

AGENDA
BRANDON BOARD OF ALDERMEN & MAYOR
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
OCTOBER 6, 2025

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Prayer: Olivia King
2. Pledge of Allegiance: Piper Smith

C. PUBLIC COMMENTS AND RECOGNITIONS

D. OLD BUSINESS

1. Approve Special-Called Board Meetings of September 18, 2025 and September 23, 2025 and Regular Board Meeting Minutes of September 15, 2025.

E. BUTCH LEE, MAYOR

1. Consideration to develop and advertise the christening of the USS Louis H. Wilson Jr with a full-page color ad in the Rankin County News.
2. Consideration to convert the Downtown Hwy 80 Lane addition from strictly a MDOT project to a designated MDOT-LPA (Local Public Agency) project (**US 80 from East of East Mark Drive to Felicity Street; Project Number: STP-0062-02(019) / 100579/303000**) to allow the City of Brandon an opportunity to work toward securing necessary funding to advance the project in a timely manner due to traffic congestion within the city.
3. Consideration to approve an agreement with Kiser Traffic and Engineering for a detailed study to determine the viability and cost associated with constructing a round-a-bout at the intersection of South College Street and Hwy 486 (3-way stop) and authorize the Mayor to execute the same.
4. Consideration to update, modify and improve the City of Brandon Planning Commission duties and conduct to reflect changes in municipal population, development growth, and investments being made within the city.
5. Consideration to move forward with the installation of a new water well at the Star Road Fire Station site by making application to the State Revolving Loan Program (SRLP) and developing and promulgating advertisements necessary to secure bids for the installation of a new water well at this location.
6. Consideration to approve the purchase in the amount of \$3,870.00 from Wildlife Mississippi to purchase 1.29 wetland credits related to the Highway 18 Sanitary Sewer and Waterline Project (MVK-2025-00572) and authorize payment of the same.
7. Consideration to evaluate potential future water well sites for planning purposes by drilling test wells to determine water quality and potential volume from each location for future planning purposes.

8. Consideration to approve Pay Request 1 from Gilreath Construction Company, LLC in the amount of \$143,046.25 for the Civic Center (Big Room) Renovation and authorize payment of the same.
9. Consideration to approve the travel for Chief Joseph French and Community Development Director Joey Barnette to travel to Tupelo, Mississippi on October 7-8, 2025 to meet with city officials to inquire about their city's zoning enforcement procedures.
10. Consideration to develop bid documents for the following projects: Police Department, Fire Department(s), Shiloh Park, Quarry Park and City Park, for the purpose of determining the feasibility of making improvements to public safety and parks to improve the quality of life and safety for the residents of the City of Brandon through a potential bond issue in FY 2026.
11. Conduct a Public Hearing for a Temporary Moratorium on Residential Preliminary Plat Approvals, incorporating and replacing the existing BTR moratorium.

F. 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
Legendbound Touring, Inc. f/s/o Armani White and City of Brandon Artist Agreement
Maddox Batson, LLC f/s/o Maddox Batson and the City of Brandon Artist Agreement
Zach Top - Live Nation Sell-off Agreement
Charlie Wilson - Live Nation Sell-off Agreement
2. Consideration to approve as the lowest and best quote from A-1 Kendrick Fence Co. to replace 230 linear feet of (8) eight-foot-high dog-ear cedar fence in the amount of \$7,424.40. Another quote was received from Gomez Fence Co. in the amount of \$9,738.00.
3. Consideration to request permission to advertise to replace the Library HVAC Chiller, pursuant to the attached memo from the City Clerk's Office. The item is budgeted.
4. Consideration to approve an agreement with Techsource Solutions for IT services and authorize the Mayor to execute the same.
5. Consideration to adopt a new debt setoff agreement by changing the name of the City of Brandon's debt coordinator for the Municipal Intercept Company, LLC and authorize Mayor to execute the Agreement to Collect Municipal Debt.
6. Consideration to accept correspondence from the Mississippi Department of Wildlife, Fisheries, and Parks notifying the City of Brandon denying the City's request for funding in the Recreation Trails Program for FY 2025. The correspondence will be placed on file in our permanent minutes for the City of Brandon, Mississippi.
7. Consideration to accept the PFAS testing results from Stag Liuzza, LLC, a legal firm in New Orleans, Louisiana. The correspondence will be placed on file in our permanent minutes for the City of Brandon, Mississippi.

8. Request permission to hold a Flu Shot Clinic for City personnel on Wednesday, October 15, 2025, from 7:30 a.m. - 9:30 a.m.; finding that this benefit is critical to ensuring adequate staffing during the cold and flu season, which is a direct benefit to the citizenry and results in an overall savings to the City from the standpoint of lost time from work.
9. Consideration to accept the Municipal Compliance Questionnaire for fiscal year 2025 and authorize the Mayor and Clerk to sign the same.
10. Request permission to hire Stephanie Pickle as Accounts Payable Specialist effective October 7, 2025, and set rate of pay in accordance with the memo.
11. Request permission to hire Jill Keys and Courtland Young as runners for the Amphitheater effective October 7, 2025, and set rate of pay in accordance with the memo.
12. Consideration to approve:
 - a. Docket of Claims for October 6, 2025.
 - b. Fox Everett claims released on October 2, 2025.
 - c. Electronic fund transfers for September 2025.
13. Monthly report of privilege licenses.

G. ALEX WADE, PUBLIC WORKS DEPARTMENT

1. Consideration to approve the following invoices from Hemphill Construction Company for non-emergency repairs and authorize payment of the same. All invoices listed were for FY25 and rendered at the FY25 General Construction Services commodity bid pricing.
 1. Near 104 The Hills - \$9,100.24 - invoice #: H25090-01-F-58803 - fire hydrant replacement
 2. Near 110 Chalet Strasse - \$8,223.39 - invoice #: H25090-01-F-58804 - fire hydrant replacement
 3. 45 Sagewood Drive - \$9,553.29 - invoice #: H25090-01-F-58838 - sewer leak repair
 4. 2188 Highway 18 - \$9,566.89 - invoice #: H25090-01-F-588994 - water leak repair
 5. 80 Summit Ridge Drive - \$14,216.47 - invoice #: H25106-01-F-58784 - sewer repair due to utility bore
 6. 329 Eastridge Drive - \$7,536.32 - invoice #: H25106-01-F-48809 - storm drain pipe repair
2. Consideration to approve the following from ERS, Inc. for the Richland Creek Stonebridge NRCS EWP Ditch Project. These items are the final documentation to close out this project.
 1. Approve Pay Request 2 in the amount of \$337,749.59 and authorize payment of the same.
 2. Approve Contract Amendment 1 (Final Summary Change Order) at a decrease of \$4,558.57 in the project cost due to final project quantities and authorize the Mayor to execute the same.
 3. Approve Pay Request 3 FINAL in the amount of \$23,796.07 and authorize payment of the same.

3. Consideration to approve the following from Adcamp, Inc. for the 2024 Street Overlay Project.
 1. Approve the Final Summary Change Order (2) in the amount of \$87,488.51 at an increase in the project cost and authorize the Mayor to execute the same. The Final Summary Change Order (2) is an increase in the project cost due to striping on Crossgates Drive.
 2. Approve Pay Request 11 FINAL (2) in the amount of \$35,000.30 and authorize payment of the same.
4. Consideration to approve the following invoices from Hemphill Construction Company for emergency repairs and authorize payment of the same. All invoices listed were for FY25 and rendered at the FY25 General Construction Services commodity pricing.
 1. 709 Sawgrass Lakes Drive - \$7,784.47 - invoice #: H25090-01-F-59194 - emergency sewer line repair due to Comcast cable bore
 2. Near 231 Appleridge Road - \$10,165.00 - invoice #: H25090-01-F-58891 - continuation of emergency manhole repair
 3. Near 206 Overlook Drive - \$8,921.76 - invoice #: H25106-01-F-59501 - emergency storm drain repair
5. Consideration to approve the following regarding the emergency storm drain pipe repair & replacement in Downtown Brandon near 203 East Government Street (North Black Street & Tamberline Street).
 1. Declare an emergency the repairs and replacement of the storm drain pipe near 203 East Government Street from Highway 80 to Tamberline Street (Black Street - North of Highway 80) due to failure in the storm drain pipe causing a large sinkhole in the roadway.
 2. Approve the following invoices from Hemphill Construction Company for the emergency repairs and authorize payment of the same.
 - Invoice #: H25090-01-F-59147 - \$29,838.23
 - Invoice #: H25090-01-F-59147 (2) - \$68,703.48
 - Invoice #: H25106-01-F-59147 - \$35,523.91
6. Consideration to declare an emergency the electrical repairs to the North Street Water Well, approve invoice #849276 in the amount of \$5,000.00 from Bunch Electrical, LLC, and authorize payment of the same.
7. Consideration to approve a Professional Services Agreement with Ashley Transport, LLC/Ashley Farms & Trucking, LLC for wood waste grinding services.
8. Consideration for the following regarding the utility damage reimbursement payment received from Deviney Construction, a sub-contractor for ATT.
 1. Accept the reimbursement payment from Deviney Construction, a sub-contractor for ATT, in the amount of \$9,466.28 for damage to a City of Brandon waterline near 355 Crossgates Blvd on 5/21/2025.
 2. Approve the corresponding Release and Settlement of Claims for the reimbursement payment and authorize the Mayor and City Clerk to execute the same.
9. Consideration to approve utility adjustment approvals and denials pursuant to the memo.

10. Consideration to approve the following from Hemphill Construction Company for the Dining Poindexter New Parking Lot Project. These items will finalize the project.
 1. Approve the Final Summary Change Order in the amount of \$11,000.0085 at an increase in the project cost and authorize the Mayor to execute the same. The Final Summary Change Order is due to final project quantities.
 2. Approve Pay Request 6 FINAL, including the Final Summary Change Order, in the amount of \$22,153.19 and authorize payment of the same.
11. Consideration to approve the following from Hemphill Construction Company for the Highway 18 Disotell Blvd Improvements Turn Lane Extension Project 2025. These items will finalize the project.
 1. Approve Pay Request 1 in the amount of \$117,252.23 from Hemphill Construction Company, Inc. and authorize payment of same.
 2. Approve the Final Summary Change Order at an increase of \$3,778.40 in the project amount and authorize the Mayor to execute the same.
 3. Approve Pay Request 2 FINAL, including the Final Summary Change Order, in the amount of \$9,971.17 and authorize payment of same.
12. Consideration to approve as the lowest and best bid for the Kennedy Farm Parkway Multi-Use Path to Simmons Erosion Control, Inc., as recommended by the City's engineering firm, Benchmark Engineering & Surveying, LLC. Their recommendation memo to accept the Base Bid + Alternate 1 + Alternate 3 in the amount of \$175,693.40 and bid tabulation are attached.

H. JOEY BARNETTE, COMMUNITY DEVELOPMENT

1. Consideration to approve a proposed contract with Orion Planning + Design to assist the City with updating the City of Brandon's Zoning Ordinance and authorize the Mayor to execute the same.
2. Set for a public hearing during the regular board meeting on October 20th, 2025, consideration to rezone existing property zoned R12 – Suburban Neighborhood to NC - Neighborhood Center for Merle Jones East Estate on 344 Hwy 468 (Parcel # I8B-5 PPIN # 31579).
3. Consideration of approval for Joey Barnette and Randy Barnes to attend the Deep South Planning Conference, hosted by the Mississippi and Alabama Chapters of the American Planning Association, at the Trent Lott National Center in Hattiesburg, Mississippi on October 28-30, 2025.
4. Consideration of Acceptance of Final Plat for Hyde Park, Phase 2

I. JOSEPH FRENCH, POLICE CHIEF

1. Consideration to accept the resignation of Communications Officer Chantell Williams effective September 26, 2025.
2. Request permission to promote Sgt. Jerry Spell to the rank of Deputy Chief effective October 7, 2025 and set the rate of pay according to the memo.

3. Request permission to hire Lafayette Martin II, as a Patrolman for the City of Brandon Police Department and set the rate of pay according to the memo, effective October 7th, 2025.

4. Monthly Reports

J. BRIAN ROBERTS, FIRE CHIEF

1. Request consideration to apply for the FY 26 Emergency Medical Services Operating Fund (EMSOF) grant in the amount of \$15,330.00 and authorize the Mayor, Finance Director and Carolyn Palmer (Grant Administrator) to execute all related documents.
2. Consideration to approve a professional services contract with Region 8 Mental Health Services Employee Assistance Program for the fire and police departments and authorize Chief Brian Roberts and Chief Joseph French to execute the same.

3. Monthly Reports

K. EXECUTIVE SESSION

L. ADJOURN

[MEET_FOOT]

MINUTES OF THE REGULAR BOARD MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON, MISSISSIPPI
OF SEPTEMBER 15, 2025, AT 6:00 P.M.
MAYOR BUTCH LEE, MAYOR PRESIDING

A. CALL TO ORDER - Mayor Lee and Aldermen Farris, King, Womack, Williams, Vinson, Coker, and Craine were present.

B. INVOCATION AND PLEDGE OF ALLEGIANCE – Ruth Admas of the Mayor’s Youth Council and gave the invocation and Piper Smith led the Pledge of Allegiance.

C. PUBLIC COMMENTS AND RECOGNITIONS

- Chief Brian Roberts recognized Sgt. John Arterberry for his life saving efforts on September 3, 2025.
- Mayor Lee presented misc. matters.
- Ronnie Garner addressed the board regarding the proposed temporary moratorium of single-family residential development.
- Ben Luther of the Cornerstone HOA board – Discussed his concerns regarding concerns of silt coming into their lakes from new construction, that there is no plan to address silt concerns regarding lake sediment coming from upstream development, and that new development being proposed upstream will affect these lakes.

D. OLD BUSINESS

1. Approve the Regular Board Meeting Minutes of September 2, 2025.

Alderman Coker made the motion to approve agenda item D.1, seconded by Alderman Craine and upon affirmative vote of the members present the motion carried.

E. BUTCH LEE, MAYOR

1. Discussion on the following topics:

- Budgets and Auditing
- Public Works Monthly Report
- Street Management Funds
- Traffic Engineering Discussion (Jonathan Kiser, Kiser Engineering)
- Brandon Parks / Rec Discussion (Jason Clemont, CEO, Cole Lacey, VP, Venue Management)
- Waste Water Projects
- Storm Water Discussions (Ryan Herndon, Waggoner Engineering)
- Magic of Lights, Finalize Contract
- Continued Discussion on Residential Moratorium

2. Authorize permission to travel to Tupelo, MS to attend the MML Board of Directors meeting September 17-19, 2025.

Alderman Womack made the motion to approve agenda item E.2, in accordance with the memo from the Mayor's Office, which is appended hereto with attachments, seconded by Alderman Craine and upon affirmative vote of the members present the motion carried.

3. Approve a professional services Limited License Agreement with Fun Guys, LLC. re: Magic of Lights 2025-2028, as amended (Table on Page 3/19 revised as provided to the Board Members at the Meeting) and authorize the Mayor to execute the same.

Alderman Coker made the motion to approve agenda item E.3, in accordance with the memo from the Mayor's Office, which is appended hereto with attachment, seconded by Alderman Vinson, whereupon Aldermen Craine, Vinson, Coker and Farris voted "AYE" and Aldermen King, Womack and Williams voted "NAY", and the motion carried.

4. Authorize advertisement with the Brandon Exchange Club in the amount of \$5,000.00 for the "2025 Brandon on Ice" event.

Alderman Womack made the motion to approve agenda items E.4, in accordance with the memo from the Mayor's Office, which is appended hereto with attachment, as authorized by MCA Section 17-3-1 (1972 as amended), for purposes of advertising and bringing into favorable notice the opportunities and possibilities of the City, first finding that this mode of advertising is in the best interests of the citizenry, seconded by Alderman King and upon affirmative vote of the members present the motion carried.

F. MARY ANN HESS, CITY CLERK

1. Approve professional services agreement for the purposes of promoting tourism, parks and recreation, in accordance with HB1521 (2023 MS Legislative Session) and such other lawful and related purposes; authorize the Mayor to execute the same; and approve payment of all show related expenditures
 - Parker and Fann LLC f/s/o Earthgang and City of Brandon Artist Agreement
 - Outback Presents, LLC and City of Brandon City Hall Live Lease Agreement
2. Accept the quote from Craft Croswell to replace 12,900 square feet of carpet tiles in the civic center with approved Mohawk Group product 839 Flex in the amount of \$68,308.27, as the lowest and best quote received. A second quote was obtained from Byrd & Cook Flooring in the amount of \$69,590.00.
3. Designate the Mayor Butch Lee and Finance Director Tracie Riggins as the official authorized signers for the City of Brandon, Mississippi regarding the "National Prescription Opiate Litigation" which must be executed in order to participate in the new National Opioids Secondary Manufacturers Settlements and authorizing them to sign all official documents associated with this settlement.
4. Adopt the final tax assessment roll for the City of Brandon for FY 2025/2026 as received from the Rankin County Tax Assessor Staci McNinch.
5. Approve the acceptance of the FYE 2025 audit engagement letter with Barlow and Company, PLLC and authorize the Mayor to sign the letter.
6. Approve the 2025 Sixteenth Section Lease Payment 16-5-3 I8J-52 in the amount of \$5,287.39. The annual lease begins on 10/01/2025.
7. Approve the start date of the Fiscal Year 2026 pay raises of Monday, September 29, 2025, rather than Wednesday, October 1, 2025, to coincide with the beginning date of

the pay period.

8. Authorize the City Clerk Mary Ann Hess, Deputy Clerk Rebecca Pevey, and Deputy Clerk Candance Hunley to attend clerk training at the, Winter MMCCA Conference at the Sheraton Refuge Center in Flowood, MS on December 10-12, 2025.
9. Approve:
 - a. Docket of Claims for September 15, 2025
 - b. Fox Everett claims released on September 5, 2025.
 - c. Electronic fund transfers for August 2025.

Alderman Williams made the motion to approve agenda items F.1 – F.9(a)-(c), in accordance with the memos from the City Clerk's Office, which are appended hereto with attachments, seconded by Alderman Farris and upon affirmative vote of the members present the motion carried.

G. ALEX WADE, PUBLIC WORKS DEPARTMENT

Public Works Monthly Activity Report - August 2025							
		Customer Leak		Other			
1	Meter Svr Calls	296		38			
2	Calls	Total Calls	Water	Sewer	Streets	Drainage	Other
		4606	103	28	30	15	31
3	Work Orders	# Completed	Water	Sewer	Streets	Drainage	Other
			129	22	26	11	15
4	Locate Requests	365	Billing :	\$1,202,962.46	Collected:	\$1,233,709.30	
			Hemphill Billed		\$66,198.46		

1. Authorize Hollan Silcox, Water & Sewer Superintendent, to travel and attend the 2025 MSRWA Water Certification Course in Tupelo, MS on October 12-16, 2025, for water and sewer CEU hours and to approve related travel, registration and certification expenses. The City of Brandon will pay the travel expenses for this course.
2. Adopt a Resolution regarding the Mississippi Outdoor Stewardship Trust Fund Grant for a funding request for the City Park Trails Improvements Project.
3. Approve Invoice #0030587 in the amount of \$69,825.00 from Fluid Process & Pumps for the emergency repairs at Appleridge Lift Station and authorize payment of the same. The Board declared these repairs an emergency on 9/2/2025.
4. Approve the following from Edgar Contracting, LLC for the Cornerstone Water Well Power Supply Project.
 - 1: Approve Pay Request #1 in the amount-of \$88,933.30 and authorize payment of the same.
 2. Approve Change Order #1 at an increase of \$8,010.00 in the project cost and authorize the Mayor to execute the same, first finding that, as reflected in the

documentation appended hereto, after the construction contract was let changes or modifications to the original contract were necessary and better serve the purposes of the City and that such changes are being made in a commercially reasonable manner and are not being made to circumvent the public purchasing statutes.

5. Approve Pay Request #3 in the amount of \$326,295.88 from Thornton Construction Company for the Grants Ferry Parkway Shared Use Path LPA Project and authorize payment of the same.

Alderman Craine made the motion to approve agenda items G.1 – G.5, in accordance with the memos from the Public Works Department, which are appended hereto with attachments, seconded by Alderman King and upon affirmative vote of the members present the motion carried.

H. JOEY BARNETTE, COMMUNITY DEVELOPMENT

1. Appoint the new Office Manager Jessica Carr as the petty-cash custodian for the Community Development Office fund in the amount of \$100.00.

Alderman Craine made the motion to approve agenda items H.1 in accordance with the memo from the Community Development Department, which is appended hereto with attachments, seconded by Alderman and upon affirmative vote of the members present the motion carried.

2. Public Hearing and Action re: Rezoning Request from CC Community Center to 1-1 Light Industrial for Spiers Properties and Development LLC at 480 East Mark Drive, Parcel # H8Q-13-10.

The Public Hearing was opened with respect to the referenced rezoning application whereupon the Director of Community Development advised that all prerequisites to the Public Hearing had been met and that the matter was presented to the Planning Commission which recommended approval of the same. The Director then presented Staff Report 25-027 which incorporated the matters and things prepared with respect to the application and the processes involved which is appended hereto. The Director then described the nature of the application whereupon those in favor of or in opposition to the application were given an opportunity to address the governing authorities regarding the application. No one appeared to make public comments. Thereafter the Public Hearing was closed.

Alderman Vinson, first incorporating the facts and matters presented at the Public Hearing and considering the application and finding that the proposed amendment is necessary because of changing conditions within the City and new development patterns, and that the proposed change will more suitably promote the public health, safety and welfare than the existing district boundaries and that the proposed change is consistent with the City's Comprehensive Plan, made the motion to adopt an Ordinance, attached hereto, approving the application and rezoning the subject property, seconded by Alderman Coker and upon unanimous vote of the members present the motion carried.

3. Public Hearing and Action re: Rezoning Request from ORC Office and Research Campus to 1-1 Light Industrial for Michael Perry, Parcel # I9A-2-30.

The Public Hearing was opened with respect to the referenced rezoning application whereupon the Director of Community Development advised that all prerequisites to the Public Hearing had been met and that the matter was presented to the Planning Commission which recommended approval of the same. The Director then presented Staff Report 25-029 which incorporated the matters and things prepared with respect to the application and the processes involved which is appended

hereto. The Director then described the nature of the application whereupon those in favor of or in opposition to the application were given an opportunity to address the governing authorities regarding the application. Michael Perry addressed the governing authorities regarding the application. No one else appeared to make public comments. Thereafter the Public Hearing was closed.

Alderman Womack, first incorporating the facts and matters presented at the Public Hearing and considering the application and finding that the proposed amendment is necessary because of changing conditions within the City and new development patterns, and that the proposed change will more suitably promote the public health, safety and welfare than the existing district boundaries and that the proposed change is consistent with the City's Comprehensive Plan, made the motion to adopt an Ordinance, attached hereto, approving the application and rezoning the subject property, seconded by Alderman Craine and upon unanimous vote of the members present the motion carried.

4. Resolution regarding Clean-up of Nuisance in accordance with MCA§ 21-19-11 for 79 Woodbridge Road.

The Public Hearing was opened with respect to the referenced clean-up matter whereupon the Director of Community Development advised that all prerequisites to the Public Hearing had been met. The Director then presented a Memorandum to the governing authorities regarding the subject property which incorporated information related to the condition thereof and the need for the property to be cleaned by cutting the grass and removing weeds and vegetation, together with the notice provided pursuant to MCA Section 21-19-11 which is appended hereto. The Director then described the condition of the property in its current condition and advised that because of the condition of the yard, the subject property is a menace to the public health, safety and welfare of the community and that the property needs to be cleaned by cutting grass and removing weeds and vegetation. Beverly Headley and any other person present who desired to address the governing authorities regarding the matter were called whereupon neither Ms. Headley nor anyone else appeared to provide comments. Thereafter the Public Hearing was closed.

Alderman Williams, first incorporating the facts and matters presented at the Public Hearing, and finding that the subject property in its current condition is a menace to the health, safety and welfare of the community, made the motion to adopt a Resolution, attached hereto, declaring such and directing that the same be cleaned by the cutting of grass and the removal of weeds and other vegetation as authorized by MCA Section 21-19-11 and to thereafter adjudicate the costs of such clean up together with associated penalties, seconded by Alderman Craine and upon affirmative vote of the members present the motion carried.

I. JOSEPH FRENCH, POLICE CHIEF

1. Approve the amendment to and renewal of the 2025-2026 School Law Enforcement Officer (LEO) Agreement and authorize the Mayor to execute the same.

Alderman Coker made the motion to approve agenda item I.1, in accordance with the memo from the Police Department, which is appended hereto with attachment, seconded by Alderman Williams and upon unanimous vote the motion carried.

J. BRIAN ROBERTS, FIRE CHIEF

1. Authorize Chief Roberts, Deputy Chief Patrick Wofford, Div. Chief Jerry King and BC Eric Stringer to travel to Natchez to attend the Mid-Winter Chiefs Conference from December 1-3, 2025 and approve all travel expenses.
2. Accept the resignation of Firefighter Yusef Wilder effective September 8, 2025 and remove from the part-time roster.

Alderman Womack made the motion to approve agenda items J.1 & J.2, in accordance with the memos from the Fire Department, which are appended hereto with attachments, seconded by Alderman King upon affirmative vote of the members present the motion carried.

K. EXECUTIVE SESSION

Alderman Coker made the motion to consider the need to enter into Executive Session, seconded by Alderman Womack and upon affirmative vote of the members present the motion carried.

Alderman Farris then made the motion to enter into Executive Session to discuss the acquisition of real property and potential litigation, seconded by Alderman Womack and affirmative vote of the members present the motion carried.

Alderman Williams made the motion to approve two contracts for the purchase of Tax Parcel Nos. HO8Q-8 and HO8Q-9 for \$1,450,000.00 (which is the fair market value of the same as determined by Robert R. Morrow, real estate appraiser by appraisal dated July 10, 2025), which are appended hereto, which amount is the lesser of the best negotiated price, or the approved appraisal of the fair market value or the price at which the property is offered for sale, in accordance with MCA Section 43-37-3, and authorize the Mayor to execute the same and to authorize a survey by Benchmark Engineering, and to authorize the Mayor and City Clerk to execute such documents and do such things as required of the purchaser as provided in the contracts and to authorize the payment of the purchase price and allocated expenses, owner's title insurance and related title abstract, commitment and policy expenses, seconded by Alderman Coker and upon affirmative vote of the members present the motion carried.

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

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

L. ADJOURN

Alderman Williams made the motion to adjourn the Regular Board Meeting, seconded by Alderman Womack and upon affirmative vote of the members present the motion carried.

(Next Regular Board Meeting: October 6, 2025)

Minutes approved this the 6th day of October 2025.

Hon. Butch Lee, Mayor

Attest:

Hon. Mary Ann Hess, City Clerk

MINUTES OF THE SPECIAL BOARD MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON, MISSISSIPPI ON
SEPTEMBER 18, 2025
MAYOR BUTCH LEE, MAYOR PRESIDING

- I. CALL TO ORDER – Mayor Lee and Alderman Coker attended via phone; Aldermen Farris, Womack, Williams, Vinson, King and Craine were present.
- II. INVOCATION AND PLEDGE OF ALLEGIANCE – Alderman Williams gave the invocation and Alderman Womack led the Pledge of Allegiance
- III. BUTCH LEE, MAYOR

A. Append Special Notice to the Minutes

Alderman Womack made the motion to append the Special Meeting Notice to the Minutes, seconded by Alderman King and upon unanimous vote the motion carried.

- B. Consideration to approve professional services agreement for the purposes of promoting tourism, parks and recreation, in accordance with HB1521 (2023 MS Legislative Session) and other lawful and related purposes; authorize the Mayor to execute the same; and approve payment of all show related expenditures, to-wit:

- Revised Whiskey Myers, LLC and City of Brandon Artist Agreement
- Landon B. Smith Music and City of Brandon Artist Agreement

Alderman Womack made the motion to approve agenda item III.B in accordance with the memo from the City Clerk's Office, which are appended hereto with attachments, seconded by Alderman Craine and upon unanimous vote of the members present the motion carried.

- C. Consideration to approve a Professional Services Marketing agreement between Jackson State University Alumni Association and the City of Brandon.

Alderman Farris made the motion to approve agenda item III.C, in accordance with the memos from the Mayor's office which are appended hereto, seconded by Alderman King and upon unanimous vote of the members present the motion carried.

IV. ADJOURN

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

Minutes approved this the 6th day of October 2025.

Hon. Butch Lee, Mayor

Attest:

Hon. Mary Ann Hess, City Clerk

MINUTES OF THE SPECIAL BOARD MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON, MISSISSIPPI ON
SEPTEMBER 23, 2025
MAYOR BUTCH LEE, MAYOR PRESIDING

- I. CALL TO ORDER – Mayor Lee and Aldermen Farris, Coker, Womack, Williams, Vinson and Craine were present. Alderman King was absent.
- II. INVOCATION AND PLEDGE OF ALLEGIANCE – Mayor Lee gave the invocation and led the Pledge of Allegiance
- III. BUTCH LEE, MAYOR

A. Append Special Notice to the Minutes

Alderman Womack made the motion to append the Special Meeting Notice to the Minutes, seconded by Alderman Williams and upon unanimous vote the motion carried.

B. Consideration to authorize resolutions and all related documents for submission of MPO Transportation Alternative (TA) funds for the following projects:

- City Part to City Hall Shared Use Path
- Grants Ferry Parkway Shared Use Path (Cornerstone Drive to Trickhambridge Road)
- Shiloh Park Shared Use Path - Field Paths to Kennedy Farms Parkway
- Shiloh Park Shared Use Path - Along Shiloh Road to Kennedy Farms Parkway C.

C. Consideration to authorize execution and submission of the following MDOT TA Set-Aside funding program projects:

- City of Brandon Downtown Lighting Project
- City Park to City Hall Shared Use Path • Grants Ferry Parkway Shared Use Path (Cornerstone Drive to Trickhambridge Road)
- Shiloh Park Shared Use Path - Field Paths to Kennedy Farms Parkway
- Shiloh Park Shared Use Path - Along Shiloh Road to Kennedy Farms Parkway
- Crossgates Drive Shared Use Path Project
- Eastgate Drive Sidewalk Project

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

IV. ADJOURN

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

Minutes approved this the 6th day of October 2025.

Hon. Butch Lee, Mayor

Attest:

Hon. Mary Ann Hess, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/06/2025
SUBJECT: AD - USS LOUIS H WILSON JR

Consideration to develop and advertise the christening of the USS Louis H. Wilson Jr with a full-page color ad in the Rankin County News.

ATTACHMENTS:

None



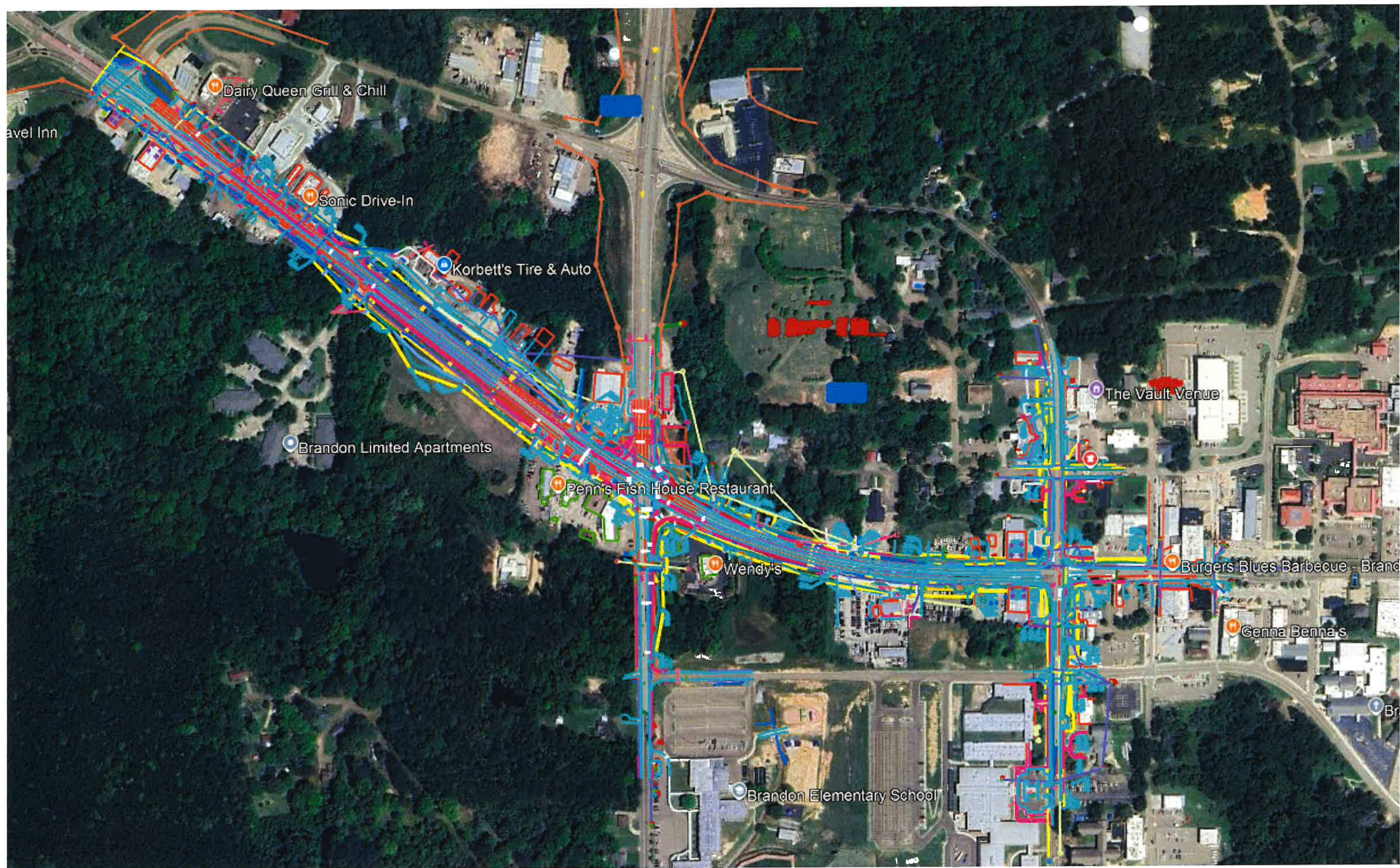
MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/03/2025
SUBJECT: DOWNTOWN HWY 80

Consideration to convert the Downtown Hwy 80 Lane addition from strictly a MDOT project to a designated MDOT-LPA (Local Public Agency) project (**US 80 from East of East Mark Drive to Felicity Street; Project Number: STP-0062-02(019) / 100579/303000**) to allow the City of Brandon an opportunity to work toward securing necessary funding to advance the project in a timely manner due to traffic congestion within the city.

ATTACHMENTS:

1. MAP DOWNTOWN BRANDON





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 09/29/2025
SUBJECT: KISER - TRAFFIC STUDY

Consideration to approve an agreement with Kiser Traffic and Engineering for a detailed study to determine the viability and cost associated with constructing a round-a-bout at the intersection of South College Street and Hwy 486 (3-way stop) and authorize the Mayor to execute the same.

ATTACHMENTS:

1. Brandon-Traffic-Study-Proposal-9-25-25



Kiser Traffic and Engineering, LLC
P.O. Box 2441
Madison, MS 39130
601.720.0262

September 25, 2025

The Honorable Butch Lee
Mayor, City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Re: Letter Agreement to provide Professional Services for Traffic Engineering Improvements for the City of Brandon

Dear Mayor Lee:

This letter will serve as an agreement between the **City of Brandon**, and **Kiser Traffic and Engineering, LLC**, to provide professional services for evaluating four transportation projects within the City of Brandon, Mississippi. This agreement is based on information provided by you and our meeting with the Board of Aldermen on September 15, 2025.

Kiser Traffic and Engineering proposes to provide the **City of Brandon**, with a traffic study for four transportation projects in the City of Brandon to help improve traffic circulation within the City. The projects include: 1) Louis Wilson/E Jasper-Mary Ann Drive, 2) North Street extension from Downtown to Hwy 471, 3) College Street/MS Hwy 468 roundabout, and 4) US Hwy 80 widening from MS Hwy 471 to I-20 Interchange Ramps.

Project #1 – Louis Wilson/E Jasper-Mary Ann Drive

Project will include a 12 hour traffic count (6 AM-6 PM) at the intersection, along with evaluation of five years of historical crash data. Recommendations will be made regarding sight distance and minor street approach alignment. A letter/report will be provided to the City detailing the traffic count, crash data analysis, intersection levels-of-service, and sight distance limitation.

Project #2 – North Street Extension from Downtown to Hwy 471

Project will include 2-12 hour traffic counts (6 AM-6 PM) at the intersections of MS Hwy 471/Lakeland Drive and US Hwy 80/North Street. Peak hour traffic counts (7-9 AM/4-6 PM) will be conducted at the intersections of Tamberline Street/North Street, Emerald Street/North Street and Lakeland Drive/North Street. Capacity analysis of the study intersections will be conducted based on existing traffic and anticipated future traffic volumes, as an alternate route for downtown traffic. City will provide historical crash data.

Project #3 – College Street/MS Hwy 468 Roundabout

Project will include a 12 hour traffic count (6 AM-6 PM) at the intersection of MS Hwy 468/S College Street. A 5-year crash history will be evaluated at the study intersection. Traffic counts and crash data will be used to determine if a roundabout is needed at this study intersection. City will provide historical crash data. Capacity analysis will be conducted to compare the intersection delays with existing traffic control and with a roundabout. A conceptual layout of a roundabout will be provided, showing the amount of space needed, and how close existing residences would be to the widened intersection.



September 25, 2025

Project #4 – US Hwy 80 Widening – from MS Hwy 471 to I-20 Interchange Ramps

Project will include 12 hour traffic counts (6 AM-6 PM) at the intersections of US Hwy 80 at: 1) MS Hwy 471, 2) I-20 EB Ramps, 3) I-20 WB Ramps. Peak hour counts (7-9 AM/4-6 PM) will be conducted at the intersections of US Hwy 80 at: 1) North Frontage Rd-E-Dr, 2) North Frontage Rd,-W-Dr, and 3) E. Mark Dr/Old US Hwy 80.

Fee, Schedule & Billing

Kiser Traffic and Engineering proposes to provide these services for a lump sum fee (by individual project) of:

Project #1 Louis Wilson/E Jasper-Mary Ann Drive - \$4,000

Project #2 North Street Extension from Downtown to Hwy 471 - \$5,000

Project #3 College Street/MS Hwy 468 Roundabout - \$4,000

Project #4 US Hwy 80 Widening from MS Hwy 471 to I-20 Interchange Ramps – \$7,000

Total lump sum fee for Project 1-4: \$20,000

The Four *Traffic Study* projects will be completed within 20 **weeks** of receipt of a Notice to Proceed and receipt of an executed agreement.

Kiser Traffic and Engineering will bill you monthly as outlined in this agreement based on a percentage of completion of the study. Payment for our services will be due within 30 days of the invoice date and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of our profession.

If additional services outside this scope of services, as identified above, are required (and authorized by you in writing), the cost will be based on the attached *2025 Rate Schedule* as detailed in Exhibit A.

Additional Services

If other engineering services are requested by the Client, not included in **Projects #1-4**, these services will be considered additional services and will be provided (if authorized by you, in writing) based on the attached *2025 Rate Schedule* as detailed in Exhibit A. Attending Public Hearings, meetings with CMPDD, Board of Supervisors, or MDOT will be considered as additional services.

General Terms and Conditions

These services will be provided in accordance with Exhibit B, *General Terms and Conditions*. This proposal, the *2025 Rate Schedule* and *General Terms and Conditions* as provided in Exhibit B, represent the entire understanding between **City of Brandon**, and **Kiser Traffic and Engineering** with respect to the services to be provided and may only be modified in writing by both parties.

Mayor Butch Lee
Page 3



September 25, 2025

If the terms of this Letter Agreement are acceptable, please execute this agreement and return a copy to me. I appreciate the opportunity to provide these services for you and look forward to working with you again.

Sincerely,

Kiser Traffic and Engineering, LLC

A handwritten signature in blue ink that reads "Jonathan Kiser".

Jonathan A. Kiser, P.E., PTOE, PTP
President

Attachments: Exhibit A – 2025 Rate Schedule
Exhibit B – General Terms and Conditions

ACCEPTED: _____

DATE: _____

TITLE: _____

Exhibit A

2025 Rate Schedule

<u>Position</u>	<u>Hourly Rate</u>
Engineer	\$200.00
Technician/Drafting	\$110.00
Inspector	\$140.00
Graduate Engineer	\$120.00
Clerical	\$ 50.00

Expense Cost

Vehicle Mileage	\$0.65/mile
-----------------	-------------

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Kiser Traffic and Engineering, LLC. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- ~~To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.~~
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.
31. **Contract Expiration.** This contract must be executed within 30 days of the date on page 1 of the letter agreement, for the Professional fees and schedule listed in this agreement to remain valid. In the event that this contract is not executed within this time period by the Client, the project pricing and/or schedule may not be valid, at the sole discretion of the Engineer.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/03/2025
SUBJECT: PLANNING COMMISSION

Consideration to update, modify and improve the City of Brandon Planning Commission duties and conduct to reflect changes in municipal population, development growth, and investments being made within the city.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/03/2025
SUBJECT: STAR ROAD FIRE STATION WATER WELL

Consideration to move forward with the installation of a new water well at the Star Road Fire Station site by making application to the State Revolving Loan Program (SRLP) and developing and promulgating advertisements necessary to secure bids for the installation of a new water well at this location.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/01/2025
SUBJECT: WILDLIFE MISSISSIPPI

Consideration to approve the purchase in the amount of \$3,870.00 from Wildlife Mississippi to purchase 1.29 wetland credits related to the Highway 18 Sanitary Sewer and Waterline Project (MVK-2025-00572) and authorize payment of the same.

ATTACHMENTS:

1. PRVMB Price Quote 9-11-2025



P.O. Box 10
Stoneville, MS 38776
Phone (662)686-3375
Fax (662)686-4780

Price Quote

DATE: September 11, 2025
FOR: wetland mitigation
EXPIRES: December 11, 2025

Quoted To:

Brandon Project
c/o Josh Brown
Headwaters, Inc.
josh@headwaters-inc.com

DESCRIPTION	SUBTOTAL
Pearl River Valley Mitigation Bank Credit Sales For: COE Project # MVK- 1.29 wetland credits @\$3,000 per credit	\$3,870.00
TOTAL	\$3,870.00

*Above information is not a bid or an invoice, and only an estimate of services/goods described above

* This price quote does not guarantee credit availability

Thank you for your business!

Should you have any questions regarding this price quote, please contact Steven Gruchy at (662)256-4486



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/03/2025
SUBJECT: FUTURE WATER WELL SITES

Consideration to evaluate potential future water well sites for planning purposes by drilling test wells to determine water quality and potential volume from each location for future planning purposes.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/02/2025
SUBJECT: CIVIC CENTER (BIG ROOM) RENOVATION - PAY REQUEST 1

Consideration to approve Pay Request 1 from Gilreath Construction Company, LLC in the amount of \$143,046.25 for the Civic Center (Big Room) Renovation and authorize payment of the same.

ATTACHMENTS:

1. Contractor Daily Reports_COMBINED
2. Application for Payment One-1_CERTIFIED
3. Progress Schedule 9-25-25



PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: August 25, 2025

TIME: 7:00 am

WEATHER: No Weather Data

PRESENT AT SITE: Jody Compton (FACILITIES)
Ladner testing Worker One (SOILS TESTING)
Ladner Testing Two (SOILS TESTING)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

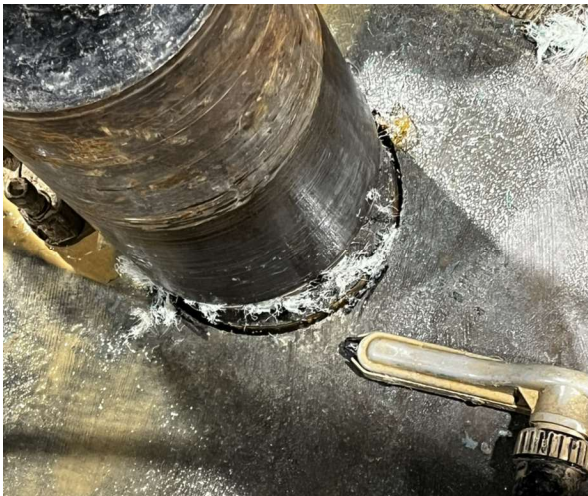
GENERAL COMMENTS

- Monday 8/25/25 is official date of NTP. Mobilization to site occurred, along with coring of existing concrete at two locations as needed for under slab soil boring / investigating. Although the cores were removed, further demo is performed to remove additional concrete to allow for boring, scheduled for 8/26. In addition to listed on site, several inmates and city workers were inside the room moving chairs and items around. new opening cut in interior wall for site access I left of stage.

CONSTRUCTION PROGRESS

- Critical construction item completed is coring and demo of existing concrete to allow for boring and soils investigation. The owner notified the GC during the precon of a wedding planned for the room for the wknd, where construction activities need to be suspended and cleaned up by Tuesday 8/26 to allow for wedding prep in room to begin.

PROGRESS PHOTOS





PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: August 26, 2025

TIME: 7:00 am

WEATHER: No Weather Data

PRESENT AT SITE: Jody Compton (FACILITIES)
Ladner testing Worker One (SOILS TESTING)
Ladner Testing Two (SOILS TESTING)
Mayor Butch Lee (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Todd Ladner (SOILS TESTING)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Boring machinery was moved into the construction area where boring of existing sub soils performed- required to submit reports for design of new foundations work. Boring occurred at Column Lines G4 & F6. Initial borings indicated limestone rock encountered +-13-14' below grade. Field measurements of existing structural steel were taken for steel fab verification. Cleanup occurred to get ready for owner event, new steel plates are provided by GC to cover up holes in concrete for event.
- Existing duct (shown in blue line in picture) discovered during site measurements for new structural steel to be in conflict with new steel joists, will require removing and relocation / reconfiguration of duct . Mayor Butch Lee indicated this duct serves the concessions room.

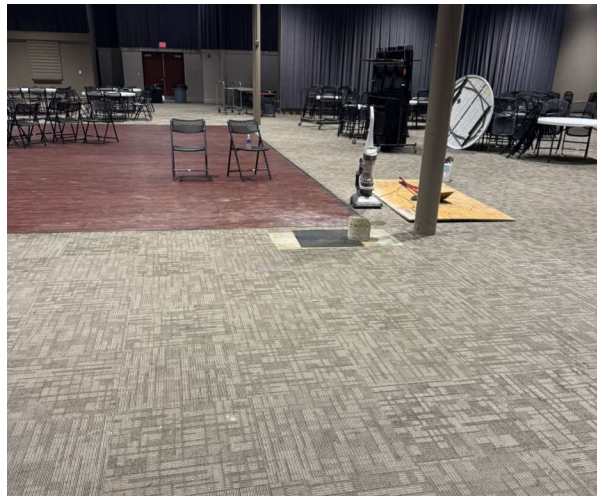
CONSTRUCTION PROGRESS

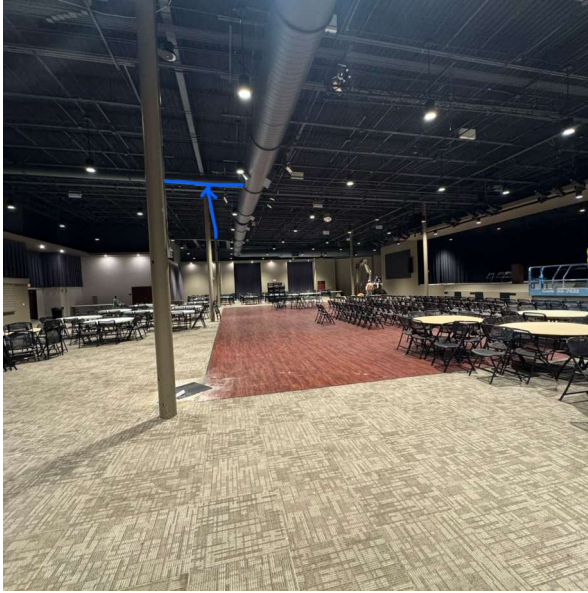
- Borings performed are of critical path importance to schedule. Existing verifications of structural steel also critical for new Steel fabrication. On site work is suspended beginning afternoon of 8/26/25 through 9/1/25 Labor Day due to wedding (several wedding parties workers were moving items into building on 8/26 afternoon). GC conducted cleanup of work.
- Mayor and GC discussed widening existing exterior 6070 service walk doors and installing new 12'w x 10' overhead door by proposed change order. GC to get with Architect on options. It's noted that the hoisting equipment needed for the new structural work will not fit through the existing service entry.

SCHEDULE IMPACT

- Owner wedding in venue 8/27 access to venue 6 days 8/27/25
through Labor Day . Work to resume 9/2/25.

PROGRESS PHOTOS







PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation
PROJECT NO: 24-040
DATE: September 2, 2025
TIME: 7:00 am
WEATHER: No Weather Data
PRESENT AT SITE: Brad Walker (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)
REPORT BY: Rob Gilreath

GENERAL COMMENTS

- 9/2/25 re mobilized to work site to begin concrete cutting operations for demo-required for new foundation work.
- Began demo of existing gyp board mtl framed "eyebrow" above the stage. Temp protection measures in place (visqueen sheeting over plywood installed). Expect to complete this demolition work this week.

CHANGES ISSUED

- **PCO ONE** Proposed change order one for enlargement of existing exterior walk door proposed replacing with new ovhd door opening to measure 12'w x 10'h provided to WBA, Wade Thompson has forwarded to Owner- Mayor Butch Lee for review on 9/2. 9/2/25

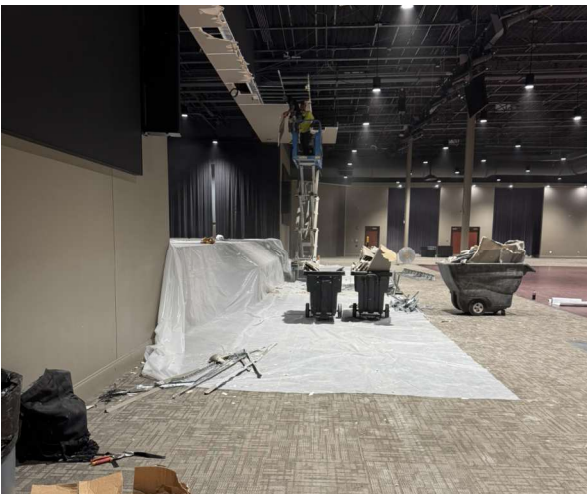
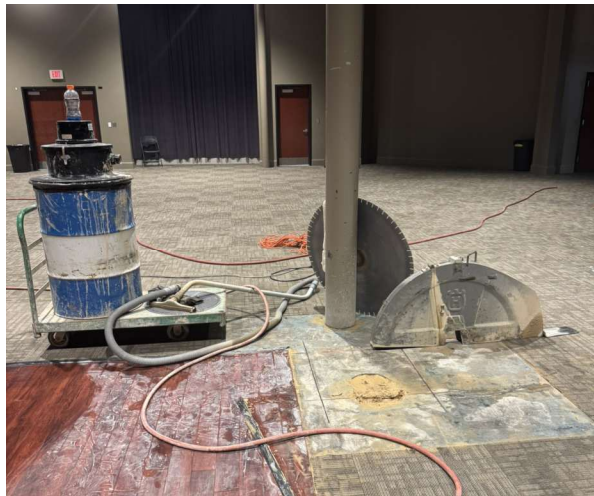
CONSTRUCTION PROGRESS

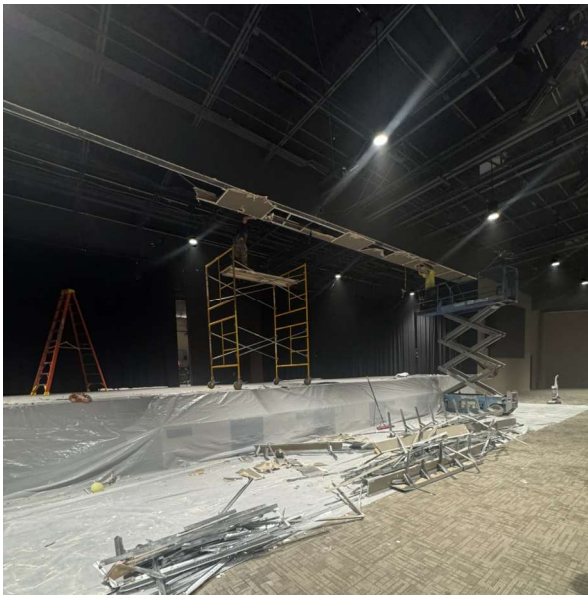
- - Set up scaffold and temp measures to protect existing finishes
- - began demo of eyebrow over stage
- Complete the cutting of existing concrete at the four new foundation column locations
- Brad Walker welder visited site today to review welding lead required and access. Brad is scheduled on site week of 9/22 when structural steel is scheduled to be on site.

SCHEDULE IMPACT

- | | | |
|---|--------|--------|
| • Productive day. Begin concrete busting out tomorrow 9/3 | 0 days | 9/2/25 |
|---|--------|--------|

PROGRESS PHOTOS







PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 3, 2025

TIME: 7:00 am

WEATHER: Clear Sky 84.8°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Jason McQueen (STRUCTUTAL ENGINEER)
Jody Compton (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Continuing demo (following 9/2 sawcut of concrete) at new column locations
- Continuing demo of existing gyp board and mtl framed eyebrow over stage and staging to get debris out of bldg.
- Joey Compton expressed some concern with the locations of the existing footings exposed by the new demo work.
- Structural Engineer Jason McQueen visited the site and met with Rob Gilreath and project super Wilson Dunn and workmen to review the exposed below grade footings. Pictures in this report demonstrate the footings exposed and the cutouts required to install the new foundation work.

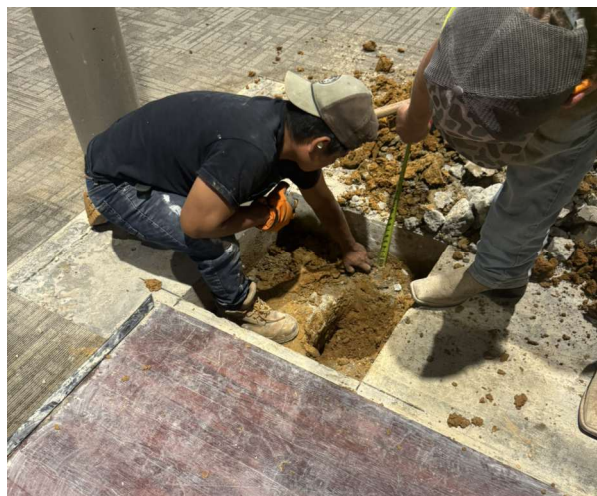
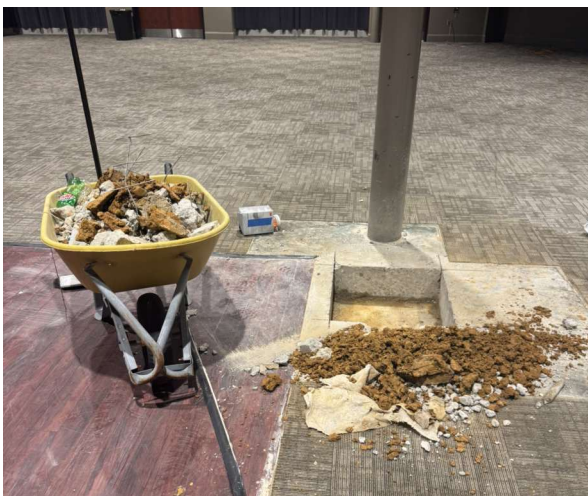
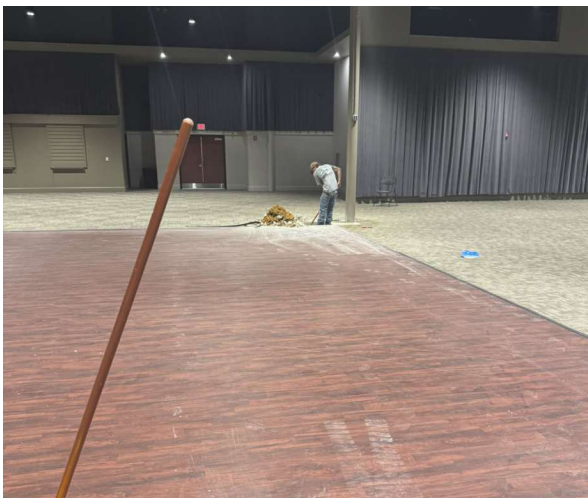
CHANGES ISSUED

- | | | |
|---|--|---------------|
| <ul style="list-style-type: none"> • PCO ONE | <p>PCO one (submitted by GC 9/2) for adding overhead door is not accepted. GC and Mayor Lee met briefly today discussing enlarging the existing opening my removing the existing doors will have to occur to access the room with equipment needed to lift structural steel. The door opening is not shown on the drawings for reference. Mayor is okay with this work taking place as long as the opening is able to be secured by locking and barricade weather out of the bldg.</p> | <p>9/2/25</p> |
|---|--|---------------|

SCHEDULE IMPACT

- | | | |
|---|---------------|---------------|
| <ul style="list-style-type: none"> • The demo of the concrete at the new foundations is ongoing and the foundation work remains on schedule. Project team is awaiting Ladner Testing results / report of boring and recommendations and design of pilings by Foremost Foundations. Assuming these designs are completed timely, this work will remain on schedule. | <p>0 days</p> | <p>9/3/25</p> |
|---|---------------|---------------|

PROGRESS PHOTOS







PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 4, 2025

TIME: 9:30 am

WEATHER: Scattered Clouds 90.1°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Mayor Butch Lee (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Continuing demo and clean out of new foundation locations.
- Removed construction debris from demo out of the bldg
- General cleanup of work area.



PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 8, 2025

TIME: 4:03 pm

WEATHER: Few Clouds 82.6°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Installed drywall at underside of old eyebrow
- Work is limited to clean up for next event

PROGRESS PHOTOS





PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 9, 2025

TIME: 9:00 am

WEATHER: Clear Sky 77.9°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Dylan Baker (ARCHITECT)
Jason McQueen (STRUCTUTAL ENGINEER)
Jody Compton (FACILITIES)
Mayor Butch Lee (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wade Thompson (ARCHITECT)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- OAC meeting held on site at 9:00 am. Progress meeting minutes distributed to project team.
- Activities limited to clean up getting ready for owner's upcoming events.
- WBA issued field report for this meeting.

PROGRESS PHOTOS





PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 17, 2025

TIME: 7:30 am

WEATHER: Clear Sky 77.9°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Employee 1/2/3/4 Foremost Foundation
(HELICAL PILING SUBCONTRACTOR)
Ladner testing Worker One (SOILS TESTING)
Ladner Testing Two (SOILS TESTING)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Foremost Foundation mobilized and completed installation of helical pile foundation work
- Ladner Testing Lab present to witness, log and record the helical piles install.
- 4 engineers with Benchmark Engineering on site to witness the helical piles install
- Due to below grade conditions encountered, helical pile foundation sub had to bring larger piles to site to achieve required pressures.
- Sept 17 was first day contractor able to access the room since Sept 10 due to owner events in the room.

CONSTRUCTION PROGRESS

- Helical piles foundation work complete. Ladner testing to submit report of work and pressures of piles.
- Remaining foundation work scheduled to occur over next few days including steel reinforcement, welding of construction brackets on piles, and prep for footings.

PROGRESS PHOTOS





PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 18, 2025

TIME: 11:44 am

WEATHER: Clear Sky 89.6°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

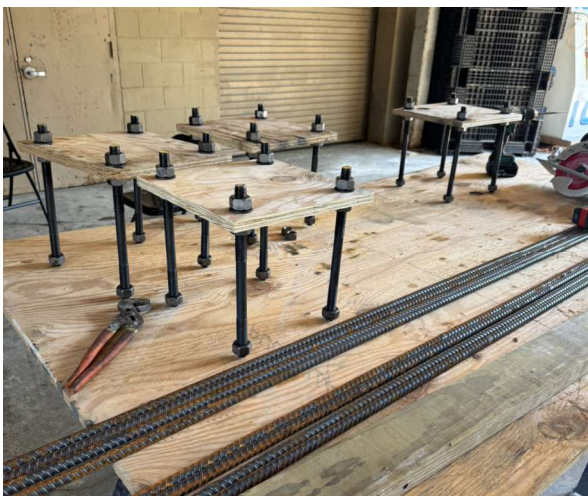
GENERAL COMMENTS

- Prep work for new footings at foundation locations continues
-
- Ready for concrete scheduled for 9/19

CONSTRUCTION PROGRESS

- Building of anchor bolt templates underway
- Welding of new studs to construction plates and install of brackets at each pile location underway
- Doweling and install of steel bar at existing footings
- Prep work for concrete placement ongoing

PROGRESS PHOTOS







PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 19, 2025

TIME: 2:19 pm

WEATHER: Scattered Clouds 94.5°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Ladner Testing Two (SOILS TESTING)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Concrete on site for footings at new foundation work. Anchor bolt templates in place.

CONSTRUCTION PROGRESS

- Concrete work for below grade footings at anchor bolts completed.
- Site is ready for delivery of structural steel scheduled for Tues. 9/23.

PROGRESS PHOTOS





PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 22, 2025

TIME: 2:34 pm

WEATHER: Scattered Clouds 90.5°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Wrecked the anchor bolt template and form work from the foundations
- Completed the demo of the remainder of the front of the existing stage. Item to note: once demo complete, discovered existing stage framing wider than depicted on drawings. Per email directive, this width enlargement to be added to either side (end) of the new framing.
- Received new cfsf on site
- Had to enlarge existing service door opening at rear loading dock for the lift equipment to be able to access the big room (temp barricade is built and ready to be utilized)
- Jody Compton inquired as to the speaker layout on drawings and provided GC with Phillip with Academic Technologies contact info regarding speaker layout- email sent along with drawing and updated measurements for Phillip to verify speaker layout on drawings will work.

PROGRESS PHOTOS





PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 23, 2025

TIME: 7:11 am

WEATHER: Overcast Clouds 78.1°F

PRESENT AT SITE: Brian Bradshaw (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Mayor Butch Lee (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Structural steel delivery to site. Unloading and staging to move steel inside bldg preparing for erection.

CONSTRUCTION PROGRESS

- Moved +/- 50% of structural steel inside big room to ready for install
- Electricians demo'd and made safe electrical at center columns and at stage , to ready for steel installation.

PROGRESS PHOTOS





PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 24, 2025

TIME: 11:20 am

WEATHER: Broken Clouds 79.5°F

PRESENT AT SITE: Brad Walker (GENERAL CONTRACTOR)
Brian Bradshaw (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

GENERAL COMMENTS

- Completed staging of structural steel inside big room.
- Moved hoisting equipment for structural steel inside big room
- Mobilized welding and cutting equipment and temp measures such as fire retardant blankets into big room

CONSTRUCTION PROGRESS

- Layout and prep for stage extension framing. Install of cfmf has begun.

PROGRESS PHOTOS





PROJECT FIELD REPORT

PROJECT: Brandon Big Room Renovation

PROJECT NO: 24-040

DATE: September 25, 2025

TIME: 9:49 am

WEATHER: Broken Clouds 75.8°F

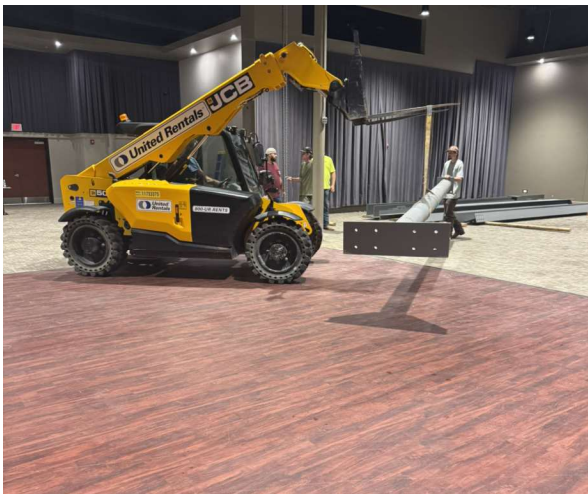
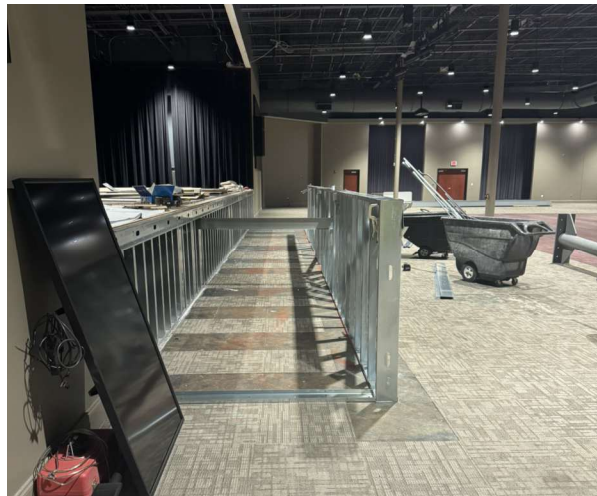
PRESENT AT SITE: Brad Walker (GENERAL CONTRACTOR)
Brian Bradshaw (GENERAL CONTRACTOR)
Bryce Harmon (GENERAL CONTRACTOR)
Jody Compton (FACILITIES)
Moises Rolando (GENERAL CONTRACTOR)
Rob Gilreath (GENERAL CONTRACTOR)
Wilson Dunn (GENERAL CONTRACTOR)

REPORT BY: Rob Gilreath

CONSTRUCTION PROGRESS

- Continued installation of new stage extension
- Began structural steel erection. Columns installed along with truss framing beginning
- Owner's rep Jody Compton approached GC super Wilson Dunn about constructing the stage "lip" differently than shown on drawings (so that in the case of a future potential stage extension, it could possibly be dis-assembled more easily). Due to time issues, GC is moving forward with stage extension as per drawings.

PROGRESS PHOTOS





APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 3 PAGES

TO OWNER:

City of Brandon, MS
1000 Municipal Dr.
Brandon, MS 39042

FROM CONTRACTOR:

Gilreath Construction Company, LLC
140 Old US 80 Suite C
Brandon, MS 39042

PROJECT:

Brandon Big Room Renovations

VIA ARCHITECT:

Wier Boerner Allin Architecture, PLLC
2727 Old Canton Rd. Suite 200
Jackson, MS 39216

APPLICATION #: ONE
PERIOD TO: 09/30/25
PROJECT NOS: 24-040

CONTRACT DATE: 08/14/25

Distribution to:

☐ Owner
☐ Const. Mgr
☐ Architect
☐ Contractor

CONTRACT FOR: Brandon Big Room Renovations

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	248,700.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	248,700.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		150,575.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	3,143.75
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$	4,385.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	7,528.75
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	143,046.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	
8. CURRENT PAYMENT DUE-----	\$	143,046.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	105,653.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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 therein is now due.

CONTRACTOR:

By: George R. Gilreath, Jr. Date: 9/25/25
George R. Gilreath, Jr. - Pres.

State of: Mississippi
County of: Rankin

Subscribed and sworn to before me this 25th day of September 2025

Notary Public: Betty Herring Markham
My Commission expires: April 19, 2026



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 143,046.25

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

ARCHITECT:

By: Lee D. M. Date: 09/26/2025

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 of Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 3 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

Brandon Big Room Renovations

APPLICATION NUMBER: ONE

APPLICATION DATE: 09/25/25

PERIOD TO: 30-Sep-25

ARCHITECT'S PROJECT NO: 24-040

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	DIV. 01- GENERAL REQUIREMENTS								
2	Site Mobilization	6,000.00		6,000.00		6,000.00	100%		300.00
3	Contractor's Sales Tax	8,800.00		2,900.00		2,900.00	33%	5,900.00	145.00
4	Contractor's Payroll Tax-Lab. Burden	10,000.00		3,300.00		3,300.00	33%	6,700.00	165.00
5	Contractor's Insurance/P&P Bonds	5,000.00		5,000.00		5,000.00	100%		250.00
6	Admin., Submittals, Doc.Repr	2,500.00		1,250.00		1,250.00	50%	1,250.00	62.50
7	Vehicle, Phone, Fuel Expense	2,500.00		825.00		825.00	33%	1,675.00	41.25
8	Proj. Superintendent	15,000.00		4,900.00		4,900.00	33%	10,100.00	245.00
9	Proj. Coordination	6,000.00		2,000.00		2,000.00	33%	4,000.00	100.00
10	DIV. 02 - EXISTING CONDITIONS								
11	General Demolition & Disposal	6,000.00		5,800.00		5,800.00	97%	200.00	290.00
12	Subsurface Investigation & Report	3,500.00		3,500.00		3,500.00	100%		175.00
13	DIV. 03- CONCRETE								
14	Structural Reinf. CIP Conc. Lab. & Mat.	2,500.00		2,000.00		2,000.00	80%	500.00	100.00
15	Structural Helical Piles Lab. & Mat.	12,000.00		12,000.00		12,000.00	100%		600.00
16	Special Inspector of Pilings / Report	2,000.00						2,000.00	
17	DIV. 05- METALS								
18	Structural Steel Framing Material/Del.	87,700.00			87,700.00	87,700.00	100%		4,385.00
19	Structural Steel Framing Labor/Equip.	27,100.00		5,400.00		5,400.00	20%	21,700.00	270.00
20	Pipe & Tube Railings Lab. & Mat.	2,500.00						2,500.00	
21	CFMF Lab. & Mat.	15,600.00		7,500.00		7,500.00	48%	8,100.00	375.00
22	DIV. 06- WOOD PLASTICS COMPOSITES								
23	Rough Carpentry / Finish Carpentry L&M	1,500.00						1,500.00	
24	DIV. 09- FINISHES								
25	Gyp Bd. Assemblies Lab. & Mat.	2,300.00						2,300.00	
26	Wood Floor Lab. & Mat. @ Stage Ext.	16,500.00						16,500.00	
27	Tile Carpeting LVT & Existing (patch)	500.00						500.00	
28	Carpet & Stair Nosing for Stage Stairs	2,500.00						2,500.00	
	SUBTOTALS PAGE 2	238,000.00		62,375.00	87,700.00	150,075.00	63%	87,925.00	7,503.75

CONTINUATION SHEET

Page 3 of 3 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

Brandon Big Room Renovations

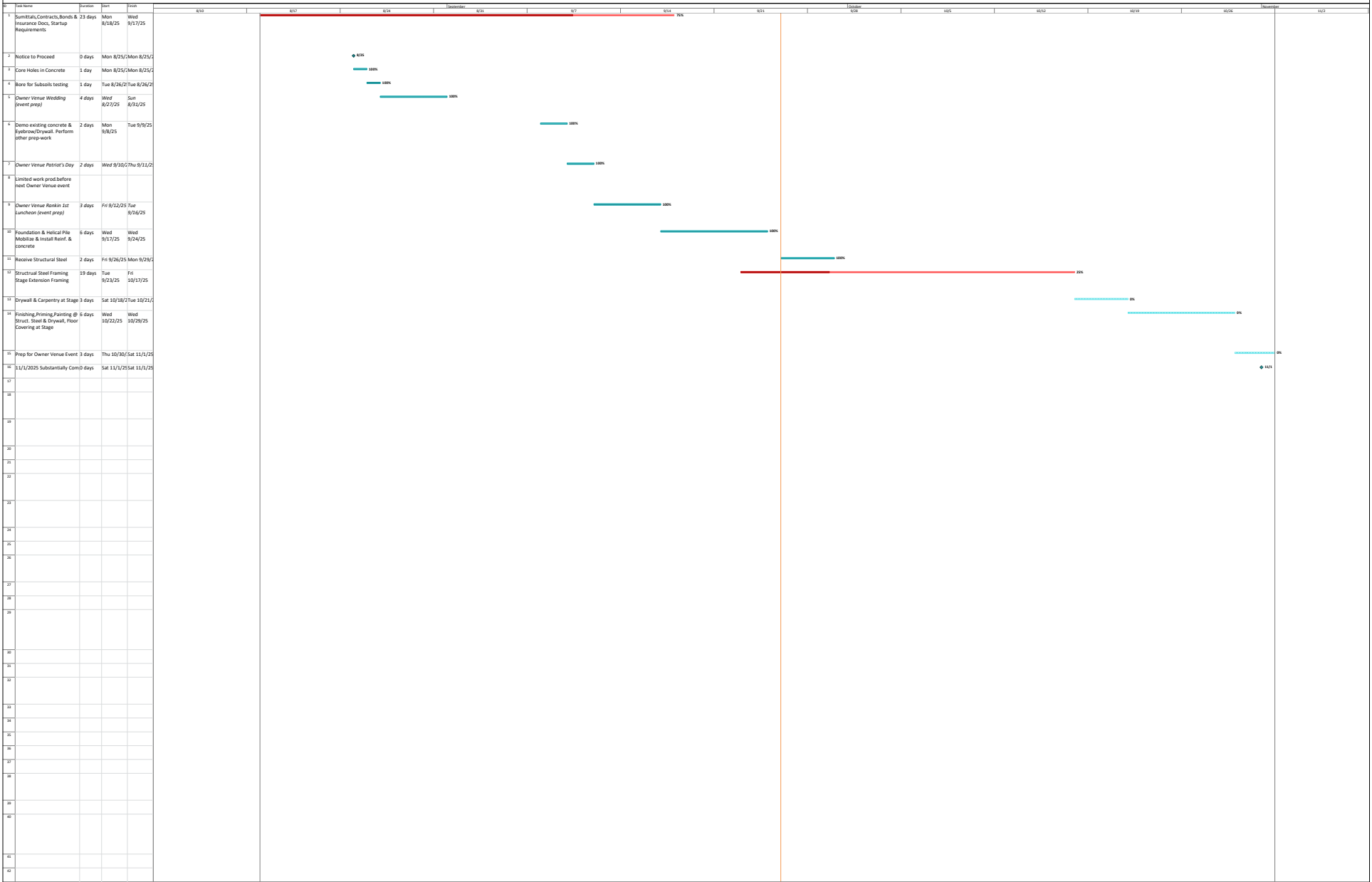
APPLICATION NUMBER: ONE

APPLICATION DATE: 09/25/25

PERIOD TO: 30-Sep-25

ARCHITECT'S PROJECT NO: 24-040

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
29	Painting / Finishing	5,000.00						5,000.00	
30	Electrical & Lighting	5,700.00		500.00		500.00	9%	5,200.00	25.00
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
	SUBTOTALS PAGE 3	248,700.00		62,875.00	87,700.00	150,575.00	61%	98,125.00	7,528.75





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/01/2025
SUBJECT: TRAVEL - FRENCH & BARNETTE

Consideration to approve the travel for Chief Joseph French and Community Development Director Joey Barnette to travel to Tupelo, Mississippi on October 7-8, 2025 to meet with city officials to inquire about their city's zoning enforcement procedures.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/06/2025
SUBJECT: FY 2026 BOND ISSUE

Consideration to develop bid documents for the following projects: Police Department, Fire Department(s), Shiloh Park, Quarry Park and City Park, for the purpose of determining the feasibility of making improvements to public safety and parks to improve the quality of life and safety for the residents of the City of Brandon through a potential bond issue in FY 2026.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/03/2025
SUBJECT: CONDUCT A PUBLIC HEARING FOR A TEMPORARY MORATORIUM

The Board of Aldermen previously adopted a resolution of intent to establish a temporary moratorium to pause all new approvals for preliminary plats for residential development within residentially zoned districts. A public hearing has been set, and proof of publication is attached.

The purpose of the moratorium, as stated in the resolution, is to provide the City time to complete a comprehensive review of the following:

- School burden and classroom capacity
- Traffic congestion and roadway capacity
- Public infrastructure capacity
- Stormwater management and drainage concerns
- Review and revision of the Zoning Ordinance to ensure it is in accordance with the Comprehensive Plan adopted in May 2025
- Comprehensive review and revision of the Development Ordinance to address concerns experienced in past developments
- Ongoing concerns related to Build-to-Rent (BTR) developments

On September 22, 2025, the Planning Commission reviewed this matter and voted to adopt a resolution recommending approval of the temporary moratorium.

ATTACHMENTS:

1. Resolution_Temp_Moratorium_Signed_10.2.2025
2. Planning Commission Resolution_Signed
3. Public Hearing_ Proof of Publication

4. Temp Moratorium Developments _DRAFT
5. Proposed Subdivision Vicinity Map
6. Exhibit A - Granberry Park Preliminary
7. Exhibit B - Jasmine Cove - Phase 2 Preliminary
8. Exhibit C - Grants Ridge - Phase 1 Preliminary
9. Exhibit D - Towne Station Phase 4 - Preliminary Plat Revised
10. Exhibit E - Everleigh Trails Conceptual Master Plan
11. BTR Recommendation Memo (5.02.24) - Review Draft_

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON,
MISSISSIPPI REGARDING THE ADOPTION OF AN ORDINANCE OF THE MAYOR AND
BOARD OF ALDERMEN ADOPTING A COMPREHENSIVE TEMPORARY MORATORIUM ON
THE APPROVAL OF PRELIMINARY PLATS FOR ANY RESIDENTIAL SUBDIVISION IN ANY
RR, R-12, R-8, RM-8, RM-4, RH, MH OR TND ZONING DISTRICT IN THE CITY OF
BRANDON, MISSISSIPPI**

WHEREAS, there came for consideration the question of the imposition of a comprehensive temporary moratorium which would preclude the approval of preliminary plats for any residential subdivision development in any RR, R-12, R-8, RM-8, RM-4, RH, MH or TND zoning district in the City of Brandon, Mississippi; and

WHEREAS, the City has recently adopted a revised Comprehensive Plan on May 5, 2025, which provides updated guidance for the City's future growth and development patterns, and serves as the foundation for evaluating and updating the City's zoning regulations; and

WHEREAS, based on the recently adopted Comprehensive Plan and ongoing development pressures within the City, the governing authorities have identified multiple concerns regarding residential subdivision development, including but not limited to: impacts on existing infrastructure capacity, increased traffic congestion and safety concerns, potential flooding and stormwater management issues, strain on educational facilities and school capacity, density concerns and compatibility with existing neighborhoods, adequacy of public services and utilities, and overall impacts on the health, safety, and welfare of current and future residents; and

WHEREAS, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

WHEREAS, the governing authorities have determined that with the recent adoption of the revised Comprehensive Plan, a comprehensive review and analysis of the City's current Zoning Ordinance is necessary to ensure consistency with the updated Comprehensive Plan and to address the various development concerns identified herein; and

WHEREAS, the governing authorities have retained the Central Mississippi Planning and Development District, the same entity that assisted in the preparation of the recently adopted Comprehensive Plan, to conduct a comprehensive review and amendment process for the City's current zoning ordinance; and

WHEREAS, this comprehensive review process will evaluate all aspects of development in the City, with particular emphasis on residential development, including but not limited to:

density standards and their impacts on infrastructure and community character, traffic generation and circulation patterns, stormwater management and flood mitigation requirements, school capacity and educational facility planning, utility capacity and service delivery, compatibility standards between different land uses, and other regulatory mechanisms to ensure orderly development; and

WHEREAS, the governing authorities find and determine that the City's current Zoning Ordinance requires comprehensive review and potential amendment to address the concerns identified herein and to ensure consistency with the recently adopted Comprehensive Plan; and

WHEREAS, the governing authorities have determined that consideration of revisions to the City's Zoning Ordinance requires adequate time for thorough analysis, public input, and deliberation before the Board of Aldermen can adopt the necessary ordinances to address the matters set forth herein and to assist with accomplishment of this process, the governing authorities have requested assistance from the City's advisory Planning Commission and the Community Development Department in coordination with the Central Mississippi Planning and Development District together with other subject matter experts with updating its Zoning Ordinance and other relevant ordinances; and

WHEREAS, a comprehensive temporary moratorium is necessary in order for the City of Brandon to conduct the required comprehensive review and evaluation of amendments to its Zoning Ordinance with respect to residential development in the RR, R-12, R-8, RM-8, RM-4, RH, MH and TND zoning districts; and

WHEREAS, the City previously implemented a temporary moratorium on March 6, 2023, as subsequently extended, which addressed concerns related to build-to-rent developments and single-family non-owner occupied rental use in residential zoning districts; and

WHEREAS, the comprehensive temporary moratorium proposed herein is intended to subsume and replace the existing temporary moratorium, as the broader comprehensive planning process will address and incorporate the build-to-rent concerns previously identified along with the additional comprehensive development issues described herein, thereby providing a unified and coordinated approach to evaluating and updating the City's residential development regulations; and

WHEREAS, the purpose of the comprehensive temporary moratorium is to allow the City of Brandon adequate time to address the matters generally described herein through a thorough planning process, in order that the City may develop in an orderly fashion in conformance with the recently adopted Comprehensive Plan and the health, safety and welfare of the citizenry; and

WHEREAS, due to ongoing requests for the approval of preliminary plats for residential subdivision development in the RR, R-12, R-8, RM-8, RM-4, RH, MH and TND zoning districts, a comprehensive temporary moratorium is necessary to allow sufficient time to complete the comprehensive review and consider amendments to the City's Zoning Ordinance and other ordinances regarding the matters herein. Said moratorium is necessary to maintain the status quo pending completion of these comprehensive planning steps which are prerequisite to action on this matter by the governing authorities; and now therefore

BE IT RESOLVED that based on the foregoing facts a public hearing is hereby set for the 6th day of October 2025, at 6:00 o'clock p.m., in the City of Brandon Board Room, 1000 Municipal Drive, Brandon, Mississippi, to consider the imposition of a comprehensive temporary moratorium as set forth herein.

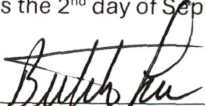
BE IT FURTHER RESOLVED that until such public hearing and consideration of the proposed ordinance, except as provided herein, no approval of any preliminary plat for residential subdivisions in an RR, R-12, R-8, RM-8, RM-4, RH, MH or TND zoning district shall be granted by the City and any pending or future applicants for such shall be advised that consideration of such shall occur only after the public hearing referenced herein and after consideration of the proposed ordinance regarding the imposition of a comprehensive temporary moratorium.

BE IT FURTHER RESOLVED that at the public hearing all persons interested in, affected by, or aggrieved by the imposition of a comprehensive temporary moratorium as described herein shall be permitted to present testimony or evidence in support of or in opposition to the same.

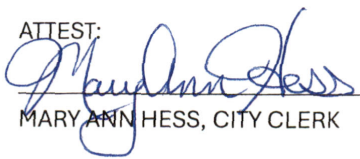
Said Resolution having previously been reduced to writing, a motion was made by Alderman Vinson and seconded by Alderman Williams to adopt the Resolution, and no request having been made by any member that said Resolution be read by the clerk before a vote was taken, said Resolution was adopted by the vote of the Board of Aldermen, the results being as follows:

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

The Mayor thereby declared the motion carried and the Resolution adopted and approved on this the 2nd day of September 2025.


BUTCH LEE, MAYOR

ATTEST:


MARY ANN HESS, CITY CLERK



**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BRANDON,
MISSISSIPPI, REGARDING THE ADOPTION OF AN ORDINANCE OF THE MAYOR AND
BOARD OF ALDERMEN ADOPTING A COMPREHENSIVE TEMPORARY MORATORIUM ON
THE APPROVAL OF PRELIMINARY PLATS FOR ANY RESIDENTIAL SUBDIVISION IN ANY
RR, R-12, R-8, RM-8, RM-4, RH, MH OR TND ZONING DISTRICT IN THE CITY OF
BRANDON, MISSISSIPPI**

WHEREAS, there came for consideration the question of the imposition of a comprehensive temporary moratorium which would preclude the approval of preliminary plats for any residential subdivision development in any RR, R-12, R-8, RM-8, RM-4, RH, MH or TND zoning district in the City of Brandon, Mississippi; and therefore

BE IT RESOLVED that:

1. There came for consideration the question of the imposition of a comprehensive temporary moratorium as described in the Resolution adopted by the governing authorities of the City.
2. The governing authorities are authorized to regulate the same within the corporate limits and to authorize and permit such in accordance with appropriate regulations and ordinances.
3. The City of Brandon has recently adopted a revised Comprehensive Plan on May 5, 2025 for Brandon, Mississippi. This revised Comprehensive Plan has provided the Mayor and Board of Aldermen with an updated basis for regulatory and investment decisions supporting the City's growth and development.
4. The Board of Aldermen has adopted a Zoning Ordinance including an official Zoning Map which it has, with reasonable and necessary amendments, enforced, and all of which must be applied uniformly.
5. Based on the recently adopted revised Comprehensive Plan and ongoing development pressures within the City, the governing authorities have identified multiple concerns regarding residential subdivision development, including but not limited to: impacts on existing infrastructure capacity, increased traffic congestion and safety concerns, potential flooding and stormwater management issues, strain on educational facilities and school capacity, density concerns and compatibility with existing neighborhoods, adequacy of public services and utilities, and overall impacts on the health, safety, and welfare of current and future residents.
6. The said Zoning Ordinance requires comprehensive review under the circumstances to evaluate the development of residential subdivisions in the specified zoning districts and to

include as necessary appropriate regulations pertaining to density, infrastructure impacts, traffic generation, stormwater management, educational facility capacity, utility adequacy, and compatibility standards.

7. The Board of Aldermen has adopted ordinances providing regulations governing the development of residential subdivisions within the City, which as to such developments in the stated zoning districts requires comprehensive review and analysis under the current circumstances.

8. The City has retained the Central Mississippi Planning and Development District, the same entity that assisted in the preparation of the recently adopted Comprehensive Plan, to conduct a comprehensive review and amendment process for the City's current zoning ordinance.

9. The City determines that consideration of revisions to the City's Zoning Ordinance to address the matters at issue requires a public hearing to be held before the Board of Aldermen can adopt the necessary ordinances to address the matters set forth herein and to assist with accomplishment of this process, the Board of Aldermen has requested assistance from its advisory Planning Commission and the Community Development Department in coordination with the Central Mississippi Planning and Development District and other subject matter experts with updating its zoning ordinance and other relevant ordinances.

10. The comprehensive temporary moratorium is necessary in order for the City of Brandon to conduct the required comprehensive review and evaluation of amendments to its Zoning Ordinance to address the continued development of residential subdivisions in the stated zoning districts and to evaluate the need to amend current ordinances or adopt new ordinances relative to pertinent regulation of the development of the same with respect to the matters of concern expressed in the Resolution of the governing authorities adopted with respect to the same.

11. The City previously implemented a temporary moratorium on March 6, 2023, as subsequently extended, which addressed concerns related to build-to-rent developments and single-family non-owner occupied rental use in residential zoning districts; and

12. The comprehensive temporary moratorium proposed herein is intended to subsume and replace the existing temporary moratorium, as the broader comprehensive planning process will address and incorporate the build-to-rent concerns previously identified along with the additional comprehensive development issues described herein, thereby providing a unified and coordinated approach to evaluating and updating the City's residential development regulations; and

13. The purpose of the comprehensive temporary moratorium is required to allow the City of Brandon adequate time to address the matters generally described herein through a thorough planning process, in order that the City may develop in an orderly fashion in conformance with the recently adopted Comprehensive Plan and the health, safety and welfare of the citizenry.

14. Due to ongoing requests for the approval of preliminary plats with respect to the stated developments, a comprehensive temporary moratorium is necessary as to the stated establishments to allow sufficient time to complete the comprehensive review and consider amendment to the City's Zoning Ordinance and other ordinances regarding the matters herein. Said moratorium is necessary to maintain the status quo pending completion of these comprehensive planning steps which are prerequisite to action on this matter by the Mayor and Board of Aldermen.

15. The Planning Commission of the City of Brandon has examined the proposed comprehensive temporary moratorium and adopts this Resolution in support of the same.

16. Based on the foregoing facts the following actions should be taken:

A. A comprehensive temporary moratorium which precludes the approval of any preliminary plat for residential subdivisions in an RR, R-12, R-8, RM-8, RM-4, RH, MH or TND zoning district should be imposed.

B. The comprehensive temporary moratorium should remain imposed until the City of Brandon has completed its comprehensive planning and zoning review activities with respect to the same or twelve (12) months from the date of adoption, whichever occurs first.

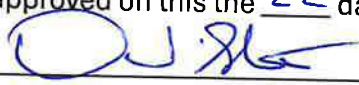
C. The purpose of the comprehensive temporary moratorium is to allow sufficient time to conduct appropriate comprehensive land use and related studies, to evaluate and potentially amend the City's Comprehensive Plan implementation strategies, its Zoning Ordinance and official Zoning Map, as necessary, to address the matters herein, and to consider the adoption of other ordinances regulating residential development in the City. Said moratorium is necessary to maintain the status quo pending completion of these comprehensive planning steps which are prerequisite to action on this matter by the Mayor and Board of Aldermen.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Brandon does hereby find for all of the reasons set forth herein and in accordance with the findings herein that a comprehensive temporary moratorium as described herein is reasonable and required under the circumstances and it is recommended that the Mayor and Board of Aldermen of the City of Brandon adopt an ordinance effecting the same.

The foregoing Resolution having been reduced to writing was introduced by Lynn Bullock, seconded by TOM EVANS and was adopted by the following vote, to wit:

David Stevens	<u>Yea</u>
Suzanne Ross	<u>Yea</u>
Jim Brooks	
Thomas "Tom" Evans, Jr.	<u>YEA</u>
Jeffrey "Lynn" Bullock	<u>Aye</u>
Eric Skipper	<u>YEA</u>

The Chairman thereby declared the motion carried and the Resolution adopted and approved on this the 22 day of September 2025.

, Chairman

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 17TH DAY OF SEPTEMBER, 2025, personally came Marcus Bowers, publisher of the Rankin County News,

NOTICE OF PUBLIC HEARING
OF THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY
OF BRANDON, MISSISSIPPI
REGARDING THE ADOPTION
OF AN ORDINANCE OF THE
MAYOR AND BOARD OF
ALDERMEN ADOPTING A
COMPREHENSIVE TEMPORARY
MORATORIUM ON THE
APPROVAL OF PRELIMINARY
PLATS FOR ANY SUBDIVISION
IN ANY RR, R-12, R-S, RM-S,
RM-4, RH, MH OR TND
ZONING DISTRICT IN THE
CITY OF BRANDON, MISSISSIPPI

WHEREAS, there came for consideration the question of the imposition of a comprehensive temporary moratorium which would preclude the approval of preliminary plats for any residential subdivision development in any RR, R-12, R-S, RM-S, RM-4, RH, MH or TND zoning district in the City of Brandon, Mississippi; and

WHEREAS, the City has recently adopted a revised Comprehensive Plan on May 5, 2025, which provides updated guidance for the City's future growth and development patterns, and serves as the foundation for evaluating and updating the City's zoning regulations; and

WHEREAS, based on the recently adopted Comprehensive Plan and ongoing development pressures within the City, the governing authorities have identified multiple concerns regarding residential subdivision development, including but not limited to: impacts on existing infrastructure capacity, increased traffic congestion and safety concerns, potential flooding and stormwater management issues, strain on educational facilities and school capacity, density concerns and compatibility with existing neighborhoods, adequacy of public services and utilities, and overall impacts on the health, safety, and welfare of current and future residents; and

WHEREAS, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

WHEREAS, the governing authorities have determined that with the recent adoption of the revised Comprehensive Plan, a comprehensive review and analysis of the City's current Zoning Ordinance is necessary to ensure consistency with the updated Comprehensive Plan and to address the various development concerns identified herein; and

WHEREAS, the governing authorities have retained the Central Mississippi Planning and

weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer in and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

NOTICE OF HEARING

TEMPORARY MORATORIUM OF PLATS FOR SUBDIVISION

a copy of which is hereto attached, was published in said newspaper One (1) week, as follows, to-wit:

Vol 178 No. 11 on the 17th day of September, 2025

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned
Marcus Bowers this 17th day of September, 2025

Frances Conger Notary Public
FRANCES CONGER
My Commission Expires: January 25, 2026

PRINTER'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

1,039 words at .12 each..... \$124.68

Proof of Publication..... 3.00

TOTAL..... \$127.68



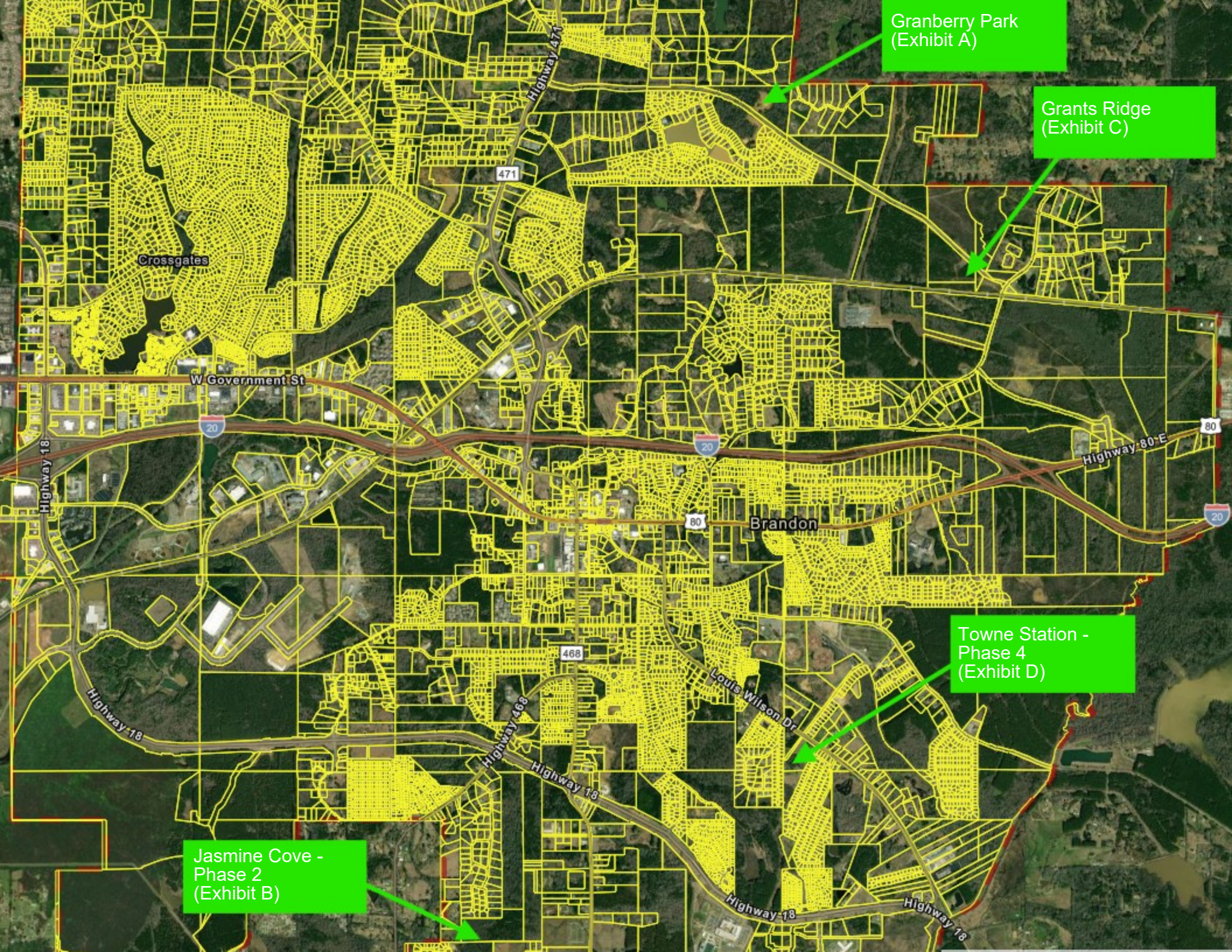
<u>AFFECTED</u>	
DEVELOPMENT NAME	LOCATION
Jasmine Cove - Phase 2 *(119 Lots)	Highway 468 (old Donald Park Subdivision)
Towne Station Phase 4 *(40 Lots)	Louis Wilson Drive
Grants Ridge - Phase1 *(64 Lots)	Grants Ferry Parkway
Granberry Park *(26 Town Homes / 74 Lots)	Grants Ferry Parkway
Any future residential subdivision preliminary plat submittals	Zoning Districts: RR, R-12, R-8, RM-8, RM-4, RH, MH, or TND
<u>NOT AFFECTED, BUT SHOULD BE CONSIDERED</u>	
**Everleigh Trails *(963 Lots)	Star Road/Stonebridge area

DRAFT

<u>NOT AFFECTED</u>	
DEVELOPMENT NAME	LOCATION
Brookfield *(34 Lots)	Old Highway 471
Potter's Mill *(9 Lots)	Grants Ferry Parkway
Kennedy Farm Phase 3 *(60 Lots)	Kennedy Farm Parkway
Hyde Park Phase 2 *(70 Lots)	Star Road
Cornerstone Phase 10 *(38 Lots)	Cornerstone Subdivision
Cornerstone Phase 11 *(40 Lots)	Cornerstone Subdivision
Jasmine Cove - Phase 1 *(55 Lots)	Highway 468 (old Donald Park Subdivision)
Collier Crossing - Phase 1 *(46 Lots)	South College Street
Collier Crossing - Phase 2 *(73 Lots)	South College Street
Hyde Park Phase 1 *(40 -Lots)	Star Road
**Stonebridge *(204 Lots)	Stonebridge Blvd

* Lot counts are an approximation

** Outside of City Limits - Utilities Provided

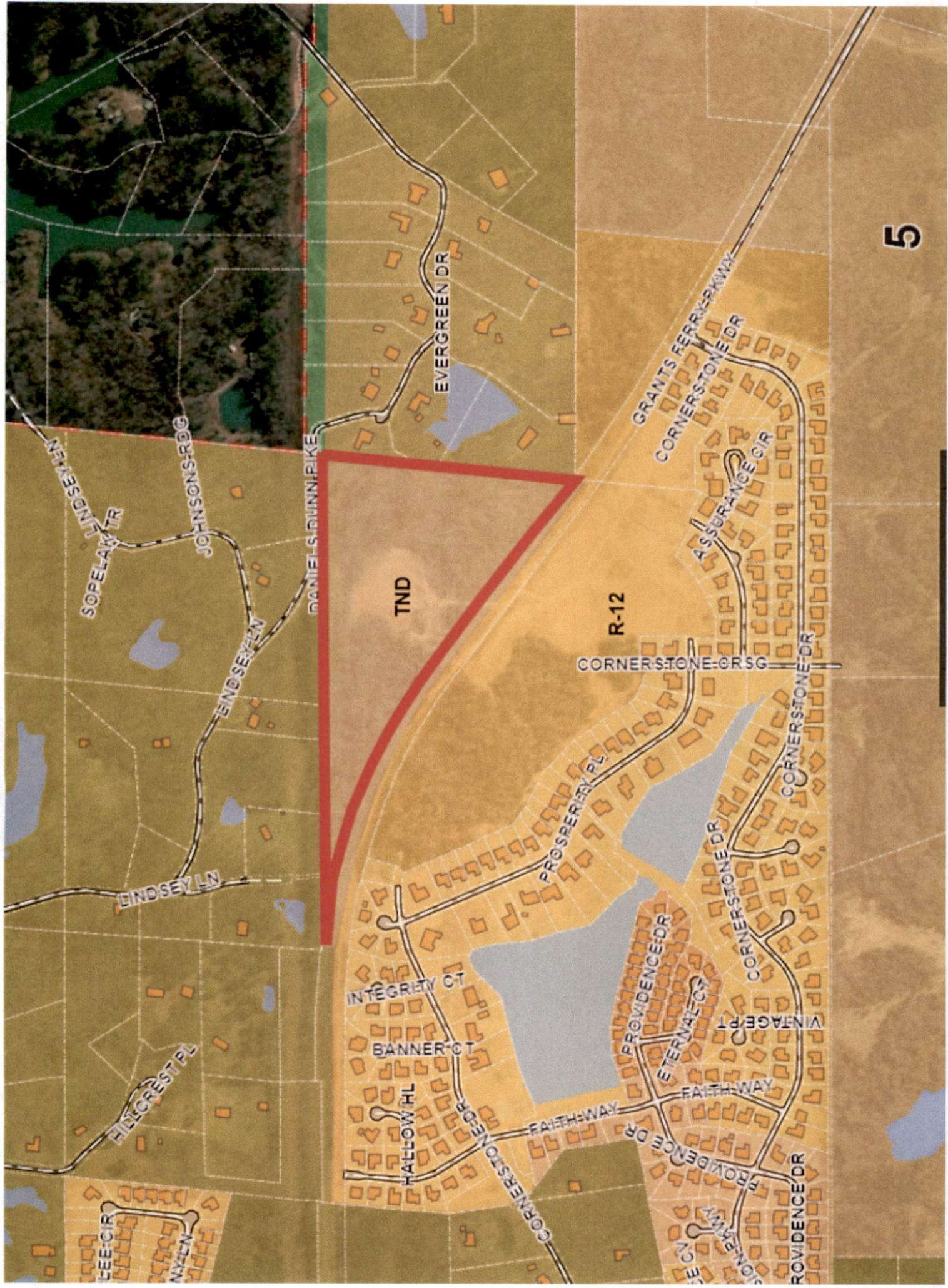


Granberry Park
(Exhibit A)

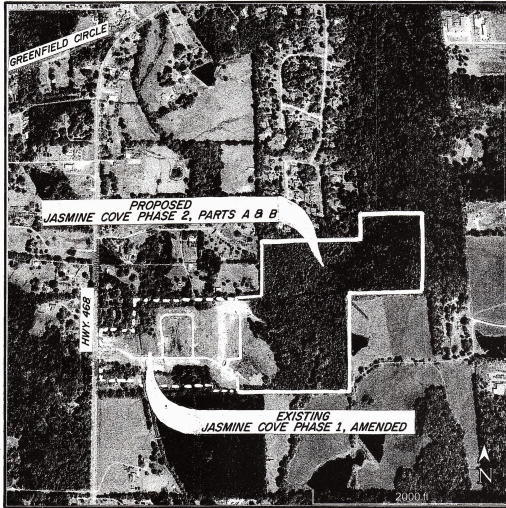
Grants Ridge
(Exhibit C)

Towne Station -
Phase 4
(Exhibit D)

Jasmine Cove -
Phase 2
(Exhibit B)







VICINITY MAP

GOOGLE EARTH - 2023



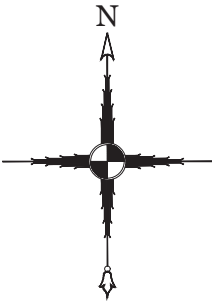
DESIGNED: T. BAILEY		SCALE: 1"=100'		BAILEY & LAND SURVEY, INC. BY: <i>[Signature]</i>	
DRAWN: R. DALE		DWG. NO: 24-301			
APPROVED: T. BAILEY					
DATE: JANUARY, 2025					
REV. NO.	DATE	NATURE OF REVISION	BY	CHKD.	APPD.

JASMINE COVE PHASE 1
PRELIMINARY DEVELOPMENT

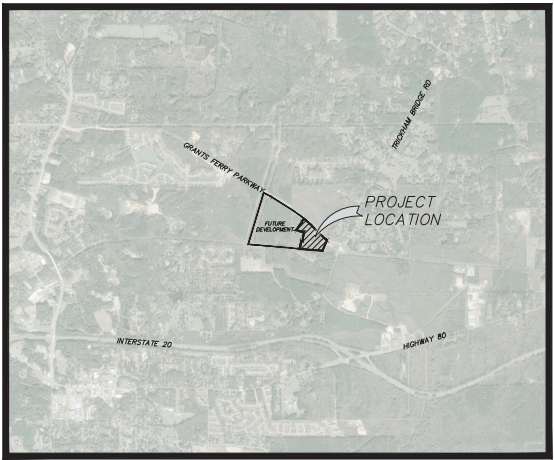
BAILEY E & LAND S
BY
JASMINE COVE PHASE
PRELIMINARY DEVELOPMENT

CONSTRUCTION PLANS FOR:
GRANTS RIDGE, PHASE 1

LOCATION:
CITY OF BRANDON
RANKIN COUNTY, MISSISSIPPI
DECEMBER, 2024



FOR CONSTRUCTION



VICINITY MAP

DRAWING INDEX

CONTENTS	SHEET NO.
COVER	1
GENERAL CONSTRUCTION NOTES	2
TYPICAL SECTION & MISCELLANEOUS DETAILS	3
GEOMETRIC LAYOUT	4
WATER & SANITARY SEWER LAYOUT	5
GRADING LAYOUT	6
STORM DRAIN LAYOUT	7
EROSION CONTROL LAYOUT	8
WATER DISTRIBUTION SYSTEM DETAILS	9
SANITARY SEWER SYSTEM DETAILS	10
TYPE SS-2 CURB INLET DETAIL - PRECAST	11
TYPE SS-2 CURB INLET DETAIL - POURED-IN-PLACE	12
TYPE SS-2 CURB INLET DETAIL FOR PIPES OVER 30" - POURED-IN-PLACE	13
STORM DRAIN DETAILS	14
DETENTION BASIN DETAILS	15
EROSION CONTROL DETAILS	16
SIGNAGE & STRIPING DETAILS	17
PLAN/PROFILE - GRANTS RIDGE BLVD (STA. 1+00 - STA. 10+67.05)	18
PLAN/PROFILE - GRANTS RIDGE WAY (STA. 67+44.41 - STA. 73+28.17)	19
PLAN/PROFILE - IRONCLAD TRAIL (STA. 92+73.52 - STA. 101+93.09)	20
PLAN/PROFILE - HUNTER CREEK RD (STA. 114+74.42 - STA. 125+57.06)	21
PLAN/PROFILE - SANITARY SEWER LINES A & B	22



Jeff H. Bagley
Jefferson H. Bagley, P.E.
Mississippi License No. 35401

05/01/25
Date

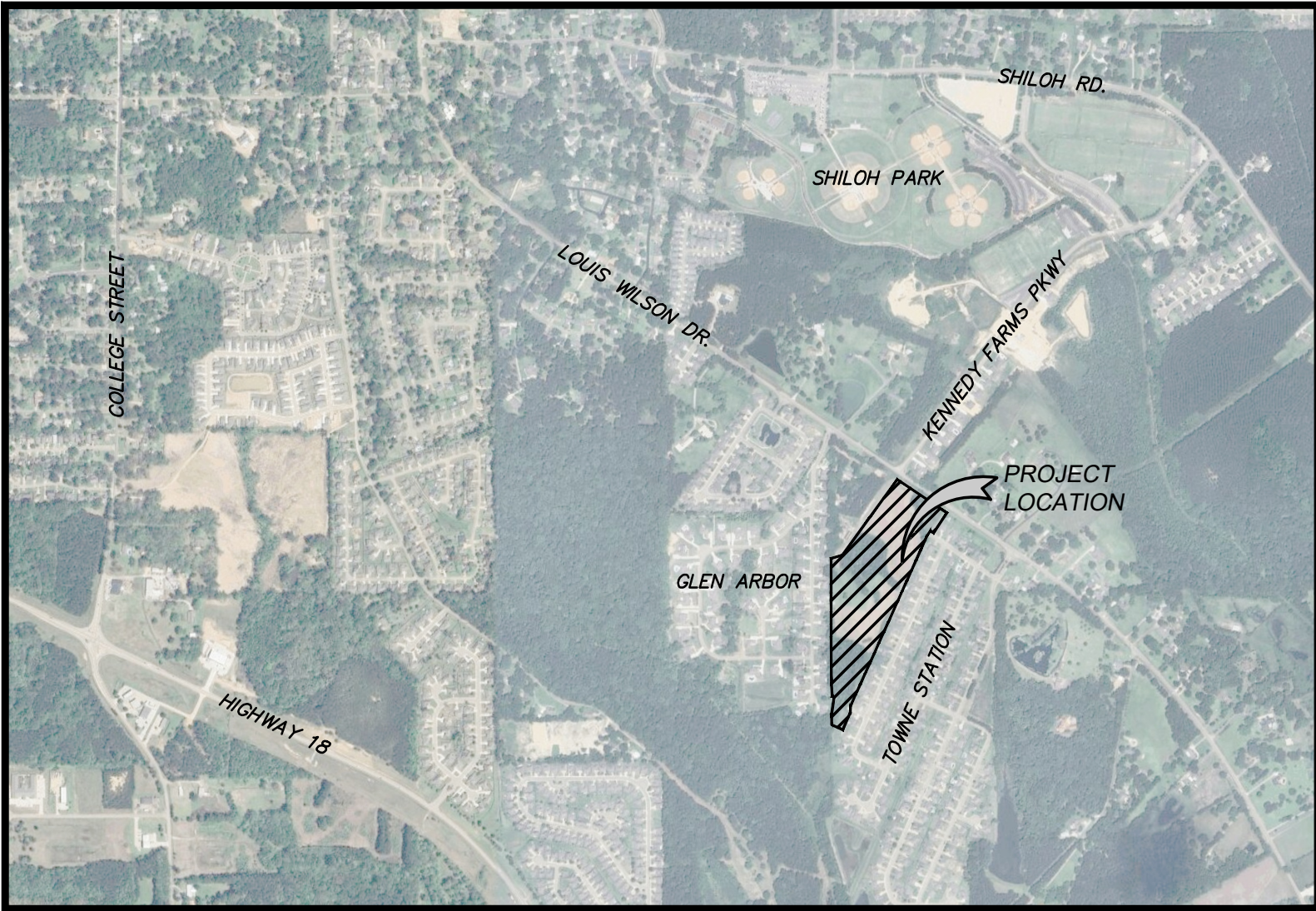
Equipment, materials and construction of all improvements required in these plans shall be in accordance with these construction drawings & project specifications.
The drawings and specifications represented herein are and shall remain the property of Benchmark Engineering & Surveying, LLC and no part thereof shall be copied, disclosed to others or used in connection with any other work or project other than the specific project for which they have been prepared. Visual contact with these drawings or specifications shall constitute evidence of acceptance of these restrictions.

OWNER:
S&S BUILDERS OF MS, INC.
1940 FLORENCE BYRAM RD.
FLORENCE, MS 39073

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

SHEET NUMBER
1 of 22

PROJECT NUMBER
B-10365



- LEGEND**
- EXISTING SANITARY SEWER MAIN
 - EXISTING SEWER MANHOLE
 - EXISTING STORM DRAIN CULVERT
 - EXISTING WATER MAIN
 - EXISTING CONTOUR
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED EASEMENT
 - PROPOSED SANITARY SEWER MANHOLE
 - PROPOSED CURB INLET
 - PROPOSED JUNCTION BOX
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - PROPOSED GATE VALVE ASSEMBLY
 - PROPOSED 8" WATER MAIN
 - PROPOSED 8" SANITARY SEWER MAIN
 - PROPOSED STORM DRAIN CULVERT

NOTE: THIS DOCUMENT IS INTENDED FOR PRELIMINARY USE ONLY AND IS NOT FOR CONSTRUCTION OR BIDDING PURPOSES.

Curve Table					
Curve Delta	Length	Radius	Tangent	Chord	Ch. Bearing
C1 49°40'32"	151.73	175.00	81.00	147.02	N 00°37'26" W

Line Table		
Line	Bearing	Distance
L1	N 01°24'29" E	16.42
L2	N 36°07'28" E	36.49
L3	N 75°19'05" E	27.24
L4	N 56°04'07" W	28.58
L5	S 33°46'55" W	50.67
L6	S 02°24'28" W	53.88
L7	N 66°06'01" W	55.32
L8	N 10°01'29" E	9.71
L9	N 24°12'50" E	17.6

HORIZONTAL CURVE DATA

"A"
Delta=90°00'00"
R=235.62'
T=150.00'
Ch.=212.13'
Brg.=N 20°47'10" W
DCC=38°11'50"

NOTE: H.O.A. REFERS TO HOME OWNER'S ASSOCIATION AND IS INTENDED TO REPRESENT THE H.O.A. AS THE OWNER OF EASEMENT. ALL EASEMENTS NOT SPECIFICALLY LABELED AS SUCH SHALL BE DEDICATED TO THE CITY OF BRANDON FOR THEIR USE AND MAINTENANCE OF PUBLIC UTILITIES.

PRELIMINARY - NOT FOR CONSTRUCTION

BENCHMARK
ENGINEERING & SURVEYING, LLC
CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV MAPPING
BRANDON | FLOWOOD | MADISON
www.benchmarkms.net 601.627.7780
EST. 2004

REVISIONS:

DATE: 08/12/25	DRAWN: JHB
CHECKED: GAB	SCALE: 1"=60'
REF C/L:	EG SURFACE:
FC SURFACE:	

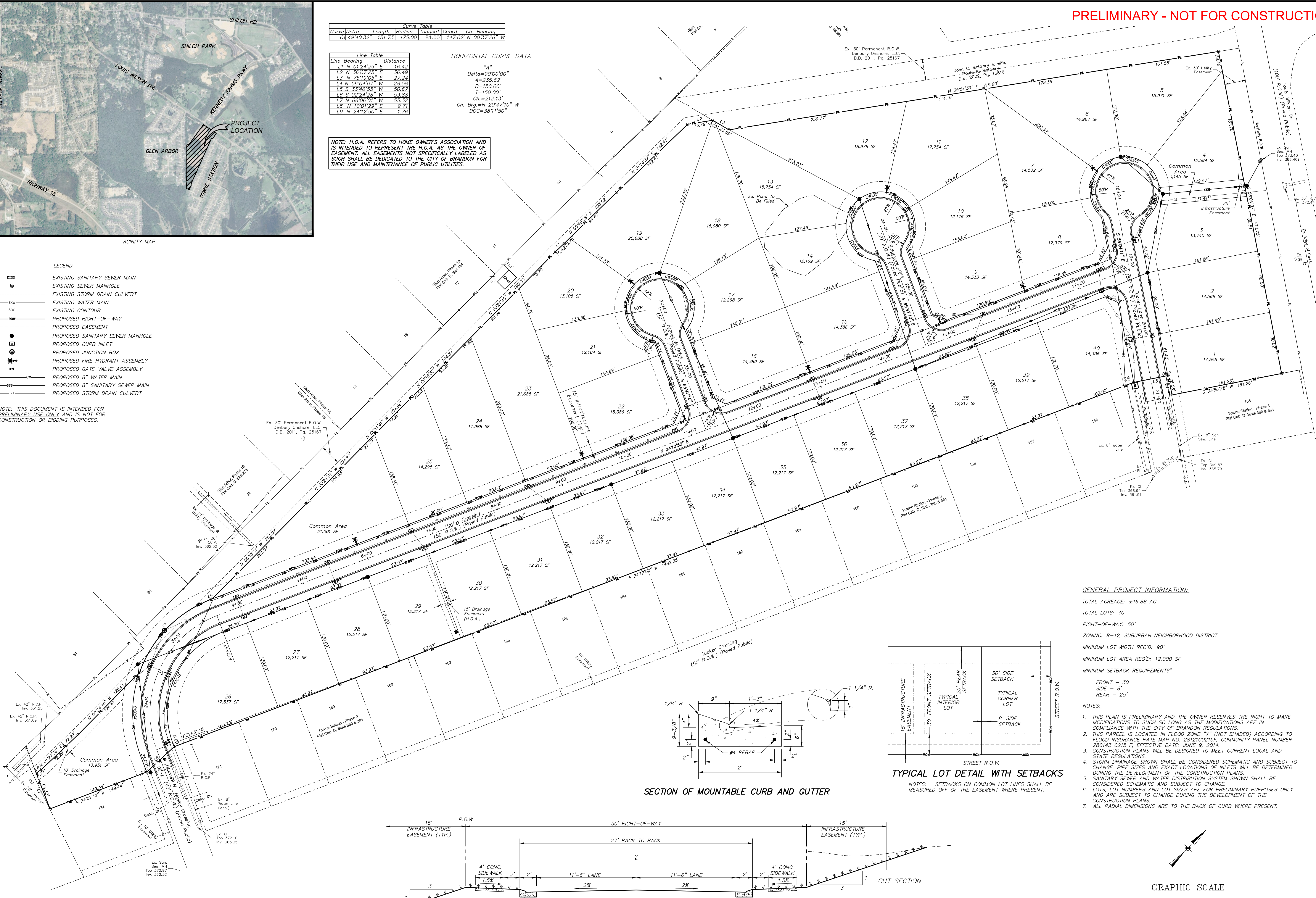
PROJECT LOCATION:
LOUIS WILSON DRIVE
BRANDON, MS 39042
CLIENT:
D.R. HORTON, INC.
1641 POPPS FERRY RD., STE. B, BILOXI, MS 39532

PROJECT:
TOWNE STATION, PHASE 4
SHEET CONTENTS:
PRELIMINARY PLAT

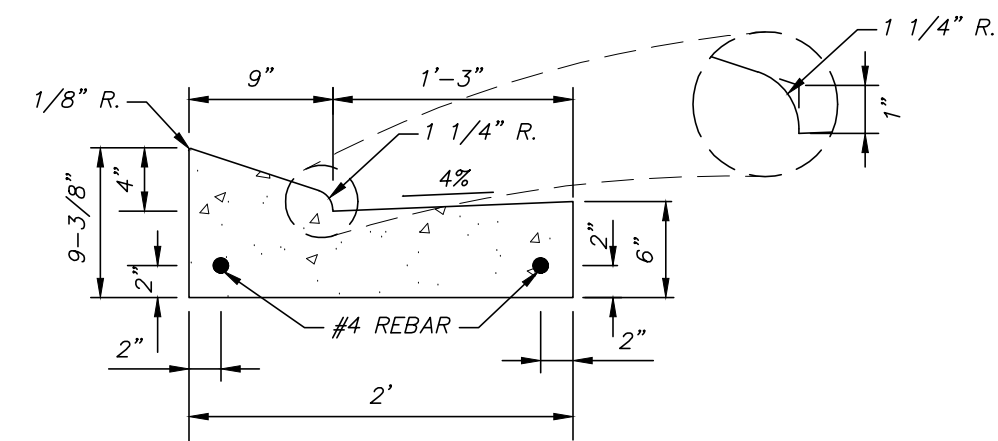
SHEET NUMBER

1 of 1

PROJECT NUMBER
B-11071



SECTION OF MOUNTABLE CURB AND GUTTER



TYPICAL LOT DETAIL WITH SETBACKS

NOTES: SETBACKS ON COMMON LOT LINES SHALL BE MEASURED OFF OF THE EASEMENT WHERE PRESENT.

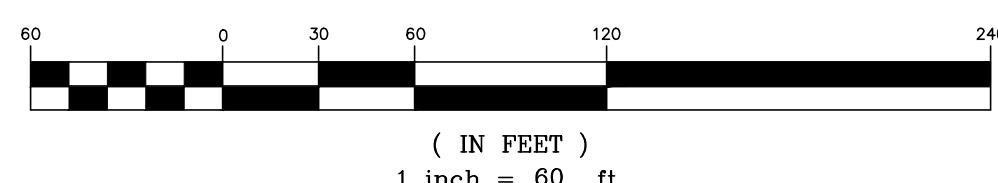
GENERAL PROJECT INFORMATION:

TOTAL ACREAGE: ±16.88 AC
TOTAL LOTS: 40
RIGHT-OF-WAY: 50'
ZONING: R-12, SUBURBAN NEIGHBORHOOD DISTRICT
MINIMUM LOT WIDTH REQ'D: 90'
MINIMUM LOT AREA REQ'D: 12,000 SF
MINIMUM SETBACK REQUIREMENTS"

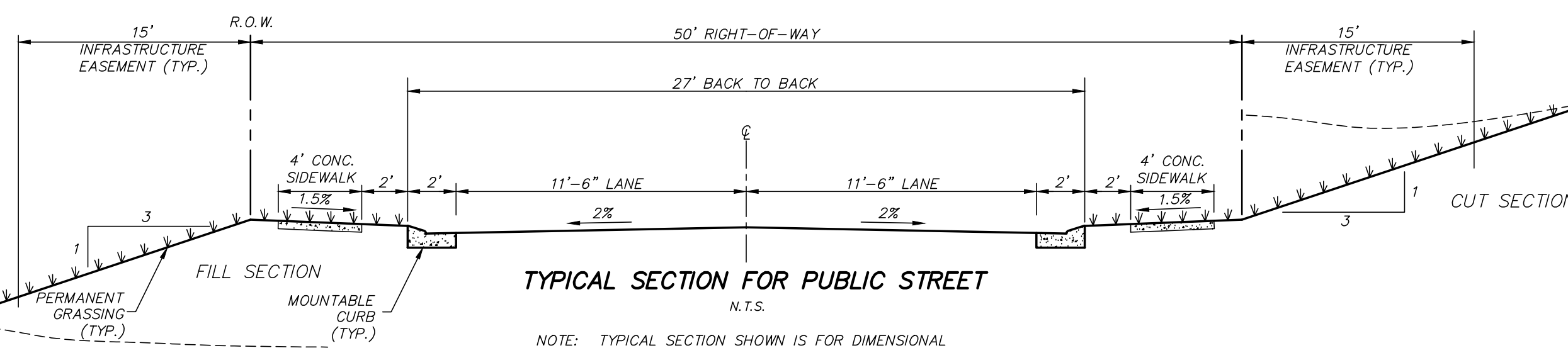
NOTES:

- THIS PLAN IS PRELIMINARY AND THE OWNER RESERVES THE RIGHT TO MAKE MODIFICATIONS TO SUCH SO LONG AS THE MODIFICATIONS ARE IN COMPLIANCE WITH THE CITY OF BRANDON REGULATIONS.
- THIS PARCEL IS LOCATED IN FLOOD ZONE "X" (NOT SHADED) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 28121C0215F, COMMUNITY PANEL NUMBER 280143 0215 F, EFFECTIVE DATE: JUNE 9, 2014.
- CONSTRUCTION PLANS WILL BE DESIGNED TO MEET CURRENT LOCAL AND STATE REGULATIONS.
- STORM DRAINAGE SHOWN SHALL BE CONSIDERED SCHEMATIC AND SUBJECT TO CHANGE. PIPE SIZES AND EXACT LOCATIONS OF INLETS WILL BE DETERMINED DURING THE DEVELOPMENT OF THE CONSTRUCTION PLANS.
- SANITARY SEWER AND WATER DISTRIBUTION SYSTEM SHOWN SHALL BE CONSIDERED SCHEMATIC AND SUBJECT TO CHANGE.
- LOTS, LOT NUMBERS AND LOT SIZES ARE FOR PRELIMINARY PURPOSES ONLY AND ARE SUBJECT TO CHANGE DURING THE DEVELOPMENT OF THE CONSTRUCTION PLANS.
- ALL RADIAL DIMENSIONS ARE TO THE BACK OF CURB WHERE PRESENT.

GRAPHIC SCALE



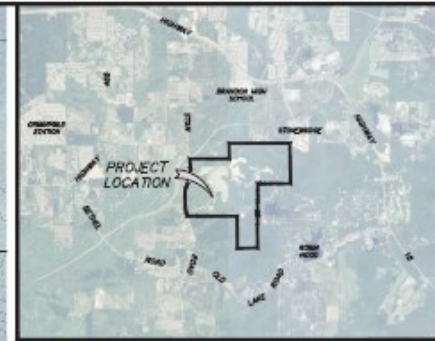
TYPICAL SECTION FOR PUBLIC STREET



NOTE: TYPICAL SECTION SHOWN IS FOR DIMENSIONAL PURPOSES ONLY. THE PAVEMENT SECTION WILL BE DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS FOR THIS SITE. PAVEMENT STRUCTURE WILL BE INCLUDED WITH CONSTRUCTION PLAN SUBMITTAL.

EVERLEIGH TRAILS

CONCEPTUAL MASTER PLAN
RANKIN COUNTY, MISSISSIPPI



VICINITY MAP
1"=4,000'

LEGEND

- 70' x 135'-150' (272 LOTS)
- 90' x 200' (14 LOTS)
- 80' x 140' (251 LOTS)
- 125'-150' x 200' (15 LOTS)
- 80'-100' x 150'-200' (411 LOTS)
- COMMON AREA/GREEN SPACE
- CLUBHOUSE/AMENITIES SITE
- EXISTING LAKE

PROJECT INFORMATION

TOTAL LOTS - 963

ZONING - R-15 (MEDIUM DENSITY RESIDENTIAL)

MIN. LOT WIDTH REQUIREMENT - 70'

MIN. LOT AREA REQUIREMENT - 6,500 SF



Memorandum

To: Sam Hawkins, Director of Planning

From: Robert Barber, FAICP and Lila Osborn

Date: 05.02.24

RE: Build to Rent Development Findings and Recommendations

Overview and Background

In March of 2023, Brandon enacted a 12-month moratorium on Build to Rent (BTR) developments. The purpose of the moratorium was to allow adequate time to evaluate the impacts of BTR developments on community development generally, and their potential impact on Brandon specifically. During this period, the city researched the impacts of BTR developments and best practices for regulating the emerging development type.

As noted in the city's moratorium summary memorandum dated 3.3.24 (Appendix A), BTRs present several community development challenges. These challenges include the potential of increasing housing costs, constraining the availability of dwellings for purchase, and impacting long-term community stability.

American real estate markets have seen a dramatic increase in the number of single-family BTR homes constructed in existing and newly created subdivisions. While the BTR development model is not new, it has grown quickly throughout the country over the last decade. In 2023, the Urban Institute¹ cited U.S. Census Bureau data estimates showing that BTR housing constituted about 7.3 percent of all new housing construction from Q2 2022 to Q1 2023. This compares to a 3 percent average from 1990-2022 illustrating rapid growth in the BTR sector in the last few years.

BTR communities do provide housing and lifestyle options for individuals and families who do not wish, or cannot afford, to own a home. BTRs offer the privacy of a single-family home without the maintenance and responsibility of homeownership, and they are generally convenient and cost-effective to manage. Despite these advantages, there is growing evidence related to the effects of excessive BTR development on community stability, character, and affordability.

As of February 2023, three new subdivisions with a total of 315 lots had been approved that could potentially be developed for BTR housing. An additional 400 lots have been approved in the last twelve months under the moratorium. As of February 2024, Brandon's Planning Department estimates a total of 715 vacant lots available for single-family construction.

¹ <https://www.urban.org/sites/default/files/2023-06/What%20Is%20the%20Build-to-Rent%20Sector%20and%20Who%20Does%20It%20Serve.pdf>

Based on ongoing research of impacts of BTR housing and Brandon's community development goals as stated in the ***Plan Brandon! Comprehensive City Plan to 2035***, this sets out a recommended course of management of BTR developments.

Planning Goals from *Plan Brandon! Comprehensive City Plan to 2035*

The Comprehensive Plan adopted in 2015 highlights region-specific perspectives and directions for desired future housing development in Brandon. These perspectives and directions reflect a community vision for quality, long-lasting, attractive housing development that will complement existing character and assets. Based on research citations of this report, excessive BTR housing development conflicts with Brandon's general development vision.

Plan Brandon! used a neighborhood areas framework approach to develop its long-term planning goals. These goals are listed by each neighborhood area below:

Northwest Brandon

*Perspective: "Neighborhood preservation and stabilization to counter too many rentals, aging housing stock and infrastructure."*²

Northeast Brandon

*Perspective: "Need for quality development standards for both residential and commercial buildings."*³

Southeast Brandon

*Perspective: "Retention of residential property values."*⁴

*Directions: "Enhance property values through quality land use development." And "Adopt design standards for quality development of residential subdivisions."*⁵

Relevant BTR Studies

While the effects of BTR on different communities vary, impacts typically relate to the following:

- Affordability of for-sale homes
- Affordability of rentals
- Reduced rates of homeownership
- Reduced individual potential for home ownership
- Displacement and gentrification
- Suburban sprawl

² ***Plan Brandon 2035!*** Page 54

³ ***Plan Brandon 2035!*** Page 55

⁴ ***Plan Brandon 2035!*** Page 59

⁵ ***Plan Brandon 2035!*** Page 59

- Stability and character of communities

The following studies express these results related to these concerns.

- A study conducted by the National Association of Realtors⁶ summarized that proliferation of build-to-rent and institutional homebuyers takes housing stock away from individual homebuyers and drives prices and competition up for for-sale homes. The study also concludes that while build-to-rent housing increases the supply of rental housing, the scarcity of developed lots and construction labor also reduces the available resources of the construction of homes for owner occupancy.
- A study from the University of Miami⁷ explored the long-term social sustainability and community dynamics of BTR developments. The study contends that BTR neighborhoods tend to be transient; When a large portion of residents are renters rather than homeowners, the sense of stability and long-term commitment to a neighborhood may be diminished. Additionally, rent prices in these communities tend to be higher than traditional rentals because of modern amenities and professional management services. This not only strains the budgets of tenants but reduces the possibility of saving for homeownership and eventually building equity. More indirectly, excessive BTR can lead to market concentration of rentals, rising property values, gentrification and displacement of lower income residents, and alteration of community character.

Relevant Tenure Studies

As stated above, Brandon's Comprehensive Plan highlights the community's goal to promote homeownership and manage the city's stock of rental units. Based on consensus among studies synthesized by various organizations, promoting homeownership is likely to improve quality of life for households and communities, legitimizing the goal to manage tenure through public policy.

A 2016 report from the National Association of Realtors⁸ summarizes the benefits of homeownership in areas including educational attainment, civic participation, health benefits (physical and mental), crime reduction, public assistance, and property maintenance and improvement.

A 2020 evidence brief from Habitat for Humanity⁹ echoes many of these same findings, adding that homeownership is a catalyst to wealth building for U.S. households, particularly for minorities.

⁶ <https://www.nar.realtor/research-and-statistics/research-reports/impact-of-institutional-buyers-on-home-sales-and-single-family-rentals>

⁷ https://www.researchgate.net/publication/377383100_The_Dangerous_Rise_of_Build_to_Rent_Communities_in_the_USA

⁸ https://cdn.nar.realtor/sites/default/files/documents/Homeownership-Stable-Housing2016.pdf?_gl=1*hjzejv*_gcl_au*MTY3NzM3OTkyNC4xNzA3NDg1MjU1

⁹ [file:///C:/Users/osbor/Downloads/Evidence-Brief_Overview-of-Homeownership-lores%20\(1\).pdf](file:///C:/Users/osbor/Downloads/Evidence-Brief_Overview-of-Homeownership-lores%20(1).pdf)

Tenure Impact Projections

Using the most recent American Community Survey (ACS) 2020 tenure data¹⁰ and the Planning Department's estimate of 715 developable lots, the following projections illustrate potential impact of BTR development on Brandon's tenure ratio.

In 2022, the actual ratio for total occupied households (9,286 households) by tenure was 81% owner-occupied and 19% renter-occupied.

If 50% of the 715 developable lots are built as BTR, the percent owner-occupied could decline to 79% and the percent renter-occupied could increase to 21%.

If 75% of the 715 developable lots are built as BTR, the percent owner-occupied could decline to 77% and the percent renter-occupied could increase to 23%.

Both scenarios represent stark changes to the tenure ratio, at odds with the goals of the Comprehensive Plan.

Comparable Cases

In recent years, a number of southeastern cities and counties have adopted regulations to manage the impacts of prolific BTR development. The nature of these regulations varies from restrictions allowing BTR development within specific zoning districts, by special permit only, and complete bans. There has yet to be precedence for regulating BTR in Mississippi.

- ¹¹**2024** Decatur, AL enacted 6-month moratorium on BTR as the first BTR regulation in Alabama.
- ¹²**2023** Forsyth, GA requires a conditional use hearing for BTRs and requires and requires onsite management.
- ¹³**2022** Cherokee County, GA adopted zoning language stating:
"For Rent Communities shall be permitted by right in the RD-3, RM-10, and RM-16 zoning districts. For Rent Communities shall be permitted in the TND zoning district with and exceptional variance. For Rent Communities shall be prohibited in any district where the use is not permitted by right."
- ¹⁴**2021** Clayton County, GA prohibits BTR developments through the jurisdiction's Subdivision Regulations

¹⁰ <https://data.census.gov/table/ACSST5Y2022.S1101?q=Brandon%20city,%20Mississippi&t=Housing>

¹¹ <https://whnt.com/news/decatgur/decatgur-city-council-approves-six-month-moratorium-on-build-to-rent-projects/>

¹² https://forsythco.com/Portals/0/Documents/CommunityDevelopment/UDC/udc_013_ch11.pdf

¹³ <https://www.cherokee.ga.gov/Zoning/resources/documents/ZoningOrdinance/Article-7-DistrictUsesandRegulations20220215.pdf>

¹⁴ <https://civicclerk.blob.core.windows.net/stream/FORSYTHCOGA/c990fa14-f05e-4a5e-8eb0-7c997ec546b1.pdf?sv=2022-11-02&st=2023-09-20T19%3A05%3A19Z&se=2024-09-20T19%3A10%3A19Z&sr=b&sp=r&sig=751Mw9tVGPBcRentDm%2F6gXHqfKOsKrQCr7PHGuZCHZU%3D>

- ¹⁵**2021** City of Woodstock, GA limits BTR development to R-3 district and applies material standards
- ¹⁶**2014** Alpharetta, GA restricted most residential zoning districts to permit only “for sale” housing

Recommended Actions

Excessive BTR development conflicts with Brandon’s community development goals. Addressing BTR developments with the objectives of mitigating negative community development impacts, promoting homeownership, and aligning with Brandon’s planning goals is recommended.

Five options for managing BTR development were listed for consideration in the Moratorium summary memo of 3.6.24. The options are restated below with strategy 3 recommended as the most appropriate action.

Strategy	Rationale	Comments
1. Limit by-right allowed uses to "for sale" dwellings in low-density single-family zones	BTR development is categorically excluded.	Regulating tenure appears untested. Possible circumvention by selling to a secondary entity
2. Create a new zoning classification specifically for BTR development	BTRs as a use are not categorically prohibited throughout the zoning ordinance since there is a district that allows them.	The city will still encounter contentious rezoning requests to accommodate BTR development.
3. Require conditional use approval BTR development	Avoid categorically denying BTR developments by establishing review process.	Approval criteria would need to be developed and applied
4. Regardless of approach, ensure that all dwellings in a BTR development are sited on individual fee-simple lots.	Ensure that sale of homes to individuals is facilitated.	N/A

¹⁵ https://library.municode.com/ga/Woodstock/ordinances/land_development_code?nodeId=1094719

¹⁶ https://library.municode.com/ga/alpharetta/codes/unified_development_code?nodeId=UNDECOALGE

5. Establish a target rental/owner ratio as a planning goal	An adopted policy will provide objective support for handling future BTR zoning requests	Requires an appropriate ratio to be established.
---	--	--

Attachments:

Attachment A: BTR Memo (2.27.23)

Attachment B: BTR Moratorium (3.6.23)

Attachment C: Proposed Amendment 1 - Draft Zoning Ordinance Amendment

Amendment D: Proposed Amendment 2 – Draft Development Ordinance Amendment

DRAFT

Attachment A -2023 BTR Memo

Memo

To: Randy Barnes

From: Robert Barber, FAICP

Date: 2.27.23

RE: BTR Moratorium Overview

Overview

A key contributor to a community's sustained livability and desirability is a residential market that offers a supply of homes with a range of dwelling types, sizes, and prices. While certain national trends may appear in news headlines, real estate is a very localized market. One emerging trend with local implications is a dramatic increase in the number of build-to-rent (BTR) single-family homes in existing and newly created subdivisions. While the BTR model isn't new, it has spread dramatically across the country over the last decade.

In October 2021, the National Apartment Association cites a report published by the Wall Street Journal which states that 6% of homes currently under construction in the 2nd Quarter of 2021 were BTRs. A number of forecasters expect this number to grow in the coming years-particularly in Sunbelt markets with strong employment growth.

BTRs pose several community development challenges. These include the potential of driving up housing costs, constraining the availability of dwellings for purchase, and impacting the long-term stability of neighborhoods.

Local Regulation of BTRs

A BTR development is required to appear and function like any similarly regulated single-family development. They must be held to the same development standards as a non-BTR development. Applicable codes will include zoning, subdivision regulations, and building codes. However, some municipalities are addressing the specific BTR phenomenon through planning policy to limit this type of development based on its community impact. Policies include zoning provisions and capping on the number or percentage of BTR properties within a city or zoning district.

Comparable Cases

Research into the matter is ongoing and the attached matrix offers some approach options for consideration. The most explicit and directly applicable zoning option discovered thus far is from Alpharetta, Georgia summarized below.

Alpharetta, Georgia Example

In 2014, The City of Alpharetta amended its Unified Development Code to specify that only “for sale” dwellings are permitted in single-family residential districts. This stipulation remains in its current zoning code.

https://library.municode.com/ga/alpharetta/codes/unified_development_code?nodeId=UNDECOALGE

Note that the City of Alpharetta commissioned a rental housing study and received an updated report in July 2022. https://www.alpharetta.ga.us/docs/default-source/publications/comprehensive-plan/alpharetta-rental-study.pdf?sfvrsn=dfeadfab_4

The report cites US Census data showing the city’s housing stock is 32.3% rental, which is down from the 2015 level of 37.4% and “... is nearly in line with the city’s long-term goal of having 32% of its housing as renter-occupied units.”

Potential Areas of Review

The table below list potential of review for addressing BTR developments. Options listed are not all inclusive and may be expanded. Research into the matter is ongoing.

Strategy	Rationale	Comments
1. Limit by-right allowed uses to "for sale" dwellings in low-density single-family zones	BTR development is categorically excluded.	Regulating tenure appears untested. Possible circumvention by selling to a secondary entity
2. Create a new zoning classification specifically for BTR development	BTRs as a use are not categorically prohibited throughout the zoning ordinance since there is a district that allows them.	The city will still encounter contentious rezoning requests to accommodate BTR development.
3. Require conditional use approval BTR development	Avoid categorically denying BTR developments by establishing review process.	Approval criteria would need to be developed and applied
4. Regardless of approach, ensure that all dwellings in a BTR development are sited on individual fee-simple lots.	Ensure that sale of homes to individuals is facilitated.	N/A
5. Establish a target rental/owner ratio as a planning	An adopted policy will provide objective support for handling future BTR zoning requests	Requires an appropriate ratio to be established.

Study Period

To allow time for the study this matter as it may impact Brandon, a moratorium is proposed. The moratorium is limited to BRT developments alone. Upon enactment, the matter will be studied to determine what, if any, measures related to BRT developments would be appropriate for the City to consider.

DRAFT

Attachment B – BTR Moratorium

Ordinance 03-06-2023 – Moratorium

EXPLANATORY STATEMENT OF PUBLIC MEASURE OR
AMENDMENT THERETO OF THE CITY OF BRANDON, MISSISSIPPI
PURSUANT TO MISS. CODE ANN. SECTION 21-17-19 (1972 AS
AMENDED)

1. Name of Public Measure or Amendment thereto:

ORDINANCE OF THE CITY OF BRANDON IMPOSING A TEMPORARY MORATORIUM OF THE RESIDENTIAL SUBDIVISION DEVELOPMENT AND THE APPROVAL OF PRELIMINARY PLATS OR OTHER DEVELOPMENT PLANS OR FINAL PLATS FOR ANY RESIDENTIAL SUBDIVISION IN ANY RR, R-12, R-8, RM-8, RM-4 OR TND ZONING DISTRICT IN THE CITY OF BRANDON

2. Date of Adoption: March 6, 2023.

3. Explanatory Statement summarizing the full text of the Public Measure or Amendment thereto including the chief purpose thereto:

The purpose of this Ordinance is to implement a temporary moratorium of single-family residential subdivision development to study and implement such changes as may be necessary to address build to rent subdivisions or BRT's. The Ordinance provides certain exceptions for the continued development of single-family residential subdivisions consistent with the intent thereof.

4. A copy of the full text of the Ordinance, during the entire time of publication of this Explanatory Statement, shall be posted by the City Clerk for the City of Brandon at: (1) the Brandon City Hall, (2) the Brandon Public Library, and (3) the Brandon Police Station.
5. The City Clerk will furnish any resident of the City of Brandon, a copy of the full text of this Public Measure or Amendment thereto upon request.

THIS, the 6th day of March 2023.


Angela Bean, City Clerk



ORDINANCE OF THE CITY OF BRANDON IMPOSING A TEMPORARY MORATORIUM OF THE RESIDENTIAL SUBDIVISION DEVELOPMENT AND THE APPROVAL OF PRELIMINARY PLATS OR OTHER DEVELOPMENT PLANS OR FINAL PLATS FOR ANY RESIDENTIAL SUBDIVISION IN ANY RR, R-12, R-89 RM-8, RM-4 OR TND ZONING DISTRICT IN THE CITY OF BRANDON

Whereas, there came for consideration the question of the imposition of a temporary moratorium which would preclude the approval of preliminary plats or other development plans or final plats for single-family residential subdivision developments in any RR, R-12, R-8, RM-8, RM-4 or TND zoning district in the City of Brandon; and

Whereas, based on recent events, the governing authorities are concerned with the nature of development where instead of single-family owner-occupied dwellings, the developer is constructing dwellings with the intent of occupancy to be single-family non-owner occupied rental use exclusively, generally referred to as build-to-rent or BRT; and

Whereas, BRTs pose several community development challenges. These include potentially driving up the cost of housing, constraining the availability of dwellings for purchase, and impacting the long-term stability of neighborhoods; and

Whereas, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

Whereas, the governing authorities have adopted a Comprehensive Plan for Brandon, Mississippi which has provided the governing authorities with a basis for regulatory and investment decisions supporting the City's growth and development; and

Whereas, the governing authorities have determined that with the growth and development in the City since the adoption of the present Comprehensive Plan, that the same requires a thorough review and, as determined by subject matter experts, revision and modification; and

Whereas, based on the City's Comprehensive Plan, the governing authorities adopted an amended and revised Zoning Ordinance, which includes various residential, commercial, employment and special districts and an official Zoning Map identifying the zoning district of each parcel in the City consistent with the said Comprehensive Plan and Zoning Ordinance.

Whereas, the governing authorities find and determine that City's Zoning Ordinance requires review under the circumstances to evaluate the continuation of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts in present form or to modify and amend the same as appropriate in the premises; and

Whereas, in conjunction with the review of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, the Board of Aldermen has determined to review and revise and update as necessary the City's Comprehensive Plan; and

Whereas, the governing authorities have determined that consideration of revisions to the City's Zoning Ordinance requires a public hearing to be held before the Board of Aldermen can adopt the necessary ordinances to address the matters set forth herein and to assist with accomplishment of this process, the governing authorities have requested assistance from the City's advisory Planning Commission and the Community Development Department and independent experts with updating its Zoning Ordinance and other relevant ordinances; and

Whereas, a temporary moratorium is necessary in order for the City of Brandon to evaluate the need for any amendment to its Zoning Ordinance with respect to the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts; and

Whereas, the purpose of the temporary moratorium is to allow the City of Brandon to address the matters generally described herein, in order that the City may develop in an orderly fashion in conformance with the City's needs therein and the health, safety and welfare of the citizenry; and

Whereas, due to requests for the approval of preliminary plats and related development plans and final plats for single-family residential subdivision development in the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, a temporary moratorium is necessary as to the approval of the same to allow sufficient time to consider amendments to the City's Zoning Ordinance and other ordinances regarding the matters herein. Said moratorium is necessary to maintain the status quo pending completion of these steps which are prerequisite to action on this matter by the governing authorities;

Whereas, the Planning Commission of the City of Brandon examined the proposed temporary moratorium and adopted a Resolution in support of the same; and

Whereas, a public hearing was held in this matter on the 6th day of March, 2023, at 6:00 o'clock p.m., at the City of Brandon Board Room, 1000 Municipal Drive, Brandon, Mississippi, where consideration of the imposition of a temporary moratorium was held; and

NOW THEREFORE BE IT ORDAINED by the governing authorities of the City of Brandon that:

1. A temporary moratorium, except as provided herein, which precludes the approval of any preliminary plat and/or development plans or final plats for single-family residential subdivisions in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district should be and is hereby imposed.
2. The temporary moratorium shall be imposed until the City of Brandon has completed its planning and zoning activities with respect to the same or twelve (12) months from the date of passage, whichever occurs first.
3. The temporary moratorium shall not apply and/or pertain to a single-family residential subdivision development in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district where the final plat has been previously approved by the City, or with respect to a residential subdivision where the protective

covenants for the subdivision include provisions that address the issues for which the temporary moratorium is to be implemented and are approved by the City and which cannot thereafter be amended without the approval of the City, and where such subdivisions are subject to such conditions by the City consistent herewith. Further, the City recognizes certain issues as presented by the Homebuilders Association of Mississippi and accordingly finds that if such protective covenants include the following, the same shall be rebuttably presumed to address the issues for which the temporary moratorium is to be implemented, to-wit:

A. An allowance for "cover leases" by residential homebuilders within the first 36 months after the issuance of certificate of occupancy for up to 36 months. By the terms hereof a "cover lease" is a lease by the homebuilder to enable them to place their newly-built houses for lease to provide "cover" for the homebuilder if the house is on the market for a greater than anticipated or expected period of time before sale.

B. A total "cap" on all leases and residential development up to 25% of the gross total number of lots in any platted phase of the subdivision, regardless of the nature of the lease, or the purpose of the lease.

C. An allowance or exception for true lease-purchases, whereby the owner is required to close on the purchase of the dwelling house within a certain set period of time, not to exceed three years after the inception of the lease-purchase agreement, and at least 5% of each lease payment is applied as a credit against the purchase price, and the lessee, in addition to lessor, is liable for compliance with the protective covenants. Lease-purchase agreements are excepted from both A. and B. above.

4. For the immediate and temporary preservation of the public peace, health, safety and welfare of the citizenry and for other good cause and statements of reasons why as set forth herein-above, upon unanimous vote of all members of the Board of Aldermen, this Ordinance shall be immediately effective from and after passage.

Said Ordinance having previously been reduced to writing, a motion was made by Alderman Vinson and seconded by Alderman Farris to adopt the Ordinance, and no request having been made by any member that said Ordinance be read by the Clerk before a vote was taken, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

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

The Mayor thereby declared the motion carried and the Ordinance adopted and approved on this the 6th day of March 2023.

ON THIS THE 07 day of March 2023.



BUTCH LEE, MAYOR

ATTEST:



ANGELA BEAN, CITY CLERK



DRAFT

Attachment C - Amendment 1 – Draft Zoning Ordinance Amendment

Whereas, the City of Brandon's growth and development is guided by the Plan Brandon 2035! Comprehensive Plan, and

Whereas, recent increases in build-to-rent housing developments, both locally and nationally, as a relatively new development type have created a need to examine the impacts of such development on the community, and

Whereas, on the 6th day of March, 2023, the Board of Aldermen did adopt an Ordinance establishing a temporary moratorium of the residential subdivision development and the approval of preliminary plats or other development plans or final plats for any residential subdivision in any RR, R-12, R-8, RM-8, RM-4, or TND zoning district in the City of Brandon constructed as a build-to-rent development; and

Whereas, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

Whereas, related research findings indicate potential negative impacts of the proliferation of developments constructed for single-family non-owner occupied, rental-use exclusively, including affordability of for-sale homes, affordability of rentals, reduced rates of homeownership, reduced individual potential for homeownership, displacement and gentrification, suburban sprawl, and long-term stability and character of communities, and;

Whereas, based on the City's Comprehensive Plan, the City of Brandon adopted an amended and revised Zoning Ordinance, which includes various residential, commercial, employment and special districts and an official Zoning Map identifying the zoning district of each parcel in the City consistent with the said Comprehensive Plan and Zoning Ordinance; and

Whereas, the City of Brandon finds and determines that City's Zoning Ordinance requires review under the circumstances to evaluate the continuation of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts in present form or to modify and amend the same as appropriate in the premises; and

Whereas, amendments to the Zoning Ordinance are necessary in order for the City of Brandon to mitigate the impacts of single-family non-owner occupied rental use exclusively; and

Whereas, the Planning Commission of the City of Brandon has studied the matter and the proposed amendment and recommended approval of the same; and

Whereas, a public hearing was held on the matter on the XX day of XXX, 2024, at 6:00 o'clock p.m., at the City of Brandon Board Room, 1000 Municipal Drive, Brandon, Mississippi.

Draft Zoning Ordinance Amendment

ORDINANCE AMENDING APPENDIX A, ARTICLE 4 OF THE CODE OF ORDINANCES OF THE CITY OF BRANDON, MISSISSIPPI

Be it ordered that Appendix A, Article 4.3 and 4.4 of the Code of Ordinances shall be amended to permit Build-to-Rent (BTR) housing development as a conditional use, as provided herein-below, to wit:

The Residential category of the Permitted Uses Table of Article 4.3 is amended to read:¹⁷

PERMITTED USES TABLE																
Use	Zoning District															
	Residential							Commercial			Employment			Special Districts		
	RR	R-12	R-8	RM-8	RM-4	RH	MH	NC	CC	RC	I-1	I-2	ORC	VMU	PUD	TND
Residential																
Duplex	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P
Boarding house	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-
Manufactured home	C	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-
Multifamily, four or fewer units	-	-	-	-	P	P	-	-	-	-	-	-	-	-	P	P
Multifamily, more than four units	-	-	-	-	-	P	-	-	-	-	-	-	-	P	P	P
Secondary attached/detached dwellings	C	C												C	C	C
Single-family	P	P	P	P	P	P	-	-	-	-	-	-	-	P	P	P
Upper Floor Residential	-	-	-	-	-	-	-	P	P	-	-	-	-	P	P	P
<u>Build-to-Rent Development</u>	-	<u>C</u>	<u>C</u>	-	-	-	-	-	-	-	-	-	-	-	<u>C</u>	-

¹⁷ Added language is underlined red.

Article 4.4.2 is amended to read in full as follows¹⁸:

4.4.2 Residential uses.

1. Duplex.

- i. **Definition:** A structure containing two dwelling units on a single lot.
- ii. **Districts permitted:** RM-8, RM-4, RH, PUD, TND.
- iii. **Parking:** Two spaces per unit; units dedicated to elderly, 0.5 spaces per unit.
- iv. **Loading:** This use has no loading requirements
- v. **Additional standards:**
 - 1. A dwelling shall have a primary entrance either on the façade facing the front lot line or visible from the public right-of-way.

2. Boarding house – rooming house.

- i. **Definition:** An establishment providing overnight lodging to four or fewer transient patrons.
- ii. **Districts permitted:** Conditional use in RH.
- iii. **Parking:** One space per bedroom.
- iv. **Loading:** This use has no loading requirements.
- v. **Additional standards:**
 - A boarding house shall have a primary entrance either on the façade facing the front lot line or visible from the public right-of-way.

3. Manufactured home.

- i. **Definition:** A structure, ~~transportable~~ in one or more sections, which, when erected on site, is 320 or more square feet, and which is built on a permanent chassis. These homes are designed to be used for residential purposes, with or without a permanent foundation when connected to the required utilities, and contain the necessary plumbing, heating, air conditioning, and electrical systems. A home which does not meet the minimum size requirements stated above, is a manufactured home if it either (1) is certified as such by HUD pursuant to the federal Manufactured Home Construction and Safety Standards Act, 41 U.S.C. 778 5401, et. seq., as amended, or (2) complies with the NFPA 501B/ANSI A119.1 (1973, 1974 and 1975 editions).
 - A manufactured home also means a residential building which, whether or not a manufactured home as defined above (and which under the county's prior regulations may have been defined as a mobile home), is either:
 - Located in a legally existing manufactured home park in the city on the effective date of these regulations; or
 - Proposed to be relocated onto a legal manufactured home space in a manufactured home park; predates the certification requirements of the Federal Manufactured Home Construction and Safety Standards Act and NFPA 501b/ANSI a119.1 (1973 through 1975 editions); and is inspected by the chief building official and determined to be in a safe,

¹⁸ Added language in red.

sound physical condition and to meet any other requirements for such homes as may be specified in the city's building code.

- The term manufactured home shall not include travel trailers, camper trailers, campers or self-contained motor homes or camper buses.

ii. **Districts permitted:** MH: Conditional use in RR.

iii. **Parking:** Two spaces per unit.

iv. **Loading:** This use has no loading requirements.

v. **Additional standards**

- The mobile home shall be located in an approved mobile home park.

4. Multifamily, four or fewer units.

i. **Definition:** A structure containing four or fewer attached dwelling units used for residential occupancy.

ii. **Districts permitted:** RM-4, RH, PUD, TND.

iii. **Parking:** Two spaces per unit.

iv. **Loading:** This use has no loading requirements.

v. **Addition standards:**

- Façades shall be designed with consistent materials and treatments that wrap around all street-facing façades. There shall be a unifying architectural theme for the entire multifamily development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
- Building façades shall include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a façade.
- Flat roofs shall include cornices, parapets, or similar architectural details to add variety and break up the roofline.
- Where townhouse lots and dwelling units are designed to face upon an open or common access court rather than upon a street, this open court shall be a minimum of 40 feet in width and such court shall not include vehicular drives or parking areas.
- In accordance with the development ordinance of the City of Brandon, all underground utility connections shall be installed in such a manner that the utility lines do not cross the lots of adjoining townhouses other than in dedicated easements.
- Parking shall be located in the rear, or side of the structures.

5. Multifamily, more than four units.

i. **Definition:** A structure or structures containing more than four attached dwelling units used for residential occupancy.

ii. **Districts permitted:** RH, VMU, PUD, TND.

iii. **Parking:** One per bedroom for single bedroom units and two for each dwelling unit containing two or more bedrooms.

iv. **Parking:** Shall be located in the rear, or side of the structures.

v. **Loading:** One loading space is required for developments of greater than 12 units.

vi. **Additional standards:**

- Façades shall be designed with consistent materials and treatments that wrap around all street-facing façades. There shall be a unifying architectural theme for the entire multifamily development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
- Building façades shall include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a façade.
- Flat roofs shall include cornices, parapets, or similar architectural details to add variety and break up the roofline.
- There shall be a minimum distance of ten feet between main buildings of an apartment complex containing up to eight dwelling units. Multifamily dwellings of more than eight units shall require site plan review to determine the minimum distance between buildings.

6. Single-family.

- i. **Definition:** A site-built residential building designed for occupancy by one family. For the purposes of this ordinance, single-family dwelling does not refer to mobile, manufactured, modular, panelized or pre-cut homes.
- ii. **Districts permitted:** RR, R-12, R-8, RM-8, RM-4, RH, VMU, PUD, TND.
- iii. **Parking:** There shall be a minimum of two covered parking spaces, side by side, having a minimum dimension of 400 square feet per single-family dwelling unit.
- iv. **Loading:** This use has no loading requirements.
- v. **Additional standards:**
 - Single-family units in RM-4, and MU may be attached.
 - Protective covenants in the form of a recording containing the following language:
 - a. “Not more than 25% of the gross total number of lots in this Phase, regardless of the nature of the lease, or the purpose of the lease, may be leased for any reason. For any such lease, no part or portion of a Lot or dwelling (as distinguished from the entire Lot or dwelling) shall be rented for any period. The entire dwelling and all the improvements on the lots must be leased and then only for a minimum term of 12 months, except as otherwise provided herein.
 - b. No lots or dwellings shall be leased or rented under any time-sharing, time interval, or right-to-use programs. Any owner or tenant of any lot or dwelling who shall lease or rent such lot or dwelling shall promptly following execution of a rental agreement, or upon the request in writing of the Board of Directors, forward a conformed copy of such rental agreement to the Board of Directors and to the Management Agent, if any.
 - c. All lease or rental agreements, other than for Build to rent purposes, shall be in writing and must be submitted to the HOA for approval. Any such agreements shall contain, or shall be deemed to contain, a provision to the effect that the rights of the tenant to use and occupy the dwelling shall be subject and subordinate in all respects to the provisions of this Declaration to the Bylaws and to such reasonable Neighborhood Rules as the Board of Directors from time to time may duly adopt and promulgate among the Members. Such lease

agreement shall further provide that any failure by the tenant to comply with any of the same shall be a default under the lease agreement.

- d. An allowance is permitted for “cover leases” by residential homebuilders within the first 36 months after the issuance of certificate of occupancy for up to 36 months. By the terms hereof a “cover lease” is a lease by the homebuilder to enable them to place their newly-built houses for lease to provide “cover” for the homebuilder if the house is on the market for a greater than anticipated or expected period of time before sale.
- e. The prohibitions of this section shall not be interpreted or construed to prevent the use and occupancy of a dwelling by a member of an Owner’s immediate family, related by blood or marriage, during a term of limited duration when the Owner is away for an extended period of time but is expected to return.
- f. An allowance or exception is made for true lease-purchases, whereby the owner is required to close on the purchase of the dwelling house within a certain set period of time, not to exceed three years after the inception of the lease-purchase agreement, and at least 5% of each lease payment is applied as a credit against the purchase price, and the lessee, in addition to lessor, is liable for compliance with the protective covenants.
- g. The provisions for amendment of these Protective Covenants notwithstanding, this Section 9, Paragraphs a-f, may not be amended without the written consent of the governing authority of the City of Brandon, Mississippi.”

W

7. Upper floor residential.

- i. **Definition:** A structure containing dwelling units on the second story or above with commercial or office space on the ground floor.
- ii. **Districts permitted:** NC, CC, VMU, PUD, TND.
- iii. **Parking:** One space per unit.
- iv. **Loading:** This use has no loading requirements.
- v. **Additional standards:**

8. Build-to-Rent Development.

- v. **Definition:** Residential developments that are designed and constructed specifically for rental purposes and owned and managed by a single entity such as a property investment company, real estate investment trust (REIT), or private landlord.
- vi. **Districts permitted:** Conditional use in R-12, R-8, and PUD.
- vi. **Parking:** Two spaces per unit; units dedicated to elderly, 0.5 spaces per unit.
- vii. **Loading:** This use has no loading requirements.
- viii. **Additional standards:**
 - A maximum of 50 homes shall be permitted in a single development where build-to-rent housing is present.
 - A maximum of 10% of homes in a single phase may be offered for rent.
 - A build-to-rent development shall be located at least one-half mile radius from any other build-to-rent development.

- On-site management shall be required and may be located in an accessory office building. An accessory office building shall be designed to maintain the architectural design, style, appearance, and character of the development.
- Variation of building elevations shall be provided so that at least four substantially distinct elevation configurations are present within a single development of ten or more homes. If a development contains fewer than ten homes a minimum of two elevation configurations are required.
- Home designs shall establish variety and shall not be repeated within a span of 4 units in any direction.
- Side and rear building elevations, garages, carports, and all accessory structures shall have the same level of design and architectural detailing as the front façade.
- Garages shall be recessed behind the front façade of the home and integrated into the overall building design to reinforce streetscape variation.

DRAFT

Attachment D - Amendment 2 – Draft Development Ordinance Amendment

Whereas, the City of Brandon's growth and development is guided by the Plan Brandon 2035! Comprehensive Plan, and

Whereas, recent increases in build-to-rent housing developments, both locally and nationally, as a relatively new development type have created a need to examine the impacts of such development on the community, and

Whereas, on the 6th day of March, 2023, the Board of Aldermen did adopt an Ordinance establishing a temporary moratorium of the residential subdivision development and the approval of preliminary plats or other development plans or final plats for any residential subdivision in any RR, R-12, R-8, RM-8, RM-4, or TND zoning district in the City of Brandon constructed as a build-to-rent development; and

Whereas, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

Whereas, related research findings indicate potential negative impacts of the proliferation of developments constructed for single-family non-owner occupied, rental-use exclusively, including affordability of for-sale homes, affordability of rentals, reduced rates of homeownership, reduced individual potential for homeownership, displacement and gentrification, suburban sprawl, and long-term stability and character of communities, and;

Whereas, based on the City's Comprehensive Plan, the City of Brandon adopted an amended and revised Development Ordinance, which includes process and procedures for subdivision of land, consistent with the said Comprehensive Plan and Zoning Ordinance; and

Whereas, the City of Brandon finds and determines that City's Zoning Ordinance requires review under the circumstances to evaluate the process of subdivision of land in present form or to modify and amend the same as appropriate in the premises; and

Whereas, amendments to the Development Ordinance are necessary in order for the City of Brandon to mitigate the impacts of single-family non-owner occupied rental use exclusively; and

Whereas, the Planning Commission of the City of Brandon has studied the matter and the proposed amendment and recommended approval of the same; and

Whereas, a public hearing was held on the matter on the XX day of XXX, 2024, at 6:00 o'clock p.m., at the City of Brandon Board Room, 1000 Municipal Drive, Brandon, Mississippi.

Draft Development Ordinance Amendment

ORDINANCE AMENDING APPENDIX B, ARTICLE 7, SECTION 16-61, OF THE CODE OF ORDINANCES OF THE CITY OF BRANDON, MISSISSIPPI

Be it ordered that Appendix B, Article 7, Section 16.61 “Data for final plat (for residential subdivisions only),” of the Code of Ordinances shall be amended to require specific covenants be presented and filed with the final plat, to wit:

Section 16-61 of the Code of Ordinances is amended to read as follows¹⁹:

Section 16-61. -Data for final plat (for residential subdivisions only).

The final plat shall substantially conform to the approved preliminary plat. If desired by the developer, the final plat may constitute only that portion of the approved preliminary plat which he proposes to record and develop at the time, provided however, that such portion conforms to all requirements of this development ordinance.

In every case, the final plat shall be drawn with black India ink on sheets of double weight mural mounted on chartex paper, 18 inches by 24 inches in size. A final plat shall also be submitted on 8-½ inch × 14" paper and on a computer disk compatible with AutoCAD Release 14.

The final plat shall be clearly and legibly drawn at a minimum scale of one inch equals 200 feet. When more than one sheet is required, an index sheet of the same size shall be filed as a key showing the entire development.

The final plat shall be prepared to contain the following information as required by the Statutes of Mississippi relating to subdivision plats which include but are not limited to:

1. A full and detailed metes and bounds description of the land embraced in the map or plat tied to appropriate monumentation, showing the township and range in which such land is situated, the sections and parts of sections platted and in plain letters the fact that such land is a subdivision located in the City of Brandon.
2. Title, correct graphic scale, cardinal points of the compass with true north shown.
3. The name of the owner, the licensed engineer, the land surveyor, or other person making the plat.
4. The signatures of the owner, licensed engineer, and land surveyor which shall be acknowledged as deeds are acknowledged.
5. The sections and parts of sections platted designated by lines drawn upon the final plat with appropriate letters and figures.
6. The point of beginning of the survey to which all dimensions, angles, bearings and similar data on the plat shall be referred.

¹⁹ Added language in red.

7. Monuments, tract boundary lines, names and width of each street or other right-of-way, utility and drainage easements, common areas and property lines of residential lots and other sites. Sufficient data, including accurate dimensions, bearings, deflection angles, and radii, arcs and central angle of all curves to determine readily and reproduce on the ground any line on the plat.
8. All the lots intended for sale shall be numbered either by progressive numbers or, if in blocks, progressively numbered or lettered.
9. All adjacent existing streets and alleys and those parts of recorded subdivisions abutting them.

The following supplementary information shall be presented with the final plat:

1. A statement that all required improvements have been completed; that the minimum standards approved by the director of planning and development have been complied with, freed and cleared of any encumbrance or lien.
2. A good quality set of reproducible, three blueline prints and a computer disk compatible with AutoCAD Release 14 of the as-built construction plans depicting the exact location of all improvements completed as proposed on the approved construction plans.

Such plans shall contain a certified statement by the registered professional engineer employed by the subdivider attesting that a final field survey was conducted and that the as-built plans resulted from said survey and are true and correct to the best of the engineer's knowledge.

3. An agreement dedicating the required improvements to the City of Brandon, Mississippi, or other public utility, free and clear of any liens or conditions.
4. Protective covenants for the subdivision in the form of a recording- **compliant with Article 4.4.2.7.vii of the Brandon Zoning Code.**



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/23/2025
SUBJECT: ARTIST 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
Legendbound Touring, Inc. f/s/o Armani White and City of Brandon Artist Agreement
Maddox Batson, LLC f/s/o Maddox Batson and the City of Brandon Artist Agreement
Zach Top - Live Nation Sell-off Agreement
Charlie Wilson - Live Nation Sell-off Agreement

ATTACHMENTS:

1. CONTRACT - ARMANI WHITE - Oct 18 2025 - Brandon Amphitheater - Brandon, MS, USA
2. Maddox Batson Contract City Hall Live 2025
3. Zach Top - LN Sell-off Agreement Brandon Amphitheater 10.16.2025
4. Charlie Wilson - LN Sell-off Agreement Brandon Amphitheater 10.11.2025



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/23/2025
SUBJECT: QUOTE - A-1 KENDRICK FENCE CO.

Consideration to approve as the lowest and best quote from A-1 Kendrick Fence Co. to replace 230 linear feet of (8) eight-foot-high dog-ear cedar fence in the amount of \$7,424.40. Another quote was received from Gomez Fence Co. in the amount of \$9,738.00.

ATTACHMENTS:

1. Memo_Shiloh Park Fence_092325
2. Bid Submittal-Shiloh Park Wood Fence
3. Quote_Kendrick Fence-Shiloh Office
4. Quote_Gomez Fence-Shiloh Office



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: WOOD FENCE AT SHILOH PARK OFFICE

Asking for your consideration to approve the quote from A-1 Kendrick Fence Co. to replace 230 linear feet of (8) eight-foot-high dog-ear cedar fence.

We received an additional quote and recommend A-1 Kendrick Fence Co. as the lowest and best quote and authorize the mayor to execute all related documents and amend the budget accordingly.

- | | | |
|--------------------------|------------|----------------------|
| • A-1 Kendrick Fence Co. | \$7,424.40 | GL Code: 001-092-636 |
|--------------------------|------------|----------------------|

Additional quote received from:

- | | |
|-------------------|------------|
| - Gomez Fence Co. | \$9,758.00 |
|-------------------|------------|

Quote Submittal Certification Form has been completed and verified.

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

ATTACHMENTS

- A-1 Kendrick Fence Co. Quote
- Gomez Fence Co. Quote

CITY OF BRANDON, MISSISSIPPI

BID, CONTRACTOR BOND AND INSURANCE CERTIFICATION FORM

This bid form is furnished by the City of Brandon, Mississippi in accordance with Mississippi Code § 31-7-13(b) regarding competitive written bids for purchases between \$5,000.00 and \$75,000.00.

Bids may be submitted by facsimile, electronic mail, or other generally accepted method of information distribution.

All bids must be developed based upon comparable identification of the project needs which have been provided to the bidder. Bidder shall include the project specifications/information provided by the City with this bid submission form.

All bidders take notice that all bids shall be developed independently and without knowledge of other bids or prospective bids.

Any bid item for construction in excess of Five Thousand Dollars (\$5,000.00) shall be broken down by components to provide detail of component description and pricing. These details shall be submitted with this bid submission form and shall become part of the bid evaluation criteria.

(To be completed by Contractor/Vendor)

Project Name: Shiloh Neighborhood Fence

Bid Number: Estimate #13510

Bid Submission Date: 9/5/2025

Location of Work/Delivery (if applicable): 147 Kennedy Farms Parkway

Expected Completion/Delivery Date: TBD

Additional Requirements: _____

I. CONTRACTOR/VENDOR INFORMATION

Company Name: GSB Enterprises Inc DBA A-1 Kendrick Fence Company

Mailing Address: PO Box 5744

City, State, Zip: Pearl, MS 39288

Phone Number: 601-939-1446

Email Address: kirke@a1kendrick.com

Federal Tax ID/SSN: 86-1064408

Mississippi Certificate of Responsibility No.: 21042-SC

*(Required for construction projects over \$50,000.)

For purposes of this solicitation, "construction project" means work relating to the construction, alteration, or repair of any public building or public work.

II. BID AMOUNT

1. Total Bid (excluding freight/shipping): \$ 7,424.40

Freight/Shipping Charges (if applicable): \$

Grand Total: \$ 7,424.40

2. Additional Information

Warranty Information: See attached

Delivery/Completion Timeline: TBD

Payment Terms: Contractor/Vendor acknowledges that all payments by the City shall be lump sum only after delivery and/or completion of the work. (Terms other than lump sum must be approved by the City).

III. BOND AND INSURANCE CERTIFICATIONS

As the authorized representative of the above-named contractor, I certify that our company understands and will comply with the following requirements according to Mississippi Code §31-5-51 if awarded this contract (please check all boxes):

A. For Construction Projects Over \$25,000:

☐ Performance Bond: I certify that our company will furnish a performance bond payable to the City in an amount not less than the total contract amount.

☐ Payment Bond: I certify that our company will furnish a payment bond payable to the City in an amount not less than the total contract amount.

- ☐ Bond Quality: I certify that all bonds will be issued by a surety company that is:
- Authorized to do business in the State of Mississippi
 - Listed on the United States Treasury Department's list of acceptable sureties

Name of Bonding Company: _____

Bonding Agent Contact: _____

B. Liability Insurance:

☒ General Liability Insurance: I certify that our company will provide proof of general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

☒ City as Named Insured: I certify that our company will include the City as a named insured on the liability insurance policy.

Name of Insurance Company: Insurance Associates of Rankin County

Insurance Agent Contact: Brian Vickers

Policy Number: _____

C. Certificate of Responsibility:

☐ For construction projects over \$50,000: I certify that our company holds a valid Mississippi Certificate of Responsibility as required by state law (number listed above).

IV. ACKNOWLEDGMENT OF DOCUMENTATION REQUIREMENTS

I understand that the following documents must be provided if our company is awarded this contract (please check all boxes):

☒ Insurance Certificate: Showing \$1,000,000 liability coverage with City named as insured (for construction projects over \$25,000)

☐ Performance Bond: Equal to 100% of contract value (for construction projects over \$25,000)

☐ Payment Bond: Equal to 100% of contract value (for construction projects over \$25,000)

☐ Certificate of Responsibility: Copy of valid certificate (for construction projects over \$50,000)

V. NON-COLLUSION CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

VI. CERTIFICATION AND SIGNATURE

I, the undersigned, certify that I am authorized to complete this form and make these commitments on behalf of the contractor/vendor named above. I understand that failure to meet these requirements if awarded the contract may result in bid rejection or contract termination.

Signature: Kirke Chamblee

Printed Name: Kirke Chamblee

Title: Secretary

Date: 09/18/2025

FOR CITY USE ONLY

Form Received By: Jody Compton

Date Received: 9/19/25

Insurance Verification: ☒ Complete ☐ Incomplete ☐ Not Required Yet

Bond Verification: ☐ Complete ☐ Incomplete ☒ Not Required Yet

Certificate of Responsibility Verified: ☒ Yes ☐ No ☐ Not Required

This bid meets all requirements of § 31-7-13(b): ☒ Yes ☐ No

Award Date: _____

Bid award authorized by Governing Authority: ☐ Yes ☐ No. (If "No" indicate reason why
_____)

Bid Accepted: ☐ Yes ☐ No. (If "No" indicate why this bid was not accepted:
_____)

Governing Authority Minutes Date (if applicable): _____

Purchase Order No. (if applicable): _____

Notes: _____

By executing below, I certify on behalf of the City that this bid solicitation was developed based upon comparable identification of the needs of the City and independently of any bidder.

City Representative Signature: J. Compton

Date: 9/19/25



GSBENTE-01

ACHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2025

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

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

PRODUCER Insurance Associates of Rankin County 308 E. Government St. Brandon, MS 39042	CONTACT NAME:	FAX (A/C, No): (601) 825-5409	
	PHONE (A/C, No, Ext): (601) 825-5242		
	E-MAIL ADDRESS: info@insassociate.com		
INSURED GSB Enterprises Inc A1 Kendrick Fence Company 790 North Bierdeman Road Pearl, MS 39208	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : EMCASCO		21407
	INSURER B : EMC Insurance Companies		21415
	INSURER C : Bridgefield Casualty Ins		10335
	INSURER D : Homeland Insurance Company		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER: General Aggregate Limit	X		5D87383	6/6/2025	6/6/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/OP AGG \$ 4,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		5E87383	6/6/2025	6/6/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5J87383	6/6/2025	6/6/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			196-09740	6/6/2025	6/6/2026	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Limit \$ 300,000
A	Contractor E&O			5D87383	6/6/2025	6/6/2026	Limit \$ 300,000
D	Pollution Liability			793-01-18-88-0003	4/1/2025	4/1/2026	Pollution \$ 3,000,000

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

The City of Brandon, MS is listed as an additional insured, in respects to the General Liability and Auto Liability, as required per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Brandon 1000 Municipal Drive Brandon, MS 39042	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ESTIMATE

A-1 Kendrick Fence
PO BOX 5744
Pearl, MS 39288
(601) 939-1446

Sales Representative
Charlie Warriner
(601) 521-5814
charlie@a1kendrick.com



Jody City of Brandon
Job #2132 - City of Brandon - Shiloh Neighborhood Fence
147 Kennedy Farms Parkway
Brandon, MS 39042

Estimate #	13510
Date	9/5/2025

Description	Unit of Measure	Qty	Amount
8 ft tall cedar dog ear privacy fence using four treated runners , 6/6 treated posts all posts set in concrete the job will consist of 32 6/6/10 treated posts , 120 2/4/8 treated rails , 47 80 lb bags of cement , 478 1/6/8 cedar fence dog ear boards	Items	230.00	\$7,424.40

A 50% deposit or approved Purchase Order is required for work to be scheduled. Due to the current increasing tariffs, our vendors can only honor pricing for 7 days.

Sub Total	\$7,424.40
Total	\$7,424.40

SPECIAL INSTRUCTIONS

Terms and Conditions

Quote good for 30 days.
Any permits required by City or County will be added to the final invoice. A-1 Kendrick Fence Company will contact MS One Call services for locating underground utilities. This service only locates utility lines to the meter. A-1 Kendrick Fence is not liable for property damage including, but not limited to, any unmarked lines including water lines, septic lines, and electrical lines. Property owner is solely responsible for locating property lines or having a survey of your property. Material other than amount contracted for will be debited or credited at same rates as the quote. ACCEPTANCE: This entire proposal when accepted becomes a contract between two parties and is not subject to cancellation. Finance charge of 1.5% per month will be added to past due invoices. Should legal action have to be taken to collect, Customer is responsible for all charges including attorney fees, collection fees, and all court cost. Any product or goods related to this project will remain the property of A-1 Kendrick Fence until final payment noted on contract is paid. NO CONDITIONS, AGREEMENTS OR STIPULATIONS, VERBAL OR OTHERWISE, save those mentioned above shall be recognized. The locale of any arbitration between Seller and Purchaser shall be Pearl, Mississippi, unless Seller agrees to designate another locale to facilitate joinder of parties, consolidation of claims, or other interests of the Seller. Any locale designated by Seller shall be binding. At Seller's sole election, this agreement to arbitrate shall not apply and cannot be enforced as to any claim, dispute, or other matter in controversy or question between Seller and Purchaser which seller chooses to litigate. If Seller so elects to require Purchaser to litigate any claim, dispute, or other matter, such litigation shall take place in a court of competent jurisdiction located either in Rankin County, Mississippi, if a State court action, or in the Southern District of Mississippi, Jackson Division, if a Federal court action. If Seller, in his sole discretion, elects to have the dispute resolved through litigation, then Purchaser consents to the jurisdiction of the State and Federal Courts in Mississippi.
By signing, you are authorizing work as specified and in agreement with the contract and terms/conditions. Any additional work not listed on the estimate will be billed at current rates.



PROPOSAL

1762 White Road
Florence, MS 39073

tdgomez04@yahoo.com

proposal submitted to City of Brandon		Phone	Fax	Date 9/17/2025
STREET ADDRESS 105 Kennedy Farm Parkway				
CITY,STATE Brandon,ms		Job Location		
	Date of Plans	Sales Teodoro Gomez	Job Phone	

Specifications

<u>230 linear feet of 8 foot cedar board 2 board fencing</u>			
Materials as follows:			
<u>31 6x6x10 treated posts</u>			
<u>120 2x4x8 treated fence rails</u>			
46 bags 80lb cement			
460 1x6x8 cedar fence pickets			
2 boxes 0. 17/8 coil nails digest			
1 box 3" 21.			
2 71/4 blades			
		Height	
		Post Spaced	
		Barb Wire	
		Gauge	
		Top Rail	
		Line Posts	
		End Posts	
		Corner Posts	
		Walk Gate Posts	
		Drive Gate Posts	
		Gate Frames	

\$9758 .00

Payments to made as follows:

CONTRACT CONDITIONS GUARANTEE: 1 Year Workmanship. More or less material than amount contracted for will be debited or credited at current rate. ACCEPTANCE: The above proposal when accepted by GOMEZ FENCE Company, at its main office, becomes a contract between two parties and is not subject to cancellation. Silence on the part of GOMEZ Fence Company shall not be construed as an acceptance of this proposal. In case Payment is not made as specified in (Terms of Payment) GOMEZ FENCE Company reserves the right to repossess all materials used on this job without recourse. PROPERTY OWNER is solely responsible for locating, staking and clearing of fence lines unless otherwise specified. Purchaser also agrees that GOMEZ FENCE Company will not be held responsible or liable for any damage of any nature to underground, or out of ground obstructions. Gomez Fence also has no NOTICE: If contract is changed after the erection crew delivers the material there will be a \$40.00 per hour charge for lost time. If contract is cancelled a 25% charge of the total contract price will be charged.		50% down with net Terms Due upon Completion	
Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above		Buyer _____ Date _____ Rep  Date #####	



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/01/2025
SUBJECT: LIBRARY HVAC CHILLER

Consideration to request permission to advertise to replace the Library HVAC Chiller, pursuant to the attached memo from the City Clerk's Office. The item is budgeted.

ATTACHMENTS:

1. Memo_Library Chiller Replacement_100125
2. 24.024 MECH CD Dwgs 09.26.25
3. 24.024 MECH CD Spec 09.26.25



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: LIBRARY HVAC CHILLER REPLACEMENT

Request permission to advertise for public bids to replace the equipment referenced.

The equipment is currently running at 50 percent capacity, and an estimated \$7,500.00 cost to replace contactors in the coming months. The unit is over 22 years old and past its life cycle replacement time.

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

ATTACHMENTS

- Engineering Resource Group Inc. Drawings
- Engineering Resource Group Inc. Specifications

This Drawing is the Property of Engineering Resource Group, Inc. Prepared Exclusively for this Project and is Limited to this Project Only. Unauthorized Reproduction or Other Use of these Drawings or Ideas are Prohibited.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O						
1	MECHANICAL LEGEND PIPING WATER FLOW DIRECTION DESIGNATION CHS CHILLED WATER SUPPLY CHR CHILLED WATER RETURN UNION CAPPED PIPE WITH SHUT-OFF VALVE ELBOW TURNED UP ELBOW TURNED DOWN BOTTOM PIPE CONNECTION TOP PIPE CONNECTION BUTTERFLY VALVE (MANUAL) THERMOMETER MISCELLANEOUS DIAMETER EQUIPMENT TYPE EQUIPMENT NUMBER EQUIPMENT DESIGNATION EXISTING EQUIPMENT, PIPING, OR DUCTWORK TO REMAIN IN SERVICE. EXISTING EQUIPMENT, PIPING, OR DUCTWORK TO BE REMOVE. NEW CONNECTION TO EXISTING PIPING, DUCTWORK AND/OR EQUIPMENT																				
2	MECHANICAL ABBREVIATIONS AMPS AS B BD BDD BHP BMS BPD BTU CC CD CER CER CFM CG CH CHR CHS CO CRA CSA CWS CWR CT CTG CU DAD DB DG DH DIA DN DX EA EAT EDB EF EFF ET ELEC ESP EWB EWH EWT °F FC FCU FD FLA FLR FT GF GPM GWH HC HORIZ HP HR HRU HWR AMPERAGE AIR SEPARATOR BOILER BALANCING DAMPER BACKDRAFT DAMPER BRAKE HORSE POWER BUILDING MANAGEMENT SYSTEM BYPASS DAMPER BRITISH THERMAL UNIT COOLING COIL CEILING DIFFUSER CEILING RETURN GRILLE CEILING RETURN REGISTER CUBIC FEET PER MINUTE CFM CEILING GRILLE CHILLER CHILLED WATER RETURN CHILLED WATER SUPPLY CLEAN OUT CONDITIONING RETURN AIR CONDITIONING SUPPLY AIR CONDENSER WATER SUPPLY CONDENSER WATER RETURN COOLING TOWER CEILING TRANSFER GRILLE CONDENSING UNIT DUCT ACCESS DOOR DRY BULB DOOR GRILLE DEHUMIDIFIER DIAMETER DOWN DIRECT EXPANSION EXHAUST AIR ENTERING AIR TEMPERATURE ENTERING DRY BULB EXHAUST FAN EFFICIENCY EXPANSION TANK ELECTRICAL EXTERNAL STATIC PRESSURE ENTERING WET BULB ELECTRIC WATER HEATER ENTERING WATER TEMPERATURE DEGREES FAHRENHEIT FLEXIBLE CONNECTION FAN COIL UNIT FUSIBLE LINK FIRE DAMPER W/ DAD FULL LOAD AMPS FLOOR FEET GAS FURNACE GALLONS PER MINUTE GAS WATER HEATER HEATING COIL HORIZONTAL HORSEPOWER HOUR HEAT RECOVERY UNIT HEATING WATER RETURN HWS ID KW LAT LBS LD LFD LRA LWT M MCA MECH MFG MFS MIN MOCP MUA NC NFA NIC NO NO. NTS OC OD P PH OR Ø PD PRV QTY RA REFR RH RL RLA RPM RS SA SENS SD SPD SOFT SP TYP V VAV VERT VFD VD VRF W/ WB ECHR ECHS HEATING WATER SUPPLY INSIDE DIMENSION KILOWATT KW LEAVING AIR TEMPERATURE POUNDS LINEAR DIFFUSER LOUVER FACE DIFFUSER LOCK ROTOR AMPS LEAVING WATER TEMPERATURE MOTORIZED DAMPER MINIMUM CIRCUIT AMPS MECHANICAL MANUFACTURER MAXIMUM FUSE SIZE MINIMUM MAXIMUM OVERCURRENT PROTECTION MAKE UP AIR UNIT NORMALLY CLOSED NET FREE AREA NOT IN THIS CONTRACT NORMALLY OPEN NUMBER NOT TO SCALE ON CENTER OUTSIDE DIMENSION PUMP PHASE PRESSURE DROP PRESSURE REDUCING VALVE QUANTITY RETURN AIR REFRIGERANT RELATIVE HUMIDITY REFRIGERANT LIQUID RUN LOAD AMPS REVOLUTIONS PER MINUTE REFRIGERANT SUCTION SUPPLY AIR SENSIBLE SMOKE DAMPER SPLITTER DAMPER SQUARE FEET STATIC PRESSURE TYPICAL VOLTS VARIABLE AIR VOLUME VERTICAL VARIABLE FREQUENCY DRIVE VOLUME DAMPER VARIABLE REFRIGERANT FLOW WITH WET BULB EXISTING CHILLED WATER RETURN EXISTING CHILLED WATER SUPPLY																				
3	MECHANICAL GENERAL NOTES - EACH CONTRACTOR, SUPPLIER AND/OR MANUFACTURER SHALL REFER TO ALL DOCUMENTS PERTAINING TO THIS PROJECT AND COORDINATE ACCORDINGLY SO AS TO ENSURE ADEQUACY OF FIT, COMPLIANCE WITH SPECIFICATIONS, PROPER ELECTRICAL SERVICE, AND AVOID CONFLICT WITH ANY OTHER BUILDING SYSTEMS. VERIFY SAME WITH SHOP DRAWINGS. - ALL OFFSETS, TURNS, FITTINGS, TRIM, DETAIL, ETC., MAY NOT BE INDICATED, BUT SHALL BE PROVIDED AS REQUIRED. ADDITIONAL ALLOWANCES SHALL BE INCLUDED FOR SAME AT EACH PROPOSER'S DISCRETION. - OBSERVE ALL APPLICABLE CODES, RULES AND REGULATIONS (CITY, COUNTY, LOCAL, STATE, FEDERAL, MUNICIPALITY, UTILITY COMPANY, OSHA, ETC.). - ALL SYSTEMS, EQUIPMENT, AND MATERIALS ARE TO BE INSTALLED IN A NEAT AN WORKMANLIKE MANNER. WORK NOT DONE SO SHALL BE REMOVED AND REINSTALLED SATISFACTORILY. - WHERE MOUNTING HEIGHTS ARE NOT INDICATED OR ARE IN CONFLICT WITH ANY OTHER BUILDING SYSTEM, CONTACT THE ENGINEER BEFORE INSTALLATION. REFER ALSO TO ARCHITECTURAL WALL INTERIOR AND EXTERIOR WALL ELEVATIONS, CEILING HEIGHTS AND OTHER DETAILS OF THESE DOCUMENTS. REFERENCE SPECIFICATION SECTION "MECHANICAL GENERAL PROVISIONS" FOR COORDINATION DRAWING REQUIREMENTS. - DO NOT SCALE DRAWINGS. PRINTING DISTORTS SCALE. WORK SHALL BE LAID OUT FROM DIMENSIONED DRAWINGS, OR DIMENSIONS SUPPLIED TO THE CONTRACTOR. - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED FOR THEIR WORK. ALL CUTTING AND PATCHING SHALL MATCH ADJACENT SURFACES. - TURNING VANES SHALL BE INSTALLED IN ALL SUPPLY, RETURN, AND EXHAUST DUCTWORK ELBOWS. TURNING VANES NOT REQUIRED FOR KITCHEN EXHAUST DUCTS. - THESE DRAWINGS ARE ACCURATE TO THE BEST OF OUR KNOWLEDGE, HOWEVER LOCATIONS, DEPTHS, ELEVATIONS, AND SIZES WERE TAKEN FROM DIFFERENT SOURCES AND ARE SUBJECT TO DEVIATION. THE CONTRACTOR SHALL ASSUME SOME DEVIATIONS AND INCLUDE OFFSETS, ADDITIONAL PIPING, ETC. AT THE TIME OF BID. - WHERE PENETRATING ROOFING MEMBRANE OR OTHER MATERIALS USED FOR WEATHERPROOFING THE BUILDING, MAKE SUCH PENETRATIONS IN A WAY THAT WILL NOT VOID OR DIMINISH THE ROOFING WARRANTY OR INTEGRITY IN ANY WAY. COORDINATE ALL SUCH PENETRATIONS WITH THE GENERAL CONTRACTOR/ROOFER. - ADVISE THE ARCHITECT OF ANY CONFLICTS, ERRORS, OMISSIONS, ETC. AT LEAST TEN (10) DAYS PRIOR TO BID DATE, TO ALLOW CLARIFICATION BY WRITTEN ADDENDUM. - DEVIATION FROM SPECIFICATIONS OR PLANS REQUIRES PRIOR WRITTEN APPROVAL FROM THE ARCHITECT AND MUST BE SUBMITTED IN WRITING NO LATER THAN TEN DAYS PRIOR TO THE BID DATE. - COORDINATE THE LOCATION OF DRAINS, ELECTRICAL OUTLETS, ETC. WITH ALL MECHANICAL ROOM EQUIPMENT. ETC. PRIOR TO COMMENCING INSTALLATION. WORK NOT SO COORDINATED SHALL BE REMOVED AND PROPERLY INSTALLED AT THE EXPENSE OF THE RESPONSIBLE CONTRACTOR(S). - THE PURPOSE AND INTENT OF THE DOCUMENTS PERTAINING TO THIS PROJECT IS TO PROVIDE A COMPLETE, FUNCTIONAL, AND SAFE FACILITY, ANYTHING LESS SHALL BE UNACCEPTABLE. - ALL VIBRATING, OSCILLATING, NOISE PRODUCING OR ROTATING EQUIPMENT SHALL BE ISOLATED FROM SURROUNDING SYSTEMS IN AN APPROVED MANNER. NOISY, VIBRATING, OR STRUCTURALLY DAMAGING INSTALLATIONS SHALL BE SATISFACTORILY REPLACED OR REPAIRED AT THE INSTALLING CONTRACTOR'S EXPENSE. THE FINAL DECISION ON THE SUITABILITY OF A PARTICULAR INSTALLATION SHALL BE THAT OF THE ARCHITECT. - INSTALL EQUIPMENT, MATERIALS, ETC. IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND DIRECTIONS. IF IN CONFLICT WITH THE DESIGN INDICATED IN CONTRACT DOCUMENTS, ADVISE THE ARCHITECT PRIOR TO INSTALLATION FOR CLARIFICATION. - ALL SUPPORTS FOR EQUIPMENT, DEVICES, OR FIXTURES SHALL BE UNIQUE FROM THE BUILDING STRUCTURE. DO NOT SUPPORT FROM OTHER TRADES, EQUIPMENT OR SUPPORTS WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT AND CONSENT OF THE OTHER TRADE, IN WRITING. - DEVIATIONS IN SIZE, CAPACITIES, FIT, FINISH, ETC. FOR EQUIPMENT FROM THAT SPECIFIED SHALL BE THE RESPONSIBILITY OF THE PURCHASER OF THAT EQUIPMENT. ANY PROVISIONS REQUIRED TO ACCOMMODATE A DEVIATION, WHETHER APPROVED BY THE ARCHITECT OR NOT, SHALL BE THE RESPONSIBILITY OF THE PURCHASER. - THE GENERAL CONTRACTOR FOR THIS CONSTRUCTION IS RESPONSIBLE FOR THE COORDINATION, APPEARANCE, SCHEDULING, AND TIMELINESS OF THE WORK OF ALL TRADES, CONTRACTORS, SUPPLIERS, INSTALLERS, ETC. - VALVES, BALANCING DAMPERS OR ANY MECHANICAL/ELECTRICAL ITEM SHALL NOT BE LOCATED ABOVE A HARD CEILING. IF THIS IS NOT POSSIBLE, THEN AN APPROPRIATELY SIZED ACCESS DOOR SHALL BE PLACED UNDER THE ITEM TO ALLOW EASY MAINTENANCE AND ADJUSTMENT BY THIS CONTRACTOR. - THE GENERAL CONTRACTOR, MECHANICAL CONTRACTOR, AND ALL OTHER CONTRACTORS SHALL ENSURE PROPER COORDINATION BETWEEN ALL TRADES SUCH THAT CONDUITS, PIPING, DUCTWORK, ETC. DO NOT BLOCK ACCESS TO VALVES, EQUIPMENT, DUCT ACCESS DOORS, ETC. ITEMS THAT HAVE BEEN INSTALLED WHERE ACCESS IS COMPROMISED SHALL BE RELOCATED AT THE CONTRACTOR'S EXPENSE. - THE CONTRACTOR SHALL INCLUDE IN THEIR BID ALL COSTS ASSOCIATED WITH DRAINING AND FILLING PIPING SYSTEMS AS REQUIRED TO INSTALL THEIR NEW WORK. - TESTING, ADJUSTING, AND BALANCING AGENCY IS TO PROVIDE SIZING OF FAN AND MOTOR SHEAVES REQUIRED FOR PROPER BALANCE. REPLACE FAN AND MOTOR SHEAVES AND BELTS AS REQUIRED ON EQUIPMENT (AHUs, Efs, ETC.). THE MECHANICAL CONTRACTOR SHALL PURCHASE AND INSTALL ALL SHEAVES AND BELTS AS REQUIRED. - PRIOR TO ORDERING ANY MATERIALS OR ROUGH-IN OF ANY KIND, THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL COORDINATION OF ALL ELECTRICAL REQUIREMENTS (I.E., VOLTAGE, PHASE, CIRCUIT BREAKER, WIRING SIZE, ETC.) WITH THE ELECTRICAL CONTRACTOR. THERE WILL BE NO CHANGE IN THE CONTRACT AMOUNT FOR ANY DISCREPANCIES. MECHANICAL CONTRACTOR SHALL COORDINATE WITH ALL OTHER CONTRACTORS, VENDORS, AND SUPPLIERS AND SHALL INSURE COMPLETE, 100% FUNCTIONAL, TESTED, INSPECTED, AND APPROVED SYSTEMS. CLAIMS FOR ADDITIONAL COST OR CHANGE ORDERS WILL IMMEDIATELY BE REJECTED. - EQUIPMENT BRACING WILL BE INCLUDED FOR ALL OVERHEAD UTILITIES AND OTHER EQUIPMENT WEIGHING 31 POUNDS OR MORE (EXCLUDING DISTRIBUTED SYSTEMS SUCH AS PIPING, ETC.). BRACING SHALL BE ACCOMPLISHED BY EITHER RIGID OR FLEXIBLE SYSTEMS. ALL EQUIPMENT MOUNTINGS SHALL BE DESIGNED TO RESIST FORCES OF 0.5 TIMES THE EQUIPMENT WEIGHT IN ANY DIRECTION AND 1.5 TIMES THE EQUIPMENT WEIGHT IN THE DOWNWARD DIRECTION. ALL BRACING SHALL BE CONTRACTOR DESIGNED. - ALL BRANCH DUCTS TO AIR DISTRIBUTION DEVICES (SUPPLY, RETURN, EXHAUST, ETC.) SHALL INCLUDE A VOLUME DAMPER PER DRAWINGS AND SPECIFICATIONS. - DUCT SIZES INDICATED ARE ACTUAL INSIDE (NET) DIMENSIONS. ALL RECTANGULAR SUPPLY, RETURN, EXHAUST, AND OUTDOOR AIR DUCT SIZES ARE INSIDE CLEAR DIMENSIONS (INSIDE LINER, WHERE APPLICABLE). - THE CONTRACTOR SHALL INSTALL CONDENSATE DRAINS, WITH UNION CONNECTIONS, FROM ALL A/C EQUIPMENT. PROVIDE TRAPPED DRAINAGE PIPING WITH VENT RISERS 6" HIGH NEAR EQUIPMENT CONNECTIONS. PROVIDE NEW INSULATED CONDENSATE DRAINS FOR ALL HVAC COOLING COILS AND OVERFLOW PANS AND ROUTE ON SLOPE TO CONNECTION WITH NEARBY PLUMBING VENT STACK, OR FLOOR DRAIN, OR AS INDICATED ON PLANS. PROVIDE CLEANOUTS ON DRAINS, 1" OR LARGER, EVERY 20' O.C., AND AT ENDS AND OFFSETS OF RUNS.																				
4	PROJECT: CHILLER REPLACEMENT BRANDON LIBRARY BRANDON, MISSISSIPPI SHEET TITLE MECHANICAL LEGEND, ABBREVIATIONS, & NOTES <table><tr><td>SCALE AS SHOWN</td><td>DRWN BY KAH</td><td>CHRD BY JCG</td><td>DATE 09/26/2025</td><td>ERG PN 24-024</td></tr></table>															SCALE AS SHOWN	DRWN BY KAH	CHRD BY JCG	DATE 09/26/2025	ERG PN 24-024	
SCALE AS SHOWN	DRWN BY KAH	CHRD BY JCG	DATE 09/26/2025	ERG PN 24-024																	
5																					
6																					
7																					
8																					
9																					
10																					
11																					
24x36																SHEET NO. M001					

This Drawing is the Property of Engineering Resource Group, Inc. Prepared Exclusively for this Project and is Limited to this Project Only. Unauthorized Reproduction or Other Use of these Drawings or Ideas are Prohibited.

AIR COOLED CHILLER

TAG	MANUFACTURER AND MODEL NO.	COMP. TYPE	CAP. (TONS)	REFER TYPE	AMB. TEMP.	FULL LOAD EER	ARI IPLV	EVAPORATOR							ELECTRICAL				OPER. WT. (LBS)	REMARKS	
								DESIGN GPM	MINIMUM GPM	MAXIMUM GPM	FLUID	EWT	LWT	PD(FT.)	F.F.	VOLT/Ø	MCA	MOCP			KW
CH 1	TRANE - ACSA1402EUA	SCROLL	140	R-454B	95.0	10.8	17.8	311	208	-	WATER	54.0	44.0	8.1	0.0001	460/3	287	350	145.1	8000	SINGLE POINT POWER, COMPREHENSIVE SOUND PACKAGE, ARCH. LOUVERED PANELS, WIDE AMBIENT, NEOPRENE VIBRATION ISOLATORS, FREEZE PROTECTION, BACnet INTERFACE, 5 YEAR PARTS AND LABOR WARRANTY INCLUDING REFRIGERANT.

PIPE, VALVE, AND INSULATION SCHEDULE

EQUIPMENT OR PIPING SYSTEM	LOCATION	PIPE MATERIALS			JOINING METHOD		HEAT TRACE	INSULATION			REMARKS	NOTES
		>SIZE	MATERIAL	TYPE/ SCHEDULE	>SIZE	METHOD		THICK- NESS	TYPE	JACKET		
CHILLED WATER	ABOVE GRADE OUTDOORS	3"	BLK STEEL	ASTM A53 SCH 40	3"	WELDED	-	2"	CELL- GLASS	ASJ ALUM	INCLUDES SUPPLY AND RETURN PIPING.	

NOTES:

- A. WATER PIPING INDOOR JOINING MAY BE PRESS FITTINGS ON 2" AND SMALLER PIPES.
B. INCLUDE 0.014" THICK ALUMINUM OUTER JACKET OVER ALL PIPE AND FITTING INSULATION OUTDOORS.
C. VALVE AND PIPING ACCESSORY INSULATION (STRAINERS, PRV, BFPS, ETC.) ON WATER PIPING MAY BE ELASTOMERIC TYPE, WITH THICKNESS 1/2" INDOOR S AND 1-1/2" OUTDOORS

ABBREVIATIONS:

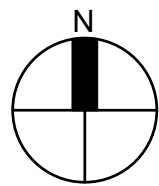
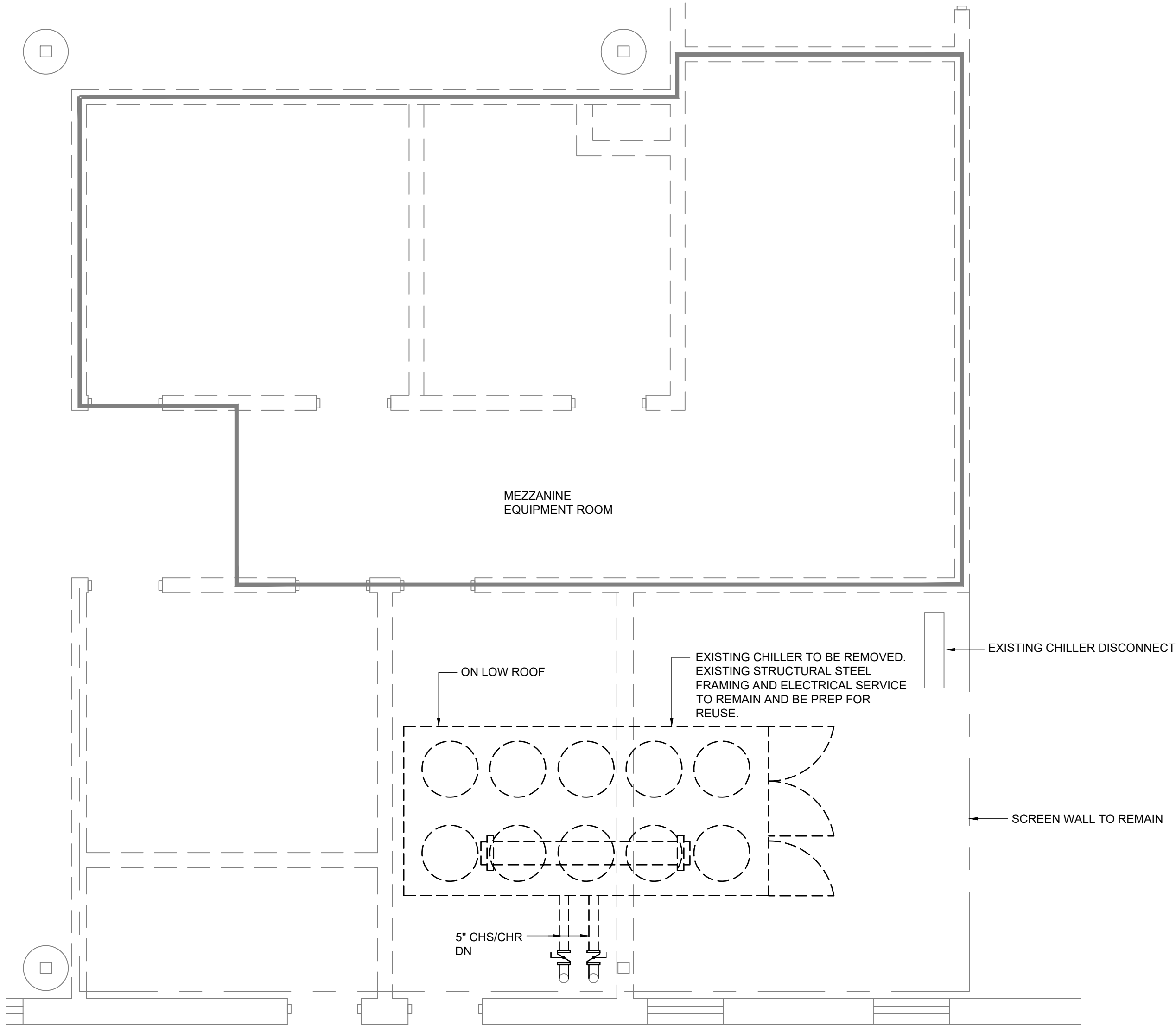
- ASJ ALL SERVICE JACKET (INSULATION)
ALUM 0.014" ALUMINUM OUTER JACKET
BLK BLACK

GENERAL NOTES:

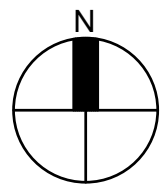
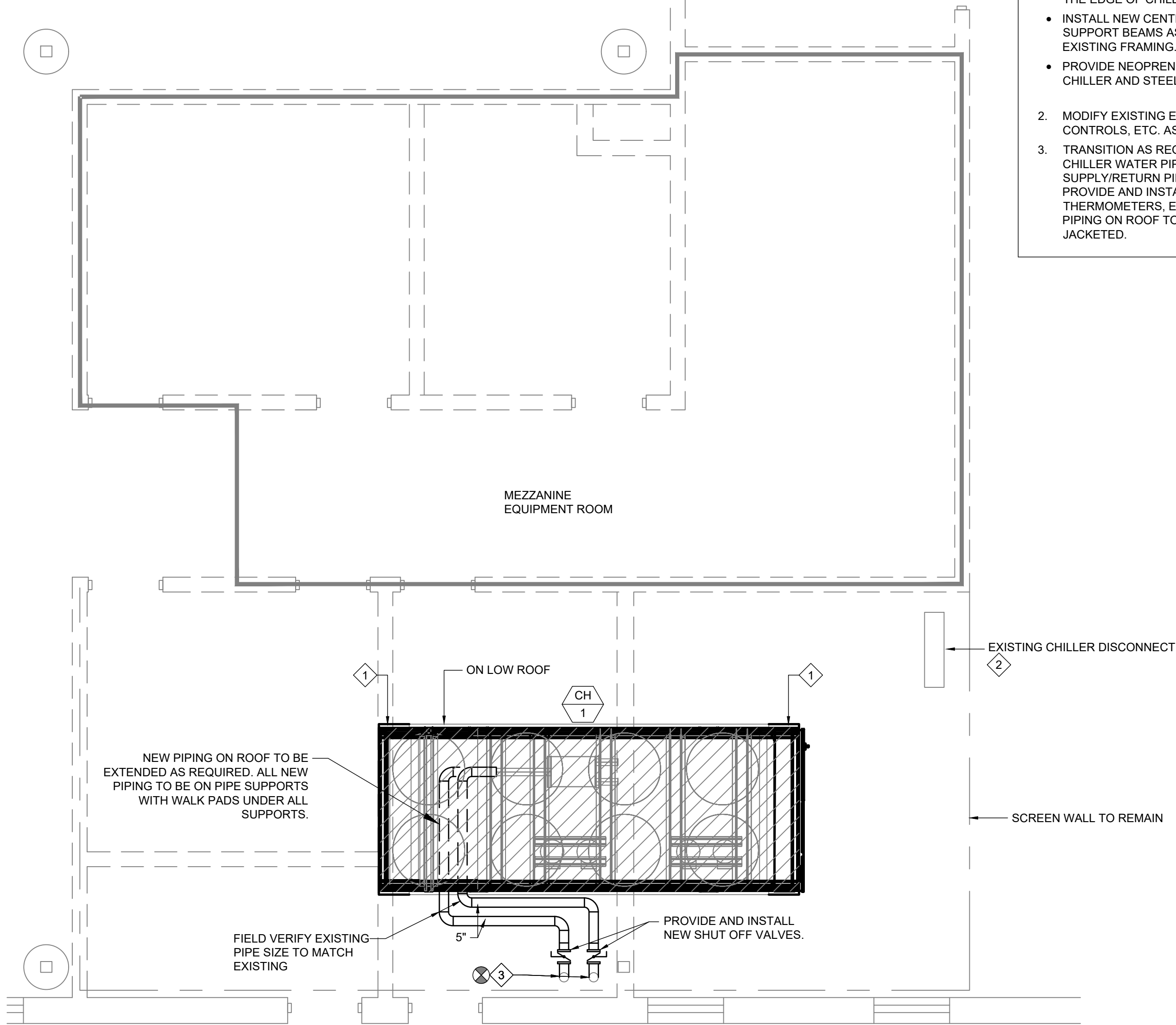
- A. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO HIRE A REPUTABLE/ LICENSED ELECTRICAL CONTRACTOR FOR ALL ELECTRICAL CHANGES REQUIRED TO REPLACE THE CHILLER. THE EXISTING CHILLER IS 460V/3PH WITH A MCA OF 288 AND A MOCP OF 400. ALL WIRING, BREAKERS, CONDUIT, WIRING, ETC. IS REQUIRED BY THIS CONTRACTOR FOR A FULLY FUNCTIONING SYSTEM PER ICC CODES.
- B. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO HIRE A STRUCTURAL ENGINEER WITH A MISSISSIPPI STAMP TO PROVIDE STRUCTURAL STAMPED DRAWINGS FOR THE BEAMS ADDED TO THE EXISTING STRUCTURAL SUPPORT FOR THE CHILLER THAT IS BEING SUBMITTED.
- C. THE EXISTING CHILLER MODEL NUMBER IS RTAC1404UD0NUAFNN1NY1DDCNNONN10AN0EXN AND THE SERIAL NUMBER IS U02G05717.

PLAN NOTES:

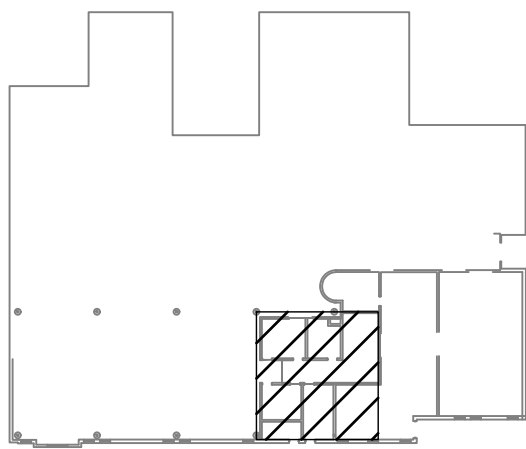
1. PROVIDE AND INSTALL NEW CHILLER AND MODIFY EXISTING FRAMING AS FOLLOWS:
- ADD NEW END BEAMS AND CONNECT TO EXISTING FRAMING. EXTEND FRAMING PASS THE EDGE OF CHILLER - BOTH ENDS.
 - INSTALL NEW CENTER POINT LOAD BRACING SUPPORT BEAMS AS REQUIRED. CONNECT TO EXISTING FRAMING.
 - PROVIDE NEOPRENE ISOLATORS BETWEEN CHILLER AND STEEL FRAMING.
2. MODIFY EXISTING ELECTRICAL SERVICE, CONTROLS, ETC. AS REQUIRED.
3. TRANSITION AS REQUIRED AND CONNECT TO CHILLER WATER PIPING. FIELD VERIFY SUPPLY/RETURN PIPING CONNECTION POINTS. PROVIDE AND INSTALL ALL NEW GAUGES/ THERMOMETERS, ETC. ALL NEW AND EXISTING PIPING ON ROOF TO BE INSULATED AND JACKETED.



**SOUTH SIDE ROOF AND MEZZANINE FLOOR
PLAN - MECHANICAL DEMOLITION**
SCALE: 1/4" = 1'-0"



**SOUTH SIDE ROOF AND MEZZANINE FLOOR
PLAN - MECHANICAL RENOVATION**
SCALE: 1/4" = 1'-0"

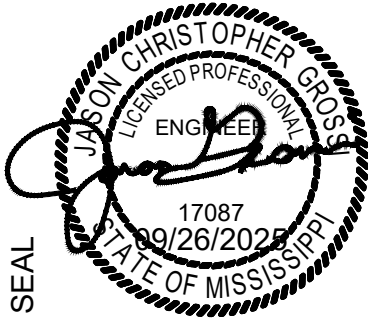


KEY PLAN
SCALE: NTS

SCALE:
1/4"=1'-0"



PROJECT:
**CHILLER REPLACEMENT
BRANDON LIBRARY
BRANDON, MISSISSIPPI**



SHEET TITLE
**SOUTH SIDE ROOF AND
MEZZANINE FLOOR PLAN -
MECHANICAL**

SCALE	AS SHOWN	DRWN BY	CHKD BY	DATE	ERG PN
1	09/23/2025	05/01/2024	03/19/2024	REV	
0	FOR CONSTRUCTION	FOR CONSTRUCTION	100% CD'S	DATE	
A					

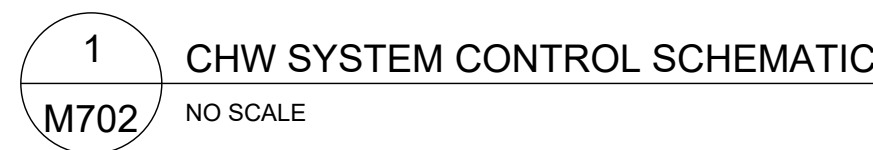
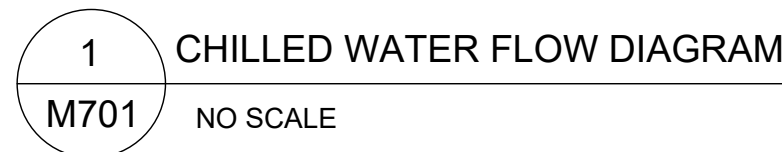
24x36

SHEET NO.

M101

**ENGINEERING
RESOURCE GROUP, INC.**
219 KATHERINE DRIVE, FLOWOOD, MS 39232 | (601)582-2822 | ergm.com

ERG



POINTS MAPPED FROM CHILLER BACNET CARD					
Description	Type	Device	Trend Logging		Calibration
			Commissioning	Continuous	
Enable	DO	Through network	COV	COV	—
Alarm Present	DI	Through network	COV	—	—
Chiller Running State	DI	Through network	COV	—	—
Compressor Running	DI	Through network	COV	—	—
Local Setpoint Control	DI	Through network	COV	—	—
Evaporator Flow	DI	Through network	COV	—	—
Current Limit Setpoint	AO	Through network	COV	COV	—
Chilled Water Setpoint	AO	Through network	COV	COV	—
Evaporator EWT	AI	Through network	1 min	60 min	—
Evaporator LWT	AI	Through network	1 min	60 min	—
Active Running Capacity	AI	Through network	1 min	60 min	—
Running Amps	AI	Through network	1 min	60 min	—
Power, kW	AI	Through network	1 min	60 min	—

CHW SYSTEM SEQUENCE OF OPERATION

Maintain existing control sequence.

SET # _____

Project:

**Brandon Library
Chiller Replacement
Brandon, Mississippi**

Owner:

**City of Brandon
1000 Municipal Drive
Brandon, Mississippi 39042**

Project Location:

**Brandon Library
1475 W. Government Street
Brandon, Mississippi 39042**



**CONSTRUCTION DOCUMENTS
SEPTEMBER 23,2025**



ERG P.N. 24.024

	BIDDING REQUIREMENTS
Section	Description
	Cover Sheet
	Table of Contents
001113	Advertisement for Bids
002113	Instructions to Bidders
004113	Bid Proposal Form
005214	Standard Form of Agreement Between Owner and Contractor
006000	Contract Bonds
006500	Certificate of Insurance
007213	General Conditions
007313	Supplementary Conditions
007313	E-Verify Attachment
007314	Professionals Special Conditions
DIVISION 1	CONTRACT REQUIREMENTS
Section	Description
018000	Special Requirements
DIVISION 23	HVAC
Section	Description
230900	Energy Management and Control System – General
230593	Testing, Adjusting, and Balancing
236423.21	Air-Cooled, Scroll Water Chillers

SECTION 001113 – ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Brandon, MS until 2:00 P.M., local time, _____, 2025 in the office of the City Clerk, 1000 Municipal Drive, Brandon, MS 39042 and shortly thereafter publicly opened for supplying all labor, equipment and materials necessary for completion of:

Bid No.:
City of Brandon Library
Chiller Replacement
Brandon, MS

The principle items of work include the following:

Furnish all labor, material, engineering support and programming or a new Web Based Energy Management & Control System for the Brandon Library as described in the Scope of Work.

Contract documents may be obtained from:

Professional: Engineering Resource Group, Inc.
Address: 250 Katherine Drive
Flowood, MS 39232
Phone: (601) 362-3552
Email: jgrossi@ergms.com

A partially refundable deposit of (\$100.00) One Hundred Dollars is required for printed sets. There is no deposit for electronic (PDF) documents.

The City of Brandon now offers Electronic Proposal submissions. All documents may be downloaded from Central Bidding at www.centralbidding.com . For any questions relating to the electronic process, please call Central Bidding at 225-810-4814.

The PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS may also be examined at the following locations:

1. 1000 Municipal Drive, Brandon, Mississippi (Public Works Director's Office)
2. Engineering Resource Group, Inc., 250 Katherine Drive, Flowood, Mississippi (Consulting Engineer's Office)

Each bidder must deposit with his proposal a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the City of Brandon as bid security.

Proposals shall be submitted in duplicate, sealed and deposited with the City Clerk prior to the hour and date designated above. Bid Number _____ should be marked in the lower left corner of the envelope.

Each bidder shall write the Certificate of Responsibility number and Mississippi Contractors License number on the outside of the sealed envelope containing his proposal.

Bid preparation will be in accordance with Section 002113 – Instructions to Bidders bound in the Project Manual. The Owner reserves the right to waive irregularities and to reject any or all bids.

NOTE: Telephones and desks will not be available for bidders use at the bid site. The City of Brandon reserves the right to reject any and/or all bids, to accept any bid deemed to be in the best interest of the City, and to waive informalities.

Butch Lee, Mayor

Mary Ann Hess, City Clerk

Dates of Publications:

END OF SECTION 001113

SECTION 002113 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 OWNER

- A. City of Brandon, Mississippi

1.2 PROJECT

- A. City of Brandon Library
Chiller Replacement
Brandon, MS

1.3 QUESTIONS

- A. Questions should be directed to Engineering Resource Group (ERG). Should a Bidder find discrepancies in, or omissions from the plans and specifications, or be in doubt as to their meaning, the Bidder should immediately notify ERG in writing. Engineering Resource Group (ERG) will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner nor the Design Professional will be responsible for nor bound by any oral instruction or interpretation. Contact Engineering Resource Group, Inc., (jgrossi@ergms.com), Phone- (601)362-3552.

1.4 BIDDERS QUALIFICATIONS

- A. The Owner may make such investigation as he deems necessary to determine the ability of the Bidder or subcontractors or suppliers to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated therein within the time required.
- B. The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract or purchase order under this Contract must be acceptable to the Owner.

1.5 CERTIFICATE OF RESPONSIBILITY

- A. Each Bidder submitting a bid in excess of \$50,000.00 on this project must show on his bid and on the face of the envelope containing the bid, his Certificate of Responsibility Number, as required by Section 31-3-5 and 31-3-21 (latest edition) Mississippi Code of 1972. If the bid does not exceed the amount of \$50,000.00 on the project, a notation so stating must appear on the face of the envelope.
- B. When multiple contractors submit a joint venture bid in excess of \$50,000.00 on public projects, a Joint Venture Certificate of Responsibility Number is required on the bid and face of the envelope. If the Joint Venture has no Joint Venture Certificate of Responsibility number, then each member of the Joint Venture must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.

- C. Each Subcontractor who's Subcontract exceeds \$50,000.00 on public projects shall have a Certificate of Responsibility Number, as required by Section 31-3-15 and 31-3-21 (latest version), Mississippi Code.
- D. No bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time of receiving bids must be submitted when required by the Owner or the Professional. Likewise, it shall be the responsibility of the Prime Contractor to require a Certificate of Responsibility Number from any subcontractor where applicable.

1.6 PERFORMANCE BOND

- A. On construction projects that exceed twenty-five thousand dollars (\$25,000.00), a Performance Bond is required. The performance bond must be issued through a licensed MS agent and will be made a part of the construction contract agreement. See Section 006000 – Contract Bonds.

1.7 TAX ON CONSTRUCTION

- A. It is incumbent upon the bidder to be familiar with the laws of the state concerning tax on construction. Although the Owner is excluded from paying most taxes, Section 27-65-21 of the Mississippi Code of 1972 covers sales tax chargeable to contractors.

1.8 DISQUALIFICATION OF BIDDER

- A. The Owner reserves the right to award to other than the low Bidder when, in the Owner's judgment, it is in his best interest to do so. A Bidder may be disqualified for such reasons as:
 - 1. Bidder's failure to comply with requirements regarding Certificates of Responsibility.
 - 2. Bidder's failure to sign Bidder's Proposal Form, Section 004113 – Bid Proposal Form, or to otherwise properly complete the Proposal Form.
 - 3. Bidder being in arrears on existing contracts.
 - 4. Bidder being in litigation with the Owner.
 - 5. Bidder having defaulted on a previous contract.
 - 6. Bidder having performed unsatisfactorily on a previous contract, including but not limited to the Bidder's failure to fulfill the warranty obligations of a previous contract with the Owner.
 - 7. Firms that have worked for the Owner in the previous twelve months prior to the bid date of the project whose work has been considered by the Owner to be below the quality generally accepted in the industry; or firms who, in the same period, have failed to deliver work in a timely manner on prior Owner's construction projects will not be permitted to bid on this project.
 - 8. The above is not an inclusive list.

1.9 CONDITIONS OF WORK

- A. Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.

1.10 EXAMINATION OF SITE

- A. All Bidders, including subcontractors, shall visit the Project site, compare the plans and specifications with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with the plans and specifications without additional cost to the Owner.

1.11 LAWS AND REGULATIONS

- A. The Bidder must comply with applicable laws, rules and regulations of all authorities having jurisdiction over the Project at no additional costs to the Owner whether such laws, ordinances, rules and regulations are adopted or enacted before or after bid opening.

1.12 OBLIGATION OF BIDDER

- A. At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the plans and specifications, including all addenda.

1.13 PRE-BID CONFERENCE

- A. A pre-bid conference has been scheduled for _____ 2025, at _____ and will be held at Brandon City Hall.

PART 2 - PROPOSAL FORM

2.1 METHOD OF BIDDING

- A. Lump sum bids received from Contractors which shall include general, mechanical, electrical and demolition work as well as other work shown on and reasonably inferable from the plans and specifications.

2.2 PROPOSAL FORMS

- A. The Bidder shall submit its proposal in duplicate on forms provided and shall fill all applicable blank spaces without interlineation or alteration and must not restate the work to be done. Forms must be typed or written in ink and any alterations to bid prices must be initialed. No oral proposals will be considered.
- B. All received bid proposals shall be binding for a minimum of sixty (60) days from bid date.
- C. By submission of its bid, Bidder agrees to commence work on or before the date specified in a written notice to proceed and to fully complete the work within the time stated in the bid proposal form.

2.3 ALTERNATES

- A. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.

2.4 SUBSTITUTIONS

- A. No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.

2.5 BIDDER IDENTIFICATION

- A. Signature: The Proposal Form shall be signed in ink by any individual authorized to bind the Bidder.
- B. Name of Bidder: The name appearing on the Proposal Form should be the same as the name appearing in the current Mississippi State Board of Contractors Roster.
- C. Legal Address: The address appearing on the Proposal Form should be the same address appearing in the current Mississippi State Board of Contractors Roster.
- D. Certificate of Responsibility Number(s): The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

2.6 BID SECURITY

- A. The Bid Security, which must accompany each Bid, shall be in the form of a Bid Bond, or a Certified Check:
 - 1. Bid Bond: The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base Bid. The Bid Bond shall be duly executed by the Bidder, the Surety and a Mississippi resident agent. (No standard form is required for the Bid Bond.)
 - 2. Certified Check: The Bidder may submit a certified check payable to Owner in the amount of five percent (5%) of the base Bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's' checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Personal and company checks that are not bank encumbered are not acceptable bid securities.
 - 3. Bids received that do not accompany the Bid Security will not be considered.

2.7 POWER OF ATTORNEY

- A. Each bid bond must be accompanied by an appropriate Power of Attorney.

PART 3 - SUBMITTING THE PROPOSAL FORM

3.1 SUBMITTAL

- A. A bid must be delivered to the address indicated on the Advertisement for Bids prior to the time and date stated for opening of Bids. Bids shall be submitted in sealed opaque envelope marked, mailed or hand delivered as follows:

Name of Bidder
(As it appears in the current Mississippi State Board of Contractors Roster)

Owner's Name
Owner's Street Address
Owner's Cite, State, Zip Code

Bid Number: 2025-13
Bid for: Brandon Library HVAC Controls Upgrade
Date:
Certificate of Responsibility #:
Mississippi Contractors License #:

- B. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

3.2 MODIFICATION TO BID

- A. A modification or qualification to the bid written on the outside of the sealed envelope containing the bid will be accepted. The change will be read aloud prior to the bid envelope being publicly opened. The Agent of the company that modified the bid on the sealed envelope must initial and date the modification. A facsimile modification will not be accepted.

3.3 WITHDRAWAL OF BID

- A. Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement of same. Any bid received after the date and time specified will not be considered. However, bids received at the scheduled time constitute irrevocable offers to contract at the price in the bid and may not be withdrawn until sixty (60) days after opening of bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

PART 4 - BID OPENING AND AWARD OF CONTRACT

4.1 OPENING OF BIDS

- A. Bids will be publicly opened at the time stated in the Advertisement for Bids. Bidder representatives will be provided a summary of bid results for review after the bid opening.

1. All construction bids have a written published bid opening time and date assigned that is the drop dead time for us to receive your sealed bid. All bids received are time stamped or clocked in using our time clock. There is no other time clock that will be considered. It is your responsibility to make sure you or your carrier is aware of the published deadline for each bid. **Bids that are late by one (1) second are rejected.** Failure of Fed-Ex, UPS or the USPS to deliver your bids on time is not The Owner's responsibility. Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

4.2 IRREGULARITIES

- A. The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the Owner when in his opinion the omitted information does not alter the amount contained in the submitted bid proposal or place other Bidders at a disadvantage.

4.3 ERRORS

- A. Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made and the Bidder's intended bid.

4.4 AWARD OF CONTRACT

- A. The Owner reserves the right to reject any or all bids and to waive any and all irregularities. If awarded, a contract will be awarded, as soon as possible, to a responsible Bidder whose responsive bid proposal is the lowest and best bid, provided the bid is reasonable and it is to the best interest of the Owner to accept it.

4.5 FAILURE TO ENTER INTO A CONTRACT

- A. The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within the required ten (10) days after notice of the acceptance of the bid.

4.6 SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously, with delivery of the executed Contract, the Contractor will furnish Performance and Payment Bonds, as security for faithful performance, the payment of all persons performing labor on the project and furnishing materials in connection with this Contract. The Surety on such Bonds will be a duly authorized surety company licensed to do business in Mississippi and satisfactory to the Owner and meeting all of the following requirements:
 1. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety.
 2. Listed at the time of award in the Department of the Treasury's Federal Register as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.

3. All Bonds shall be executed on the form acceptable to Owner.
4. All Bonds shall be countersigned by a Mississippi resident agent with the name and address typed or lettered legibly.
5. All Bonds must be accompanied by an appropriate Power of Attorney.

4.7 INSURANCE

- A. Prior to beginning work on the site, a Certificate of Insurance must be delivered to the Owner. See Project Specifications for requirements.

PART 5 - BIDDER'S CHECKLIST

5.1 PROPOSAL FORM

- A. Base Bid.
☐ Write in the amount of the base bid in words and numbers.
- B. Alternates.
☐ Write in each alternates amount in words and numbers.
- C. Addenda.
☐ Acknowledge the receipt of each addendum by writing in the number of the addendum and the date received.
- D. Acceptance.
☐ Proposal is signed by authorized person.
☐ Name of Business as it appears in the current Mississippi State Board of Contractors Roster.
☐ Legal address of the business listed above.
☐ Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster.
- E. Certificate of Responsibility Number(s).
☐ Base Bid is under \$50,000 for public projects and no number is required.
☐ Base Bid is under \$50,000 for public projects and the statement "bid does not exceed \$50,000 on public projects is on the outside of the bid envelope."
☐ Base Bid is over \$50,000.00 on public projects and number is required.
☐ Joint Venture and *joint venture* number is required.
or
☐ Joint Venture participants' numbers are required.

5.2 BID SECURITY

- A. Bid security.
☐ Included Bid Bond

or
() Included Certified Check

5.3 POWER OF ATTORNEY

A. Power of attorney.

() Included Power of Attorney for Bid Bond

END OF SECTION 002113

SECTION 004113 – BID PROPOSAL FORM

To: City of Brandon, Mississippi
1000 Municipal Dr.
Brandon, MS 39042

Project: City of Brandon Library
Chiller Replacement
Brandon, MS

Having examined the scope of work provided on the referenced project and as set forth below, we propose to furnish all labor and materials (including warranty, wiring, graphics, labor, etc.) and complete all work for the Energy Management & Control System, within the time limits of the Contract on the referenced project, for the amounts set forth below.

BASE BID (Write in the amount of the base bid in words and numbers. The written word shall govern.)

Words _____ Dollars (\$ _____)

TIME OF COMPLETION

I propose to complete all work in accordance with the Project Manual and Drawings within 200 consecutive calendar days from written Notice to Proceed.

ADDENDA ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

ACCEPTANCE

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date _____

Name & Title _____

Business Name _____

Complete spelling of bidder's name and address – exact as recorded at the Secretary of State

Address (mailing) _____

Address (physical) _____

City/State/Zip Code _____

Phone _____ Fax _____ email _____

I, or We, agree to hold our bid open for acceptance for sixty (60) calendar days from the date of opening of bids.

Enclosed herewith is Bid Bond or Certified Check in an amount equal to five percent (5%) of the Base Bid, guaranteeing the Owner the execution of the Performance and Payment Bonds and the Contract.

BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER(S) _____

BIDDER CERTIFIES THAT HE IS A:

- ☐ RESIDENT CONTRACTOR
- ☐ NON-RESIDENT CONTRACTOR

If non-resident contractor, attach copy of Non-Resident Bidder's Preference Law.

GUARANTEE OF WORK

Upon completion of work and prior to final payment, the Contractor shall provide the Owner with a written guarantee warranting that all workmanship and materials are free from defects and that he shall promptly repair or replace without additional cost to the Owner any defects which evidence themselves within one (1) year after date of completion and acceptance of work.

MECHANICAL / PLUMBING / ELECTRICAL CONTRACTORS

Regarding said Divisions of the Specifications of the Standard Form of Agreement Between the Owner and The Contractor: List any Mechanical, Plumbing and/or Electrical Sub-Contractors that will perform work of this contract. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor _____ Certificate of Responsibility No. _____

END OF SECTION 004113

SECTION 005214 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Owner will use the Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum, AIA Document A101, 2017 as a part of the Contract Documents.

END OF SECTION 005214

SECTION 006000 – CONTRACT BONDS

PART 1 - GENERAL

1.1 PERFORMANCE BOND

- A. The Contractor shall provide an executed AIA Document A312, 2010 Performance Bond as part of the contract Documents.
- B. Performance bond shall be issued by a company on the Department of the Treasury's List of Approved Sureties, as per Circular 570.

1.2 PERFORMANCE BOND SUPPLEMENTS

- A. The following supplements modify, change, delete from or add to the Performance Bond AIA Document A312, 2010 and must be included in the executed document.
 - 1. Add the phrases "all of its obligations of" after the word "performs" and "in accordance with the terms thereof" after the words "the Construction Contract".

1.3 PAYMENT BOND

- A. The Contractor shall provide an executed AIA Document A312, 2010 Payment Bond as part of the Contract Document. No modifications, changes or deletions are required for the Payment Bond.

1.4 STATE LAW

- A. The above mentioned documents are construction industry standards but whenever a conflict arises between the documents and State of Mississippi Law, the State law governs.

1.5 POWER OF ATTORNEY

- A. Each Bond must be accompanied by an appropriate Power of Attorney.

END OF SECTION 006000

SECTION 006500 – CERTIFICATE OF INSURANCE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, 2017 edition).
- B. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Resident Insurance Agency and bound in each set of the Contract Documents.
- C. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
- D. If the “OWNERS / CONTRACTORS PROTECTIVE LIABILITY” insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the “OWNERS / CONTRACTORS PROTECTIVE LIABILITY” blank spaces.
- E. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.

1.2 CERTIFICATION

- A. Certification wording may not be changed without specific written approval from the Owner.
 - 1. “Riders” or other unsolicited attachments are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner or specified as part of the requirements for this Project.

1.3 CAUTION

- A. The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
- B. The Owner and Professional and all of their agents and employees are included as additional insureds on the Contractor’s insurance.

END OF SECTION 006500

SECTION 007213 – GENERAL CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The General Conditions for this project shall be AIA Document A201, 2017 – General Conditions of the Contract for Construction. This document shall be made a part of the Contract Documents as if fully stated herein. Contractors are presumed to be familiar with this document; however, a copy may be examined in the Architect's office.

END OF SECTION 007213

E-VERIFICATION Good Faith Compliance

SENATE BILL NO. 2988 (As Passed by the Senate) This act shall take effect and be in force from and after July 1, 2008 for Purchased Service Contracts.

AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES.

E-Verify Home Page: www.uscis.gov/portal/site/uscis
Click on E-Verify to Get Started

E-Verify Contact Information:

E-Verify Help Desk: 1-888-464-4218

Bob Fagan - Office of the Attorney General, State Personnel Board: 601-359-2704

E-Verification

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. 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. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

I, the undersigned, certify, as an authorized representative, that my company is in compliance with the Mississippi Employment Protection Act (Senate Bill 2988) and will register and participate in the status verification system.

Company Name

Company Address

Company Tax Identification Number

Company Phone Number

Authorized Representative

SECTION 007313 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The following Supplementary Conditions modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. In the event of a conflict between the General Conditions of the Contract for Construction and Section 007313, Section 007313 shall control even if the conflicting provision in the General Conditions of the Contract for Construction is not expressly revised or deleted by reference in Section 007313.
- B. The General Conditions may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 01 of the Specifications.

1.2 SUPPLEMENTS

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

- 1.1.1.1 Delete the last sentence in Article 1.1.1 and insert the following:

The Contract Documents shall include the Instructions to Bidders, plans, the Project Manual, including Division 00 and the specifications, Divisions 01 through 32, all Addenda and modifications to the plans and/or specifications, the Agreement between Owner and Contractor, the performance and payment bonds, the notice to proceed and any executed change orders. Information and documentation pertaining to soil investigation data, laboratory investigations, soil borings and related information included herein are not part of the Contract Documents. In the event of a conflict between the provisions of Division 00 and any other section of the Contract Documents, such other sections(s) shall govern.

1.1.5 THE DRAWINGS

- 1.1.5.1 Add the following to the end of Article 1.1.5:

Large scale drawings shall govern over small scale drawings where there are differences or conflicts between such drawings. Where the word "similar" appears on the plans, it shall not be interpreted to mean "identical" and shall require the Contractor to coordinate the actual conditions and dimensions of the location where the "similar" conditions are shown to occur.

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9 Add the following Article 1.1.9:

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 Add the following to the end of Article 1.2.4:

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as necessary to produce the indicated results.

1.2.5 Add the following to the end of Article 1.2.5:

The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the intent of the Contract Documents. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operable condition ready for use or subsequent construction or operation of the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement of Bids.

In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Professional's interpretation.

Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them shall be promptly submitted in writing to the Professional for written interpretation, explanation, or clarification.

1.6 TRANSMISSION OF DATA IN DIGITAL FORMAT

- 1.6 Delete the phrase “they shall endeavor to” in the second line and insert the phrase “the Professional shall” and add the following to the end of the sentence:

..., which protocols shall be the same as or similar to the Digital Data Protocol Exhibit, AIA Doc. E201, 2017.”

ARTICLE 2 – OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.2.1 Delete this subparagraph in its entirety.

- 2.2.2 Delete this subparagraph in its entirety.

- 2.2.3 Delete this subparagraph in its entirety.

- 2.2.5 Delete Article 2.2.5 and insert the following:

The Contractor will be furnished free of charge ten (10) copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

2.3 OWNER'S RIGHT TO STOP THE WORK

- 2.3 Delete this subparagraph in its entirety and insert the following:

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to perform any of its obligations under the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

The rights and remedies under this Article 2.3 are in addition to and do not in any respect limit any other rights of the Owner, including its termination rights under Article 14.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

- 2.4 Delete this subparagraph in its entirety and insert the following:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails, within a seven (7) day period, after receipt of written notice from the Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies without further notice to the Contractor and/or its Surety. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Professional's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Professional. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or its Surety shall pay the difference to the Owner.

ARTICLE 3 – CONTRACTOR

3.1 GENERAL

3.1.1 Add the following at the end of Article 3.1.1:

The relationship of Contractor to Owner shall be that of independent contractor, and nothing in Contract Documents is intended to nor should it be construed as creating any other relationship, expressed or implied, between Owner and Contractor.

3.4 LABOR AND MATERIALS

3.4.2 Add the following to the end of Article 3.4.2:

Some Sections of the Specifications do not allow substitution of materials, products or equipment. Where “or equal” substitution is allowed the request for substitution will only be considered if made in strict accordance with the requirements of Article 3.4.4 and Section 002113 – Instructions to Bidders.

3.4.4 Add the following Article 3.4.4.

After the Contract has been executed, the Owner and the Professional may consider a request for the substitution of products in place of those specified only under the conditions set forth in the Project Specifications.

By making requests for substitutions, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
3. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Professional's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be completed in all respects.

All substitutions shall be submitted within 30 days of the Notice to Proceed, as per the Project Specifications.

3.4.5 Add the following Article 3.4.5:

Contractor represents that it has independently investigated, considered and understands the labor conditions in the area surrounding the Project and acknowledges that such conditions may impact the Contractor's cost and/or time of performance of the Contract. Therefore, Contractor further represents that the Contract Price is based upon Contractor's independent investigations into such labor conditions and that the Contract time is reasonable, and the date of Substantial Completion is obtainable. As a result, Contractor assumes the risk of increased costs, if any, incurred by, or arising out of, or related to such labor conditions and acknowledges that Contractor and its surety will reimburse Owner for any additional costs Owner incurs arising out of or related to such labor conditions.

3.4.6 Add the following Article 3.4.6:

E-Verification: Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. 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. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. See E-Verification / Good Faith Compliance attached.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Delete Article 3.7.1 entirely and insert the following:

The Contractor shall secure and pay for the building permit and all other permits, fees, licenses, inspections and all other approvals and charges necessary for proper execution and completion of the Work.

3.7.3 Delete Article 3.7.3 and insert the following:

At no additional cost to the Owner, the Contractor shall comply with all laws, statutes, ordinances, building codes, rules, and regulations of whatever nature that applies to the Project, whether enacted or adopted before or after bid opening. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Professional and Owner in writing, and necessary changes shall be accomplished by appropriate modification. The Professional shall not administer the Contractor's safety performance, or any other matter relating to Contractor's means, methods, techniques, sequences and procedures, which are not a part of Contractor's scope of Work which is to be administered by the Professional as part of the Professional's obligations.

3.8 ALLOWANCES

3.8.2.3 Add the following to the end of Article 3.8.2.3;

Except when installation is specified as part of the allowance in the General Requirements (Division 01 of the specifications).

3.9 SUPERINTENDENT

3.9.1 Add the following to the end of Article 3.9.1.

The superintendent shall be designated by the Contractor at the preconstruction conference. After Owner's approval of such superintendent, he shall not be replaced by the Contractor without the Owner's prior written consent, which consent is required unless the Contractor submits proof satisfactory to the Owner that the superintendent should be terminated by the Contractor for cause.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.3 Delete Article 3.10.3 and insert the following:

Time being of the essence, the Contractor shall perform the Work in accordance with the most recent schedule submitted to and approved by the Owner and Professional.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.6 Delete Article 3.12.6 and insert the following:

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relationships to existing Work, coordinated with Work to be installed later, coordinated with information on previously accepted shop drawings, Product Data, Samples, and similar submittals and verified compliance with all requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples and similar submittals the Professional shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.8 Add the following to the end of Article 3.12.8:

Unless such written notice has been given, the Professional's approval of a Shop Drawing, Product Data, Sample or similar submittal shall not constitute approval of any changes not requested on the prior submittal.

3.12.9 Add the following to the end of Article 3.12.9:

The Professional's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Professional's review of additional submittals will be made only with the consent of the Owner after notification by the Professional. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Professional for evaluation of such additional resubmittals.

3.18 INDEMNIFICATION

3.18.1 Modify Article 3.18.1 with the following:

Add the word "defend" before the word "indemnify" in the first line, to add the words "or nonperformance" after the word "performance" in the third line and to delete the phrase "provided that such claim damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself)".

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.1 PROFESSIONAL

4.1.1 Add the following at the end of this subparagraph:

The terms "Architect", "Professional", "Engineer" or "Design Professional" as used in the Contract Documents refers to the Engineering Resource Group, Inc., 350 Edgewood Terrace Drive, Jackson, MS 39206; Phone: (601) 362-3552; Fax: (601) 366-6418.

4.2 PROFESSIONAL'S ADMINISTRATION OF THE CONTRACT

4.2.10 Delete this subparagraph in its entirety.

ARTICLE 5 – SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete the phrase "Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract" from the first sentence of Article 5.2.1 and replace with the following:

"The Contractor, with its first Application for Payment and as a condition to the Owner's obligation to make payments to Contractor under Article 9 of the General Conditions as supplemented herein..."

5.2.5 Add the following Article 5.2.5:

The Contractor's unauthorized substitution of any subcontractor, supplier, person or entity previously listed by Contractor shall entitle the Owner to reject the work, materials or products furnished and require removal and replacement at no additional cost to the Owner.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Delete Articles 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4 entirely and insert the following new Article 6.1:

Owner's Right to Perform Construction and to Award Separate Contracts. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate Contracts either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of other Contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the work.

The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other Contractors and shall immediately notify the Professional of lack of progress or delays by the Owner or other Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other Contractors and/or failure of Contractor to give notice of lack of progress or delays by the Owner or other Contractors shall be deemed to be acceptance by Contractor of the status of progress

by other Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other Contractor or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner and Professional from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other Contractors or Subcontractors.

6.2.3 Delete Article 6.2.3 entirely.

ARTICLE 7 – CHANGES IN THE WORK

7.1 CHANGES

7.1.3 Add the following to the end of Article 7.1.3:

Except as permitted in Article 7.3, a change in the Contract Sum or the Contract Time shall only be accomplished by written change order. Therefore, the Contractor acknowledges that it is not entitled to a change in the Contract Sum or the Contract Time in the absence of a written Change Order on the basis of the course of conduct or dealings between the parties, the Owner's express or implied acceptance of alterations or additions to the Work, the Owner has been unjustly enriched by the Contractor's Work or any other basis otherwise allowed by law or the facts and Contractor agrees that any such extra or changed work was performed by it as a volunteer.

7.2 CHANGE ORDERS

7.2.2 Add the following Article 7.2.2:

Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of the change in the Work that is the subject of the change order including, but not limited to, all direct and indirect costs associated with such change, all extended direct job site and home office overhead costs and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect resulting therefrom, if any.

7.2.4 Add the following Article 7.2.4.:

In order to facilitate consideration of change order requests, all such requests, except those involving an amount less than \$500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than \$500 will not be approved without such itemization.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.7 Modify Article 7.3.7 to the following:

In the first sentence, delete the words "a reasonable amount" and substitute "a reasonable allowance for the combined overhead and profit in accordance with subparagraph 7.3.11 below." Delete Sections 7.3.7.4 and 7.3.7.5 entirely.

7.3.8 Delete the first sentence and insert the following:

The amount of credit to be given by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the actual net cost plus a reasonable allowance for overhead and profit thereon as approved by the Professional and Owner.

7.3.11 Add the following Article 7.3.11:

The allowance for overhead, taxes, fees, bonds, insurance and profit attributable to a change included in the total cost to the Owner shall be based on the following schedule. The overhead includes general home office, field personnel, superintendents, labor burden and all costs attributable to field and office personnel.

1. For the Contractor, for work performed by the Contractor's own forces, 16 percent of the cost.
2. For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the sub-contractor.
3. For each sub-contractor or sub-subcontractor involved, for work performed by that subcontractor's or sub-subcontractor's own forces, 16 percent of the cost.
4. For each subcontractor, for work performed by the subcontractor's sub-subcontractor's, 10 percent of the amount due the sub-subcontractor.
5. Costs to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

ARTICLE 8 – TIME

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Delete Article 8.3.1 and Insert the following:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Professional, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by fire, natural disasters, unavoidable casualties beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Professional determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Professional may determine.

8.3.3 Add the following to the end of Article 8.3.3:

No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hindrance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and that delays to construction activities, which do not affect the overall completion of the Work, do not entitle the Contractor to any extension in the Contract Time and/or increase in Contract Sum.

8.3.4 Add the following Article 8.3.4:

Any claims by the Contractor for an increase in the Contract Time must follow the procedures set forth in Articles 15.1.2, 15.1.5 and 15.2, including the requirement that the Contractor give written notice of any claim within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the claim, whichever is later.

8.3.5 Add the following Article 8.3.5:

If the Contractor submits a schedule indicating or otherwise expressing intent to complete the Work prior to the date of substantial completion, the Owner shall have no liability to the Contractor for any failure by the Contractor to complete the Work prior to the expiration of the Contract Time.

8.3.6 Add the following Article 8.3.6:

Weather Delays: The Contractor agrees that normal weather occurrences and disruption to construction activities are included in the schedule. Weather occurrences or delays beyond normal are defined as days beyond the NOAA average for this area. Impacted days may be determined by the occurrence of weather events (precipitation ≥ 0.10 inch) that occurred in excess of the average as indicated by NOAA.

The table below defines the monthly anticipated adverse weather days for the contract period and is based upon the NOAA Summary for this area.

7 January	7 April	6 July	5 October
7 February	8 May	5 August	6 November
7 March	6 June	4 September	8 December

The Contractor is responsible for providing the NOAA data as stated above and the observed deviation in excess of the average as defined by the table above. The weather data is to be received monthly with the Application for Payment.

All requests for time extensions shall be made monthly in writing with the Application for Payment. No monetary change in the contract value is considered due to impacted days. The Owner reserves the right to review any requests for consideration of value for extenuating circumstances by the Contractor in regard to schedule and value. The Owner is not obligated under this review for additional compensation as per Article 15.1.5.2.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENTS

9.3.1 Add the following to the end of Article 9.3.1:

The Form of Application for Payment will be AIA Document G702, Application and Certification for Payment supported with AIA Document G702A, Continuation Sheet.

9.3.1.3 Add the following Article 9.3.1.3:

The Owner will retain, until the Work is one hundred percent (100%) complete, five percent (5%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made except that when the initial Contract award is in an amount equal to or greater than \$750,000, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Professional and the Owner, fifty percent (50%) of the retainage may be returned to the Contractor and five percent (5%) will be retained on all subsequent progress payments. The Owner may subsequently increase the retainage if the Contractor's manner of completion of the Work and/or its progress does not remain satisfactory to the Professional and/or Owner or if the Surety withholds its consent to payment for other good and sufficient reasons.

9.3.2.1 Add the following Article 9.3.2.1:

Payment on materials stored at some location other than the building site may be approved by the Professional and the Owner after the Contractor has submitted the following items:

1. An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
2. Consent of Surety or other acceptable bond to cover the materials stored off-site.
3. All Perils Insurance coverage for the full value of the materials stored off-site.
4. A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
5. A complete list and inventory of materials manufactured stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.
6. A review by the Professional of the materials stored off-site prior to release of payment.
7. Proof of payment of stored materials verified by the supplier must be submitted to the Professional within thirty (30) days of the Application for Payment on which payment for said material was made. If proof of payment is not submitted within thirty (30) days, then payment for said materials will be deducted from the next application for payment and withheld until proof of payment is received.

9.3.2.2 Add the following Article 9.3.2.2:

Affidavit Certifying Payment to All Subcontractors

1. Submit to the Owner, an Affidavit Certifying Payment to All Subcontractors on a monthly basis after the submittal, approval and payment of Application for Payment #1.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1.7 Delete the word "failure".

9.6 PROGRESS PAYMENTS

9.6.1 Delete Article 9.6.1 and insert the following:

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within forty-five (45) days after receipt of the Certificate for Payment from the Professional. Payment shall not be considered late until forty-five (45) days after Owner's receipt of the approved Certificate for Payment from the Professional.

9.6.1.1 Add the following Article 9.6.1.1:

Contractor's Applications for Payment shall be submitted on or before the 15th day of each month. Any application not submitted on or before this date may not be processed or approved until the following month.

9.6.7 Add the following to the end of Article 9.6.7:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor.

9.7 FAILURE OF PAYMENT

9.7.1 In the first sentence, delete the words "or awarded by binding dispute resolution".

9.8 SUBSTANTIAL COMPLETION

9.8.1 Delete this subparagraph in its entirety and insert the following:

Substantial completion for purposes of this Contract occurs only upon Contractor's compliance with the following conditions precedent: (a) the Contractor furnishes to the Professional all close-out documents required by the Contract Documents in a form satisfactory to the Professional and the Owner, (b) the Contractor furnishes the manufacturers' certifications required by the Contract Documents; (c) the Contractor furnishes the Guarantee of Work required by Section 00 73 13, Paragraphs 12.2.2.1.1; and (d) the Professional certifies that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose.

9.8.2.1 Add the following Article 9.8.2.1:

The Contractor shall be responsible for the costs of inspections made by the Professional including any and all other related expenses incurred by the Professional for providing services for the Project required by failure of the Contractor to achieve final acceptance / completion of the Project within 30 days after the first occurrence of the below described events:

1. Specified date of Substantial Completion; or
2. Actual date of Substantial Completion.

The costs of the Professional's additional services shall be deducted by the Owner from the Contractor's final application for payment to pay the Professional for additional services required by the Contractor's failure to achieve final completion of the project within the 30 day period described above.

9.8.4 Delete the last sentence of Article 9.8.4 and insert the following:

Warranties required by the Contract Documents shall commence on the date of final acceptance / completion unless otherwise provided in the Contract Documents.

9.8.5 Add the following to the end of Article 9.8.5:

Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractors within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the acknowledgement of the Professional that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor.

9.8.6 Add the following Article 9.8.6:

The costs of inspections requested by Contractor and made by Professional which are not required by Articles 4, 9.8, 9.10.1 or 12 of the General Conditions and any other inspection required by Article 12 other than the year-end inspection itself, will be the responsibility of the Contractor and will be deducted by the Owner from the Application for Payment submitted after the Owner's receipt of the Professional's statement for its costs of additional inspections. These costs are not the result of Contractor's failure to timely complete the Contract within the specified

time and, therefore, such costs are in addition to and not a part of any liquidated damages calculation, if any.

9.8.7 Add the following Article 9.8.7:

Upon the Owner's acceptance of the Work as substantially complete and upon Contractor's compliance with all conditions precedent to substantial completion as stated in Section 00 73 13, Paragraph 9.8.1 and upon application by the Contractor, the Owner will pay to the Contractor all retainage held by the Owner less an amount equal to the greater of (a) two percent (2%) of the Contract sum, or (b) two hundred percent (200%) of the estimated cost of the Work remaining to be performed by the Contractor in accordance with the Professional's determination. Final payment, including all retainage, shall be made at the time and in the manner provided for final payment in accordance with the provisions of Article 9.10 and the additional conditions precedent to final acceptance / payment set forth in Section 00 73 13, Paragraphs 9.8.5 and 9.10.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1.2 Add the following new subparagraph:

The Owner's occupancy or use of any completed or partially completed portions of the Work shall not affect Contractor's obligation to complete incomplete items on the list attached to the Certificate of Substantial Completion within the time fixed in the Certificate and does not waive Owner's right to obtain completion of incomplete items at Contractor's expense upon Contractor's failure to timely complete same.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.2.1 Add the following Article 9.10.2.1:

Final acceptance / completion for purposes of this Contract occurs only upon Contractor's compliance with the following conditions precedent: (a) The Contractor furnishes to the Professional all required close-out documents in a form satisfactory to the Professional and the Owner; (b) the Contractor furnishes all required manufacturers' certifications (c) the Contractor furnishes the signed Guarantee of Work required by Section 00 73 13, Paragraph 12.2.2.1.1; (d) the Professional certifies final acceptance / completion of the Project through issuance of a "Certificate of Final Completion".

9.11 LIQUIDATED DAMAGES

9.11.1 Add Section 9.11 LIQUIDATED DAMAGES and insert the following Article 9.11.1:

Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

The amount established per day for liquidated damages is \$ 250.00.

ARTICLE 10 – SAFETY

10.1 Add the following to the end of Article 10.1:

The Professional shall not administer the Contractor's performance of Article 10 (including subparagraphs 10.1 through 10.4) because the initiation, maintenance and supervision of safety precautions and programs is the sole responsibility of the Contractor as means, methods, techniques, sequences and procedures of construction and, therefore, is not part of the Contractor's scope of Work which is to be administered by the Professional.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1.5 Delete the words "other than the Work itself".

11.1.1.9 Add the following Article 11.1.1.9:

Liability insurance will include all major divisions of coverage and be on a comprehensive basis including:

1. Premises - operations.
2. Independent Contractor's Protective.
3. Products and completed operations.
4. Contractual - including specified provisions for the Contractor's obligations under 3.18.
5. Owned, non-owned and hired motor vehicles.
6. Broad form coverage for property damage.
7. Owner and Professional will be listed as additional insureds on policy.

11.1.2 Delete Article 11.1.2 in its entirety and insert the following:

1. GENERAL LIABILITY	
Commercial General Liability (Including XCU)	
General Aggregate	\$2,000,000 Aggregate
Products & Completed Operations	\$2,000,000 Aggregate
Personal & Advertising Injury	\$1,000,000 per Occurrence
Bodily Injury & Property Damage	\$1,000,000 per Occurrence
Fire Damage Liability	\$500,000 per Occurrence
Medical Expense	\$10,000 per Person
2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY	
Bodily Injury & Property Damage	\$2,000,000 Aggregate
Bodily Injury & Property Damage	\$1,000,000 per Occurrence
3. AUTOMOBILE LIABILITY	
(Owned, non-owned & hired vehicles)	
Contractor Insurance Option No. 1	
Bodily Injury & Property Damage (Combined Single Limit)	\$1,000,000 per Occurrence
Contractor Insurance Option No. 1	
Bodily Injury	\$500,000 per Person
Bodily Injury	\$1,000,000 per Accident
Property Damage	\$100,000 per Occurrence

4. EXCESS LIABILITY (UMBRELLA ON PROJECTS OVER \$500,000)	
Bodily Injury & Property Damage (Combined Single Limit)	\$2,000,000 Aggregate \$1,000,000 per Occurrence
5. WORKERS' COMPENSATION EMPLOYERS' LIABILITY (AS REQUIRED BY STATUTE)	
Accident	\$100,000 per Occurrence
Disease	\$500,000 Policy Limit
Disease	\$100,000 per Employee
6. PROPERTY INSURANCE	
Builder's Risk Or	\$ Equal to Value of Work
Installation Floater	\$ Equal to Value of Work

11.1.5 Add the following Article 11.1.5:

Furnish one copy of certificate herein required for each copy of the Agreement, specifically set forth evidence of all coverage required by Articles 11.1.1, 11.1.1.7 and 11.1.2. The form of the certificate will be AIA Document G705 or a similar form acceptable to Owner. Furnish to the Owner and Professional, copies of any endorsements that are subsequently issued amending coverage or limits. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract and termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.2 OWNER'S LIABILITY INSURANCE

11.2 Delete Article 11.2 in its entirety and insert the following:

The Contractor will pay for and maintain such insurance as will protect the Owner and Professional from their contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Owner and Professional and will be the same limits set forth in Article 11.1.2.

11.3 PROPERTY INSURANCE (BUILDERS' RISK OR INSTALLATION FLOATER)

11.3.1 Change the first line of the Article 11.3.1 to read as follows:

"The Contractor shall purchase...."

11.3.1 Add the following to the end of the paragraph:

Such property insurance shall be maintained, unless otherwise provided in the Contract Documents, or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, as provided in Paragraph 9.10, or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later.

11.3.1.2 Delete Article 11.3.1.2 in its entirety.

11.3.1.3 Delete Article 11.3.3 in its entirety and insert the following:

If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay the deductible and all other costs not covered because of such deductibles. If the Contractor or insurer increases the required minimum deductibles above the amounts so identified or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Contractor shall pay the amount of the deductible and all costs not covered because of deductibles.

11.3.2 Delete this Subparagraph in its entirety.

11.3.3 Delete this Subparagraph in its entirety.

11.3.4 Delete this Subparagraph in its entirety.

11.3.5 Delete this Subparagraph in its entirety.

11.3.6 Delete this Subparagraph in its entirety.

11.3.10 Delete Article 11.3.10 in its entirety and insert the following:

The Owner, as fiduciary, shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

11.5 OWNER'S AND PROFESSIONAL'S PROTECTION

11.5.1 Add Section 11.5 OWNER'S AND PROFESSIONAL'S PROTECTION and insert the following Article 11.5.1:

In addition to the above, the Contractor shall take out in the Owner's and Professional's names, and maintain during the same time period, Public Protective Liability Insurance and Property Damage Insurance in the amount of not less than \$1,000,000.000 combined single limit, which policies shall cover the operations of the Contractor, and those of his subcontractors to protect the Owner and Professional from loss. This protection shall not be considered as a separate policy by the Contractor, but shall be a rider to the Contractor's coverage.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.2.2.1 Add the following to the end of Article 12.2.2.1:

Prior to the end of the one-year period, the Professional may schedule a warranty inspection, which shall be attended by the Professional, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall be repaired and/or replaced.

12.2.2.1.1 Add the following Article 12.2.2.1.1:

As a condition to Substantial Completion of the Work under Section 007313, Article 9.8.4, Contractor, upon completion of the Work, shall prepare and submit to the Owner a Guarantee of Work, sworn to by the Contractor, stating:

As required by Section 007313, Paragraphs 12.2.2.1.1 and 12.2.2.6, Contractor and Contractor's Surety hereby guarantee that all Work performed on the above captioned project is free from defective and/or nonconforming materials and workmanship and that for a period of one-year for construction, from the date of final completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

12.2.6 Add the following Article 12.2.6:

Within the one-year period, if repairs or replacement are requested by Owner in connection with guaranteed Work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor and/or its Surety shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, are the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract Documents; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.4 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.6 Delete this Article in its entirety and insert the following:

Payments due and unpaid under the Contract Documents shall bear interest as provided by Mississippi Code, Section 87-7-3.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Delete Article 14.1.1.4 entirely.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1.1 Delete the word "repeatedly" from Article 14.2.1.1.

14.2.1.3 Delete the word "repeatedly" from Article 14.2.1.3.

14.2.1.5 Add the following Articles 14.2.1.5 and 14.2.1.6:

5. fails to achieve substantial completion of the Project as described in Section 00 73 13, Article 9.8.5, within the time stated therein;
6. fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence for this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any

deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract.

14.2.5 Add the following Article 14.2.5:

If the Owner terminates the Contract for cause, and it is determined for any reason that the Contractor was not actually in default under the Contract at the time of termination, the Contractor shall be entitled to recover from the Owner the same amount as the Contractor would be entitled to receive under a termination for convenience as provided by Article 14.4. The foregoing shall constitute the Contractor's sole and exclusive remedy for termination of the Contract. In no event shall the Contractor be entitled to special, consequential, or exemplary damages, nor shall the Contractor be entitled to anticipated profits resulting from termination of this Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4 Delete Articles 14.4.1, 14.4.2, and 14.4.3 entirely and insert the following:

14.4.1 The Owner may, without cause or fault of either the Contractor or the Owner, terminate the Contract in whole or in part if the Owner, in its sole discretion, determines it to be in the Owner's best interest.

14.4.2 Upon the Owner's termination for convenience, the Contractor shall only be entitled to payment as provided in Subparagraph 14.1.2.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for reasonable profit and overhead on work performed. The Contractor shall not be entitled to receive any payment for either overhead or profit on work not performed.

ARTICLE 15 – CLAIMS AND DISPUTES

15.1.5 CLAIMS FOR ADDITIONAL TIME

15.1.5.2 Add the following to the end of Article 15.1.5.2:

"The Contractor must submit each month with his Application for Payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. Payment is not due on a monthly application until the letter is received. Complete justification, including weather reports, daily reports, correspondence and any other supporting data must be provided for each day for which an extension is requested. A letter or statement that the Contractor was delayed is not an adequate justification. The receipt of this request and data by the Professional will not be considered as Owner or Professional approval of a time extension in any way."

15.2.1 Delete all references to mediation.

15.2.5 Delete the last sentence and its references to mediation.

15.2.6 Delete this paragraph in its entirety.

15.2.8 Delete this paragraph in its entirety.

15.3 Delete the entire paragraph entitled "MEDIATION", including subparagraphs 15.3.1, 15.3.2, and 15.3.3.

15.4 ARBITRATION

15.4.1 Delete this paragraph in its entirety and add the following paragraph as follows:

The Owner shall have the sole option of selecting arbitration as the means for resolving the parties' dispute and the Contractor shall, before initiating any proceeding against the Owner, notify the Owner in writing that it intends to initiate legal proceedings against the Owner which notice shall include a description of the claim(s) and amount(s) thereof. Within ten (10) business days after receipt of such notice, the Owner shall advise the Contractor whether the dispute is to be arbitrated or litigated. If arbitration is selected by the Owner, then any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, after decision by the Professional or 30 days after submission of the Claim to the Professional, be subject to arbitration If selected by the Owner at its sole and exclusive option,

15.4.1.1 Delete paragraph 15.4.1.1 in its entirety.

14.4.2 Delete this paragraph and substitute the following:

Claims shall be decided by arbitration, if selected by the Owner, which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect but not administered by the American Arbitration Association. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association if the arbitration is to be administered by the American Arbitration Association, and a copy shall be filed with the Professional.

15.4.3 Delete this paragraph and substitute the following:

If arbitration is selected by the Owner, a demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

15.4.4 Delete Article 15.4.4 CONSOLIDATION OF JOINDER, including subparagraph 15.4.4.1, 15.4.4.2 and 15.4.4.3 in its entirety.

END OF SECTION 007313

SECTION 007314 – PROFESSIONAL’S SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 TERMINOLOGY

- A. Professional - Wherever the term or “Professional” is used in the specifications, it refers to Engineering Resource Group, Inc., 250 Katherine Drive, Flowood, MS 39232, which is authorized to prepare all drawings, specifications, and details for this work, and to act as the Owner’s representative during construction.
- B. Owner: Wherever the term “Owner” is used in the specifications, it refers to City of Brandon.
- C. Notice: The term “notice” as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the other part of the contract, or to his, their, or its duly authorized agent, representatives, or officer; or when enclosed in a postage prepaid envelope addressed to such last known business address and deposit in a United States mail box.
- D. As Directed: The term “as directed,” where used in the specifications, shall mean according to instructions issued by the Professional.
- E. Approved - Acceptable - Satisfactory: The term “approved”, “acceptable,” and “satisfactory” when used in the specifications, shall mean approved by the Professional.

1.2 SCOPE OF WORK

- A. This section is the Professional's requirements for implementation of the construction requirements. See Section 007213 – General Conditions and Section 007313 – Supplementary Conditions.

1.3 CONSTRUCTION DOCUMENTS

- A. The drawings are intended to show the general arrangement of the work and are not intended to be scaled or to serve as shop drawings. Omission of details concerning local code requirements, or proper or normal installations of equipment specified shall not be cause for additional charges or claims. The specifications and the drawings are intended to be in agreement with each other, and to be mutually explanatory. They are also intended to be complementary and any work or material called for by either shall be performed and/or furnished as if called for by both.
- B. Any discrepancies within the documents shall be brought to the attention of the Professional a minimum of 4 days before bids are received. After bids are received, any discrepancies will be as interpreted by the Professional and there will be no additional cost to the Owner for these discrepancies.

1.4 BUILDING CODE REQUIREMENTS

- A. All parts of building work under contract by General Contractor and other contractors or subcontractors shall be executed in compliance with building codes of governing bodies, such as State Codes and Regulations also, the National Electrical Code and NFPA Life Safety Code. These requirements shall take precedence over the Professional's specifications or plans wherever a conflict exists.

1.5 VERIFICATION OF DIMENSIONS

- A. Before starting the construction work, all measurements shall be checked by contractor against dimensions of the plans to insure the intent of the ground floor base dimensions. Differences shall be called to the attention of the Professional for adjustment.
- B. Before ordering any materials or doing any work, each contractor shall verify the dimensions and shall be responsible for the accuracy of such dimensions as they affect the work. No extra compensation will be allowed on account of differences between the dimensions shown on the drawings and actual dimensions.
- C. Shop drawing dimensions shall be checked with the building conditions and Professional's drawings for correctness before submitting same for approval to the Professional.

1.6 ENGINEERING AND LAYOUT

- A. The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. He shall verify the figures shown on the survey and working drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- B. The Owner has established or will establish, such general reference points as will in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the Owner.
- C. The Contractor shall protect and preserve the established benchmarks and monuments and shall make no change in locations without the written approval of the Owner. Any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations, shall be subject to prior approval by the Owner, be replaced and accurately located by the Contractor.

1.7 OWNER'S RIGHT TO EXPEDITE

- A. The Owner reserves the right to aid in expediting materials whenever it is necessary to maintain the building schedule but does not relieve the Contractor of any responsibility in securing materials.

1.8 CONTRACT COORDINATION

- A. Multiple contracts could be under way on site during the duration of this contract. Coordination and cooperation will be required to complete the work identified. The Contractor is required to coordinate with the Professional any work which would interfere with other activities on site.

1.9 EXPERIENCE VERIFICATION

- A. Immediately after receipt of bids, and upon notification of Owner and/or Professional, furnish the following information for evaluation by the Owner (the Owner reserves the right to evaluate the following information prior to award of contract:
1. Similar Experience: Furnish a complete listing of completed project or on-going projects similar in size and scope to this project, listing complete names, addresses, and telephone numbers of Owners, cost of project, and year completed or anticipated to be completed.
 2. Office Staff: Furnish a complete listing of all office staff listing name, address, and title.
 3. Superintendent: Furnish a complete resume for the proposed project superintendent, listing previous experience as either Assistant Superintendent or Superintendent. Experience listing shall show scope of projects and proposed superintendent's duties on these projects.

1.10 WORKMANSHIP

- A. All work as described or required shall be executed in a neat, skillful manner, in accordance with the best recognized trade practice. Only competent workmen (including the superintendent) who work and perform their duties satisfactory shall be employed on the project, and when requested by the Professional or Owner's Officials, the Contractor shall discharge and shall not re-employ on the project, any person who commits trespass or who is, in the opinion of the Professional, dangerous, disorderly, insubordinate, incompetent, or otherwise objectionable.

1.11 EXISTING UTILITIES

- A. Existing structures, plantings, trees, utility lines, and building or landscaping systems, within the work area and outside the work area, which are to be retained unchanged, shall be protected from damage by the Contractor, prior to the start of construction. Any streets, roadways, sidewalks, grounds, plantings, trees, utility line, building or landscaping systems, or other property that are damaged, as a result of the Contract Work, shall be properly repaired or fully replaced by the Contractor to the full satisfaction of the Owner.
- B. All utility meters, valves, switches, etc. within the work area shall remain accessible to Owner's employees for the duration of the project.
- C. The Contractor shall take all precautions to protect all existing sewer manholes, sewer lines, and storm drains from be infiltrated by construction debris and eroded silt.
- D. Utility interruptions and Utility Connections planned as part of the Work shall be coordinated a minimum of ten (10) calendar days prior to interruption of service or occurrence of work. The Owner maintains the right to withhold authorization until it is practical for the work to occur. The Owner utility infrastructure cannot be shut down to make connections without prior notification to all affected Owners Properties and nearby.

1.12 UTILITIES, ELECTRICITY, GAS, WATER, FENCE

- A. Renovations With-in Existing Buildings.
1. The Owner will not bill the Contractor for utilities unless the practice becomes abusive.

1.13 RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

- A. In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor shall act without previous instructions from the Owner, as the situation may warrant. He shall notify the Owner immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner within twenty-eight (28) consecutive calendar days after each occurrence and the amount of compensation shall be determined by the agreement or arbitration.

1.14 PROTECTION OF PROPERTY, SITE SAFETY AND PROTECTIVE MEASURES

- A. The Contractor shall at all times safeguard the Owner's property from injury or loss in connection with this contract. He shall at all times safeguard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by state or municipal laws and regulations and local conditions must be provided and maintained.
- B. The owner will not be responsible for the safety of the Contractor's work, materials or equipment. Protection of the property within the contract work area both day and night shall be the responsibility of the Contractor. The Contractor shall provide a chain and lock for the security gate that can be "double locked" with a Contractor's furnished lock so that the Owner can have access to the job site during emergencies.
- C. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws and codes.
- D. Organized safety measures shall be enforced on all construction work. Daily safety meetings shall be held by the Contractor prior to start of construction each day. The Contractor shall meet all applicable OSHA, and other Federal, State, and local agencies' codes and requirements regarding safety on and adjacent to the construction site.
- E. The Contractor shall provide the Owner with a copy of all accident reports for any occurrences on site.
- F. The Contractor shall provide protective devices such as signs, lights, barricades, covered walkways, signals, fences and etc., shall be utilized night and day to protect students and personnel on the campus. All temporary construction shall conform to or exceed the requirements of Chapter 33, Safeguards During Construction, of the IBC latest edition.

1.15 FIRE PROTECTION

- A. The General Contractor will provide general temporary fire protection as required.

1.16 RISK MANAGEMENT

- A. These procedures are intended to enhance occupants' safety, workers' safety, and reduce contractor's liability.

1. Existing fire alarm systems in building must be protected by covering sensors that may cause activation by dirt, dust, smoke, heat or fumes generated by the Contractor's work.
2. "Hot" work requires special attention to ensure safe working conditions and protection to both facilities and workers.
 - a. Fire Extinguisher.
 - b. Fire Watch.
3. Failure to adhere to these procedures may result in a "stop work" order and/or being assessed a fire run fee by the local Fire Department for each emergency response the Fire Department makes as a result of the Contractor's work activating the fire alarm system.

1.17 EROSION CONTROL

- A. Proper precautions shall be taken by the General Contractor to prevent erosion of the job site and run off from the job site. Precautions shall be taken during construction to prevent mud and debris being transported off the site onto the streets and drives. The Contractor shall repair any eroded areas at the end of the job, and wash streets and parking lots as needed, during the job, to keep them clear of soil, gravel or other material.
- B. Contractor shall provide, install and maintain erosion control methods to insure compliance with Mississippi Department of Environmental Quality (MDEQ) requirements. Contractor is responsible for application and approval of MDEQ.

1.18 USE OF PREMISES

- A. The Contractor expressly undertakes at his own expense:
 1. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
 2. To place upon the work, or any part thereof, only such loads as are consistent with the safety of that portion of the work.
 3. To affect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Professional not to cut or otherwise alter the work of any other contractor.
 4. Before final payment to remove all surplus material, false-work, construction sign, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition, to thoroughly clean and leave reasonable dust free all finished surfaces on the interior of the building included in the contract; and to wash and polish all glass installed under the contract including the removal of all paint spatters and other defacement.
- B. All materials and equipment shall be brought onto the site by making use of such roadways and drives as designated by the Owner and across the grounds along routes established by the Owner. Access shall be confirmed in the pre-construction meeting.
- C. Any streets, roadways, sidewalks, grounds, plantings, trees or other property that may be damaged as a result of the contract work shall be properly repaired or fully replaced by the Contractor to the full satisfaction of all interests involved. Trenches cut across roads, streets, drives, and parking lots shall be back-filled, compacted and topped with an acceptable assembly of paving material to match existing paving material. The Owner must approve final paving patch assemblies. Patching asphalt and brick surfaces with concrete is not acceptable.

1.19 TRASH DISPOSAL AND BURNING

- A. From the very start of the work, until its entire completion, the Contractor shall keep on hand an adequate crew of laborers, or others to keep the entire building and surrounding street, sidewalks, alleys, etc. free from any dirt, rubbish and debris resulting from the execution of the contract. The Contractor is responsible for keeping the project site clean and litter-free on a daily basis. It shall be the responsibility of each individual prime contractor to provide dumpsters to collect and remove all of their related debris from the building and the sites. Contractor must take necessary precautions to protect asphalt surfaces and concrete surfaces from damage caused by dumpster placement, storage, and retrieval. Contractor will be required to replace all damaged surfaces.
- B. Contractor's use of the Owner's dumpsters, trash cans and other construction dumpsters is strictly prohibited.
- C. There shall be no burning on properties of the Owner. All clearing and grubbing, debris, rubbish, trash and any other material which is subject to burning shall be removed and disposed of outside the limits of the Owner's property. It shall be the responsibility of the Contractor to acquire, maintain and pay for, if necessary, a disposal area.
- D. No materials of any sort shall be buried on the Owner's property.

1.20 DESIGNATION OF STORAGE AND WORKING AREA

- A. The exact boundaries of the area which may be used by the Contractor and subcontractors for the storage of materials and as a working area will be clearly defined in the contract documents. The contract will include the development of the complete work area and both the design and construction operations will be confined to this area.
- B. The Contractor shall confine his operations and provide within the designated storage and work areas any required space for all Sub-Contractors. Any damage to the grounds and irrigation systems within the designated working area or storage area shall be repaired by the Contractor, and left at the completion of the Project, either in the same state as found to exist at the start of the work, or as shown on the Contract Documents. Such damage shall include repairs or replacement of turf, shrubs, trees, sidewalks, parking lots, existing drains, street surfaces, curbs, gutters, irrigation systems, and other property and building systems. Existing structures, plantings and trees within the work area which are to be retained unchanged shall be protected. The Contractor shall repair all rutted and disturbed ground areas with solid sod to match existing ground cover. Contractor shall water and maintain sod until final acceptance of the project. An inspection of grounds by the Owner shall be included in the final punch list to determine if the site has been properly restored.

1.21 DESIGNATION OF PARKING AREA

- A. Parking for the Contractor's and Sub-Contractors' employees shall be close distance to the Project site. If sufficient parking area is not available within the designated storage and working area for the vehicles of workmen employed on the building, the Contractor shall require workmen to park their vehicles in areas designated by the Owner and instructed through the Owner's Representative. Parking areas must be policed daily for trash and debris by the General Contractor. Workmen failing to comply with traffic and parking regulations of the Owner's shall be removed from the job at the request of the proper Owner's officials.

1.22 TREES AND PLANTING

- A. Trees and plantings within the work area shall be protected by a 6 feet high (minimum) chain-linked construction fence located 15 feet beyond the drip line of the trees or plantings, at all times. Plastic construction fencing is not acceptable.
- B. Compaction equipment, vehicle parking, and storage of materials shall not be allowed beneath the drip line, in order to prevent damage to existing planting. Special exceptions must be approved by the Owner.
- C. The Contractor shall refer to the Mississippi Extension Service's publication, "Tree Protection Standards in Construction Sites" for further information and requirements not noted in this document.

1.23 WORK HOURS AND NON-INTERFERENCE OF OWNER'S OPERATIONS

- A. As a result of the Work involved, it is understood that the Contractor shall schedule and perform the Work in such a manner as to not unnecessarily interfere with the Owner's normal operations, including the interruption of utilities, without a minimum of ten (10) calendar days prior notice to the Design Professional and the Owner's Representatives.
- B. Work in Dispatch Area must be coordinated with owner. This area is not to be disturbed unless full permission is given from owner/end user.
- C. The Contractor expressly undertakes, at his own expense, to comply with the regulations governing the operations of the premises which are occupied by the Project, and to perform his contract in such a manner as not to interrupt or interfere with the operations of the Owner and to perform any Work after normal working hours, or on Saturday, or on regular holidays without additional expense to the Owner.
- D. Construction is not permitted on Sundays, except by specific permission from the Owner.

1.24 IDENTIFICATION OF CONSTRUCTION WORKERS

- A. All construction workers and vendors shall wear, at all times, on their upper torso an identification badge, with their photograph, as issued by either their company or as acceptable to the Owner. The ID badge shall identify the name of the worker and the company by which the worker is employed.

1.25 WORKER CONDUCT – OBJECTIONABLE WORKMEN

- A. Any workman who may, because of improper conduct, become objectionable to the Owner will be promptly removed by the Contractor at the request of the proper Owner's officials. In addition, the following work requirements shall be met at all times:
 - 1. No firearms of any kind shall be allowed at the building. Possession of a firearm on the site shall be considered improper conduct.
 - 2. The possession or consumption of alcoholic beverages is forbidden on the Owner's properties and shall be considered improper conduct.
 - 3. The use of tobacco products is prohibited in the renovated building. Smoking is prohibited at all times and at all locations in the building; including all Owner's facilities, properties and grounds. All violators will be subject to a fine in an amount set at the current rate according

to Owner's Policy at the time of the offence. Fines will be assessed to the workers' company. Multiple violations shall be considered improper conduct.

4. Clothing for construction workers shall conform to the accepted standards within the construction industry. This includes appropriate footwear, shirts, and pants. The provision of protective clothing shall be the responsibility of the General Contractor.
5. Shirts and pants will be worn by all workers at all times. Non-compliance shall be considered improper conduct.
6. Use of offensive language or gestures to any persons, or facility member, shall be considered improper conduct.
7. Non-compliance with wearing of a company issued identification badge, with the worker's photograph, as noted under Identification of Construction Workers shall be considered improper conduct.

1.26 EXCAVATION

- A. Contractors shall follow all current conditions and procedures required by Mississippi One Call prior to and during excavations. No person shall make any excavation in any of the grounds without first obtaining a confirmation number from Mississippi One Call, Inc. calling 1-800-227-6477.
- B. The project site grounds as used herein include, but not limited to, the streets, sidewalks, parking areas, and all other public and private areas of the building, whether covered or uncovered.
- C. Safety dictates that Contractor be familiar with the color-coding scheme used to mark the various utilities (blue – water; orange – gas, etc.).
- D. A copy of the Mississippi law Regulation of Excavations near underground utility facilities, and the uniform color code for marking underground utility lines are in Addendum D.
- E. Markings made by utility owners are valid for a period of ten (10) days from the proposed starting date provided to the Mississippi One Call, Inc. The person responsible for the excavation shall renew the notification with Mississippi One Call, Inc. at least two (2) days prior to the expiration and continue to renew notification throughout the duration of the excavation. By calling Mississippi One Call, Inc. on the eighth (8th) day, the utility owners can remark utilities so excavation projects can go longer than ten (10) days without requiring the excavator to stop work.
- F. Damage to utilities by excavators will be reported to Mississippi One Call, Inc. and the Owner immediately, especially damage to underground utilities permitting escape of any hazardous, flammable, toxic or corrosive gas or liquid. Additionally, those excavating shall take action as reasonably necessary to protect persons and property and to minimize hazards until arrival of the owner's personnel, police and/or fire department.
- G. Repairs to utilities are the responsibility of the excavator except where the excavator has fully complied with these procedures. The excavator shall be responsible for any costs and expenses incurred by the owner of the utilities in restoring, correcting, repairing, and replacing the damaged line or facility.
- H. Utility owners shall mark utilities within two (2) working days from the time Mississippi One Call, Inc. receives the notification.
 1. Unmarked locations – when an excavator sees evidence that utilities are unmarked, or encounters an unmarked utility, the excavator must immediately contact Mississippi One Call, Inc. and owners. All owners must contact the excavator within four (4) hours of any known underground utilities at the excavation site.

a. Group Identifying Colors for Utilities:

Color	Utility
Safety Red	Electrical
High Visibility Safety Yellow	Petroleum products: natural gas, oil, steam, gaseous materials
Safety Precaution Blue	Potable water, irrigation lines
Safety Green	Sewers and drain lines
High Visibility Pink	Temporary survey markings
White	Proposed excavation

I. Procedures.

1. Excavator calls Mississippi One Call, Inc. requesting utility locates and provides information requested.
2. Mississippi One Call, Inc. notifies Owner's (Facilities Management, Telecommunication, Landscaping, etc.) and local providers. Each organization is responsible for marking their utilities.

- J. Excess Excavation: Any excess excavation shall be trucked to dumping points off the Project site, as directed by the Professional, or shown on drawings.

1.27 HARDWARE

- A. All finish hardware schedules are to be coordinated with the Owner for contact and procedures.
- B. The hardware schedule will be noted with sequential numbering system that is compatible with the existing sequence of doors in the facility. The sequence will be provided by the Owner prior to the submission of the hardware schedule.
- C. Door hardware shall be compatible with the existing Owner's systems. Keying and hardware schedules should be coordinated with the Owner's locksmith and with the building's manager.
- D. Construction cores shall be ordered and installed by the General Contractor to the extent required to secure the building. Final cores shall be provided by the Owner for installation by the General Contractor.
- E. Contractor Keys - Keys may be issued to Contractors working on campus, on a temporary basis only, for a specific time period. All Contractors will be required to provide a copy of the Notice to Proceed letter for verification and to place a deposit for each key issued based on the following schedule:

Individual Keys	\$150.00 (per key)
Sub-master Keys	\$150.00 (per key)

Master Keys	\$300.00 (per key) – Issued only with prior Owner’s approval
Gate Openers	\$150.00 (per unit) – Issued only with prior Owner’s approval

- F. The Owner may extend the times that Contractors may keep issued keys. If issued keys are returned within the specified time period, the key deposit will be refunded. If issued keys are not returned within the specified time period, the deposit will be forfeited.
- G. Any expenses that occur due to a Contractor losing a key will be borne by the Contractor. The contractor’s Final Pay Request may be held until resolution of lost keys is reached.
- H. All building re-keying due to lost keys by Contractors will be performed and/or authorized by the Owner. Any duplication of Owner’s keys is prohibited.
- I. For all questions regarding Owner’s Hardware, Cores, and Keys, please contact the Owner.

1.28 CONSTRUCTION SIGN

- A. The Contractor shall not install any construction signs on the construction site.

1.29 FIRE ALARM SYSTEM RECORD OF COMPLETION

- A. A copy of the Fire Alarm System Record of Completion is to be completed and submitted to the Owner upon completion.

1.30 CONSTRUCTION CHANGE ORDERS

- A. See Supplementary Conditions Section of the Specifications, Article 7 – Changes in the Work for required procedures and allowable mark-ups.

1.31 NOTICE OF REVIEW TO THE OWNER

- A. The Owner must be notified minimum of (7) days prior to the need to review/approve any on-site mock-ups for color and/or details.
- B. The Owner shall require fourteen (14) calendar days to issue approvals of shop drawings, submittals, color schedules, sample selection, keying schedules, etc.; therefore, all such data should be submitted as soon as possible after a construction contract has been awarded. The designated review period shall be considered in the construction schedule.

1.32 SCHEDULING TESTING

- A. A representative of the Owner may wish to be present during periods of major testing: i.e., systems tests, performance tests, load tests, etc. The Owner must be notified a minimum of seven (7) days prior to the time when such tests are to be performed. Failure to issue such notice may result in repetition of the testing at the Contractor’s expense. The presence of a representative of the Owner at such a test shall not preclude the Design Professional of his Owner review.

1.33 GAS PIPELINE CONSTRUCTION REPORTING AND TESTING REQUIREMENTS

- A. The Contractor shall report to the Pipeline Safety Division of the Mississippi Public Service Commission for construction work including meters, exterior and interior pipelines containing either natural gas or any other hazardous material that exceeds a value of \$8,000.00. The reporting to the Division of Pipeline Safety shall be provided not later than five (5) working days prior to the start of any such construction. A copy of the completed form shall be returned to the Owner.
- B. The Contractor shall obtain the required "Notice of Construction" form from either the Division of Pipeline Safety on the Mississippi Public Service Commission's web site or by contacting the Division of Pipeline. This requirement is required by Rule 57.1 Reporting of Construction Work, as initiated by the Commission, effective November 20, 1980.
- C. Any time an interior or exterior gas line is exposed, intentionally or accidentally, on either new construction or a renovation project, the same reporting requirements must be met.
- D. The Contractor shall conduct and pass a leak test on the installation of new lines and/or repairs to existing line(s) prior to turning the gas back on. The test results shall be reported to the Owner and Professional.

1.34 WITHHOLDING OF FINAL PAYMENT TO THE CONTRACTOR

- A. The Owner will withhold final payment of the Retainage to the Contractor until ALL project closeouts and as-builts are received in an acceptable manner per the Project Specifications.

1.35 COLOR SCHEDULE

- A. The Contractor shall furnish the necessary samples and chips from the actual suppliers or subcontractors for approval and color selection by the Professional. All colors available from the manufacturer shall be available for selection regardless of price codes or categories.

1.36 CONTINUED OPERATION OF THE FACILITY

- A. All other existing spaces and utilities in and around the existing building must remain in operation during the construction period. In the event that utilities and/or heating/air conditioning systems must be disrupted, the Contractor shall provide prior notice of the time and duration of the cut-off to be approved by the Professional and Owner.
- B. Time and date of disruption of utilities and heating and air conditioning systems shall be agreed upon in advance by the Owner and the Professional in writing.
- C. The Contractor shall maintain and limit access to only those areas as indicated in the drawings and that have been designated by the Owner in advance and as per phasing indicated in the drawings. Use and access to other areas of these buildings is strictly prohibited.
- D. The Contractor shall notify the Professional of schedule for any work to occur outside of the established construction area. The Contractor will coordinate all access to other area in advance with the Owner's event schedule.
- E. The contractor shall maintain a clear path for exit and entrance to the existing facilities at all times during the project construction. Strictly follow the phasing schedule as indicated in the drawings.

There shall not be additional cost to the contract for phases of work to be performed after normal working hours and on weekends.

1.37 PROJECT SCHEDULE/CONSTRUCTION NOTES

- A. The project schedule as described in Section Progress Schedules shall be detailed and shall delineate each phase of the work as indicated in the drawings. (See Drawings for detailed phasing requirements.)
- B. During all phases of the work, the Contractor shall provide access to the Owner, staff and visitors at all times as coordinated with the Professional. The job superintendent must be in the construction area at all times in which work is being performed in this project. (The project manager and superintendent for the project shall be approved by the Professional/Owner before the beginning of construction.)
- C. Any changes to the work schedule, phasing, or scope of work shall be approved by the Owner in advance.
- D. It is the Contractor's responsibility to log in, document, and record the exact locations of all utilities as a part of the record documents and to document existing conditions uncovered during construction.
- E. During all roofing renovation work, the contractor shall provide protection against water, moisture, and dust infiltration on all interior spaces at all times during construction. Protect all interior finishes and furniture with plastic sheathing (40 mil min thickness) with taped joints. The contractor shall provide for a water- tight condition at the end of each working day. Any damage to interior finishes or building systems/enclosure due to water infiltration during construction shall be replaced/repared to match specified finish at no cost to the Owner.
- F. The contractor shall pressure clean-out all roof drains in project areas to verify they are working properly prior to starting the project work.

END OF SECTION 007314

SECTION 017200 – CONTRACT CLOSEOUT & RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Scope: The work required in this Section consists of the final inspections and the submission of all closeout documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.
- B. All items required in subsequent Specifications Sections shall also be required in addition to all items described within this section.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections apply to this section.

1.3 SUBMITTALS

- A. The Contractor shall submit, through the Professional, the following copies of items required before final payment is made.
- B. Contract Closeout Documents: Submit two (2) hard copies and two (2) electronic copies.
- C. Project As-built Drawings: Submit one (1) hard copy and two (2) electronic copies.
- D. Project Record Documents: Submit two (2) electronic copies.

PART 2 - PRODUCTS

2.1 FINAL INSPECTIONS

- A. Contractor's Inspection: The Contractor shall perform a punch list of all work and confirm that all items have been corrected prior to requesting the Professional's inspection. When the Contractor considers the Work, or a portion thereof is substantially complete, the Contractor shall prepare and submit to the Professional a comprehensive list of items to be completed or corrected prior to final payment. All startup testing of systems; testing, adjusting, and balancing of systems; Owner training sessions, final cleaning and touchup painting must be complete prior to requesting the Professional's Inspection.
- B. Professional's Inspection: The Contractor shall make a written request for a final inspection to the Professional ten (10) days prior to the inspection. A list of any deficiencies, compiled by the Professional, will be corrected by the Contractor. If, in the Professional's judgment, the Project is not ready for a final inspection, the Professional may schedule another inspection and submit re-inspection cost to the Contractor. The Contractor shall complete the final punch list provided by the Professionals.

- C. Owner's Inspection: After the Professional has ascertained the Project to be ready, an Owner's inspection will be scheduled within ten (10) days thereafter. The Owner's punch list shall be included with the Professional's punch list in the Substantial Completion Certificate and completed within ten (10) days after the Owner's acceptance.
- D. Correction of Work Before Final Payment:
 - 1. The Contractor shall promptly remove from the Owner's premises all materials condemned for failure to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after ten (10) days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor, or charged to the Contractor in the event no payment is due.

2.2 CONTRACT CLOSEOUT DOCUMENTS

- A. The Contractor shall facilitate a review meeting with the Owner and Professional prior to assembling the close-out documents for submission to review the content and organizational format. The Contractor shall submit the following:
 - 1. Request for Final Payment: AIA Document G702, current edition, completed in full or a computer generated form having similar data; with notary seal and signature.
 - 2. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the Bonding Company; with correct contract dates, notary seal and signature.
 - 3. Power of Attorney: Closeout documents should be accompanied by an appropriate Power of Attorney; with notary seal and signature.
 - 4. Release of Liens and Certification that All Bills Have Been Paid: AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages; with notary seal and signature.
 - 5. Contractor's Affidavit of Payment of Debts and Claims: AIA Document G706, current edition, completed in full; with notary seal and signature.
 - 6. Affidavit Certifying Payment to All Subcontractors with notary seal and signature.
 - 7. Guarantee of Work: Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's Substantial Completion acceptance, except where specified for longer periods.
 - a. Provide a Guarantee from the General Contractor for the Project.
 - b. Provide a Guarantee from each Subcontractor for their scope of work.
 - c. Provide a comprehensive Warranties Reference List listing for each warranty the following information:
 - 1) Subcontractor name and contract information.
 - 2) Manufacturer name and contact information.
 - 3) Product description.
 - 4) Length of time for each warranty.
 - d. Provide the Warranties from each manufacturer.
 - e. Word the Guarantee as directed by the Professional and as acceptable to the Owner.
 - f. All guarantees and warranties shall be obtained in the Owner's name.

- g. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site that may be disturbed by fulfilling any such Guaranty.
- h. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.
- i. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

2.3 PROJECT RECORD DOCUMENTS

- A. Furnish all Project Record Documents as defined here-in.
- B. Submittals: Provide a copy of all approved submittals and shop drawings for the project. Submittals shall be organized by specification section. Shop drawings shall be labeled with the specification section, project name, Professional's project number and description of shop drawing. Provide a table of contents for the submittals and shop drawings. The electronic file copies shall have a separate file for each specification section.
- C. Operations and Maintenance Manuals: Provide Operations and Maintenance Manuals as required in Contract Documents.
- D. Owner Training Videos: Provide video copies of the owner training videos performed. Provide a separate file for each training session and for each type of system or equipment. Do not submit combined video files. The intent is for the Owner to easily reference the files to find the training video for each system and equipment separately. Clearly identify each file with system and equipment type using format defined in this specification section.
 - 1. Attendance Record: For each training module, submit a list of participants and length of instruction time.
- E. Attic Stock Inventory: Provide an inventory of attic stock and all transmittals signed by Owner. Organize inventory list by specification section. Clearly identify each material, type, color, etc.
- F. Certificates: Provide a copy of all equipment start-up certificates, system certificates, inspection reports, factory start-up reports.
- G. Change Orders: Provide a copy of all change orders for the project.
- H. Change Directives Provide a copy of all Change Directives for the project.
- I. Substantial Completion Documents: Provide a copy of the Substantial Completion Certificate and the referenced punch list(s).
- J. Additional Documents Specified Within the Project Manual: Provide all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.

PART 3 - EXECUTION

3.1 ORGANIZATION OF DOCUMENTS

- A. Prior to submission of final pay application, submit 2 hard copies and two electronic copy of each close out document.
- B. Close-out Document Table of Contents and Organization: Organize close-out documents and provide one complete Table of Contents that contains the following format. Organize hard bound sets into manageable three ring binders with clearly defined cover pages and table of contents for each. Organize hard and electronic files in the following format.
 - 1. Cover Page: list project title, Professional, Contractor, Professional's project number, substantial completion date.
 - 2. Substantial Completion Certification and Punch List.
 - 3. Application for Final Payment.
 - a. Consent of Surety.
 - b. Power of Attorney.
 - c. Release of Liens.
 - d. Contractor's Affidavit of Payment of Debts and Claims.
 - 4. Guaranty of Work.
 - a. Contractor's Guaranty.
 - b. Subcontractor's Guaranties.
 - c. Manufacturer's Guaranties.
 - d. Warranty Reference List.
 - 5. As-built Documents.
 - a. Table of Contents of all documents.
 - b. RFI and ASI as-built update log.
 - c. RFI and ASI plan change log.
 - 6. Submittals.
 - a. Table of Contents of submittals by specification section.
 - 7. Owner's and Operating Manuals.
 - a. Table of Contents of all manuals by Specification Section.
 - 8. Owner Training Videos.
 - a. Table of Contents of all owner training by Specification Section.
 - 9. Attic Stock Inventory.
 - a. Table of Contents of all attic stock transmitted to owner.
 - 10. Certifications.
 - a. Table of Contents of all certifications.

11. Test and Balance Report.
12. Copy of Contract with Owner.
13. Change Orders.
14. Change Directives.

C. Provide a separate labeled tab / file for each of the following:

1. Warranty.
2. Certificate.
3. Test Report.
4. RFI.
5. ASI.
6. Change Order.
7. Change Directive.
8. Submittal.
9. Owners & Operating Manual.

a. Specification Section.

1) Equipment.

10. As-built Drawing Section.

D. All the documents are to be submitted in 3 ring binders, with the ability to lock the rings closed, of the appropriate sizes and quantities. No binder will be over 4" thick. All binders will be the same color. Contact the Professional for the color of binders for each project.

E. Use binders with clear plastic covers over the front/back covers and the edge spline. Insert typed/printed labels on each cover and spline with the following:

1. Project name and numbers.
2. Nature of work (trade package definition).
3. Nature of documents (paragraph 2, above) and book number in the set.
4. Name and telephone number of Contractor.
5. Name and telephone number of Professional.

F. Save the electronic copies of all of the above items with each section of work in a separate file that is labeled according to the spec section associated with document.

G. The first inclusion in every book regardless of the balance of the documents is to be a complete project call list. Include Contractor and every subcontractor and vendor including mailing address, physical address, for the principal office and any branch office who worked on the project, phone and fax numbers for each office listed, primary and secondary contacts, e-mail, addresses, cell phone numbers, pager numbers and home telephone numbers for each contact.

H. Electronic Filing Format: Label each electronic file in the following manner. Review with Professionals prior to compiling the files to ensure that the desired format is being utilized.

1. General Files:

a. Project # _ Specification Section _ File Description

2. Warranty Files:

a. Project # _ Specification Section _ File Description

3. As-Built Files: Assign a SHT number for each As-built sheet starting with the cover page of the Contract Documents and ending with the last page on the Table of Contents of the Project Plans. The order of the electronic files should be in the same order as shown on the Table of Contents of the Project Plans.

- a. Project # _ SHT Assigned Number _ Sheet ID per Table of Contents

4. RFI Files:

- a. Project # _ RFI # _ RFI Description

5. Submittal Files:

- a. Project # _ Specification Section _ Submittal ID _ Submittal Name

3.2 CONTRACT CLOSEOUT DOCUMENT

END OF SECTION 017200

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Balancing HVAC Hydronic Piping Systems:
 - a. Flow testing and adjusting of hydronic systems.

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. BAS: Building automation systems.
- C. NEBB: National Environmental Balancing Bureau.
- D. TAB: Testing, adjusting, and balancing.
- E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.
- F. TDH: Total dynamic head.

1.4 SUBMITTALS

- A. See Section 230010 – Mechanical General Provisions.
- B. Submit product data, O&M data, and samples and show item on shop drawings (where shop drawings are required) according to the following table.
 - 1. “R” means required.
 - 2. “R2” means required only for products and equipment differing for the specified manufacturer and model and for “or equals” where specified.

Item	Product Data	O&M Manual	Samples	Shop Drawing
AABC or NEBB certification	R			
Report forms	R			
List of instrumentation	R			
Final hydronic water balancing report		R		

C. Final Test & Balance Report.

1. At least 15 days prior to Contractor's request for final inspection, submit electronic copy of final reports on approved reporting forms, and certifications for review and approval by Architect. Once approved, provide required quantity of paper and electronic copies per 230010 "Mechanical General Provisions."
2. Form of final reports.
 - a. Fully completed report forms for all systems specified to be tested and balanced including at a minimum all data specified herein to be recorded.
 - b. Each individual final reporting form must bear:
 - c. Identify instruments of all types that were used and last date of calibration of each.
 - d. Certifications.

1.5 QUALITY ASSURANCE

- A. TAB Specialists Qualifications: Certified by AABC or NEBB.
1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC or NEBB.
- B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- C. Prior to start of testing, adjusting, and balancing, verify that required Project conditions are met:
1. System and control system installation is complete and in full operation.
 2. All pre-functional tests have been performed.
 3. Equipment has been started and tested in accordance with manufacturer's installation instructions.
 4. Doors and windows are in place and closed or under normal traffic conditions.
 5. Proper mostly clean air filters are in place.
- D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- E. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

1.6 PROJECT REVIEW

- A. Construction Review.
1. Make on-site visits during progress of construction: Number and timing of visits to be as required to perform the functions specified below.
 2. Purpose of review.
 - a. Identify potential problem for performing total system balance.
 - b. Identify modifications that will affect air total system balance.
 - c. Schedule and coordinate total system balance with other work.
 - d. Identify conditions that could create hazardous environment for building occupants.
 3. Typical activities.

- a. Check that necessary balancing and measuring hardware is:
 - 1) In place.
 - 2) Located properly and accessibly.
 - 3) Installed correctly.
- b. Identify and evaluate variations from system design.
- c. Record data from equipment nameplates.
- d. Identify and report possible restrictions in systems, such as:
 - 1) Closed fire dampers.
 - 2) Long runs of flexible duct.
 - 3) Poorly designed duct fittings.
 - 4) Questionable piping connections.
 - 5) Others as may arise or based on Agency's experience.
- e. Verify that construction progress will not delay total and/or phased project system balance.
- f. Identify best location for duct Pitot tube traverses.
- g. Identify scaffolding and other access needs.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

- A. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified herein. If not otherwise noted, the following minimum requirements apply.
 - 1. Voltmeter: plus, or minus 1 percent scale.
 - 2. Ammeter: plus, or minus 1 percent scale.
 - 3. Ohmmeter: plus, or minus 0.1 percent scale for calibrating plus or minus 0.4 degrees Fahrenheit resistance temperature sensors, plus or minus 0.25 percent scale for calibrating plus or minus 1 degrees Fahrenheit temperature sensors, plus or minus 1 percent scale for measuring motor current.
 - 4. Ultrasonic time-of-travel strap-on flow sensor: plus, or minus 5 percent of reading.
 - 5. Other flow sensors: plus, or minus 2 percent of reading.
 - 6. Water pressure gauge: plus, or minus 1/2 percent scale, ASME Grade 2A.
 - 7. Watt meter, plus, or minus 1/2 percent scale: 3 phase split core current transducers.
 - 8. Temperature: plus, or minus 0.4 degrees Fahrenheit.
 - 9. Calibrated balance valve manufacturer's test kit and required instrumentation.
- B. All equipment shall be calibrated within 6 months of use, or according to the manufacturer's recommended interval, whichever is shorter, and when dropped or damaged. Calibration tags shall be affixed or certificates readily available and proof of calibration shall be included reports.

PART 3 - EXECUTION

3.1 GENERAL

- A. Coordinate with work of other trades.

- B. Report to Professional any discrepancies or items not installed in accordance with the Contract Drawings pertaining to proper balance and operation of air and water distribution systems.
- C. Perform testing, adjusting, and balancing in accordance with AABC or NEBB standards.
- D. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to Section 230713 "Duct Insulation" and Section 230719 "Piping and Equipment Insulation."
- E. Mark equipment settings with paint or other suitable, permanent identification material, including damper control positions, valve indicators, and similar controls and devices, to show final settings.

3.2 CONTROL SYSTEM COORDINATION

- A. See Section 230900 "Energy Management & Control Systems (EMCS)."
- B. System balance techniques in this Section rely on the operation of the EMCS. Test and balance agency shall coordinate schedule of work with EMCS installer to ensure test and balance work can be executed and completed in a timely manner.
- C. Cooperate with EMCS installer in determining operating conditions and setpoints, as indicated in this Section.
- D. Obtain and receive training for required software from controls system vendor for setting calibration constants in terminal devices.

3.3 HYDRONIC WATER SYSTEMS BALANCING

- A. Prepare water systems for balancing in following manner.
 - 1. Verify the following conditions:
 - a. Piping systems have been flushed and treated in accordance with Section 232113 "Hydronic Piping."
 - b. Strainers have been cleaned.
 - c. Piping systems are completely full of water, all air properly vented.
 - d. All coil and heat exchanger isolation shut-off and balance valves are fully open.
 - 2. Check Pump.
 - a. Rotation.
 - b. Pump factory impeller trimming by comparing shut-off heads with pump curves from approved submittals.
 - 1) Note that impellers on variable speed pumps should not be trimmed to design flow and head conditions. See 232123 "Hydronic Pumps."
 - 2) Report discrepancy in shut-off head to Architect and if impeller does not appear to be properly trimmed, wait for direction before proceeding with pump test and balance.

3. EMCS and Central Plant Operability.
 - a. Do not proceed with any of the following balancing procedures until the EMCS is capable of operating equipment such as fans, pumps, VAV boxes, control valves, and the like, in manual and automatic modes and capable of reading sensors such as differential pressure, flow rates, temperatures, and the like, of air and hydronic systems to be tested and adjusted.
 - b. Do not proceed with air handler and fan-coil testing until chilled and hot water at design temperatures are available from the central plant.

B. Pumps.

1. Test and report for each pump at test conditions indicated in Paragraphs below.
 - a. Tag.
 - b. Manufacturer and model of pump and motor.
 - c. Motor horsepower, volts, phase, full load amps.
 - d. Pump shut-off head from curves, measured shut-off head, and resulting impeller diameter from pump curve.
 - e. At test condition specified.
 - 1) Volts and amps.
 - 2) Calculated brake horsepower.
 - 3) Entering and leaving gauge pressure and difference in feet.
 - 4) Flow rate deduced from pump curve.
 - 5) For pump with VFD:
 - a) Speed (Hz).
 - b) Kilowatts.

C. Chilled Water Distribution System.

1. Variable Speed Drive Setpoint Determination.
 - a. For systems with VFD, determine maximum differential pressure setpoint (DPmax) in conjunction with the EMCS installer as follows:
 - 1) Fully open all control valves serving coils that are located downstream of the differential pressure sensor.
 - 2) Fully close all control valves serving coils that are located upstream of the differential pressure sensor.
 - 3) Start pump(s). Manually adjust speed slowly until design flow (or design pressure drop, for coils without calibrated balance valves) is just achieved through all open coils without modulating any balance valves. One coil should be just at design flow, while others should be at or above design flow.
 - 4) Once flow condition in previous step is achieved, note the EMCS system differential pressure reading at the differential pressure sensor. This reading becomes the differential pressure setpoint. Using pressure taps at differential pressure sensor and handheld digital pressure sensor, verify accuracy of EMCS reading.
 - 5) If there are multiple differential pressure sensors, repeat steps above for each sensor.
 - b. Convey to the EMCS installer.

- 1) Differential pressure setpoint.
 - 2) Any discrepancy between EMCS differential pressure reading and handheld measurement.
- c. Report at condition described above.
- 1) Differential pressure setpoint and concurrent reading of handheld measurement. Initials of EMCS contractor to indicate that the information was transmitted to them.
 - 2) Tag of coils downstream of differential pressure sensor, along with the following for each:
 - a) Design flow rate and pressure drop.
 - b) Tested flow rate and pressure drop with differential pressure at setpoint determined above.
 - 3) Water flow rate through flow meter (where applicable), through EMCS.
 - 4) See Pump test data above for pump data.
2. Control Valve Shut-Off Test.
- a. Close all control valves in the system through the EMCS. Close bypass balance valves of 3-way valves (where applicable). Run all pumps (except stand-by pump, if any) at full speed:
- 1) Verify that all control valves remain shut with no measurable flow, as indicated by pump differential pressure, flow meters, and any temperature rise across coils.
 - 2) Do not run pumps deadheaded for more than 5-minutes at any one time.
 - 3) After test, return 3-way valve balance valves to prior position and release control valves to automatic operation through the EMCS.
- b. Report at condition described above.
- 1) Tag of coils where flow is detected. Initials of EMCS contractor to indicate that this information was transmitted to them.
 - 2) Measured pump inlet and outlet pressures, and difference converted to feet.
 - 3) Differential pressure reading at all differential pressure sensors, through EMCS.
 - 4) Water flow rate from flow meter, through EMCS.
- D. Bypass Balancing at 3-Way Valves as required.
1. At all 3-way valves serving coils with a design coil pressure drop exceeding 2 feet, adjust balance valve in bypass leg as required to make pressure drop across the coil-valve assembly when valve is in full-bypass position equal to that when control valve is in through-coil position.
 2. Report.
 - a. Differential pressure across coil-valve assembly when control valve is in full-bypass position.
 - b. Differential pressure across coil-valve assembly when control valve is in through-coil position.
 - c. Position of bypass valve (% open).

E. Balancing Main Bypass Valves

1. Coordinate and test operation of hydronic system piping main bypass control valves to maintain 10% excess on minimum flow required of equipment served.

3.4 ADDITIONAL COST

- A. Pumps: Do not trim pump impellers. Adjust flow with pump speed via VFD.

3.5 SPOT CHECKING

- A. Spot checks shall take place after test and balance work is complete and reports have been prepared and approved.
- B. Spot checks shall be witnessed by the Architect. Schedule spot checks with Architect at least 1 week prior to proposed test date.
- C. Architect shall select subsets of any tested and balanced air or hydronic system to be spot-checked on the day of tests without prior notice to the Contractor.
1. Spot-checking will not require more than one working day.
 2. If additional spot checks are requested by the Architect causing the time limit above to be exceeded, inform Architect, and indicate added price to perform the additional tests. Do not include additional tests in initial bid.
- D. Discrepancies.
1. If any of the spot-check measurements differ more than 25 percent from those documented in test and balance reports, the Agency shall completely rebalance the associated system. For balance discrepancies at or downstream of a VAV box, rebalance only is required at or downstream of that box.
 2. If discrepancies as described above are found on more than 25 percent of the spot-checks for air systems, all air systems shall be rebalanced.
 3. If discrepancies as described above are found on more than 25 percent of the spot-checks for hydronic systems, all hydronic systems shall be rebalanced.
 4. Rebalance work shall be witnessed by the Architect at the option of the Architect.
 5. All rebalance work shall be documented, and documentation shall be resubmitted as specified above.
 6. All rebalance work shall be provided at no additional cost to the Owner.

3.6 TRAINING OWNER PERSONNEL

- A. Go over the final Testing, Adjusting and Balancing Report, explaining the layout and the meanings of each data type.
- B. Discuss any outstanding deficient items in control, ducting, piping, or design that may affect the delivery of air or water.
- C. Identify and discuss any systems or system components that are not meeting their design capacities.

- D. Discuss any temporary settings and steps to finalize them for any areas that are not finished or fully occupied.
- E. Any other appropriate points that may be helpful for facilities operations, relative to testing, adjusting, and balancing of the mechanical systems.

END OF SECTION 230593

SECTION 230900 - ENERGY MANAGEMENT AND CONTROL SYSTEM - GENERAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 ALLOWANCE FOR PURCHASE OF THE ENERGY MANAGEMENT AND CONTROL SYSTEM

- A. An allowance for inclusion in the Contract Sum has been specified in Division One Supplement, Section 018000, "Part 2 – Allowance Supplement" for purchase of the EMCS.
- B. A Request for Proposals (RFP) will be issued by the successful General Contractor to receive bids for the Energy Management and Control System (EMCS) contractor selection. The RFP shall be distributed to the approved EMCS contractors referenced herein and sealed proposals received by the Architect. The Architect will make an EMCS contractor recommendation to the Owner based upon proposals received.

1.3 SUMMARY

- A. Contractor shall furnish and install a direct digital control and Energy Management and Control System (EMCS).
- B. The systems to be controlled under work of this Section include but are not limited to the following:
 - 1. HVAC Systems

1.4 RELATED WORK AND REQUIREMENTS

- A. Coordination with other Divisions. The table in specification 230010 paragraph 1.2-B shall be used to determine scope of work between Division 23 and other Divisions including Divisions 23 and 26. All work not specified to be a part of the EMCS scope of work shall be provided by General Contractor and associated subcontractors for each building and the infrastructure.
- B. Testing and Commissioning.
 - 1. Section 230593 Testing, Adjusting and Balancing for HVAC
- C. Communications.
 - 1. Connection to Owner's IT WAN/LAN and terminations to wall jack shall be by Division 23C Contractor. Coordinate connection location of IT WAN/LAN and terminations with Division 26. This connection shall also provide access to Internet through Owner's firewall to Internet Services Provider procured by Owner.

2. Network IT WAN/LAN drop at required EMCS location(s) specified under Division 26. It shall be the responsibility of the Division 23C contractor to communicate required IT WAN/LAN drop location(s) with Division 26.

D. Integration with Existing System

1. Include all services required to integrate this building into existing EMCS for a fully operational system.
2. Procedure.
 - a. Provide all controls work as indicated on drawings and in specifications.
 - b. Develop all building level control system databases and control programming using existing standards and standard programming.
 - c. Install building databases and control programming on a temporary portable operator's terminal provided by the Contractor. The POT shall be used for start-up, testing, and commissioning. The POT shall remain the property of the Contractor after final completion of the project.
 - d. Once the building EMCS has been fully commissioned and accepted by the Owner, merge database and programming with those existing on the existing Operator Workstation and/or servers. Confirm that the merge was successful by sample testing points and sequences and approve final installation in writing.
 - e. Integrate graphic screens into the existing EMCS graphics including adding appropriate hyperlinks so that the system operates as one integrated system.
 - f. Provide high level password for Owner operator access to the system only at this point; Owner will not have access to the system prior to system acceptance and integrations.

1.5 REFERENCE STANDARDS

- A. Nothing in Contract Documents shall be construed to permit Work not conforming to applicable laws, ordinances, rules, and regulations. When Contract Documents differ from requirements of applicable laws, ordinances, rules and regulations, EMCS contractor shall comply with documents establishing the more stringent requirement.
- B. The latest published or effective editions, including approved addenda or amendments, of the following codes and standard shall apply to the EMCS design and installation as applicable.
- C. State and Local Codes:
 1. Local City and County Codes.
- D. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).
 1. ASHRAE 135: BACnet - A Data Communication Protocol for Building Automation and Control Networks.
- E. Electronics Industries Alliance.
 1. EIA-232: Interface Between Data Terminal Equipment and Data Circuit-Terminating Equipment Employing Serial Binary Data Interchange.
 2. EIA-458: Standard Optical Fiber Material Classes and Preferred Sizes.
 3. EIA-485: Standard for Electrical Characteristics of Generator and Receivers for use in Balanced Digital Multipoint Systems.
 4. EIA-472: General and Sectional Specifications for Fiber Optic Cable.

5. EIA-475: Generic and Sectional Specifications for Fiber Optic Connectors and all Sectional Specifications.
 6. EIA-573: Generic and Sectional Specifications for Field Portable Polishing Device for Preparation Optical Fiber and all Sectional Specifications.
 7. EIA-590: Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant and all Sectional Specifications.
- F. Underwriters Laboratories.
1. UL 916: Energy Management Systems.
- G. NEMA Compliance.
1. NEMA 250: Enclosure for Electrical Equipment.
 2. NEMA ICS 1: General Standards for Industrial Controls.
- H. NFPA Compliance.
1. NFPA 90A "Standard for the Installation of Air Conditioning and Ventilating Systems" where applicable to controls and control sequences.
- I. Institute of Electrical and Electronics Engineers (IEEE).
1. IEEE 142: Recommended Practice for Grounding of Industrial and Commercial Power Systems.
 2. IEEE 802.3: CSMA/CD (Ethernet – Based) LAN.
 3. IEEE 802.4: Token Bus Working Group (ARCNET – Based) LAN.

1.6 DEFINITIONS

A. Acronyms

AAC	Advanced Application Controller
AH	Air Handler
AHU	Air Handling Unit
AI	Analog Input
ANSI	American National Standards Institute
AO	Analog Output
APDU	Application Protocol Data Unit
ASC	Application Specific Controllers
ASCII	American Standard Code for Information Inter-change
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers.
ASME	American Society of Mechanical Engineers.
ASTM	American Society for Testing and Materials.
A-to-D	Analog-to-Digital
BACnet	Data Communications Protocol for Building Automation and Control Systems
BC	Building Controller
BIBB	BACnet Interoperability Building Blocks
BMA	BACnet Manufacturers Association \
CAD	Computer Aided Drafting

CHW	Chilled Water
CHWR	Chilled Water Return
CHWS	Chilled Water Supply
COV	Change of Value
CSS	Control Systems Server
CU	Controller or Control Unit
CV	Constant Volume
CW	Condenser Water
CWR	Condenser Water Return
CWS	Condenser Water Supply
DCS	Digital Control Stations
DBMS	Database Management System
DDC	Direct Digital Control
DHW	Domestic Hot Water
DI	Digital Input
DO	Digital Output
D-to-A	Digital-to-Analog
EMCS	Energy Management and Control System
EMT	Electrical Metallic Tubing
EP	Electro-Pneumatic
ETL	Edison Testing Laboratories.
GUI	Graphical User Interface
HOA	Hand-Off-Automatic
HVAC	Heating, Ventilating and Air-Conditioning'
HTTP	Hyper-Text Transfer Protocol
I/O	Input/output
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
LAN	Local Area Network
LANID	LAN Interface Device
LCP	Lighting Control Panel
MAC	Medium Access Control
MHz	Megahertz
MS/TP	Master-Slave/Token-Passing
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association.
NIST	National Institute of Standards and Technology
ODBC	Open Database Connectivity
OI	Operator Interface
OWS	Operator Workstation
P	Proportional
PC	Personal Computer
PI	Proportional-Integral
PICS	Protocol Implementation Conformance Statement
PID	Proportional-Integral-Derivative
POT	Portable Operators Terminal
PTP	Point-to-Point
RAM	Random Access Memory
SOO	Sequence of Operation
SQL	Standardized Query Language
SSL	Secure Socket Layers
TAB	Test, Adjust, and Balance

TDR	Time Delay Relay
THS	Trend Historian Server
UL	Underwriters' Laboratories, Inc.
XML	Extensible Markup Language

B. Terms

Term	Definition
Accessible	Locations that can be reached with no more than a ladder to assist access and without having to remove permanent partitions or materials. Examples include inside mechanical rooms, mechanical equipment enclosures, instrument panels, and above suspended ceilings with removable tiles.
Advanced Application Controller	A device with limited resources relative to the Building Controller. It may support a level of programming and may also be intended for application specific applications.
Application Protocol Data Unit	A unit of data specified in an application protocol and consisting of application protocol control information and possible application user data (ISO 9545).
Application Specific Controller	A device with limited resources relative to the Advanced Application Controller. It may support a level of programming and may also be intended for application-specific applications. .
BACnet Interoperability Building Blocks	A BIBB defines a small portion of BACnet functionality that is needed to perform a particular task. BIBBs are combined to build the BACnet functional requirements for a device in a specification.
BACnet/BACnet Standard	BACnet communication requirements as defined by the latest version of ASHRAE/ANSI 135 and approved addenda.
Building Controller	A fully programmable device capable of carrying out a number of tasks including control and monitoring via direct digital control of specific systems, acting as a communications router between the LAN backbone and sub-LANs, and data storage for trend information, time schedules, and alarm data.
Change of Value	An event that occurs when a digital point changes value or an analog value changes by a predefined amount
Client	A device that is the requestor of services from a server. A client device makes requests of and receives responses from a server device.
Concealed	Embedded in masonry or other construction, installed in furred spaces, within double partitions or hung ceilings, in trenches, in crawl spaces, or in enclosures.
Continuous Monitoring	A sampling and recording of a variable based on time or change of state (e.g., trending an analog value, monitoring a binary change of state).
Contract Documents	Specifications, drawings, and other materials provided with request for bids.
Contractor, EMCS Contractor, or Division 23C Contractor	The Contractor retained by Owner to execute the work defined in Division 23C and associated design documents
Control Systems Server	A computer (or computers) that maintains the systems configuration and programming database.
Controller or Control Unit	Intelligent stand-alone control panel. Controller is a generic reference and shall include BCs, AACs, and ASCs as appropriate.

Digital Control Stations	One or more EMCS control panels
Direct Digital Control	Microprocessor-based control including Analog/Digital conversion and program logic
Energy Management and Control System	The entire integrated management and control system
Equal	Approximately equal in material types, weight, size, design, quality, and efficiency of specified product.
Exposed	Not installed underground or concealed.
Extensible Markup Language	A specification developed by the World Wide Web Consortium. XML is a pared-down version of SGML, designed especially for Web documents. It allows designers to create their own customized tags, enabling the definition, transmission, validation, and interpretation of data between applications and between organizations.
Functional Profile	A collection of variables required to define the key parameters for a standard application. As this applies to the HVAC industry, this would include applications like VAV terminal, fan coil units, and the like.
Gateway	Bi-directional protocol translator connecting control systems that use different communication protocols
Handheld Device	Manufacturer's microprocessor-based device for direct connection to a Controller.
Inaccessible	Locations that do not meet the definition of accessible. Examples include inside furred walls, pipe chases and shafts, or above ceilings without removable tiles.
Indicated, shown, or noted	As indicated, shown, or noted on drawings or specifications.
Install	To erect, mount and connect complete with related accessories.
Instrumentation	Gauges, thermometers, and other devices mounted in ductwork or piping that are not a part of the automatic temperature control system
IT LAN	Reference to the facility's Information Technology network, used for normal business-related e-mail and Internet communication.
LAN Interface Device	Device or function used to facilitate communication and sharing of data throughout the EMCS
Local Area Network	General term for a network segment within the architecture.
Supervisory LAN	Ethernet-based LAN connecting Primary Controller LANs with each other and OWSs, CSS, and THS. See System Architecture below.
Master-Slave/Token Passing	Data link protocol as defined by the BACnet standard.
Motor Controllers	Manual or magnetic starters (with or without switches), individual pushbuttons or hand-off-automatic (HOA) switches controlling the operation of motors.
Open Database Connectivity	An open standard application-programming interface for accessing a database developed. ODBC compliant systems make it possible to access any data from any application, regardless of which database management system is handling the data.
Operator Interface	A device used by the operator to manage the EMCS including OWSs, POTs, and HHDs.
Operator Workstation	The user's interface with the EMCS system. As the EMCS network devices are stand-alone, the OWS is not required for communications to occur.
Piping	Pipe, tube, fittings, flanges, valves, controls, strainers, hangers, supports, unions, traps, drains, insulation, and related items.
Points	All physical I/O points, virtual points, and all application program

	parameters.
Point-to-Point	Serial communication as defined in the BACnet standard.
Portable Operators Terminal	Laptop PC used both for direct connection to a controller and for remote dial up connection.
Primary Controlling LAN	High speed, peer-to-peer controller LAN connecting BCs and optionally AACs and ASCs. Refer to System Architecture below.
Protocol Implementation Conformance Statement	A written document, created by the manufacturer of a device, which identifies the particular options specified by BACnet that are implemented in the device (ASHRAE/ANSI 135).
Provide	To supply, install and connect up complete and ready safe and regular operation of particular work referred to unless specifically noted.
Reviewed, approved, or directed	As reviewed, approved, or directed by the Owner.
Router	A device that connects two or more networks at the network layer.
Secondary Controlling LAN	LAN connecting AACs and ASCs. Generally lower speed and less reliable than the Primary Controlling LAN. Refer to System Architecture below.
Server	A device that is a provider of services to a client. A client device makes requests of and receives responses from a server device.
Smart Device	A control I/O device such as a sensor or actuator that can directly communicate with the controller network to which it is connected. This differs from an ASC in that it typically deals only with one variable.
Standardized Query Language	A standardized means for requesting information from a database.
Supply	To purchase, procure, acquire and deliver complete with related accessories.
Trend Historian Server	A computer (or computers) that maintains the database of recorded trend logs.
Owner	Owner, University, Institution and/or its designated representatives.
Wiring	Raceway, fittings, wire, boxes, and related items.
Work	Labor, materials, equipment, apparatus, controls, accessories, and other items required for proper and complete installation.

1.7 QUALITY ASSURANCE

A. Materials and Equipment

1. Manufacturer's Qualifications: See PART 2 for approved manufacturer.
2. Product Line Demonstrated History: The direct digital control equipment product line being proposed for the project must have an installed history of demonstrated satisfactory operation for a length of one year since date of final completion in at least 10 installations of comparative size and complexity.
3. All products used in this project installation shall be new, currently under manufacture, and shall have been available from the manufacturer for a minimum of 6 months prior to date of proposal and previously installed and proven effective in installations of similar nature, not including test sites. This installation shall not be used as a test site for any new products unless explicitly approved by the Owner in writing. Spare parts shall be available for at least five years after completion of this contract.

4. All BACnet devices must either be certified as compliant with BACnet through the BACnet Manufacturers Association or the vendor must supply proof of having submitted the device for testing by BMA.
5. The EMCS and components shall be listed by Underwriters Laboratories UL 916 as an Energy Management System.

B. Installer

1. EMCS Contractor's Project Manager Qualifications: Individual shall specialize in and be experienced with direct digital control system installation for not less than 3 years. Project Manager shall have experience with the installation of the proposed direct digital control equipment product line for not less than 2 projects of similar size and complexity. Project Manager must have proof of having successfully completed the most advanced training offered by the manufacturer of the proposed product line.
2. EMCS Contractor's Programmer Qualifications: Individual(s) shall specialize in and be experienced with direct digital control system programming for not less than 3 years and with the proposed direct digital control equipment product line for not less than 1.5 years. Programmers must show proof of having successfully completed the most advanced programming training offered by the vendor of the programming application on the proposed product line.
3. EMCS Contractor's Service Qualifications: The installer must be experienced in control system operation, maintenance, and service. EMS Contractor must document a minimum 5-year history of servicing installations of similar size and complexity. Installer must also document at least a 1-year history of servicing the proposed product line.
4. Installer's Response Time and Proximity.
 - a. Installer must maintain a fully capable service facility within Mississippi. Service facility shall manage the emergency service dispatches and maintain the inventory of spare parts.
 - b. Installer must demonstrate the ability to meet the emergency response times listed in herein.
5. Electrical installation shall be by manufacturer-trained electricians.
 - a. Exception: Roughing in wiring/conduit and mounting panels may be subcontracted to any licensed electrician.

1.8 SUBMITTALS

- A. No work may begin on any segment of this project until the related submittals have been reviewed for conformity with the design intent and the Contractor has responded to all comments to the satisfaction of the Architect.
- B. Submit drawings, product data, samples and certificates of compliance required as hereinafter specified. See also Division 1 Shop Drawings, Product Data and Samples. Conditions in this Section take precedence over conditions in above referenced Section.
- C. Submittal Schedule: Submittal schedule shall be as follows unless otherwise directed by the Owner:
 1. Allow 10 working days for approval unless Architect agrees to accelerated schedule.
 2. Submittal Package 1 (Hardware and Shop Drawings) shall be submitted in accordance with schedule established by the Owner in bid documents.

3. Submittal Package 2 (Programming and Graphics) and shall be submitted no less than 30 days before software is to be installed in field devices.
4. Submittal Package 3 (Functional Testing) shall be submitted no less than 30 days prior to conducting tests.
5. Submittal Package 4 (Training Materials) shall be submitted no less than 14 days prior to conducting first training class.
6. Submittal Package 5 (Post-Construction Trend Logs) shall be submitted after demonstration tests are accepted and systems are in full automatic operation. The list of points to be trended shall be submitted for approval 14 days prior to the start of the trend collection period.
7. Submittal Package 6 (End-of-Warranty Trend Logs) shall be submitted 30 days prior to the end of the warranty period.

D. Submission and Resubmission Procedure:

1. Each submittal shall have a unique serial number that includes the associated specification section followed by a number for each sub-part of the submitted for that specification section, such as SUBMITTAL 230900-01.
2. Each resubmittal shall have the original unique serial number plus unique revision number such as SUBMITTAL 230900-01 REVISION 1.
3. Submit one copy of submittal in electronic format specified under each submittal package below. Submissions made in the wrong format will be returned without action.
4. Submit two (2) and only two hardcopies copies of submittals to Architect for review. Any additional copies will be returned without review.
5. Architect will return one copy with comments and corrections noted where required.
6. Make corrections:
 - a. Revise initial drawings or data.
 - b. Indicate any changes that have been made other than those requested.
 - c. Clearly identify resubmittal by original submittal number and revision number.
7. Resubmit two (2) and only two copies of revised submittals to Architect for review until no exceptions are taken.
8. Once submittals are accepted and stamped with no exceptions taken, Contactor shall make photocopies for coordination with other trades, as required by the General Contractor. Photocopies will serve as submittal for record and coordination.

E. Submittals Packages

1. Submittal Package 1 (Hardware and Shop Drawings).
 - a. Provide Installer and Key personnel qualifications as specified.
 - b. Hardware
 - 1) Organize by specification section and device tags as tagged in these specifications.
 - 2) Do not submit products that are not used even if included in specifications.
 - 3) Include a summary table of contents listing for every submitted device:
 - a) Tab of submittal file/binder where submittal is located.
 - b) Device tag as tagged in these specifications (such as TS-1A, FM-1).
 - c) Specification section number (down to the lowest applicable heading number).
 - d) Whether device is per specifications and a listed product or a substitution.

- e) Manufacturer.
 - f) Model Number.
 - g) Device accuracy (where applicable).
 - h) Accuracy as installed including wiring and A/D conversion effects (where applicable).
- 4) Submittal shall include manufacturer's description and technical data, such as performance data, product specification sheets, and installation instructions for all control devices and software.
 - 5) When manufacturer's cut-sheets apply to a product series rather than a specific product, the data specifically applicable to the project shall be highlighted or clearly indicated by other means. Each submitted piece of literature and drawings shall clearly reference the specification and/or drawing that the submittal is to cover. General catalogs shall not be accepted as cut sheets to fulfill submittal requirements.
 - 6) A BACnet_ Protocol Implementation Conformance Statement (PICS) for each type of controller and operator interface shall be included submittals.
 - 7) Format: Electronic word-searchable format.
- c. Shop Drawings
- 1) Format
 - a) Sheets shall be consecutively numbered.
 - b) Each sheet shall have a title indicating the type of information included and the mechanical/electrical system controlled.
 - c) Table of Contents listing sheet titles and sheet numbers.
 - d) Legend and list of abbreviations.
 - e) Schematics: (AutoCAD compatible format, 17-inch x 11-inch.)
 - f) Floor plans: None required.
 - 2) System architecture one-line diagram indicating schematic location of all control units, workstations, LAN interface devices, gateways, etc. Indicate address and type for each control unit. Indicate media, protocol, baud rate, and type of each LAN.
 - 3) Schematic flow diagram of each air and water system showing fans, coils, dampers, valves, pumps, heat exchange equipment and control devices. The schematics provided with bid package shall be the basis on the EMCS Contractor's schematics with respect to control points, but EMCS Contractor may use alternative graphics format.
 - 4) All physical points on the schematic flow diagram shall be indicated with names, descriptors, and point addresses identified as listed in the point summary table.
 - 5) With each schematic, provide a point summary table listing building number and abbreviation, system type, equipment type, full point name, point description, Ethernet backbone network number, network number, device ID, object ID (object type, instance number). See Section 230926 - Part 3 for additional requirements.
 - 6) Label each control device with setting or adjustable range of control.
 - 7) Label each input and output with the appropriate range.
 - 8) Device table (Bill of Materials). With each schematic, provide a table of all materials and equipment including:
 - a) Device tag as indicated in the schematic and actual field labeling (use tag as indicated in these specifications where applicable and practical.)

- b) Device tag as indicated in these specifications where applicable and if it differs from schematic device tag.
 - c) Description.
 - d) Proposed manufacturer and model number.
 - e) Range.
- 9) With each schematic or on separate valve sheet, provide valve and actuator information including size, C_v , design flow, target pressure drop, actual design pressure drop, manufacturer, model number, close off rating, etc. Indicate normal positions of spring return valves and dampers.
 - 10) Indicate all required electrical wiring. Electrical wiring diagrams shall include both ladder logic type diagram for motor starter, control, and safety circuits and detailed digital interface panel point termination diagrams with all wire numbers and terminal block numbers identified. Provide panel termination drawings on separate drawings. Ladder diagrams shall appear on system schematic. Clearly differentiate between portions of wiring that are factory-installed and portions to be field-installed.
 - 11) Details of control panels, including controls, instruments, and labeling shown in plan or elevation indicating the installed locations.
- d. Do not include sequence of controls on shop drawings or equipment submittals; they are included in Submittal Package 2.
 - e. Submit along with shop drawings but under separate cover memory allocation projections and calculated and guaranteed response times of the most heavily loaded LAN in the system.

2. Submittal Package 2 (Programming and Graphics).

- a. A detailed description of point naming convention conforming to Section 230926 to be used for all software and hardware points, integrated with existing database convention.
- b. A list of all hardware and software points identifying their text names, device addresses and descriptions.
- c. Control Logic Documentation:
 - 1) Submit control logic program listings (graphical programming) consistent with specified English-language Sequences of Operation for all control units.
 - 2) Control logic shall be annotated to describe how it accomplishes the sequence of operation. Annotations shall be sufficient to allow an operator to relate each program component (block or line) to corresponding portions of the specified Sequence of Operation.
 - 3) Include specified English-language Sequences of Operation of each control sequence updated to reflect any suggested changes made by the Contractor to clarify or improve the sequences. Changes shall be clearly marked. SOO shall be fully consistent with the graphical programming. (An electronic version of the sequences of controls on drawings will be provided to the Contractor upon request.)
 - 4) Include control settings, setpoints, throttling ranges, reset schedules, adjustable parameters, and limits.
 - 5) Submit one complete set of programming and operating manuals for all digital controllers concurrently with control logic documentation. This set will count toward the required number of Operation and Maintenance materials specified below.
- d. Graphic screens of all required graphics, provided in final colors, one 11" x 8.5" page per screen.

- e. Format:
 - 1) Points list: Word-searchable format.
 - 2) Programming: Native electronic file if interpreter is available, otherwise provide pdf files of screen shots.
 - 3) Graphics: Graphical electronic format (pdf, png, etc.).
- 3. Submittal Package 3 (Functional Testing).
 - a. Provide pre-functional test forms as required by Section 230933.
 - b. Provide functional test forms as required by Section 230933.
 - c. Format: Word-searchable format.
- 4. Submittal Package 4 (Training Materials).
 - a. Provide training materials as required by Section 230933.
 - b. Format: Word-searchable format.
- 5. Submittal Package 5 and 6 (Trend Logs).
 - a. Provide a list of points being trended along with trend interval or change-of-value per drawings.
 - b. Provide trend logs as required by drawings.
 - c. Format: See Section 230926.

1.9 COMPLETION REQUIREMENTS

A. Procedure.

- 1. Until the documents required in this section are submitted and approved, the system will not be considered "accepted" and final payment to EMCS Contractor will not be made.
- 2. Before requesting acceptance of work, submit one set of completion documents for review and approval of Owner.
- 3. After review, furnish quantity of sets indicated below to Owner.

B. Completion Documents.

- 1. Operation and Maintenance (O & M) Manuals. Provide in both paper and electronic format per paragraph 1.8C.
 - a. Include all submittals (product data, shop drawings, control logic documentation, hardware manuals, software manuals, installation guides or manuals, maintenance instructions and spare parts lists) in maintenance manual; in accordance with requirements of Division 1.
 - b. As-built versions of the submittal product data. Submittal data shall be located in tabs along with associated maintenance information.
 - c. Engineering, Installation, and Maintenance Manual(s) that explain how to design and install new points, panels, and other hardware; preventive maintenance and calibration procedures; how to debug hardware problems; and how to repair or replace hardware.
 - d. Complete original issue documentation, installation, and maintenance information for all third-party hardware and software provided, including computer equipment and sensors.
 - e. A list of recommended spare parts with part numbers and suppliers.

- f. Operators Manual with procedures for operating the control systems, including logging on/off, alarm handling, producing point reports, trending data, overriding computer control, and changing set points and other variables.
 - g. Programming Manuals with a description of the programming language, control block descriptions (including algorithms and calculations used), point database creation and modification, program creation and modification, and use of the programming editor.
 - h. Recommended preventive maintenance procedures for all system components, including a schedule of tasks (inspection, cleaning, calibration, etc.), time between tasks, and task descriptions.
 - i. A listing and documentation of all custom software for the project created using the programming language, including the set points, tuning parameters, and point and object database.
 - j. English language control sequences updated to reflect final programming installed in the EMCS at the time of system acceptance.
2. Complete original issue USB drive/CDs for all software provided, including operating systems, programming language, operator workstation software, and graphics software.
 3. Project Record Drawings.
 - a. "As-built" versions of the submittal drawings in reproducible paper and electronic format per paragraph 1.8C.
 - b. Provide as-built network architecture drawings showing all BACnet nodes including a description field with specific controller/device identification, description, and location information.
 - c. Record floor plans with controller locations with all interconnecting wiring routing including space sensors, LAN wiring, power wiring, low voltage power wiring. Indicate device instance, address and drawing reference number.
 4. Commissioning Reports. Completed versions of all Pre-functional, Functional, and Demonstration Commissioning Test reports, calibration logs, etc., per Section 230933.
 5. Copy of inspection certificates provided by the local code authorities.
 6. Written guarantee and warranty documents for all equipment and systems, including the start and end date for each.
 7. Training materials as required by Section 230933.
 8. Contact information. Names, addresses, and 24-hour telephone numbers of contractors installing equipment, and the control systems and service representatives of each.

C. Format of Completion Documents.

1. Provide the type and quantity of media listed in table below.
2. Documents such as manuals and control sequences shall be in word-searchable electronic format such as MS Word, Adobe Acrobat (pdf), and HTML and broken into separate files for each type of equipment. Record drawings shall be in original format per paragraph 1.06F.
3. Optical media shall be readable on Operator Workstations.

	Document	Paper (binder or bound)	Electronic	
			Read only optical disk	Loaded onto OWSs and POTs
1.	O&M Manual	5	1	1
2.	Original issue software	–	1 per workstation	1
3.	Project Record Drawings	5	1	1

	Document	Paper (binder or bound)	Electronic	
			Read only optical disk	Loaded onto OWSs and POTs
4.	Control sequences	1	1	1
5.	Commissioning Reports	5	–	–
6.	Inspection Certificates	1	–	–
7.	Warranty documents	1	–	–
8.	Training materials	1 per trainee	–	–
9.	Contact information	1	–	1

D. Permanent On-site Documentation.

1. In panels, provide point list of all points in panel in sufficiently permanent manner that list cannot be easily removed (and lost).
2. Mount half size drawings of primary system schematics and network architecture in glass covered frame. The number of drawings will depend on the complexity of the system; compressed or abridged versions of shop drawings are acceptable provided all control points are shown. Mount the drawings in space available in mechanical rooms. Drawings may be mounted in different locations, e.g., air handler schematic may be in fan room, chiller schematic in chiller room, etc.

1.10 SYSTEM ARCHITECTURE

A. General.

1. The system provided shall incorporate hardware resources sufficient to meet the functional requirements of these Specifications. The Contractor shall include all items not specifically itemized in these Specifications that are necessary to implement, maintain, and operate the system in compliance with the functional intent of these Specifications.
2. The control system shall consist of a high-speed, peer-to-peer network of DDC controllers, a control system server, and an operator workstation capable of expansion as specified herein.
3. System software shall be based on a server/thin-client architecture, designed around the open standards of web technology. The control system server shall be accessed using a Web browser over the control system network, the Owner's local area network, and remotely over the Internet (through the Owner's LAN).
4. The intent of the thin-client architecture is to provide operators complete access to the control system via a Web browser. No special software other than a Web browser shall be required to access graphics, point displays, and trends, configure trends, configure points and controllers, or to edit programming.
5. Performance Monitoring. The EMCS will provide the specified performance monitoring functionality, including required monitoring points and performance metrics, improved through system accuracy, data acquisition and data management capabilities, and required graphical and data displays.
6. Event Response. The EMCS will provide the specified operational changes based on event response from the energy service provider.
7. All control products provided for this project shall comprise an interoperable fully-native BACnet system, including all communication media, connectors, repeaters, hubs, and routers necessary for the network. All control products provided for this project shall conform to ANSI/ASHRAE Standard 135.

B. EMCS network architecture.

1. Supervisory LAN: The LAN shall be an Ethernet-based, 100/1000 Mbps network connecting the control system servers and OWSs to routers in each building. Contractor shall utilize the Owner's Enterprise IT LAN/WAN for this purpose. This network shall be BACnet/IP as defined in Addendum A (Annex J) of the BACnet standard and shall share a common network number for the Ethernet backbone, as defined in BACnet.
 2. Primary Controller LAN (Primary LAN): High-speed, peer-to-peer communicating LAN used to connect AACs, ASCs and BCs and communicate exclusively control information. Acceptable technologies include:
 - a. Ethernet (IEEE 802.3).
 3. Secondary Controller LAN (Secondary LAN or Sub-LAN): Network used to connect AACs and ASCs. These can be Master Slave/ Token Passing or polling, in addition to those allowed for Primary Controller LANs. Network speed vs. the number of controllers on the LAN shall be dictated by the response time and trending requirements.
- C. Operator Interfaces and Servers.
1. The operator interface and server already exist. Modify existing hardware and software as needed for the project.
- D. Controllers. The BCs, AACs, and ASCs shall monitor, control, and provide the field interface for all points specified. Each BC, AAC, or ASC shall be capable of performing all specified energy management functions, and all DDC functions, independent of other BCs, AACs, or ASCs and operator interface devices.

1.11 SYSTEM PERFORMANCE

- A. The communication speed between the controllers, LAN interface devices, and operator interface devices shall be sufficient to ensure fast system response time under any loading condition. In no case shall delay times between an event, request, or command initiation and its completion be greater than those listed herein, assuming no other simultaneous operator activity. Contractor shall reconfigure LAN as necessary to accomplish these performance requirements. This does not apply to gateways and their interaction with non-EMCS-vendor equipment.
1. Object Command. The maximum time between an operator command via the operator interface to change an analog or binary point and the subsequent change in the controller shall be less than 5 seconds.
 2. Object Scan. All changes of state and change of analog values will be transmitted over the network such that any data used or displayed at a controller or workstation will have been current within the previous 10 seconds.
 3. Graphics Scan. The maximum time between an operator's selection of a graphic and it completely painting the screen and updating at least 10 points shall be less than 10 seconds.
 4. Alarm Response Time. The maximum time from when an object goes into alarm to when it is annunciated at the workstation or broadcast to pager (where so programmed) shall not exceed 10 seconds for a Level 1 or 2 alarm, 20 seconds for alarm levels 2 and 3, and 30 seconds for alarm levels 4 and 5. All workstations on the onsite network must receive alarms within 5 seconds of each other.
 5. Program Execution Frequency. Custom and standard applications shall be capable of running as often as once every 5 seconds. The EMCS Contractor shall be responsible for selecting execution times consistent with the mechanical process under control.
 6. Control Loop Performance. Programmable controllers shall be able to execute DDC PID control loops at a selectable frequency of at least once per second. The controller shall

scan and update the process value and output generated by this calculation at this same frequency.

1.12 OWNERSHIP OF PROPRIETARY MATERIAL

- A. All project-developed software and documentation shall become the property of the Owner. These include, but are not limited to:
 - 1. Project graphic images
 - 2. Record drawings.
 - 3. Project database.
 - 4. Project specific application programming code.
 - 5. All documentation.

1.13 WARRANTY

- A. In accordance with Division 1 Guarantees, Warranties, Bonds, Service & Maintenance Contracts, and as follows.
- B. At the successful completion of the final testing, commissioning, and demonstration phase in accordance with the terms of this specification, if equipment and systems are operating satisfactorily to the Owner and if all completion requirements per paragraph 1.07 have been fulfilled, the Owner shall certify in writing that the control system has been accepted. The date of acceptance shall be the start of the warranty period.
- C. Guarantee all materials, equipment, apparatus, and workmanship (including programming) to be free of defective materials and faulty workmanship for period of one year from date of acceptance.
 - 1. Valve and damper actuators shall carry a manufacturer's 5-year warranty.
- D. Provide new materials, equipment, apparatus, and labor to replace that determined by Owner to be defective or faulty.
- E. Control system failures during the warranty period shall be adjusted, repaired, or replaced at no additional cost or reduction in service to the Owner. The EMCS Contractor shall respond to the Owner's request for warranty service within 24 hours during normal business hours.
- F. Operator workstation software, project-specific software, graphic software, database software, and firmware updates that resolve known software deficiencies as identified by the EMCS Contractor shall be provided at no charge during the warranty period. Software bugs (both due to programming misinterpretations and sequence errors) shall be corrected and any reasonable control sequence changes required to provide proper system operation shall also be provided at no additional cost during this period.

1.14 WARRANTY MAINTENANCE

- A. The Owner reserves the right to make changes to the EMCS during the warranty period. Such changes do not constitute a waiver of warranty. The Contractor shall warrant parts and installation work regardless of any such changes made by the Owner unless the Contractor provides clear and convincing evidence that a specific problem is the result of such changes to the EMCS.

- B. At no cost to the Owner, during the warranty period, the Contractor shall provide maintenance services for software and hardware components as specified below:
1. Maintenance services shall be provided for all devices and hardware specified in Division 23C. Service all equipment per the manufacturer's recommendations.
 2. Emergency Service: Any malfunction, failure, or defect in any hardware component or failure of any control programming that would result in property damage or loss of comfort control shall be corrected and repaired following telephonic notification by the Owner to the Contractor.
 3. Normal Service: Any malfunction, failure, or defect in any hardware component or failure of any control programming that would not result in property damage or loss of comfort control shall be corrected and repaired following telephonic notification by the Owner to the Contractor.
 4. Owner's Telephonic Request for Service: Contractor shall specify a maximum of three telephone numbers for Owner to call in the event of a need for service. At least one of the lines shall be attended continuously (24/7). Alternatively, pagers can be used for technicians trained in system to be serviced. One of the three paged technicians shall respond to every call within 15 minutes.
 5. Technical Support: Contractor shall provide technical support by telephone throughout the warranty period.
 6. Preventive maintenance shall be provided throughout the warranty period in accordance with the hardware component manufacturer's requirements.
 7. Record drawings and software documentation shall be updated as required to reflect any and all changes made to the system or programming during the warranty period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS (PRODUCT LINE)

- A. Johnson Controls (Metasys)
- B. Johnson Controls (Facilities Explorer)
- C. Trane (Tracer SC)
- D. Siemens (Desigo)
- E. Schneider (SmartStruxture)

2.2 MATERIALS AND EQUIPMENT

- A. Materials shall be new, the best of their respective kinds without imperfections or blemishes and shall not be damaged in any way.
- B. To the extent practical, all equipment of the same type serving the same function shall be identical and from the same manufacturer

PART 3 - EXECUTION

3.1 COORDINATION

- A. The Contractor shall coordinate work schedule with Architect to complete project on schedule without disruption or delays.
- B. The Contractor shall coordinate work with other trades prior to construction.
- C. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.2 INSTALLATION

- A. Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings.
- B. Refer to additional requirements in other Sections of this specification.

3.3 DIGITAL CONTROL STATIONS

- A. Individual Digital Control Stations referenced on drawings to indicate allocation of points to each DCS and DCS location. Digital control stations shall consist of one or multiple controllers to meet requirements of this specification. It is the Contractor's responsibility to provide enough controllers to ensure a completely functioning system, according to the point list and sequence of operations.
- B. Where a DCS is referenced, Contractor shall provide at least one (1) controller, and additional controllers as required, in sufficient quantity to meet the requirements of this Specification. Restrictions in applying controllers are specified in Section 230919 - EMCS Field Panels.
- C. Contractor is responsible for ensuring DCSs do not interfere with other requirements of the project and maintain adequate clearance for maintenance access.
- D. DCSs have not been located. The Contractor shall locate DCSs in electrical rooms, mechanical rooms, and adjacent to rooftop equipment where space is available.
- E. Contractor is responsible for ensuring DCSs do not interfere with other requirements of the project and maintain adequate clearance for maintenance access.

3.4 CONTROL POWER

- A. Division 23C Contractor shall extend power to all EMCS devices, including 120V power to panels, from an acceptable power panel.
 - 1. See Division 26 Electrical drawings for power locations pre-allocated for EMCS system.
 - 2. Where no power source is shown, for bid purposes only, assume a dedicated circuit is available within an average of 50 feet of panel location. If this is not the case, request additional cost prior to submission of shop drawings or no additional costs will be reimbursed.

3. Coordinate with Division 26 during shop drawing development for final connection location.
- B. General requirements for obtaining power include the following:
1. Obtain power from a source that feeds the equipment being controlled such that both the control component and the equipment are powered from the same panel. Where equipment is powered from a 460V source, obtain power from the electrically most proximate 120v source fed from a common origin.
 2. Where control equipment is located inside a new equipment enclosure, coordinate with the equipment manufacturer and feed the control with the same source as the equipment. If the equipment's control transformer is large enough and of the correct voltage to supply the controls, it may be used. If the equipment's control transformer is not large enough or of the correct voltage to supply the controls, the Contractor shall provide separate transformer(s).
 3. Where a controller controls multiple systems on varying levels of power reliability (normal, emergency, and/or interruptible), the controller shall be powered by the highest level of reliability served.
 4. Standalone Functionality: Refer to Section 230919.
- C. Power line filtering. Provide transient voltage and surge suppression for all workstations and controllers either internally or as an external component.

3.5 DELIVERY, STORAGE, AND HANDLING

- A. Provide factory-shipping cartons for each piece of equipment and control device. Maintain cartons during shipping, storage and handling as required to prevent equipment damage, and to eliminate dirt and moisture from equipment.
- B. Store equipment and materials inside and protect from weather.

3.6 IDENTIFICATION

- A. General:
1. Manufacturers' nameplates and UL or CSA labels to be visible and legible after equipment is installed.
 2. Identifiers shall match record documents.
 3. All plug-in components shall be labeled such that removal of the component does not remove the label.
- B. Wiring and Tubing:
1. All wiring and cabling, including that within factory-fabricated panels, shall be labeled at each end within 2" of termination with the DDC address or termination number.
 2. Permanently label or code each point of field terminal strips to show the instrument or item served.
 3. All pneumatic tubing shall be labeled at each end within 2" of termination with a descriptive identifier.
- C. Equipment and Devices

1. Valve and damper actuators: Provide 2" diameter brass tags and brass chains. Lettering shall be 1/2" high, stamped and painted black. Indicate unique valve or damper identifier from record drawings.
2. Sensors: Provide 1"x 3"x 1/8" black micarta or lamacoid labels with engraved white lettering, 1/4" high. Indicate sensor identifier and function (e.g., "CHWS temp").
3. Panels: Provide 2"x 5" 1/8" black micarta or lamacoid labels with engraved white lettering, 1/2" high. Indicate panel identifier and service.
4. Identify room sensors relating to terminal box or valves with indelible marker on sensor hidden by cover.

3.7 CUTTING, CORING, PATCHING & PAINTING

- A. The EMCS Contractor shall provide canning for openings in concrete walls and floors and other structural elements prior to their construction. Should any openings be missed, the EMCS Contractor shall be responsible for all cutting, coring, and patching that may be required for Division 23C work. Structural elements shall not be cut without the written consent of Owner.
- B. Penetrations through rated walls or floors shall be filled with an approved material to provide a code compliant firestop.
- C. All damage to and openings in ductwork, piping insulation, and other materials and equipment resulting from Division 23C work shall be properly sealed, repaired, and/or re-insulated by experienced mechanics of the trade involved. Repair insulation to maintain integrity of insulation and vapor barrier jacket. Use hydraulic insulating cement to fill voids and finish with material matching or compatible with adjacent jacket material.
- D. At the completion of work, all equipment furnished under this section shall be checked for paint damage, and any factory-finished paint that has been damaged shall be repaired and repainted to original finish.

3.8 CLEANING

- A. The EMCS Contractor shall clean up all debris resulting from its activities daily. The EMCS Contractor shall remove all cartons, containers, crates, etc., under its control as soon as their contents have been removed. Waste shall be collected and legally disposed of by EMCS Contractor.
- B. At the completion of work in any area, the EMCS Contractor shall clean all of its work, equipment, etc., keeping it free from dust, dirt, and debris, etc.
- C. The EMCS Contractor shall use only cleaning materials recommended by the manufacturer of the surfaces to be cleaned and on surfaces recommended by the cleaning material manufacturer.

3.9 FIELD QUALITY CONTROL

- A. See Division 1 Quality Control.
- B. Perform tests as required by authorities having jurisdiction.
- C. Repair or replace defective work, as directed by Architect in writing, at no additional cost to the Owner.

- D. Restore or replace damaged work due to tests as directed by Architect in writing, at no additional cost to the Owner.
- E. Restore or replace damaged work of others, due to tests, as directed by Architect in writing, at no additional cost to the Owner.
- F. Remedial work shall be performed to the satisfaction of the Architect, at no additional cost to the Owner, including:
 - 1. Work related to all Division 23C pre-functional, functional, and demonstration tests.
 - 2. Division 23C work related to Section 230593 Testing, Adjusting and Balancing for HVAC.
- G. Remedial work shall include performing any commissioning or other tests related to remedial work and additional time at no additional cost to the Owner.

END OF SECTION 230900

SECTION 236423.21 - AIR-COOLED SCROLL WATER CHILLERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes packaged, air-cooled, electric-motor-driven, scroll water chillers.

1.3 DEFINITIONS

- A. COP: Coefficient of performance. The ratio of the rate of heat removal to the rate of energy input using consistent units for any given set of rating conditions.
- B. DDC: Direct digital control.
- C. EER: Energy-efficiency ratio. The ratio of the cooling capacity given in Btu/h to the total power input given in watts at any given set of rating conditions.
- D. EMCS: Energy Management and Control System.
- E. GFI: Ground fault interrupt.
- F. IPLV: Integrated part-load value. A single-number part-load efficiency figure of merit for a single chiller calculated per the method defined by AHRI 550/590 and referenced to AHRI standard rating conditions.
- G. I/O: Input/output.
- H. kW/Ton: The ratio of total power input of the chiller in kilowatts to the net refrigerating capacity in tons at any given set of rating conditions.
- I. NPLV: Nonstandard part-load value. A single number part-load efficiency figure of merit for a single chiller calculated per the method defined by AHRI 550/590 and intended for operating conditions other than the AHRI standard rating conditions.
- J. SCCR: Short-circuit current rating.
- K. TEAO: Totally enclosed air over.
- L. TENV: Totally enclosed nonventilating.

1.4 SUBMITTALS

- A. See Section 23 00 10 Mechanical General Provisions.

- B. Submit product data, O&M data, and samples and show item on shop and coordination drawings (where shop and coordination drawings are required) according to the following table.

1. "R" means required.
2. "R2" means required only for products and equipment differing for the specified manufacturer and model and for "or equals" where specified.

Item	Product Data	O&M Manual	Samples	Shop Drawing
Chillers	R	R		R
Chiller controls	R	R		
Chiller accessories	R	R		
Chiller BACnet PICS Statement	R			

- C. Product Data: For each type of product.

1. Performance at ARI standard conditions and at conditions indicated.
2. Performance at ARI standard unloading conditions.
3. Performance data including; unit efficiency, full load and part load performance data, acoustical data, etc.
4. Minimum evaporator flow rate.
5. Refrigerant capacity of water chiller.
6. Oil capacity of water chiller.
7. Fluid capacity of evaporator.
8. Minimum entering condenser-air temperature.
9. Performance at varying capacity with constant design entering condenser-air temperature. Repeat performance at varying capacity for different entering condenser-air temperatures from design to minimum in 10 °F increments.
10. Dimensioned plan and elevation view drawings, required clearances, and location of all field connections.
11. Product data indicating rated capacities, weights, specialties and accessories, electrical requirements and wiring diagrams.
12. Required clearances for maintenance and operation.
13. Size and location of piping and wiring connections.
14. Wiring Diagrams: For power, signal, and control wiring.

- D. Coordination Drawings: Floor plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Structural supports.
2. Piping roughing-in requirements.
3. Wiring roughing-in requirements, including spaces reserved for electrical equipment.
4. Access requirements, including working clearances for mechanical controls and electrical equipment, and tube pull and service clearances.

- E. Startup service reports.

- F. Warranty: Sample of special warranty.

- G. Touchup Paint: 32 oz. container of paint used for finish coat. Label outside of container with detailed description of paint to allow for procurement of a matching paint in the future.

1.5 QUALITY ASSURANCE

- A. AHRI Certification: Certify chiller according to AHRI 590 certification program.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Ship water chillers from the factory fully charged with refrigerant and filled with oil.
- B. Package water chiller for export shipping.

1.7 WARRANTY

- A. Warranty Period: Five-year parts and labor (including refrigerant) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Performance Tolerance: Comply with the following in lieu of AHRI 550/590:
 - 1. Allowable Capacity Tolerance: Five (5) percent.
 - 2. Allowable Full-Load Energy Efficiency Tolerance: Five (5) percent.
 - 3. Allowable Part-Load Energy Efficiency Tolerance: Five (5) percent.
- B. AHRI Rating: Rate water chiller performance according to requirements in AHRI 550/590.
- C. ASHRAE Compliance: ASHRAE 15 for safety code for mechanical refrigeration.
- D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."
- E. ASME Compliance: Fabricate and stamp water chiller heat exchangers to comply with ASME Boiler and Pressure Vessel Code.
- F. Comply with NFPA 70.
- G. Comply with requirements of UL 1995, "Heating and Cooling Equipment," and include label by a qualified testing agency showing compliance.
- H. Operation Following Loss of Normal Power:
 - 1. Equipment, associated factory- and field-installed controls, and associated electrical equipment and power supply connected to backup power system shall automatically return equipment and associated controls to the operating state occurring immediately before loss of normal power without need for manual intervention by an operator when power is restored either through a backup power source, or through normal power if restored before backup power is brought on-line.
 - 2. See drawings for equipment served by backup power systems.
 - 3. Provide means and methods required to satisfy requirement even if not explicitly indicated.

I. Outdoor Installations:

1. Chiller shall be suitable for outdoor installation indicated. Provide adequate weather protection to ensure reliable service life over a 25-year period with minimal degradation due to exposure to outdoor ambient conditions.
2. Chillers equipped to provide safe and stable operation while achieving performance indicated when operating at extreme outdoor temperatures encountered by the installation. Review historical weather database and provide equipment that can operate at extreme outdoor temperatures recorded over past 30-year period.

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Daikin Applied.
 2. Trane.
 3. YORK; a Johnson Controls company.
 4. Or equal.

2.3 MANUFACTURED UNITS

- A. Description: Factory-assembled and run-tested water chiller complete with compressor(s), compressor motors and motor controllers, evaporator, condenser with fans, electrical power, controls, and indicated accessories.
- B. Sound-reduction package shall have the following:
1. Acoustic enclosure around compressors.
 2. Reduced-speed fans with acoustic treatment.
 3. Designed to reduce sound level without affecting performance.
- C. Architectural Louvered Panel Package: Provide removable louvered panels with fasteners for additional protection of compressors, evaporator, and condenser coils without inhibiting service access. Finish to match cabinet.

2.4 CABINET

- A. Base: Galvanized-steel base extending the perimeter of water chiller. Secure frame, compressors, and evaporator to base to provide a single-piece unit.
- B. Frame: Rigid galvanized-steel frame secured to base and designed to support cabinet, condenser, control panel, and other chiller components not directly supported from base.
- C. Casing: Galvanized steel.
- D. Finish: Coat base, frame, and casing with a corrosion-resistant coating capable of withstanding a 500-hour salt-spray test according to ASTM B 117.

2.5 COMPRESSOR-DRIVE ASSEMBLIES

A. Compressors:

1. Description: Positive-displacement direct drive with hermetically sealed casing.
2. Each compressor provided with suction and discharge service valves, crankcase oil heater, and suction strainer.
 - a. For multiple compressor assemblies, it is acceptable to isolate each compressor assembly in lieu of each compressor.
3. Operating Speed: Nominal 3600 rpm for 60-Hz applications.
4. Capacity Control: On-off compressor cycling.
 - a. Digital compressor unloading is an acceptable alternative to achieve capacity control.
5. Oil Lubrication System: Automatic pump with strainer, sight glass, filling connection, filter with magnetic plug or removable magnet in sump, and initial oil charge.
 - a. Manufacturer's other standard methods of providing positive lubrication are acceptable in lieu of an automatic pump.
6. Vibration Isolation: Mount individual compressors on vibration isolators.
 - a. For multiple compressor assemblies, it is acceptable to isolate each compressor assembly in lieu of each compressor.

B. Compressor Motors:

1. Hermetically sealed and cooled by refrigerant suction gas.
2. High-torque, two-pole induction type with inherent thermal-overload protection on each phase.

C. Compressor Motor Controllers:

1. Across the Line: NEMA ICS 2, Class A, full voltage, nonreversing.

2.6 REFRIGERATION

A. Refrigerant: R-454B.

B. Refrigerant Compatibility: Parts exposed to refrigerants shall be fully compatible with refrigerants, and pressure components shall be rated for refrigerant pressures.

C. Refrigerant Circuit: Each circuit shall include an electronic-expansion valve, refrigerant charging connections, a hot-gas muffler, compressor suction and discharge shutoff valves, a liquid-line shutoff valve, a replaceable-core filter-dryer, a sight glass with moisture indicator, a liquid-line solenoid valve, and an insulated suction line.

D. Refrigerant Isolation: Factory install positive shutoff isolation valves in the compressor discharge line and the refrigerant liquid-line to allow the isolation and storage of the refrigerant charge in the chiller condenser.

1. For multiple compressor assemblies, it is acceptable to isolate each compressor assembly in each circuit in lieu of each compressor.

E. Pressure Relief Device:

1. Comply with requirements in ASHRAE 15, ASHRAE 147, and applicable portions of ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
2. Select and configure pressure relief devices to protect against corrosion and inadvertent release of refrigerant.
3. ASME-rated, spring-loaded, pressure relief valve; single- or multiple-reseating type. Pressure relief valve(s) shall be provided for each heat exchanger.

2.7 EVAPORATOR

A. Brazed Plate:

1. Direct-expansion, single-pass, brazed-plate design.
2. Type 304 or 316 stainless-steel construction.
3. Code Compliance: Tested according to ASME Boiler and Pressure Vessel Code.
4. Fluid Nozzles: Terminate with mechanical-coupling end connections for connection to field piping.
5. Inlet Strainer: Factory-furnished, 20-mesh strainer for field installation in supply piping to evaporator.

B. Factory-furnished, thermal dispersion type chilled-water flow switch for field installation, if not factory installed. If not factory installed, wiring of flow switch to chiller control panel is specified under Division 23 HVAC.

C. Heater: Factory-installed and -wired electric heater with integral controls designed to protect the evaporator to minus 20 deg F.

2.8 AIR-COOLED CONDENSER

A. Coil(s) with integral subcooling on each circuit.

B. Copper Tube with Plate Fin Coils:

1. Construct coils of copper tubes mechanically bonded to aluminum fins.

C. Aluminum Microchannel Coils (as an alternate to copper tube with plate fin coils to meet specified equipment efficiencies):

1. Series of flat tubes containing a series of multiple, parallel-flow microchannels layered between refrigerant header manifolds.
2. Single- or multiple-pass arrangement.
3. Construct fins, tubes, and header manifolds of aluminum alloy treated with a corrosion-resistant coating.

D. Hail Protection: Provide condenser coils with architectural louvers, baffles, or hoods to protect against hail damage.

E. Fans: Direct-drive propeller type with statically and dynamically balanced fan blades, arranged for vertical air discharge.

- F. Fan Motors: TENV or TEAO enclosure, with sealed and permanently lubricated bearings, and having built-in overcurrent- and thermal-overload protection.
 - 1. Overcurrent- and thermal-overload protection not integral to motor is acceptable if provided with chiller electrical power package.
- G. Fan Guards: Removable steel safety guards with corrosion-resistant PVC coating.

2.9 INSULATION

- A. Closed-cell, flexible, elastomeric thermal insulation complying with ASTM C 534/C 534M, Type I for tubular materials and Type II for sheet materials.
 - 1. Thickness: 3/4 inches.
- B. Adhesive: As recommended by insulation manufacturer.
- C. Factory-applied insulation over all cold surfaces of chiller capable of forming condensation. Components shall include, but not be limited to, evaporator, evaporator water boxes including nozzles, refrigerant suction pipe from evaporator to compressor, cold surfaces of compressor, refrigerant-cooled motor, and auxiliary piping.
 - 1. Apply adhesive to 100 percent of insulation contact surface.
 - 2. Before insulating steel surfaces, prepare surfaces for paint, and prime and paint as indicated for other painted components. Do not insulate unpainted steel surfaces.
 - 3. Seal seams and joints to provide a vapor barrier.
 - 4. After adhesive has fully cured, paint exposed surfaces of insulation to match other painted parts.
 - 5. Manufacturer has option to factory or field insulate chiller components to reduce potential for damage during installation.
 - 6. Field-Applied Insulation:
 - a. Components that are not factory insulated shall be field insulated to comply with requirements indicated.
 - b. Manufacturer shall be responsible for chiller insulation whether factory or field installed to ensure that manufacturer is the single point of responsibility for chillers.
 - c. Manufacturer's factory-authorized service representative shall instruct and supervise installation of field-applied insulation.
 - d. After field-applied insulation is complete, paint insulation to match factory-applied finish.

2.10 ELECTRICAL

- A. Factory installed and wired, and functionally tested at factory before shipment.
- B. Factory-installed and -wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to water chiller.
- C. House in a unit-mounted, NEMA 250, Type 3R enclosure with hinged access door with lock and key or padlock and key.
- D. Wiring shall be numbered and color-coded to match wiring diagram.

- E. Field power interface shall be to circuit breaker. Minimum SCCR according to UL 508 shall be as required by electrical power distribution system.
- F. Each motor shall have branch power circuit and controls with one of the following disconnecting means having SCCR to match main disconnecting means:
 - 1. NEMA KS 1, heavy-duty, fusible switch with rejection-type fuse clips rated for fuses. Select and size fuses to provide Type 2 protection according to IEC 60947-4-1.
 - 2. NEMA KS 1, heavy-duty, nonfusible switch.
 - 3. UL 489, motor-circuit protector (circuit breaker) with field-adjustable, short-circuit trip coordinated with motor locked-rotor amperes.
- G. Each motor shall have overcurrent protection.
- H. Overload relay sized according to UL 1995, or an integral component of water chiller control microprocessor.
- I. Phase-Failure and Undervoltage: Solid-state sensing with adjustable settings.
- J. Controls Transformer: Unit-mounted transformer with primary and secondary fuses and sized with enough capacity to operate electrical load plus spare capacity.
- K. Control Relays: Auxiliary and adjustable time-delay relays, or an integral to water chiller microprocessor.
- L. Indicate the following for water chiller electrical power supply:
 - 1. Current, phase to phase, for all three phases.
 - 2. Voltage, phase to phase and phase to neutral for all three phases.
 - 3. Three-phase real power (kilowatts).
 - 4. Three-phase reactive power (kilovolt amperes reactive).
 - 5. Power factor.
 - 6. Running log of total power versus time (kilowatt hours).
 - 7. Fault log, with time and date of each.

2.11 CONTROLS

- A. Factory installed and wired, and functionally tested at factory before shipment.
- B. Standalone, microprocessor based, with all memory stored in nonvolatile memory so that reprogramming is not required on loss of electrical power.
- C. Enclosure: Share enclosure with electrical power devices or provide a separate enclosure of matching construction.
- D. Provide and field install NEMA 4 enclosure over factory-mounted unit controller for protection. Coordinate NEMA 4 enclosure dimensions with unit controller dimensions.
 - 1. NEMA 4 enclosure with lift-off hinges.
 - 2. Continuously welded, no holes or knockouts.
 - 3. Seamless, watertight foam gasket.
 - 4. Hasp and staple for padlocking.
 - 5. Removable door.
 - 6. Hoffman NEMA 4 A-ALP or equal.

- E. Operator Interface: Keypad or pressure-sensitive touch screen. Multiple-character, digital display. Display the following:
1. Date and time.
 2. Operating or alarm status.
 3. Operating hours.
 4. Outside-air temperature if required for chilled-water reset.
 5. Temperature and pressure of operating set points.
 6. Chilled-water entering and leaving temperatures.
 7. Refrigerant pressures in evaporator and condenser.
 8. Saturation temperature in evaporator and condenser.
 9. No cooling load condition.
 10. Elapsed time meter (compressor run status).
 11. Pump status.
 12. Antirecycling timer status.
 13. Percent of maximum motor amperage.
 14. Current-limit set point.
 15. Number of compressor starts.
 16. Alarm history with retention of operational data before unit shutdown.
 17. Superheat.
- F. Control Functions:
1. Manual or automatic startup and shutdown time schedule.
 2. Capacity control based on evaporator leaving-fluid temperature.
 3. Capacity control compensated by rate of change of evaporator entering-fluid temperature.
 4. Chilled-water entering and leaving temperatures, control set points, and motor load limit.
 5. Current limit and demand limit.
 6. External water chiller emergency stop.
 7. Antirecycling timer.
 8. Automatic lead-lag switching.
 9. Ice-building mode.
- G. Manual-Reset Safety Controls: The following conditions shall shut down water chiller and require manual reset:
1. Low evaporator pressure or high condenser pressure.
 2. Low chilled-water temperature.
 3. Refrigerant high pressure.
 4. High or low oil pressure.
 5. High oil temperature.
 6. Loss of chilled-water flow.
 7. Control device failure.
- H. EMCS System Interface: Factory-install hardware and software to enable system to monitor, control, and display chiller status and alarms.
1. Hardwired I/O Points:
 - a. Control: On/off operation.
 2. Communication Interface: ASHRAE 135 (BACnet) communication interface shall enable control system operator to remotely control and monitor the water chiller from an operator

workstation. Control features and monitoring points displayed locally at water chiller control panel shall be available through DDC system for HVAC.

- I. Factory-installed wiring outside of enclosures shall be in NFPA 70-complaint raceway. Make terminal connections with liquidtight or flexible metallic conduit.

2.12 ACCESSORIES

- A. Factory-furnished neoprene isolators for field installation.
- B. Low ambient kit: Allow chiller operation down to 0 °F.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Before water chiller installation, examine roughing-in for equipment support, anchor-bolt sizes and locations, piping, controls, and electrical connections to verify actual locations, sizes, and other conditions affecting water chiller performance, maintenance, and operations.
 1. Water chiller locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping, controls, and electrical connections.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 WATER CHILLER INSTALLATION

- A. Coordinate sizes and locations of bases with actual equipment provided. Cast anchor-bolt inserts into concrete bases.
- B. Coordinate sizes, locations, and anchoring attachments of structural-steel support structures with actual equipment provided.
- C. Install water chillers on support structure indicated.
- D. Equipment Mounting:
 1. Install water chillers on cast-in-place concrete equipment bases. Comply with requirements for equipment bases and foundations specified in Section 033000 "Cast-in-Place Concrete."
 2. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."
- E. Maintain manufacturer's recommended clearances for service and maintenance.
- F. Maintain clearances required by governing code.
- G. Chiller manufacturer's factory-trained service personnel shall charge water chiller with refrigerant if not factory charged and fill with oil if not factory installed.
- H. Install separate devices furnished by manufacturer and not factory installed.

1. Chillers shipped in multiple major assemblies shall be field assembled by chiller manufacturer's factory-trained service personnel.

3.3 PIPING CONNECTIONS

- A. Comply with requirements in Section 232113 "Hydronic Piping" and Section 232116 "Hydronic Piping Specialties." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to chillers, allow space for service and maintenance.
- C. Evaporator Fluid Connections:
 1. Connect to evaporator inlet with shutoff valve, flexible connector, thermometer, and plugged tee with pressure gage. See piping detail on Drawings.
 2. Connect to evaporator outlet with shutoff valve, balancing valve, flexible connector, flow switch, thermometer, plugged tee with pressure gage, flow meter, and drain connection with valve. See piping detail on Drawings.
 3. Make connections to water chiller with a mechanical coupling.
- D. Connect each drain connection with a drain valve, full size of drain connection. Connect drain pipe to drain valve with union and extend drain pipe to terminate over floor drain.

3.4 ELECTRICAL POWER CONNECTIONS

- A. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- C. Provide nameplate for each electrical connection indicating electrical equipment designation and circuit number feeding connection. Nameplate shall be laminated phenolic layers of black with engraved white letters at least 1/2 inch high. Locate nameplate where easily visible.

3.5 CONTROLS CONNECTIONS

- A. Install control and electrical power wiring to field-mounted control devices.
- B. Connect control wiring between chillers and other equipment to interlock operation as required to provide a complete and functioning system.
- C. Connect control wiring between chiller control interface and EMCS system for remote monitoring and control of chillers. Comply with requirements in Section 230900 "Energy Management and Control System - General."
- D. Provide nameplate on face of chiller control panel indicating control equipment designation serving chiller and the I/O point designation for each control connection. Nameplate shall be laminated phenolic layers of black with engraved white letters at least 1/2 inch high.

3.6 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Inspect field-assembled components, equipment installation, piping and electrical connections for proper assemblies, installations, and connections.
- C. Complete installation and startup checks according to manufacturer's written instructions and perform the following:
 - 1. Verify that refrigerant charge is sufficient and water chiller has been leak tested.
 - 2. Verify that pumps are installed and functional.
 - 3. Verify that thermometers and gages are installed.
 - 4. Operate water chiller for run-in period.
 - 5. Check bearing lubrication and oil levels.
 - 6. Verify that refrigerant pressure relief device for chillers installed indoors is vented outside.
 - 7. Verify proper motor rotation.
 - 8. Verify static deflection of vibration isolators, including deflection during water chiller startup and shutdown.
 - 9. Verify and record performance of chilled-water flow and low-temperature interlocks.
 - 10. Verify and record performance of water chiller protection devices.
 - 11. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.
- D. Visually inspect chiller for damage before starting. Repair or replace damaged components, including insulation. Do not start chiller until damage that is detrimental to operation has been corrected.
- E. Prepare a written startup report that records results of tests and inspections.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain water chillers. Video record the training sessions and provide electronic copy to Owner. See Section 230010 "Mechanical General Provisions."
 - 1. Instructor shall be factory trained and certified.
 - 2. Provide not less than eight hours of training.
 - 3. Train personnel in operation and maintenance and to obtain maximum efficiency in plant operation.
 - 4. Provide instructional videos showing general operation and maintenance that are coordinated with operation and maintenance manuals.
 - 5. Obtain Owner sign-off that training is complete.
 - 6. Owner training shall be held at Project site.

END OF SECTION 236423.21



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/29/2025
SUBJECT: TECHSOURCE AGREEMENT

Consideration to approve an agreement with Techsource Solutions for IT services and authorize the Mayor to execute the same.

ATTACHMENTS:

1. Professional Services Agreement 2025



Professional Services Agreement



TechSource Solutions Inc.
P.O. Box 2121
Ridgeland, MS 39158

TechSource Professional Services Agreement

1. Term of Agreement

This Agreement between City of Brandon, MS, herein referred to as Client, and TechSource Solutions Inc., hereinafter referred to as Service Provider, is effective upon the date signed, shall remain in force for a period of three (3) years, and be reviewed monthly to address any necessary adjustments or modifications for equipment. Should adjustments or modifications be required, the monthly fee will be adjusted the next calendar month, but will not extend the overall length of the Agreement.

- a) This Agreement may be terminated by the Client upon ninety (90) days written notice for Cause and not be subject to any further obligation by Client, if the Service Provider:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) This Agreement is subject to cancellation based on unavailability of funds. If such cancellation clause is exercised, there shall be no further liability on the part of the Client.

2. Fees and Payment Schedule

Fees will be \$ 12.875.00 per month, invoiced to Client on a Monthly basis, and will become due and payable on the first day of each month. The first month will include an additional one-time setup fee of \$ 0.00. Services will be suspended if payment is not received within thirty days following date due. Refer to Appendix B for services covered under the terms of this Agreement.

It is understood that any and all Services requested by Client that fall outside of the term of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

3. Coverage

Remote support, onsite support, and vendor management of Client's IT networks will be provided to the Client by Service Provider between the hours of 8:00 am-5:00 pm Monday through Friday, excluding public Holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B.

Support and Escalation

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for Tracking. Our escalation process is detailed in Appendix A.

4. Additional Maintenance Services

Hardware/System Support

In virtualized server environments, this includes support of the physical host and creation or maintenance of any guest Virtual Machine ("VM"). Support of the guest operating system running on the VM or any 3rd party software or system running on the VM is not covered. Any support requested by Client, on hardware or software systems not specified in Appendix B, shall be billed at the current applicable rates as indicated in Appendix B.

One-Time Setup Fee

The initial one-time setup fee covers the setup of the physical servers, switches, and SAN equipment, and setup of any offsite backups or disaster recovery systems.

Monitoring Services

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Service Provider will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

5. Excluded Services

Service rendered under this Agreement does not include:

- 1) Parts, equipment, or software not specified in Appendix B.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind, unless as specified in Appendix B.
- 3) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 4) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- 5) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider, unless prior authorization from Service Provider is obtained.
- 6) Training Services of any kind.
- 7) Support for 3rd Party Software applications, such as ADSI, Logics, PTS, BBI, Microsoft Office, etc.
- 8) Maintenance of Application software packages, whether acquired from Service Provider or any other source.
- 9) Virtual Server Guest Operating System support, including Windows Updates, Security patches, etc.
- 10) Programming (modification of software code) and program (software) maintenance, unless as specified in Appendix B.

6. Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

7. Miscellaneous

Any dispute arising under this Agreement shall be governed by the appropriate state court in Rankin County, MS. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/service of all hardware/software listed in Appendix B. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

8. Contacting Service Provider

Telephone: 601-914-6888 | email: support@techsource.ms

9. Independent Engagement / Non-Hire

CLIENT acknowledges that Service Provider is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that Service Provider would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by Service Provider Except as otherwise provided by law, CLIENT shall not, without the prior written consent of Service Provider, solicit the employment of Service Provider personnel during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

CLIENT agrees that Service Provider damages resulting from breach by CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CLIENT violates this provision, CLIENT shall immediately pay Service Provider an amount equal to 150% of employee's total annual compensation, as liquidated damages and Service Provider shall have the option to terminate this Agreement without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Service Provider would incur to identify, recruit, hire and train suitable replacements for such personnel.

Acceptance of Service Agreement

This Service Agreement covers only those services listed in Appendix B. Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of services not listed in Appendix B, at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature

TechSource Solutions

Date

Authorized Signature

City of Brandon

Date

Version 1: Initial Agreement 2025

Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Reponse Time (in hours)	Resolution Time (in hours)	Escalation Threshold (in hours)
Service not available (all users and functions unavailable)	1	Within 1 Hour	ASAP – Best Effort	2 Hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 Hours	ASAP – Best Effort	8 Hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Within 24 Hours	ASAP – Best Effort	48 Hours
Small service degradation (business process can continue, one user affected)	4	Within 48 Hours	ASAP – Best Effort	96 hours

Support Tiers

The following table details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party Vendor Support Engineers to resolve the most complex issues.

Appendix B

Description	Frequency	Included
General		
Document software and hardware changes	As performed	YES
Monthly reports of work accomplished and work in progress	Monthly	YES
Monitor physical/virtual servers and switches	Ongoing	YES

Disaster Recovery		
Alert Client to dangerous conditions	As Needed	YES
Monitor onsite/DR backups	Ongoing	YES
Monitor offsite backups to TechSource datacenter	Ongoing	YES
Perform quarterly test restores	Ongoing	YES
Perform annual disaster recovery test	Ongoing	YES

Hardware		
Dell SAN – firmware/security updates	Ongoing	YES
Dell Poweredge Servers – firmware updates, Vmware ESX software updates/licensing	Ongoing	YES
Dell Switches – firmware/security updates	Ongoing	YES
Watchguard Firewall with High Availability Setup	Ongoing	YES
UPS for the above listed equipment	Ongoing	YES

Software/Virtual Servers/Hosted Services		
Provision new virtual servers	As Needed	YES
Deployment and management of servers/SAN/switches at Disaster Recovery Locations	Ongoing	YES
Windows OS Server Licensing	Ongoing	YES
Virtual Server & Office 365 Mailbox Backup Licensing for up to 175 mailboxes.	Ongoing	YES
Managed ITDR M365 Monitoring for up to 175 mailboxes	Ongoing	YES
Cybersecurity and Phishing Simulation Services for up to 175 mailboxes	Ongoing	YES
Patch Management Agents for up to 125 devices	Ongoing	YES
EDR Agents for up to 125 devices	Ongoing	YES
DNS Hosting for all City domains	Ongoing	YES
Email Link and ATP Protection services for all City domains	Ongoing	YES
MFA VPN licenses for up to 50 users	Ongoing	YES

Service Rates

Labor	Rate
Physical and Virtual Server/SAN/Switch Management at PD and DR	INCLUDED
24x7x365 Network Monitoring	INCLUDED
Emergency, After Hours, Non-Scheduled Onsite Labor – All Other Times	INCLUDED



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/06/2025
SUBJECT: DEBT SETOFF ACT

On October 2, 2023, the City of Brandon voted to participate in the debt setoff program and designated Deputy Clerk Joshua Sutton as the debt set-off coordinator. The City of Brandon is requesting that instead of Joshua Sutton, it is now Deputy Clerk Rebecca Pevey.

ATTACHMENTS:

1. DEBT SETOFF AGREEMENT 100625

AGREEMENT TO COLLECT MUNICIPAL DEBT

This Agreement is entered into by and between Brandon, Mississippi (the "Claimant Local Government"), and Municipal Intercept Company, LLC ("MIC"), (together, the Claimant Local Government and MIC are the "Parties").

WHEREAS, the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session of the Mississippi Legislature (the "Act"), authorizes MIC to submit debts to the Mississippi Department of Revenue ("MDOR") for setoff under the procedures established in the Act, namely by setting off against any refund, as defined in Section 3 of the Act, the sum of any debt owed to the Claimant Local Government; and

WHEREAS, the Claimant Local Government is a municipality acting through its nonprofit member organization with respect to the collection of any debt that has been finalized by law, order or resolution pursuant to the Act; and

WHEREAS, Claimant Local Government desires to enter into this Agreement with MIC for the purpose of collecting its debts as allowed by the Act; and

WHEREAS, MIC agrees to submit debts to MDOR on behalf of Claimant Local Government.

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Claimant Local Government and MIC mutually agree as follows:

SECTION I: TERM/TERMINATION

This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable.

SECTION II: REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

- A. Claimant Local Government hereby designates, appoints, and authorizes MIC to submit Claimant Local Government's debt to MDOR for setoff.
- B. Unless otherwise indicated, "debt" is defined to mean any liquidated sum of \$50.00 or more due and owing a Claimant Local Government which has accrued through contract, subrogation, tort, justice or municipal court conviction or any other debt regardless of whether there is an outstanding judgment for the sum, which is not less than sixty (60) days old, and which has been properly noticed and adjudicated by the Claimant Local Government as due and owed; provided, however, debts owed by an individual that are less than \$50.00 may be aggregated together to meet the \$50.00 threshold requirement.

C. The Parties agree and understand that the debtor will pay a twenty-five percent (25%) collection assistance fee (the "Collection Assistance Fee") that will be added by MDOR to the debt after it is submitted for setoff by MIC. MIC will retain twenty percent (20%) of the collection assistance fee, and MDOR will retain five percent (5%) of the Collection Assistance Fee.

D. Claimant Local Government designates Rebecca Pevey to serve as debt setoff coordinator (the "Coordinator"). The Coordinator has been authorized by the Claimant Local Government and is designated to receive notices and communication from MIC on behalf of the Claimant Local Government. Claimant Local Government will notify MIC in writing within seven (7) days of any change in the Coordinator. MIC will only discuss or share information regarding debts submitted to MIC by the Claimant Local Government with the Coordinator.

The Claimant Local Government agrees to cooperate with MIC to supply MIC with any and all information that in the opinion of MIC is necessary for the proper implementation of this Agreement. The Claimant Local Government further understands that the Coordinator is required to undergo training provided by MIC prior to MIC submitting a Request (defined below) to MDOR.

E. The Claimant Local Government understands that the MIC will utilize direct deposit and agrees to provide MIC with account information as may be requested to accomplish the purposes of this Agreement and update such account information as necessary. Once funds are actually received by and deposited with MIC as a result of a setoff, MIC will remit funds by wire to the Claimant Local Government, less the Collection Assistance Fee.

F. Claimant Local Government shall request MIC to submit a debt to MDOR for setoff by completing a Setoff Request Form provided by the MIC ("Request"). MIC will submit Request(s) to MDOR via the Mississippi Automated Revenue System ("MARS"), or any other method approved by MDOR. Claimant Local Government agrees to notify MIC and to submit another Request as soon as practical if there are any amendments or other changes to the initial Request.

G. The Claimant Local Government, and not MIC, shall be solely responsible for complying with any notice and/or hearing requirements pursuant to the Act, or otherwise. This includes, but is not limited to, the Claimant Local Government providing a debtor written notice of its' intent to setoff the debt and holding a hearing if the debtor so requests within thirty (30) days after the date the Claimant Local Government sends notice of the proposed setoff.

H. Claimant Local Government shall certify to MIC that it has complied with all statute of limitations, statutory requirements, rules, and regulations, including notice and

hearing procedures for a Request. The Claimant Local Government shall not submit a Request to MIC for setoff less than fourteen (14) days from a final adjudication by the Claimant Local Government that the debt is owed and that the debtor has been given proper notice and/or a hearing, as applicable, under the Act.

- I. After a Request has been submitted to MIC for setoff, Claimant Local Government will provide written notice to MIC and MDOR as soon as practical, but not longer than three (3) days, from the date the debtor repays a debt, in part or in full, or from the date the Claimant Local Government receives any notice of or becomes aware of a legal action staying the collection of the debt, including bankruptcy.
- J. MIC shall submit a debt to MDOR for setoff within fourteen (14) days of receipt of the Request.

SECTION III: UNDERSTANDING OF PARTIES

- A. MIC shall not accept a Request that is not prepared as specified by MIC. The Parties agree, however, that MIC is not liable for the priority or the amount that MDOR pays a Request. Further, the Claimant Local Government understands that any amendment to a Request may delay the payment of a Request.
- B. MIC is responsible for submitting Requests to MDOR for repayment that qualify under the Act, and the repayment of the debt is subject to MDOR's rules and regulations.
- C. Claimant Local Government understands that MDOR will not setoff a Request unless the debtor is entitled to at least a refund of \$50.00, and that it may require multiple setoffs to satisfy a Request. The Collection Assistance Fee will be levied against the amount of each setoff in the event there are multiple setoffs. The Claimant Local Government understands that a Request submitted to MDOR will remain in MARS until the debt is fully paid or until MDOR is notified that the debt is no longer subject to setoff.
- D. Claimant Local Government acknowledges that MIC is relying on the Request to submit a debt to MDOR and that MIC can neither validate or verify a debtor's name or social security number, nor can MIC validate or verify the amount of debt or type of debt being submitted for setoff. Further, Claimant Local Government acknowledges that it is solely responsible for validating or verifying whether or not a debtor has filed any legal action, including but not limited to bankruptcy or other actions staying any collection efforts against the debt.

SECTION IV: INDEMNIFICATION/REIMBURSEMENT

Claimant Local Government fully understands and warrants to MIC that by submission of any Request, Claimant Local Government has complied with all of the provisions of the Act, any

laws relating to debt collection, and this Agreement. To the extent allowed by law, the Claimant Local Government shall hold MIC free and harmless and shall indemnify MIC against any and all damages, claims, injuries, actions, liability, or proceedings arising from the setoff of debt as provided in the Act and pursuant to this Agreement. To the extent allowed by law, Claimant Local Government shall be solely responsible for the repayment of any and all sums setoff on Claimant Local Government's behalf pursuant to this Agreement, including any fees, interest, penalties and court costs to a taxpayer/debtor in the event a court of competent jurisdiction rules that said repayment is due and owing.

SECTION V: ASSIGNMENT

This Agreement is not assignable by either party.

SECTION VI: CONFIDENTIAL INFORMATION

In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information:

- (a) the non-disclosing party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and,
- (b) the non-disclosing party will only use the information in connection with its business dealings with the disclosing party and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the non-disclosing party prior to the disclosure, or it is independently developed by the non-disclosing party; (iii) it is obtained by non-disclosing party in good faith from a third party not under obligation of secrecy to the disclosing party; or, (iv) it is the subject of a court or government agency order to disclose, provided the non-disclosing party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement.

All information, including but not limited to printed, written, oral or computer-formatted information, which MIC may gain access to during the course of the performance of this Agreement shall be the property of Claimant Local Government, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. MIC shall maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination.

SECTION VII: MISCELLANEOUS

- A. This Agreement represents the full and final understanding of the Parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both Parties.
- B. The laws of the State of Mississippi shall govern the terms and conditions of this Agreement.
- C. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date indicated by the signatures below and has been granted all authority of their respective governing bodies to do so.

Brandon, **MISSISSIPPI:**

By: Butch Lee

Date: _____

Title: Mayor

MUNICIPAL INTERCEPT COMPANY, LLC:

By: _____

Date: _____

Title: _____

49009503.v5



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 09/23/2025
SUBJECT: RECREATION TRAILS PROGRAM REJECTION LETTER

Consideration to accept correspondence from the Mississippi Department of Wildlife, Fisheries, and Parks notifying the City of Brandon denying the City's request for funding in the Recreation Trails Program for FY 2025. The correspondence is placed on file in our permanent minutes for the City of Brandon, Mississippi.

ATTACHMENTS:

1. MS Wildlife Grant Rejection Letter



City of Brandon

SEP 22 2025

RECEIVED

MISSISSIPPI
DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS

Lynn Posey
Executive Director

September 17, 2025

The Honorable Butch Lee
Mayor, City of Brandon
P.O. Box 1539
Brandon, MS 39043

Re: 2025 Recreational Trails Program
Brandon City Park

Dear Mayor Lee:

The Outdoor Recreation Grants Division would like to thank everyone that submitted a Recreational Trails Program application. Please be advised that your application for Recreational Trails Program assistance will not be funded by the Fiscal Year 2025 appropriation. Due to the large number of applications and the apportionment received from the Federal Highway Administration, we were able to fund only a limited number of new projects.

Forty (40) Recreational Trails Program applications were received requesting a total of \$4,901,705.00. Eight (8) applications totaling \$920,682.00 were submitted and approved by the Federal Highway Administration.

Funding for the Recreational Trail Program in FY2026 is anticipated. A funding cycle will be announced once funding has been finalized. If you plan to apply for the same project in the next funding cycle and would like to review your 2025 proposal, feel free to contact me.

If you have any questions, you may contact this office by email Terry.McDill@wfp.ms.gov or phone number (601) 432-2227.

Sincerely,

A handwritten signature in blue ink that reads "Terry McDill".

Terry McDill
Outdoor Recreational Grants



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/16/2025
SUBJECT: PFAS TESTING RESULTS

Consideration to accept the PFAS testing results from Stag Liuzza, LLC, a legal firm in New Orleans, Louisiana. The correspondence is placed on file in our permanent minutes for the City of Brandon, Mississippi.

ATTACHMENTS:

1. PFAS TEST RESULTS 2025



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/03/2025
SUBJECT: **FLU SHOT CLINIC**

The City recommends a one-day flu clinic with Brandon Discount Drugs on 10/15/25 from 7:30am – 9:30am. The quote from Brandon Discount Drugs is \$30/employee. Anyone who cannot attend will have the option to go to Brandon Discount Drugs to receive their vaccination.

- Did not receive a response from Trustcare.
- Polk's Discount Drugs does not do flu shot clinics.
- Olde Towne Drugs does not do flu shot clinics.
- No response from Walgreens.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/05/2025
SUBJECT: MUNICIPAL COMPLIANCE QUESTIONNAIRE

Consideration to accept the Municipal Compliance Questionnaire for fiscal year 2025 and authorize the Mayor and Clerk to sign the same.

ATTACHMENTS:

1. 2025 Compliance Questionnaire

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 2024

To: September 2025

5. Expiration date of current elected officials' term:

June 2029

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2025

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)
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)
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

Yes

Yes

Yes

Yes

Yes

PART V - Taxes and Other Receipts

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

Yes

Yes

N/A County

Yes

Yes

Yes

Yes

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

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

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

Cris Winson
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

Jereme King
Alderman Ward 5
311 Cornerstone Drive
Brandon, MS 39042
601-260-6150

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

Mark Baker
Attorney
100 Highpointe Court, Suite A
Brandon, MS 39042
601-824-7455

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2025

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: 09/29/2025
SUBJECT: NEW HIRE - ACCOUNTS PAYABLE SPECIALIST

Request permission to hire Stephanie Pickle as Accounts Payable Specialist effective October 7, 2025, and set rate of pay in accordance with the memo.

ATTACHMENTS:

1. Stephanie Pickle



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/29/2025
SUBJECT: NEW HIRES - AMPHITHEATER RUNNERS

Request permission to hire Jill Keys and Courtland Young as runners for the Amphitheater effective October 7, 2025, and set rate of pay in accordance with the memo.

ATTACHMENTS:

1. New Hires Amp Runner Memo



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 08/20/2025
SUBJECT: CLAIMS DOCKET

Consideration to approve:

- a. Docket of Claims for October 6, 2025.
- b. Fox Everett claims released on October 2, 2025.
- c. Electronic fund transfers for September 2025.

ATTACHMENTS:

1. 10.6.25 Docket
2. 10_02_2025
3. September 2025 Memo to the Board



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept# 001-000								
101688	676	CITY OF BRANDON		9/30/2025	FLOWER FUND PAY PERIOD: 8/18/25 - 9/19/25	001-000-127	12	\$118.50
101736	2791	JANI KING OF JACKSON		JAC09250425	WEDDING CLEAN UP	001-000-511	12	\$1,800.00
				JAC08250475	WEDDING CLEAN UP	001-000-511	12	\$685.00
101737	14563	JAVONE SMITH		9/29/25	ROOM RENTAL FULL REFUND	001-000-311	12	\$200.00
101744	8051	LORI SCHULER		3152	SECURITY FOR PATEL WEDDING	001-000-511	12	\$1,899.50
101795	14561	TOMMOCCIA GRANTHAM		09/09/2025	ROOM RENTAL FULL REFUND	001-000-311	12	\$200.00
Total For Department				001-000				\$4,903.00
Dept# 001-010								
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	001-010-695	1	\$122.18
Total For Department				001-010				\$122.18
Dept# 001-040								
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	001-040-605	12	\$328.92
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	001-040-525	13	\$62.53



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	001-040-695	1	\$219.92
101788	3699	STAPLES CONTRACT & COMMERCIAL, INC	20526	7006838627	office supplies	001-040-500	12	\$19.02
101791	4578	TECHSOURCE SOLUTIONS INC		71376	GEORGANNA IPAD	001-040-730	12	\$330.00
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-040-625	13	\$1,000.70
Total For Department				001-040				\$1,961.09
Dept#	001-092							
101680	4919	BROADBAND VOICE, LLC		137657	CITY HALL & LIBRARY PHONE- OCT 2025	001-092-605	1	\$1,046.89
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	001-092-605	12	\$256.10
101685	1879	CAPITOL HARDWARE COMPANY	20508	0151328-IN	remove and install one new door coordinator in Busick room door and adjust as needed	001-092-636	12	\$575.00
101687	1999	CINTAS CORPORATION NO 210		4242453681	UNIFORMS	001-092-535	12	\$3.95
						001-092-535	12	\$8.22
				4243251071	UNIFORMS	001-092-535	12	\$3.95
						001-092-535	12	\$8.22
				4244011067	UNIFORMS	001-092-535	12	\$3.95
						001-092-535	12	\$8.22
101709	2245	ENTERGY		10020419423	ENTERGY COLLECTIVE BILL- AUGUST 2025	001-092-630	12	\$9,895.06
						001-092-630	12	\$285.03



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	001-092-525	13	\$72.23
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	001-092-525	13	\$94.43
101717	14565	GILREATH CONSTRUCTION COMPANY, LLC		PAY REQUEST 1	PAY REQUEST 1 - CIVIC CENTER "BIG ROOM" RENOVATION	001-092-705	1	\$143,046.25
101718	4763	GREEN OAK GARDEN CENTER LLC	19856	29724	Annual Plant Maintance	001-092-604	12	\$150.00
101724	575	HOME DEPOT CREDIT SERVICES		2531479	PAINT ROLLERS	001-092-637	13	\$18.01
				1023129	SANDING PADS	001-092-637	13	\$49.94
				531704	NEW SS WALL OUTLET COVERS	001-092-637	13	\$5.96
				545611	PAINT BUCKET & PLASTIC DROP CLOTH	001-092-637	13	\$59.41
101725	10929	INSIGHT PUBLIC SECTOR, INC.	20542	1101313284	Adobe Acrobat Renewal 8/24/2025- 8/23/2026	001-092-600	1	\$6,737.12
101726	2567	INSURANCE MART		437433	SURETY BOND - CANDANCE HUNLEY	001-092-601	12	\$175.00
101733	623	JACKSON PAPER COMPANY	20497	1428068	copy paper	001-092-500	12	\$183.00
101736	2791	JANI KING OF JACKSON		JAC09250462	CARPET EXTRACTION (SPOTS ON CARPET)	001-092-637	12	\$100.00
101745	2416	M&R PROTECTIVE SYSTEMS INC		17116	ER SERVICE CALL- MAGLOCK ON HR DOOR NOT WORKING	001-092-636	12	\$120.00
				17156	REPAIR FIRE ALARM MONITORING SYSTEM	001-092-636	13	\$450.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	001-092-695	1	\$268.80
101751	4566	METRO BUILDING SERVICES, INC		62456	CITY HALL MEN'S RESTROOM LEAKING	001-092-636	13	\$154.80
101753	6093	MIDSOUTH ELEVATOR, LLC	18526	18526	CITY HALL ELEVATOR SERVICE	001-092-600	12	\$214.16
101761	203	MSU EXTENSION CENTER FOR		9/19/2025	2025 WINTER CLERK CONFERENCE	001-092-685	12	\$275.00
				9/19/2025 A	2025 WINTER CLERK CONFERENCE	001-092-685	12	\$275.00
				9/19/2025 B	WINTER CLERK CONFERENCE	001-092-685	12	\$275.00
101769	968	PHELPS		1443216	HINCKLEY FHA COMPLAINT	001-092-608	13	\$2,724.40
101772	9654	PROTEL, INC	19030	250900280	Call Center December 2024- September 2025	001-092-600	12	\$8.00
101776	1028	RANKIN COUNTY NEWS		252259	BUDGET PUBLICATION FY2026	001-092-615	12	\$668.04
101777	1029	RANKIN COUNTY SCHOOL DIST		8/13/2025	CPI RENT ADJUSTMENT PARCEL# 16-5-3 18J-50-10	001-092-642	12	\$81.08
101781	1109	SHERWIN WILLIAMS PAINT	20534	3049813982092 5	purchase 5 gal anew gray to paint comm delv walls	001-092-720	12	\$184.75
			20450	1445-6	purchase 5 gal of anew gray for city hall office	001-092-637	12	\$192.70
				8471-9 REISSUE	CEILING PAINT FOR SENIOR CENTER	001-092-637	13	\$30.92



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101791	4578	TECHSOURCE SOLUTIONS INC	20317	71373	scanner for Beth	001-092-729	12	\$1,100.00
			20313	71374	City Hall Security Cameras	001-092-730	12	\$1,365.00
				71496	9/1/25 MONTHLY DNS HOSTING	001-092-600	12	\$849.00
				MSP-71494	SEPT 2025 - SERVER CONTRACT FY25	001-092-600	12	\$8,765.00
				71271	CITY WIDE LABOR BILL AUGUST 2025	001-092-600	12	\$3,751.50
				71375	INSTALLATION OF CAMERAS AND CABLING 8/25/2025	001-092-600	12	\$1,384.00
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-092-625	13	\$3,502.42
101802	4935	UNITED RENTALS (N.A.), INC.	20383	252596010-001	rent 1-60' articulating boom for work downtown.	001-092-640	12	\$1,611.00
101803	11103	VESTIS GROUP INC F/K/A ARAMARK		2780373588	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	12	\$96.49
				2780372193	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	12	\$96.49
				2780370797	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	12	\$96.49
Total For Department				001-092				\$191,325.98
Dept#	001-112							
101673	2275	AT&T		601 M31-3547 001 0590	PD PHONE SERVICES - 9/23/2025- 10/22/2025	001-112-605	12	\$243.96



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101680	4919	BROADBAND VOICE, LLC		137659	PD PHONE AND FAX LINE-OCT 2025	001-112-605	1	\$824.97
101681	4573	BRYHN BECK		09-18-2025	PICK UP PD CARS IN KANSAS	001-112-610	12	\$77.69
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	001-112-605	12	\$459.63
101692	4293	COMCAST CABLE		8396 41 061 0147155	PD TV SERVICES - 09/18/2025- 10/17/2025	001-112-605	12	\$274.48
101704	14231	DELTA UTILITIES AGGREGATOR, LLC		3194068-7 SEPT 25	1455 W GOVERNMENT ST A SEPT 2025	001-112-630	12	\$83.36
				3194065-3	213 POINDEXTER ST	001-112-630	12	\$44.18
				3133152-3	629 MARQUETTE RD	001-112-630	12	\$48.32
				6641534-0	1351 W GOVERNMENT ST	001-112-630	12	\$349.38
				10594862-4	147 KENNEDY FARM PKWY	001-112-630	12	\$65.84
101709	2245	ENTERGY		10020419423	ENTERGY COLLECTIVE BILL- AUGUST 2025	001-112-630	12	\$4,056.03
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	001-112-525	13	\$2,950.07
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	001-112-525	13	\$2,266.33
101726	2567	INSURANCE MART		437294	SURETY BOND - HANNAH MCMINN	001-112-601	12	\$175.00
				437295	SURETY BOND - KRISTEN CHANTELL WILLIAMS	001-112-601	13	\$175.00
101732	1161	JACKSON COMMUNICATIONS	20208	1648	labor to swap fenix	001-112-635	12	\$390.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101735	13635	JAM-PAK LLC	20533	519668	one controller for 4200 data link CLEANING SUPPLIES	001-112-510	12	\$14.96
101739	2340	JERRY KING		09-18-2025	PICK UP PD CARS IN KANSAS	001-112-610	12	\$58.13
101742	10529	K&S TRUCKING LLC	20518	32784	Tire mount & balance. Tire disposal. Car # 21-002	001-112-635	12	\$32.00
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	001-112-635 001-112-695	12 1	\$10.00 \$855.26
101757	4590	MS DEPT OF REVENUE		09-19-2025	TAGS FOR PD VEHICLES	001-112-690	12	\$84.00
101768	13687	PETTY CASH - CANDANCE HUNLEY		9/19/2025	VEHICLE REGISTRATION PD	001-112-690	12	\$90.00
101771	3565	POLLCHAPS LLC	20444	25471	PATCH HATS AND SHIRTS	001-112-535	13	\$700.00
						001-112-535	13	\$670.00
						001-112-535	13	\$1,099.50
						001-112-535	13	\$328.35
						001-112-535	13	\$23.90
						001-112-535	13	\$328.35
						001-112-535	13	\$23.90
101782	5241	SHRED-IT		8012124700	PD SHRED SERVICES- 9/03/2025	001-112-600	12	\$166.63
101784	1118	SIRCHIE ACQUISITION COMPANY LLC	20416	0710070-IN	CID order	001-112-550	12	\$41.35
						001-112-550	12	\$132.08
						001-112-550	12	\$136.60
101791	4578	TECHSOURCE SOLUTIONS INC	18533	71497	9/1/25 PD MONTHLY FIREWALL	001-112-605	12	\$530.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-112-625	13	\$11,508.00
101805	9523	WIERHOUSE LIVING LLC		02-25 GENERAL SERVICES	02-25 GENERAL SERVICES	001-112-720	12	\$4,900.00
101806	9618	WILLIAM CRISS LOTT, PH.D.		1197	LEO EVALUATION - MARTIN, LAFAYETTE	001-112-600	12	\$450.00
Total For Department				001-112				\$34,667.25

Dept#	001-161							
101667	4693	ADAMS TRIM DESIGNS, INC	20293	I-115372	INSTALL AND MAKE GRAPHICS FOR 2008 FORD	001-161-635	12	\$1,015.00
101670	2732	ALERT-ALL CORP	20549	225090718	FIRE SAFETY MATERIAL-HOME DEPOT SAFETY FAIR	001-161-687	12	\$192.50
						001-161-687	12	\$192.50
						001-161-687	12	\$192.50
						001-161-687	12	\$112.00
						001-161-687	12	\$135.00
						001-161-687	12	\$170.00
101671	10473	AMAZON	20544	1LCQ-KRWF-96V4	GRABBER REACHER TOOL & TERRY CLOTH TOWELS	001-161-550	12	\$113.85
						001-161-550	12	\$67.98
101679	13903	BRADY INDUSTRIES OF MS LLC	20569	10648201	CLEANING SUPPLIES	001-161-510	12	\$317.44
						001-161-510	12	\$149.95
101680	4919	BROADBAND VOICE, LLC		137653	FD-1 PHONE-OCT 2025	001-161-605	1	\$72.41



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	001-161-605	12	\$455.66
101686	12555	CAVENDER STORES, LTD	19886	0299966-IN	REPLACEMENT BOOTS FOR CHANDLER	001-161-535	12	\$161.99
			20388	0304632-IN	WORK BOOTS FOR TYLER HERRING	001-161-535	12	\$165.00
			20521	0305428-IN	REPLACEMENT BOOTS/BRIAN ROBERTS	001-161-535	12	\$165.00
			20521	0306378-IN	REPLACEMENT BOOTS/HEATH CLARK	001-161-535	12	\$165.00
			20546	0306379-IN	REPLACEMENT BOOTS FOR JEFF ALLEN	001-161-535	12	\$165.00
			20546	0306479-IN	REPLACEMENT BOOTS FOR GOOLSBY	001-161-535	12	\$165.00
101693	12880	COMSOUTH INC	20481	210920	SPEAKER MICS	001-161-550	12	\$562.65
			20239	210924	REPAIR RADIO AND SPEAKERS AT STATION 1	001-161-636	12	\$350.00
101694	274	CONSOLIDATED PIPE & SUPPLY CO., INC.	20565	MS00413421	PITO PART FOR DIFFUSER	001-161-550	12	\$294.00
101700	1913	DAVID JEFCOAT PEST CONTROL		46498	QTRLY PEST CONTROL - FS#5	001-161-600	12	\$60.00
101703	13531	DELTA FIRE & SAFETY INC	20529	INVTX25-5348	SCBA MASK BAGS	001-161-550	12	\$622.50
101704	14231	DELTA UTILITIES AGGREGATOR, LLC		3194066-1 SEPT 25	16 WOODGATE DR SEPT 2025	001-161-630	12	\$57.60
101707	3820	EMERGENCY EQUIP PROFESSIONALS	20519	519801	ANNUAL INSPECTION OF AIR PACKS	001-161-636	12	\$1,589.33
			20532	520065	REPAIR PRIMER ON 91 PIERCE	001-161-635	12	\$25.00
						001-161-635	12	\$780.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101709	2245	ENTERGY		10020419423	ENTERGY COLLECTIVE BILL- AUGUST 2025	001-161-635 001-161-635 001-161-630	12 12 12	\$145.00 \$40.00 \$723.12
						001-161-630 001-161-630 001-161-630 001-161-630 001-161-630 001-161-630 001-161-630 001-161-630 001-161-630	12 12 12 12 12 12 12 12 12	\$4.47 \$6.22 \$4.47 \$4.47 \$4.47 \$72.04 \$481.02 \$75.21 \$786.22
101712	7770	ESI SUPPLY, LLC	20522	58768	PALLETS OF WATER	001-161-687	12	\$756.00
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	001-161-525	13	\$600.99
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	001-161-525	13	\$795.60
101715	463	FREDERICK'S SALES & SERV.	20431	01-122789	REPAIR OF CHAIN SAW	001-161-636	12	\$74.25
101716	476	GEORGE'S DOOR SERVICE	20260	052980	APPROVED BY BOARD-2 QUOTES- REPLACE ALL 3 BAY DOORS AT STATION 1	001-161-710	12	\$27,681.00
101724	575	HOME DEPOT CREDIT SERVICES	20571	9534039	EQUIPMENT FOR SPECIAL RESPONSE VEHICLE	001-161-550	13	\$1,730.71
						001-161-550	13	(\$34.61)
			20571	8224935	EQUIPMENT FOR	001-161-550	13	\$1,265.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					SPECIAL RESPONSE VEHICLE	001-161-550	13	(\$25.30)
101728	609	INTERSTATE ALL BATTERY CENTER	20545	1902501042775	STREAMLIGHT BATTERY	001-161-550	13	\$32.40
101735	13635	JAM-PAK LLC	20570	521198	MULTI FOLD TOWELS	001-161-510	12	\$223.12
						001-161-510	12	\$64.72
						001-161-510	12	\$105.20
			20533	519668-1	CLEANING SUPPLIES	001-161-510	12	\$74.70
						001-161-510	12	\$134.64
101741	1906	JUSTIN ADCOCK		09-29-2025	REPLACEMENT WORK BOOTS/JUSTIN ADCOCK	001-161-535	12	\$139.09
101742	10529	K&S TRUCKING LLC	20528	32751	TIRES FOR CHIEFS TRUCK	001-161-540	12	\$1,140.00
						001-161-540	12	\$20.00
						001-161-540	12	\$0.00
			20573	32904	OIL CHANGE FOR FD-1 UNIT	001-161-635	12	\$100.00
			20573	32905	WATER PUMP FOR DODGE RAM	001-161-635	12	\$635.00
101743	1734	LANGFORD WATER ASSOCIATION, INC		SEPT 2025	FS# 4 WATER - 8/1/2025-9/6/2025	001-161-630	12	\$39.37
101748	2687	MARTIN BLOUGH CO	19155	i6354	10# ABC EXTINGUISHER	001-161-550	12	\$98.00
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	001-161-695	1	\$953.01
101752	776	MID SOUTH UNIFORM	20259	661884	BELTS FOR CHANDLER AND JACKSON/ WHITE SHIRTS-CLAYTON	001-161-535	12	\$120.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					AND ALLEN	001-161-535	12	\$0.00
						001-161-535	12	\$0.00
						001-161-535	12	\$0.00
			20297	661885	REPLACEMENT JACKET AND SHIRT FOR BC STRINGER	001-161-535	12	\$283.64
						001-161-535	12	\$92.99
						001-161-535	12	\$8.45
101755	14506	MISSISSIPPI PRO DESIGN CENTER, LLC	20436	29160	repair fiberglass shower floor from additional cracking and seal all floor holes	001-161-636	12	\$1,500.00
101758	805	MS FIRE CHIEFS ASSOCIATION		09-17-2025	REGISTRATION FOR MID-WINTER FIRE CHIEF'S CONFERENCE	001-161-696	12	\$400.00
101766	931	O'REILLY AUTO PARTS	20328	1129-107176	BLANKET PO FOR BULBS, FLUIDS, ETC	001-161-635	12	\$151.19
			20328	1129-108410	SEALED BEAM	001-161-635	12	\$21.01
			20328	1129-108581	BATTERY	001-161-635	12	\$218.39
101767	5801	PAFFORD EMS		10/01/2025	ANNUAL DUES BASED ON 2020 CENSUS	001-161-695	1	\$3,770.70
101787	6085	SOUTHERN TIRE MART, LLC	20531	2600219366	REAR TIRES FOR ENGINE 2- QUANTUM	001-161-540	12	\$7.50
						001-161-540	12	\$260.00
						001-161-540	12	\$8.00
						001-161-540	12	\$31.80
						001-161-540	12	\$40.00
						001-161-540	12	\$2,055.16
						001-161-540	12	\$0.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101789	1158	STATE FIRE ACADEMY	20435	11859	SEPTEMBER FIRE ACADEMY CLASSES	001-161-685	12	\$250.00
			20435	11858	SEPTEMBER FIRE ACADEMY CLASSES	001-161-685	12	\$250.00
			20435	11974	SEPTEMBER FIRE ACADEMY CLASSES	001-161-685	12	\$500.00
			20236	33163	CPR CARDS	001-161-685	12	\$100.00
				11831	AGILITY TEST - TOWNSEND & NEELY	001-161-685	12	\$40.00
			20236	33169	2 BLS CARDS/JERRY KING	001-161-685	12	\$20.00
			20435	12111	ADVANCED ROPE RESCUE WORKSHOP - ADCOCK & BECK	001-161-685	1	\$120.00
101791	4578	TECHSOURCE SOLUTIONS INC	20080	71272	32" SAMSUNG MONITOR FOR DEPUTY CHIEF	001-161-729	12	\$215.00
101794	14515	TIMECLOCK PLUS, LLC	20589	INV00441047	ANNUAL SUBSCRIPTION FOR SCHEDULER 11/1/25-10/31/26	001-161-602	1	\$4,996.06
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-161-625	13	\$10,006.95
Total For Department				001-161				\$72,931.30

Dept#	001-180							
101675	1873	BENCHMARK ENGINEERING		27907	GENERAL SERVICES	001-180-607	12	\$4,070.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	001-180-605	12	\$559.94
101701	3489	DAVID STEVENS		9/23/2025	ROLL CALL 9/22/2025 & 9/12/2025 CMPDD	001-180-600	12	\$200.00
101710	14125	ERIC SKIPPER		9/23/2025	ROLL CALL 9/22/2025 & 9/12/2025 CMPDD	001-180-600	12	\$200.00
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	001-180-525	13	\$46.70
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	001-180-525	13	\$94.81
101726	2567	INSURANCE MART		437373	SURETY BOND - JESSICA CARR	001-180-601	12	\$175.00
				437293	SURETY BOND - WILLIAM MORAN	001-180-601	12	\$175.00
101730	12702	J. THOMAS EVANS, JR.		9/23/2025	ROLL CALL 9/22/2025	001-180-600	12	\$100.00
101734	10560	JAMES W. BROOCKS		9/23/2025	ROLL CALL 9/12/2025 CMPDD	001-180-600	12	\$100.00
101738	13432	JEFFREY LYNN BULLOCK		9/23/2025	ROLL CALL 9/22/2025 & 9/12/2025 CMPDD	001-180-600	12	\$200.00
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	001-180-695	1	\$146.62
101776	1028	RANKIN COUNTY NEWS		252182	ORDINANCE - ALDERMAN'S SALARY	001-180-615	12	\$24.60
				252172	KENNEDY FARM PARKWAY MULTI- USE PATH	001-180-615	12	\$124.00
				252261	PUBLIC HEARING - TEMP. MORATORIUM	001-180-620	12	\$127.68



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				252342	ORDINANCE REZONING ORC TO J-1 LIGHT INDUSTRIAL	001-180-620	12	\$109.08
				252343	ORDINANCE REZONING FROM CC TO 1-1 LIGHT INDUSTRIAL	001-180-620	12	\$123.60
101788	3699	STAPLES CONTRACT & COMMERCIAL, INC	20526	7006838627	office supplies	001-180-500	12	\$8.76
						001-180-500	12	\$11.22
						001-180-500	12	\$3.87
						001-180-500	12	\$48.60
101790	2708	SUZANNE ROSS		9/23/2025	ROLL CALL 9/22/2025 & 9/12/2025 CMPDD	001-180-600	12	\$200.00
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-180-625	13	\$500.35
101799	14562	TRUSTMARK VISA/MC - MARY ANN HESS		09-29-2025	PLANNING CONFERENCE REGISTRATION/JO EY & RANDY	001-180-685	12	\$629.26
101805	9523	WIERHOUSE LIVING LLC		ARB 09/25	ARB 09-25	001-180-607	12	\$4,800.00
101808	1708	WOLVERTON ENTERPRISE INC.	20525	20253536	business cards	001-180-620	12	\$65.00
Total For Department				001-180				\$12,844.09

Dept#	001-201							
101668	18	ADAPCO, INC.	20487	SI301002452	Stock at Shop - Mineral Oil	001-201-515	12	\$38.00
						001-201-515	12	\$3,195.92
101672	10919	AMBIANCE LANDSCAPES, LLC	19620	20204	Marquette Rd Bi- Weekly Service-B/A 4/7/2025	001-201-600	12	\$1,206.12



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101675	1873	BENCHMARK ENGINEERING		27887	MOST GRANT-MARQUETTE RD PEDESTRIAN PATH	001-201-703	12	\$3,037.50
				27889	HWY 80 CROSSOVER IMP PROJECT FY25	001-201-703	12	\$41.25
				27900	HWY 80 SINKHOLE ACROSS FROM DAIRY QUEEN	001-201-607	12	\$1,860.00
				27901	SURVEY/504 S COLLEGE ST & PRESCOTT DR ROW	001-201-607	12	\$120.00
				27903	2025 COB MPO TA FUNDING APPS	001-201-703	12	\$3,735.00
				27905	COB 2025 MOSTF APPLICATIONS	001-201-703	12	\$6,783.75
				27907	GENERAL SERVICES	001-201-607	12	\$881.25
				27909	MPO-MARQUETTE MULTI-USE TRAIL	001-201-703	12	\$305.76
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	001-201-605	12	\$140.74
101687	1999	CINTAS CORPORATION NO 210		4242453681	UNIFORMS	001-201-535	12	\$5.74
						001-201-535	12	\$5.35
						001-201-535	12	\$6.31
				4243251071	UNIFORMS	001-201-535	12	\$5.74
						001-201-535	12	\$5.35
						001-201-535	12	\$6.31
				4244011067	UNIFORMS	001-201-535	12	\$5.74
						001-201-535	12	\$5.35
						001-201-535	12	\$6.31
101690	2607	CLARKE POWER SERVICES	20288	S108030566:01	REMAINING BALANCE INV# S108030566-01	001-201-637	12	\$2,448.66



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101691	4106	CLEO MCKINION		1219	ASPHALT REPAIRS- PSA B/A 2/18/2025	001-201-637	12	\$1,785.00
				1220	ASPHALT REPAIRS- PSA B/A 2/18/2025	001-201-637	12	\$3,257.50
101695	2442	CORE & MAIN, LP	20099	X278774	Replace damaged storm drain inlet Stock at shop	001-201-637	12	\$4,342.98
101702	4845	DEEP SOUTH LAND IMPROVEMENT, LLC		1963	FY25 CUTTING COB MOWING-B/A 3/17/2025	001-201-600	12	\$31,836.00
101708	2190	ENTERGY		265007141331	HWY 80 AT TRICKHAMBRIDGE RD SIGNAL	001-201-630	12	\$134.77
				435004797275	405 CROSSGATES BLVD	001-201-630	12	\$153.06
				185008262723	498 CROSSGATES BLVD	001-201-630	12	\$181.57
101709	2245	ENTERGY		10020419423	ENTERGY COLLECTIVE BILL- AUGUST 2025	001-201-630	12	\$26.29
						001-201-630	12	\$242.47
						001-201-630	12	\$1,031.33
						001-201-630	12	\$86.38
						001-201-630	12	\$118.46
						001-201-630	12	\$57.96
						001-201-630	12	\$32,788.47
						001-201-630	12	\$160.62
						001-201-630	12	\$235.24
						001-201-630	12	\$757.33
						001-201-630	12	\$137.81
						001-201-630	12	\$61.44
						001-201-630	12	\$100.45
						001-201-630	12	\$80.81
						001-201-630	12	\$127.08



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						001-201-630	12	\$127.82
						001-201-630	12	\$205.88
						001-201-630	12	\$150.34
						001-201-630	12	\$63.25
						001-201-630	12	\$161.08
						001-201-630	12	\$101.66
						001-201-630	12	\$117.82
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	001-201-525	13	\$117.71
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	001-201-525	13	\$70.48
101715	463	FREDERICK'S SALES & SERV.	20500	01-126652	Weed Eater String	001-201-636	12	\$389.85
101724	575	HOME DEPOT CREDIT SERVICES		25178	4X8 PLYWOOD & 2X6-8 SYP	001-201-637	13	\$65.92
						001-201-637	13	(\$1.32)
101731	1303	JACK-KNIFED TRAILER	20113	75482	VIN #9534 Belshe Lowboy Equipment Trailer - new tires	001-201-540	12	\$260.00
101746	12879	MAGCOR INDUSTRIES		136169	P/R REIMBURSEMENT FOR WORK RELEASE 8/31/2025-9/13/2025	001-201-604	12	\$9,994.43
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	001-201-695	1	\$73.31
101783	12927	SIMS, SPENGLER & TRUSSELL LLC		09-02-25	EXPENSES - PLACEMENT OF PW DIRECTOR	001-201-600	12	\$921.02
101787	6085	SOUTHERN TIRE MART, LLC	20499	2600218934	VIN #5746 2016 Freightliner Dump Truck New Tire - drivers side, outside rear tire	001-201-540	12	\$547.10



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-201-625	13	\$4,002.78
Total For Department				001-201				\$118,918.30
Dept#	001-220							
101671	10473	AMAZON		1YGW-9QR4-CKD4	SUPPLIES - PATRIOTS DAY BREAKFAST	001-220-591	12	\$296.03
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025-09/18/2025	001-220-605	12	\$171.04
101778	12430	REBECCA EVANS		727	PATRIOT'S DAY BREAKFAST	001-220-649	12	\$3,442.50
101788	3699	STAPLES CONTRACT & COMMERCIAL, INC	20526	7006838627	office supplies	001-220-500	12	\$19.00
101798	12065	TRUSTMARK VISA/MC - BUTCH LEE		CK #173	DINNER FOR PATRIOTS DAY SPEAKER	001-220-500	12	\$6.68
101800	14358	TRUSTMARK VISA/MC- CHARLES PITCOX		151309061042	HOBBY LOBBY- PATRIOTS DAY FLORALS	001-220-648	12	\$309.29
				TR #04137	WALMART- PATRIOTS DAY	001-220-591	12	\$35.10
				ORDER #10340322710	SAM'S CLUB- PATRIOTS DAY BREAKFAST	001-220-591	12	\$126.94
				2121-2-5580-940613-24.8.1	OFFICE DEPOT- PATRIOTS DAY BREAKFAST	001-220-591	12	\$358.35
								\$14.39
Total For Department				001-220				\$4,779.32



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
Dept#		001-340						
101675	1873	BENCHMARK ENGINEERING		27895	PARKS-2025 RECREATIONAL TRAILS GRANT	001-340-706	12	\$6,380.00
101680	4919	BROADBAND VOICE, LLC		137655	AMP AND P&R PHONE-OCT 2025	001-340-605	1	\$196.58
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	001-340-525	13	\$446.40
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	001-340-525	13	\$305.01
101724	575	HOME DEPOT CREDIT SERVICES		8013660	SUN YELLOW PAINT	001-340-637	13	\$67.80
						001-340-637	13	(\$1.36)
				8013712	DAISY YELLOW AND SUN YELLOW PAINT	001-340-637	13	\$14.76
						001-340-637	13	(\$0.30)
				4025592	ORBIT SANDER FOR CITY PARK PICNIC TABLES	001-340-637	13	\$94.94
						001-340-637	13	(\$1.90)
101748	2687	MARTIN BLOUGH CO	20555	16381FS	Bi-annual fire suppression inspection	001-340-636	12	\$1,050.00
101780	13279	SAYLE OIL COMPANY INC	19768	877695	off-road diesel-tank on Marquette Rd	001-340-525	12	\$1,054.71
			19768	877692	off-road diesel-tank on Marquette Rd	001-340-525	12	\$1,292.10
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-340-625	13	\$7,505.22
Total For Department				001-340	\$18,403.96			



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept# 001-342								
101677	12360	BLACK FORREST LAWN CARE LLC	19503	3903	Cemetery Mowing & Trimming-B/A 3/3/2025	001-342-604	12	\$255.00
						001-342-604	12	\$1,550.00
						001-342-604	12	\$1,080.00
						001-342-604	12	\$255.00
			19503	3932	Cemetery Mowing & Trimming-B/A 3/3/2025	001-342-604	12	\$255.00
						001-342-604	12	\$255.00
						001-342-604	12	\$1,080.00
						001-342-604	12	\$1,550.00
101702	4845	DEEP SOUTH LAND IMPROVEMENT, LLC	20516	1970	MOW & BUSHHOG 2 LOTS	001-342-604	12	\$4,500.00
101709	2245	ENTERGY		10020419423	ENTERGY COLLECTIVE BILL-AUGUST 2025	001-342-630	12	\$83.38
Total For Department				001-342				\$10,863.38

Dept# 001-350								
101680	4919	BROADBAND VOICE, LLC		137657	CITY HALL & LIBRARY PHONE-OCT 2025	001-350-605	1	\$337.10
101704	14231	DELTA UTILITIES AGGREGATOR, LLC		3015580-8 SEPT 25	1475 W GOVERNMENT ST SEPT 2025	001-350-630	12	\$802.00
101709	2245	ENTERGY		10020419423	ENTERGY COLLECTIVE BILL-AUGUST 2025	001-350-630	12	\$6,992.49
101727	11118	INTERIOR EXTERIOR ENTERPRISES, LLC	20491	4096453-00	purchase 4 ctn of	001-350-637	12	\$384.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101736	2791	JANI KING OF JACKSON	20362	JAC08250456	Armstrong 1732 (2' x 2') ceiling tiles for fire damaged kitchen clean carpet in children's story time room only	001-350-637	12	\$225.00
101751	4566	METRO BUILDING SERVICES, INC		62536	ER REPAIR-NO A/C-CHILLER DOWN AT LIBRARY	001-350-636	13	\$414.00
			20536	62448	unstop women's restroom toilet	001-350-636	13	\$154.80
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-350-625	13	\$1,501.04
Total For Department				001-350				\$10,810.43
Dept#	001-351							
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	001-351-625	13	\$500.35
Total For Department				001-351				\$500.35
Fund Total				001				\$483,030.63



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		004-500						
101671	10473	AMAZON	20596	193C-D9FK-4DPP	Amp supplies	004-500-500	12	\$43.47
101672	10919	AMBIANCE LANDSCAPES, LLC	19620	20203	Amp Weekly Service- B/A 4/7/2025	004-500-600	12	\$25,408.20
101674	1944	BEN NELSON GOLF & UTILITY VEHICLES	20507	01-194126	rent 2-4 pass and 1-2 pass for Hardy concert	004-500-640	12	\$750.00
			20558	01-194659	GOLF CART RENTALS/WHISKEY MYERS	004-500-640	13	\$750.00
101679	13903	BRADY INDUSTRIES OF MS LLC	19724	10635421	concert janitorial supplies	004-500-510	13	\$168.60
			19724	10585876	concert janitorial supplies	004-500-510	13	\$103.89
			19724	10629764	concert janitorial supplies	004-500-510	13	\$729.83
101680	4919	BROADBAND VOICE, LLC		137655	AMP AND P&R PHONE-OCT 2025	004-500-605	1	\$156.74
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	004-500-605	12	\$106.26
101687	1999	CINTAS CORPORATION NO 210		4244565053	MATS FOR AMP	004-500-510	12	\$302.31
				4243821261	MATS FOR AMP	004-500-510	12	\$302.31
101705	3716	DIRECTV		028469680X250 917	AMP TV SERVICES-	004-500-605		\$217.99
101706	370	ELCON ELECTRICAL CO. INC.	19640	53370	AMP/HARDY Show Staff-Electricians FY25	004-500-600	13	\$540.00
			19640	53372	AMP/WHISKEY MYERS Show Staff- Electricians FY25	004-500-600	13	\$540.00
				53371	AMP/HARDY OUTSIDE KITCHEN	004-500-600	13	\$884.34



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101709	2245	ENTERGY		10020419423	SET UP ENTERGY COLLECTIVE BILL- AUGUST 2025	004-500-630	12	\$7,834.16
101713	10308	EZ WHEELS INC	20469	2154	Kubota RTVX4- SKLH-1 RTV & Accessories	004-500-730	12	\$17,927.17
			20469	21920	Kubota RTVX4- SKLH-1 RTV & Accessories	004-500-730	12	\$2,420.61
			20468	21726	ANNUAL EQUIPMENT MAINTENANCE	004-500-636	13	\$369.93
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	004-500-525	13	\$272.27
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	004-500-525	13	\$36.57
101722	5426	HERC RENTALS INC	20506	35865067	rent one 5K lb fold lift for Hardy Concert	004-500-640	12	\$690.00
101724	575	HOME DEPOT CREDIT SERVICES		4511272	NEW BLINDS FOR TICKET OFFICE WINDOWS	004-500-637	13	\$68.94
101726	2567	INSURANCE MART		437434	AMP PE BLANKET BOND #4	004-500-601	12	\$580.00
101729	1241	J L ROBERTS MECHANICAL	19641	SD5799	AMP - Show Staffing- HVAC/Plumb FY25 - HARDY	004-500-600	12	\$1,050.00
101736	2791	JANI KING OF JACKSON	19617	JAC08250458	AMP - Show Cleaning Staff	004-500-510	12	\$4,520.00
			20250	JAC09250466	one time special cleaning of greenroom bathrooms	004-500-510	12	\$125.00
				JAC09250464	EXTRA DAY PORTERS - HARDY	004-500-637	12	\$100.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				JAC09250463	DEEP CLEAN IN KITCHEN AFTER HARDY CONCERT	004-500-637	12	\$450.00
			19617	JAC09250467	AMP - Show Cleaning Staff	004-500-510	12	\$3,650.00
						004-500-510	12	\$4,520.00
				JAC09250465	ENTERGY-CB AFTER CLEAN FOR ENTERGY	004-500-510	12	\$225.00
101744	8051	LORI SCHULER		3169	EVENT STAFF-HARDY	004-500-600	12	\$5,771.15
				3168	SECURITY STAFF-HARDY	004-500-600	12	\$9,218.33
101746	12879	MAGCOR INDUSTRIES		136169	P/R REIMBURSEMENT FOR WORK RELEASE 8/31/2025-9/13/2025	004-500-604	12	\$2,236.25
101748	2687	MARTIN BLOUGH CO	20554	i6380FS	Bi-annual fire suppression inspection	004-500-636	12	\$235.00
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025-10/31/2025	004-500-695	1	\$73.31
						004-500-695	1	\$250.00
101750	10039	Melanie Duncan Thortis		1063	PHOTOGRAPHY - HARDY CONCERT	004-500-600	12	\$300.00
				1064	PHOTOGRAPHY - WHISKEY MYERS	004-500-600	12	\$300.00
101751	4566	METRO BUILDING SERVICES, INC		62455	AMP TOILET REPAIRS	004-500-636	13	\$154.80
101754	13239	MIGHTY FRESH LLC	20078	i15275	AMP - Show Product Rental - Portable Toilets FY25	004-500-640	12	\$170.00
			19882	i12881	PORTA JOHN RENTAL (2)	004-500-640	13	\$170.00
101756	5600	MITY-LITE, INC.	20243	00192139	Board Approved 7/21	004-500-636	12	\$34,743.51

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					Purchase 500 folding chairs			
			20243	00192207	Board Approved 7/21 Purchase 500 folding chairs	004-500-636	12	\$4,806.15
101764	768	NEXAIR, LLC	20471	0013691157	rent (6) 20 lb propane tanks for Hardy Concert	004-500-640	12	\$180.17
101770	2707	PITNEY BOWES INC / SUPPLIES	20541	1028122326	postage machine supplies	004-500-500	12	\$71.39
101791	4578	TECHSOURCE SOLUTIONS INC	18535	71495	9/1/2025 POS SYSTEM AGREEMENT-B/A 2/20/24	004-500-600	12	\$6,856.96
101793	11832	THE LANDING PLANT & FEED LLC	20576	42853	pine straw for Amp planting beds	004-500-637	13	\$2,480.00
101796	7093	TOTAL EQUIPMENT MAINTENANCE COMPANY	20364	145586	diagnose and repair vip kitchen dishwasher	004-500-636	12	\$913.71
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	004-500-625	13	\$16,511.47
101798	12065	TRUSTMARK VISA/MC - BUTCH LEE		E/7422936	FUEL FOR UNITED RENTAL VAN	004-500-525	12	\$8.45
				9M48N3	SUV RENTAL AMP	004-500-640	12	\$190.20
101800	14358	TRUSTMARK VISA/MC- CHARLES PITCOX		REF #525441203555	VIP AMP/HARDY CONCERT	004-500-609	12	\$259.04
				Total For Department	004-500			\$161,743.48
				Fund Total	004			\$161,743.48



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		100-000						
101689	8046	CITY OF PEARL		9/22/2025	REIMBURSEMENT FOR GARBAGE COLLECTION FEES SEPT. 2025	100-000-290	12	\$37.54
Total For Department				100-000				\$37.54
Dept#		100-220						
101683	11366	BURGERS & BLUES LLC		000360	INMATE MEALS - 9/19/25	100-220-520	12	\$300.00
				000375	inmate meals 9/29/25	100-220-520	12	\$290.00
101687	1999	CINTAS CORPORATION NO 210		4242453681	UNIFORMS	100-220-535	12	\$9.86
				4243251071	UNIFORMS	100-220-535	12	\$9.86
				4244011067	UNIFORMS	100-220-535	12	\$9.86
101696	10569	CROSS COUNTRY GROCERY, INC		1027228	INMATE MEALS 9/12/2025	100-220-520	12	\$247.69
101697	4870	CROW BURLINGAME CO.	20502	60060013726	VIN #4366 2016 Chevy Sanitation Van - new battery	100-220-635	12	\$140.00
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	100-220-525	13	\$251.32
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	100-220-525	13	\$230.95
101759	11299	MSLCP, LLC		666547	INMATE MEALS 9/18/25	100-220-520	12	\$219.09
101774	2583	RAMEY'S		161074	inmate meals - 9/20/25	100-220-520	12	\$5.34
				160893 9/18/25	INMATE MEALS 9.18.25	100-220-520	12	\$61.24



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				160420 9/11/25	INMATE MEALS 9/11/25	100-220-520	12	\$24.98
				161203 9/22/25	INMATE MEALS 9/22/25	100-220-520	12	\$269.94
				160997 9/19/25	INMATE MEALS 9/19/25	100-220-520	12	\$29.34
				160707	INMATE MEALS 9/15/25	100-220-520	12	\$301.87
				160826	INMATE MEALS 9/17/25	100-220-520	12	\$35.17
				160493	INMATE MEALS 9/12/25	100-220-520	12	\$30.43
				160771	INMATE MEALS 9/16/25	100-220-520	12	\$31.56
				161244	INMATE MEALS 9/23/25	100-220-520	12	\$55.51
				161393	INMATE MEALS 9/25/25	100-220-520	12	\$37.16
				161333	INMATE MEALS 9/24/25	100-220-520	12	\$27.89
				161461	INMATE MEALS 9/26/25	100-220-520	12	\$29.38
				161723	INMATE MEALS - 9/29/25	100-220-520	12	\$256.90
				161807	INMATE MEALS 9/30/25	100-220-520	12	\$30.86
101785	1851	SONIC		149 9/17/25	INMATE MEALS 9/17/2025	100-220-520	12	\$234.11
				214 9/20/2025	INMATE MEALS	100-220-520	12	\$73.15
				151 9/11/25	INMATE MEALS 9/11/25	100-220-520	12	\$201.09
				128	INMATE MEALS 9/25/25	100-220-520	12	\$275.69
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	100-220-625	13	\$3,002.09



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101804	8048	WALTER L. HARVEY		9/16/25	INMATE MEALS 9/16/25	100-220-520	12	\$300.00
				Total For Department	100-220			\$7,022.33
				Fund Total	100			\$7,059.87



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	300-610							
101669	19	ADCAMP, INC.		PAY REQUEST #11-FINAL REVISED-2024 SOP	2024 STREET OVERLAY PROJECT #2024- 01/PAY REQUEST #11-REVISED FINAL/2024 GO BOND	300-610-712		\$35,000.30
Total For Department				300-610				\$35,000.30
Fund Total				300				\$35,000.30



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	314-600							
101675	1873	BENCHMARK ENGINEERING		27882	HB603-KENNEDY FARM PKWY SIDEWALK PROJECT	314-600-718	12	\$362.50
				27883	HB603-2024 OVERLAY PROJECT	314-600-718	12	\$345.00
				27884	HB603-GRANTS FERRY PKWY WIDENING PROJECT	314-600-718	12	\$18,623.75
				27885	HB603-GLEN ARBOR SUBDV STORM DRAIN PIPE REPL	314-600-718	12	\$5,880.00
				27886	SB2948-DINING ST POINDEXTER NEW PARKING LOT 2024	314-600-717	12	\$2,318.75
				27894	SRLF & 592 GRANT- GFP/STRATFORD SUBDV WATER WELL	314-600-701	12	\$618.75
				27896	HB603-ALEX SEAL LANE WATERLINE IMP PROJECT	314-600-718	12	\$1,005.00
				27897	HB603-STIBLING LN DISOTELL BLVD IMP PROJECT	314-600-718	12	\$1,550.00
				27902	SB2948-DT SIDEWALK IMP AT BURGERS & BLUES	314-600-717	12	\$1,920.00
				27908	SRLF & 592 GRANT- NEW CORNERSTONE WATER WELL	314-600-701	12	\$2,330.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				27910	SRLF & 592 GRANT- CORNERSTONE GFP WATERLINE EXT PROJECT	314-600-701	12	\$425.00
				27911	MDEQ MCW1- BURNHAM RD WATERLINE REPLACEMENT	314-600-713	12	\$8,165.00
				27912	MDEQ MCW1- LANCE/MARTIN/EA STHAVEN SEWER REHAB	314-600-712	12	\$7,015.00
101711	14461	ERS, INC.		PAY REQUEST #2	PAY REQUEST #2 - RICHLAND CREEK STONEBRIDGE NRCS EWP DITCH PROJECT	314-600-720	12	\$337,749.59
				PAY REQUEST #3 FINAL	PAY REQUEST #3 - RICHLAND CREEK STONEBRIDGE NRCS EWP DITCH PROJECT	314-600-720	12	\$23,796.07
101720	5975	HEMPHILL CONSTRUCTION COMPANY INC		H25106-01-F- 59501	ER STORM DRAIN REPAIR	314-600-718	12	\$8,921.76
				H25090-01-F- 59147	N. BLACK ST & TAMBERLINE ST - ER STORM DRAIN PIPE REPAIR	314-600-718	12	\$29,838.23
				H25090-01-F- 59147 (2)	N. BLACK ST & TAMBERLINE ST - ER STORM DRAIN PIPE REPAIR	314-600-718	12	\$68,703.48
				H25106-01-F- 59147	N. BLACK ST & TAMBERLINE ST - ER STORM DRAIN PIPE REPAIR	314-600-718	12	\$35,523.91
				H25106-01-F- 48809	STORM DRAIN PIPE REPAIR - 329 EASTRIDGE DR	314-600-702	12	\$3,200.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101721	5975	HEMPHILL CONSTRUCTION COMPANY INC		PR#6 FINAL 9/30/25	PAY REQUEST 6 FINAL DINING POINDEXTER PARKING LOT	314-600-718 314-600-717	12	\$4,336.32 \$22,153.19
Total For Department				314-600				\$584,781.30
Fund Total				314				\$584,781.30



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept# 400-000								
101723	14269	HOLLAN SILCOX		09-15-2025	TRAVEL ADVANCE- B/A 9/15/2025	400-000-029	12	\$306.00
Total For Department				400-000				\$306.00
Dept# 400-670								
101726	2567	INSURANCE MART		437296	SURETY BOND - ALEX WARD	400-670-601	12	\$175.00
101733	623	JACKSON PAPER COMPANY	20497	1428068	copy paper	400-670-500	12	\$228.75
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	400-670-695	1	\$171.05
101765	10748	OFFICE INNOVATIONS, INC	20422	17579	Labor - Disassemble and Reassemble Cubicle Desks	400-670-604	12	\$1,800.00
101770	2707	PITNEY BOWES INC / SUPPLIES	20541	1028122326	postage machine supplies	400-670-500	12	\$80.74
101772	9654	PROTEL, INC	19030	250900280	Call Center December 2024- September 2025	400-670-600	12	\$3,121.50
101788	3699	STAPLES CONTRACT & COMMERCIAL, INC	20526	7006838627	office supplies	400-670-500	12	\$15.01
101792	4578	TECHSOURCE SOLUTIONS INC	20352	71377	New Computers for Sheron Mayers and Barry Cutrer	400-670-500 400-670-729	12	\$1.04 \$1,798.00
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	400-670-625	13	\$500.35
101808	1708	WOLVERTON ENTERPRISE INC.	20525	20253536	business cards	400-670-620	12	\$65.00
			20574	20253647	envelopes for public	400-670-620	12	\$294.00



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					works	400-670-620	12	\$320.00
Total For Department				400-670				\$8,570.44
Dept#	400-673							
101667	4693	ADAMS TRIM DESIGNS, INC	20366	I-115336	VIN #7988 2007 Ford F350 - window tinting	400-673-635	12	\$250.00
			20088	I-115399	VIN #1794 2005 International 7400 Dump Truck - COB logo on 2 front doors and rear	400-673-635	12	\$65.00
						400-673-635	12	\$0.00
101675	1873	BENCHMARK ENGINEERING		27881	EDGEWOOD WATERLINE LOOP	400-673-607	12	\$345.00
				27888	HYDRAULIC MODEL-COB WATER DISTRIBUTION SYSTEM	400-673-607	12	\$310.00
				27890	GIS MAPPING	400-673-607	12	\$360.00
				27892	ASSIST W/UTILITY LOCATES	400-673-607	12	\$13,322.79
				27893	WEST SUNSET WATERLINE REPL PROJECT	400-673-607	12	\$2,154.59
				27906	2025 BRANDON EDA GRANT APP	400-673-607	12	\$10,927.50
				27907	GENERAL SERVICES	400-673-607	12	\$1,815.00
101678	13958	BLAKENEY ELECTRICAL SERVICES LLC	20345	1197	new LED canopy light fixture	400-673-636	12	\$482.00
101680	4919	BROADBAND VOICE, LLC		137654	CITY SHOP PHONE- OCT 2025	400-673-605	1	\$110.35



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101682	1466	BUNCH ELECTRICAL		849276	EMERGENCY ELECTRICAL REPAIRS - NORTH ST WATER WELL	400-673-636	12	\$5,000.00
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	400-673-605	12	\$1,263.85
101687	1999	CINTAS CORPORATION NO 210		4242453681	UNIFORMS	400-673-535	12	\$4.51
						400-673-535	12	\$12.30
				4243251071	UNIFORMS	400-673-535	12	\$4.51
						400-673-535	12	\$12.30
				4244011067	UNIFORMS	400-673-535	12	\$4.51
						400-673-535	12	\$12.30
101694	274	CONSOLIDATED PIPE & SUPPLY CO., INC.	20512	MS00412966	Replace fire hydrant - 101 Cypress Way WO #52029	400-673-637	12	\$2,820.00
			20503	MS00413220	Shop Supplies	400-673-550	12	\$30.00
				MS00413295	PARTS FOR HYDRANT REPAIR	400-673-637	12	\$46.00
101697	4870	CROW BURLINGAME CO.	20504	60060013738	Cables to install inverters on trucks	400-673-550	12	\$195.00
						400-673-550	12	\$200.50
						400-673-550	12	\$19.70
			20564	60060013965	VIN #4852 2020 Dodge Ram 5500	400-673-635	12	\$71.00
						400-673-635	12	\$45.00
						400-673-635	12	\$18.00
			20581	60060013936	Tire Plugs for flats	400-673-540	12	\$32.00
				60060014171	BATTERY - 2007 FORD F350 VIN# 7988	400-673-635	12	\$144.56
101698	2183	D&S SALES	20498	39333	Reciprocating Saw Blades	400-673-550	12	\$21.70
						400-673-550	12	\$27.13



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-673-550	12	\$36.63
						400-673-550	12	\$29.89
			20479	39302	VIN #5972 CAT 305E2 Mini Excavator	400-673-636	12	\$3,390.00
						400-673-636	12	\$85.20
101699	14128	DAVID GRUMPY FARMER, INC	20379	090225-002B	Road Bore Reroute water line to 123 Pleasant Street to 10" main	400-673-604	12	\$1,500.00
101708	2190	ENTERGY		310004838686	311 OLD LAKE LAND DR WATER TANK	400-673-630	12	\$49.82
101709	2245	ENTERGY		10020419423	ENTERGY COLLECTIVE BILL- AUGUST 2025	400-673-630	12	\$3,239.59
						400-673-630	12	\$5,383.67
						400-673-630	12	\$2,406.67
						400-673-630	12	\$2,567.09
						400-673-630	12	\$938.08
						400-673-630	12	\$293.56
						400-673-630	12	\$6,805.84
						400-673-630	12	\$14.43
						400-673-630	12	\$119.69
						400-673-630	12	\$6,379.28
						400-673-630	12	\$57.96
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	400-673-525	13	\$913.05
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	400-673-525	13	\$1,136.73
101715	463	FREDERICK'S SALES & SERV.	20454	01-126650	VIN #6664 Exmark Zero Turn Mower	400-673-636	12	\$84.92
						400-673-636	12	\$89.09



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
			20453	01-126134	New chains and bar for pole saw	400-673-550	12	\$107.96
						400-673-550	12	\$44.83
			20453	01-126653	New chains and bar for pole saw	400-673-550	12	\$44.83
101720	5975	HEMPHILL CONSTRUCTION COMPANY INC		H25090-01-F- 58803	FIRE HYDRANT REPLACEMENT NEAR 104 THE HILLS	400-673-637	12	\$9,100.24
				H25090-01-F- 58804	FIRE HYDRANT REPLACEMENT NEAR 110 CHALET STRASSE	400-673-637	12	\$8,223.39
				H25090-01-F- 58994	WATER LEAK REPAIR - 2188 HWY 18	400-673-637	12	\$9,566.89
101740	12917	JOSEPH MOAK TRUCKING	20476	COB-92625	Stock at Shop - sand	400-673-550	12	\$4,851.44
101746	12879	MAGCOR INDUSTRIES		136169	P/R REIMBURSEMENT FOR WORK RELEASE 8/31/2025-9/13/2025	400-673-604	12	\$7,183.51
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	400-673-695	1	\$268.80
101760	4236	MSRWA		09-25-2025	REGISTRATION FEE/H SILCOX	400-673-696	12	\$250.00
101779	1038	REDDY ICE-JACKSON	18528	12-5314534	ICE-CITY SHOP CREW	400-673-550	12	\$388.80
			18528	12-5960514	ICE-CITY SHOP CREW	400-673-550	12	\$72.90
101780	13279	SAYLE OIL COMPANY INC	20484	876027	Stock at Shop	400-673-525	12	\$640.00
101786	4779	SOUTHERN PIPE & SUPPLY CO, INC	20501	10249043-00	Stock at Shop	400-673-550	12	\$175.00
						400-673-550	12	\$275.00
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	400-673-625	13	\$4,503.13



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101801	13577	TWS LLC		925	BASIC SERVICE- B/A 2/3/2025	400-673-604	12	\$13,856.54
101807	4949	WILLIAMS EQUIPMENT & SUPPLY CO	20408	50033244060	Spare wands - 2025 550JV Trailer Mounted Vacuum Excavators	400-673-636	12	\$0.00
Total For Department				400-673				\$135,201.55
Dept#	400-680							
101675	1873	BENCHMARK ENGINEERING		27891	RANKIN FIRST DEV MARQUETTE RD NEW WA/SW LINE	400-680-607	12	\$7,477.50
				27898	REPLACE GENERATOR AT APPLERIDGE LS	400-680-607	12	\$784.30
				27899	DANBAR & LAKELAND AREAS/SEWER EVALUATION	400-680-607	12	\$6,975.00
				27904	RED OAK DR SEWER	400-680-607	12	\$955.00
				27907	GENERAL SERVICES	400-680-607	12	\$387.50
101676	2948	BISHOP'S HIGH VELOCITY DRAIN SERVICE, INC.		27686	WO#59779-JETTED MAIN LINE-1574 W GOVT ST	400-680-604	12	\$400.00
101684	2254	C SPIRE		0031072390 SEPT 25	CELLULAR BILL 08/19/2025- 09/18/2025	400-680-605	12	\$140.74
101687	1999	CINTAS CORPORATION NO 210		4242453681	UNIFORMS	400-680-535	12	\$5.73
						400-680-535	12	\$7.60
				4243251071	UNIFORMS	400-680-535	12	\$5.73
						400-680-535	12	\$7.60
				4244011067	UNIFORMS	400-680-535	12	\$5.73



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
101694	274	CONSOLIDATED PIPE & SUPPLY CO., INC.		MS00412997	SEWER REPAIR PARTS/W BRANDON COURT	400-680-535 400-680-637	12 12	\$7.60 \$92.00
				MS00413114	GRINDER PUMP DISCHARGE LINE REPAIR	400-680-637	12	\$161.50
				MS00413178	PARTS FOR SEWER LINE REPAIR	400-680-637	12	\$236.52
				MS00413177	SEWER REPAIR	400-680-637	12	\$38.00
				MS00413341	PARTS FOR HUNTERS WOODS SW REPAIR PROJECT	400-680-607	12	\$182.00
101697	4870	CROW BURLINGAME CO.		60060014157	BATTERY 2020 CHEV SILVERADO VIN# 4806	400-680-635	12	\$178.88
101708	2190	ENTERGY		435004794916	CORNERSTONE DR & GRANTS FERRY	400-680-630	12	\$17.51
101709	2245	ENTERGY		10020419423	ENTERGY COLLECTIVE BILL- AUGUST 2025	400-680-630	12	\$101.23
						400-680-630	12	\$13.28
						400-680-630	12	\$29.50
						400-680-630	12	\$29.81
						400-680-630	12	\$14.06
						400-680-630	12	\$39.98
						400-680-630	12	\$184.38
						400-680-630	12	\$16.16
						400-680-630	12	\$17.21
						400-680-630	12	\$98.87
						400-680-630	12	\$472.48
						400-680-630	12	\$36.32
						400-680-630	12	\$15.80



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-680-630	12	\$63.10
						400-680-630	12	\$13.65
						400-680-630	12	\$18.22
						400-680-630	12	\$13.28
						400-680-630	12	\$102.60
						400-680-630	12	\$13.65
						400-680-630	12	\$13.28
						400-680-630	12	\$39.08
						400-680-630	12	\$15.64
101714	860	FLEETCOR TECHNOLOGIES		NP69167345	ACCT #126876- FUEL FOR WEEK 9/15/2025-9/21/2025	400-680-525	13	\$695.86
				NP69191162	ACCT #126876- FUEL FOR WEEK 9/22/2025-9/28/2025	400-680-525	13	\$443.29
101719	5991	HARVEY SERVICES INC		7838	E1 GRINDER PUMP-505 DEVEREAUX DR	400-680-722	12	\$3,047.78
				7860	COUNTRY MDWS LS @ WILLOW CREEK REPAIRS	400-680-636	12	\$1,325.00
				7861	COUNTRY MDWS LS @ GLENRIDGE DR-REPLACE PUMP	400-680-636	12	\$4,880.00
101720	5975	HEMPHILL CONSTRUCTION COMPANY INC		H25090-01-F- 59194	709 SAWGRASS LAKES DR - ER SEWER LINE REPAIR	400-680-637	12	\$7,784.47
				H25090-01-F- 58891	CONTINUATION OF ER MANHOLE REPAIR	400-680-637	12	\$10,165.00
				H25090-01-F- 58838	SEWER LEAK REPAIR - 45 SAGEWOOD DR	400-680-637	12	\$9,553.29
				H25106-01-F-	SEWER REPAIR	400-680-637	12	\$14,216.47



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				58784	DUE TO UTILITY BORE - 80 SUMMIT RIDGE DR			
101747	2999	MAGNOLIA PUMP & EQUIP INC	20381	4883	Stock at Shop- Grinder Pump Panel	400-680-550	12	\$2,000.00
101749	13964	MCE LLC		1013	MEMBERSHIP FEE 10/01/2025- 10/31/2025	400-680-695	1	\$97.74
101762	10521	MUNICIPALSAVINGS.COM	20477	5388	Sewer Solvent- Degreaser	400-680-550	12	\$4,989.00
101763	2377	MURPHY'S LAWN & LANDSCAPE	20543	18766	Yard restoration - East Sunset - sewer main work	400-680-637	12	\$3,828.21
101773	1001	PUCKETT RENTS	20382	1135758-0001	DINGO Mini Skid Steer/1 Month Rental	400-680-640	12	\$2,167.50
101775	1015	RANKIN COUNTY COOPERATIVE	20463	1231586	60 Gallon Tank and Spray Gun to use with VIN #7089 Kubota RTV	400-680-550	12	\$450.00
						400-680-550	12	\$79.90
101797	3733	TRAVELERS		2432R9178 SEP 25	COMMERCIAL AUTO/PROPERTY INS PKG	400-680-625	13	\$2,001.39
101807	4949	WILLIAMS EQUIPMENT & SUPPLY CO	20408	50033244060	Spare wands - 2025 550JV Trailer Mounted Vacuum Excavators	400-680-636	12	\$332.19
						400-680-636	12	\$464.33
Total For Department				400-680				\$87,949.44
Fund Total				400				\$232,027.43



City of Brandon
Check Register by Department for Checks Dated 10/7/2025

Check Run #: 13003

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Grand Total								\$1,503,643.01



City of Brandon

Manual Check Batch #: 5604

Fiscal Year 2024 - 2025 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 # 2803	Check Date: 9/11/2025							
14553	Rollin Beans Coffee LLC		000014	9/11/2025	9/17/2025	\$400.00		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$400.00	Coffee - Catering for Hardy
Invoice Total						\$0.00	\$400.00	
Total for Check # 2803						\$0.00	\$400.00	
Check # 2804	Check Date: 9/11/2025							
8161	Roderick Randall Kwan		2512	9/11/2025	9/17/2025	\$500.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$500.00	Jumbotron Services - Hardy
Invoice Total						\$0.00	\$500.00	
Total for Check # 2804						\$0.00	\$500.00	
Check # 2805	Check Date: 9/11/2025							
11522	JOSHUA THOMSAS HAMBY		1198	9/11/2025	9/17/2025	\$300.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$300.00	Camera Crew - Hardy
Invoice Total						\$0.00	\$300.00	
Total for Check # 2805						\$0.00	\$300.00	
Check # 2806	Check Date: 9/11/2025							
8065	COLE ENTERTAINMENT SERVICE		91125	9/11/2025	9/17/2025	\$42,378.20		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$40,643.20	Stagehands - Hardy
004-500-640	RENTALS	N				\$0.00	\$1,735.00	Equipment rental - Hardy
Invoice Total						\$0.00	\$42,378.20	
Total for Check # 2806						\$0.00	\$42,378.20	
Check # 2807	Check Date: 9/20/2025							
12430	REBECCA EVANS		613	9/20/2025	9/17/2025	\$4,996.80		100
004-500-609	VIP AREA	N	NEC			\$0.00	\$4,996.80	CBC Catering - Whiskey Myers
Invoice Total						\$0.00	\$4,996.80	

				Total for Check # 2807		\$0.00	\$4,996.80		
Check # 2808	Check Date: 9/16/2025								
8065	COLE ENTERTAINMENT SERVICE		91125R	9/16/2025	9/17/2025	\$289.25			100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$289.25	Stagehands -	
				Invoice Total		\$0.00	\$289.25	Revised Invoice -	
				Total for Check # 2808		\$0.00	\$289.25	Hardy	
Check # 2809	Check Date: 9/17/2025								
9846	LIVE NATION WORLDWIDE INC		9112025	9/17/2025	9/17/2025	\$551,922.89			100
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$534,546.38	Hardy Settlement -	
								Artist Agreement	
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$17,376.51	Hardy Settlement -	
								TSO & Catering	
				Invoice Total		\$0.00	\$551,922.89		
				Total for Check # 2809		\$0.00	\$551,922.89		
				Total for fund	004	\$0.00	\$600,787.14		
				Total for batch	5604	\$0.00	\$600,787.14		



City of Brandon

Manual Check Batch #: 5605

Fiscal Year 2024 - 2025 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 # 2810	Check Date: 9/17/2025							
9846	LIVE NATION WORLDWIDE INC		BA09112025	9/17/2025	9/24/2025	\$7,015.35		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$7,015.35	Music License Fees - Hardy
				Invoice Total		\$0.00	\$7,015.35	
				Total for Check # 2810		\$0.00	\$7,015.35	
Check # 2811	Check Date: 9/17/2025							
12430	REBECCA EVANS		861	9/17/2025	9/24/2025	\$236.88		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$236.88	Pre-Shop Runner - Hardy
				Invoice Total		\$0.00	\$236.88	
				Total for Check # 2811		\$0.00	\$236.88	
Check # 2812	Check Date: 9/18/2025							
9846	LIVE NATION WORLDWIDE INC		852025	9/18/2025	9/24/2025	\$64,407.36		100
004-500-615	ADVERTISING	N				\$0.00	\$64,407.36	Advertising reimbursement for R Stewart, Styx, & Hank Williams Jr
				Invoice Total		\$0.00	\$64,407.36	
				Total for Check # 2812		\$0.00	\$64,407.36	
Check # 2813	Check Date: 9/20/2025							
11522	JOSHUA THOMSAS HAMBY		1202	9/20/2025	9/24/2025	\$300.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$300.00	Camera Crew - Whiskey Myers
				Invoice Total		\$0.00	\$300.00	
				Total for Check # 2813		\$0.00	\$300.00	
Check # 2814	Check Date: 9/20/2025							
8161	Roderick Randall Kwan		2513	9/20/2025	9/24/2025	\$500.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$500.00	Jumbotron Services - Whiskey Myers

						Invoice Total		\$0.00	\$500.00		
						Total for Check # 2814		\$0.00	\$500.00		
Check # 2815	Check Date: 9/20/2025										
8065	COLE ENTERTAINMENT SERVICE			9202025	9/20/2025	9/24/2025		\$18,623.75		100	
004-500-600	PROF SERVICES - OTHER	N						\$0.00	\$18,623.75		Stagehands - Whiskey Myers
						Invoice Total		\$0.00	\$18,623.75		
						Total for Check # 2815		\$0.00	\$18,623.75		
Check # 2816	Check Date: 9/23/2025										
14556	Bayker Blankenship Music LLC			9202025	9/23/2025	9/24/2025		\$10,000.00		100	
004-500-603	ARTIST AGREEMENT	N						\$0.00	\$10,000.00		B Blankenship settlement - support for WM
						Invoice Total		\$0.00	\$10,000.00		
						Total for Check # 2816		\$0.00	\$10,000.00		
Check # 2817	Check Date: 9/23/2025										
14557	Landon B Smith Music			9202025	9/23/2025	9/24/2025		\$500.00		100	
004-500-603	ARTIST AGREEMENT	N						\$0.00	\$500.00		L Smith settlement - support for WM
						Invoice Total		\$0.00	\$500.00		
						Total for Check # 2817		\$0.00	\$500.00		
Check # 2818	Check Date: 9/23/2025										
12430	REBECCA EVANS			862	9/23/2025	9/24/2025		\$10,739.25		100	
004-500-600	PROF SERVICES - OTHER	N	NEC					\$0.00	\$10,739.25		Catering for Whiskey Myers
						Invoice Total		\$0.00	\$10,739.25		
						Total for Check # 2818		\$0.00	\$10,739.25		
Check # 2819	Check Date: 9/23/2025										
14559	Nappy Boy Touring LLC			9232025	9/23/2025	9/24/2025		\$86,250.00		100	
004-500-603	ARTIST AGREEMENT	N						\$0.00	\$86,250.00		T-Pain Deposit
						Invoice Total		\$0.00	\$86,250.00		
						Total for Check # 2819		\$0.00	\$86,250.00		
Check # 2820	Check Date: 9/23/2025										
14558	Parker and Fann LLC			9232025	9/23/2025	9/24/2025		\$7,500.00		100	
004-500-603	ARTIST AGREEMENT	N						\$0.00	\$7,500.00		Earthgang Deposit - Support for T-Pain
						Invoice Total		\$0.00	\$7,500.00		
						Total for Check #		\$0.00	\$7,500.00		

2820

Total for fund	004	\$0.00	\$206,072.59
Total for batch	5605	\$0.00	\$206,072.59



City of Brandon

Manual Check Batch #: 5606

Fiscal Year 2024 - 2025 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 # 2821	Check Date: 9/25/2025							
11632	Whiskey Myers, LLC		9202025	9/25/2025	9/25/2025	\$93,575.76	100	
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$68,575.76	Settlement for Whiskey Myers
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$25,000.00	Settlement for Whiskey Myers - Sound & Lights
				Invoice Total		\$0.00	\$93,575.76	
				Total for Check # 2821		\$0.00	\$93,575.76	
				Total for fund	004	\$0.00	\$93,575.76	
				Total for batch	5606	\$0.00	\$93,575.76	



City of Brandon

Manual Check Batch #: 5607

Fiscal Year 2024 - 2025 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 # 101666	Check Date: 9/29/2025							
2002	FOX-EVERETT/COB		9-29-25	9/29/2025	9/29/2025	\$153,010.57		100
001-092-480	FRINGE BENEFITS-CITY'S SH	N				\$0.00	\$153,010.57	ER PORTION OF EMPLOYEE HEALTH INS. PREMIUMS
				Invoice Total		\$0.00	\$153,010.57	
				Total for Check # 101666		\$0.00	\$153,010.57	
			Total for fund	001		\$0.00	\$153,010.57	
			Total for batch	5607		\$0.00	\$153,010.57	



City of Brandon

Manual Check Batch #: 5608

Fiscal Year 2024 - 2025 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 # 10103	Check Date: 10/1/2025							
14564	EDGAR CONTRACTING LLC		PAY REQUEST 1	10/1/2025	10/1/2025	\$88,933.30	100	
400-670-720	IMPROVE. OTHER THAN BLDG.	N			\$0.00	\$88,933.30	PAY REQUEST 1	
							B/A 9/15/25	
				Invoice Total	\$0.00	\$88,933.30		
				Total for Check # 10103	\$0.00	\$88,933.30		
Total for fund				400	\$0.00	\$88,933.30		
Total for batch				5608	\$0.00	\$88,933.30		

PROVIDER PAYMENTS

10/6/2025

FOX EVERETT/COB - REGIONS TRUST ACCOUNT HEALTH INSURANCE ACCOUNT

[illegible]

CURRENT BALANCE OF HEALTH INSURANCE ACCOUNT

\$	79,224.93
----	-----------

Board Approval Procedure - Statement should be submitted to Board for Approval at the next scheduled meeting

Memo

To: Mayor and Board of Aldermen

From: Niki Jobe

Date: 9/30/2025

Re: Request for Approval of September 2025 Electronic Fund Transfers

	<u>Date</u>	<u>Amount</u>
September 2025 Deferred Compensation Transfer	<u>9/5/2025</u>	<u>\$2,410.00</u>
	<u>9/19/2025</u>	<u>\$2,410.00</u>
September 2025 Retirement Transfer	<u>9/30/2025</u>	<u>\$246,795.10</u>
September 2025 Federal Tax Transfers	<u>9/5/2025</u>	<u>\$105,625.00</u>
	<u>9/19/2025</u>	<u>\$104,494.77</u>
September 2025 MS State Tax Commission	<u>9/5/2025</u>	<u>\$12,601.00</u>
	<u>9/19/2025</u>	<u>\$12,491.00</u>



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/01/2025
SUBJECT: MONTHLY REPORT OF PRIVILEGE LICENSES.

According to Section 27-17-501 of the Mississippi Code, a report of privilege licenses made during the month is to be presented to the Board.

ATTACHMENTS:

1. new businesses sept 2025

Entity Date	Entity #	Business Name	Business Street Number
9/24/2025	2051	SCOTT R WORKS LLC / SCOTT REYNOLDS	324
9/18/2025	2050	INSPIRATIONAL VISIONS LLC	4003
9/16/2025	2049	HASIE McQUIRTER, PLLC	200
9/11/2025	2048	LAYNE FINAL MILE LLC	326

Business Street	Business Suite	Mailing Address	Mailing Address 2
GARDEN DR		0 C/O GREG REYNOLDS	324 GARDEN DR
BRIGHTON COVE		0 ATTN: JUDITH GRIFFIN	4003 BRIGHTON COVE
E GOVERNMENT ST, STE 300	SUITE 300	200 E GOVERNMENT ST	SUITE 300
CORNERSTONE XING		0 ATTN: DONALD G LAYNE JR	326 CORNERSTONE XING

Mailing City	Mailing State	Mailing Zip Code	Business Phone Number
BRANDON	0	39042	3196510698
BRANDON	0	39042	6014978898
BRANDON	0	39042	7692419967
BRANDON	0	39042	6155846161

Product Service
HARDWOOD FLOOR REFINISHING
SALE OF RELIGIOUS ART
ATTORNEY & LEGAL SERVICES
DELIVERY SERVICE



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: HEMPHILL CONSTRUCTION COMPANY
NON-EMERGENCY REPAIRS
INVOICE APPROVALS

Asking for your consideration to approve the following invoices from Hemphill Construction Company for non-emergency repairs and authorize payment of the same. All invoices listed were in FY25.

1. Near 104 The Hills - \$9,100.24 – invoice #: H25090-01-F-58803 – fire hydrant replacement
2. Near 110 Chalet Strasse - \$8,223.39 – invoice #: H25090-01-F-58804 – fire hydrant replacement
3. 45 Sagewood Drive - \$9,553.29 – invoice #: H25090-01-F-58838 – sewer leak repair
4. 2188 Highway 18 - \$9,566.89 – invoice #: H25090-01-F-58994 – water leak repair
5. 80 Summit Ridge Drive - \$14,216.47 – invoice #: H25106-01-F-58784 – sewer repair due to utility bore
6. 329 Eastridge Drive - \$7,536.32 – invoice #: H25106-01-F-48809 – storm drain pipe repair

All services rendered by Hemphill Construction Company on the attached invoicing are at the FY25 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

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	7.5	HR	Superintendent	\$107.00	\$802.50
2	11	HR	Foreman	\$96.81	\$1,064.91
3	11	HR	Trackhoe & Operator (308)	\$117.19	\$1,289.09
4	11	HR	Front End Loader & Operator	\$132.47	\$1,457.17
5	11	HR	Pipelaye	\$45.86	\$504.46
6	22	HR	Laborer	\$38.72	\$851.84
7	11	HR	Pickup Truck	\$22.42	\$246.62
8	11	HR	Flatbed Truck	\$19.36	\$212.96
9	11	HR	Small Incidental Tools	\$15.29	\$168.19
10	11	HR	Vacuum Excavator	\$81.52	\$896.72
11	22	HR	Trench Box (X2)	\$5.10	\$112.20
12	11	HR	Material Box	\$5.10	\$56.10
13	44	HR	Pump (x4)	\$5.10	\$224.40
14	22	HR	Tamp (x2)	\$6.11	\$134.42
15	11	HR	Pipe Laser	\$3.06	\$33.66
16	1	LS	Revell Ace	\$1,045.00	\$1,045.00

TOTAL AMOUNT DUE

\$9,100.24

Fire hydrant replacement
near 104 The Hills Drive

Invoice #: H25090-01-
F-58803

GL Code: 400-673-637
Funding: WSOM



Work Order #: 58803

Work Order Date: 06/12/25

Work Type:

Priority:

Status: Complete

Prepared By: Lori Sarver

Type of Work Order:

Request Type: Water - Hydrant Replacement

Date Requested: 06/12/2025

Name:

Service Address or Request 104 The Hills Drive

Location:

Phone Number:

Email Address:

Reported By: WO #57979 / Hemphill

Department:

Ward:

Nature of Request: Fire hydrant (FH0030) needs to be replaced

Scheduled Completion Date:

Date Work Order Completed: 07/07/2025

Work Order Completed By: Hemphill

Scope of Work Completed: Installed shut off valve and replaced hydrant.

Locate Number If Necessary:

Additional Information: **6/12/2025 - PO Request entered for parts to replace 3ft Bury Fire Hydrant (FH0030) - LSarver

Concrete Repair Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

06/30/2025 06.30.25 hydrant being replaced - LSarver | NOTE: 06.30.25 1pm - crew got pulled to another location - will schedule for later

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

2502 SMITH BRIDGE ROAD
PEARL, MS 39208

LOCAL 601-936-0008
FAX 601-939-0353
TOLL FREE 1-800-718-1455



PAGE NO: 1

BILLING QUESTIONS
PHONE 601-372-5534
FAX 601-371-8727
EMAIL: Revell.Accounting@teamrevell.com

PLEASE MAIL PAYMENT TO:
P.O. BOX 64427
PEARL, MS 39288-4427

Thank you for shopping at Revell 2025
*** God Bless America! ***

CUSTOMER NO: 22060	JOB NO: 000	PURCHASE ORDER: H25090	REFERENCE: PO # H25090 ORD# 860460	TERMS: NET 30 DAYS	CLERK: MR	DATE / TIME: 7/7/25 3:13
--------------------	-------------	------------------------	------------------------------------	--------------------	-----------	--------------------------

SOLD TO:
HEMPHILL CONSTRUCTION
P. O. BOX 879

FLORENCE MS 39073

SHIP TO:

DELIVERY DATE: 7/7/25

TERMINAL: 606
ORDER: 860460

SALESPERSON: S1, RSG BRNCH
TAX 601 SUPPLY MS SALES TAX

JUL 15 2025

INVOICE: 185579/6

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE /PER	EXTENSION
1	1	EA	M286322R	MILWAUKEE 18V H-TRQ 1/2" IMPACT KIT; TWO 5.0ah BATTERIES, CHARGER, CASE	Angle Oswalt	1	595.00 /EA	595.00 *

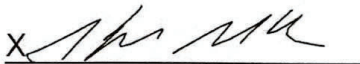
H25090 - 040001 - 04-JUL

** AMOUNT CHARGED TO STORE ACCOUNT **

636.65

TAXABLE	595.00
NON-TAXABLE	0.00
SUB-TOTAL	595.00

TAX AMOUNT	41.65
TOTAL AMOUNT	636.65

X 
Received By

(KENNETH)



REVELLSUPPLYGROUP.COM

ORDER PULLED BY

ORDER CHECKED BY

PEARL
601-935-2861

BYRAM
601-371-8429

RESERVOIR
601-724-8999

MADISON
601-856-5555

CLINTON
601-924-4510
FLORENCE/RICHLAND
601-932-2690

NORTH JACKSON
601-812-1400

OUTDOOR POWER
601-939-0500

Serving
Central MS
Since 1950

REVELL

"If it's
hardware, we
have it!"

PAGE NO: 1
BILLING QUESTIONS
PHONE 601-372-5534
FAX 601-371-8727
EMAIL: revell.accounting@teamrevell.com

PLEASE MAIL PAYMENT TO:
P.O. BOX 54427
PEARL, MS 39288-4427

Thank you for shopping at Revell
*** God Bless America ***

CUSTOMER NO: 22060 JOB NO: 000 PURCHASE ORDER: H2509 REFERENCE: PO # H2509 NET 30 DAYS CLERK: KRM DATE / TIME: 7/7/25 3:47

SOLD TO:
HEMPHILL CONSTRUCTION
P. O. BOX 879

FLORENCE MS 39073

SHIP TO:

RECEIVED
JUL 14 2025

SALES PERSON: S1 RSG, BRNCH
TAX 201 PEARL MS SALES TAX

TERMINAL: 575

REWARD NO: 19475782609

INVOICE: 397224/2

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE /PER	EXTENSION
1	1	EA	2365468	PLIERS LINESMAN 9IN	07B04	1	25.64 /EA	25.64 C
1	1	EA	2809770	INKZALL JS MARKR ASST4PK	07B02	1	6.64 /EA	6.64 C
1	1	EA	2811503	UTILITY BLADES GP 100PC	08A01	1	21.84 /EA	21.84 C
1	1	EA	2555449	DRILL BIT TITANIUM 23PC	24A01	1	36.09 /EA	36.09 S
				Return Value \$ 35.090				
				Instant Savings				
1	1	EA	ST14088	CABLE TIE 11.8" 50# RED	DISPL	1	8.43 /EA	8.43 C
2	2	EA	12076	BRUSH KALSOMIN6.5"552NTN	05B16	2	12.34 /EA	24.68 C
2	2	EA	6356968	ACE GLOVES NITRILE XL		2	5.69 /EA	11.38 C
2	2	EA	6356471	ACE GLOVES NITRILE L	29A03	2	4.74 /EA	9.48 C
1	1	EA	1590470	GORILLA SUPERGLUE GEL15G	04B08	1	7.59 /EA	7.59 C
1	1	EA	2012391	48" STANLEY CONTRACTOR LEVEL	08A03	1	33.24 /EA	33.24 C
1	1	EA	2027479	193PC Class B Type III P	09B02	1	140.62 /EA	140.62 C
6	6	EA	1804814	MARKING PAINT PL WHITE	01B05	6	9.49 /EA	56.94 C

H25090 -040001 -04 -JLK



Continued...

REVELL ACE Hardware

REVELL HARDWARE & SUPPLY GROUP

REVELL RENTAL & OUTDOOR

REVELL B2B

PEARL
601-939-2861

BYRAM
601-371-8429

RESERVOIR
601-724-8999

MADISON
601-856-5555

CLINTON
601-924-4510
FLORENCE/RICHLAND
601-932-2690

NORTH JACKSON
601-812-1400

OUTDOOR POWER
601-939-0500

Serving
Central MS
Since 1950

REVELL

"If it's
hardware, we
have it!"

Thank you for shopping at Revell
*** God Bless America! ***

PAGE NO: 2
BILLING QUESTIONS
PHONE 601-372-5534
FAX 601-371-8727
EMAIL: revell.accounting@teamrevell.com

PLEASE MAIL PAYMENT TO:
P.O. BOX 54427
PEARL, MS 39288-4427

CUSTOMER NO: 22060	JOB NO: 000	PURCHASE ORDER: H2509	REFERENCE: PO # H2509	TERMS: NET 30 DAYS	CLERK: KRM	DATE / TIME: 7/7/25 3:47
-----------------------	----------------	--------------------------	--------------------------	-----------------------	---------------	-----------------------------

SOLD TO:
HEMPHILL CONSTRUCTION
P. O. BOX 879

FLORENCE MS 39073

SHIP TO:

TERMINAL 575

SALESPERSON: S1 RSG BRNCH
TAX 201 PEARL MS SALES TAX

REWARD NO:19475782609

INVOICE: 397224/2

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE /PER	EXTENSION
-1	-1	EA	IS478735	\$1 INSTANT SAVINGS-2555449 CREDIT RETURN	CRED	1	1.00 /EA	-1.00 RSN
							TAXABLE	382.57
							NON-TAXABLE	-1.00
							SUB-TOTAL	381.57
							TAX AMOUNT	26.78
							TOTAL AMOUNT	408.35

** AMOUNT CHARGED TO STORE ACCOUNT **

408.35

X 
Received By

(KENNY)



REVELL ACE Hardware

REVELL HARDWARE &
SUPPLY GROUP

REVELL RENTAL &
OUTDOOR

REVELL B2B

JOB NO:
PROJECT:
DATE:
DAY OF WEEK:

H25090-
Brandon Maintenance
7/7/2025
MONDAY



ACCIDENTS:
INCIDENTS:

YES

X

NO

YES

X

NO

SUPERINTENDENT: Chad Phelps

REVIEWED: JGL

NAME					EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-								TOTAL	PENETROMETER									
1	KENNETH MCCARDLE					2611	FOREMAN			11.00	-						11.00	A.M.									
2	JOSEPH WELBORN					1641	Pipelayer			11.00	-						11.00	READING	O.S.								
3	BARRET ABRAMS					2930	Trackhoe			11.00	-						11.00	SOIL TYPE	C								
4	CHARLES SHOULDERS					2865	Loader			11.00	-						11.00	LOCATION	104 The Hills								
5	CEDRIC HYDE					3377	Labor			11.00	-						11.00										
6	Marcus Bagget					3434	Labor			11.00	-						11.00	P.M.									
7											-						-	READING	O.S.								
8											-						-	SOIL TYPE	C								
9											-						-	LOCATION	104 The Hills								
10											-						-										
11											-						-										
12											-						-										
13											-						-										
14											-						-										
15											-						-										
TOTAL HOURS																		-	-	-	-	-	-	-	-	-	-
TEMP LABOR					EMPLOYER			POTENTIAL HIRE? Y/N		010001-																	
1																		-									
2																		-									
TOTAL HOURS																		-									
DAILY WORK REPORT							EQUIP. #	EQUIP DESCRIPTION		010001-								TOTAL	EQ ODOMETER READINGS								
WORK DAY (Y/N)							YES	1582	Ford F250 Pickup		11.00	-						11.00	BEGIN	END	HRS						
WEATHER							FAIR	HOT	16A007	F600		11.00	-						11.00			-					
							FAIR	WET	HOT/COLD	12510	Level		11.00	-				11.00			-						
							CLOUDY	RAIN	MILD	13716	Pipe Saw		11.00	-				11.00			-						
RAIN AMOUNT (IN)							0	INCHES	9494	Laser		11.00	-					11.00			-						
TEMPERATURE							91	°F	5610	Conex Box		11.00	-					11.00			-						
TIME WORKED							START	STOP	5215	20' Trailer		11.00	-					11.00			-						
MORNING							6:30AM	11:00AM	PU3009	Centrifugal Pump		11.00	-					11.00			-						
AFTERNOON							11:30AM	6:00PM	11654	Diaphragm Pump		11.00	-					11.00			-						
NIGHT									13816	Trench Box 8'		11.00	-					11.00			-						
TOTAL HRS FOR DAY							11.5Hrs		13930	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								2244	303.5 Cat		11.00	-					11.00			-							
2								8593	Pothole Machine		11.00	-					11.00			-							
3								2412	926 Cat		11.00	-					11.00			-							
4								2393	308 Cat		-	-					-			-							
5								5633	Conex Box		11.00	-					11.00			-							
6								11443	Test Pump		11.00	-					11.00			-							
7								11622	Centrifugal Pump		11.00	-					11.00			-							
8								13474	Tamp		11.00	-					11.00			-							
9								13770	Pipe Saw		11.00	-					11.00			-							
10											-						-			-							
11																	-			-							
12																	-			-							
13																	-			-							
14																	-			-							
14																	-			-							
14																	-			-							
15								TOTAL HOURS										-	-	-	-	-	-	-	-		
REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE																											
Went back to 104 The Hills to replace fire hydrant. Finished cleaning off pipe and in front of hydrant. City came to kill water at 11:30 AM. We cut out section of pipe to drain leg and remove hydrant. Installed new 6" gate valve and anchor coupling. Installed new hydrant on anchor coupling. Installed sheet behind hydrant and then put concrete between sheet and hydrant for thrust block. Had to get a mechanic to come cut sheet off below ground. Made sure to install valve to grade. Tested hydrant once we were backfilled and dressed up. Touched up paint on hydrant from moving it. Made sure everything was cleaned up and safed up. Moved all equipment back to city yard for the night.																											
X	THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.										KENNETH MCCARDLE																
X	ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER										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	\$107.00	\$588.50
2	11	HR	Foreman	\$96.81	\$1,064.91
3	11	HR	Trackhoe & Operator (308)	\$117.19	\$1,289.09
4	11	HR	Front End Loader & Operator	\$132.47	\$1,457.17
5	11	HR	Pipelayer	\$45.86	\$504.46
6	22	HR	Laborer	\$38.72	\$851.84
7	11	HR	Pickup Truck	\$22.42	\$246.62
8	11	HR	Flatbed Truck	\$19.36	\$212.96
9	11	HR	Small Incidental Tools	\$15.29	\$168.19
10	11	HR	Vacuum Excavator	\$81.52	\$896.72
11	22	HR	Trench Box (X2)	\$5.10	\$112.20
12	11	HR	Material Box	\$5.10	\$56.10
13	44	HR	Pump (x4)	\$5.10	\$224.40
14	22	HR	Tamp (x2)	\$6.11	\$134.42
15	11	HR	Pipe Laser	\$3.06	\$33.66
16	5	HR	Tractor With Lowboy	\$76.43	\$382.15
TOTAL AMOUNT DUE					\$8,223.39

Fire Hydrant Replacement
near 110 Chalet Strasse

Invoice #: H25090-01-
F-58804

GL Code: 400-673-637
Funding: WSOM



Work Order #: 58804

Work Order Date: 06/12/25

Work Type:

Priority:

Status: Complete

Prepared By: Lori Sarver

Type of Work Order:

Request Type: Water - Hydrant Replacement

Date Requested: 06/12/2025

Name:

Service Address or Request: 110 Chalet Strasse

Location:

Phone Number:

Email Address:

Reported By: WO #58757 / Hollan

Department: Water

Ward:

Nature of Request: Fire hydrant (FH0153) needs to be replaced

Scheduled Completion Date:

Date Work Order Completed: 07/08/2025

Work Order Completed By: Hemphill

Scope of Work Completed: Installed shut off valve and replaced hydrant.

Locate Number If Necessary:

Additional Information: **6/12/2025 - PO Request entered for parts to replace 4ft Bury Fire Hydrant (FH0153) - LSarver

Concrete Repair Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

07/07/2025 Protel Call 7/7/2025 at 8:09am Called to speak to someone about fire hydrant.
7/7/2025 at 8:18am customer wanted to know the states of work order. Refer to Barry and he will texted Hollan.

Employee Cost: \$0.00



Mobilization Invoice



P.O Drawer 879
1858 Highway 49 South
Florence, MS 39073
Phone: (601) 932-2060
Fax: (601) 932-2550

Invoice Date: 7/16/2025

Invoice Number: 23346

Amount Due:

Bill To:

Mobilization Zone:

Job: H25090

Zone Number: 1

Brandon T&M July 25 (JV)

JoJo Gray-Lewis

Mobilization Information:

Driver: Adam Benton-660015

Date of Mobilization: 7/8/2025

Originated By: Chad Phelps

Description: took unit # 2393 cat 308 w/ buckets to jobsite.

Notes:

****NOTICE:** If no reply within fourteen (14) days from the invoice Date, the Total Amount Due will automatically be charged to your job.

Project Manager Approval:

H25090

003000

16

100

(1)

Mobilization Invoice

JOB NO:	H25090-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT:	Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE:	7/8/2025				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK:	TUESDAY				REVIEWED: JGL	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-												TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-											11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-											11.00	READING 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-											11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-											11.00	LOCATION 110 Chalet Strasse Dr _____
5 CEDRIC HYDE	3377	Labor			11.00	-											11.00	
6 Marcus Bagget	3434	Labor			11.00	-											11.00	P.M. _____
7						-											-	READING 0.5 _____
8																	-	SOIL TYPE C _____
9																	-	LOCATION 110 Chalet Strasse Dr _____
10																	-	
11																	-	
12																	-	
13																	-	
14																	-	
15																	-	
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-		

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-															
1																		
2																		
TOTAL HOURS																		

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-												TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																	BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	11.00	-											11.00			-
			16A007	F600	11.00	-											11.00			-
FAIR	WET	HOT/COLD	12510	Level	11.00	-											11.00			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00	-											11.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00	-											11.00			-
TEMPERATURE	94	°F	5610	Conex Box	11.00	-											11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00	-											11.00			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	11.00	-											11.00			-
AFTERNOON	11:30AM	6:00PM	11654	Diaphragm Pump	11.00	-											11.00			-
NIGHT			13816	Trench Box 8'	11.00	-											11.00			-
TOTAL HRS FOR DAY	11.5Hrs		13930	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			2244	303.5 Cat	11.00	-											11.00			-
2			8593	Pothole Machine	11.00	-											11.00			-
3			2412	926 Cat	11.00	-											11.00			-
4			2393	308 Cat	-	-											-			-
5			5633	Conex Box	11.00	-											11.00			-
6			11443	Test Pump	11.00	-											11.00			-
7			11622	Centrifugal Pump	11.00	-											11.00			-
8			13474	Tamp	11.00	-											11.00			-
9			13770	Pipe Saw	11.00	-											11.00			-
10					-	-											-			-
11																	-			-
12																	-			-
13																	-			-
14																	-			-
14																	-			-
14																	-			-
15																	-			-
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-				-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to 110 Chalet Strasse to replace a leaking fire hydrant. Potholed utilities in area and found fire line. Excavated around pipe and cleaned out from around pipe to prep to cut out old hydrant. Removed old hydrant and pipe out of tee on main once city killed water. Installed a new 5" gate valve with a anchor coupling on tee. Installed a piece of 6" pipe out valve going to new hydrant. 18" section of pipe. Installed a thrust block behind new hydrant. Backfilled around valve with sand for bedding and around hydrant we used wash gravel. Insulation a valve box over valve to grade of yard. Backfilled excavation and dressed up area. Flushed new hydrant to check for leaks. Made sure all trash was cleaned up and washed road off. Moved all equipment back to city yard 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: H25090-		PROJECT: Brandon Maintenance				ACCIDENTS: ☐ YES ☒ NO	
DATE: 7/7/2025						INCIDENTS: ☐ YES ☒ NO	
DAY OF WEEK: MONDAY						SUPERINTENDENT: Chad Phelps	
						REVIEWED: JGL	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	100010											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING D.S. _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION 104 The Hills _____
5 CEDRIC HYDE	3377	Labor			11.00	-										11.00	
6 Marcus Bagget	3434	Labor			11.00	-										11.00	P.M. _____
7						-										-	READING D.S. _____
8																-	SOIL TYPE C _____
9																-	LOCATION 104 The Hills _____
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-		

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
TOTAL HOURS						-										-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	11.00	-										11.00			-
			16A007	F600	11.00	-										11.00			-
	FAIR	WET	12510	Level	11.00	-										11.00			-
	CLOUDY	RAIN	13716	Pipe Saw	11.00	-										11.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00	-										11.00			-
TEMPERATURE	91	°F	5610	Conex Box	11.00	-										11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00	-										11.00			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	11.00	-										11.00			-
AFTERNOON	11:30AM	6:00PM	11654	Diaphragm Pump	11.00	-										11.00			-
NIGHT			13816	Trench Box 8'	11.00	-										11.00			-
TOTAL HRS FOR DAY	11.5Hrs		13930	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			2244	303.5 Cat	11.00	-										11.00			-
2			8593	Pothole Machine	11.00	-										11.00			-
3			2412	926 Cat	11.00	-										11.00			-
4			2393	308 Cat	-	-										-			-
5			5633	Conex Box	11.00	-										11.00			-
6			11443	Test Pump	11.00	-										11.00			-
7			11622	Centrifugal Pump	11.00	-										11.00			-
8			13474	Tamp	11.00	-										11.00			-
9			13770	Pipe Saw	11.00	-										11.00			-
10					-											-			-
11																-			-
12																-			-
13																-			-
14																-			-
14																-			-
14																-			-
15																-			-
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-				-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went back to 104 The Hills to replace fire hydrant. Finished cleaning off pipe and in front of hydrant. City came to fill water at 11:30 AM. We cut out section of pipe to drain lag and remove hydrant. Installed new 8" gate valve and anchor coupling. Installed new hydrant on anchor coupling. Installed sheet behind hydrant and then put concrete between sheet and hydrant for thrust block. Had to get a mechanic to come cut sheet off below ground. Made sure to install valve to grade. Tested hydrant once we were backfilled and dressed up. Touched up paint on hydrant from moving it. Made sure everything was cleaned up and safed up. Moved all equipment back to city yard 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

Work Order 58838 – 45 Sagewood Dr.

<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	\$107.00	\$749.00
2	13.5	HR	Foreman	\$96.81	\$1,306.94
3	13.5	HR	Trackhoe & Operator (308)	\$117.19	\$1,582.07
4	13.5	HR	Front End Loader & Operator	\$132.47	\$1,788.35
5	13.5	HR	Pipelayer	\$45.86	\$619.11
6	24.5	HR	Laborer	\$38.72	\$948.64
7	13.5	HR	Pickup Truck	\$22.42	\$302.67
8	13.5	HR	Flatbed Truck	\$19.36	\$261.36
9	13.5	HR	Small Incidental Tools	\$15.29	\$206.42
10	13.5	HR	Vacuum Excavator	\$81.52	\$1,100.52
11	27	HR	Trench Box (X2)	\$5.10	\$137.70
12	13.5	HR	Material Box	\$5.10	\$68.85
13	54	HR	Pump (x4)	\$5.10	\$275.40
14	27	HR	Tamp (x2)	\$6.11	\$164.97
15	13.5	HR	Pipe Laser	\$3.06	\$41.31
TOTAL AMOUNT DUE					\$9,553.29

Partial Sewer Leak Repair at 45 Sagewood Drive
City employees completed repair in August 2025

Invoice #: H25090-01-F-58838

GL Code: 400-680-637
Funding: WSOM



Work Order #: 58838

Work Order Date: 06/16/25

Work Type:

Priority:

Status: Open

Prepared By: Barry Cutrer

Type of Work Order:

Request Type: Drainage - Sinkhole

Date Requested: 06/12/2025

Name: Jeff Johnson

Service Address or Request: 45 Sagewood Drive

Location:

Phone Number: 601-566-7023

Email Address:

Reported By: Mr. Johnson, via Protel

Department: Drainage

Ward:

Nature of Request: Sinkhole | in front of a light pole

Scheduled Completion

Date:

Date Work Order

Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If

Necessary:

Additional Information: Spoke with Mr. Johnson @ 9:30 am to pinpoint the exact location of the sinkhole. BC Forwarding a copy of the work order to Rod & to Oley. BC See further NOTES. BC

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost

Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes



JOB NO: <u>H25090-</u>				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: <u>Brandon Maintenance</u>				INCIDENTS: ☐ YES ☒ NO	
DATE: <u>7/9/2025</u>		SUPERINTENDENT: <u>Chad Phelps</u>			
DAY OF WEEK: <u>WEDNESDAY</u>		REVIEWED: <u>JGL</u>			

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING: 0.5. _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE: C. _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION: 45 Sagemwood Dr. _____
5 CEDRIC HYDE	3377	Labor			11.00	-										11.00	_____
6 Marcus Bagget	3434	Labor			11.00	-										11.00	P.M. _____
7						-										-	READING: 0.5. _____
8																-	SOIL TYPE: C. _____
9																-	LOCATION: 45 Sagemwood Dr. _____
10																-	_____
11																-	_____
12																-	_____
13																-	_____
14																-	_____
15																-	_____
TOTAL HOURS																-	-

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
TOTAL HOURS																-	-

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQUIDOMETER READINGS		
WORK DAY (Y/N)	YES																	BEGIN	END	HRS
WEATHER	FAIR	HOT		1582	Ford F250 Pickup	11.00	-										11.00			-
				16A007	F600	11.00	-										11.00			-
	FAIR	WET	HOT/COLD	12510	Level	11.00	-										11.00			-
	CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00	-										11.00			-
RAIN AMOUNT (IN)	0	INCHES		9494	Laser	11.00	-										11.00			-
TEMPERATURE	92	°F		5610	Conex Box	11.00	-										11.00			-
TIME WORKED	START	STOP		5215	20' Trailer	11.00	-										11.00			-
MORNING	6:30AM	11:00AM		PU3009	Centrifugal Pump	11.00	-										11.00			-
AFTERNOON	11:30AM	6:00PM		11654	Diaphragm Pump	11.00	-										11.00			-
NIGHT				13816	Trench Box 8'	11.00	-										11.00			-
TOTAL HRS FOR DAY	11.5Hrs			13930	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				2244	303.5 Cat	11.00	-										11.00			-
2				8593	Pothole Machine	11.00	-										11.00			-
3				2412	926 Cat	11.00	-										11.00			-
4				2393	308 Cat	-	-										-			-
5				5633	Conex Box	11.00	-										11.00			-
6				11443	Test Pump	11.00	-										11.00			-
7				11622	Centrifugal Pump	11.00	-										11.00			-
8				13474	Tamp	11.00	-										11.00			-
9				13770	Pipe Saw	11.00	-										11.00			-
10						-											-			-
11																	-			-
12																	-			-
13																	-			-
14																	-			-
15																	-			-
TOTAL HOURS																-	-			

REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE	
Had to go to 45 Sagemwood Dr to investigate sinkholes beside sewer manhole. Found out that the water was going into main just up from manhole. We excavated down and potholed around utilities. Found a bell on the concrete sewer pipe that was leaking and had a old concrete collar on it. We cleaned it off real good and poured a new collar on it to seal it up. It wasn't leaking there anymore but we put more water and dye in sinkholes and found out that it was getting in pipe further up sewer main. We potholed on utilities over sewer main. Made sure everything was cleaned up and safed up for the night. Installed safety fence around area.	

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST. ☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER	KENNETH MCCARDLE FOREMAN
--	------------------------------------

JOB NO: H25090-		PROJECT: Brandon Maintenance				ACCIDENTS: ☐ YES ☒ NO	
DATE: 7/10/2025		INCIDENTS: ☐ YES ☒ NO					
DAY OF WEEK: THURSDAY		SUPERINTENDENT: Chad Phelps					
						REVIEWED: JGL	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-								TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			2.50	9.50								12.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			2.50	9.50								12.00	READING 0.5
3 BARRET ABRAMS	2930	Trackhoe			2.50	9.50								12.00	SOIL TYPE C
4 CHARLES SHOULDERS	2865	Loader			2.50	9.50								12.00	LOCATION 45 Sagarwood Dr
5 CEDRIC HYDE	3377	Labor			-	-								-	
6 Marcus Bagget	3434	Labor			2.50	9.50								12.00	P.M. _____
7						-								-	READING 0.5
8														-	SOIL TYPE C
9														-	LOCATION Black Street emergency sinkhole.
10														-	
11														-	
12														-	
13														-	
14														-	
15														-	
TOTAL HOURS														-	-

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-										
1														-
2														-
TOTAL HOURS														-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-								TOTAL	EQ ODOMETER READINGS			
WORK DAY (Y/N)	YES														BEGIN	END	HRS	
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	2.50	9.50								12.00			-	
			16A007	F600	2.50	9.50								12.00			-	
FAIR	WET	HOT/COLD	12510	Level	2.50	9.50								12.00			-	
CLOUDY	RAIN	MILD	13716	Pipe Saw	2.50	9.50								12.00			-	
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	2.50	9.50								12.00			-	
TEMPERATURE	90	°F	5610	Conex Box	2.50	9.50								12.00			-	
TIME WORKED	START	STOP	5215	20' Trailer	2.50	9.50								12.00			-	
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	2.50	9.50								12.00			-	
AFTERNOON	11:30AM	7:00PM	11654	Diaphragm Pump	2.50	9.50								12.00			-	
NIGHT			13816	Trench Box 8'	2.50	9.50								12.00			-	
TOTAL HRS FOR DAY	12.5Hrs		13930	Trench Box 16'	2.50	9.50								12.00			-	
WORK COMPLETED			13910	Material Box	2.50	9.50								12.00			-	
PHASE	QUANTITY	UNITS	13461	Tamp	2.50	9.50								12.00			-	
1			2244	303.5 Cat	2.50	9.50								12.00			-	
2			8593	Pothole Machine	2.50	9.50								12.00			-	
3			2412	926 Cat	2.50	9.50								12.00			-	
4			2393	308 Cat	-	9.50								9.50			-	
5			5633	Conex Box	2.50	9.50								12.00			-	
6			11443	Test Pump	2.50	9.50								12.00			-	
7			11622	Centrifugal Pump	2.50	9.50								12.00			-	
8			13474	Tamp	2.50	9.50								12.00			-	
9			13770	Pipe Saw	2.50	9.50								12.00			-	
10					-									-			-	
11														-			-	
12														-			-	
13														-			-	
14														-			-	
14														-			-	
14														-			-	
15			TOTAL HOURS			-	-	-	-	-	-	-	-	-	-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We started potholing down on sewer main at 45 Sagarwood, trying to find bad spot in pipe. We found a hole in top of pipe roughly 12" long. We were trying to clean it off and city called about a emergency sinkhole in middle of roadway at Black St. We made everything safe and installed safety fence around area. We went to Black St to investigate sinkhole. Locaters had to locate utilities. We excavated down trying to find storm drain pipe after city put dye in sinkhole to see where it came out at. We excavated down a found some 18" galvanized storm drain pipe that was all rusted out. We cleaned off pipe and tried to clean pipe out where it would flow. City decided to relay pipe so we patched up pipe the best we could and put fabric around pipe and installed crush concrete in excavation, backfilled entire excavation with crush concrete up to grade of roadway. Made sure everything was safed up for the night and made sure to install safety fence where needed.

X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.
X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE
FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	10	HR	Superintendent	\$107.00	\$1,070.00
2	19.5	HR	Foreman	\$96.81	\$1,887.80
3	19.5	HR	Trackhoe & Operator (308)	\$117.19	\$2,285.21
4	0	HR	Front End Loader & Operator	\$132.47	\$0.00
5	19.5	HR	Pipelayer	\$45.86	\$894.27
6	11	HR	Laborer	\$38.72	\$425.92
7	19.5	HR	Pickup Truck	\$22.42	\$437.19
8	19.5	HR	Flatbed Truck	\$19.36	\$377.52
9	19.5	HR	Small Incidental Tools	\$15.29	\$298.16
10	11	HR	Vacuum Excavator	\$81.52	\$896.72
11	39	HR	Trench Box (X2)	\$5.10	\$198.90
12	19.5	HR	Material Box	\$5.10	\$99.45
13	78	HR	Pump (x4)	\$5.10	\$397.80
14	39	HR	Tamp (x2)	\$6.11	\$238.29
15	19.5	HR	Pipelaser	\$3.06	\$59.67
TOTAL AMOUNT DUE					\$9,566.89

Water leak repair near 2188 Highway 18 -
Bob Boyte Honda

Invoice #: H25090-01-F-58994

GL Code: 400-673-637
Funding: WSOM



Work Order #: 58994

Work Order Date: 06/26/25

Work Type:

Priority: Medium

Status: Complete

Prepared By: Brent King

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

Request Type: Water - Leak

Date Requested: 06/26/2025

Name: Bob Boyte Honda

Service Address or Request Location: 2188 Highway 18

Phone Number:

Email Address:

Reported By: Brent

Department: Water

Ward:

Nature of Request: Leak on the main

Scheduled Completion Date:

Date Work Order Completed: 07/18/2025

Work Order Completed By: Hemphill

Scope of Work Completed: 12 main leak

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

07/18/2025 07.17.25 - picked up parts from Eagle Pipe & Supply for Hemphill to make repair - LSarver

Employee Cost: \$0.00

Equipment Cost: \$0.00

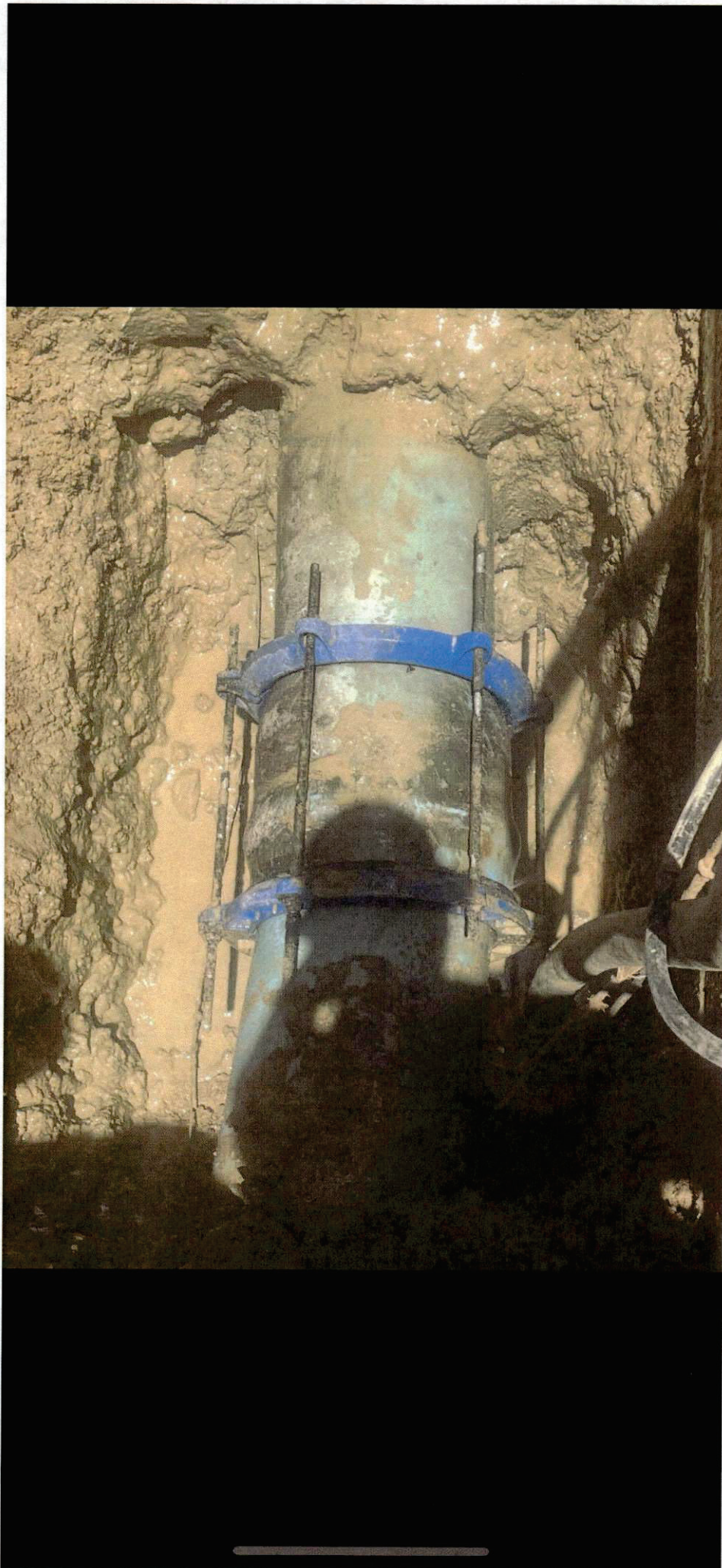
Material Cost: \$0.00

Inventory Cost: \$0.00

Purchase Order Cost: \$0.00

Uploaded Files

Date	File Name	Uploaded by
------	-----------	-------------



JOB NO:	H25090-		ACCIDENTS:		YES	X	NO																																																																																																																																																																																																																																																																																																																
PROJECT:	Brandon Maintenance		INCIDENTS:		YES	X	NO																																																																																																																																																																																																																																																																																																																
DATE:	7/17/2025		SUPERINTENDENT:	Chad Phelps																																																																																																																																																																																																																																																																																																																			
DAY OF WEEK:	THURSDAY		REVIEWED:	JGL																																																																																																																																																																																																																																																																																																																			
<table><tr><th colspan="6"></th><th>010001-</th><th>880000-</th><th></th><th></th><th></th><th></th><th></th><th></th><th>TOTAL</th><th>PENETROMETER</th></tr><tr><th>NAME</th><th>EMP. #</th><th>CLASS</th><th>ABSENCE</th><th colspan="2">TOTAL HOURS / OTHER FOREMAN</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></tr><tr><td>1 KENNETH MCCARDLE</td><td>2611</td><td>FOREMAN</td><td></td><td colspan="2"></td><td>11.00</td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>11.00</td><td>A.M.</td></tr><tr><td>2 JOSEPH WELBORN</td><td>1641</td><td>Pipelayer</td><td></td><td colspan="2"></td><td>11.00</td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>11.00</td><td>READING: 0.5;</td></tr><tr><td>3 BARRET ABRAMS</td><td>2930</td><td>Trackhoe</td><td></td><td colspan="2"></td><td>11.00</td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>11.00</td><td>SOIL TYPE: C</td></tr><tr><td>4 CHARLES SHOULDERS</td><td>2865</td><td>Loader</td><td></td><td colspan="2"></td><td>-</td><td>8.00</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>8.00</td><td>LOCATION: 3007 Greenfield Rd</td></tr><tr><td>5 CEDRIC HYDE</td><td>3377</td><td>Labor</td><td></td><td colspan="2"></td><td>-</td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td></tr><tr><td>6 Marcus Bagget</td><td>3434</td><td>Labor</td><td></td><td colspan="2"></td><td>11.00</td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>11.00</td><td>P.M.</td></tr><tr><td>7</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td>READING: 0.5</td></tr><tr><td>8</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td>SOIL TYPE: E</td></tr><tr><td>9</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td>LOCATION: 3007 Greenfield Rd</td></tr><tr><td>10</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td></tr><tr><td>11</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td></tr><tr><td>12</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td></tr><tr><td>13</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td></tr><tr><td>14</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td></tr><tr><td>15</td><td></td><td></td><td></td><td colspan="2"></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td></tr></table>														010001-	880000-							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: 0.5;	3 BARRET ABRAMS	2930	Trackhoe				11.00	-									11.00	SOIL TYPE: C	4 CHARLES SHOULDERS	2865	Loader				-	8.00									8.00	LOCATION: 3007 Greenfield Rd	5 CEDRIC HYDE	3377	Labor				-	-									-		6 Marcus Bagget	3434	Labor				11.00	-									11.00	P.M.	7							-									-	READING: 0.5	8																-	SOIL TYPE: E	9																-	LOCATION: 3007 Greenfield Rd	10																-		11																-		12																-		13																-		14																-		15																-	
						010001-	880000-							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: 0.5;																																																																																																																																																																																																																																																																																																						
3 BARRET ABRAMS	2930	Trackhoe				11.00	-									11.00	SOIL TYPE: C																																																																																																																																																																																																																																																																																																						
4 CHARLES SHOULDERS	2865	Loader				-	8.00									8.00	LOCATION: 3007 Greenfield Rd																																																																																																																																																																																																																																																																																																						
5 CEDRIC HYDE	3377	Labor				-	-									-																																																																																																																																																																																																																																																																																																							
6 Marcus Bagget	3434	Labor				11.00	-									11.00	P.M.																																																																																																																																																																																																																																																																																																						
7							-									-	READING: 0.5																																																																																																																																																																																																																																																																																																						
8																-	SOIL TYPE: E																																																																																																																																																																																																																																																																																																						
9																-	LOCATION: 3007 Greenfield Rd																																																																																																																																																																																																																																																																																																						
10																-																																																																																																																																																																																																																																																																																																							
11																-																																																																																																																																																																																																																																																																																																							
12																-																																																																																																																																																																																																																																																																																																							
13																-																																																																																																																																																																																																																																																																																																							
14																-																																																																																																																																																																																																																																																																																																							
15																-																																																																																																																																																																																																																																																																																																							
TOTAL HOURS																																																																																																																																																																																																																																																																																																																							
TEMP LABOR		EMPLOYER		POTENTIAL HIRE? Y/N		010001-	880000-																																																																																																																																																																																																																																																																																																																
1																	-																																																																																																																																																																																																																																																																																																						
2																	-																																																																																																																																																																																																																																																																																																						
TOTAL HOURS																	-																																																																																																																																																																																																																																																																																																						
DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-										TOTAL	BEGIN END HRS																																																																																																																																																																																																																																																																																																						
WORK DAY (Y/N)		YES		1561	Ford F250 Pickup	11.00										11.00																																																																																																																																																																																																																																																																																																							
WEATHER FAIR HOT				16A007	F600	11.00										11.00																																																																																																																																																																																																																																																																																																							
FAIR WET HOT/COLD				12510	Level	11.00										11.00																																																																																																																																																																																																																																																																																																							
CLOUDY RAIN MILD				13716	Pipe Saw	11.00										11.00																																																																																																																																																																																																																																																																																																							
RAIN AMOUNT (IN) 0 INCHES				9494	Laser	11.00										11.00																																																																																																																																																																																																																																																																																																							
TEMPERATURE 92 °F				5610	Conex Box	11.00										11.00																																																																																																																																																																																																																																																																																																							
TIME WORKED START STOP				5215	20' Trailer	11.00										11.00																																																																																																																																																																																																																																																																																																							
MORNING 6:30AM 11:00AM				PU3009	Centrifugal Pump	11.00										11.00																																																																																																																																																																																																																																																																																																							
AFTERNOON 11:30AM 6:00PM				11654	Diaphragm Pump	11.00										11.00																																																																																																																																																																																																																																																																																																							
NIGHT				13816	Trench Box 8'	11.00										11.00																																																																																																																																																																																																																																																																																																							
TOTAL HRS FOR DAY 11.5 Hrs				13930	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				2244	303.5 Cat	11.00										11.00																																																																																																																																																																																																																																																																																																							
2				8594	Pothole Machine	11.00										11.00																																																																																																																																																																																																																																																																																																							
3				2412	926 Cat	11.00										11.00																																																																																																																																																																																																																																																																																																							
4				2393	308 Cat	-										-																																																																																																																																																																																																																																																																																																							
5				5633	Conex Box	11.00										11.00																																																																																																																																																																																																																																																																																																							
6				11443	Test Pump	11.0																																																																																																																																																																																																																																																																																																																	

JOB NO: H25090-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE: 7/18/2025				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: FRIDAY		REVIEWED: JGL			

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	8800000-									TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			8.50	-									8.50	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			8.50	-									8.50	READING: 0.5. _____
3 BARRET ABRAMS	2930	Trackhoe			8.50	-									8.50	SOIL TYPE: C _____
4 CHARLES SHOULDERS	2865	Loader			-	8.00									8.00	LOCATION: 3007 Greenfield Rd _____
5 CEDRIC HYDE	3377	Labor			-	-									-	
6 Marcus Bagget	3434	Labor			-	-									-	P.M. _____
7						-									-	READING: 0.5. _____
8															-	SOIL TYPE: C _____
9															-	LOCATION: _____
10															-	
11															-	
12															-	
13															-	
14															-	
15															-	
TOTAL HOURS																-

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	8800000-												
1															-	
2															-	
TOTAL HOURS																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																BEGIN	END	HRS
WEATHER	FAIR	HOT	1561	Ford F250 Pickup	4.50											4.50			-
			16A007	F600	8.50											8.50			-
FAIR	WET	HOT/COLD	12510	Level	8.50											8.50			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	8.50											8.50			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	8.50											8.50			-
TEMPERATURE	92	°F	5610	Conex Box	8.50											8.50			-
TIME WORKED	START	STOP	5215	20' Trailer	8.50											8.50			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	8.50											8.50			-
AFTERNOON	11:30AM	3:30 AM	11654	Diaphragm Pump	8.50											8.50			-
NIGHT			13816	Trench Box 8'	8.50											8.50			-
TOTAL HRS FOR DAY	9 Hrs		13930	Trench Box 16'	8.50											8.50			-
WORK COMPLETED			13910	Material Box	8.50											8.50			-
PHASE	QUANTITY	UNITS	13461	Tamp	8.50											8.50			-
1			2244	303.5 Cat	8.50											8.50			-
2			8594	Pothole Machine	-											-			-
3			2412	926 Cat	8.50											8.50			-
4			2393	308 Cat	-											-			-
5			5633	Conex Box	8.50											8.50			-
6			11443	Test Pump	8.50											8.50			-
7			11622	Centrifugal Pump	8.50											8.50			-
8			13474	Tamp	8.50											8.50			-
9			13770	Pipe Saw	8.50											8.50			-
10			1582	Ford F250 Pickup	4.00											4.00			-
11																-			-
12																-			-
13																-			-
14																-			-
15																-			-
TOTAL HOURS																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to finish backfilling excavation and dressing up area. Had to bring in some extra topsoil. Made sure to rake out yard. Moved all equipment back to city yard for the weekend. Had sure everything was safed up on all jobs for the weekend. Had to go down to Hemphill yard to swap my work truck back out.

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

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

KENNETH MCCARDLE
FOREMAN

Work Order 58784 – 80 Summit Ridge Dr.

<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	Superintendent	\$107.00	\$1,177.00
2	20	HR	Foreman	\$96.81	\$1,936.20
3	20	HR	Trackhoe & Operator (308)	\$117.19	\$2,343.80
4	20	HR	Front End Loader & Operator	\$132.47	\$2,649.40
5	20	HR	Pipelayer	\$45.86	\$917.20
6	20	HR	Laborer	\$38.72	\$774.40
7	20	HR	Pickup Truck	\$22.42	\$448.40
8	20	HR	Flatbed Truck	\$19.36	\$387.20
9	20	HR	Small Incidental Tools	\$15.29	\$305.80
10	20	HR	Vacuum Excavator	\$81.52	\$1,630.40
11	40	HR	Trench Box (X2)	\$5.10	\$204.00
12	20	HR	Material Box	\$5.10	\$102.00
13	80	HR	Pump (x4)	\$5.10	\$408.00
14	40	HR	Tamp (x2)	\$6.11	\$244.40
15	20	HR	Pipelaser	\$3.06	\$61.20
16	1	LS	Revell Ace	\$502.07	\$502.07
17	1	LS	Eagle	\$125.00	\$125.00

TOTAL AMOUNT DUE

\$14,216.47

Sewer repair due to utility bore
at 80 Summit Ridge Drive

Invoice #: H25106-01-F-58784

GL Code: 400-680-637
Funding: WSOM



Work Order #: 58784

Work Order Date: 06/11/25

Work Type:

Priority:

Status: Open

Prepared By: Barry Cutrer

Type of Work Order:

Request Type: Sewer - Sinkhole

Date Requested: 06/10/2025

Name: Kevin Camp

Service Address or Request 80 Summit Ridge Drive

Location:

Phone Number: 601-668-3547

Email Address:

Reported By: Mr. Camp, via Protel

Department:

Ward:

Nature of Request: Mr. Camp states- "Someone was doing work installing cables for the city & they drilled under his driveway & it's now washing out & collapsing his driveway."

Scheduled Completion Date:

Date Work Order

Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If

Necessary:

Additional Information: See PHOTOS & NOTES

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

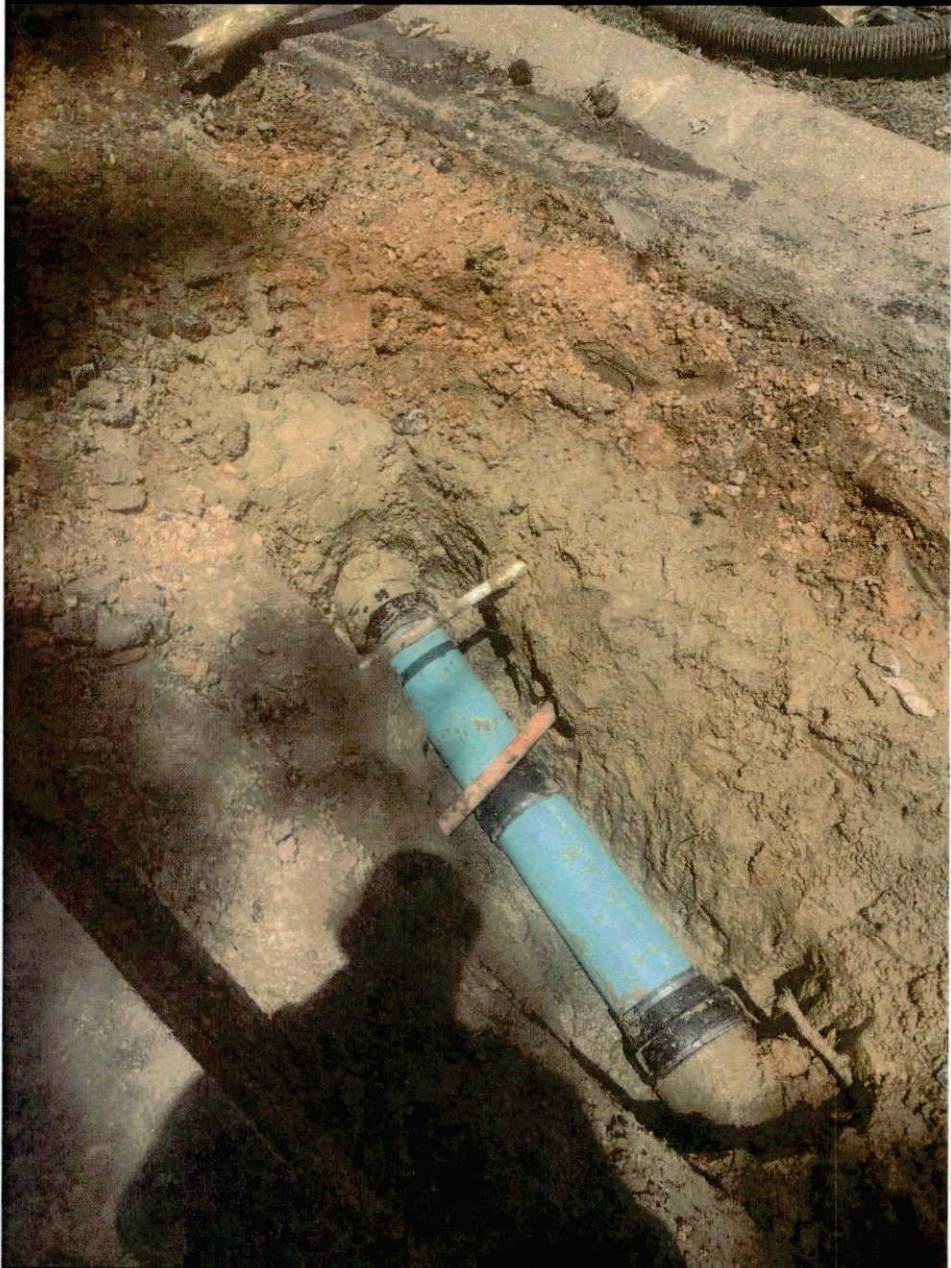
09/03/2025

Bishop's invoice #27664 - 8/26/25 - \$540.00

Jetted camera about 100ft up line from m/h down street and found orange cable through top of line









450 Industrial Drive
Jackson MS 39209

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

RECEIVED

AUG 29 2025

INVOICE

Date	Account #	Invoice #	Due Date
8/29/2025	H24192	75063	9/28/2025
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:

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

SHIP TO:

H24192 - Brandon Maint. Project
See below for address and contact
Brandon, MS 39047
MPC#: MP-31168726

RECEIVED

PO or JOB #		TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H25106 / Kenneth		1% 10 Net 30	NRP	8/27/2025	Eagle Truck	Jobsite	H24192 - Brandon Maint. Project	
QTY	U/M	DESCRIPTION				UNIT	EXT	
5	ea	2-1/2in SCH40 PVC pressure 45 degree bend - SW x SW # 21/2S4045-SW				11.00	55.00	
20	ft	2-1/2in SCH40 PVC pressure water pipe - bell end # 21/2S40BE				3.50	70.00	
H25106 - 04000 - 04 - J66								

SEP 03 2025

Angle Oswalt

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:	\$125.00
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$125.00

SOUTH JACKSON
601-372-5534

CLINTON
601-924-4510

FLORENCE/RICHLAND
601-932-2690

NORTH JACKSON
601-812-1400

PEARL
601-939-2861

BYRAM
601-371-8429

RESERVOIR
601-724-8999

OUTDOOR POWER
601-939-0500

Serving
Central MS
Since 1950

REVELL

"If it's
hardware, we
have it!"

PAGE NO: 1
BILLING QUESTIONS
PHONE 601-372-5534
FAX 601-371-8727
EMAIL: revell.accounting@teamrevell.com

PLEASE MAIL PAYMENT TO:
P.O. BOX 54427
PEARL, MS 39288-4427

RECEIVED
Thank you for shopping at Revell
*** God Bless America! ***
SEP 02 2025

CUSTOMER NO: 22060 JOB NO: 000 PURCHASE ORDER: H25106 REFERENCE: KENNT MCCADLE TERMS: NET 30 DAYS CLERK: MAL DATE / TIME: 8/29/25 3:01

SOLD TO:
HEMPHILL CONSTRUCTION
P. O. BOX 879

FLORENCE MS 39073

SHIP TO:

TERMINAL: 574

SALESPERSON: S1 RSG BRNCH
TAX: 201 PEARL MS SALES TAX

REWARD NO:19475782609

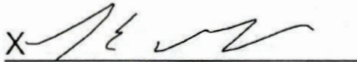
INVOICE: 401134/2

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE /PER	EXTENSION
1	1	EA	3014290	EX CORD 14/3SJTW RD 50'	18A03	1	41.99 /EA	41.99
1	1	EA	1499359	JOINT KNIF W/HAMMR6"FLEX	04B07	1	9.49 /EA	9.49 C
1	1	EA	2019297	OSCI BLADE 1-3/4" 3PK	24A05	1	36.09 /EA	36.09 C
1	1	EA	2029410	FLX HD WRNCH SET SAE 7PC	06B02	1	170.97 /EA	170.97 S
				Return Value \$ 129.970				
				Instant Savings				
1	1	EA	2009028	M18 FUEL OSCILAT TOOL BT	04B01	1	249.00 /EA	249.00 *
-1	-1	EA	IS486716	\$41 INSTANT SAVINGS-2029410	CRED	1	41.00 /EA	-41.00 RSN
				CREDIT RETURN				

** AMOUNT CHARGED TO STORE ACCOUNT ** 502.07

TAXABLE 507.54
NON-TAXABLE -41.00
SUB-TOTAL 466.54

TAX AMOUNT 35.53
TOTAL AMOUNT 502.07

X 
Received By

(KENNETH)



REVELL ACE Hardware

REVELL HARDWARE & SUPPLY GROUP

REVELL RENTAL & OUTDOOR

REVELL B2B

JOB NO: H25106-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE: 8/27/2025				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: WEDNESDAY				REVIEWED: JGL	

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER										
1	KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____										
2	JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING: 0.5. _____										
3	BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE: C _____										
4	CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION: 80 Summit Ridge Dr _____										
5	CEDRIC HYDE	3377	Labor			11.00	-										11.00	_____										
6							-											P.M. _____										
7							-											READING: 0.5. _____										
8							-											SOIL TYPE: C _____										
9							-											LOCATION: 80 Summit Ridge Dr _____										
10							-											_____										
11							-											_____										
12							-											_____										
13							-											_____										
14							-											_____										
15							-											_____										
TOTAL HOURS																		-	-	-	-	-	-	-	-	-	-	-

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-																									
1																		-										
2																		-										
TOTAL HOURS																		-	-	-	-	-	-	-	-	-	-	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-													TOTAL	EQ COORDINATOR READINGS									
WORK DAY (Y/N)	YES																		BEGIN	END	HRS							
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	11.00													11.00			-							
			16A007	F600	11.00													11.00			-							
	FAIR	WET	12510	Level	11.00													11.00			-							
	CLOUDY	RAIN	13716	Pipe Saw	11.00													11.00			-							
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00													11.00			-							
TEMPERATURE	87	°F	5610	Conex Box	11.00													11.00			-							
TIME WORKED	START	STOP	5215	20' Trailer	11.00													11.00			-							
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	11.00													11.00			-							
AFTERNOON	11:30AM	6:00PM	11654	Diaphragm Pump	11.00													11.00			-							
NIGHT			13816	Trench Box 8'	11.00													11.00			-							
TOTAL HRS FOR DAY	11.5 Hrs		13930	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			2244	303.5 Cat	11.00													11.00			-							
2			8594	Pothole Machine	11.00													11.00			-							
3			2412	926 Cat	11.00													11.00			-							
4			2392	308 Cat	-													-			-							
5			5633	Conex Box	11.00													11.00			-							
6			11443	Test Pump	11.00													11.00			-							
7			PU3006	Centrifugal Pump	11.00													11.00			-							
8			13474	Tamp	11.00													11.00			-							
9			13770	Pipe Saw	11.00													11.00			-							
10																		-			-							
11																		-			-							
12																		-			-							
13																		-			-							
14																		-			-							
14																		-			-							
14																		-			-							
15																		-			-							
TOTAL HOURS																		-	-	-	-	-	-	-	-	-	-	-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to go to 80 Summit Ridge Dr to investigate sewer break. Had to sawcut asphalt and tear asphalt out. Excavated down on sewer main and found a communication conduit bored thru 8" concrete sewer main. So we cleaned off pipe and cut out bad section. Cut a 54" section of 8" PVC pipe and installed back together with rubber couplings. Made sure to bed pipe with sand to secure it. Backfilled excavation in roadway with 5/10 limestone and made sure to pack it properly. Moved all equipment back to city yard for the night. Made sure all trash was cleaned up before we left. We had to check a sinkhole underneath driveway to see if it was caused by sewer break down the where we fixed it. We put water and dye in sinkhole and it was still getting into sewer main. So we will have to go back there when we get down pumping flowable fill tomorrow.

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: H25106-		PROJECT: Brandon Maintenance		DATE: 8/29/2025		DAY OF WEEK: FRIDAY		ACCIDENTS: ☐ YES ☒ NO		INCIDENTS: ☐ YES ☒ NO		SUPERINTENDENT: Chad Phelps		REVIEWED: JGL	
-----------------	--	------------------------------	--	-----------------	--	---------------------	--	--	--	--	--	-----------------------------	--	---------------	--



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 O.S. _____
3 BARRET ABRAMS	2930	Trackhoe			9.00	-								9.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			9.00	-								9.00	LOCATION 80 Summit Ridge Dr _____
5 CEDRIC HYDE	3377	Labor			9.00	-								9.00	_____
6						-								-	P.M. _____
7						-								-	READING O.S. _____
8						-								-	SOIL TYPE C _____
9						-								-	LOCATION _____
10						-								-	_____
11						-								-	_____
12						-								-	_____
13						-								-	_____
14						-								-	_____
15						-								-	_____
TOTAL HOURS						-	-	-	-	-	-	-	-	-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-											
1														-
2														-
TOTAL HOURS						-	-	-	-	-	-	-	-	

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-									TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES														BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	9.00									9.00			-
			16A007	F600	9.00									9.00			-
	FAIR	WET	12510	Level	9.00									9.00			-
	CLOUDY	RAIN	13716	Pipe Saw	9.00									9.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	9.00									9.00			-
TEMPERATURE	74	°F	5610	Conex Box	9.00									9.00			-
TIME WORKED	START	STOP	5215	20' Trailer	9.00									9.00			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	9.00									9.00			-
AFTERNOON	11:30AM	4:00PM	11654	Diaphragm Pump	9.00									9.00			-
NIGHT			13816	Trench Box 8'	9.00									9.00			-
TOTAL HRS FOR DAY	9.5 Hrs		13930	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			-
			2244	303.5 Cat	9.00									9.00			-
			8594	Pothole Machine	9.00									9.00			-
			2412	926 Cat	9.00									9.00			-
			2392	308 Cat	-									-			-
			5633	Conex Box	9.00									9.00			-
			11443	Test Pump	9.00									9.00			-
			PU3006	Centrifugal Pump	9.00									9.00			-
			13474	Tamp	9.00									9.00			-
			13770	Pipe Saw	9.00									9.00			-
														-			-
														-			-
														-			-
														-			-
														-			-
														-			-
														-			-
														-			-
														-			-
														-			-
TOTAL HOURS						-	-	-	-	-	-	-	-	-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

 We had to go back to 80 Summit Ridge Dr and take out concrete driveway to investigate sinkhole underneath it. We found a sewer manhole that city wasn't aware of. It had a hole in side of manhole from lifting eye. We took old casting off and installed a new one to the grade of driveway. We bricked it up and concreted it on. We grouted up hole in the side of manhole. Once concrete was set up we backfilled driveway with 6/10 Limestone and graded it out. Made sure to tamp it all in around manhole casting. Made sure everything was safed up and cleaned up for the weekend. Moved all equipment back to the city yard.

☒ 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	6	HR	Superintendent	\$107.00	\$642.00
2	11	HR	Foreman	\$96.81	\$1,064.91
3	11	HR	Trackhoe & Operator (308)	\$117.19	\$1,289.09
4	11	HR	Front End Loader & Operator	\$132.47	\$1,457.17
5	11	HR	Pipelayer	\$45.86	\$504.46
6	11	HR	Laborer	\$38.72	\$425.92
7	11	HR	Pickup Truck	\$22.42	\$246.62
8	11	HR	Flatbed Truck	\$19.36	\$212.96
9	11	HR	Small Incidental Tools	\$15.29	\$168.19
10	11	HR	Vacuum Excavator	\$81.52	\$896.72
11	22	HR	Trench Box (X2)	\$5.10	\$112.20
12	11	HR	Material Box	\$5.10	\$56.10
13	44	HR	Pump (x4)	\$5.10	\$224.40
14	22	HR	Tamp (x2)	\$6.11	\$134.42
15	11	HR	Pipe Laser	\$3.06	\$33.66
16	1	LS	Eagle	\$67.50	\$67.50

TOTAL AMOUNT DUE**\$7,536.32**

Storm Drain Pipe Repair near 329 Eastridge Drive

Invoice #: H25106-01-F-48809

GL Code: 314-600-702 & 314-600-718

Funding: HB1353 & HB603



Work Order #: 48809

Work Order Date: 07/24/23

Work Type:

Priority:

Status: Open

Prepared By: X Paul Brannon

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

Request Type: Drainage - Sinkhole

Date Requested: 07/24/2023

Name: Mike McPhail

Service Address or Request Location: 329 Eastridge Drive

Phone Number: 601-594-4034

Email Address:

Reported By: Homeowner

Department: Drainage

Ward:

Nature of Request: Sink hole at storm drain

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:

Employee Cost: \$0.00

Equipment Cost: \$0.00

Material Cost: \$0.00

Inventory Cost: \$0.00

Purchase Order Cost: \$0.00

Total Cost: \$0.00

Signature:

Date:







450 Industrial Drive
Jackson MS 39219

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

INVOICE

RECEIVED

AUG 29 2025

RECEIVED

Date	Account #	Invoice #	Due Date
8/29/2025	H24192	75041	9/28/2025
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:

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

SHIP TO:

H24192 - Brandon Maint. Project
See below for address and contact
Brandon, MS 39047
MPC#: MP-31168726

PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT
H25106 / Kenneth	1% 10 Net 30	NRP	8/26/2025	Eagle Truck	Jobsite	H24192 - Brandon Maint. Project

QTY	U/M	DESCRIPTION	UNIT	EXT
10	ea	** drop at Brandon city yard ** 2-1/2in sch40 PVC pressure female adapter - FIPT x SW # 21/2S40FA	6.75	67.50

H25106 - 040001-04 - JG

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:	\$67.50
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$67.50

JOB NO: H25106-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE: 8/26/2025				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: TUESDAY				REVIEWED: JGL	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION 140 Parkside Dr _____
5 CEDRIC HYDE	3377	Labor			11.00	-										11.00	_____
6						-										-	P.M. _____
7						-										-	READING 0.5 _____
8																-	SOIL TYPE C _____
9																-	LOCATION 140 Parkside Dr _____
10																-	_____
11																-	_____
12																-	_____
13																-	_____
14																-	_____
15																-	_____
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)	YES		1582	Ford F250 Pickup	11.00											11.00			-
WEATHER	FAIR	HOT	16A007	F600	11.00											11.00			-
FAIR	WET	HOT/COLD	12510	Level	11.00											11.00			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00											11.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00											11.00			-
TEMPERATURE	87	°F	5610	Conex Box	11.00											11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00											11.00			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	11.00											11.00			-
AFTERNOON	11:30AM	6:00PM	11654	Diaphragm Pump	11.00											11.00			-
NIGHT			13816	Trench Box 8'	11.00											11.00			-
TOTAL HRS FOR DAY	11.5 Hrs		13930	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			2244	303.5 Cat	11.00											11.00			-
2			8594	Pothole Machine	11.00											11.00			-
3			2412	926 Cat	11.00											11.00			-
4			2392	308 Cat	-											-			-
5			5633	Conex Box	11.00											11.00			-
6			11443	Test Pump	11.00											11.00			-
7			PU3006	Centrifugal Pump	11.00											11.00			-
8			13474	Tamp	11.00											11.00			-
9			13770	Pipe Saw	11.00											11.00			-
10																-			-
11																-			-
12																-			-
13																-			-
14																-			-
14																-			-
14																-			-
14																-			-
15																-			-
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to go to 140 Parkside Dr to investigate sinkhole behind curb line on storm drain pipe. Excavated out and cleaned off 18" concrete pipe and found a joint separation and a crack in lift hole. So we prepped area and poured concrete collar on joint and poured concrete on lift eye. Checked for leaks and then backfilled excavation. Dressed up yard and installed walkies on curb line. Moved all equipment back to Brandon yard. Made sure everything was cleaned up.

☒ 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



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: RICHLAND CREEK STONEBRIDGE NRCS EWP DITCH PROJECT
NRCS AGREEMENT #: NR244423XXXXC112
PAY REQUEST 2, PAY REQUEST 3 FINAL, & CONTRACT AMENDMENT 1 (FINAL)

Asking for your consideration to approve the following from ERS, Inc. for the Richland Creek Stonebridge NRCS EWP Ditch Project. These items are the final documentation to close out this project.

1. Approve Pay Request 2 in the amount of \$337,749.59 and authorize payment of the same.
2. Approve Contract Amendment 1 (Final Summary Change Order) at a decrease of \$4,558.57 in the project cost due to final project quantities and authorize the Mayor to execute the same.
3. Approve Pay Request 3 FINAL in the amount of \$23,796.07 and authorize payment of the same.

On April 7, 2025, the Board awarded the bid to ERS, Inc. for the Richland Creek Stonebridge NRCS EWP Ditch Project as the lowest and best bid received.

This project allowed for erosion control and stabilization of Richland Creek around the City of Brandon sewer mains in the Stonebridge Development area.

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

ATTACHMENTS:

- Neel-Schaffer Recommendation Letter
- Pay Request 2, Pay Request 2, & Contract Amendment 1 (FINAL)

GL Code: 314-600-720

Funding: NRCS Grant



NEEL-SCHAFER

September 2, 2025

Mayor Butch Lee
City of Brandon
P O Box 1539
Brandon, MS 39043-1539

REFERENCE: City of Brandon – Richland Creek Stonebridge NRCS EWP Project
NR244423XXXXC112
CONTRACTOR PROGRESS ESTIMATE NO. 2

Dear Mayor Lee,

Please find the attached construction progress estimate #2 for the referenced project. The attachments include the contractor's invoice and engineer's work in progress estimate for this pay period.

We have reviewed the pay application for accuracy and completeness and in accordance with the provisions set forth in the contract documents and recommend payment to **ERS, Inc. in the amount of \$337,749.59.**

The total project award is \$480,480.00. For your convenience, a progress summary has been provided in the table below.

PROJECT SUMMARY				
JTD Earnings	Retainage (5%)	JTD Earnings Less Retainage	Percent Contract Earned	Percent Contract Time Elapsed
\$475,921.43	\$23,796.07	\$452,125.36	99.05%	78.33%

Please approve payment to the Contractor as requested and authorize the Mayor to sign the attached Progress Summary Sheet.

Should you have any questions, please do not hesitate to contact me. Thank you for this opportunity to be of service.

Sincerely,

Chad Edwards

Chad Edwards, P.E.
Project Manager

P: 601.948.3071 | F: 601.948.3178

4450 Old Canton Road, Suite 100, Jackson, MS 39211

P.O. Box 22625, Jackson, MS 39225-2625

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



Neel-Schaffer, Inc.
Chad Edwards, Project Engineer/Manager
Contractor's Estimate
City of Brandon - Richland Creek Stonebridge EWP

Owner: City of Brandon		Project No. 18918.00		Richland Creek Stonebridge EWP	
Estimate of Work Done and Amount Due		ERS, Inc. 1635 Lelia Drive, Suite 202, Jackson MS 39216			
Progress Payment Estimate No.: Two (2)		08/01/25 thru 08/31/25			
Prepared: August 1, 2025					
Total Value of Work Performed To Date:		\$475,921.43		Previous Estimates: \$120,395.55	
This Estimate		\$355,525.88		NTP: 7/16/2025 with 60 Calendar Days Allowed	

Item No	Item	TOTAL QUANTITIES				Unit	Unit Price	Amount
		Contract Quantity	This Period	Prior Periods	Allowed to Date			
S-200-A	MOBILIZATION	1.00		1.00	1.000	LS	\$ 25,000.00	\$25,000.00
S-201-B	CLEARING AND GRUBBING	1.50		1.50	1.500	AC	\$ 3,000.00	\$4,500.00
S-203-A	UNCLASSIFIED EXCAVATION, PM	132.00	132.00		132.000	CY	\$ 21.00	\$2,772.00
S-203-E	BORROW EXCAVATION, CONTRACTOR FURNISHED, LVM, CLASS C	2396.00		2,400.00	2,400.000	CY	\$ 23.00	\$55,200.00
S-203-H	EXCESS EXCAVATION, LVM	500.00		500.00	500.000	CY	\$ 20.00	\$10,000.00
901-S-228-A	HYDROSEEDING	1.00	1.00		1.000	AC	\$ 7,537.00	\$7,537.00
S-232-A	EROSION CONTROL BLANKET, TYPE II, AOS 0.15-0.84	1259.00	1300.00		1,300.000	SY	\$ 4.00	\$5,200.00
S-233-A	TEMPORARY SILT FENCE, TYPE II, AOS 0.15-0.84	600.00		520.00	520.000	LF	\$ 4.00	\$2,080.00
S-304-D	CRUSHED STONE (SIZE 610)	264.00	250.06	231.35	481.410	TON	\$ 93.00	\$44,771.13
S-618-A	MAINTENANCE OF TRAFFIC	1.00	0.80	0.20	1.000	LS	\$ 3,000.00	\$3,000.00
S-815-A	LOOSE RIPRAP, 300 LB.	3011.00	2771.06		2,771.060	TON	\$ 105.00	\$290,961.30
S-815-B	GROUTED RIPRAP	45.00	45.00		45.000	CY	\$ 320.00	\$14,400.00
S-815-E	GEOTEXTILE UNDER RIPRAP, TYPE V, AOS 0.21-0.43	3340.00	3000.00	500.00	3,500.000	SY	\$ 3.00	\$10,500.00
Contract Amount:		\$480,480.00		Earned Work to				\$475,921.43

Contract Time Calendar Days:		60 CALENDAR DAYS	
Calendar Days this PERIOD:		NTP 7/16/2025	
Previous Calendar Days:			
Total Calendar Days to Date:			
Project % Complete to Date:			
% of Elapsed Contract Time:			
Total Value of Work Performed to Date:		\$475,921.43	
Less 5% Retainage:		\$23,796.07	
Total Due:		\$452,125.36	
Less Previous Payments:		\$114,375.77	
Net Amount Due this Estimate:		\$337,749.59	
Less Deductions to Date:		\$0.00	
Net Payment Due:		\$337,749.59	

Certified Correct:

Approved for Payment:

By: Chad Edwards 9.2.25
Engineer/Neel-Schaffer, Inc.

By: _____
Mayor
City of Brandon, MS

Accepted:

By: G. R. Shaw
Contractor
ERS, Inc.



NEEL-SCHAFFER

September 11, 2025

Mayor Butch Lee
City of Brandon
P O Box 1539
Brandon, MS 39043-1539

REFERENCE: City of Brandon – Richland Creek Stonebridge NRCS EWP Project
NR244423XXXXC112
CONTRACT AMENDMENT NO. 1

Dear Mayor Lee

Please find attached the Contract Amendment #1 to the contract with ERS, Inc. for the Richland Creek Stonebridge NRCS EWP Project

This contract amendment is a **decrease** in the contract. The purpose of this amendment is to revise the contract to reflect actual quantities used during construction.

Enclosed is a detailed tabulation of the pay items and quantities.

Summary:

• Original Contract Amount	\$ 480,480.00
• <u>Contract Amendment #1</u>	\$ (4,558.57)
• Amended Contract Amount	\$ 475,921.43

Please approve this change to the contract and authorize the Mayor to sign the Contract Amendment which has already been executed by the Contractor.

Sincerely,

NEEL-SCHAFFER, INC

Chad Edwards

Chad Edwards, P.E.
Project Manager

landscape architects
environmental scientists
surveyors
planners
engineers

P: 601.948.3071 | F: 601.948.3178

4450 Old Canton Road, Suite 100, Jackson, MS 39211

P.O. Box 22625, Jackson, MS 39225-2625

www.neel-schaffer.com



CONTRACT AMENDMENT

NO. 1

Project: City of Brandon NRCS Erosion Control
Project – Richland Creek Stonebridge EWP
Project # NR24_C112 Date: Sept 11, 2025

Owner: City of Brandon, MS

Contractor: ERS, Inc.

The contract, dated 6 May 2025, between the above-listed parties, is hereby amended as set forth below. Description of and reason for amendment:

- Due to changes in the existing site conditions, field adjustments were required on several pay items to construct the project in accordance with the plans and specifications. These changes included additional borrow material, erosion blanket, crushed stone and geo-textile under the rip rap. Other pay items under-ran from the original estimated quantities and are reflected in the attached detailed tabulation.

*** A detailed tabulation of changes is shown on the attachment to this amendment.

Contract Amount is Amended as Follows:

Present Contract Amount	<u>\$480,480.00</u>
Net Change in Contract	<u>(\$4,558.57)</u>
Amended Contract Amount	<u>\$475,921.43</u>

Contract Time is Amended as Follows:

Present Completion Date	<u>60 Calendar Days</u>
Net Change-No. of Days	<u>-0-</u>
Amended Completion Date	<u>60 Calendar Days</u>

Chad Edwards

Recommended by _____ 9.11.25

Engineer

Approved by *Chris Kohls* 9.12.25

Contractor

Approved by _____

Owner

Approved by *John J. Raines* 9.12.25

Contractor's Surety

Granite Re, Inc. Attorney-in-Fact

September 11, 2025

Mayor Butch Lee
 City of Brandon
 P O Box 1539
 Brandon, MS 39043-1539

REFERENCE: City of Brandon – Richland Creek Stonebridge NRCS EWP Project
 NR244423XXXXC112
 CONTRACTOR PROGRESS ESTIMATE NO. 3 (FINAL)

Dear Mayor Lee,

Please find the attached construction progress estimate #3 & FINAL for the referenced project. The work has been completed and the contractor has requested payment of the 5% retainage withheld from job-to-date pay requests, totaling \$23,796.07.

The final inspection was held on 9/8/2025. We have reviewed the pay application for accuracy and completeness and in accordance with the provisions set forth in the contract documents and recommend final payment to **ERS, Inc. in the amount of \$23,796.07.**

The total final project award is \$475,921.43 including Contract Amendment #1.

PROJECT SUMMARY				
JTD Earnings	Retainage (5%)	JTD Earnings Less Retainage	Percent Contract Earned	Percent Contract Time Elapsed
\$475,921.43	\$23,796.07	\$452,125.36	100%	91.67%

Please approve payment to the Contractor as requested and authorize the Mayor to sign the attached FINAL Summary Sheet.

Should you have any questions, please do not hesitate to contact me. Thank you for this opportunity to be of service.

Sincerely,



Chad Edwards, P.E.
 Project Manager

Enc: G707 Consent of Surety to Final Payment
 G706 Contractor's Affidavit of Payment of Debts and Claims
 G706A Contractor's Release of Liens



Neel-Schaffer, Inc.
Chad Edwards, Project Engineer/Manager
Contractor's Estimate
City of Brandon - Richland Creek Stonebridge EWP

Owner: City of Brandon		Project No. 18918.00		Richland Creek Stonebridge EWP				
Estimate of Work Done and Amount Due		ERS, Inc. 1635 Lelia Drive, Suite 202, Jackson MS 39216						
Progress Payment Estimate No.: Three (FINAL)		09/01/25 thru					09/08/25	
Prepared: September 11, 2025								
Total Value of Work Performed To Date:		\$475,921.43			Previous Estimates:		\$475,921.43	
This Estimate \$0.00		NTP: 7/16/2025 with 60 Calendar Days Allowed						
Item No	Item	TOTAL QUANTITIES				Unit	Unit Price	Amount
		Contract Quantity	This Period	Prior Periods	Allowed to Date			
S-200-A	MOBILIZATION	1.00		1.00	1.000	LS	\$ 25,000.00	\$25,000.00
S-201-B	CLEARING AND GRUBBING	1.50		1.50	1.500	AC	\$ 3,000.00	\$4,500.00
S-203-A	UNCLASSIFIED EXCAVATION, PM	132.00		132.00	132.000	CY	\$ 21.00	\$2,772.00
S-203-E	BORROW EXCAVATION, CONTRACTOR FURNISHED, LVM, CLASS C	2396.00		2,400.00	2,400.000	CY	\$ 23.00	\$55,200.00
S-203-H	EXCESS EXCAVATION, LVM	500.00		500.00	500.000	CY	\$ 20.00	\$10,000.00
901-S-228-A	HYDROSEEDING	1.00		1.00	1.000	AC	\$ 7,537.00	\$7,537.00
S-232-A	EROSION CONTROL BLANKET, TYPE II, AOS 0.15-0.84	1259.00		1,300.00	1,300.000	SY	\$ 4.00	\$5,200.00
S-233-A	TEMPORARY SILT FENCE, TYPE II, AOS 0.15-0.84	600.00		520.00	520.000	LF	\$ 4.00	\$2,080.00
S-304-D	CRUSHED STONE (SIZE 610)	264.00		481.41	481.410	TON	\$ 93.00	\$44,771.13
S-618-A	MAINTENANCE OF TRAFFIC	1.00		1.00	1.000	LS	\$ 3,000.00	\$3,000.00
S-815-A	LOOSE RIPRAP, 300 LB.	3011.00		2,771.06	2,771.060	TON	\$ 105.00	\$290,961.30
S-815-B	GROUTED RIPRAP	45.00		45.00	45.000	CY	\$ 320.00	\$14,400.00
S-815-E	GEOTEXTILE UNDER RIPRAP, TYPE V, AOS 0.21-0.43	3340.00		3,500.00	3,500.000	SY	\$ 3.00	\$10,500.00
	Contract Amount:	\$480,480.00		Earned Work to				\$475,921.43
Contract Time Calendar Days:								60 CALENDAR DAYS
Calendar Days this PERIOD:								NTP 7/16/2025
Previous Calendar Days:								
Total Calendar Days to Date:								
Project % Complete to Date:								99.05%
% of Elapsed Contract Time:								91.67%
Total Value of Work Performed to Date:								\$475,921.43
Less 0 % Retainage:								\$0.00
Total Due:								\$475,921.43
Less Previous Payments:								\$452,125.36
Net Amount Due this Estimate:								\$23,796.07
Less Deductions to Date:								\$0.00
Net Payment Due:								\$23,796.07

Certified Correct:

Approved for Payment:

Chad Edwards

9.11.25

Engineer/Neel-Schaffer, Inc.

By:

Mayor

City of Brandon, MS

Accepted:

By:

Contractor
ERS, Inc.

9.12.25

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

GRMS64869

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: City of Brandon
(Name and Address) 1000 Municipal Dr
Brandon, MS 39042

ARCHITECT'S PROJECT NO:

CONTRACT FOR: City of Brandon, NRCS Erosion
Control Project-Richland Creek
Stonebridge EWP Ditch Project

PROJECT: City of Brandon, NRCS Erosion Control
(Name and Address) Project-Richland Creek Stonebridge EWP Ditch
Project

CONTRACT DATED:

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

Granite Re, Inc
14001 Quailbrook Dr
Oklahoma City, OK 73134

, SURETY,

on bond of
(Insert name and address of Contractor)

ERS, Inc
1635 Lelia Dr, Ste 202
Jackson, MS 39216

, CONTRACTOR,

hereby approves 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 Dr
Brandon, MS 39042

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: Sept 12, 2025
(Insert in writing the month followed by the numeric date and year.)

Granite Re, Inc
(Surety)

Tammy D. Vernon
(Signature of Authorized Representative)

Attorney-in-fact - Tammy D. Vernon
(Title)

Attest:
(Seal):

Jodie Th...



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; SHERRILL A. KELLEY; KATHLEEN L. BERNI; WILLIAM B. GIBSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

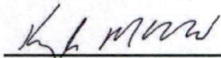
DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; SHERRILL A. KELLEY; KATHLEEN L. BERNI; AMANDA JEAN CHARFAUROS; WILLIAM B. GIBSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



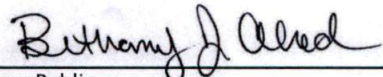

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.

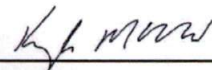
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
12th day of September, 2025.




Kyle P. McDonald, Assistant Secretary



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) **Stonebridge EWP** ARCHITECT'S PROJECT NUMBER: OWNER: ☐
 TO OWNER: (Name and address) **City of Brandon** CONTRACT FOR: General Construction ARCHITECT: ☐
 CONTRACT DATED: **5/6/25** CONTRACTOR: ☐
 SURETY: ☐
 OTHER: ☐

STATE OF: **Mississippi**
 COUNTY OF: **Rankin**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

ERS, Inc.
1635 Lelia Dr., Suite 202
Jackson, MS 39216

BY:

(Signature of authorized representative)

Todd Roberts, President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Stonebridge EWP	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction CONTRACT DATED: 5/6/25	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Brandon		

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

ERS, Inc.
1635 Lelia Dr., Suite 202
Jackson, MS 39216

BY:

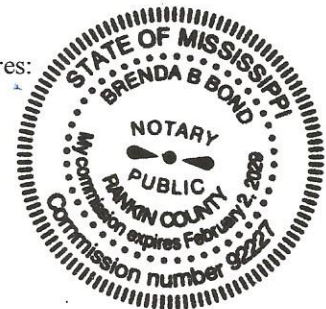

(Signature of authorized representative)

Todd Roberts, President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: 2024 STREET OVERLAY PROJECT
PAY REQUEST 11 FINAL (2) & FINAL SUMMARY CHANGE ORDER (2)

Asking for your consideration to approve the following from Adcamp, Inc. for the 2024 Street Overlay Project. These items include the final Pay Request and documentation for this project.

1. Approve the Final Summary Change Order (2) in the amount of \$87,488.51 at an increase in the project cost and authorize the Mayor to execute the same. The Final Summary Change Order (2) is an increase in the project cost due to striping on Crossgates Drive that was not submitted with the previous Final Summary Change Order.
2. Approve Pay Request 11 FINAL (2) in the amount of \$35,000.30 and authorize payment of the same.

All items listed on Pay Request 11 FINAL (2) were for streets.

On December 18, 2023, the Board awarded the bid for the 2024 Street Overlay Project to Adcamp, Inc.

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

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Adcamp, Inc. – Pay Request 11 FINAL (2) & Final Summary Change Order (2)

GL Code: 300-610-712

Funding: 2024 GO Bond & Modernization Act

September 10th, 2025

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

RE: City of Brandon
CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT
B-10382
Pay Request # 11 (Revised FINAL) & Revised Final Summary Change Order

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request # 11 for construction services for the City of Brandon 2024 Street Overlay and Paving Improvements Project for Ad Camp Inc. in the amount of \$35,000.30. Additionally, please find the Final Summary Change Order (Revised) for the project in the amount of \$87,488.51.

The reason for the additional pay request and Final Summary Change order is that pavement markings on Crossgates Dr. were not submitted for payment, however, the work was completed as required by the plans and specifications.

We have reviewed these documents and recommend they be submitted to the Board for their approval.

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

Sincerely,



Matthew Miller, P.E., P.L.S.
Benchmark Engineering & Surveying, LLC

MWM/olb

cc: File: B-10382
Alex Wade (City of Brandon)
Lon Burt, P.E. (Benchmark)

		Client:	City of Brandon
		Project:	2024 Street Improvements Project
Contractor:	Adcamp, Inc. P. O. Box 54246 Jackson, MS 39288		
Estimate:	Final Summary Change Order	For Period: 6/3/2025(Revised 9/10/2025)	

Analysis of Adjusted Contract to Date:

(A) Original Contract Amount	\$	5,377,885.01
(B) Plus Additions	\$	87,377.49
(C) Deductions	\$	-
(D) Adjusted Contract Amount	\$	5,465,262.50

Analysis of Work Performed to Date:

(A) Cost of Original Contract Work Performed to Date	\$	5,552,751.01
(B) Extra Work Performed to Date	\$	
(C) Total Cost of Work Performed to Date	\$	5,552,751.01
(D) Add: Materials Stored at Close of this Period	\$	-
(E) Subtotal of (C) and (D)	\$	5,552,751.01
(F) Less Amount Retained (5%)	\$	-
(G) Less Penalty	\$	-
(H) Subtotal of (E) and (F)	\$	5,552,751.01
(I) Less Amount of Previous Billings	\$	5,517,750.71
(J) Balance of this Payment	\$	35,000.30

Certification of Contractor:

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the PERIODIC ESTIMATE FOR PARTIAL PAYMENT are correct: that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this PERIODIC ESTIMATE; that no part of the "BALANCE DUE THIS PAYMENT" has been received, and that the undersigned and his subcontractor have (Check applicable line)

☒ Complied with all labor provisions of said contract

☐ Complied with all labor provisions of said contract except in those instances where an honest dispute exists with respect to said labor provisions (if checked, describe briefly nature of dispute.)

Adcamp, Inc.
(Contractor)

Date: 09/09/2025

BY:

Title:

Signature of Authorized Representative

Certification of Architect or Engineer:

I certify that I have checked and verified the above foregoing PERIODIC ESTIMATE FOR PARTIAL PAYMENT, that to the best of my knowledge and belief it is a true and correct statement of work performed and/or materials supplied by the contractor; that all work and/or material included in this PERIODIC ESTIMATE has been periodically monitored by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in substantial accordance with requirements of the referenced contract; and the partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

SIGNED: Jon Burt FOR MWM
(Engineer)

Date: 09/10/2025

					Work Completed				Total Work		
					Previous Period		Current Period		Completed To Date		
Item #	Description of Work	Unit	Quantity	Unit Price	Total			Quantity	Total Amount	Quantity	Total Amount
	City of Brandon, MS 2024 Street Improvement Project										
	Base Bid:										
1	Mobilization	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	-	\$ -	1.00	\$ 30,000.00
2	Maintenance of Traffic	LS	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	-	\$ -	1.00	\$ 20,000.00
3	Removal of Asphalt, All Depths	SY	250.00	\$ 15.00	\$ 3,750.00	1,363.36	\$ 20,450.40	-	\$ -	1,363.36	\$ 20,450.40
4	Removal of Curb & Gutter, All Depths	LF	300.00	\$ 28.80	\$ 8,640.00	1,552.50	\$ 44,712.00	-	\$ -	1,552.50	\$ 44,712.00
5	Cold Milling of Asphalt Pavement, All Depths	SY	139,000.00	\$ 2.00	\$ 278,000.00	161,444.33	\$ 322,888.66	-	\$ -	161,444.33	\$ 322,888.66
6	Adjustment of Utility Appurtenance	EA	20.00	\$ 275.00	\$ 5,500.00	6.00	\$ 1,650.00	-	\$ -	6.00	\$ 1,650.00
7	Excess Excavation, FM, AH	CY	300.00	\$ 25.00	\$ 7,500.00	219.94	\$ 5,498.50	-	\$ -	219.94	\$ 5,498.50
8	610 Limestone	Ton	250.00	\$ 70.00	\$ 17,500.00	34.03	\$ 2,382.10	-	\$ -	34.03	\$ 2,382.10
9	Filter Fabric	SY	500.00	\$ 1.00	\$ 500.00	-	\$ -	-	\$ -	-	\$ -
10	Combination Curb & Gutter, All Types	LF	300.00	\$ 28.80	\$ 8,640.00	1,552.50	\$ 44,712.00	-	\$ -	1,552.50	\$ 44,712.00
11	Bituminous Black Base, BB-I, Type 6	Ton	400.00	\$ 125.00	\$ 50,000.00	998.70	\$ 124,837.50	-	\$ -	998.70	\$ 124,837.50
12	Bituminous Surface Course, SC-I, Type 8	Ton	25,500.00	\$ 109.50	\$ 2,792,250.00	25,628.05	\$ 2,806,271.48	-	\$ -	25,628.05	\$ 2,806,271.48
13	Cleaning & Sealing Cracks	LF	6,000.00	\$ 2.00	\$ 12,000.00	10,179.00	\$ 20,358.00	-	\$ -	10,179.00	\$ 20,358.00
14	6" Continous Thermo Traffic Stripe All Colors	LF	19,500.00	\$ 1.50	\$ 29,250.00	19,505.00	\$ 29,257.50	18,465.00	\$ 27,697.50	37,970.00	\$ 56,955.00
15	6" Cont Thermo Detail Traffic Stripe All Colors	LF	1,000.00	\$ 6.00	\$ 6,000.00	2,541.00	\$ 15,246.00	488.00	\$ 2,928.00	3,029.00	\$ 18,174.00
16	Reflectorized Raised Pavement Markers	EA	325.00	\$ 18.00	\$ 5,850.00	174.00	\$ 3,132.00	175.00	\$ 3,150.00	349.00	\$ 6,282.00
17	Thermoplastic Legend White (12" Stop Bars)	LF	2,000.00	\$ 9.00	\$ 18,000.00	2,284.00	\$ 20,556.00	-	\$ -	2,284.00	\$ 20,556.00
18	Thermoplastic Legend, White, Blue or Yellow	SF	420.00	\$ 16.00	\$ 6,720.00	631.40	\$ 10,102.40	76.55	\$ 1,224.80	707.95	\$ 11,327.20
19	Temporary Striping	LF	3,000.00	\$ 1.00	\$ 3,000.00	-	\$ -	-	\$ -	-	\$ -
	Total Base Bid				\$ 3,303,100.00		\$ 3,522,054.54		\$ 35,000.30		\$ 3,557,054.84
	Alternate Bid #1										
1	Cold Milling of Asphalt Pavement, All Depths	SY	18,000.00	\$ 2.00	\$ 36,000.00	18,055.60	\$ 36,111.20	-	\$ -	18,055.60	\$ 36,111.20
2	Bituminous Surface Course, SC-I, Type 8	Ton	3,700.00	\$ 109.50	\$ 405,150.00	3,327.05	\$ 364,311.98	-	\$ -	3,327.05	\$ 364,311.98
3	Cleaning & Sealing Cracks	LF	2,500.00	\$ 2.00	\$ 5,000.00	4,752.00	\$ 9,504.00	-	\$ -	4,752.00	\$ 9,504.00
4	Thermoplastic Legend White (12" Stop Bars)	LF	184.00	\$ 9.00	\$ 1,656.00	128.00	\$ 1,152.00	-	\$ -	128.00	\$ 1,152.00
	Total Alternate Bid #1				\$ 447,806.00		\$ 411,079.18		\$ -		\$ 411,079.18
	Add Alternate Bid #2										
1	Cold Milling of Asphalt Pavement, All Depths	SY	8,000.00	\$ 2.00	\$ 16,000.00	8,949.90	\$ 17,899.80	-	\$ -	8,949.90	\$ 17,899.80
2	Bituminous Surface Course, SC-I, Type 8	Ton	1,700.00	\$ 109.50	\$ 186,150.00	1,486.95	\$ 162,821.03	-	\$ -	1,486.95	\$ 162,821.03
3	Thermoplastic Legend White (12" Stop Bars)	LF	138.00	\$ 9.00	\$ 1,242.00	133.00	\$ 1,197.00	-	\$ -	133.00	\$ 1,197.00
	Total Bid - Add Alternate #2				\$ 203,392.00		\$ 181,917.83		\$ -		\$ 181,917.83
	Subtotal				\$ 3,954,298.00		\$ 4,115,051.54		\$ 35,000.30		\$ 4,150,051.84

						Work Completed				Total Work	
Item #	Description of Work	Unit	Contract			Previous Period		Current Period		Completed To Date	
			Quantity	Unit Price	Total			Quantity	Total Amount	Quantity	Total Amount
	City of Brandon, MS 2024 Street Improvement Project										
	Add Alternate Bid #3										
1	Maintenance of Traffic	LS	1.00	\$45,000.00	\$ 45,000.00	1.00	\$ 45,000.00	-	\$ -	1.00	\$ 45,000.00
2	Removal of Asphalt, All Depths	SY	3,100.00	\$ 12.44	\$ 38,564.00	3,209.31	\$ 39,923.82	-	\$ -	3,209.31	\$ 39,923.82
3	Removal of Curb & Gutter, All Depths	LF	1,465.00	\$ 20.73	\$ 30,369.45	1,687.64	\$ 34,984.78	-	\$ -	1,687.64	\$ 34,984.78
4	Cold Milling of Asphalt Pavement, All Depths	SY	400.00	\$ 2.00	\$ 800.00	430.55	\$ 861.10	-	\$ -	430.55	\$ 861.10
5	Driveway Removal & Replacement	SY	96.00	\$ 259.07	\$ 24,870.72	89.23	\$ 23,116.82	-	\$ -	89.23	\$ 23,116.82
6	Excess Excavation, FM, AH	CY	2,200.00	\$ 20.73	\$ 45,606.00	3,279.42	\$ 67,982.38	-	\$ -	3,279.42	\$ 67,982.38
7	Borrow Excavation, FM, AH	CY	2,835.00	\$ 33.16	\$ 94,008.60	3,321.66	\$ 110,146.25	-	\$ -	3,321.66	\$ 110,146.25
8	Combination Curb & Gutter, All Types	LF	1,465.00	\$ 22.00	\$ 32,230.00	1,687.64	\$ 37,128.08	-	\$ -	1,687.64	\$ 37,128.08
9	610 Limestone	Ton	150.00	\$ 70.00	\$ 10,500.00	52.93	\$ 3,705.10	-	\$ -	52.93	\$ 3,705.10
10	Filter Fabric	SY	500.00	\$ 1.00	\$ 500.00	-	\$ -	-	\$ -	-	\$ -
11	8" Lime Subbase (6% By Weight)	Ton	80.00	\$ 654.00	\$ 52,320.00	33.76	\$ 22,079.04	-	\$ -	33.76	\$ 22,079.04
12	8" Class C Slurry Lime Treatment	SY	3,350.00	\$ 5.00	\$ 16,750.00	2,944.00	\$ 14,720.00	-	\$ -	2,944.00	\$ 14,720.00
13	Bituminous Surface Course, SC-1, Type 8	Ton	550.00	\$ 109.50	\$ 60,225.00	598.44	\$ 65,529.18	-	\$ -	598.44	\$ 65,529.18
14	Bituminous Black Base, BB-1, Type 6	Ton	520.00	\$ 101.00	\$ 52,520.00	491.05	\$ 49,596.05	-	\$ -	491.05	\$ 49,596.05
15	Adjustment of Storm Inlet	EA	5.00	\$ 3,626.94	\$ 18,134.70	5.00	\$ 18,134.70	-	\$ -	5.00	\$ 18,134.70
16	Topsoil, LVM	CY	230.00	\$ 41.45	\$ 9,533.50	230.00	\$ 9,533.50	-	\$ -	230.00	\$ 9,533.50
17	Solid Sod, Match Existing	SY	350.00	\$ 12.44	\$ 4,354.00	350.00	\$ 4,354.00	-	\$ -	350.00	\$ 4,354.00
18	Permanent Grassing & Seeding	AC	1.00	\$ 2,072.54	\$ 2,072.54	1.00	\$ 2,072.54	-	\$ -	1.00	\$ 2,072.54
	Total Bid - Add Alternate #3				\$ 538,358.51		\$ 548,867.32		\$ -		\$ 548,867.32
	Add Alternate Bid #4										
1	Bituminous Surface Course, SC-1, Type 8	Ton	3,200.00	\$ 109.50	\$ 350,400.00	3,089.05	\$ 338,250.98	-	\$ -	3,089.05	\$ 338,250.98
2	6" Continuous Thermo Traffic Stripe	LF	18,250.00	\$ 1.50	\$ 27,375.00	18,330.00	\$ 27,495.00	-	\$ -	18,330.00	\$ 27,495.00
	Total Bid - Add Alternate #4				\$ 377,775.00		\$ 365,745.98		\$ -		\$ 365,745.98
	Add Alternate #5										
1	Bituminous Black Base, BB-1, Type 6	Ton	2,850.00	\$ 101.00	\$ 287,850.00	-	\$ -	-	\$ -	-	\$ -
2	Bituminous Surface Course, SC-1, Type 8	Ton	1,750.00	\$ 109.50	\$ 191,625.00	3,418.95	\$ 374,375.03	-	\$ -	3,418.95	\$ 374,375.03
3	6" Continuous Thermo Traffic Stripe	LF	11,170.00	\$ 1.50	\$ 16,755.00	11,127.00	\$ 16,690.50	-	\$ -	11,127.00	\$ 16,690.50
	Total Bid - Add Alternate #5				\$ 496,230.00		\$ 391,065.53		\$ -		\$ 391,065.53
	Add Alternate #6										
1	Cold Milling of Asphalt Pavement, All Depths	SY	850.00	\$ 2.00	\$ 1,700.00	439.98	\$ 879.96	-	\$ -	439.98	\$ 879.96
2	Bituminous Surface Course, SC-1, Type 8	Ton	85.00	\$ 109.50	\$ 9,307.50	97.90	\$ 10,720.05	-	\$ -	97.90	\$ 10,720.05
3	Thermoplastic Legend White (12" Stop Bars)	LF	24.00	\$ 9.00	\$ 216.00	19.00	\$ 171.00	-	\$ -	19.00	\$ 171.00
	Total Bid - Add Alternate #6				\$ 11,223.50		\$ 11,771.01		\$ -		\$ 11,771.01
	Subtotal				\$ 1,423,587.01		\$ 1,317,449.83		\$ -		\$ 1,317,449.83

						Work Completed				Total Work	
						Previous Period		Current Period		Completed To Date	
Item #	Description of Work	Unit	Quantity	Unit Price	Total			Quantity	Total Amount	Quantity	Total Amount
	City of Brandon, MS 2024 Street Improvement Project										
	CO# 1 Add Alternate #4										
1	Cold Milling of Asphalt Pavement, All Depths	SY	368.92	\$ 2.00	\$ 737.84	368.92	\$ 737.84	-	\$ -	368.92	\$ 737.84
2	Excess Excavation, FM, AH	CY	74.00	\$ 25.00	\$ 1,850.00	74.00	\$ 1,850.00	-	\$ -	74.00	\$ 1,850.00
3	Bituminous Black Base, BB-1, Type 6	Ton	185.53	\$ 125.00	\$ 23,191.25	185.53	\$ 23,191.25	-	\$ -	185.53	\$ 23,191.25
4	Removal of Asphalt, All Depths	SY	337.16	\$ 15.00	\$ 5,057.40	337.16	\$ 5,057.40	-	\$ -	337.16	\$ 5,057.40
5	Thermoplastic Legend, White, Blue or Yellow	SF	168.00	\$ 16.00	\$ 2,688.00	168.00	\$ 2,688.00	-	\$ -	168.00	\$ 2,688.00
6	Thermoplastic Legend White (12" Stop Bars)	LF	87.00	\$ 9.00	\$ 783.00	87.00	\$ 783.00	-	\$ -	87.00	\$ 783.00
7	6" Continous Thermo Traffic Stripe	LF	1,515.00	\$ 1.50	\$ 2,272.50	1,515.00	\$ 2,272.50	-	\$ -	1,515.00	\$ 2,272.50
	Total CO 1.4 Add Alternate #4				\$ 36,579.99		\$ 36,579.99		\$ -		\$ 36,579.99
	CO #2 Milling and Overlay of Dell Drive										
CO2.1	Removal of Aspalt, All Depths	SY	250.00	\$ 12.44	\$ 3,110.00	296.67	\$ 3,690.57	-	\$ -	296.67	\$ 3,690.57
CO2.2	Cold Milling of Asphalt Pavement, All Depths	SY	2,400.00	\$ 2.00	\$ 4,800.00	1,756.10	\$ 3,512.20	-	\$ -	1,756.10	\$ 3,512.20
CO2.3	Bituminous Surface Course, SC-1 Type 8	Ton	265.00	\$ 109.50	\$ 29,017.50	224.17	\$ 24,546.62	-	\$ -	224.17	\$ 24,546.62
CO2.3	Bituminous Black Base, BB-1, Type 6	Ton	120.00	\$ 101.00	\$ 12,120.00	144.96	\$ 14,640.96	-	\$ -	144.96	\$ 14,640.96
CO2.4	Excess Excavation, FM, AH	CY	70.00	\$ 25.00	\$ 1,750.00	91.16	\$ 2,279.00	-	\$ -	91.16	\$ 2,279.00
	Total CO #2 Dell Drive				\$ 50,797.50		\$ 48,669.35		\$ -		\$ 48,669.35
	Contact Total				\$ 5,465,262.50		\$ 5,517,750.71		\$ 35,000.30		\$ 5,552,751.01



CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING
www.benchmarkms.net

OWNER: CITY OF BRANDON

CONTRACTOR: ADCAMP Inc.

Date: 6/3/2025 (REVISED 09-10-25)

CHANGE ORDER NUMBER: FINAL SUMMARY CHANGE ORDER

PROJECT NAME: CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT

ITEM #	ITEM DESCRIPTION	DESCRIPTION OF CHANGES	UNIT	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT COST	TOTAL CONTRACT COST CHANGE
1	MOBILIZATION	N/A	LS	1	1.00	-	\$ 30,000.00	\$ -
2	MAINTENANCE OF TRAFFIC	N/A	LS	1	1.00	-	\$ 20,000.00	\$ -
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	More base repairs encountered than anticipated; mainly Easthaven	SY	250	1,363.36	1,113.36	\$ 15.00	\$ 16,700.40
4	REMOVAL OF CURB & GUTTER, ALL TYPES	more needed to be removed than anticipated	LF	300	1,552.50	1,252.50	\$ 28.80	\$ 36,072.00
5	COLD MILLING OF ASPHALT PAVEMENT, ALL DEPTHS	Actual number more than estimated	SY	139000	161,444.33	22,444.33	\$ 2.00	\$ 44,888.66
6	ADJUSTMENT OF UTILITY APPURTENANCE	Actual number less than anticipated amount	EA	20	6.00	(14.00)	\$ 275.00	\$ (3,850.00)
7	EXCESS EXCAVATION, FM, AH	More base repairs encountered than anticipated; mainly Easthaven	CY	300	219.94	(80.06)	\$ 25.00	\$ (2,001.50)
8	610 LIMESTONE	Less needed than anticipated	TN	250	34.03	(215.97)	\$ 70.00	\$ (15,117.90)
9	FILTER FABRIC	None needed for the base repairs	SY	500	-	(500.00)	\$ 1.00	\$ (500.00)
10	COMBINATION CURB & GUTTER, ALL TYPES	Actual number more than anticipated amount	LF	300	1,552.50	1,252.50	\$ 28.80	\$ 36,072.00
11	BITUMINOUS BLACK BASE, BB-1 (TYPE 6)	More base repairs encountered than anticipated; mainly Easthaven	TN	400	998.70	598.70	\$ 125.00	\$ 74,837.50
12	BITUMINOUS SURFACE COURSE, SC-1 (TYPE 8)	Actual number more than anticipated amount	TN	25500	25,628.05	128.05	\$ 109.50	\$ 14,021.47

Brandon | 601.591.1077

Flowood | 601.627.7780

Madison | 769.289.0031

Est. 2004



CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING
www.benchmarkms.net

OWNER: CITY OF BRANDON

CONTRACTOR: ADCAMP Inc.

Date: 6/3/2025 (REVISED 09-10-25)

CHANGE ORDER NUMBER: FINAL SUMMARY CHANGE ORDER

PROJECT NAME: CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT

ITEM #	ITEM DESCRIPTION	DESCRIPTION OF CHANGES	UNIT	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT COST	TOTAL CONTRACT COST CHANGE
13	CLEANING & SEALING CRACKS	Actual number more than anticipated amount	LF	6000	10,179.00	4,179.00	\$ 2.00	\$ 8,358.00
14	6" CONTINUOUS THERMOPLASTIC TRAFFIC STRIPE, all	Adjustments made based on streets that needed striping	LF	19500	37,970.00	18,470.00	\$ 1.50	\$ 27,705.00
15	6" CONTINUOUS DETAIL THERMOPLASTIC TRAFFIC STRIPE	Adjustments made based on streets that needed striping	LF	1000	3,029.00	2,029.00	\$ 6.00	\$ 12,174.00
16	REFLECTORIZED RAISED PAVEMENT MARKERS	Less needed than anticipated	EA	325	349.00	24.00	\$ 18.00	\$ 432.00
17	THERMOPLASTIC LEGEND, WHITE (12" STOP BARS)	Adjustments made based on streets that needed striping	LF	2000	2,284.00	284.00	\$ 9.00	\$ 2,556.00
18	THERMOPLASTIC LEGEND, WHITE, BLUE OR YELLOW	Adjustments made based on streets that needed striping	SF	420	707.95	287.95	\$ 16.00	\$ 4,607.20
19	TEMPORARY STRIPING	No temporary striping needed	LF	3000	-	(3,000.00)	\$ 1.00	\$ (3,000.00)
ADD ALTERNATE 1								
1	COLD MILLING OF ASPHALT PAVEMENT, ALL DEPTHS	Actual number more than anticipated amount	SY	18000	18,055.60	55.60	\$ 2.00	\$ 111.20
2	BITUMINOUS SURFACE COURSE, SC-1 (TYPE 8)	Actual number less than anticipated amount	TN	3700	3,327.05	(372.95)	\$ 109.50	\$ (40,838.03)
3	CLEANING & SEALING CRACKS	actual number more than anticipated amount	LF	2500	4,752.00	2,252.00	\$ 2.00	\$ 4,504.00
4	THERMOPLASTIC LEGEND, WHITE (12" STOP BARS)	Actual number less than anticipated amount	LF	184	128.00	(56.00)	\$ 9.00	\$ (504.00)
ADD ALTERNATE 2								

Brandon | 601.591.1077

Flowood | 601.627.7780

Madison | 769.289.0031

Est. 2004



CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING
www.benchmarkms.net

OWNER: CITY OF BRANDON

CONTRACTOR: ADCAMP Inc.

Date: 6/3/2025 (REVISED 09-10-25)

CHANGE ORDER NUMBER: FINAL SUMMARY CHANGE ORDER

PROJECT NAME: CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT

ITEM #	ITEM DESCRIPTION	DESCRIPTION OF CHANGES	UNIT	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT COST	TOTAL CONTRACT COST CHANGE
1	COLD MILLING OF ASPHALT PAVEMENT, ALL DEPTHS	Actual number more than anticipated amount	SY	8,000	8,949.90	949.90	\$ 2.00	\$ 1,899.80
2	BITUMINOUS SURFACE COURSE, SC-1 (TYPE 8)	Actual number less than anticipated amount	TN	1,700	1,486.95	(213.05)	\$ 109.50	\$ (23,328.98)
3	THERMOPLASTIC LEGEND, WHITE (12" STOP BARS)	Actual number less than anticipated amount	LF	138	133.00	(5.00)	\$ 9.00	\$ (45.00)
ADD ALTERNATE 3								
1	MAINTENANCE OF TRAFFIC	N/A	LS	1	1.00	0	\$ 45,000.00	\$ -
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	Actual number more than anticipated amount	SY	3100	3209.31	109	\$ 12.44	\$ 1,359.82
3	REMOVAL OF CURB & GUTTER, ALL TYPES	Actual number more than anticipated amount	LF	1465	1687.64	223	\$ 20.73	\$ 4,615.33
4	COLD MILLING OF ASPHALT PAVEMENT, ALL DEPTHS	Actual number more than anticipated amount	SY	400	430.55	31	\$ 2.00	\$ 61.10
5	DRIVEWAY REMOVAL AND REPLACEMENT	Actual number less than anticipated amount	SY	96	89.23	-7	\$ 259.07	\$ (1,753.90)
6	EXCESS EXCAVATION, FM, AH	Actual number more than anticipated amount	CY	2200	3279.42	1079	\$ 20.73	\$ 22,376.38
7	BORROW EXCAVATION, FM, AH	Actual number more than anticipated amount	CY	2835	3321.66	487	\$ 33.16	\$ 16,137.65
8	COMBINATION CURB & GUTTER, ALL TYPES	Actual number more than anticipated amount	LF	1465	1687.64	223	\$ 22.00	\$ 4,898.08
9	610 LIMESTONE	Actual number less than anticipated amount	TN	150	52.93	-97	\$ 70.00	\$ (6,794.90)

Brandon | 601.591.1077

Flowood | 601.627.7780

Madison | 769.289.0031

Est. 2004



CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING
www.benchmarkms.net

OWNER: CITY OF BRANDON

CONTRACTOR: ADCAMP Inc.

Date: 6/3/2025 (REVISED 09-10-25)

CHANGE ORDER NUMBER: FINAL SUMMARY CHANGE ORDER

PROJECT NAME: CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT

ITEM #	ITEM DESCRIPTION	DESCRIPTION OF CHANGES	UNIT	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT COST	TOTAL CONTRACT COST CHANGE
10	FILTER FABRIC	Actual number less than anticipated amount	SY	500	0.00	-500	\$ 1.00	\$ (500.00)
11	8" LIME SUBBASE (6% BY WEIGHT)	Actual number less than anticipated amount	TN	80	33.76	-46	\$ 654.00	\$ (30,240.96)
12	8" CLASS C SLURRY LIME TREATMENT	Actual number less than anticipated amount	SY	3350	2944.00	-406	\$ 5.00	\$ (2,030.00)
13	BITUMINOUS SURFACE COURSE, SC-1 (TYPE 8)	Actual number more than anticipated amount	TN	550	598.44	48	\$ 109.50	\$ 5,304.18
14	BITUMINOUS BLACK BASE, BB-1 (TYPE 6)	Actual number less than anticipated amount	TN	520	491.05	-29	\$ 101.00	\$ (2,923.95)
15	ADJUSTMENT OF STORM INLET	N/A	EA	5	5.00	0	\$ 3,626.94	\$ -
16	TOPSOIL, LVM	N/A	CY	230	230.00	0	\$ 41.45	\$ -
17	SOLID SOD, MATCH EXISTING	N/A	SY	350	350.00	0	\$ 12.44	\$ -
18	PERMANENT GRASSING & SEEDING	N/A	AC	1	1.00	0	\$ 2,072.54	\$ -
ADD ALTERNATE 4								
1	BITUMINOUS SURFACE COURSE, SC-1 (TYPE 8)	Actual number less than anticipated amount	TN	3200	3,089.05	(110.95)	\$ 109.50	\$ (12,149.03)
2	6" CONTINUOUS THERMOPLASTIC TRAFFIC STRIPE	Actual number more than anticipated amount	LF	18250	18,330.00	80.00	\$ 1.50	\$ 120.00
ADD ALTERNATE 5								
1	BITUMINOUS BLACK BASE, BB-1 (TYPE 6)	Actual number less than anticipated amount	TN	2850	-	(2,850.00)	\$ 101.00	\$ (287,850.00)

Brandon | 601.591.1077

Flowood | 601.627.7780

Madison | 769.289.0031

Est. 2004



CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING
www.benchmarkms.net

OWNER: CITY OF BRANDON

CONTRACTOR: ADCAMP Inc.

Date: 6/3/2025 (REVISED 09-10-25)

CHANGE ORDER NUMBER: FINAL SUMMARY CHANGE ORDER

PROJECT NAME: CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT

ITEM #	ITEM DESCRIPTION	DESCRIPTION OF CHANGES	UNIT	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT COST	TOTAL CONTRACT COST CHANGE
2	BITUMINOUS SURFACE COURSE, SC-1 (TYPE 8)	Actual number more than anticipated amount	TN	1750	3,418.95	1,668.95	\$ 109.50	\$ 182,750.03
3	6" CONTINUOUS THERMOPLASTIC TRAFFIC STRIPE	Actual number less than anticipated amount	LF	11170	11,127.00	(43.00)	\$ 1.50	\$ (64.50)
ADD ALTERNATE 6								
1	COLD MILLING OF ASPHALT PAVEMENT, ALL DEPTHS	Actual number less than anticipated amount	SY	850	439.98	(410.02)	\$ 2.00	\$ (820.04)
2	BITUMINOUS SURFACE COURSE, SC-1 (TYPE 8)	Actual number more than anticipated amount	TN	85	97.90	12.90	\$ 109.50	\$ 1,412.55
3	THERMOPLASTIC LEGEND, WHITE (12" STOP BARS)	Actual number less than anticipated amount	LF	24	19.00	(5.00)	\$ 9.00	\$ (45.00)
Change Order #1								
1.1	COLD MILLING OF ASPHALT PAVEMENT, ALL DEPTHS	N/A	SY	368.92	368.92	0	\$ 2.00	\$ -
1.2	EXCESS EXCAVATION, FM, AH	N/A	CY	74.00	74.00	0	\$ 25.00	\$ -
1.3	BITUMINOUS BLACK BASE, BB-1 (TYPE 6)	N/A	TN	185.53	185.53	-	\$ 125.00	\$ -
1.4	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	N/A	SY	337.16	337.16	0	\$ 15.00	\$ -
1.5	THERMOPLASTIC LEGEND, WHITE, BLUE OR YELLOW	N/A	SF	168.00	168.00	-	\$ 16.00	\$ -
1.6	THERMOPLASTIC LEGEND, WHITE (12" STOP BARS)	N/A	LF	87.00	87.00	-	\$ 9.00	\$ -
1.7	6" CONTINUOUS THERMOPLASTIC TRAFFIC STRIPE	N/A	LF	1515.00	1515.00	-	\$ 1.50	\$ -

Brandon | 601.591.1077

Flowood | 601.627.7780

Madison | 769.289.0031

Est. 2004



CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING
www.benchmarkms.net

OWNER: CITY OF BRANDON

CONTRACTOR: ADCAMP Inc.

Date: 6/3/2025 (REVISED 09-10-25)

CHANGE ORDER NUMBER: FINAL SUMMARY CHANGE ORDER

PROJECT NAME: CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT

ITEM #	ITEM DESCRIPTION	DESCRIPTION OF CHANGES	UNIT	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT COST	TOTAL CONTRACT COST CHANGE
Change Order #2								
2.1	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	Actual number more than anticipated amount	SY	250	296.67	47	\$ 12.44	\$ 580.57
2.2	COLD MILLING OF ASPHALT PAVEMENT, ALL DEPTHS	Actual number less than anticipated amount	SY	2400	1756.10	-644	\$ 2.00	\$ (1,287.80)
2.3	BITUMINOUS SURFACE COURSE, SC-1 (TYPE 8)	Actual number less than anticipated amount	TN	265	224.17	-41	\$ 109.50	\$ (4,470.89)
2.4	BITUMINOUS BLACK BASE, BB-1 (TYPE 6)	Actual number more than anticipated amount	TN	120	144.96	25	\$ 101.00	\$ 2,520.96
2.5	EXCESS EXCAVATION, FM, AH	Actual number more than anticipated amount	CY	70	91.16	21	\$ 25.00	\$ 529.00
ORIGINAL CONTRACT AMOUNT								\$ 5,465,262.50
CONTRACT CHANGE DUE TO PREVIOUS CHANGE ORDERS								\$ 87,377.49
CONTRACT CHANGE DUE TO FINAL SUMMARY CHANGE ORDER								\$ 87,488.51
FINAL REVISED CONTRACT AMOUNT								\$ 5,517,750.71
ORIGINAL CONTRACT COMPLETION DATE								2-Sep-24
ACTUAL CONTRACT SUBSTANTIAL COMPLETION DATE (NO EXTRA TIME NEEDED FOR SUBSTANTIAL COMPLETION OF WORK)								26-Feb-25
ADDITIONAL TIME NEEDED DUE TO SUBSTANTIAL COMPLETION DATE								177 days

Brandon | 601.591.1077

Flowood | 601.627.7780

Madison | 769.289.0031

Est. 2004



CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING
www.benchmarkms.net

OWNER: CITY OF BRANDON

CONTRACTOR: ADCAMP Inc.

Date: 6/3/2025 (REVISED 09-10-25)

CHANGE ORDER NUMBER: FINAL SUMMARY CHANGE ORDER

PROJECT NAME: CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT

ITEM #	ITEM DESCRIPTION	DESCRIPTION OF CHANGES	UNIT	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT COST	TOTAL CONTRACT COST CHANGE
--------	------------------	------------------------	------	------------------	-------------------	------------	-----------	----------------------------------

ADDITIONAL TIME NEEDED DUE TO ADDITIONAL BASE REPAIRS REQ'D, CHANGE ORDER WORK INCORPORATED INTO THE PROJECT AND WEATHER DELAYS

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

RECOMMENDED BY: Jon Burt FOR Matthew Miller
ENGINEER (Signature)

ACCEPTED BY: [Signature]
CONTRACTOR (Signature)

APPROVED BY: _____
OWNER (Signature)

09/09/2025
DATE

9/9/2025
DATE

DATE



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: HEMPHILL CONSTRUCTION COMPANY
EMERGENCY REPAIRS
INVOICE APPROVALS

Asking for your consideration to approve the following invoices from Hemphill Construction Company for emergency repairs and authorize payment of the same. All invoices listed were in FY25.

1. 709 Sawgrass Lakes Drive - \$7,784.47 – invoice #: H25090-01-F-59194 – emergency sewer line repair due to Comcast cable bore
2. Near 231 Appleridge Road - \$10,165.00 – invoice #: H25090-01-F58891 – continuation of emergency manhole repair
3. Near 206 Overlook Drive - \$8,921.76 – invoice #: H25106-01-F-59501 – emergency storm drain repair

All services rendered by Hemphill Construction Company on the attached invoicing are at the FY25 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

Work Order 59194 – 709 Sawgrass Lake Dr.

<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	\$107.00	\$642.00
2	11	HR	Foreman	\$96.81	\$1,064.91
3	11	HR	Trackhoe & Operator (308)	\$117.19	\$1,289.09
4	11	HR	Front End Loader & Operator	\$132.47	\$1,457.17
5	11	HR	Pipelayer	\$45.86	\$504.46
6	11	HR	Laborer	\$38.72	\$425.92
7	11	HR	Pickup Truck	\$22.42	\$246.62
8	11	HR	Flatbed Truck	\$19.36	\$212.96
9	11	HR	Small Incidental Tools	\$15.29	\$168.19
10	11	HR	Vacuum Excavator	\$81.52	\$896.72
11	22	HR	Trench Box (X2)	\$5.10	\$112.20
12	11	HR	Material Box	\$5.10	\$56.10
13	44	HR	Pump (x4)	\$5.10	\$224.40
14	22	HR	Tamp (x2)	\$6.11	\$134.42
15	11	HR	Pipelaser	\$3.06	\$33.66
16	1	LS	Puckett Rents	\$315.65	\$315.65
TOTAL AMOUNT DUE					\$7,784.47

Emergency Sewer Line Repair due to Comcast cable bore
709 Sawgrass Lakes Drive

Invoice #: H25090-01-F-59194

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:

emergency sewer line repair due to a Comcast cable bore causing sewer backup in the area

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 22 day of September, 2025.

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 #: 59194

Work Order Date: 07/14/25

Work Type:

Priority:

Status: Complete

Prepared By: Lori Sarver

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

Request Type: Sewer - Backup

Date Requested: 07/14/2025

Name: Colby at Country Meadows | Sheila Toth is homeowner

Service Address or 709 Sawgrass Lakes Drive | **this is in Greenfield Station**

Request Location:

Phone Number: 6014083976 | **Homeowner is Sheila Toth 769-233-3103

Email Address: COLBYBLACK1313@GMAIL.COM

Reported By: Protel ER / Request #821251535 5:10pm

Department: Sewer

Ward:

Nature of Request: SEWAGE NOT DRAINING AT ALL. PLUMBER CAME OUT AND TOLD HIM THAT THERE IS A BREAK IN THE LINE ON THE CITY SIDE. ASKED IF SOMEONE CAN PLEASE CALL HIM THIS EVENING.

Scheduled Completion

Date:

Date Work Order 07/17/2025

Completed:

Work Order Completed Hemphill

By:

Scope of Work They dug up the line that was bored through and repaired

Completed:

Locate Number If

Necessary:

Additional Information: **There was another Protel ER call listing different name - see Notes - LSarver

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost

Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Puckett Rents**SALES INVOICE**

Biola (228) 392-2211
Hattiesburg (601) 264-1111
Jackson (601) 939-5151
Meridian (601) 703-0116
Madison (601) 859-5131

WWW.PUCKETTRENTS.COM

Puckett Rents
Post Office Box 321033
Flowood, Mississippi 39232

CUSTOMER

HEMPHILL CONSTRUCTION
P.O. DRAWER 879
FLORENCE, MS 390730879

RECEIVED

JUL 18 2025

SHIP TO

Job Site:

RECEIVED

HEMPHILL CONSTRUCTION
P.O. DRAWER 879
FLORENCE, MS 390730879

20

C#: 601-932-2060 J#: 601-932-2060

ORDERED BY	USER								
CAM	XUPD44JEC								
INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
1127843-0001	7/16/25	8300200			010	R	46		1
PSO/WO NO.	DOC. DATE	PC	LC	MC	JOB LOCATION			INVOICE SEQ. NO.	
					H25090-R45-02K				

Qty	Item number	Unit	Price	Amount
1.00	27PC 1/2" DRIVE MM & SAE PACKOUT EA MIL49-66-6804	EA	125.000	125.00
1.00	03/8 DR 36PC PO IMPACT SOCKET SET EA MIL49-66-6805	EA	170.000	170.00
			Sub-total:	295.00
			Tax:	20.65
			Total:	315.65

H25090 - 040001 - 04 - JUL

TERMS:

NET CASH ON RECEIPT OF INVOICE 1 1/2% PER MONTH SERVICE CHARGE ON BALANCE NOT PAID DURING THE MONTH FOLLOWING DATE OF INVOICE (ANNUAL PERCENTAGE RATE IS 18%).

Our responsibility ceases when shipment has been delivered in good order to transportation company. If shipment arrives in bad order, have receipt noted by carrier's agent. Claims for concealed shortages and/or damages will not be considered unless within 10 days after receipt of shipment.

MISSISSIPPI LICENSE NO. 1949 (SENATE BILL 2028, LAW OF 1962)

PMINV

See Terms and Conditions on Back



visit our website at
www.puckettmachinery.com



JOB NO: H25090-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE: 7/16/2025				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: WEDNESDAY				REVIEWED: JGL	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-												TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00												11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelaye			11.00												11.00	READING 0.5: _____
3 BARRET ABRAMS	2930	Trackhoe			11.00												11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			11.00												11.00	LOCATION: 709 Sawgrass Lakes Dr _____
5 CEDRIC HYDE	3377	Labor			-												-	_____
6 Marcus Bagget	3434	Labor			11.00												11.00	P.M. _____
7																	-	READING 0.5: _____
8																	-	SOIL TYPE C _____
9																	-	LOCATION: 709 Sawgrass Lakes Dr _____
10																	-	_____
11																	-	_____
12																	-	_____
13																	-	_____
14																	-	_____
15																	-	_____
TOTAL HOURS																		-

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-															
1																	-	
2																	-	
TOTAL HOURS																		-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-												TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																	BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	7.00												7.00			-
			16A007	F600	11.00												11.00			-
FAIR	WET	HOT/COLD	12510	Level	11.00												11.00			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00												11.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00												11.00			-
TEMPERATURE	96	°F	5610	Conex Box	11.00												11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00												11.00			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	11.00												11.00			-
AFTERNOON	11:30AM	6:00PM	11654	Diaphragm Pump	11.00												11.00			-
NIGHT			13816	Trench Box 8'	11.00												11.00			-
TOTAL HRS FOR DAY	11.5 Hrs		13930	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			2244	303.5 Cat	11.00												11.00			-
2			8593	Pothole Machine	11.00												11.00			-
3			2412	926 Cat	11.00												11.00			-
4			2393	308 Cat	-												-			-
5			5633	Conex Box	11.00												11.00			-
6			11443	Test Pump	11.00												11.00			-
7			11622	Centrifugal Pump	11.00												11.00			-
8			13474	Tamp	11.00												11.00			-
9			13770	Pipe Saw	11.00												11.00			-
10			1561	Ford F250 Pickup	4.00												4.00			-
11			8594	Pothole Machine	11.00												11.00			-
12																	-			-
13																	-			-
14																	-			-
14																	-			-
14																	-			-
15																	-			-
TOTAL HOURS																		-		

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to 709 Sawgrass Lakes Dr to investigate sewer issue on service. Potholed utilities in area and found that a Comcast cable was bored thru sewer service and blocked pipe. We had to go swap out pothole machines at Hemphill yard. Cleaned out around pipe and cut out had section of sewer pipe. Used a strap to pull up on Comcast cable to get out of way of sewer service. Installed a 40' section of 6" sewer pipe and used rubber couplings to connect back together. City came out and jetted out service and main to make sure everything was flowing properly. We had to take my truck down to Hemphill yard to swap out so mine could go to shop. We backfilled and dressed up yard. Moved all equipment back to city yard 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

Work Order 58891 – 231 Appleridge Dr.

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	1	LS	Suncoast to Line Manhole	\$8,827.50	\$8,827.50
2	12.5	HR	Superintendent	\$107.00	\$1,337.50
TOTAL AMOUNT DUE					\$10,165.00

Emergency Manhole Repair
near 231 Appleridge Road
**Remainder of ER repair at site. Beginning site
repair was performed and invoiced in June 2025.

Invoice #: H25090-01-F-58891

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:

emergency manhole repair near 231 Appleridge Road. Sewer manhole was caving in.

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 14 day of August, 2025.

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 #: 58891

Work Order Date: 06/19/25

Work Type:

Priority:

Status: Complete

Prepared By: Carly Dearman

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

Request Type: Sewer - Manhole

Date Requested: 06/19/2025

Name: Hollan Silcox

Service Address or Request: Appleridge Road (at end along driveway to lift station)

Location:

Phone Number:

Email Address:

Reported By: Hollan Silcox

Department: Sewer

Ward:

Nature of Request: MH-3801 - manhole needs to be reworked. Damaged around riser and edges.
Large sinkholes.

Scheduled Completion Date:

Date Work Order Completed: 06/25/2025

Work Order Completed By: Hemphill

Scope of Work Completed: Replaced manhole cone.

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

Suncoast Infrastructure, Inc.
P.O. Box 397
Florence, MS 39073

INVOICE #
S25107-01F

To : Hemphill Construction Company
P.O. Box 879
Florence, MS 39073

Invoice Date: 07/29/25
Invoice Description: JB App #1
Invoice Due Date: 08/29/25
Payment Terms:
Work From: 07/01/25
To: 07/31/25

Contract : S25107- MH Rehab Emergency Brandon, MS (Sub to HCC)

Contract Item	Quantity JTD	Unit Price	U/M	Total To Date
1 Mobilization	0.000	0.00000	LS	3,465.00
2 Coating of Manhole (Epoxy)	9.750	550.00000	VF	5,362.50
Total To Date :				8,827.50
Plus Sales Tax :				0.00
Total Due This Invoice :				8,827.50



<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	\$107.00	\$749.00
2	11	HR	Foreman	\$96.81	\$1,064.91
3	11	HR	Trackhoe & Operator (308)	\$117.19	\$1,289.09
4	11	HR	Front End Loader & Operator	\$132.47	\$1,457.17
5	11	HR	Pipelayer	\$45.86	\$504.46
6	11	HR	Laborer	\$38.72	\$425.92
7	11	HR	Pickup Truck	\$22.42	\$246.62
8	11	HR	Flatbed Truck	\$19.36	\$212.96
9	11	HR	Small Incidental Tools	\$15.29	\$168.19
10	11	HR	Vacuum Excavator	\$81.52	\$896.72
11	22	HR	Trench Box (X2)	\$5.10	\$112.20
12	11	HR	Material Box	\$5.10	\$56.10
13	44	HR	Pump (x4)	\$5.10	\$224.40
14	22	HR	Tamp (x2)	\$6.11	\$134.42
15	11	HR	Pipe Laser	\$3.06	\$33.66
16	5	HR	Tractor With Lowboy	\$76.43	\$382.15
17	1	LS	Rankin County Co-Op	\$963.79	\$963.79
TOTAL AMOUNT DUE					\$8,921.76

Emergency storm drain repair near 206 Overlook Drive

Invoice #: H25106-01-F-59501

GL Code: 314-600-718

Funding: HB603

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator
for the City of Brandon, Mississippi, have determined that an emergency exists as described in
the memo attached hereto, with regard to the purchase of the commodities or repair contracts,
identified as follows:

emergency storm drain pipe repair near 206 Overlook Drive causing road to cave in

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 22 day of September, 2025.

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 #: 59501

Work Order Date: 08/11/25

Work Type:

Priority:

Status: Open

Prepared By: Lori Sarver

Type of Work Order:

Request Type: Drainage - Sinkhole

Date Requested: 08/10/2025

Name: Sharon Womack (Alderman)

Service Address or Request Location: End of Eastwind Court | **across from 206 Overlook Drive**

Location:

Phone Number: 6016243603

Email Address:

Reported By: Protel ER / Request #829177651 4:20pm | Randy Bickley (206 Overlook Dr)
also reported to Rod

Department: Drainage

Ward:

Nature of Request: sink hole needs someone to come check it out. ProTel MMM

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If Necessary:

Additional Information: **08.11.2025 10am - Rod had checked out sinkhole - across from 206 Overlook Drive - LSarver

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







Mobilization Invoice



P.O Drawer 879
1858 Highway 49 South
Florence, MS 39073
Phone: (601) 932-2060
Fax: (601) 932-2550

Invoice Date: 9/3/2025

Invoice Number: 23645

Amount Due:

Bill To:

Job: H25106
Brandon T&M August
JoJo Grey-Lewis

Mobilization Zone:

Zone Number: 1

Mobilization Information:

Driver: Kevin Norris-660100

Date of Mobilization: 8/25/2025

Originated By: Chad Phelps

Description: took unit # 2392 cat 308 w/ buckets to the jobsite.

Notes:

****NOTICE:** If no reply within fourteen (14) days from the invoice Date, the Total Amount Due will automatically be charged to your job.

Project Manager Approval:

H25106

003000

16

J6c

①

RANKIN COUNTY CO-OP APPAREL

Invoice



2861 Hwy 80 East
Brandon, MS 39042
601-825-5051

Ticket #: 310279
Ticket date: 8/25/25
Station: 7

Sold to: HEMPHILL CONSTRUCTION CO.
P.O. BOX 879
FLORENCE, MS 39073
601-932-2060

RECEIVED

SEP 02 2025

RECEIVED

Customer #: 42569
Sales Rep: SH
Customer PO#: H25106

Ship date:
Location: 1

Ship via code:
Terms:

Net 30 days

Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
1	2715343	CASCADES 2P CHEST WADER		159.99	EACH	159.99
	12					
1	2715343	CASCADES 2P CHEST WADER		159.99	EACH	159.99
	11					
1	2715343	CASCADES 2P CHEST WADER		159.99	EACH	159.99
	10					
1	2715343	CASCADES 2P CHEST WADER		159.99	EACH	159.99
	10					
1	MRB	GREEN HARVESTER MUCK BOOT		119.99	EACH	119.99
	12					

H25106 - 040001 - 04 JGL

User: SH

Total line items: 5

Sale subtotal: 759.95

Tax: 8.40

Total: 768.35

The undersigned purchaser(s) hereby agree(s) that payment for this purchase shall be due in full by the twentieth (20th) day of the next following month. It is further agreed by the undersigned purchaser(s) that this purchase shall bear a finance charge at the rate of 1.50% per month (18% per annum), commencing at the end of the next following month - minimum time allowed before assessing finance charge is thirty-one (31) days. 30 day credit provided only. Purchaser(s) agree(s) to pay all cost of collection.

Tender:

AR CHARGE

768.35

Net tender: 768.35

The Branch
2861 Hwy 80 E
Brandon, Ms

HUNTERS NIGHT OUT 8/28/2025
SPRING & SUMMER APPAREL ARRIVING WEEKLY!!
MONDAY-FRIDAY 7:00 A.M. - 5:00 SATURDAY 7:00 A.M. - 4:00 P.M.
NO RETURNS/EXCHANGES ON SALE PRICED ITEMS
WE WILL BE CLOSED 9/1/2025 FOR LABOR DAY



RANKIN COUNTY COOP

Invoice
*** Duplicate ***

RANKIN
COUNTY
CO-OP

2861 Hwy 80 East
Brandon, MS 39042
601-825-5051

Ticket #: 1229655
Ticket date: 8/25/25
Station: 1

Sold to: HEMPHILL CONSTRUCTION CO.
P.O. BOX 879
FLORENCE, MS 39073
601-932-2060

RECEIVED
SEP 02 2025
Ship to:
RECEIVED

Customer #: 42569
Sales Rep: ST
Customer PO#: H25106

Ship date:
Location: 1

Ship-via code:
Terms: Net 30 days

Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
2.000	6465934	WD-40 SILICONE LUBRICANT 11OZ	Posted SEP 03 2025 Angie Oswalt	8.99	EACH	17.98
4	F53224	PREM NTRL STRNG KNIT GLOVE XL		4.99	EACH	19.96
1	6110266	SHOP TOWELS ROLL CASE DISPLAY		3.79	EACH	3.79
3.00	5388749	INDUSTRIAL GLOVES BLK LRG 100C		34.99	EACH	104.97
1.00	6332753	COTTON WHITE WIPING CLOTHS 8#		35.95	EACH	35.95

H25106 - 04 0001 - 04 - J6L

User: #2

Total line items: 5

Sale subtotal: 182.65

Tax: 12.79

Total: 195.44

The undersigned purchaser(s) hereby agree(s) that payment for this purchase shall be due in full by the twentieth (20th) day of the next following month. It is further agreed by the undersigned purchaser(s) that this purchase shall bear a finance charge at the rate of 1.50% per month (18% per annum), commencing at the end of the next following month - minimum time allowed before assessing finance charge is thirty-one (31) days. 30 day credit provided only. Purchaser(s) agree(s) to pay all cost of collection.

Tender:

AR CHARGE

195.44

Net tender: 195.44

2861 HWY 80 EAST
BRANDON, MS 39042
MONDAY-FRIDAY 7:00 A.M. - 5:00 P.M./SATURDAY 7:00 A.M. - 4:00 P.M.
HUNTERS NIGHT OUT
8/28/2025 5:00-7:00PM
WE WILL BE CLOSED 9/1/2025 FOR LABOR DAY





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: DOWNTOWN – NORTH BLACK STREET & TAMBERLINE STREET AREA
EMERGENCY STORM DRAIN PIPE REPAIR & REPLACEMENT
HEMPHILL CONSTRUCTION COMPANY
DECLARE AN EMERGENCY & INVOICE APPROVALS

Asking for your consideration to approve the following regarding the emergency storm drain pipe repair & replacement in Downtown Brandon near 203 East Government Street (North Black Street & Tamberline Street).

1. Declare an emergency the repairs and replacement of the storm drain pipe near 203 East Government Street from Highway 80 to Tamberline Street (Black Street – North of Highway 80) due to failure in the storm drain pipe causing a large sinkhole in the roadway.
2. Approve the following invoices from Hemphill Construction Company for the emergency repairs and authorize payment of the same.
 - Invoice #: H25090-01-F-59147 - \$29,838.23
 - Invoice #: H25090-01-F-59147 (2) - \$68,703.48
 - Invoice #: H25106-01-F-59147 - \$35,523.91

On July 10, 2025, a sinkhole formed along the roadway of North Black Street next to 203 East Government Street. Upon inspection, it was determined that the galvanized storm drain pipe running through this area from Highway 80 to Tamberline Street had collapsed. The storm drain pipe had aged and was in found to be in poor condition. The entire storm drain pipe was replaced with concrete pipe and repairs were made to rebuild and regrout inlets.

All services rendered by Hemphill Construction Company on the attached invoicing are at the FY25 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

Work Order 59147 – Black St. Sink Hole

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	23	HR	Superintendent	\$107.00	\$2,461.00
2	20.5	HR	Foreman	\$96.81	\$1,984.61
3	61.5	HR	Trackhoe & Operator (308)	\$117.19	\$7,207.19
4	41	HR	Front End Loader & Operator	\$132.47	\$5,431.27
5	41	HR	Pipelayer	\$45.86	\$1,880.26
6	41	HR	Laborer	\$38.72	\$1,587.52
7	41	HR	Pickup Truck	\$22.42	\$919.22
8	41	HR	Flatbed Truck	\$19.36	\$793.76
9	41	HR	Small Incidental Tools	\$15.29	\$626.89
10	41	HR	Vacuum Excavator	\$81.52	\$3,342.32
11	82	HR	Trench Box (X2)	\$5.10	\$418.20
12	41	HR	Material Box	\$5.10	\$209.10
13	164	HR	Pump (x4)	\$5.10	\$836.40
14	82	HR	Tamp (x2)	\$6.11	\$501.02
15	41	HR	Pipelaser	\$3.06	\$125.46
16	1	LS	Ranking County Co op	\$164.89	\$164.89
17	1	LS	Puckett Rents	\$461.73	\$461.73
18	1	LS	Eagle	\$887.40	\$887.40
TOTAL AMOUNT DUE					\$29,838.23

Emergency storm drain pipe repair
near 203 East Government Street/
Tamberline Street

Invoice #: H25090-01-F-59147

GL Code: 314-600-718
Funding: HB603

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator for the City of Brandon, Mississippi, have determined that an emergency exists as described in the memo attached hereto, with regard to the purchase of the commodities or repair contracts, identified as follows:

emergency storm drain pipe repair near 203 East Government Street & Tamberline Street

which caused a sinkhole in the roadway

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 22 day of September, 2025.

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 #: 59147

Work Order Date: 07/10/25

Work Type:

Priority:

Status: Open

Prepared By: Brent King

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

Request Type: Drainage - Sinkhole

Date Requested: 07/09/2025

Name:

Service Address or Request Location: 203 East Government Street / Black Street

Phone Number:

Email Address:

Reported By: PD

Department: Drainage

Ward:

Nature of Request: Large sinkhole in the road

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If Necessary:

Additional Information:

Concrete Repair Required/Details:

Sod/Yard Restoration Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

07/30/2025 Hemphill is assisting on repairs
Picked up parts at Eagle Pipe - invoices attached

-LSarver

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00

RANKIN COUNTY COOP

Invoice
*** Duplicate ***



2861 Hwy 80 East
Brandon, MS 39042
601-825-5051

Ticket #: 1220309
Ticket date: 7/15/25
Station: 1

RECEIVED

JUL 21 2025

RECEIVED

Sold to: HEMPHILL CONSTRUCTION CO.
P.O. BOX 879
FLORENCE, MS 39073
601-932-2060

Ship to:

Customer #: 42569
Sales Rep: KC
Customer PO#: h25090

Ship date:
Location: 1

Ship-via code:
Terms: Net 30 days

Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
1.000	6332753	COTTON WHITE WIPING CLOTHS 8#		35.95	EACH	35.95
2.00	2375228	55GAL 2M DRUM LINER BLACK		10.99	PK 10	21.98
1	F75137	PW QUICK CONNECT 3/8" FNPT PLU		5.29	EACH	5.29
1	6270052	ABRASIVE CLOTH 120GRIT		5.99	EACH	5.99
1.000	6842157	STARDRIVE DCK SCRW 9X3 GRY 5LB		37.99	BX	37.99
1	880116	5# BOX NAILS #8 SINKER		10.95	EACH	10.95
1.000	6332753	COTTON WHITE WIPING CLOTHS 8#		35.95	EACH	35.95

H25090 -04 0001-04 -J62

User: #2

Total line items: 7

Sale subtotal: 154.10

Tax: 10.79

Total: 164.89

The undersigned purchaser(s) hereby agree(s) that payment for this purchase shall be due in full by the twentieth (20th) day of the next following month. It is further agreed by the undersigned purchaser(s) that this purchase shall bear a finance charge at the rate of 1.50% per month (18% per annum), commencing at the end of the next following month - minimum time allowed before assessing finance charge is thirty-one (31) days. 30 day credit provided only. Purchaser(s) agree(s) to pay all cost of collection

Tender:

AR CHARGE

164.89

Net tender: 164.89

2861 HWY 80 EAST
BRANDON, MS 39042
MONDAY-FRIDAY 7:00 A.M. - 5:00 P.M./SATURDAY 7:00 A.M. - 4:00 P.M.



Puckett Rents



SALES INVOICE

Biloxi (228) 392-2211
Hattiesburg (601) 264-1111
Jackson (601) 939-5151
Meridian (601) 703-0116
Madison (601) 859-5131

WWW.PUCKETTRENTS.COM

Puckett Rents
Post Office Box 321033
Flowood, Mississippi 39232

CUSTOMER

HEMPHILL CONSTRUCTION
P.O. DRAWER 879
FLORENCE, MS 390730879

SHIP TO

JUL 18 2025
20

Job Site:

HEMPHILL CONSTRUCTION
P.O. DRAWER 879
FLORENCE, MS 390730879

20

C#: 601-932-2060 J#: 601-932-2060

ORDERED BY	USER								
MICHAEL	XUPD44DPB								
INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
1127564-0001	7/15/25	8300200	H25090 R45-02K		010	R	46		1
PSQ/WO NO.	DOC. DATE	PC	LC	MC	JOB LOCATION			INVOICE SEQ. NO.	
					H25090				

Qty	Item number	Unit	Price	Amount
1.002"	SUBMERSIBLE PUMP	EA	431.520	431.52
	MULST2037			
	Serial #: 815677			

Sub-total: 431.52
Tax: 30.21
Total: 461.73

H25090 - 040001 - 04 - 56C

TERMS:

NET CASH ON RECEIPT OF INVOICE 1 1/2% PER MONTH SERVICE CHARGE ON BALANCE NOT PAID DURING THE MONTH FOLLOWING DATE OF INVOICE (ANNUAL PERCENTAGE RATE IS 18%).
Our responsibility ceases when shipment has been delivered in good order to transportation company. If shipment arrives in bad order, have receipt noted by carrier's agent. Claims for concealed shortages and/or damages will not be considered unless within 10 days after receipt of shipment.

MISSISSIPPI LICENSE NO. 1949 (SENATE BILL 2028, LAW OF 1962)

PMINV

See Terms and Conditions on Back



visit our website at
www.puckettmachinery.com



450 Industrial Drive
Jackson MS 39209

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

JUL 14 2025

INVOICE

Date	Account #	Invoice #	Due Date
7/11/2025	H24192	74197	8/10/2025
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:

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

SHIP TO:

H24192 - Brandon Maint. Project
See below for address and contact
Brandon, MS 39047
MPC#: MP-31168726

PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT
H25090 / Kenneth	1% 10 Net 30	NRP	7/9/2025	Eagle Truck	Jobsite	H24192 - Brandon Maint. Project

QTY	U/M	DESCRIPTION	UNIT	EXT
4	ea	1gal test dye for sewer - RED # SEWERTSTDYE-Gallon	150.00	600.00
2	ea	3/4in to 1in squeeze/shut off tool for CTS tubing (Tubing) # 368-9040	143.70	287.40
H25090 - 040001 - 04 - 566				

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:	\$887.40
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$887.40



JOB NO: H25090-		PROJECT: Brandon Maintenance				ACCIDENTS: ☐ YES ☒ NO	
DATE: 7/10/2025		INCIDENTS: ☐ YES ☒ NO					
DAY OF WEEK: THURSDAY		SUPERINTENDENT: Chad Phelps		REVIEWED: JGL			

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-							TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			2.50	9.50							12.00	A.M.
2 JOSEPH WELBORN	1641	Pipelaye			2.50	9.50							12.00	READING 0.5
3 BARRET ABRAMS	2930	Trackhoe			2.50	9.50							12.00	SOIL TYPE C
4 CHARLES SHOULDERS	2865	Loader			2.50	9.50							12.00	LOCATION 45 Sagewood Dr
5 CEDRIC HYDE	3377	Labor			-	-							-	
6 Marcus Bagget	3434	Labor			2.50	9.50							12.00	P.M.
7						-							-	READING 0.5
8													-	SOIL TYPE C
9													-	LOCATION Black Street emergency sinkhole
10													-	
11													-	
12													-	
13													-	
14													-	
15													-	
TOTAL HOURS														

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-									
1													-
2													-
TOTAL HOURS													

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-							TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES													BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	2.50	9.50							12.00			-
			16A007	F600	2.50	9.50							12.00			-
			12510	Level	2.50	9.50							12.00			-
			13716	Pipe Saw	2.50	9.50							12.00			-
			9494	Laser	2.50	9.50							12.00			-
			5610	Conex Box	2.50	9.50							12.00			-
			5215	20' Trailer	2.50	9.50							12.00			-
			PU3009	Centrifugal Pump	2.50	9.50							12.00			-
			11654	Diaphragm Pump	2.50	9.50							12.00			-
			13816	Trench Box 8'	2.50	9.50							12.00			-
			13930	Trench Box 16'	2.50	9.50							12.00			-
			13910	Material Box	2.50	9.50							12.00			-
			13461	Tamp	2.50	9.50							12.00			-
			2244	303.5 Cat	2.50	9.50							12.00			-
			8593	Pothole Machine	2.50	9.50							12.00			-
			2412	926 Cat	2.50	9.50							12.00			-
			2393	308 Cat	-	9.50							9.50			-
			5633	Conex Box	2.50	9.50							12.00			-
			11443	Test Pump	2.50	9.50							12.00			-
			11622	Centrifugal Pump	2.50	9.50							12.00			-
			13474	Tamp	2.50	9.50							12.00			-
			13770	Pipe Saw	2.50	9.50							12.00			-
					-								-			-
					-								-			-
					-								-			-
					-								-			-
					-								-			-
					-								-			-
					-								-			-
					-								-			-
TOTAL HOURS														-	-	-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We started potholing down on sewer main at 45 Sagewood, trying to find bad spot in pipe. We found a hole in top of pipe roughly 12" long. We was trying to clean it off and city called about a emergency sinkhole in middle of roadway at Black St. We made everything safe and installed safety fence around area. We went to Black St to investigate sinkhole. Locaters had to locate utilities. We excavated down trying to find storm drain pipe after city put dye in sinkhole to see where it came out at. We excavated down a found some 18" galvanized storm drain pipe that was all rusted out. We cleaned off pipe and tried to clean pipe out where it would flow. City decided to relay pipe so we patched up pipe the best we could and put fabric around pipe and installed crush concrete in excavation, backfilled entire excavation with crush concrete up to grade of roadway. Made sure everything was safed up for the night and made sure to install safety fence where needed.

X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.
X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE
FOREMAN

JOB NO: H25090-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE: 7/11/2025		SUPERINTENDENT: Chad Phelps			
DAY OF WEEK: FRIDAY		REVIEWED: JGL			

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			9.50											9.50	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			9.50											9.50	READING: 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			9.50											9.50	SOIL TYPE: C _____
4 CHARLES SHOULDERS	2865	Loader			9.50											9.50	LOCATION: Black St Storm drain utilities. _____
5 CEDRIC HYDE	3377	Labor			-											-	
6 Marcus Bagget	3434	Labor			9.50											9.50	P.M. _____
7					-											-	READING: 0.5 _____
8					-											-	SOIL TYPE: C _____
9					-											-	LOCATION: _____
10					-											-	
11					-											-	
12					-											-	
13					-											-	
14					-											-	
15					-											-	
TOTAL HOURS																	-

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
TOTAL HOURS																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-												TOTAL	EQUIDOCMETER READINGS		
WORK DAY (Y/N)	YES																	BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	9.50												9.50			-
			16A007	F600	9.50												9.50			-
FAIR	WET	HOT/COLD	12510	Level	9.50												9.50			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	9.50												9.50			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	9.50												9.50			-
TEMPERATURE	90	°F	5610	Conex Box	9.50												9.50			-
TIME WORKED	START	STOP	5215	20' Trailer	9.50												9.50			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	9.50												9.50			-
AFTERNOON	11:30AM	4:30 PM	11654	Diaphragm Pump	9.50												9.50			-
NIGHT			13816	Trench Box 8'	9.50												9.50			-
TOTAL HRS FOR DAY	10 Hrs		13930	Trench Box 16'	9.50												9.50			-
WORK COMPLETED			13910	Material Box	9.50												9.50			-
PHASE	QUANTITY	UNITS	13461	Tamp	9.50												9.50			-
1			2244	303.5 Cat	-												-			-
2			8593	Pothole Machine	9.50												9.50			-
3			2412	926 Cat	9.50												9.50			-
4			2393	308 Cat	9.50												9.50			-
5			5633	Conex Box	9.50												9.50			-
6			11443	Test Pump	9.50												9.50			-
7			11622	Centrifugal Pump	9.50												9.50			-
8			13474	Tamp	9.50												9.50			-
9			13770	Pipe Saw	9.50												9.50			-
10					-												-			-
11					-												-			-
12					-												-			-
13					-												-			-
14					-												-			-
14					-												-			-
14					-												-			-
15			TOTAL HOURS													-			-	

REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE	
We had to pothole and try to find utilities around inlet box where we got to start storm drain at. Saw cut asphalt where utilities crossed road. Had to get Locaters back out to check some marks to make sure they were right. Removed asphalt where we saw cut roadway. Made sure to safe everything up for the weekend. Installed marking pipe on utilities with depths on the ones we found. Installed safety fence around area.	

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST. ☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER	KENNETH MCCARDLE FOREMAN
--	------------------------------------

JOB NO: H25090-

PROJECT: Brandon Maintenance

DATE: 7/15/2025

DAY OF WEEK: TUESDAY



ACCIDENTS: ☐ YES ☒ NO

INCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: JGL

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-												TOTAL	PENETROMETER	
1 KENNETH MCCARDLE	2611	FOREMAN			11.00												11.00	A.M. _____	
2 JOSEPH WELBORN	1641	Pipelayer			11.00												11.00	READING 0.5: _____	
3 BARRET ABRAMS	2930	Trackhoe			11.00												11.00	SOIL TYPE C: _____	
4 CHARLES SHOULDERS	2865	Loader			11.00												11.00	LOCATION Black St Storm drain utilities	
5 CEDRIC HYDE	3377	Labor			-												-		
6 Marcus Bagget	3434	Labor			11.00												11.00	P.M. _____	
7					-												-	READING 0.5: _____	
8					-												-	SOIL TYPE C: _____	
9					-												-	LOCATION Black St Storm drain utilities	
10					-												-		
11					-												-		
12					-												-		
13					-												-		
14					-												-		
15					-												-		
TOTAL HOURS					-												-		
TEMP LABOR		EMPLOYER		POTENTIAL HIRE? Y/N	010001-												-		
1																	-		
2																	-		
TOTAL HOURS					-												-		
DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS	
WORK DAY (Y/N)				YES	1582 Ford F250 Pickup	11.00											11.00	BEGIN	END
WEATHER				FAIR HOT	16A007 F600	11.00											11.00		
FAIR				WET HOT/COLD	12510 Level	11.00											11.00		
CLOUDY				RAIN MILD	13716 Pipe Saw	11.00											11.00		
RAIN AMOUNT (IN)				0 INCHES	9494 Laser	11.00											11.00		
TEMPERATURE				96 °F	5610 Conex Box	11.00											11.00		
TIME WORKED				START STOP	5215 20' Trailer	11.00											11.00		
MORNING				6:30AM 11:00AM	PU3009 Centrifugal Pump	11.00											11.00		
AFTERNOON				11:30AM 6:00PM	11654 Diaphragm Pump	11.00											11.00		
NIGHT					13816 Trench Box 8'	11.00											11.00		
TOTAL HRS FOR DAY				11.5 Hrs	13930 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					2244 303.5 Cat	11.00											11.00		
2					8593 Pothole Machine	11.00											11.00		
3					2412 926 Cat	11.00											11.00		
4					2393 308 Cat	11.00											11.00		
5					5633 Conex Box	11.00											11.00		
6					11443 Test Pump	11.00											11.00		
7					11622 Centrifugal Pump	11.00											11.00		
8					13474 Tamp	11.00											11.00		
9					13770 Pipe Saw	11.00											11.00		
10					R4502K Walk Behind Saw	11.00											11.00		
11																	-		
12																	-		
13																	-		
14																	-		
15																	-		
TOTAL HOURS					-												-		

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We had to go pick up walk behind saw from Puckett Rents. Once we got back with it we set up pothole machine for water source. We saw cut 540 feet of asphalt around 8" to 10" thick. Barret and myself went and took mini how, and trench box to a emergency sewer repair to set it up for the next day. 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

Work Order 59147 – Tamberline St. Storm Repair

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	57	HR	Superintendent	\$107.00	\$6,099.00
2	11	HR	Foreman	\$96.81	\$1,064.91
3	201	HR	Trackhoe & Operator (308)	\$117.19	\$23,555.19
4	95	HR	Front End Loader & Operator	\$132.47	\$12,584.65
5	106	HR	Pipelayer	\$45.86	\$4,861.16
6	107	HR	Laborer	\$38.72	\$4,143.04
7	106	HR	Pickup Truck	\$22.42	\$2,376.52
8	106	HR	Flatbed Truck	\$19.36	\$2,052.16
9	106	HR	Small Incidental Tools	\$15.29	\$1,620.74
10	11	HR	Vacuum Excavator	\$81.52	\$896.72
11	212	HR	Trench Box (X2)	\$5.10	\$1,081.20
12	106	HR	Material Box	\$5.10	\$540.60
13	424	HR	Pump (x4)	\$5.10	\$2,162.40
14	212	HR	Tamp (x2)	\$6.11	\$1,295.32
15	106	HR	Pipelaser	\$3.06	\$324.36
16	106	HR	Air Compressor	\$15.29	\$1,620.74
17	1	LS	Revell Ace	\$255.76	\$255.76
18	1	LS	Rankin County Co Op	\$87.68	\$87.68
19	1	LS	Puckett Rents	\$1,460.51	\$1,460.51
20	1	LS	Certex	\$423.87	\$423.87
21	1	LS	Eagle	\$196.95	\$196.95
TOTAL AMOUNT DUE					\$68,703.48

Emergency storm drain pipe
repair
near 203 East Government
Street/Tamberline Street

Invoice #: H25090-01-F-59147

GL Code: 314-600-718
Funding: HB603

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator for the City of Brandon, Mississippi, have determined that an emergency exists as described in the memo attached hereto, with regard to the purchase of the commodities or repair contracts, identified as follows:

emergency storm drain pipe repair near 203 East Government Street & Tamberline Street

which caused a sinkhole in the roadway

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 22 day of September, 2025.

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 #: 59147

Work Order Date: 07/10/25

Work Type:

Priority:

Status: Open

Prepared By: Brent King

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

Request Type: Drainage - Sinkhole

Date Requested: 07/09/2025

Name:

Service Address or Request Location: 203 East Government Street / Black Street

Phone Number:

Email Address:

Reported By: PD

Department: Drainage

Ward:

Nature of Request: Large sinkhole in the road

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If Necessary:

Additional Information:

Concrete Repair Required/Details:

Sod/Yard Restoration Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

07/30/2025 Hemphill is assisting on repairs
Picked up parts at Eagle Pipe - invoices attached

-LSarver

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00

PEARL
601-939-2861

BYRAM
601-371-8429

RESERVOIR
601-724-8999

MADISON
601-866-5555

CLINTON
601-924-4510

FLORENCE/RICHLAND
601-932-2690

NORTH JACKSON
601-812-1400

OUTDOOR POWER
601-939-0500

Serving
Central MS
Since 1950

REVELL

"If it's
hardware, we
have it!"

PAGE NO: 1
BILLING QUESTIONS
PHONE 601-372-5534
FAX 601-371-8727
EMAIL: revell.accounting@teamrevell.com

PLEASE MAIL PAYMENT TO:
P.O. BOX 54427
PEARL, MS 39288-4427

Thank you for shopping at Revell
*** God Bless America! ***

CUSTOMER NO: 22060 JOB NO: 000 PURCHASE ORDER: H25090 REFERENCE: PO # H25090 TERMS: NET 30 DAYS CLERK: KRM DATE / TIME: 7/23/25 2:38

SHIPPED TO:
HEMPHILL CONSTRUCTION
P. O. BOX 879

FLORENCE MS 39073

SHIP TO:

TERMINAL: 575

REWARD NO:19475782609

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE /PER	EXTENSION
1	1	EA	8090094	CANOPY 9.38X10' NAVY	25A07	1	89.99 /EA	89.99 S
2	2	EA	6355796	ACE GLOVES NITRILE L 3PK	29A08	2	8.54 /EA	17.08 C
2	2	EA	7314370	GLV LTHR DRVR PIGSKIN XL	29A02	2	15.19 /EA	30.38 C
1	1	EA	2624179	RECIP BLD 6/12TPI 12"5P	24A08	1	24.69 /EA	24.69 C
1	1	EA	2806693	CARB MEDMTL RECIP 9" 3PK	24A08	1	47.49 /EA	47.49 C
1	1	EA	4007043	CAP THR 2-1/2" PVC	23B01	1	6.64 /EA	6.64 C
2	2	EA	4007019	CAP 2-1/2" PVC SLIP	23B01	2	6.64 /EA	13.28 C
1	1	EA	43160	2" CAP SLIP	23B01	1	3.79 /EA	3.79 C
1	1	EA	4005955	2-1/2"X2" PVC BUSHING	23B04	1	5.69 /EA	5.69 C

H25090 - 040001 - 04-J62

** AMOUNT CHARGED TO STORE ACCOUNT **

255.76

TAXABLE 239.03
NON-TAXABLE 0.00
SUB-TOTAL 239.03

TAX AMOUNT 16.73
TOTAL AMOUNT 255.76

(KENNETH)



REVELL ACE Hardware

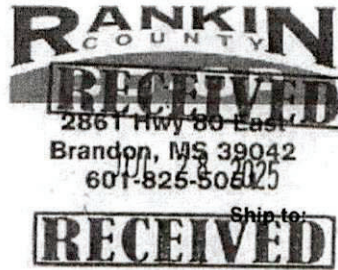
REVELL HARDWARE & SUPPLY GROUP

REVELL RENTAL & OUTDOOR

REVELL B2B

RANKIN COUNTY COOP

Invoice



Ticket #: 1222092
Ticket date: 7/23/25
Station: 4

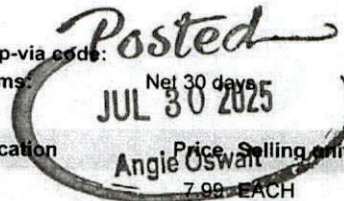
Sold to: HEMPHILL CONSTRUCTION CO.
P.O. BOX 879
FLORENCE, MS 39073
601-932-2060

Ship to:

Customer #: 42569
Sales Rep: RS
Customer PO#: h25090

Ship date:
Location: 1

Ship-via code:
Terms:



Quantity	Item #	Description	Ship-from location	Price, Selling unit	Ext prc
1.000	436373	TARP 10 X 12 LIGHT DUTY BLUE		7.99 EACH	7.99
1.000	9427436	TARP 12X16 HD GREEN/SILVER		24.99 EACH	24.99
2.00	3813318	ROPE 3/8 50FT POLY ASSORTED		6.99 EACH	13.98

H25090 - 040001 - 04 - 566

User: #2	Total line items: 3	Sale subtotal:	46.96
		Tax:	3.29
		Total:	50.25

The undersigned purchaser(s) hereby agree(s) that payment for this purchase shall be due in full by the twentieth (20th) day of the next following month. It is further agreed by the undersigned purchaser(s) that this purchase shall bear a finance charge at the rate of 1.50% per month (18% per annum), commencing at the end of the next following month - minimum time allowed before assessing finance charge is thirty-one (31) days. 30 day credit provided only. Purchaser(s) agree(s) to pay all cost of collection.

Tender:

AR CHARGE 50.25

Net tender: 50.25

2861 HWY 80 EAST
BRANDON, MS 39042
MONDAY-FRIDAY 7:00 A.M. - 5:00 P.M./SATURDAY 7:00 A.M. - 4:00 P.M.



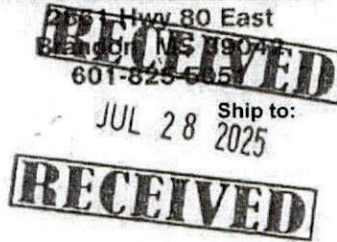
RANKIN COUNTY COOP

Invoice
*** Duplicate ***



Ticket #: 1222089
Ticket date: 7/23/25
Station: 4

Sold to: HEMPHILL CONSTRUCTION CO.
P.O. BOX 879
FLORENCE, MS 39073
601-932-2060



Customer #: 42569
Sales Rep: KC
Customer PO#: h25090

Ship date:
Location: 1

Ship-via code:
Terms: Net 30 days

Quantity	Item #	Description	Ship from location	Price	Selling unit	Ext prc
1.000	6964100	PVC CEMENT LVOC RAIN-R-SHINE16	Angie Oswalt	17.99	EACH	17.99
1	6273189	CLEANER LOVOC CPVC-PVC 16OZ		16.99	EACH	16.99

H25090 - 040001 - 04-J6L

User: #2	Total line items: 2	Sale subtotal:	34.98
		Tax:	2.45
		Total:	37.43

The undersigned purchaser(s) hereby agree(s) that payment for this purchase shall be due in full by the twentieth (20th) day of the next following month. It is further agreed by the undersigned purchaser(s) that this purchase shall bear a finance charge at the rate of 1.50% per month (18% per annum), commencing at the end of the next following month - minimum time allowed before assessing finance charge is thirty-one (31) days. 30 day credit provided only. Purchaser(s) agree(s) to pay all cost of collection.

Tender:

AR CHARGE

37.43

Net tender: 37.43

2861 HWY 80 EAST
BRANDON, MS 39042
MONDAY-FRIDAY 7:00 A.M. - 5:00 P.M./SATURDAY 7:00 A.M. - 4:00 P.M.



Puckett Rents



SALES INVOICE

Biloxi (228) 392-2211
Hattiesburg (601) 264-1111
Jackson (601) 939-5151
Meridian (601) 703-0116
Madison (601) 859-5131

Puckett Rents
Post Office Box 321033
Flowood, Mississippi 39232

RECEIVED

WWW.PUCKETTRENTS.COM

CUSTOMER

HEMPHILL CONSTRUCTION
P.O. DRAWER 879
FLORENCE, MS 390730879

JUL 24 2025 SHIP TO

RECEIVED

HEMPHILL CONSTRUCTION 20
P.O. DRAWER 879
FLORENCE, MS 390730879

C#: 601-932-2060 J#: 601-932-2060

ORDERED BY	USER								
KENNETH MCCARL	XUPD44HLS								
INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
1129487-0001	7/23/25	8300200	H25090		014	R	46		1
PSO/WO NO.	DOC. DATE	PC	LC	MC	JOB LOCATION			INVOICE SEQ. NO.	

Qty	Item number	Unit	Price	Amount
1.00	300' X 1/2" FIBERGLASS TAPE KOM6633	EA	53.460	53.46
1.00	M18 BRUSHLESS 18" FAN MIL0821-20	EA	287.000	287.00

DELIVERY CHARGE

Sub-total: 340.46
Tax: 23.83
Total: 364.29

H25090 - 040001 - 04-J66

TERMS:

NET CASH ON RECEIPT OF INVOICE 1 1/2% PER MONTH SERVICE CHARGE ON BALANCE NOT PAID DURING THE MONTH FOLLOWING DATE OF INVOICE (ANNUAL PERCENTAGE RATE IS 18%).
Our responsibility ceases when shipment has been delivered in good order to transportation company. If shipment arrives in bad order, have receipt noted by carrier's agent. Claims for concealed shortages and/or damages will not be considered unless within 10 days after receipt of shipment.

MISSISSIPPI LICENSE NO. 1949 (SENATE BILL 2028, LAW OF 1962)

PMINV

See Terms and Conditions on Back



visit our website at
www.puckettmachinery.com

Puckett Rents



SALES INVOICE

Bloxi (228) 392-2211
Hattiesburg (601) 264-1111
Jackson (601) 939-5151
Meridian (601) 703-0116
Madison (601) 859-5131

WWW.PUCKETTRENTS.COM

Puckett Rents
Post Office Box 321033
Flowood, Mississippi 39232

CUSTOMER

HEMPHILL CONSTRUCTION
P.O. DRAWER 879
FLORENCE, MS 390730879

SHIP TO

RECEIVED

HEMPHILL CONSTRUCTION 20
P.O. DRAWER 879
JUL 24 2025 FLORENCE, MS 390730879

RECEIVED

601-932-2060 J#: 601-932-2060

ORDERED BY	USER					STORE	DIV	SALESMAN	TERMS	PAGE
KENNETH	XUPD44WJG									
INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER							
1128888-0001	7/21/25	8300200	25090			014	R	46		1
PSQ/WO NO.	DOC. DATE	PC	LC	MC	JOB LOCATION				INVOICE SEQ. NO.	
					BRANDON MAINTNACE					

Qty	Item number	Unit	Price	Amount
1.00	JACK HAMMER BIT	EA	30.000	30.00
*				
	DELIVERY CHARGE			
			Sub-total:	30.00
			Tax:	2.10
			Total:	32.10

H25090 - 040001 - 04 - J6L

TERMS:

NET CASH ON RECEIPT OF INVOICE 1 1/2% PER MONTH SERVICE CHARGE ON BALANCE NOT PAID DURING THE MONTH FOLLOWING DATE OF INVOICE (ANNUAL PERCENTAGE RATE IS 18%).

Our responsibility ceases when shipment has been delivered in good order to transportation company. If shipment arrives in bad order, have receipt noted by carrier's agent. Claims for concealed shortages and/or damages will not be considered unless within 10 days after receipt of shipment.

MISSISSIPPI LICENSE NO. 1949 (SENATE BILL 2028, LAW OF 1962)

PMINV

See Terms and Conditions on Back



visit our website at
www.puckettmachinery.com

Puckett Rents**RENTAL RETURN**
 Biloxi
 Hattiesburg
 Jackson
 Meridian
 Madison

 (228) 392-2211
 (601) 264-1111
 (601) 939-5151
 (601) 703-0116
 (601) 859-5131
WWW.PUCKETTRENTS.COM
 Puckett Rents
 Post Office Box 321033
 Flowood, Mississippi 39232
RECEIVED**CUSTOMER**

HEMPHILL CONSTRUCTION

P.O. DRAWER 879

FLORENCE, MS 390730879

 AUG 08 2025 SHIP TO
 20 Job Site:
RECEIVED

HEMPHILL CONSTRUCTION

20

P.O. DRAWER 879

FLORENCE, MS 390730879

K. P. MT

C#: 601-932-2060 J#: 601-932-2060

ORDERED BY	USER			CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
BARRET ABRAMS	XUPD44WJG									
INVOICE NUMBER	INVOICE DATE									
1128841-0001	8/06/25			8300200	H25090-T24-06A✓	014	R	46		1
PSQ/WO NO.	DOC. DATE	PC	LC	MC	JOB LOCATION				INVOICE SEQ. NO.	
	7/21/25	1	22	PM	H25090 BRANDON MAINTENANCE					

Qty	Equipment #	Day	Week	4 Week
1	185CFM COMPRESSOR	250.00	485.00	975.00
EQ#:	MR2857	Make: SULLAIR	Model: 185DPQ	Ser #: 20110290032

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVFEE	EA	19.500	19.50
	ENVIRONMENTAL FEE			

Sub-total: 994.50

Tax: 69.62

Total: 1064.12

FINAL BILL: 7/21/25 01:22 PM THRU 8/06/25 12:38 PM.

H25090 - 040001 - 04-JUL

TERMS:

NET CASH ON RECEIPT OF INVOICE 1 1/2% PER MONTH SERVICE CHARGE ON BALANCE NOT PAID DURING THE MONTH FOLLOWING DATE OF INVOICE (ANNUAL PERCENTAGE RATE IS 18%).

Our responsibility ceases when shipment has been delivered in good order to transportation company. If shipment arrives in bad order, have receipt noted by carrier's agent. Claims for concealed shortages and/or damages will not be considered unless within 10 days after receipt of shipment.

MISSISSIPPI LICENSE NO. 1949 (SENATE BILL 2028, LAW OF 1962)

PMINV

See Terms and Conditions on Back


 visit our website at
www.puckettmachinery.com



CERTEX USA, LLC
7310 N. 16th St., Suite 300
Phoenix, AZ 85020
(602) 271-0476 FAX (602) 252-8276

INVOICE

CUST #: 33102950

RECEIVED

JUL 24 2025

RECEIVED

PO Box 201553
Dallas, TX 75320-1553

UPC V	INVOICE DATE	INVOICE NO.
000000	07/23/25	17225375-00
P.O. NO.		PAGE #
H25090		1
WAREHOUSE	SALESMAN	
Jackson	bt	

BILL TO: HEMPHILL CONSTRUCTION
Accounts Payable
PO Box 879
Florence, MS 39073-0879

SHIP TO: HEMPHILL CONSTRUCTION
FLORENCE, MS 39073

INSTRUCTIONS			
SHIP POINT	SHIP VIA	DATE SHIPPED	TERMS
CERTEX - Jackson	WILL CALL	07/23/25	NET 30

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
MUST HAVE PO NUMBER AND JOB NAME AND NUMBER, NO EXCEPTIONS							
1	CX10-0009-VBI 7/8" SPA SHACKLE G-4161 VB 6.5T	2	0	2	EA	43.44	86.88
2	CX10-0011-VBI 1 1/8" SPA SHACKLE G-4161 VB 9.5T	1	0	1	EA	111.14	111.14
3	CX10-0028 1 1/4" S-209 S.C. SPA SHACKLE #1018589	1	0	1	EA	198.12	198.12
3	Lines Total	Qty Shipped Total		4	Total		396.14
						Taxes	27.73
						Invoice Total	423.87

H25090 - 04000 1-04-JUL



450 Industrial Drive
Jackson MS 39209

RECEIVED

JUL 24 2025

INVOICE

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

RECEIVED

Date	Account #	Invoice #	Due Date
5/16/2025	H24192	73558	6/15/2025
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073				H24192 - Brandon Maint. Project See below for address and contact Brandon, MS 39047 MPC#: MP-31168726			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24192 / Kenneth	1% 10 Net 30	NRP	5/15/2025	Eagle Truck	Jobsite	H24192 - Brandon Maint. Project	
QTY	U/M	DESCRIPTION				UNIT	EXT
1	ea	Sokkia builder series fiberglass telescoping level/grade rod - 25ft length - feet/10ths/100ths # 43523 					

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:	\$196.95
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$196.95



JOB NO:		H25090-				ACCIDENTS:		☐	YES	☒	NO	
PROJECT:		Brandon Maintenance				INCIDENTS:		☐	YES	☒	NO	
DATE:		7/21/2025				SUPERINTENDENT:		Chad Phelps				
DAY OF WEEK:		MONDAY				REVIEWED:		JGL				

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-												TOTAL	PENETROMETER
KENNETH MCCARDLE	2611	FOREMAN			11.00	-											11.00	A.M.
JOSEPH WELBORN	1641	Pipelayer			11.00	-											11.00	READING: 0.5
BARRET ABRAMS	2930	Trackhoe			11.00	-											11.00	SOIL TYPE: C
CHARLES SHOULDERS	2865	Loader			11.00	-											11.00	LOCATION: Tamberline St Storm Drain
CEDRIC HYDE	3377	Labor			-	-											-	
Marcus Bagget	3434	Labor			11.00	-											11.00	P.M.
						-											-	READING: 0.5
																	-	SOIL TYPE: C
																	-	LOCATION: Tamberline St Storm Drain
																	-	
																	-	
																	-	
																	-	
																	-	
																	-	
																	-	
																	-	
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-	-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
																	-
																	-
TOTAL HOURS																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-												TOTAL	BEGIN	END	HRS
WORK DAY (Y/N)	YES		1582	Ford F250 Pickup	11.00												11.00			-
WEATHER	FAIR	HOT	16A007	F600	11.00												11.00			-
FAIR	WET	HOT/COLD	12510	Level	11.00												11.00			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00												11.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00												11.00			-
TEMPERATURE	92	*F	5610	Conex Box	11.00												11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00												11.00			-
MORNING	6:30AM	11:00AM	PU30																	

JOB NO: H25090-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE: 7/22/2025				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: TUESDAY				REVIEWED: JGL	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			-	-										-	
6 Marcus Bagget	3434	Labor			11.00	-										11.00	P.M. _____
7					-	-										-	READING 0.5 _____
8					-	-										-	SOIL TYPE C _____
9					-	-										-	LOCATION Tamberline St Storm Drain _____
10					-	-										-	
11					-	-										-	
12					-	-										-	
13					-	-										-	
14					-	-										-	
15					-	-										-	
TOTAL HOURS																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
TOTAL HOURS																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	11.00											11.00			-
			16A007	F600	11.00											11.00			-
FAIR	WET	HOT/COLD	12510	Level	11.00											11.00			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00											11.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00											11.00			-
TEMPERATURE	97	°F	5610	Conex Box	11.00											11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00											11.00			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	11.00											11.00			-
AFTERNOON	11:30AM	6:00PM	11654	Diaphragm Pump	11.00											11.00			-
NIGHT			13816	Trench Box 8'	11.00											11.00			-
TOTAL HRS FOR DAY	11.5 Hrs		13930	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			2244	303.5 Cat	11.00											11.00			-
2			8594	Pothole Machine	-											-			-
3			2412	926 Cat	11.00											11.00			-
4			2393	308 Cat	11.00											11.00			-
5			5633	Conex Box	11.00											11.00			-
6			11443	Test Pump	11.00											11.00			-
7			11622	Centrifugal Pump	11.00											11.00			-
8			13474	Tamp	11.00											11.00			-
9			13770	Pipe Saw	11.00											11.00			-
10			T2406A	Air Compressor	11.00											11.00			-
11																-		-	
12																-		-	
13																-		-	
14																-		-	
14																-		-	
14																-		-	
15			TOTAL HOURS			-	-	-	-	-	-	-	-	-	-	-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

 We set up traffic control to close road again. We started excavating for new storm drain pipe, had to cross over several utilities in area. Installed 8 joints and a 2 ft section of 28" x 18" concrete arch pipe. Made sure to backfill in road with 6/10 limestone. Dressed up road where we could open it back up for the night. Made sure everything was safed up and installed safety fence around excavations.

☒ 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: H25090-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE: 7/23/2025				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: WEDNESDAY				REVIEWED: JGL	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING: 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE: C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION: Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			-	-										-	
6 Marcus Bagget	3434	Labor			11.00	-										11.00	P.M. _____
7						-										-	READING: 0.5 _____
8																-	SOIL TYPE: C _____
9																-	LOCATION: Tamberline St Storm Drain _____
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-		

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
TOTAL HOURS																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	11.00											11.00			-
			16A007	F600	11.00											11.00			-
FAIR	WET	HOT/COLD	12510	Level	11.00											11.00			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00											11.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00											11.00			-
TEMPERATURE	97	°F	5610	Conex Box	11.00											11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00											11.00			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	11.00											11.00			-
AFTERNOON	11:30AM	6:00PM	11654	Diaphragm Pump	11.00											11.00			-
NIGHT			13816	Trench Box 8'	11.00											11.00			-
TOTAL HRS FOR DAY	11.5 Hrs		13930	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			2244	303.5 Cat	11.00											11.00			-
2			8594	Pothole Machine	-											-			-
3			2412	926 Cat	11.00											11.00			-
4			2393	308 Cat	11.00											11.00			-
5			5633	Conex Box	11.00											11.00			-
6			11443	Test Pump	11.00											11.00			-
7			11622	Centrifugal Pump	11.00											11.00			-
8			13474	Tamp	11.00											11.00			-
9			13770	Pipe Saw	11.00											11.00			-
10			T2406A	Air Compressor	11.00											11.00			-
11																-			-
12																-			-
13																-			-
14																-			-
14																-			-
14																-			-
14																-			-
15																-			-
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-				-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We excavated and bore old 18" metal storm drain pipe. Had to bust out concrete with jackhammer in curb inlet. Installed 18 ft of 18" RCP and backfilled with crushed concrete. Started grouting and bricking up around pipe in inlet boxes around arch pipe and 18" pipe. Started building a junction box in road around 29" x 18" arch pipe and 18" concrete pipe. We put 1 1/2" irrigation pipes back together over our storm drain pipe, and the 2" irrigation pipe. Made sure everything was safed up for the night and installed safety fence around all areas with excavations.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.
☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE
FOREMAN

[illegible]

JOB NO: H25090- PROJECT: Brandon Maintenance DATE: 7/25/2025 DAY OF WEEK: FRIDAY								ACCIDENTS: ☐ YES ☒ NO INCIDENTS: ☐ YES ☒ NO SUPERINTENDENT: Chad Phelps REVIEWED:			
---	--	--	--	--	--	--	--	--	--	--	--

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-												TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			9.50	-											9.50	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			9.50	-											9.50	READING 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			9.50	-											9.50	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			9.50	-											9.50	LOCATION Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			-	-											-	
6 Marcus Bagget	3434	Labor	ABSENCE		-	-											-	P.M. _____
7					-	-											-	READING 0.5 _____
8					-	-											-	SOIL TYPE C _____
9					-	-											-	LOCATION Tamberline St Storm Drain _____
10					-	-											-	
11					-	-											-	
12					-	-											-	
13					-	-											-	
14					-	-											-	
15					-	-											-	
TOTAL HOURS																		

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
TOTAL HOURS																	

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																	BEGIN	END	HRS
WEATHER	FAIR	HOT		1582	Ford F250 Pickup	9.50											9.50			-
				16A007	F600	9.50											9.50			-
FAIR	WET	HOT/COLD		12510	Level	9.50											9.50			-
CLOUDY	RAIN	MILD		13716	Pipe Saw	9.50											9.50			-
RAIN AMOUNT (IN)	0	INCHES		9494	Laser	9.50											9.50			-
TEMPERATURE	97	'F		5610	Conex Box	9.50											9.50			-
TIME WORKED	START	STOP		5215	20' Trailer	9.50											9.50			-
MORNING	6:30AM	11:00AM		PU3009	Centrifugal Pump	9.50											9.50			-
AFTERNOON	11:30AM	4:30PM		11654	Diaphragm Pump	9.50											9.50			-
NIGHT				13816	Trench Box 8'	9.50											9.50			-
TOTAL HRS FOR DAY	10 Hrs			13930	Trench Box 16'	9.50											9.50			-
WORK COMPLETED				13910	Material Box	9.50											9.50			-
PHASE	QUANTITY	UNITS		13461	Tamp	9.50											9.50			-
1				2244	303.5 Cat	9.50											9.50			-
2				8594	Pothole Machine	-											-			-
3				2412	926 Cat	9.50											9.50			-
4				2393	308 Cat	9.50											9.50			-
5				5633	Conex Box	9.50											9.50			-
6				11443	Test Pump	9.50											9.50			-
7				11622	Centrifugal Pump	9.50											9.50			-
8				13474	Tamp	9.50											9.50			-
9				13770	Pipe Saw	9.50											9.50			-
10				T2406A	Air Compressor	9.50											9.50			-
11																	-			-
12																	-			-
13																	-			-
14																	-			-
14																	-			-
14																	-			-
TOTAL HOURS																				

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

 Set up and start excavating for 24" pipe, installed 5 joints of pipe 40 feet. Backfilled with crushed concrete and tamped around pipe. Backfilled roadway with 6/10 limestone. Had to seal up and grove up around pipe in inlet box we started in with Arch pipe. Backfilled and dressed up yard and hauled away any excess spoils. Built bulkhead and installed vent pipe in 18" metal pipe in inlet. Made sure everything was safed up for the weekend. Made sure all traffic control was set up for weekend. Installed safety fence around all excavations.

X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST. X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER	KENNETH MCCARDLE FOREMAN
--	------------------------------------

JOB NO: H25090- PROJECT: Brandon Maintenance DATE: 7/28/2025 DAY OF WEEK: MONDAY						ACCIDENTS: ☐ YES ☒ NO INCIDENTS: ☐ YES ☒ NO SUPERINTENDENT: Chad Phelps REVIEWED: JGL			
---	--	--	--	--	--	--	--	--	--

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING D.S. _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader	AA		-	-										-	LOCATION Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			4.00	-										4.00	_____
6 Marcus Bagget	3434	Labor	ABSENCE		-	-										-	P.M. _____
7						-										-	READING D.S. _____
8																-	SOIL TYPE C _____
9																-	LOCATION Tamberline St Storm Drain _____
10																-	_____
11																-	_____
12																-	_____
13																-	_____
14																-	_____
15																-	_____
TOTAL HOURS																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
TOTAL HOURS																-

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																	BEGIN	END	HRS
WEATHER	FAIR	HOT		1582	Ford F250 Pickup	11.00											11.00			-
				16A007	F600	11.00											11.00			-
FAIR	WET	HOT/COLD		12510	Level	11.00											11.00			-
CLOUDY	RAIN	MILD		13716	Pipe Saw	11.00											11.00			-
RAIN AMOUNT (IN)	0	INCHES		9494	Laser	11.00											11.00			-
TEMPERATURE	97	°F		5610	Conex Box	11.00											11.00			-
TIME WORKED	START	STOP		5215	20' Trailer	11.00											11.00			-
MORNING	6:30AM	11:00AM		PU3009	Centrifugal Pump	11.00											11.00			-
AFTERNOON	11:30AM	6:00PM		11654	Diaphragm Pump	11.00											11.00			-
NIGHT				13816	Trench Box 8'	11.00											11.00			-
TOTAL HRS FOR DAY	11.5 Hrs			13930	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				2244	303.5 Cat	11.00											11.00			-
2				8594	Pothole Machine	-											-			-
3				2412	926 Cat	11.00											11.00			-
4				2393	308 Cat	11.00											11.00			-
5				5633	Conex Box	11.00											11.00			-
6				11443	Test Pump	11.00											11.00			-
7				11622	Centrifugal Pump	11.00											11.00			-
8				13474	Tamp	11.00											11.00			-
9				13770	Pipe Saw	11.00											11.00			-
10				T2406A	Air Compressor	11.00											11.00			-
11																-			-	
12																-			-	
13																-			-	
14																-			-	
14																-			-	
14																-			-	
15				TOTAL HOURS												-				

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

 City had to bring us the rest of the 24" RCP. 24 more joints. Once all pipe was unloaded with loader we started staging them going up hill on side of sidewalk. Cut all fabric for all pipe, and made sure they all had gaskets, fabric, and caps. We set up and tried to lay some pipe with 3 guys. We excavated out and installed 3 joints of 24" RCP. Made sure everything was backfilled and safed up for rain event. We installed safety fence around area.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.
☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE
 FOREMAN

JOB NO:	H25090-				ACCIDENTS:	☐	YES	☒	NO
PROJECT:	Brandon Maintenance				INCIDENTS:	☐	YES	☒	NO
DATE:	7/30/2025				SUPERINTENDENT: Chad Phelps				
DAY OF WEEK:	WEDNESDAY				REVIEWED: JGL				

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING: 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE: C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION: Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			11.00	-										11.00	_____
6					-	-										-	P.M. _____
7					-	-										-	READING: 0.5 _____
8					-	-										-	SOIL TYPE: C _____
9					-	-										-	LOCATION: Tamberline St Storm Drain _____
10					-	-										-	_____
11					-	-										-	_____
12					-	-										-	_____
13					-	-										-	_____
14					-	-										-	_____
15					-	-										-	_____
TOTAL HOURS																	-

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
TOTAL HOURS																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQUIDOMETER READINGS		
WORK DAY (Y/N)	YES																BEGIN	END	HRS
WEATHER	FAIR	HOT	1582	Ford F250 Pickup	11.00											11.00			-
			16A007	F600	11.00											11.00			-
FAIR	WET	HOT/COLD	12510	Level	11.00											11.00			-
CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00											11.00			-
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	11.00											11.00			-
TEMPERATURE	98	°F	5610	Conex Box	11.00											11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00											11.00			-
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	11.00											11.00			-
AFTERNOON	11:30AM	6:00PM	11654	Diaphragm Pump	11.00											11.00			-
NIGHT			13816	Trench Box 8'	11.00											11.00			-
TOTAL HRS FOR DAY	11.5 Hrs		13930	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			2244	303.5 Cat	11.00											11.00			-
2			8594	Pothole Machine	-											-			-
3			2412	926 Cat	11.00											11.00			-
4			2393	308 Cat	11.00											11.00			-
5			5633	Conex Box	11.00											11.00			-
6			11443	Test Pump	11.00											11.00			-
7			11622	Centrifugal Pump	11.00											11.00			-
8			13474	Tamp	11.00											11.00			-
9			13770	Pipe Saw	11.00											11.00			-
10			T2406A	Air Compressor	11.00											11.00			-
11																-			-
12																-			-
13																-			-
14																-			-
14																-			-
14																-			-
15																-			-
TOTAL HOURS																	-		

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We excavated out and had to play leap frog with trench boxes around sewer service. We installed 6 joints of 24" RCP to grade. Made sure everything was sealed up for rain event. Backfilled entire trench line with crushed concrete around pipe and capped road with 6/10 Limestone. Cleaned up all trash and installed safety fence and cones around area.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.
☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE
FOREMAN

JOB NO: H25090-		PROJECT: Brandon Maintenance		DATE: 7/31/2025		DAY OF WEEK: THURSDAY		ACCIDENTS: ☐ YES ☒ NO INCIDENTS: ☐ YES ☒ NO SUPERINTENDENT: Chad Phelps REVIEWED: JGL			
											
NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-					TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-				11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-				11.00	READING O.S. _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-				11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-				11.00	LOCATION Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			11.00	-				11.00	P.M. _____
6 Deangelo McClain	3470	Labor			11.00	-				11.00	READING O.S. _____
7					-	-				-	SOIL TYPE C _____
8					-	-				-	LOCATION Tamberline St Storm Drain _____
9					-	-				-	
10					-	-				-	
11					-	-				-	
12					-	-				-	
13					-	-				-	
14					-	-				-	
15					-	-				-	
TOTAL HOURS					-	-	-	-	-	-	
TEMP LABOR		EMPLOYER		POTENTIAL HIRE? Y/N	010001-						
1											
2											
TOTAL HOURS					-	-	-	-	-	-	
DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-					
WORK DAY (Y/N)	YES			1582	Ford F250 Pickup	11.00				11.00	
WEATHER	FAIR	HOT		16A007	F600	11.00				11.00	
FAIR	WET	HOT/COLD		12510	Level	11.00				11.00	
CLOUDY	RAIN	MILD		13716	Pipe Saw	11.00				11.00	
RAIN AMOUNT (IN)	0	INCHES		9494	Laser	11.00				11.00	
TEMPERATURE	94	°F		5610	Conex Box	11.00				11.00	
TIME WORKED	START	STOP		5215	20' Trailer	11.00				11.00	
MORNING	6:30AM	11:00AM		PU3009	Centrifugal Pump	11.00				11.00	
AFTERNOON	11:30AM	6:00PM		11654	Diaphragm Pump	11.00				11.00	
NIGHT				13816	Trench Box 8'	11.00				11.00	
TOTAL HRS FOR DAY	11.5 Hrs			13930	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				2244	303.5 Cat	11.00				11.00	
2				8594	Pothole Machine	-				-	
3				2412	926 Cat	11.00				11.00	
4				2393	308 Cat	11.00				11.00	
5				5633	Conex Box	11.00				11.00	
6				11443	Test Pump	11.00				11.00	
7				11622	Centrifugal Pump	11.00				11.00	
8				13474	Tamp	11.00				11.00	
9				13770	Pipe Saw	11.00				11.00	
10				T2406A	Air Compressor	11.00				11.00	
11										-	
12										-	
13										-	
14										-	
14										-	
14										-	
15										-	
TOTAL HOURS					-	-	-	-	-	-	
REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE											
We came across a concrete sewer main crossing our trench line but we didn't know if it was active so we got city to come out and look at it and they made the decision that it was abandoned so we installed a bulkhead in pipe in edge of trench line. We started excavating and installed 4 joints of 24" RCP to grade. We backfilled trench line and pipe with crushed concrete. Capped the road with 6/10 limestone. We had to prep area for rain event, and made sure everything was safed up for the night. We installed safety fence and barricades around area.											
X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST. X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER											
										KENNETH MCCARDLE	
										FOREMAN	

JOB NO: H25090-

PROJECT: Brandon Maintenance

DATE: 8/1/2025

DAY OF WEEK: FRIDAY

ACCIDENTS: ☐ YES ☒ NOINCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: JGL

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-												TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			8.50	-											8.50	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			8.50	-											8.50	READING 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			8.50	-											8.50	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			8.50	-											8.50	LOCATION Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			8.50	-											8.50	_____
6 Deangelo McInain	3470	Labor			6.50	-											6.50	P.M. _____
7						-											-	READING 0.5 _____
8						-											-	SOIL TYPE C _____
9						-											-	LOCATION Tamberline St Storm Drain _____
10						-											-	_____
11						-											-	_____
12						-											-	_____
13						-											-	_____
14						-											-	_____
15						-											-	_____

TOTAL HOURS

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

TOTAL HOURS

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-														TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES		1582	Ford F250 Pickup	8.50														8.50	BEGIN	END	HRS
WEATHER	FAIR	HOT	16A007	F600	8.50														8.50			
FAIR	WET	HOT/COLD	12510	Level	8.50														8.50			
CLOUDY	RAIN	MILD	13716	Pipe Saw	8.50														8.50			
RAIN AMOUNT (IN)	0	INCHES	9494	Laser	8.50														8.50			
TEMPERATURE	94	°F	5610	Conex Box	8.50														8.50			
TIME WORKED	START	STOP	5215	20' Trailer	8.50														8.50			
MORNING	6:30AM	11:00AM	PU3009	Centrifugal Pump	8.50														8.50			
AFTERNOON	11:30AM	3:30PM	11654	Diaphragm Pump	8.50														8.50			
NIGHT			13816	Trench Box 8'	8.50														8.50			
TOTAL HRS FOR DAY	9 Hrs		13930	Trench Box 16'	8.50														8.50			
WORK COMPLETED			13910	Material Box	8.50														8.50			
PHASE	QUANTITY	UNITS	13461	Tamp	8.50														8.50			
1			2244	303.5 Cat	8.50														8.50			
2			8594	Pothole Machine	-														-			
3			2412	926 Cat	8.50														8.50			
4			2393	308 Cat	8.50														8.50			
5			5633	Conex Box	8.50														8.50			
6			11443	Test Pump	8.50														8.50			
7			11622	Centrifugal Pump	8.50														8.50			
8			13474	Tamp	8.50														8.50			
9			13770	Pipe Saw	8.50														8.50			
10			T2406A	Air Compressor	8.50														8.50			
11																			-			
12																			-			
13																			-			
14																			-			
14																			-			
14																			-			
15																			-			
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-	-	-	-			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We had to clean up and haul off excess spoils underneath Trackhoe. We tried to remove concrete drive with Trackhoe, but we ended up having to use jackhammer to bust it up to remove. Started excavating around 10" water main where it crossed trench line. Installed 1 joint of 24" BCF. Continued excavating and found a inlet box that was underneath concrete that city didn't know about. They said to remove it, so while trying to remove it we damaged track hoe stick right above broken. So we had to make excavation safe for the weekend and installed a sheet pile across trench line to support water main. Made sure everything was cleaned up and grappled for rain event over 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 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	28	HR	Superintendent	\$107.00	\$2,996.00
2	22	HR	Foreman	\$96.81	\$2,129.82
3	66	HR	Trackhoe & Operator (308)	\$117.19	\$7,734.54
4	44	HR	Front End Loader & Operator	\$132.47	\$5,828.68
5	44	HR	Pipelayer	\$45.86	\$2,017.84
6	77	HR	Laborer	\$38.72	\$2,981.44
7	44	HR	Pickup Truck	\$22.42	\$986.48
8	44	HR	Flatbed Truck	\$19.36	\$851.84
9	44	HR	Small Incidental Tools	\$15.29	\$672.76
10	33	HR	Vacuum Excavator	\$81.52	\$2,690.16
11	88	HR	Trench Box (X2)	\$5.10	\$448.80
12	44	HR	Material Box	\$5.10	\$224.40
13	176	HR	Pump (x4)	\$5.10	\$897.60
14	88	HR	Tamp (x2)	\$6.11	\$537.68
15	44	HR	Pipe Laser	\$3.06	\$134.64
16	22	HR	Air Compressor	\$15.29	\$336.38
17	1	LS	Revell Ace	\$293.89	\$293.89
18	1	LS	Rankin County Co-Op	\$11.96	\$11.96
19	1	LS	MMC	\$3,118.00	\$3,118.00
20	1	LS	Delta Industries	\$631.00	\$631.00
TOTAL AMOUNT DUE					\$35,523.91

Emergency storm drain pipe repair
near 203 East Government Street/
Tamberline Street

Invoice #: H25106-01-F-59147

GL Code: 314-600-718
Funding: HB603

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator for the City of Brandon, Mississippi, have determined that an emergency exists as described in the memo attached hereto, with regard to the purchase of the commodities or repair contracts, identified as follows:

emergency storm drain pipe repair near 203 East Government Street & Tamberline Street

which caused a sinkhole in the roadway

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 22 day of September, 2025.

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 #: 59147

Work Order Date: 07/10/25

Work Type:

Priority:

Status: Open

Prepared By: Brent King

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

Request Type: Drainage - Sinkhole

Date Requested: 07/09/2025

Name:

Service Address or Request Location: 203 East Government Street / Black Street

Phone Number:

Email Address:

Reported By: PD

Department: Drainage

Ward:

Nature of Request: Large sinkhole in the road

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If Necessary:

Additional Information:

Concrete Repair Required/Details:

Sod/Yard Restoration Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

07/30/2025 Hemphill is assisting on repairs
Picked up parts at Eagle Pipe - invoices attached

-LSarver

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00



SOUTH JACKSON

601-372-5534

CLINTON

601-924-4510

FLORENCE/RICHLAND

601-932-2690

NORTH JACKSON

601-812-1400

PEARL

601-939-2861

BYRAM

601-371-8429

RESERVOIR

601-724-8999

OUTDOOR POWER

601-939-0500

Serving
Central MS
Since 1950**REVELL***"If it's
hardware, we
have it!"*

PAGE NO: 1

BILLING QUESTIONS

PHONE 601-372-5534

FAX 601-371-8727

EMAIL: revell.accounting@teamrevell.com

PLEASE MAIL PAYMENT TO:

P.O. BOX 54427

PEARL, MS 39288-4427

Thank you for shopping at Revell

*** God Bless America! ***

CUSTOMER NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
22060	000	H25106	PO # H25106	NET 30 DAYS	KRM	8/28/25 3:41

SOLD TO:
HEMPHILL CONSTRUCTION
P. O. BOX 879

FLORENCE MS 39073

SHIP TO:

RECEIVED

SEP 02 2025

RECEIVED

SALESPERSON: S1 RSG BRNCH

TAX 201 PEARL MS SALES TAX

TERMINAL: 574

REWARD NO:19475782609

INVOICE: 401057/2

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE /PER	EXTENSION
1	1	EA	ST14453	CABLE TIE 14.5" 50# BLK	DISPL	1	19.29 /EA	19.29 C
1	1	EA	ST14062	CABLE TIE 11.8" 50# WHT	DISPL	1	7.46 /EA	7.46 C
1	1	EA	ST14076	CABLE TIE 8" 50# ORG	DISPL	1	5.03 /EA	5.03 C
1	1	EA	ST14072	CABLE TIE 8" 50# BLUE	DISPL	1	5.03 /EA	5.03 C
1	1	EA	ST14080	CABLE TIE 8" 50# YEL	DISPL	1	5.03 /EA	5.03 C
1	1	EA	ST14079	CABLE TIE 8" 50# RED	DISPL	1	5.03 /EA	5.03 C
1	1	EA	23722	HAMMER DRILLING 3# ESTWG	08B02	1	37.99 /EA	37.99 C
2	2	EA	K4X100SF	ECONOMY FENCEORANGE 4'X100'	29B17	2	29.95 /EA	59.90 *
10	10	EA	7042073	STUDDER T-POST GREEN 6.5FT	80A10	10	12.99 /EA	129.90 *

H25106 - 04 0001 - 04 - J66

** AMOUNT CHARGED TO STORE ACCOUNT **

293.89

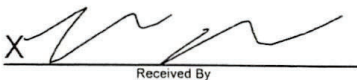
TAXABLE
NON-TAXABLE
SUB-TOTAL274.66
0.00
274.66

TAX AMOUNT

19.23

TOTAL AMOUNT

293.89

X 
Received By

(BARRET)

**REVELL ACE Hardware****REVELL** HARDWARE &
SUPPLY GROUP**REVELL** RENTAL &
OUTDOOR**REVELL B2B**

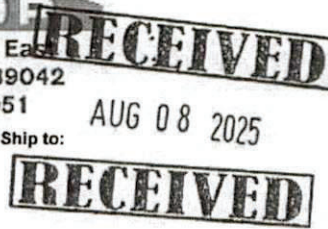
RANKIN COUNTY COOP

Invoice



2861 Hwy 80 East
Brandon, MS 39042
601-825-5051

Ticket #: 1224927
Ticket date: 8/5/25
Station: 1



Sold to: HEMPHILL CONSTRUCTION CO.
P.O. BOX 879
FLORENCE, MS 39073
601-932-2060

Ship to:

Customer #: 42569
Sales Rep: ST
Customer PO#: 25106

Ship date:
Location: 1

Ship-via code:
Terms: Net 30 days

Quantity	Item #	Description	Ship-from location	Price	Setting unit	Ext prc
1.00	6359251	OIL MTR COASTAL SYN BLEND 5W30		5.99	EACH	5.99



H25106 - 040001 - 04-J61

User: #2	Total line items: 1	Sale subtotal:	5.99
		Tax:	0.42
		Total:	6.41

The undersigned purchaser(s) hereby agree(s) that payment for this purchase shall be due in full by the twentieth (20th) day of the next following month. It is further agreed by the undersigned purchaser(s) that this purchase shall bear a finance charge at the rate of 1.50% per month (18% per annum), commencing at the end of the next following month - minimum time allowed before assessing finance charge is thirty-one (31) days. 30 day credit provided only. Purchaser(s) agree(s) to pay all cost of collection.

Tender:

AR CHARGE

6.41

Net tender: 6.41

2861 HWY 80 EAST
BRANDON, MS 39042
MONDAY-FRIDAY 7:00 A.M. - 5:00 P.M./SATURDAY 7:00 A.M. - 4:00 P.M.
HUNTERS NIGHT OUT
8/28/2025 5:00-7:00PM
WE WILL BE CLOSED 9/1/2025 FOR LABOR DAY



RANKIN COUNTY COOP

Invoice



Ticket #: 1224692
Ticket date: 8/4/25
Station: 3

Sold to: HEMPHILL CONSTRUCTION CO.
P.O. BOX 879
FLORENCE, MS 39073
601-932-2060

Ship to:



Customer #: 42569
Sales Rep: ST
Customer PO#: 25106

Ship date:
Location: 1

Ship-via code:
Terms: Net 30 days

Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
1.00	F62018	CABLE TIES 6" STAND DUTY 100PK		5.19	EACH	5.19

H25106 -040001 -04-JUL



User: #2	Total line items: 1	Sale subtotal:	5.19
		Tax:	0.36
		Total:	5.55

The undersigned purchaser(s) hereby agree(s) that payment for this purchase shall be due in full by the twentieth (20th) day of the next following month. It is further agreed by the undersigned purchaser(s) that this purchase shall bear a finance charge at the rate of 1.50% per month (18% per annum), commencing at the end of the next following month - minimum time allowed before assessing finance charge is thirty-one (31) days. 30 day credit provided only. Purchaser(s) agree(s) to pay all cost of collection.

Tender:

AR CHARGE

5.55

Net tender: 5.55

2861 HWY 80 EAST
BRANDON, MS 39042
MONDAY-FRIDAY 7:00 A.M. - 5:00 P.M./SATURDAY 7:00 A.M. - 4:00 P.M.
HUNTERS NIGHT OUT
8/28/2025 5:00-7:00PM





MMC Materials, Inc.
Central MS Area
P. O. Box 2749
Madison MS 39130
Inquiries: (601)973-2093

RECEIVED

AUG 29 2025

RECEIVED

INVOICE

Invoice # : 971973
Date: 08/28/2025
Customer No: 740690
PO: H25106

Credit Terms: All invoices are due 30 days from invoice date. A finance charge of 1.5% per month shall be applied to any late payments. Any attorney fees or other collection fees incurred by MMC Materials shall be reimbursed by customer.

Sold To:

Delivered To:

HEMPHILL CONSTRUCTION CO. INC / CENTRAL MS
P O BOX 879
FLORENCE MS 39073

Posted
SEP 03 2025
Angie Oswalt

Sale Date	Ticket	Description	Location	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
08/28/2025	3590271	FLOWABLE FILL NON-EXCAVATABLE	30106	8.000	CY	130.00 E	1,040.00	RAN	0.00	1,040.00
08/28/2025	3590274	FLOWABLE FILL NON-EXCAVATABLE	30106	7.000	CY	130.00 E	910.00	RAN	0.00	910.00
08/28/2025	3590280	FLOWABLE FILL NON-EXCAVATABLE	30106	8.000	CY	130.00 E	1,040.00	RAN	0.00	1,040.00
Total :		Ready Mix Concrete		23.000	CY		2,990.00		0.00	2,990.00
08/28/2025	3590271	AIR GENERATOR 1YD	30106	8.000	GAL	1.00 E	8.00	RAN	0.00	8.00
08/28/2025	3590274	AIR GENERATOR 1YD	30106	7.000	GAL	1.00 E	7.00	RAN	0.00	7.00
08/28/2025	3590280	AIR GENERATOR 1YD	30106	8.000	GAL	1.00 E	8.00	RAN	0.00	8.00
Total :		MASTERCCELL 25		23.000	GAL		23.00		0.00	23.00
08/28/2025	3590271	FUEL CHARGE	30106	1.000	EA	30.00 E	30.00	RAN	0.00	30.00
08/28/2025	3590274	FUEL CHARGE	30106	1.000	EA	30.00 E	30.00	RAN	0.00	30.00
08/28/2025	3590280	FUEL CHARGE	30106	1.000	EA	30.00 E	30.00	RAN	0.00	30.00
Total :		FUEL CHARGE		3.000	EA		90.00		0.00	90.00
08/28/2025	3590271	ENVIRONMENTAL CHARGE	30106	1.000	EA	5.00 E	5.00	RAN	0.00	5.00
08/28/2025	3590274	ENVIRONMENTAL CHARGE	30106	1.000	EA	5.00 E	5.00	RAN	0.00	5.00
08/28/2025	3590280	ENVIRONMENTAL CHARGE	30106	1.000	EA	5.00 E	5.00	RAN	0.00	5.00
Total :		ENVIRONMENTAL CHARGE		3.000	EA		15.00		0.00	15.00
Total Invoice:							3,118.00		0.00	3,118.00

P.O. YES _____ NO ☒

JOB # H25106

PHASE # 040001

COST TYPE 04

INITIALS JGL

SAVE TIME AND MONEY WITH OUR FREE E-BILLING INVOICING SERVICE!

We now offer three convenient ways for you to receive your invoices: email, fax or a secure web site. Our goal is to make it easy for you to receive and manage your invoices. For the ultimate in convenience you can use our Invoice Gateway site. You will be notified by email when new invoices are posted. You can search, sort, view, print, and download on this site.

Enroll in Invoice Gateway today at <http://mmcmaterials.billtrust.com> and use the web token listed at the bottom of this bill. For delivery via email or fax please call the contact listed on your bill.

Payment Type: On Account

Total: 3,118.00

TO VIEW ONLINE GO TO: <http://mmcmaterials.billtrust.com> USE THIS ENROLLMENT CODE: FGZ RST SXM



P. O. BOX 1292
JACKSON, MISSISSIPPI 39215-1292
PHONE 601-354-3804

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
000273	08/06/2025	893598	1

HEMPHILL CONSTRUCTION
COMPANY, INC.
P.O. DRAWER 879
FLORENCE, MS 39073

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE
FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 1% PER
MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

DATE	JOB NUMBER - JOB LOCATION - ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
08/06/25	001692	TAMBERLIN & NORTH STREET	PO NUMBER: H25090			
	4.00	CY	CLASS B 1L Hammet	152.000	42.56	608.00
	1.00	LD	FUEL SURCHARGE - LOAD	15.000	1.05	15.00
	1.00	LD	ENVIRONMENT FEE	8.000	0.56	8.00
			TICKET DATE TOTALS:		44.17	631.00
	TICKETS:	008-533128				
		JOB TOTALS		631.00	44.17	675.17
IF PAYMENT IS MADE BY 09/10/2025, DISCOUNT FOR INVOICE IS 6.08.						
1425106 - 040001 - 04 - J6L						
AMOUNT DUE						675.17

JOB NO: H25106-

PROJECT: Brandon Maintenance

DATE: 8/4/2025

DAY OF WEEK: MONDAY



ACCIDENTS: ☐ YES ☒ NO

INCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: JGL

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING 0.5: _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			11.00	-										11.00	_____
6 Deangelo McClain	3470	Labor			11.00	-										11.00	P.M. _____
7						-											READING 0.5: _____
8																	SOIL TYPE C _____
9																	LOCATION Tamberline St Storm Drain _____
10																	_____
11																	_____
12																	_____
13																	_____
14																	_____
15																	_____
TOTAL HOURS																	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																
2																
TOTAL HOURS																

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-										TOTAL	EQ. ODOMETER READINGS		
WORK DAY (Y/N)	YES																BEGIN	END	HRS
WEATHER	FAIR	HOT		1582	Ford F250 Pickup	11.00										11.00			-
				16A007	F600	11.00										11.00			-
	FAIR	WET	HOT/COLD	12510	Level	11.00										11.00			-
	CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00										11.00			-
RAIN AMOUNT (IN)	0		INCHES	9494	Laser	11.00										11.00			-
TEMPERATURE	89		'F	5610	Conex Box	11.00										11.00			-
TIME WORKED	START	STOP		5215	20' Trailer	11.00										11.00			-
MORNING	6:30AM	11:00AM		PU3009	Centrifugal Pump	11.00										11.00			-
AFTERNOON	11:30AM	6:00PM		11654	Diaphragm Pump	11.00										11.00			-
NIGHT				13816	Trench Box 8'	11.00										11.00			-
TOTAL HRS FOR DAY	11.5 Hrs			13930	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				2244	303.5 Cat	11.00										11.00			-
2				8594	Pothole Machine	11.00										11.00			-
3				2412	926 Cat	11.00										11.00			-
4				2393	308 Cat	11.00										11.00			-
5				5633	Conex Box	11.00										11.00			-
6				11443	Test Pump	11.00										11.00			-
7				11622	Centrifugal Pump	11.00										11.00			-
8				13474	Tamp	11.00										11.00			-
9				13770	Pipe Saw	11.00										11.00			-
10				T2406A	Air Compressor	11.00										11.00			-
11																-		-	
12																-		-	
13																-		-	
14																-		-	
14																-		-	
14																-		-	
15				TOTAL HOURS														-	

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We started excavating for 24" RCP underneath 10" water main and around inlet box for tie in. We found a junction in old concrete pipe with another pipe tied into it coming from parking lot. We had to get city to come out and look at it and run a camera in pipe to verify it was good. They decided to build a junction box with new pipe and old pipe where they meet. So we installed 1 joint of 24" RCP with the bell cut off. Then we installed 1 joint of 18" RCP out the other side into inlet box for tie in. We had to grout around pipes and built floor for junction box. Made sure everything was safely up for the night and installed safety fence around area.

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

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

KENNETH MCCARDLE

FOREMAN

JOB NO: <u>H25106-</u>				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: <u>Brandon Maintenance</u>				INCIDENTS: ☐ YES ☒ NO	
DATE: <u>8/5/2025</u>				SUPERINTENDENT: <u>Chad Phelps</u>	
DAY OF WEEK: <u>TUESDAY</u>				REVIEWED: <u>JGL</u>	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-												TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-											11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-											11.00	READING: 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-											11.00	SOIL TYPE: C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-											11.00	LOCATION: Tamberline St Storm Drain _____
5 CEDRIC HYDE	3377	Labor			11.00	-											11.00	P.M. _____
6 Deangelo McInain	3470	Labor			11.00	-											11.00	READING: 0.5 _____
7						-												SOIL TYPE: C _____
8						-												LOCATION: Tamberline St Storm Drain _____
9						-												
10						-												
11						-												
12						-												
13						-												
14						-												
15						-												
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-		

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	
2																	
TOTAL HOURS																	

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																	BEGIN	END	HRS
WEATHER	FAIR	HOT		1582	Ford F250 Pickup	11.00											11.00			-
				16A007	F600	11.00											11.00			-
	FAIR	WET	HOT/COLD	12510	Level	11.00											11.00			-
	CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00											11.00			-
RAIN AMOUNT (IN)	0	INCHES		9494	Laser	11.00											11.00			-
TEMPERATURE	88	°F		5610	Conex Box	11.00											11.00			-
TIME WORKED	START	STOP		5215	20' Trailer	11.00											11.00			-
MORNING	6:30AM	11:00AM		PU3009	Centrifugal Pump	11.00											11.00			-
AFTERNOON	11:30AM	6:00PM		11654	Diaphragm Pump	11.00											11.00			-
NIGHT				13816	Trench Box 8'	11.00											11.00			-
TOTAL HRS FOR DAY	11.5 Hrs			13930	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				2244	303.5 Cat	11.00											11.00			-
2				8594	Pothole Machine	11.00											11.00			-
3				2412	926 Cat	11.00											11.00			-
4				2392	308 Cat	11.00											11.00			-
5				5633	Conex Box	11.00											11.00			-
6				11443	Test Pump	11.00											11.00			-
7				11622	Centrifugal Pump	11.00											11.00			-
8				13474	Tamp	11.00											11.00			-
9				13770	Pipe Saw	11.00											11.00			-
10				T2406A	Air Compressor	11.00											11.00			-
11																	-			-
12																	-			-
13																	-			-
14																	-			-
15																	-			-
TOTAL HOURS						-	-	-	-	-	-	-	-	-	-	-				-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We had to finish building junction box around the 18" and 24" RCP and tied it into the 12" existing pipe. Once it was built we made sure to pour it up properly. Installed solid concrete lid on junction box, and arouted lid on so we could backfill. We pulled trench boxes out of excavation and started backfilling with crushed concrete, backfilled around water main with sand. Dressed up trench line with 6/10 limestone and moved all equipment down the hill. We started using pothole machine to clean out old existing 24" pipe in inlet beside courthouse so we could build bulkhead. Made sure everything was safed up for the night and installed safety fence where needed.

☒ 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: H25106-				ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO	
DATE: 8/28/2025				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: THURSDAY		REVIEWED: JGL			

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-											TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	FOREMAN			11.00	-										11.00	A.M. _____
2 JOSEPH WELBORN	1641	Pipelayer			11.00	-										11.00	READING 0.5 _____
3 BARRET ABRAMS	2930	Trackhoe			11.00	-										11.00	SOIL TYPE C _____
4 CHARLES SHOULDERS	2865	Loader			11.00	-										11.00	LOCATION _____
5 CEDRIC HYDE	3377	Labor			11.00	-										11.00	_____
6						-											P.M. _____
7						-											READING 0.5 _____
8						-											SOIL TYPE C _____
9						-											LOCATION _____
10						-											_____
11						-											_____
12						-											_____
13						-											_____
14						-											_____
15						-											_____
TOTAL HOURS																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
TOTAL HOURS																-

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-										TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	YES																BEGIN	END	HRS
				1582	Ford F250 Pickup	11.00										11.00			-
WEATHER	FAIR	HOT		16A007	F600	11.00										11.00			-
	FAIR	WET	HOT/COLD	12510	Level	11.00										11.00			-
	CLOUDY	RAIN	MILD	13716	Pipe Saw	11.00										11.00			-
RAIN AMOUNT (IN)	0		INCHES	9494	Laser	11.00										11.00			-
TEMPERATURE	75		'F	5610	Conex Box	11.00										11.00			-
TIME WORKED	START	STOP		5215	20' Trailer	11.00										11.00			-
MORNING	6:30AM	11:00AM		PU3009	Centrifugal Pump	11.00										11.00			-
AFTERNOON	11:30AM	6:00PM		11654	Diaphragm Pump	11.00										11.00			-
NIGHT				13816	Trench Box 8'	11.00										11.00			-
TOTAL HRS FOR DAY	11.5 Hrs			13930	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				2244	303.5 Cat	11.00										11.00			-
2				8594	Pothole Machine	-										-			-
3				2412	926 Cat	11.00										11.00			-
4				2392	308 Cat	-										-			-
5				5633	Conex Box	11.00										11.00			-
6				11443	Test Pump	11.00										11.00			-
7				PU3006	Centrifugal Pump	11.00										11.00			-
8				13474	Tamp	11.00										11.00			-
9				13770	Pipe Saw	11.00										11.00			-
10																-			-
11																-			-
12																-			-
13																-			-
14																-			-
15																-			-
TOTAL HOURS																-			-

REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE	
We set up to pump flow fill in old storm drain pipe on Black St. We had to make sure all vent pipes were ready to go. We pumped a total of 23 yards of flowable fill to fill pipes. Once we were done pumping we cut all vent pipes off below grade and capped the pvc pipe. We dressed up and backfilled around grate inlet. Moved all traffic control signs and cones back to city yard. Made sure everything was cleaned up in area.	

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST. ☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER.	KENNETH MCCARDLE FOREMAN
---	------------------------------------



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: NORTH STREET WATER WELL
EMERGENCY ELECTRICAL REPAIRS

Asking for your consideration to declare an emergency the electrical repairs to the North Street Water Well, approve invoice #849276 in the amount of \$5,000.00 from Bunch Electrical, LLC, and authorize payment of the same.

In August 2025, the North Street Water Well began having electrical issues. Bunch Electrical, LLC was contacted by the City of Brandon for further investigation. It was determined that the well breaker needed to be replaced. Bunch Electrical, LLC replaced the well breaker on 8/21/2025.

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

ATTACHMENTS:

- Bunch Electrical, LLC – invoice #: 849276 - \$5,000.00

GL Code: 400-673-636

Funding: WSOM

Invoice

849276

SOLD TO City of Brandon		SHIP TO Bunch Electrical LLC	
ADDRESS PO Box 1539		ADDRESS 124 Silverado Trail	
CITY, STATE, ZIP Brandon MS 39043-1539		CITY, STATE, ZIP Brandon MS 39047	
CUSTOMER ORDER NO. Perry Arbs Water Expansion	SOLD BY Wee	TERMS	F.O.B.
		DATE 9-3-25	

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		North Street Water Well			
		Got Call came out checked on why			
		Breaker keeps tripping there is a problem			
		with Breaker. So found and ordered			
		new one got old one out replaced			
		with new one all back working			
		Breaker			\$ 4500.00
		Labor			\$ 500.00
					\$5000.00

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 electrical repair to the North Street Water Well due to failure in the electrical
breaker

at the location/address identified in the memo attached hereto, so that the delay incident to
giving opportunity for competitive bidding would be detrimental to the interest of the
governing authority, and I hereby approve the bill presented therefore for such emergency
commodities and/or contract services provided, and I do hereby certify that the purchase of
such commodities was made from _____ (or with
Bunch Electrical, LLC)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 22 day of September, 2025.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

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



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: WOOD WASTE GRINDING
ASHLEY TRANSPORT, INC./ASHLEY FARMS & TRUCKING, LLC
PROFESSIONAL SERVICES AGREEMENT

Asking for your consideration to approve a Professional Services Agreement with Ashley Transport, Inc./Ashley Farms & Trucking, LLC for wood waste grinding services.

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

ATTACHMENTS:

- Ashley Transport, Inc./Ashley Farms & Trucking, LLC – Professional Services Agreement

ASHLEY TRANSPORT, INC. ASHLEY FARMS & TRUCKING, LLC

265 MAGNOLIA DR.
RALEIGH, MS 39153



PHONE (601) 782-4508
FAX (601) 782-9695

09/29/2025

Ms. Carly Dearman
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

QUOTE

For grinding wood waste:

Any grinding of wood waste:

Price per Cubic Yard \$ 3.50

Any haul-off of wood waste (if needed):

Price per Load \$ 100.00

Signed: _____

Mike Ashley, President

Date: _____

9-29-15



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: UTILITY DAMAGE REIMBURSEMENT
DEVINEY CONSTRUCTION (PERFORMING WORK FOR ATT)
ACCEPTANCE OF REIMBURSEMENT AND APPROVAL OF WAIVER

Asking for your consideration for the following regarding the utility damage reimbursement payment received from Deviney Construction, a sub-contractor for ATT.

1. Accept the reimbursement payment from Deviney Construction, a sub-contractor for ATT, in the amount of \$9,466.28 for damage to a City of Brandon waterline near 355 Crossgates Blvd on 5/21/2025.
2. Approve the corresponding Release and Settlement of Claims for the reimbursement payment and authorize the Mayor and City Clerk to execute the same.

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

ATTACHMENTS:

- Deviney Construction – check #717056 - \$9,466.28
- Release and Settlement Claim – 355 Crossgates Blvd – damaged waterline

OUR REF. NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
CITYBRANDO 331860	58529	CITY OF BRANDON 9/29/2025	9,466.28	ASL		9,466.28

Check Total \$*****9,466.28 9320

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX



P.O. Box 6717, Jackson, Mississippi 39282-6717

TRUSTMARK NATIONAL BANK
Jackson, Mississippi85-27
653

717056

CHECK DATE
9/29/2025CONTROL
NUMBER
717056AMOUNT
\$*****9,466.28

PAY

Nine Thousand Four Hundred Sixty-Six and 28/100----- US Dollars

TO THE
ORDER
OFCITY OF BRANDON
PUBLIC WORKS DEPARTMENT
1000 MUNICIPAL DRIVE
BRANDON, MS 39042

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈ 717056 ⑈ ⑆065300279⑆ 1009392560⑈

FULL AND FINAL RELEASE AND SETTLEMENT
AGREEMENT WITH COVENANTS

This Full and Final Release and Settlement Agreement with Covenants is entered into on this the _____ day of _____, 2025, by and between The City of Brandon, Mississippi (hereinafter referred to as "Brandon" or "Releasor") and Deviney Construction Company, Inc., its parents, subsidiaries, officers, directors, agents, attorneys, employees, stock holders, representatives, successors and assigns, customers, including but not limited to AT&T Enterprises, LLC, and its subcontractors, including but not limited to ASL Services LLC, (hereinafter referred to collectively as "Deviney"), who state that for and in consideration of and for the cause of the payment by or on behalf of Deviney in the total sum of NINE THOUSAND FOUR HUNDRED SIXTY SIX AND 28/100 (\$9,466.28) DOLLARS, cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, Brandon does, for itself, mayor, its board of aldermen, its parents, subsidiaries, officers, directors, agents, attorneys, employees, stock holders, representatives, successors and assigns, release Deviney from any and all actions, causes of action, claims, demands, damages, costs, and expenses, whether known or unknown, which said Brandon may now or hereafter have on account of or in any way rising out of or be connected in any way with the damage to Brandon's water line caused by Deviney during an AT&T fiber installation project on May 21, 2025 at approximately 355 Crossgates Blvd. in Brandon (hereinafter referred to as the "incident"), and any and all claims for repairs thereto.

The parties hereby released do not admit any liability whatsoever but expressly deny the same.

The consideration expressly mentioned herein is the only cause or consideration

paid or to be paid by the parties hereby released, and this is so even though more serious and permanent damages may be sustained by Brandon on account of said incident. No representations as to damages or liability have been made. No promises or inducements for this Release, not herein expressly set forth, have been made, and no such promises, or inducements are relied upon as a consideration for this Release, or otherwise, but any and all claims of whatever nature, except as herein specifically excepted, are hereby fully released, compromised and settled.

For the same consideration aforesaid, Brandon does hereby covenant that no bills or expenses of any kind or nature arising out of the aforesaid incident have not been paid.

This Release and Settlement Agreement with Covenants contains the entire agreement between the parties hereto and the terms of this Release are contractual and not merely recital. Should it develop that there are any mistakes or any omissions in this instrument which would cause the release of the parties herein released to be defective or less than complete then we, the undersigned parties, will sign any and all documents and do any and all things necessary to effectuate a full, final, and complete release of said parties.

Brandon further states that it has read the foregoing instrument; that it knows the contents hereof; and that before signing this Release the contents and meanings have been fully explained to it by its attorney; that it understands and agrees to each and every term and condition contained herein; that it signed this Release with a full understanding of its rights and consequences of entering into and signing this Release on behalf of Brandon; that the signature below be of evidence of fact that the Release was voluntarily entered into with full knowledge and understanding of consequences thereof; that it has not assigned any right released hereby arising as a result of the above-described certain alleged damage to any person or organization, private or governmental, so that Brandon retains all rights with regard to any claims, actions, expenses and/or

damages released hereby arising as a result of said damage; that the undersigned has been fully authorized by Brandon to execute this release for and on its behalf of said and as its duly authorized agent.

**CITY OF BRANDON,
A MUNICIPALITY OF THE STATE OF MISSISSIPPI**

By: _____

Butch Lee, Mayor

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the ____ day of _____, 2025, within my jurisdiction, the within named Butch Lee, who acknowledged that he is Mayor of the City of Brandon, Mississippi, a Municipal Corporation, and that for and on behalf of the said City of Brandon, Mississippi, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

REVIEWED::

MARK E. BAKER, ESQ.
Attorney for The City of Brandon, Mississippi



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
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 10/06/25 AGENDA					
UNPOSTED ADJUSTMENTS					
Account Number	Name	Address	Adjustment Description	Amount	
40617500.00 91	Rita Reed	415 West Sunset Dr Apt B13	Meter swapped with B14	\$1,974.71	
40619000.00 93	Arika Evans	415 West Sunset Dr Apt B14	Meter swapped with B13	-\$3,066.17	
61834000.00 98	Joseph Wade	5007 Glenridge Drive	Posting Error (Entered wrong Account #)	\$300.00	
61720000.00 97	Joseph Wade	5056 Country Meadows Ct.	Posting Error (Entered wrong Account #)	-\$342.80	
61870000.00 95	Tracey Thompson	6064 Rolling Meadows Circle	Broken line under house	-\$876.40	
61899000.00 94	Elisha Walker	6028 Willow Creek Drive	Broken line in/under house	-\$1,538.44	
61745000.00 96	Country Meadows MHC	5112 Meadowood Drive	Waive base charge s/h/b disconnected	-\$32.42	
10118000.00 98	Tracey Sinclair	1208 Crossview Court	Water Project	-\$269.38	
50724000.00 98	Julie Robbins	640 Trickhambridge Road	Broken line in yard	-\$174.27	
40156000.00 83	Kimerly Vaughn	411 Lake Forest Road Apt 12A	Billing Error	-\$189.99	
61012000.00 92	Lauren Floyd	425 Old Town Circle	Billing Error	-\$423.66	
20194000.00 98	Ira Burge	121 Fern Valley Road	Billing Error	-\$20.33	
40641000.00 97	VA8 Brandon LLC	408 West Sunset Bldg 6	Pmt was posted to 40641000.00 98	-\$214.45	
40641000.00 98	ERC	408 West Sunset Bldg 6	Pmt posted in error s/h/b posted to tenant 97	\$194.95	
61103000.00 90	Joseph Dickinson	939 South College Street	Billing Error	-\$96.52	
50183000.00 98	James Sorrells	151 Meadowlane	Waive NSF	-\$40.00	
61811000.00 95	Ashley Lott	5015 Woodbury Place	Broken line under house	-\$566.18	
40218000.00 97	Wendelta Inc.	607 W Government St	Waive late fee didn't receive paymode	-\$14.63	
10438800.00 97	Wendelta Inc.	2178 Hwy 18	Waive late fee didn't receive paymode	-\$56.43	
40335000.00 97	Colleen Welch	110 Switchman Hill	Waive late fees	-\$37.20	
60659000.00 97	Kevin McCarthy	301 Rollingwood Drive	Pool Fill	-\$202.20	
11194000.00 98	Jeffery Sweeney	49 Sagewood Drive	Slab Leak	-\$212.72	
20185000.00 97	CL Investments	111 Hickory Hill Place	Vacant house leak in yard	-\$99.33	
40625000.00 95	Tiffany Price	415 West Sunset Dr. Apt C21	Meter swapped w/C22	\$467.93	
40625300.00 93	Nikki Hobson	415 West Sunset Dr. Apt C22	Meter swapped w/C21	-\$467.93	
40845000.00 97	Leah McCullum	209 Legacy Drive	Pool Fill	-\$39.43	
150010600.00 98	Bernice Blakely	256 Hillcrest Place	Customer sold home in Oct 2024	-\$221.89	

DENIALS				
21134000.00 97	Steven Davis	1003 Eastwind Court	Pool Fill	Already received adjustment for Pool Fill
6113000.00 92	Jonathan Richardson	1035 College South Cove	Broken line in yard	Didn't exceed 50% of avg. Sensus didn't indicate a leak+E34



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: DINING POINDEXTER NEW PARKING LOT PROJECT
PAY REQUEST 6 FINAL & FINAL SUMMARY CHANGE ORDER

Asking for your consideration to approve the following from Hemphill Construction Company for the Dining Poindexter New Parking Lot Project. These items will finalize the project.

1. Approve the Final Summary Change Order in the amount of \$11,000.85 at an increase in the project cost and authorize the Mayor to execute the same. The Final Summary Change Order is due to final project quantities.
2. Approve Pay Request 6 FINAL, including the Final Summary Change Order, in the amount of \$22,153.19 and authorize payment of the same.

On October 7, 2024, the Board awarded the bid for the Dining Poindexter New Parking Lot Project to Hemphill Construction Company as the lowest and best bid received. The Dining Poindexter New Parking Lot Project will allow for a new parking lot to be built on the Southwest corner of 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
- Pay Request 6 FINAL & Final Summary Change Order

GL Code: 314-600-717

Funding: Senate Bill 2948

September 30, 2025

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

RE: City of Brandon
Dining/Poindexter Parking Lot
B-11025
Pay Request No. 6 (Final)

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Final Summary Change Order No. 2 and Pay Request No. 6 for construction services for the City of Brandon Dining/Poindexter Parking Lot for Hemphill Construction Co., Inc. in the total amount of **\$22,153.19**. 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 601-627-7780.

Sincerely,



Anthony Horn, P.E.
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S. (Benchmark)
File: B-11025



CONSTRUCTION CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 2
PROJECT NUMBER: B-11025
NAME OF PROJECT: Dining/Poindexter Parking Lot
OWNER: City of Brandon
CONTRACTOR: Hemphill Construction Co., Inc.

DESCRIPTION OF CHANGE

Final Summary change order to close out the contract quantities. (See Attached Breakdown)

CHANGE ORDER BREAKDOWN

ORIGINAL CONTRACT AMOUNT: \$ 336,945.00
PREVIOUS CHANGE ORDERS: \$ 13,454.54
AMOUNT THIS CHANGE ORDER: \$ 11,000.85 (INCREASE)
TOTAL CHANGE ORDER: \$ 24,455.39
ADJUSTED CONTRACT AMOUNT: \$ 361,400.39

ORIGINAL CONTRACT TIME: 60 DAYS
CONTRACT TIME ADJUSTMENT: _____ DAYS
ADJUSTED CONTRACT TIME: 60 DAYS

RECOMMENDED BY: Benchmark Engineering & Surveying, LLC

BY: J. Anthony Hough TITLE: Project Engineer DATE: 08/21/25

ACCEPTED BY: Hemphill Construction Co., Inc.

BY: Richard M. Hemphill TITLE: President DATE: 8/25/25

APPROVED BY: City of Brandon

BY: _____ TITLE: _____ DATE: _____

You are hereby authorized to make the following changes/modifications for the above referenced project once this document has been signed by all parties. It is understood and agreed that this change is subject to the terms and conditions of the original contract agreement.

OWNER: CITY OF BRANDON
CONTRACTOR: HEMPHILL CONSTRUCTION COMPANY, INC
Date: 08/20/25
CHANGE ORDER NUMBER: 2 (FINAL SUMMARY CHANGE ORDER)
PROJECT NAME: Dining/Poindexter Parking Lot

[illegible]

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H24202-06F

To
Customer:

City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Project

H24202- Dining/Poindexter Parking Lot
Brandon

Via Engineer

Benchmark Engineering & Surveying
LLC
660 Katherine Drive Suite 302
Flowood, MS 39232

Application No.

JB App #6 Final

Period From:

8/15/2025

Period To:

8/31/2025

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
1000 Municipal Drive
Brandon, MS 39042

External
Contract No.

B-11025

Application Date:

9/5/2025

Contract Date:

10/25/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$336,945.00
2. Net Change By Change Order	\$24,455.39
3. Contract Sum To Date	\$361,400.39
4. Work Completed To Date	\$361,400.39
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$361,400.39
7. Retainage	
a. Maximum Retainage is 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	\$361,400.39
9. Less Previous Certificates For Payments	\$339,247.20
10. Current Payment Due	\$22,153.19
11. Balance to Finish, Plus Retainage.	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$13,454.54	\$0.00
Total Approved this Month	\$11,000.85	\$0.00
TOTALS	\$24,455.39	\$0.00
Net Changes By Change Order	\$24,455.39	

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: Al He Date: 9/5/2025

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 5th day of September 2025

Notary Public: Wanda L. Howell

My Commission expires: June 3, 2029

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 \$22,153.19

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

ENGINEER:

By: J. Anthony Date: 9/30/2025

OWNER:

By: _____ Date: _____

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



CONTINUATION SHEET

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

Invoice # : H24202-06F

Application No. : JB App #6 Final
Application Date : 09/05/25
Period From: 08/15/25
Period To: 08/31/25
External Contract No.: B-11025

Contract : H24202- Dining/Poindexter Parking Lot Brandon

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
	MOBILIZATION	LS	1.00	\$33,000.00	\$33,000.00	1.00	0.00	1.00	\$33,000.00	\$0.00	0.00	\$33,000.00	\$0.00	100.00%
	TEMP. EROSION CONTROL INSTALLATION & MAINTENANCE	LS	1.00	\$15,000.00	\$15,000.00	1.00	0.00	1.00	\$15,000.00	\$0.00	0.00	\$15,000.00	\$0.00	100.00%
	CLEARING & GRUBBING	LS	1.00	\$19,750.00	\$19,750.00	1.00	0.00	1.00	\$19,750.00	\$0.00	0.00	\$19,750.00	\$0.00	100.00%
	REMOVAL OF CURB & GUTTER (ALL TYPES)	LF	46.00	\$20.00	\$920.00	54.00	0.00	54.00	\$1,080.00	\$0.00	0.00	\$1,080.00	\$-160.00	117.39%
	UNCLASSIFIED EXCAVATION, FM, AH	CY	410.00	\$10.50	\$4,305.00	334.90	0.00	334.90	\$3,516.45	\$0.00	0.00	\$3,516.45	\$788.55	81.68%
	EXCESS EXCAVATION, FM, AH	CY	2,068.00	\$13.50	\$27,918.00	2,135.20	0.00	2,135.20	\$28,825.20	\$0.00	0.00	\$28,825.20	\$-907.20	103.25%
	15" REINFORCED CONCRETE PIPE, CLASS III	LF	23.00	\$160.00	\$3,680.00	23.00	0.00	23.00	\$3,680.00	\$0.00	0.00	\$3,680.00	\$0.00	100.00%
	GRATE INLET (3'x3')	EA	1.00	\$7,550.00	\$7,550.00	1.00	0.00	1.00	\$7,550.00	\$0.00	0.00	\$7,550.00	\$0.00	100.00%
	CONNECTION TO EXIST. CURB INLET	EA	1.00	\$2,977.00	\$2,977.00	1.00	0.00	1.00	\$2,977.00	\$0.00	0.00	\$2,977.00	\$0.00	100.00%
	4" BITUMINOUS BASE COURSE, BB-1, TYPE 6	TON	372.00	\$135.00	\$50,220.00	379.26	0.00	379.26	\$51,200.10	\$0.00	0.00	\$51,200.10	\$-980.10	101.95%
	2" BITUMINOUS BASE COURSE, SC-1, TYPE 8	TON	186.00	\$170.00	\$31,620.00	185.56	0.00	185.56	\$31,545.20	\$0.00	0.00	\$31,545.20	\$74.80	99.76%
	CONCRETE SIDEWALK (4" THICKNESS)	SY	60.00	\$145.00	\$8,700.00	61.22	0.00	61.22	\$8,876.90	\$0.00	0.00	\$8,876.90	\$-176.90	102.03%
	TYPE 3B MODIFIED CURB & GUTTER	LF	520.00	\$40.00	\$20,800.00	569.00	0.00	569.00	\$22,760.00	\$0.00	0.00	\$22,760.00	\$-1,960.00	109.42%
	1' x 4" CONCRETE STRIP (RETAINING WALL "A")	LF	211.00	\$40.00	\$8,440.00	200.00	0.00	200.00	\$8,000.00	\$0.00	0.00	\$8,000.00	\$440.00	94.79%
	4" THERMOPLASTIC PARKING LOT STRIPE (CONTINUOUS WHITE)	LF	1,305.00	\$5.00	\$6,525.00	1,305.00	0.00	1,305.00	\$6,525.00	\$0.00	0.00	\$6,525.00	\$0.00	100.00%
	24" THERMOPLASTIC LEGEND WHITE, CROSSWALK	LF	63.00	\$30.00	\$1,890.00	63.00	0.00	63.00	\$1,890.00	\$0.00	0.00	\$1,890.00	\$0.00	100.00%
	MAINTENANCE OF TRAFFIC	LS	1.00	\$19,500.00	\$19,500.00	1.00	0.00	1.00	\$19,500.00	\$0.00	0.00	\$19,500.00	\$0.00	100.00%
	SMALL BLOCK RETAINING WALL (KEYSTONE COMPAC - STRAIGHT SPLIT	SF	1,275.00	\$53.00	\$67,575.00	1,315.00	0.00	1,315.00	\$69,695.00	\$0.00	0.00	\$69,695.00	\$-2,120.00	103.14%
	PRECAST CONCRETE WHEEL STOP	EA	8.00	\$175.00	\$1,400.00	23.00	0.00	23.00	\$4,025.00	\$0.00	0.00	\$4,025.00	\$-2,625.00	287.50%
	SOLID SOD	SY	575.00	\$9.00	\$5,175.00	950.00	0.00	950.00	\$8,550.00	\$0.00	0.00	\$8,550.00	\$-3,375.00	165.22%
CO.1	Additional Piping W/ Inlet	LS	1.00	\$13,454.54	\$13,454.54	0.00	1.00	1.00	\$0.00	\$13,454.54	0.00	\$13,454.54	\$0.00	100.00%
400000	Summary Change Order	LS	1.00	\$11,000.85	\$11,000.85	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$11,000.85	0.00%
Grand Totals					\$361,400.39				\$347,945.85	\$13,454.54	\$0.00	\$361,400.39	\$0.00	100.00%

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K41924585

PROJECT: Dining / Poindexter Parking Lot

TO (Owner)
City of Brandon
1000 Municipal Drive
Brandon MS 39042

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: October 10, 2024

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

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Brandon
1000 Municipal Drive
Brandon MS 39042

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 25 day of August, 2025.

FEDERAL INSURANCE COMPANY

Surety Company

Mary Anne Goodin

Signature of Authorized Representative

Mary Anne Goodin

Title: Attorney In Fact



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©
© 1970, THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

FORM 15-10-87 (ED. 4-77)



Power of Attorney

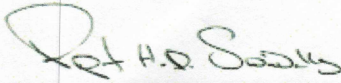
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **9th day of April 2024**.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

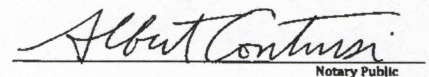
SS.

On this **9th** day of **April, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

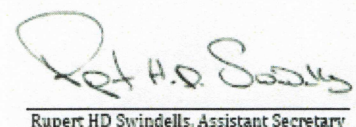
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **August 25, 2025**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Dining/Poindexter Parking Lot
Brandon

ARCHITECT'S PROJECT NUMBER: B-11025

CONTRACT FOR: General Construction

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

City of Brandon
1000 Municipal Drive
Brandon, MS 39042

CONTRACT DATED: October 25, 2024

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Rankin

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment

☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:

(Signature of authorized representative)

Andrew Heard, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

September 15, 2025

Notary Public:

Wanda L. Howell
My Commission Expires:
June 3, 2029



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G706[™] – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Dining/Poindexter Parking Lot
Brandon

ARCHITECT'S PROJECT NUMBER: B-11025

CONTRACT FOR: General Construction

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

CONTRACT DATED: October 25, 2024

SURETY ☐

OTHER ☐

STATE OF: Mississippi
COUNTY OF: Rankin

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: Final Payment of \$22,153.19 due.

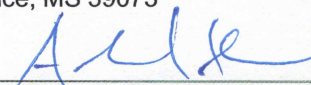
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

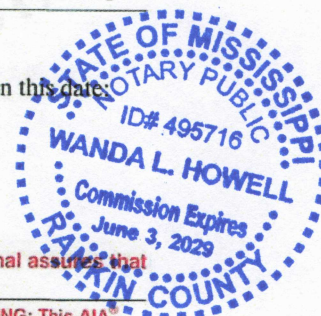
BY:


(Signature of authorized representative)

Andrew Heard, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:
September 15, 2025
Notary Public:

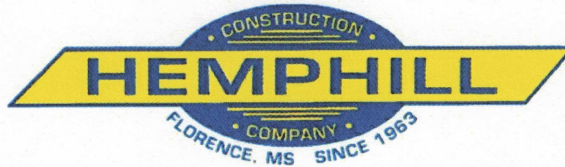
Wanda L. Howell
My Commission Expires:
June 3, 2029



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G706A[™] – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

WARRANTY

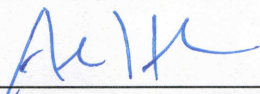
Owner: City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Contractor: Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Project: **Dining/Poindexter Parking Lot Brandon**

Completion Date: August 15, 2025

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.



Andrew Heard, Project Manager

Subscribed and sworn to me this date:

15th day of September, 2025.



Notary, Wanda L. Howell

My Commission Expires June 3, 2029.



The difficult we do immediately, the impossible takes a little longer!



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: HIGHWAY 18 DISOTELL BLVD IMPROVEMENTS PROJECT 2025
TURN LANE EXTENSION
PAY REQUEST 1

Asking for your consideration to approve Pay Request 1 in the amount of \$117,252.23 from Hemphill Construction Co., Inc. for the Highway 18 Disotell Blvd Improvements Project 2025 and authorize payment of the same.

On April 7, 2025, the Board gave permission to develop and advertise for bid the Stribling Lane Disotell Blvd Improvements Project 2025. The bid was awarded to Hemphill Construction Company on 7/7/2025 as the lowest and best bid received.

This project allowed for the lengthening of the left turn lane on Highway 18 at Disotell Blvd.

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

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Pay Request 1

GL Code: 314-600-718

Funding: HB 603



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE, PUBLIC WORKS DIRECTOR
BOARD AGENDA: OCTOBER 6, 2025
SUBJECT: HIGHWAY 18 DISOTELL BLVD IMPROVEMENTS PROJECT 2025
TURN LANE EXTENSION
PAY REQUEST 2 (FINAL) & FINAL SUMMARY CHANGE ORDER NO. 1

Consideration to approve the following from Hemphill Construction Co., Inc. for the Highway 18 Disotell Blvd Improvements Project 2025. These items will finalize the Highway 18 Disotell Blvd Improvements Project.

1. Approve the Final Summary Change Order at an increase of \$3,778.40 in the project amount and authorize the Mayor to execute the same. The Final Summary Change Order is due to the addition of geotextile fabric under crushed stone to improve separation between stone and soil.
2. Approve Pay Request 2 (Final), including the Final Summary Change Order No. 1, in the amount of \$9,971.17 and authorize payment of the same.

On April 7, 2025, the Board gave permission to develop and advertise for bid the Stribling Lane Disotell Blvd Improvements Project 2025. The bid was awarded to Hemphill Construction Company on 7/7/2025 as the lowest and best bid received.

This project allowed for the lengthening of the left turn lane on Highway 18 at Disotell Blvd.

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

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Pay Request 2 (Final) & Final Summary Change Order No. 1

GL Code: 314-600-718

Funding: HB 603

September 30, 2025

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

RE: City of Brandon
Highway 18/Disotell Boulevard Turn Lane Extension
B-11621
Pay Request No. 1

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request No. 1 for construction services for the City of Brandon Highway 18/Disotell Boulevard Turn Lane Extension in the total amount of **\$117,252.23**. We have reviewed this pay request and recommend this be submitted to the Board for their approval.

Should you have any questions or need additional information, please do not hesitate to contact our office at 601-627-7780.

Sincerely,



Anthony Horn, P.E.
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S. (Benchmark)
File: B-11621

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H25098-01

To

City of Brandon

Customer:

1000 Municipal Drive
Brandon, MS 39042

Project

H25098- Brandon, MS Hwy 18/Disotell
Blvd Turn Lane Extension

Via Engineer

Benchmark Engineering
101 Highpointe Court, Suite B
Brandon, MS 39042

Application No.

JB App #1

Period From:

9/2/2025

Period To:

9/23/2025

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
1000 Municipal Drive
Brandon, MS 39042

External

B-11621

Contract No.

Application Date:

9/23/2025

Contract Date:

7/18/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$123,445.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$123,445.00
4. Work Completed To Date	\$123,423.40
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$123,423.40
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are not furnished in lieu of Retainage.	\$0.00
c. Retainage on Work Completed to Date 5.00 %	\$6,171.17
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$6,171.17
f. Total Retainage To Be Withheld	\$6,171.17
8. Total Earned Less Retainage	\$117,252.23
9. Less Previous Certificates For Payments	\$0.00
10. Current Payment Due	\$117,252.23
11. Balance to Finish, Plus Retainage.	\$6,192.77

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	

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

CONTRACTOR:

Hemphill Construction Company, Inc.

By:



Date:

9/23/2025

State of:

Mississippi

County of:

Rankin

Subscribed and sworn to before me this

23rd

day of

September 2025

Notary Public:

Wanda L. Howell

My Commission expires:

June 3, 2029



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 **\$117,252.23**

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

ENGINEER:

By:

J. Anthony Hough

Date:

9/30/2025

OWNER:

By:

Date:

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

CONTINUATION SHEET

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

Application No. : JB App #1
Application Date : 09/23/25
Period From: 09/02/25
Period To: 09/23/25
External Contract No.: B-11621

Invoice # : H25098-01

Contract : H25098- Brandon, MS Hwy 18/Disotell Blvd Turn Lane Extension

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
1	MOBILIZATION	LS	1.00	\$18,050.00	\$18,050.00	0.00	1.00	1.00	\$0.00	\$18,050.00	0.00	\$18,050.00	\$0.00	100.00%
2	MAINTENANCE OF TRAFFIC	LS	1.00	\$20,000.00	\$20,000.00	0.00	1.00	1.00	\$0.00	\$20,000.00	0.00	\$20,000.00	\$0.00	100.00%
3	UNCLASSIFIED EXCAVATION, FM, AH	CY	100.00	\$40.00	\$4,000.00	0.00	218.00	218.00	\$0.00	\$8,720.00	0.00	\$8,720.00	\$-4,720.00	218.00%
4	SELECT BORROW, FM, AH	CY	100.00	\$50.00	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%
5	COLD MILLING OF BITUMINOUS PAVEMENT	SY	480.00	\$3.00	\$1,440.00	0.00	480.00	480.00	\$0.00	\$1,440.00	0.00	\$1,440.00	\$0.00	100.00%
6	REMOVAL OF ASPHALT PAVEMENT	SY	38.00	\$35.00	\$1,330.00	0.00	16.00	16.00	\$0.00	\$560.00	0.00	\$560.00	\$770.00	42.11%
7	SAW CUT	LF	145.00	\$15.00	\$2,175.00	0.00	106.00	106.00	\$0.00	\$1,590.00	0.00	\$1,590.00	\$585.00	73.10%
8	BITUMINOUS SURFACE COURSE (12.5MM, MT)	TON	85.00	\$210.00	\$17,850.00	0.00	106.54	106.54	\$0.00	\$22,373.40	0.00	\$22,373.40	\$-4,523.40	125.34%
9	BITUMINOUS BASE COURSE (19MM, MT)	TON	115.00	\$200.00	\$23,000.00	0.00	126.16	126.16	\$0.00	\$25,232.00	0.00	\$25,232.00	\$-2,232.00	109.70%
10	CLASS 5, GROUP C GRANULAR MATERIAL	TON	130.00	\$95.00	\$12,350.00	0.00	126.40	126.40	\$0.00	\$12,008.00	0.00	\$12,008.00	\$342.00	97.23%
11	SILT FENCE	LF	450.00	\$5.00	\$2,250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,250.00	0.00%
12	12" WATTLES	LF	200.00	\$5.00	\$1,000.00	0.00	90.00	90.00	\$0.00	\$450.00	0.00	\$450.00	\$550.00	45.00%
13	PERMANENT SEED AND MULCH	LS	1.00	\$2,000.00	\$2,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,000.00	0.00%
14	PERMANENT STRIPING	LS	1.00	\$13,000.00	\$13,000.00	0.00	1.00	1.00	\$0.00	\$13,000.00	0.00	\$13,000.00	\$0.00	100.00%
Grand Totals					\$123,445.00				\$0.00	\$123,423.40	\$0.00	\$123,423.40	\$21.60	99.98%

September 30, 2025

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

RE: City of Brandon
Highway 18/Disotell Boulevard Turn Lane Extension
B-11621
Final Summary Change Order No.1 and Pay Request No. 2 (Final)

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Final Summary Change Order No. 1 and Pay Request No. 2 (Final) for construction services for the Highway 18/Disotell Boulevard Turn Lane Extension for Hemphill Construction Co., Inc. in the total amount of **\$9,971.17**. Additional close out documents 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 601-627-7780.

Sincerely,



Anthony Horn, P.E.
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S. (Benchmark)
File: B-11621



CONSTRUCTION CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 1
PROJECT NUMBER: B-11621
NAME OF PROJECT: Highway 18/Disotell Boulevard Turn Lane Extension
OWNER: City of Brandon
CONTRACTOR: Hemphill Construction Co., Inc.

DESCRIPTION OF CHANGE

Final Summary Change Order to close out the contract quantities. (See attached Breakdown)
Addition of Geotextile fabric under crushed stone to improve separation between stone and soil.

CHANGE ORDER BREAKDOWN

ORIGINAL CONTRACT AMOUNT: \$ 123,445.00
PREVIOUS CHANGE ORDERS: \$ -
AMOUNT THIS CHANGE ORDER: \$ 3,778.40 (INCREASE)
TOTAL CHANGE ORDER: \$ 3,778.40
ADJUSTED CONTRACT AMOUNT: \$ 127,223.40

ORIGINAL CONTRACT TIME: 30 DAYS
CONTRACT TIME ADJUSTMENT: _____ DAYS
ADJUSTED CONTRACT TIME: 30 DAYS

RECOMMENDED BY: Benchmark Engineering & Surveying, LLC

BY: J. Anthony Hays TITLE: Project Engineer DATE: 9/25/2025

ACCEPTED BY: Hemphill Construction Co., Inc.

BY: Ricardo M. TITLE: President DATE: 9/30/25

APPROVED BY: City of Brandon

BY: _____ TITLE: _____ DATE: _____

You are hereby authorized to make the following changes/modifications for the above referenced project once this document has been signed by all parties. It is understood and agreed that this change is subject to the terms and conditions of the original contract agreement.

CONTRACT SUMMARY CHANGE ORDER

OWNER: CITY OF BRANDON

CONTRACTOR: HEMPHILL CONSTRUCTION COMPANY, INC

Date: 09/25/25

CHANGE ORDER NUMBER: 1 (FINAL SUMMARY CHANGE ORDER)

PROJECT NAME: Dining/Polindexter Parking Lot

[illegible]

Invoice #: H25098-02F

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

Project H25098- Brandon, MS Hwy 18/Disotell
Blvd Turn Lane Extension

Via Engineer Benchmark Engineering
101 Highpointe Court, Suite B
Brandon, MS 39042

Application No. :JB App #2

Period From: 9/23/2025

Period To: 9/25/2025

Distribution to :

☐ Owner

☐ Engineer

☐ Contractor

11

--	--

From Contracto Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

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

External B-11621

Contract No.

B-11621

Contract Date: 7/18/2025

Application Date: 9/30/2025

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: ALP Date: 9/30/2025

State of: Mississippi County of: Kankin

Subscribed and sworn to before me this 30th day of September 2025

Notary Public: Wanda A Howell

My Commission expires: June 3, 2029

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 **\$9,971.17**

(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: V. Anthony Hays Date: 9/30/2025 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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$3,778.40	\$0.00
TOTALS	\$3,778.40	\$0.00
Net Changes By Change Order	\$3,778.40	

CONTINUATION SHEET

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

Application No. : JB App #2
Application Date : 09/30/25
Period From: 09/23/25
Period To: 09/25/25
External Contract No.: B-11621

Invoice # : H25098-02F

Contract : H25098- Brandon, MS Hwy 18/Disotell Blvd Turn Lane Extension

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
1	MOBILIZATION	LS	1.00	\$18,050.00	\$18,050.00	1.00	0.00	1.00	\$18,050.00	\$0.00	0.00	\$18,050.00	\$0.00	100.00%
2	MAINTENANCE OF TRAFFIC	LS	1.00	\$20,000.00	\$20,000.00	1.00	0.00	1.00	\$20,000.00	\$0.00	0.00	\$20,000.00	\$0.00	100.00%
3	UNCLASSIFIED EXCAVATION, FM, AH	CY	100.00	\$40.00	\$4,000.00	218.00	0.00	218.00	\$8,720.00	\$0.00	0.00	\$8,720.00	\$-4,720.00	218.00%
4	SELECT BORROW, FM, AH	CY	100.00	\$50.00	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%
5	COLD MILLING OF BITUMINOUS PAVEMENT	SY	480.00	\$3.00	\$1,440.00	480.00	0.00	480.00	\$1,440.00	\$0.00	0.00	\$1,440.00	\$0.00	100.00%
6	REMOVAL OF ASPHALT PAVEMENT	SY	38.00	\$35.00	\$1,330.00	16.00	0.00	16.00	\$560.00	\$0.00	0.00	\$560.00	\$770.00	42.11%
7	SAW CUT	LF	145.00	\$15.00	\$2,175.00	106.00	0.00	106.00	\$1,590.00	\$0.00	0.00	\$1,590.00	\$585.00	73.10%
8	BITUMINOUS SURFACE COURSE (12.5MM, MT)	TON	85.00	\$210.00	\$17,850.00	106.54	0.00	106.54	\$22,373.40	\$0.00	0.00	\$22,373.40	\$-4,523.40	125.34%
9	BITUMINOUS BASE COURSE (19MM, MT)	TON	115.00	\$200.00	\$23,000.00	126.16	0.00	126.16	\$25,232.00	\$0.00	0.00	\$25,232.00	\$-2,232.00	109.70%
10	CLASS 5, GROUP C GRANULAR MATERIAL	TON	130.00	\$95.00	\$12,350.00	126.40	0.00	126.40	\$12,008.00	\$0.00	0.00	\$12,008.00	\$342.00	97.23%
11	SILT FENCE	LF	450.00	\$5.00	\$2,250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,250.00	0.00%
12	12" WATTLES	LF	200.00	\$5.00	\$1,000.00	90.00	0.00	90.00	\$450.00	\$0.00	0.00	\$450.00	\$550.00	45.00%
13	PERMANENT SEED AND MULCH	LS	1.00	\$2,000.00	\$2,000.00	0.00	1.00	1.00	\$0.00	\$2,000.00	0.00	\$2,000.00	\$0.00	100.00%
14	PERMANENT STRIPING	LS	1.00	\$13,000.00	\$13,000.00	1.00	0.00	1.00	\$13,000.00	\$0.00	0.00	\$13,000.00	\$0.00	100.00%
CO1.3	UNCLASSIFIED EXCAVATION, FM, AH	CY	118.00	\$40.00	\$4,720.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,720.00	0.00%
CO1.4	SELECT BORROW, FM, AH	CY	-100.00	\$50.00	\$-5,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$-5,000.00	0.00%
CO1.6	REMOVAL OF ASPHALT PAVEMENT	SY	-22.00	\$35.00	\$-770.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$-770.00	0.00%
CO1.7	SAW CUT	LF	-39.00	\$15.00	\$-585.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$-585.00	0.00%
CO1.8	BITUMINOUS SURFACE COURSE (12.5MM, MT)	TON	21.54	\$210.00	\$4,523.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,523.40	0.00%
CO1.9	BITUMINOUS BASE COURSE (19MM, MT)	TON	11.16	\$200.00	\$2,232.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,232.00	0.00%
CO1.10	CLASS 5, GROUP C GRANULAR MATERIAL	TON	-3.60	\$95.00	\$-342.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$-342.00	0.00%
CO1.11	SILT FENCE	LF	-450.00	\$5.00	\$-2,250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$-2,250.00	0.00%
CO1.12	12" WATTLES	LF	-110.00	\$5.00	\$-550.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$-550.00	0.00%
CO.1	GEOTEXTILE FABRIC	SY	450.00	\$4.00	\$1,800.00	0.00	450.00	450.00	\$0.00	\$1,800.00	0.00	\$1,800.00	\$0.00	100.00%
Grand Totals					\$127,223.40				\$123,423.40	\$3,800.00	\$0.00	\$127,223.40	\$0.00	100.00%

P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550



Municipal & Public Works Construction

Heavy & Highway Construction

WARRANTY

Owner: City of Brandon
1000 Municipal Drive
Brandon, MS 39042
Contractor: Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Project: **Brandon, MS-Hwy 18/Disotell Blvd Turn Lane Extension**

Completion Date: September 25, 2025

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.


Andrew Heard, Project Manager

Subscribed and sworn to me this date:

30th day of September, 2025.


Notary Public, Wanda L. Howell

My Commission Expires June 3, 2029.



The difficult we do immediately, the impossible takes a little longer!

 AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER ☐
Brandon, MS-Hwy 18/Disotell	B-11621	
Blvd Turn Lane Extension	CONTRACT FOR: General Construction	ARCHITECT ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: July 18, 2025	CONTRACTOR ☐
City of Brandon		SURETY ☐
1000 Municipal Drive		OTHER ☐
Brandon, MS 39042		

STATE OF: Mississippi
COUNTY OF: Rankin

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: Payment of \$117,252.23 for Pay Application #1 and Payment of \$9,971.17 for Pay Application #2.

SUPPORTING DOCUMENTS ATTACHED HERETO:	CONTRACTOR: <i>(Name and address)</i>
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.	Hemphill Construction Company, Inc. P.O. Drawer 879 Florence, MS 39073
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.	BY:  <i>(Signature of authorized representative)</i>

Andrew Heard, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this day of September 30, 2025
Notary Public:

Wanda L. Howell
My Commission Expires:
June 3, 2029



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original expires this 2029. Changes will not be obscured.

AIA Document G706A™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchases are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

 AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER: B-11621	OWNER ☐
Brandon, MS-Hwy 18/Disotell	CONTRACT FOR: General Construction	ARCHITECT ☐
Blvd Turn Lane Extension		CONTRACTOR ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: July 18, 2025	SURETY ☐
City of Brandon		OTHER ☐
1000 Municipal Drive		
Brandon, MS 39042		

+

STATE OF: Mississippi
COUNTY OF: Rankin

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: Payment of \$117,252.23 for Pay Application #1 and Payment of \$9,971.17 for Pay Application #2.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:



(Signature of authorized representative)
Andrew Heard, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this day of
September 30, 2025
Notary Public:

Wanda L. Howell
My Commission Expires:
June 3, 2029

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original of this document, with this text in RED, is required to be filed with the state or local filing office. Changes will not be obscured.

AIA Document G706[™] – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. **WARNING:** This document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K42069401

PROJECT: Highway 18/Disotell Boulevard Turn Lane Extension

TO (Owner)
City of Brandon
1000 Municipal Drive
Brandon MS 39042

ARCHITECT'S PROJECT NO.:
CONTRACT FOR: SAME AS ABOVE
CONTRACT DATE: July 10, 2025

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

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Brandon
1000 Municipal Drive
Brandon MS 39042

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 26 day of September, 2025.

FEDERAL INSURANCE COMPANY

Surety Company

Signature of Authorized Representative

Mary Anne Goodin

Mary Anne Goodin

Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

, CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA®
© 1970, THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

FORM 15-10-87 (ED. 4-77)

CHUBB®

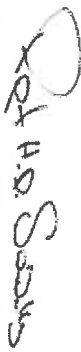
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of **April 2024**.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 9th day of **April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Conkurst
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **September 26, 2025**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@cmibb.com



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ALEX WADE
DATE: 10/03/2025
SUBJECT: KENNEDY FARM PARKWAY MULTI-USE PATH

The City's engineering firm, Benchmark Engineering & Surveying, LLC, recommends awarding the contract to Simmons Erosion Control, Inc. for the Base Bid + Alternate 1 + Alternate 3 in the total amount of \$175,693.40.

ATTACHMENTS:

1. B-10277 Kennedy Farm Pkwy MUP Bid Recommendation

October 3, 2025

Alex Wade
Public Works Director
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: City of Brandon
Kennedy Farm Parkway Multi-Use Path
Benchmark # B-10277
Bid Results

Dear Mr. Wade:

The City of Brandon received five (5) bids for the above referenced project on October 2nd, 2025, at 10:00 am. The five (5) bids were as follows:

	Satcher Construction, LLC	Thornton Construction Co., Inc.	Simmons Erosion Control, Inc	Barnett Concrete Work, LLC	Wildstone Construction Services, LLC
TOTAL BASE BID	\$ 6,000.00	\$ 14,645.00	\$ 5,150.00	\$ -	\$ 46,600.00
ALTERNATE #1	\$ 281,473.00	\$ 156,045.00	\$ 158,362.50	\$ -	\$ 229,175.00
ALTERNATE #2	\$ 267,877.00	\$ 149,607.50	\$ 129,393.75	\$ -	\$ 218,875.00
ALTERNATE #3	\$ 12,461.00	\$ 9,462.00	\$ 12,180.90	\$ -	\$ 10,602.00
TOTAL BASE BID + ALTERNATE #1	\$ 287,473.00	\$ 170,690.00	\$ 163,512.50	\$ -	\$ 275,775.00
TOTAL BASE BID + ALTERNATE #2	\$ 273,877.00	\$ 164,252.50	\$ 134,543.75	\$ -	\$ 265,475.00
TOTAL BASE BID + ALTERNATE #1 + ALTERNATE #3	\$ 299,934.00	\$ 180,152.00	\$ 175,693.40	\$ -	\$ 286,377.00
TOTAL BASE BID + ALTERNATE #2 + ALTERNATE #3	\$ 286,338.00	\$ 173,714.50	\$ 146,724.65	\$ -	\$ 276,077.00

It should be noted that one bidder, Barnett Concrete Work, LLC, submitted a partial bid. However, the bidder failed to upload the full bid packet and proposal, and therefore the submission was deemed ineligible for consideration.

The apparent low base bid for the project was submitted by **Simmons Erosion Control, Inc.** in the amount of **\$5,150.00**. Upon review of the add alternates, Simmons Erosion Control, Inc. also submitted the lowest total bid for each evaluated combination of the base bid with the add alternates, as follows:

- **Base Bid + Alternate 1: \$163,512.50**
- **Base Bid + Alternate 2: \$134,543.75**
- **Base Bid + Alternates 1 & 3: \$175,693.40**
- **Base Bid + Alternates 2 & 3: \$146,724.65**

After reviewing and evaluating the bids and bid packets, we have found no irregularities in the apparent low bid that would be of concern. Based on this review, it is our recommendation that the contract be awarded to **Simmons Erosion Control, Inc.**

The difference between **Alternate 1** and **Alternate 2** is that Alternate 1 provides **reinforced concrete sidewalk**, while Alternate 2 provides **non-reinforced concrete sidewalk**. The cost to include reinforcement is only **\$28,968.75** more, and therefore we recommend acceptance of **Alternate 1**. In addition, **Add Alternate 3**, which provides for the construction of two concrete driveway aprons at a cost of **\$12,180.90**, should also be included in the project.

Accordingly, it is our recommendation to award the contract to **Simmons Erosion Control, Inc.** for the **Base Bid + Alternate 1 + Alternate 3** in the total amount of **\$175,693.40**.

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-10277
Matthew Miller, PLS, PE



PROJECT: Kennedy Farm Parkway Multi-Use Path
PROJECT NO.: B-10277
OWNER: City of Brandon
BID DATE: 10/2/2025

ITEM NO.	DESCRIPTION	QTY.	UNIT	Satcher Construction, LLC		Thornton Construction Co., Inc.		Simmons Erosion Control, Inc		Barnett Concrete Work, LLC		Wildstone Construction Services, LLC	
				UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL
1	MOBILIZATION	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 12,645.00	\$ 12,645.00	\$ 4,650.00	\$ 4,650.00		\$ -	\$ 45,000.00	\$ 45,000.00
2	TRUNCATED DOME ADA DETECTABLE WARNING PAD	20	SF	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 25.00	\$ 500.00		\$ -	\$ 80.00	\$ 1,600.00
	ADD ALTERNATE #1												
A1-3	4" CONCRETE MULTI-USE PATH WITH REINFORCEMENT	2,575	SY	\$ 109.31	\$ 281,473.00	\$ 60.60	\$ 156,045.00	\$ 61.50	\$ 158,362.50		\$ -	\$ 89.00	\$ 229,175.00
	ADD ALTERNATE #2												
A2-3	4" NON-REINFORCED CONCRETE MULTI-USE PATH	2,575	SY	\$ 104.03	\$ 267,877.00	\$ 58.10	\$ 149,607.50	\$ 50.25	\$ 129,393.75		\$ -	\$ 85.00	\$ 218,875.00
	ADD ALTERNATE #3												
A3-4	REINFORCED CONCRETE DRIVEWAY	114	SY	\$ 109.31	\$ 12,461.00	\$ 83.00	\$ 9,462.00	\$ 106.85	\$ 12,180.90		\$ -	\$ 93.00	\$ 10,602.00
TOTAL BASE BID					\$ 6,000.00		\$ 14,645.00		\$ 5,150.00		\$ -		\$ 46,600.00
ALTERNATE #1					\$ 281,473.00		\$ 156,045.00		\$ 158,362.50		\$ -		\$ 229,175.00
ALTERNATE #2					\$ 267,877.00		\$ 149,607.50		\$ 129,393.75		\$ -		\$ 218,875.00
ALTERNATE #3					\$ 12,461.00		\$ 9,462.00		\$ 12,180.90		\$ -		\$ 10,602.00
TOTAL BASE BID + ALTERNATE #1					\$ 287,473.00		\$ 170,690.00		\$ 163,512.50		\$ -		\$ 275,775.00
TOTAL BASE BID + ALTERNATE #2					\$ 273,877.00		\$ 164,252.50		\$ 134,543.75		\$ -		\$ 265,475.00
TOTAL BASE BID + ALTERNATE #1 + ALTERNATE #3					\$ 299,934.00		\$ 180,152.00		\$ 175,693.40		\$ -		\$ 286,377.00
TOTAL BASE BID + ALTERNATE #2 + ALTERNATE #3					\$ 286,338.00		\$ 173,714.50		\$ 146,724.65		\$ -		\$ 276,077.00

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

SIGNED: J. Anthony Horn
PRINT: Anthony Horn, P.E.
DATE: 10/2/2025

September 8, 2025

Honorable Butch Lee, Mayor
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Dear Mayor Lee,

We appreciate the opportunity to assist and support Brandon's Community Development Department in its upcoming zoning planning and zoning related work. Based on our conversations over the last several weeks, this letter will outline proposed planning services as we have discussed. Work task items are identified as follows:

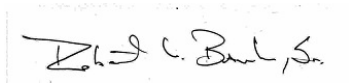
1. Acting as a support resource to the Community Development Department, review, collaborate, and make findings and recommendations regarding proposed zoning code revisions.
2. Conduct any necessary research or background studies needed to support Task 1.
3. Conduct additional planning services as needed and mutually agreed.
4. Provide on-call support as needed in matters of ordinance interpretation, development review, administration or other planning matters as initiated by the planning director.

As stated in our prior on-call agreements, services would be conducted under the following standard terms:

1. The term of the agreement shall be from the date of execution until such time as the services are no longer needed or the agreement terminated. Either party may terminate this agreement without cause at any time upon ten days prior written notice to the other party but shall not affect liability for time and expenses accrued through the date of termination.
1. Orion Planning + Design at all times during the term of this agreement shall act as an independent contractor of the City of Brandon and not an employee.
2. This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
3. Services would be conducted at the rates of \$125 and \$195 hourly for an Orion Associate or myself as partner respectively.
4. Expenses for required travel shall be reimbursed at cost except for mileage which shall be reimbursed at the then effective rate established by the IRS.
5. This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to proposed services.
6. The agreement may be amended by mutual agreement and executed by both parties in writing.

Thank you. Mayor. We appreciate the opportunity to continue to serve your great city. .

Sincerely,



Robert L. Barber, FAICP

c. Joey Barnette, Community Development Director

RLB:bb



MEMORANDUM

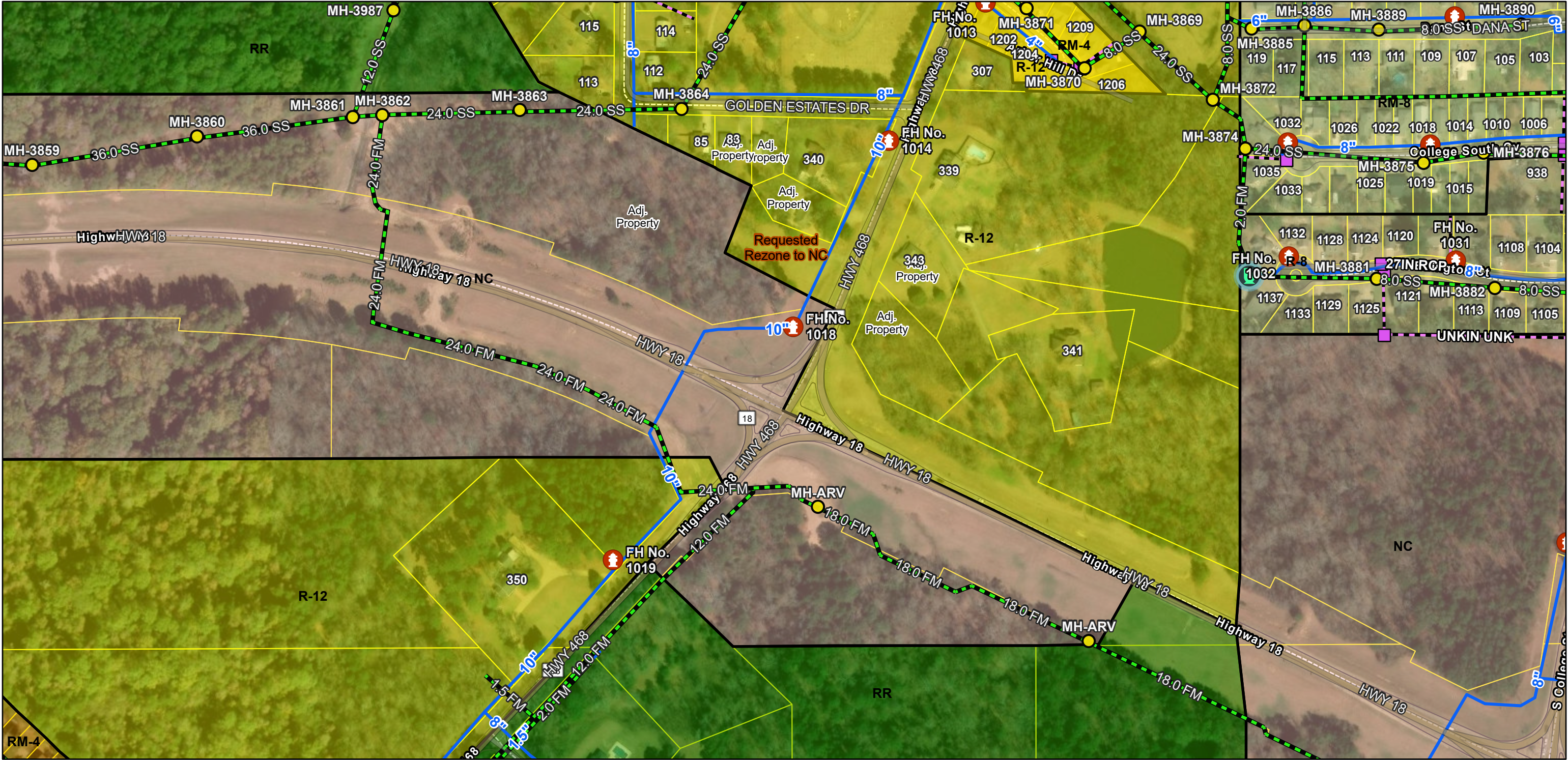
TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: RANDY BARNES
DATE: 10/02/2025
SUBJECT: SET FOR A PUBLIC HEARING DURING THE REGULAR BOARD

Consideration to rezone existing property zoned R12 – Suburban Neighborhood to NC - Neighborhood Center for Merle Jones East Estate on 344 Hwy 468 (Parcel # 18B-5 PPIN # 31579). The applicant has requested the rezoning of the parcel to be more in line with the remaining property to the East zoned NC Neighborhood Center currently under contract for future development. Rezoning to allow property to be utilized as an entrance for future development.

ATTACHMENTS:

1. Case # 25-033 Case Map

Case # 25-033 Rezoning map

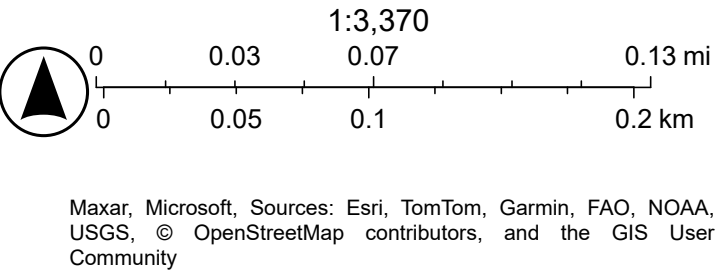


9/18/2025, 9:37:33 AM

- | | |
|--|---|
|  Sewer Lift Stations |  Storm Drain Pipe view |
|  Sewer Manholes view |  2024_Zoning |
|  Sewer Lines view |  RR: Rural Neighborhood |
|  Fire_Hydrant view |  R-12: Suburban Neighborhood |
|  Water Lines view |  R-8: Suburban Medium Density Neighborhood |
|  Storm Drain Inlets view |  RM-8: Suburban Mixed Neighborhood |
| |  RM-4: Townhouse and Zero Lot Line Residential |

- | |
|---|
|  NC: Neighborhood Center |
|  2025 Parcel COB |
|  Addresses_2025 |
|  Streets_2025 |
|  2021 Edge of Pavement |
|  2021 City Limits |

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 60cm Resolution Metadata





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JOEY BARNETTE
DATE: 10/02/2025
SUBJECT: CONFERENCE ATTENDANCE – DEEP SOUTH PLANNING (APA)

The Department of Community Development respectfully requests approval for Joey Barnette and Randy Barnes to attend the **Deep South Planning Conference, hosted by the Mississippi and Alabama Chapters of the American Planning Association**, scheduled for October 28-30, 2025, at the Trent Lott National Center in Hattiesburg, Mississippi.

This annual joint conference provides professional training and continuing education opportunities in planning, zoning, and community development practices. Attendance will allow staff to gain updated knowledge in areas directly relevant to their duties, including subdivision regulations, comprehensive planning, and best practices in municipal development.

The estimated cost for registration and lodging is \$985.26, plus applicable per diem and mileage reimbursement in accordance with City policy. Department funds are available to cover this training.

Requested Action: Approve Joey Barnette and Randy Barnes to attend the 2025 Deep South Planning Conference as outlined.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JOEY BARNETTE
DATE: 10/03/2025
SUBJECT: CONSIDERATION OF ACCEPTANCE OF FINAL PLAT FOR HYDE

The Board of Aldermen is asked to consider acceptance of the Final Plat for Hyde Park, Phase 2 subdivision.

Staff notes that the covenants are substantially similar to Phase 1 and incorporate the required BTR language, MSDH approval has been received, and LOC calculations have been submitted. With those matters addressed, Staff recommends approval contingent upon the following conditions:

- Submission and approval of all required Letters of Credit, in form and amounts acceptable to the City of Brandon, as determined by Public Works and the City Attorney.
- Execution and approval of a Warranty Letter
- Installation of all neighborhood signage in accordance with City of Brandon specifications and Public Works requirements, including the correct poles and sign materials. No substitutions shall be accepted without prior approval of Public Works.
- Resolution of any outstanding Public Works comments prior to acceptance.
- Execution and recordation of subdivision restrictive covenants, in a form approved by the City Attorney, concurrent with recordation of the Final Plat.

Staff finds that these conditions are necessary to ensure that public improvements are properly installed and guaranteed, and that the subdivision is consistent with applicable City of Brandon requirements.

ATTACHMENTS:

1. Hyde Park Phase 2 - Final Plat
2. Hyde Park Phase 2_As-Builts
3. Hyde Park COVENANTS PHASE 2
4. Hyde Park Covenants - PHASE 1
5. 8261-Draft Exhibit for Letter of Credit Calcs - PHASE 2

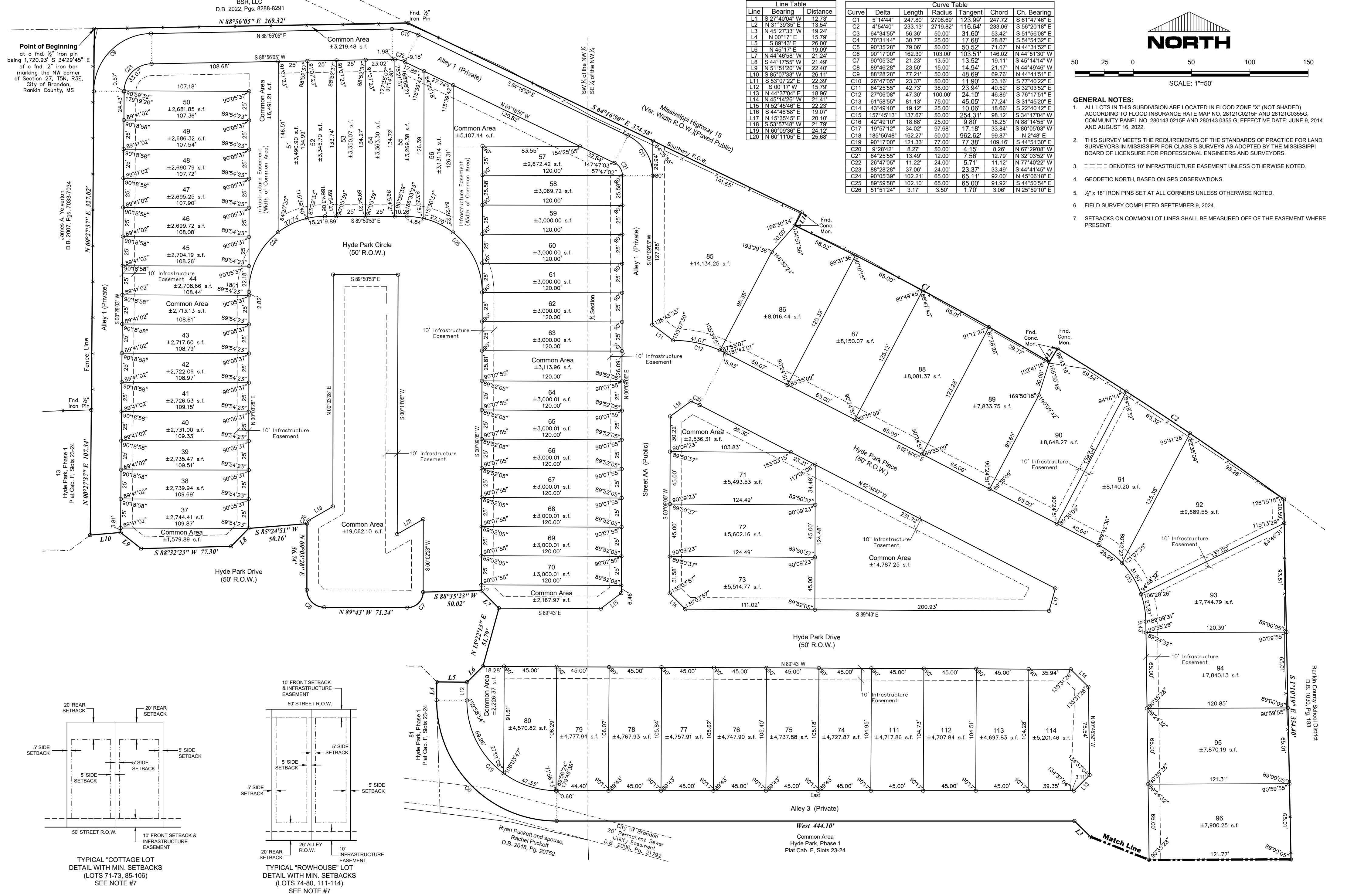
6. B-8261_Hyde Park_Phase 2_Draft Letter of Credit Calculations
7. MDEQ Final Approval
8. Hyde Park Street Sign
9. Sign Spec 1
10. Sign Spec 2
11. Sign Spec 3
12. Sign Spec 4

HYDE PARK, PHASE 2

Situated in the SW ¼ of the NW ¼ and the SE ¼ of the NW ¼ of Section 27, T5N, R3E, City of Brandon, Rankin County, Mississippi

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

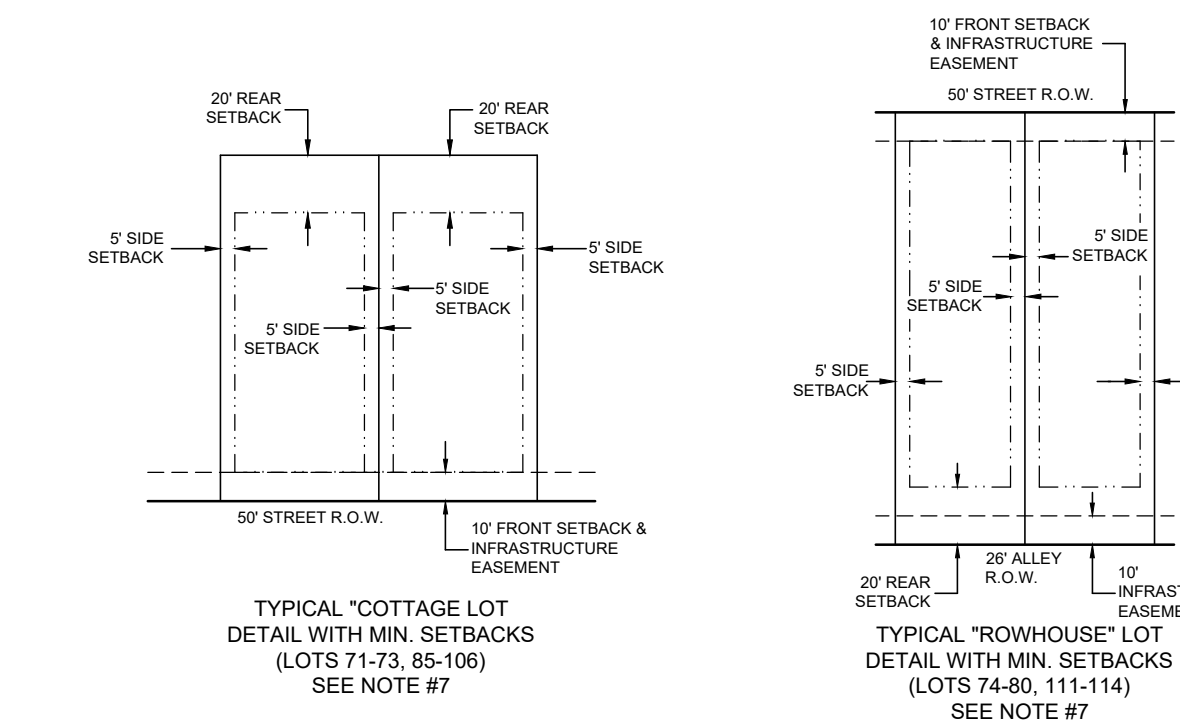
NORTH



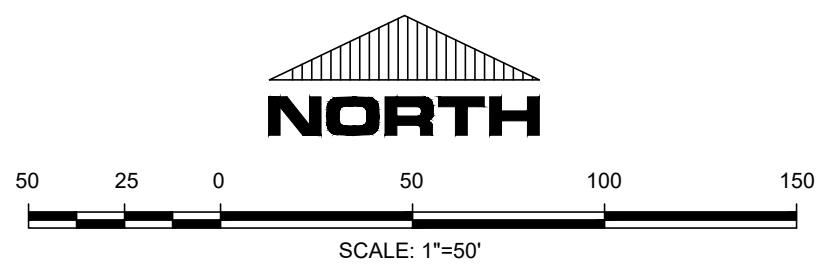
Line	Bearing	Distance
L1	S 27°40'04" W	12.73'
L2	N 31°39'35" E	13.54'
L3	N 45°27'33" W	19.24'
L4	N 00°17' E	15.79'
L5	S 89°43' E	26.00'
L6	N 45°17' E	19.09'
L7	N 44°46'58" W	21.24'
L8	S 44°17'55" W	21.49'
L9	N 51°51'20" W	22.40'
L10	S 85°07'33" W	26.11'
L11	S 53°07'22" E	22.39'
L12	S 00°17' W	15.79'
L13	N 44°37'04" E	18.96'
L14	N 45°14'26" W	21.41'
L15	N 52°45'46" E	22.23'
L16	S 44°46'58" E	19.07'
L17	N 15°35'45" E	20.10'
L18	S 53°57'48" W	21.79'
L19	N 60°09'36" E	24.12'
L20	N 60°11'05" E	25.68'

Curve	Delta	Length	Radius	Tangent	Chord	Ch. Bearing
C1	5°14'44"	247.80'	2706.69'	123.99'	247.72'	S 61°47'46" E
C2	4°54'40"	233.13'	2719.82'	116.64'	233.06'	S 56°20'18" E
C3	64°34'55"	56.36'	50.00'	31.60'	53.42'	S 51°56'08" E
C4	70°31'44"	30.77'	25.00'	17.68'	28.87'	S 54°54'32" E
C5	90°35'28"	79.06'	50.00'	50.52'	71.07'	N 44°31'52" E
C6	90°17'00"	162.30'	103.00'	103.51'	146.02'	N 44°51'30" W
C7	90°05'32"	21.23'	13.50'	13.52'	19.11'	S 45°14'14" W
C8	89°46'28"	23.50'	15.00'	14.94'	21.17'	N 44°49'46" W
C9	88°28'28"	77.21'	50.00'	48.69'	69.76'	N 44°41'51" E
C10	26°47'05"	23.37'	50.00'	11.90'	23.16'	S 77°40'22" E
C11	64°25'55"	42.73'	38.00'	23.94'	40.52'	S 32°03'52" E
C12	27°06'08"	47.30'	100.00'	24.10'	46.86'	S 76°17'51" E
C13	61°58'55"	81.13'	75.00'	45.05'	77.24'	S 31°45'20" E
C14	43°49'40"	19.12'	25.00'	10.06'	18.66'	S 22°40'42" E
C15	157°45'13"	137.67'	50.00'	254.31'	98.12'	S 34°17'04" W
C16	42°49'10"	18.68'	25.00'	9.80'	18.25'	N 88°14'55" W
C17	19°57'12"	34.02'	97.68'	17.18'	33.84'	S 80°05'03" W
C18	185°56'48"	162.27'	50.00'	962.62'	99.87'	N 2°48' E
C19	90°17'00"	121.33'	77.00'	77.38'	109.16'	S 44°51'30" E
C20	9°28'42"	8.27'	50.00'	4.15'	8.26'	N 67°29'08" W
C21	64°25'55"	13.49'	12.00'	4.56'	12.79'	N 32°03'52" W
C22	26°47'05"	11.22'	24.00'	5.71'	11.12'	N 77°40'22" W
C23	88°28'28"	37.06'	24.00'	23.37'	33.49'	S 44°41'45" E
C24	90°05'39"	102.21'	65.00'	65.11'	92.00'	N 45°06'18" E
C25	89°59'58"	102.10'	65.00'	65.00'	91.92'	S 44°50'54" E
C26	51°51'24"	3.17'	3.50'	1.70'	3.06'	N 25°59'10" E

- GENERAL NOTES:**
- ALL LOTS IN THIS SUBDIVISION ARE LOCATED IN FLOOD ZONE "X" (NOT SHADED) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 28121C0215F AND 28121C0355G, COMMUNITY PANEL NO. 280143 0215F AND 280143 0355 G, EFFECTIVE DATE: JUNE 9, 2014 AND AUGUST 16, 2022.
 - THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN MISSISSIPPI FOR CLASS B SURVEYS AS ADOPTED BY THE MISSISSIPPI BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
 - DENOTES 10' INFRASTRUCTURE EASEMENT UNLESS OTHERWISE NOTED.
 - GEODEIC NORTH, BASED ON GPS OBSERVATIONS.
 - ½" x 18" IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - FIELD SURVEY COMPLETED SEPTEMBER 9, 2024.
 - SETBACKS ON COMMON LOT LINES SHALL BE MEASURED OFF OF THE EASEMENT WHERE PRESENT.

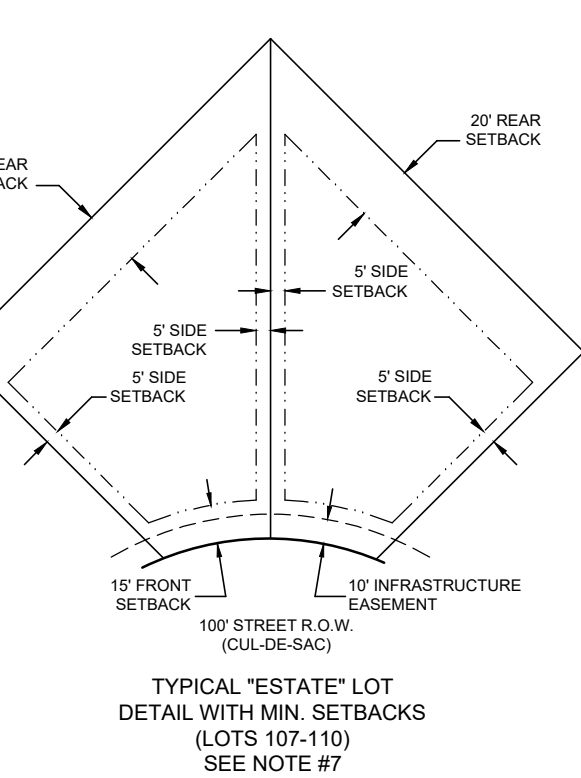
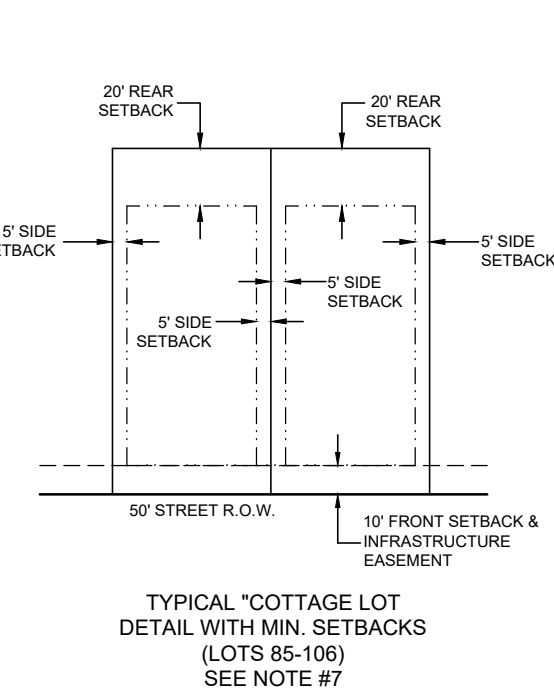
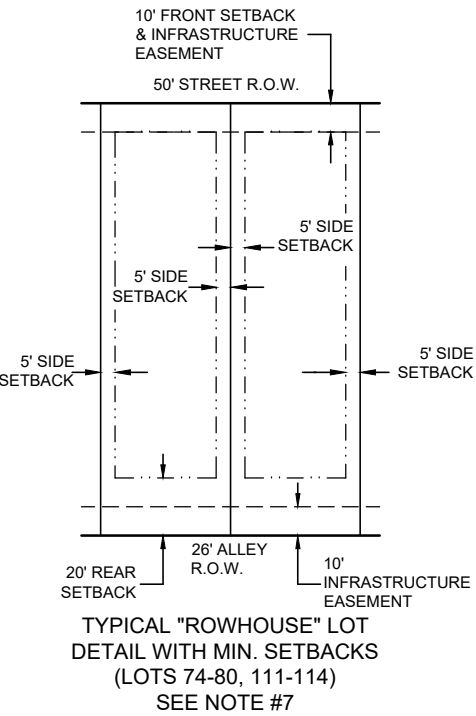
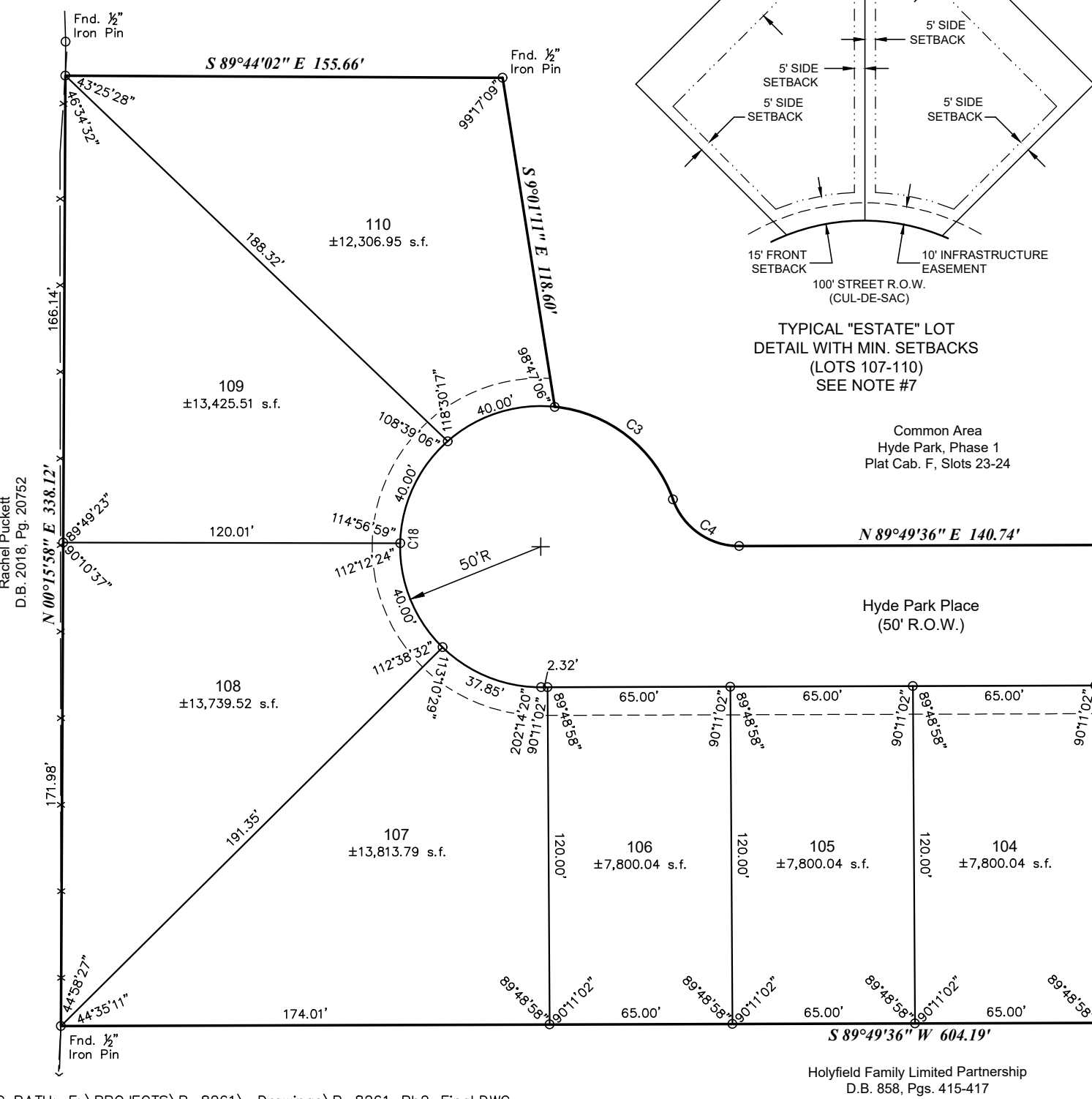
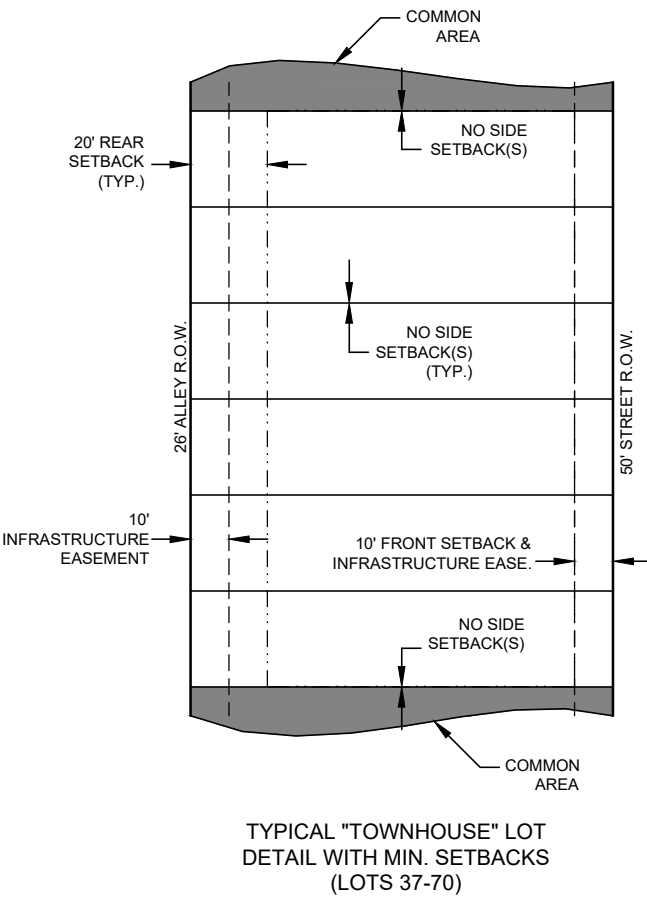


PLAT CABINET ____ , SLOT ____



GENERAL NOTES:

- ALL LOTS IN THIS SUBDIVISION ARE LOCATED IN FLOOD ZONE "X" (NOT SHADED) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 28121C0215F AND 28121C0355G, COMMUNITY PANEL NO. 280143 0215F AND 280143 0355 G, EFFECTIVE DATE: JUNE 9, 2014 AND AUGUST 16, 2022.
- THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN MISSISSIPPI FOR CLASS B SURVEYS AS ADOPTED BY THE MISSISSIPPI BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
- DENOTES 10' INFRASTRUCTURE EASEMENT UNLESS OTHERWISE NOTED.
- GEODETIC NORTH, BASED ON GPS OBSERVATIONS.
- ½" x 18" IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- FIELD SURVEY COMPLETED SEPTEMBER 9, 2024.
- SETBACKS ON COMMON LOT LINES SHALL BE MEASURED OFF OF THE EASEMENT WHERE PRESENT.



Line Table		
Line	Bearing	Distance
L1	S 27°40'04" W	12.73'
L2	N 31°39'35" E	13.54'
L3	N 45°27'33" W	19.24'
L4	N 00°17' E	15.79'
L5	S 89°43' E	26.00'
L6	N 45°17' E	19.09'
L7	N 44°46'58" W	21.24'
L8	S 44°17'55" W	21.49'
L9	N 51°51'20" W	22.40'
L10	S 85°07'33" W	26.11'
L11	S 53°07'22" E	22.39'
L12	S 00°17' W	15.79'
L13	N 44°37'04" E	18.96'
L14	N 45°14'28" W	21.41'
L15	N 52°45'46" E	22.23'
L16	S 44°46'58" E	19.07'
L17	N 15°35'45" E	20.10'
L18	S 53°57'48" W	21.79'
L19	N 80°09'36" E	24.12'
L20	N 60°11'05" E	25.68'

Curve Table						
Curve	Delta	Length	Radius	Tangent	Chord	Ch. Bearing
C1	5°14'44"	247.80'	2706.69'	123.99'	247.72'	S 61°47'46" E
C2	4°54'40"	233.13'	2719.82'	116.64'	233.06'	S 56°20'18" E
C3	64°34'55"	56.36'	50.00'	31.60'	53.42'	S 51°56'08" E
C4	70°31'44"	30.77'	25.00'	17.68'	28.87'	S 54°54'32" E
C5	90°35'28"	79.06'	50.00'	50.52'	71.07'	N 44°31'52" E
C6	90°17'	162.30'	103.00'	103.51'	146.02'	N 44°51'30" W
C7	90°05'32"	21.23'	13.50'	13.52'	19.11'	S 45°14'14" W
C8	89°46'28"	23.50'	15.00'	14.94'	21.17'	N 44°49'46" W
C9	88°28'28"	77.21'	50.00'	48.69'	69.76'	N 44°41'51" E
C10	26°47'05"	23.37'	50.00'	11.90'	23.16'	S 77°40'22" E
C11	64°25'55"	42.73'	38.00'	23.94'	40.52'	S 32°03'52" E
C12	27°06'08"	47.30'	100.00'	24.10'	46.86'	S 76°17'51" E
C13	61°58'55"	81.13'	75.00'	45.05'	77.24'	S 31°45'20" E
C14	43°49'40"	19.12'	25.00'	10.06'	18.66'	S 22°40'42" E
C15	157°45'13"	137.67'	50.00'	254.31'	98.12'	S 34°17'04" W
C16	42°49'10"	18.68'	25.00'	9.80'	18.25'	N 88°14'55" W
C17	19°57'12"	34.02'	97.68'	17.18'	33.84'	S 80°05'03" W
C18	185°56'48"	162.27'	50.00'	962.62'	99.87'	N 2°48' E
C19	90°17'	121.33'	77.00'	77.38'	109.16'	S 44°51'30" E
C20	9°28'42"	8.27'	50.00'	4.15'	8.26'	N 67°29'08" W
C21	64°25'55"	13.48'	12.00'	7.56'	12.78'	N 32°03'52" W
C22	26°47'05"	11.22'	24.00'	5.71'	11.12'	N 77°40'22" W
C23	88°28'28"	37.06'	24.00'	23.37'	33.49'	S 44°41'45" W
C24	90°05'39"	102.21'	65.00'	65.11'	92.00'	N 45°06'18" E
C25	89°59'58"	102.10'	65.00'	65.00'	91.92'	S 44°50'54" E
C26	51°51'24"	3.17'	3.50'	1.70'	3.06'	N 25°59'10" E

CERTIFICATE OF OWNERSHIP - COUNTY OF RANKIN - STATE OF MISSISSIPPI

Heartland Development Company, LLC, the undersigned owner, does hereby certify that Heartland Development Company, LLC is the owner of the land described in the foregoing Certificate of Michael R. Love, Professional Surveyor, that Heartland Development Company, LLC has caused the same to be subdivided and platted as shown hereon and Heartland Development Company, LLC has designated the same as HYDE PARK, PHASE 2, and in conjunction therewith hereby dedicate the street right of ways, roadway, easements, sanitary sewer and water systems to the City of Brandon, Mississippi as shown hereon for public use forever.

WITNESS MY SIGNATURE, this the ____ day of ____, 2025.

Edwin Sallis, Vice President
Heartland Development Company, LLC

APPROVAL OF THE CITY OF BRANDON - COUNTY OF RANKIN - STATE OF MISSISSIPPI

I hereby certify that this plat was approved and accepted by the Mayor and Board of Aldermen in session on this the ____ day of ____, 2025.

WITNESS OUR SIGNATURES, this the ____ day of ____, 2025.

Butch Lee
Mayor

City Clerk

ACKNOWLEDGEMENT - COUNTY OF RANKIN - STATE OF MISSISSIPPI

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Edwin Sallis, Vice President of Heartland Development Company, LLC, the Owner, who acknowledged to me that, after first having been authorized so to do, he signed and delivered this Plat and Certificate thereon on behalf of Heartland Development Company, LLC on the day and year herein mentioned.

GIVEN UNDER MY HAND AND SEAL of office on this the ____ day of ____, 2025.

Notary Public: _____

My Commission Expires: _____

ACKNOWLEDGEMENT - COUNTY OF RANKIN - STATE OF MISSISSIPPI

PERSONALLY APPEARED BEFORE ME, the within named MICHAEL R. LOVE, Professional Surveyor, who acknowledged to me that he signed and delivered this Plat and Certificate thereon on the day and year herein mentioned.

GIVEN UNDER MY HAND AND SEAL of office on this the ____ day of ____, 2025.

Notary Public: _____

My Commission Expires: _____

FILING AND RECORDATION - COUNTY OF RANKIN - STATE OF MISSISSIPPI

I, Mark S. Scarborough, Clerk of the Chancery Court in and for the said County and State, do hereby certify that the plat of HYDE PARK, PHASE 2, was filed for record in my office on this the ____ day of ____, 2025, and was duly recorded in Plat Cabinet ____ at Slots ____ of the records of maps and plats of land of Rankin County, Mississippi.

GIVEN UNDER MY HAND AND SEAL of office on this the ____ day of ____, 2025.

Mark S. Scarborough
Chancery Clerk



SURVEYOR'S CERTIFICATE - COUNTY OF RANKIN - STATE OF MISSISSIPPI

I, Michael R. Love, Professional Surveyor, do hereby certify that at the request of Heartland Development Company, LLC, the Owner, I have subdivided and platted the following described land situated in the Southwest ¼ of the Northwest ¼ and the Southeast ¼ of the Northwest ¼ of Section 27, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Beginning at a found ½ inch iron pin marking the Northeast corner of the Yelverton property as recorded in Deed Book 2007, Pages 7033-7034 in the Office of the Chancery Clerk of Rankin County and being 1,720.93 feet, South 34 degrees 29 minutes 45 seconds East of a found 2 inch iron bar marking the Northwest corner of said Section 27; run thence

North 88 degrees 56 minutes 05 seconds East along the South line of the BSR, LLC property as recorded in Deed Book 2022, Pages 8288-8291 in the Office of the Chancery Clerk of Rankin County to a found ½ inch iron pin marking the Southerly right of way of Mississippi Highway 18; thence

Continue Southerly along said Southerly right of way of Mississippi Highway 18 as follows:

South 64 degrees 16 minutes 50 seconds East for a distance of 374.58 feet to a found concrete monument; thence

South 27 degrees 40 minutes 04 seconds West for a distance of 12.73 feet to a found concrete monument; thence

Southeasterly along the arc of a curve to the right for a distance of 247.80 feet, said curve having a radius of 2,706.69 feet, and a deflection angle of 5 degrees 14 minutes 44 seconds, (chord bearing and distance, South 61 degrees 47 minutes 46 seconds East, 247.72 feet) to a found concrete monument; thence

North 31 degrees 39 minutes 35 seconds East for a distance of 13.54 feet to a found concrete monument; thence

Southeasterly along the arc of a curve to the right for a distance of 233.13 feet, said curve having a radius of 2,719.82 feet, and a deflection angle of 4 degrees 54 minutes 40 seconds, (chord bearing and distance, South 56 degrees 20 minutes 18 seconds East, 233.06 feet) to a found ½ inch iron pin marking the Northwest corner of the Rankin County School District property as recorded in Deed Book 1030, Page 183 in the Office of the Chancery Clerk of Rankin County; thence

Leaving said Southerly right of way of Mississippi Highway 18; run thence

South 1 degree 10 minutes 19 seconds East along the West line of said Rankin County School District property and a fence, more or less, for a distance of 354.40 feet to a found ½ inch iron pin at a fence corner; thence

South 00 degrees 21 minutes 26 seconds East along the West line of said Rankin County School District property and a fence, more or less, for a distance of 64 degrees 34 minutes 55 seconds, (chord bearing and distance, South 51 degrees 56 minutes 08 seconds East, 53.42 feet) to a set ½ inch iron pin; thence

South 89 degrees 49 minutes 36 seconds West along said North line of the Holyfield Family Limited Partnership property for a distance of 604.19 feet to a found ½ inch iron pin marking the East line of the Puckett property as recorded in Deed Book 2018, Page 20752 in the Office of the Chancery Clerk of Rankin County; thence

North 00 degrees 15 minutes 58 seconds East along said East line of the Puckett property and a fence, more or less, for a distance of 338.12 feet to a set ½ inch iron pin; thence

South 89 degrees 44 minutes 02 seconds East for a distance of 155.66 feet to a found ½ inch iron pin; thence

South 9 degrees 01 minute 11 seconds East for a distance of 118.60 feet to a set ½ inch iron pin; thence

Southeasterly along the arc of a curve to the right for a distance of 56.36 feet, said curve having a radius of 50.00 feet, and a deflection angle of 64 degrees 34 minutes 55 seconds, (chord bearing and distance, South 51 degrees 56 minutes 08 seconds East, 53.42 feet) to a set ½ inch iron pin; thence

Southeasterly along the arc of a curve to the left for a distance of 30.77 feet, said curve having a radius of 25.00 feet, and a deflection angle of 70 degrees 31 minutes 44 seconds, (chord bearing and distance, South 54 degrees 54 minutes 32 seconds East, 28.87 feet) to a set ½ inch iron pin; thence

North 89 degrees 49 minutes 36 seconds East for a distance of 140.74 feet to a set ½ inch iron pin; thence

Northeasterly along the arc of a curve to the left for a distance of 79.06 feet, said curve having a radius of 50.00 feet, and a deflection angle of 90 degrees 35 minutes 28 seconds, (chord bearing and distance, North 44 degrees 31 minutes 52 seconds East, 71.07 feet) to a set ½ inch iron pin; thence

North 00 degrees 45 minutes 52 seconds West for a distance of 259.51 feet to a set ½ inch iron pin; thence

North 45 degrees 27 minutes 33 seconds West for a distance of 19.24 feet to a set ½ inch iron pin; thence

West for a distance of 444.10 feet to a set ½ inch iron pin; thence

Northwesterly along the arc of a curve to the right for a distance of 162.30 feet, said curve having a radius of 103.00 feet, and a deflection angle of 90 degrees 17 minutes 00 seconds, (chord bearing and distance, North 44 degrees 51 minutes 30 seconds West, 146.02 feet) to a set ½ inch iron pin; thence

North 00 degrees 17 minutes 00 seconds East for a distance of 15.79 feet to a set ½ inch iron pin; thence

South 89 degrees 43 minutes 00 seconds East for a distance of 26.00 feet to a set ½ inch iron pin; thence

North 45 degrees 17 minutes 00 seconds East for a distance of 19.09 feet to a set ½ inch iron pin; thence

North 15 degrees 22 minutes 13 seconds East for a distance of 51.79 feet to a set ½ inch iron pin; thence

North 44 degrees 46 minutes 58 seconds West for a distance of 21.24 feet to a set ½ inch iron pin; thence

South 88 degrees 35 minutes 23 seconds West for a distance of 50.02 feet to a set ½ inch iron pin; thence

Southwesterly along the arc of a curve to the right for a distance of 21.23 feet, said curve having a radius of 13.50 feet, and a deflection angle of 90 degrees 05 minutes 32 seconds, (chord bearing and distance, South 45 degrees 14 minutes 14 seconds West, 19.11 feet) to a set ½ inch iron pin; thence

North 89 degrees 43 minutes 00 seconds West for a distance of 71.24 feet to a set ½ inch iron pin; thence

Northwesterly along the arc of a curve to the right for a distance of 23.50 feet, said curve having a radius of 15.00 feet, and a deflection angle of 89 degrees 46 minutes 28 seconds, (chord bearing and distance, North 44 degrees 49 minutes 46 seconds West, 21.17 feet) to a set ½ inch iron pin; thence

North 00 degrees 03 minutes 28 seconds East for a distance of 56.74 feet to a set ½ inch iron pin; thence

South 85 degrees 24 minutes 51 seconds West for a distance of 50.16 feet to a set ½ inch iron pin; thence

South 44 degrees 17 minutes 55 seconds West for a distance of 21.49 feet to a set ½ inch iron pin; thence

South 88 degrees 32 minutes 23 seconds West for a distance of 77.30 feet to a set ½ inch iron pin; thence

North 51 degrees 51 minutes 20 seconds West for a distance of 22.40 feet to a set ½ inch iron pin; thence

South 85 degrees 07 minutes 33 seconds West for a distance of 26.11 feet to a set ½ inch iron pin; thence

North 00 degrees 27 minutes 37 seconds East for a distance of 107.34 feet to a found ½ inch iron pin marking the Southeast corner of said Yelverton property; thence

North 00 degrees 27 minutes 37 seconds East along the East line of said Yelverton property for a distance of 327.02 feet to the **Point of Beginning**, containing **15.43 acres**, more or less.

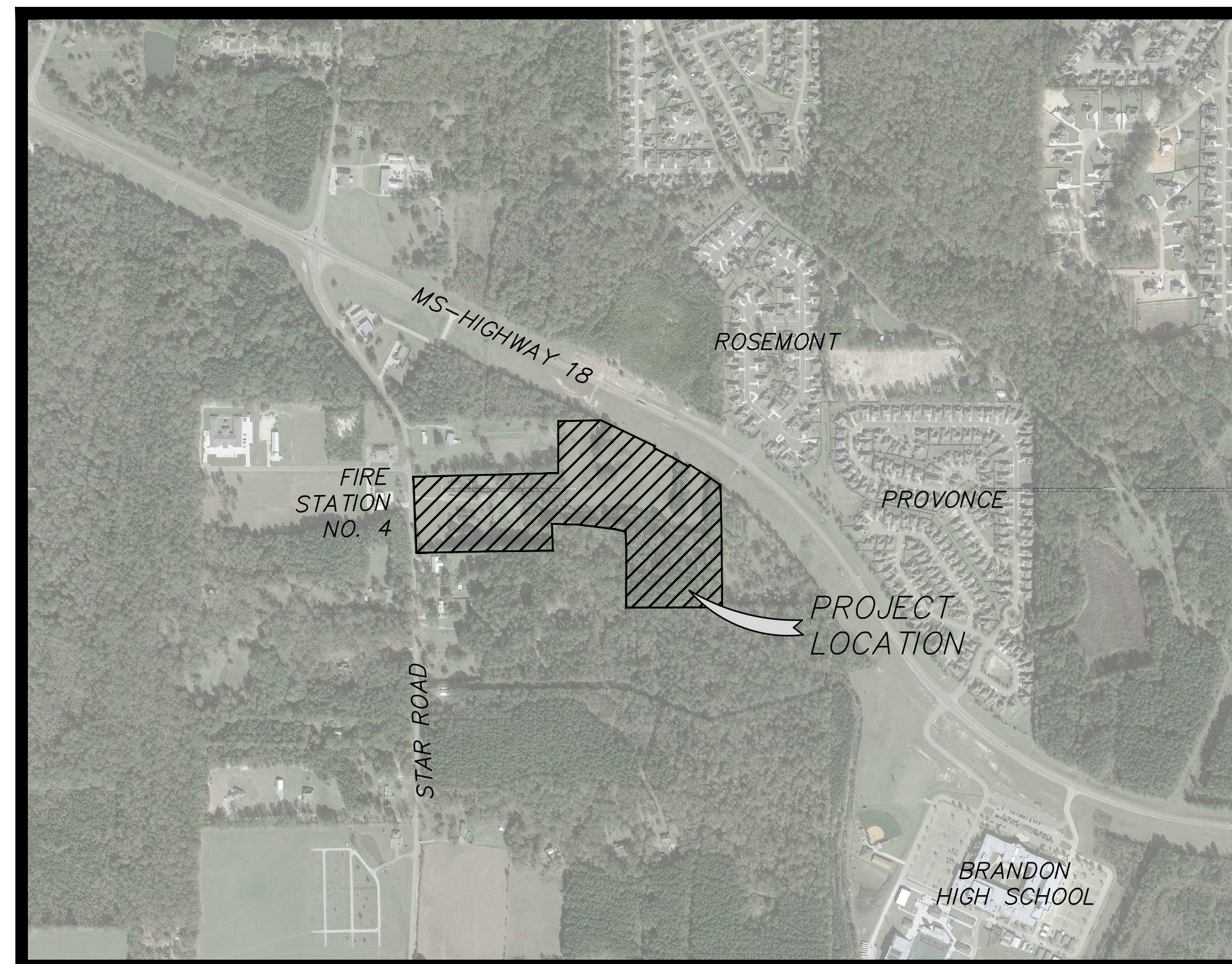
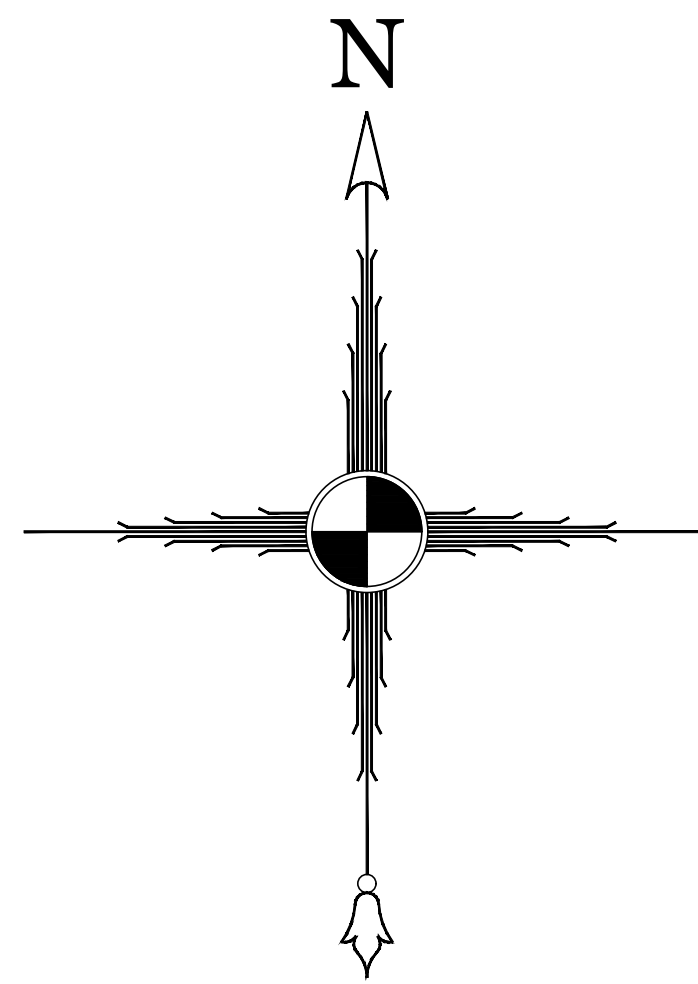
WITNESS MY SIGNATURE on this the ____ day of ____, 2025.

Michael R. Love, P.S.



AS-BUILT DRAWINGS FOR:
HYDE PARK, PHASE 2

CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI
JULY, 2025



VICINITY MAP

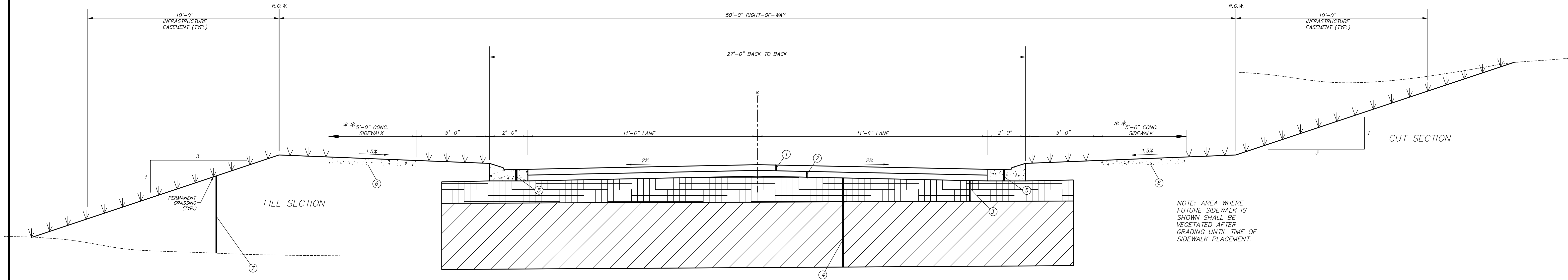
DRAWING INDEX

CONTENTS	SHEET NO.
COVER	1
TYPICAL SECTION & MISCELLANEOUS DETAILS	2
WATER & SANITARY SEWER AS-BUILTS	3
STORM DRAIN AS-BUILTS	4

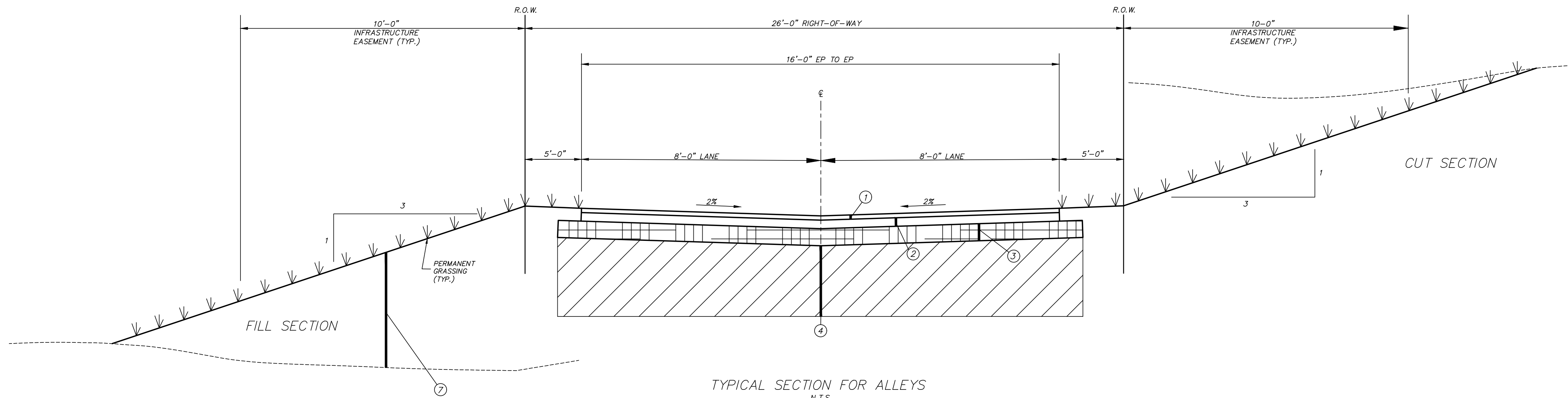
PREPARED FOR:
HEARTLAND DEVELOPMENT COMPANY, LLC.
125 S CONGRESS ST.
JACKSON, MS 39201

BENCHMARK ENGINEERING & SURVEYING, LLC CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING BRANDON FLOWOOD MADISON EST. 2004 www.benchmarkms.net 601-627-7780		SHEET NUMBER 1 of 4
		PROJECT NUMBER B-8261

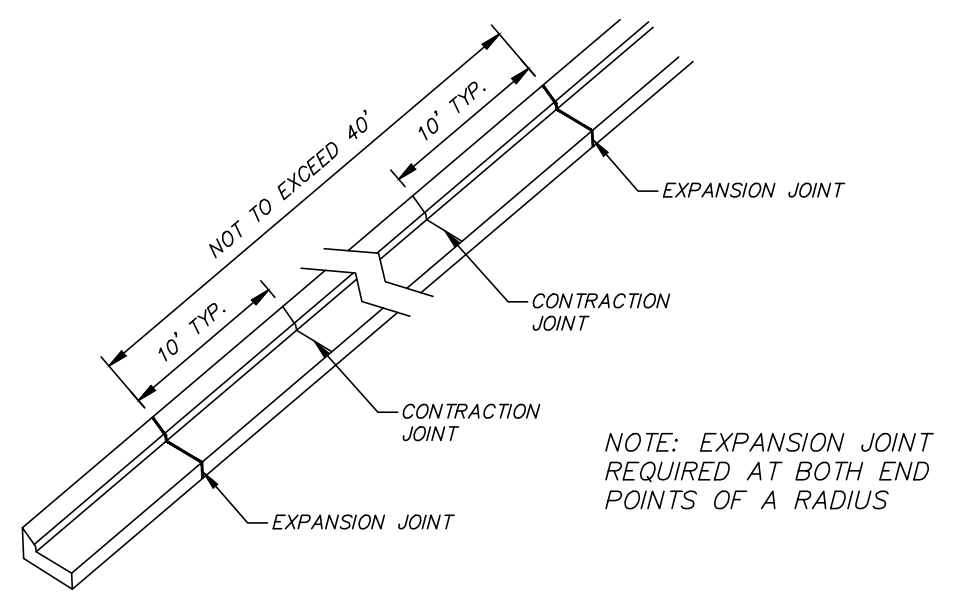
F:\Projects\B-8261\Drawings\As-Built\Hyde Park Phase 2 As-Built.dwg: Typical Section. ARCH full bleed D (24.00 x 36.00 Inches)



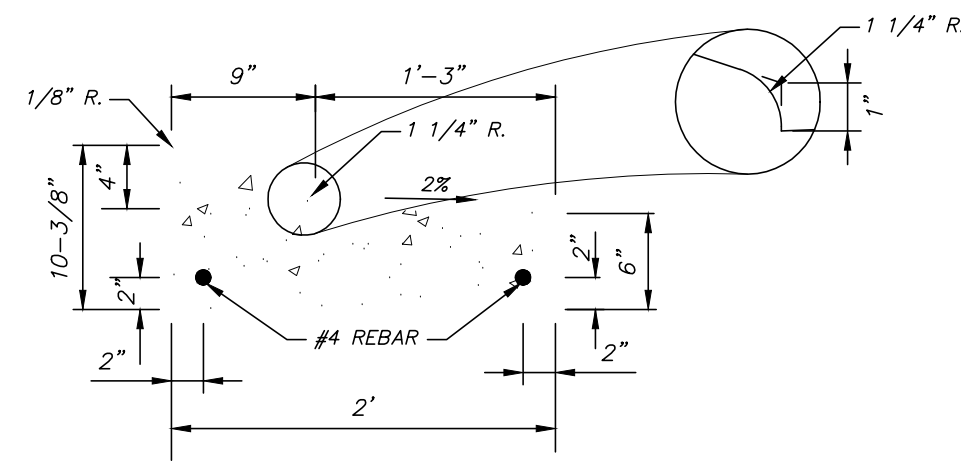
TYPICAL SECTION FOR STREETS
N.T.S.



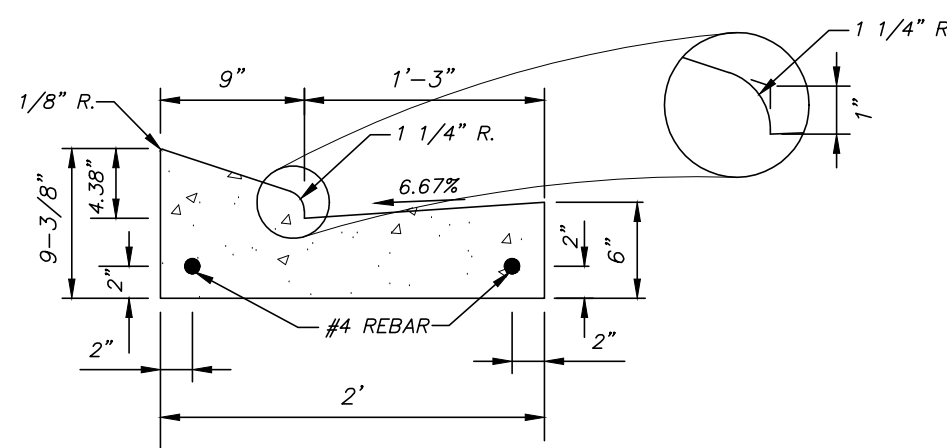
TYPICAL SECTION FOR ALLEYS
N.T.S.



TYPICAL CURB AND GUTTER JOINT SPACING



SECTION OF MOUNTABLE CURB WITH REVERSED GUTTER



SECTION OF MOUNTABLE CURB AND GUTTER

CURB AND GUTTER NOTES:

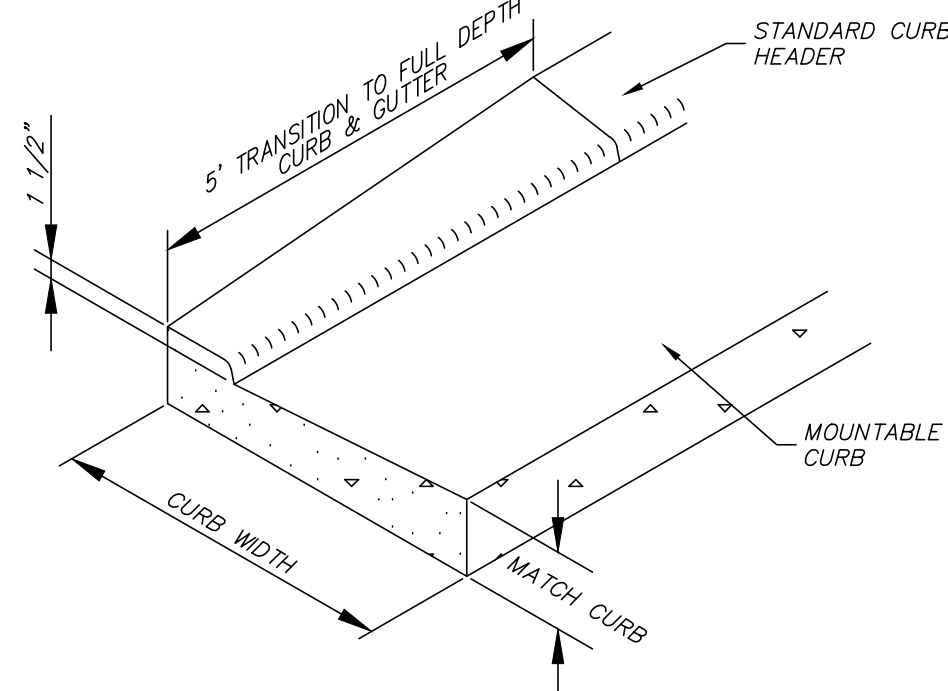
1. CURB AND GUTTER SHALL BE 3500 PSI MINIMUM CONCRETE.
2. CURB AND GUTTER SHALL BE PLACED ON COMPACTED SUB-GRADE MEETING ROADWAY SPECIFICATIONS. SUB-GRADE SHALL PASS A PROOF ROLL WITH THE ENGINEER OR HIS REPRESENTATIVE PRIOR TO POURING ANY PORTION OF THE CURB AND GUTTER.
3. PROVIDE EXPANSION JOINTS WITH 3/4" EXPANSION MATERIAL AT INTERVALS NOT TO EXCEED FORTY (40') FEET. TWO 3/4" SMOOTH DOWEL BARS HELD IN PLACE BY APPROVED CHAIRS OR SUPPORTS, 15" IN LENGTH REQ'D. AT ALL EXPANSION JOINTS. #4 BARS SHALL NOT EXTEND THROUGH EXPANSION JOINTS.
4. TOOLED CONTRACTION/CONTROL JOINTS (1/4" WIDE x 1" DEEP) ARE REQUIRED IN THE CURB AND GUTTER AT EVENLY SPACED INTERVALS NOT TO EXCEED TEN (10') FEET.
5. AT A POINT A MINIMUM OF 10' FROM THE CURB INLET TOP THE GUTTER LINE SHALL HAVE A CONSTANT SLOPE FROM THE STANDARD GUTTER ELEVATION TO PROVIDE THE REQUIRED THROAT HEIGHT AT THE PROPOSED INLET. GUTTER CROSS SLOPE WILL BE VARIABLE THROUGH THIS 10'.

ROADWAY SECTION LEGEND

- * ① 3" ASPHALT SURFACE COURSE (SC-1, TYPE B) (2 @ 1.5")
- ② 3" ASPHALT BASE COURSE (BB-1, TYPE 6) (1 @ 3")
- ③ 12" HYDRATED LIME, 6% BY WEIGHT, CLASS C MIXING
- ④ SELECT BORROW MATERIAL AS REQUIRED TO PROVIDE 3' BUFFER FROM CH MATERIAL
- ⑤ 2' MOUNTABLE CURB & GUTTER
- ** ⑥ 5' CONCRETE SIDEWALK (BY OTHERS, NOT A PART OF THIS CONTRACT)
- ⑦ UNCLASSIFIED EXCAVATION/BORROW MATERIAL

TYPICAL SECTION NOTES:

1. SEE SHEET 2 & PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS OF ROADWAY CONSTRUCTION.
2. ALL FILL MATERIAL SHALL MEET REQUIREMENTS NOTED ON OTHER SHEETS AND IN PROJECT SPECIFICATIONS.
- * 3. SURFACE COURSE SHALL BE INSTALLED IN TWO 1-1/2" LIFTS. SECOND LIFT SHALL NOT BE INSTALLED UNTIL PERMISSION FOR INSTALLATION IS RECEIVED FROM CITY OF BRANDON.
4. ALL PUBLIC UTILITIES OTHER THAN WATER AND SANITARY SEWER MAINS SHALL BE INSTALLED AT A NORMAL DEPTH DETERMINED BY THE INDUSTRY OR 60" BELOW THE TOP OF CURB, WHICHEVER IS GREATER.
- ** 5. 5' SIDEWALKS LOCATED WITHIN THE R.O.W. WILL BE CONSTRUCTED BY THE BUILDERS/LOT OWNERS AND ARE NOT A PART OF THIS CONTRACT. 5' SIDEWALKS LOCATED WITHIN COMMON AREA/GREEN SPACE WILL BE CONSTRUCTED BY THE DEVELOPER PER THE OFFICIAL LANDSCAPE PLAN. CODE ENFORCEMENT BY OTHERS.



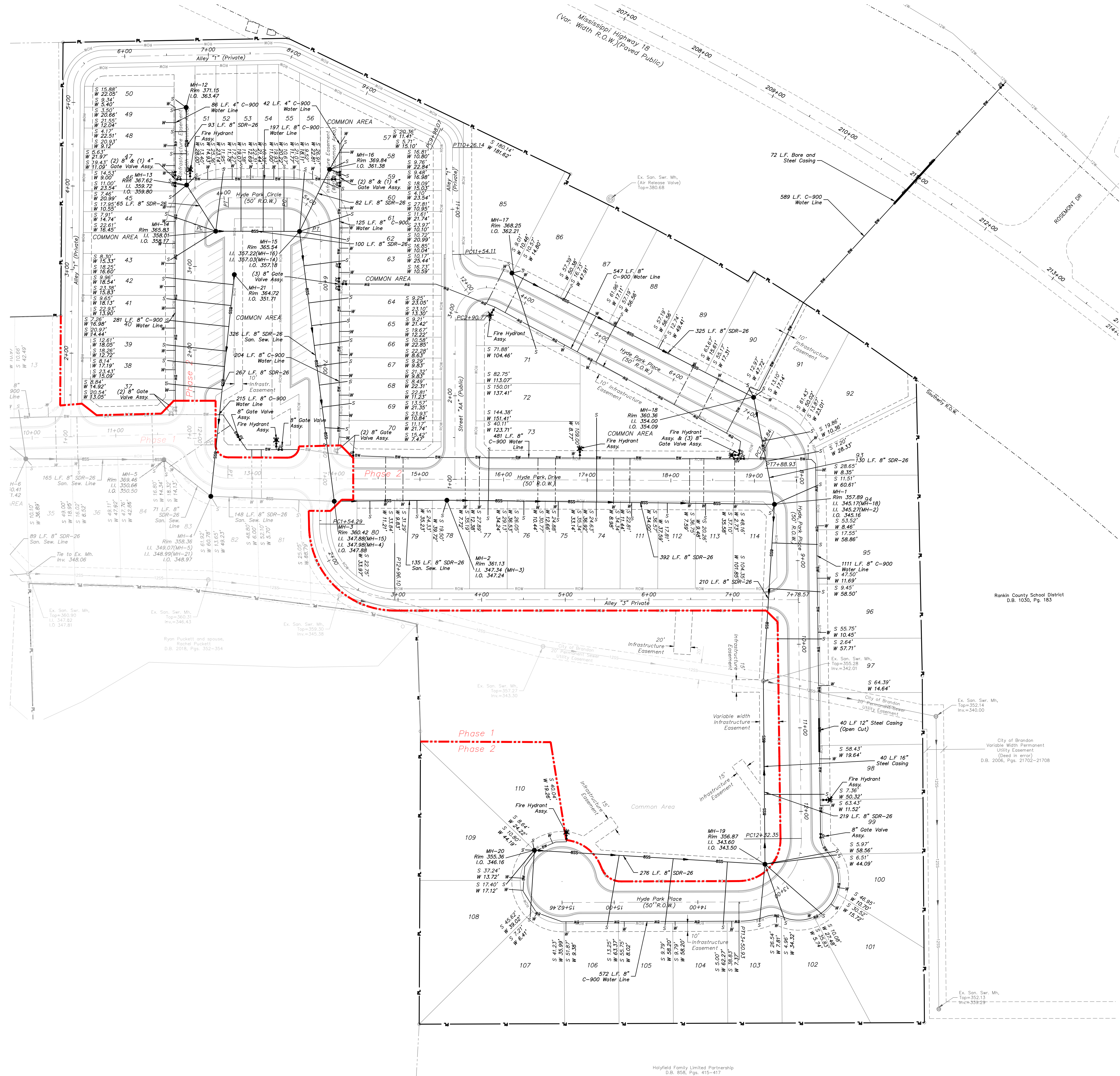
MOUNTABLE CURB END TRANSITION
(TO BE PAID FOR AS MOUNTABLE CURB & GUTTER)

REVISIONS:	
DATE:	07/23/25
DRAWN:	LCH
CHECKED:	JHB
SCALE:	
REF C/L:	
EG SURFACE:	
FG SURFACE:	

PROJECT LOCATION:	STAR ROAD CITY OF BRANDON, MS
CLIENT:	HEARTLAND DEVELOPMENT COMPANY, LLC 125 S CONGRESS ST, JACKSON, MS, 39201

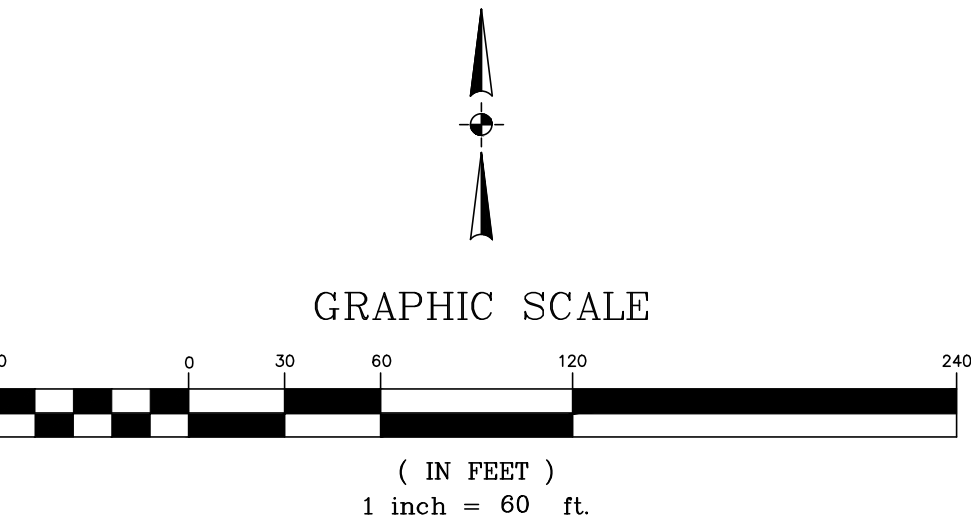
PROJECT:	HYDE PARK - PHASE 2
SHEET CONTENTS:	TYPICAL SECTION & MISCELLANEOUS DETAILS

SHEET NUMBER	2 of 4
PROJECT NUMBER	B-8261



- NOTES:
1. SANITARY SEWER MANHOLES WERE MOVED TO AS-BUILT LOCATIONS AND LENGTH OF LINES ADJUSTED.
 2. DIMENSIONS ON THE WATER AND SEWER SERVICE LINES ARE FROM EACH FRONT LOT CORNER TO WHERE EACH SERVICE LINE WAS STUBBED UP WHEN CONSTRUCTION WAS COMPLETE.
 3. THE LOCATION OF THE WATERLINE SHOWN IS BASED ON THE FIELD LOCATED VALVES AND HYDRANTS BUT SHALL BE CONSIDERED APPROXIMATE.

LEGEND	
	PROPERTY LINE
	EXISTING EASEMENT
	EXISTING MANHOLE
	EXISTING SANITARY SEWER MAIN (SIZE AS SHOWN)
	EXISTING WATER MAIN (SIZE AS SHOWN)
	EXISTING GATE VALVE
	EXISTING FIRE HYDRANT
	PROPOSED EASEMENT
	INSTALLED FIRE HYDRANT ASSEMBLY
	INSTALLED WATER MAIN (SIZE AS SHOWN)
	INSTALLED WATER SERVICE LINE
	INSTALLED SANITARY SEWER MANHOLE
	INSTALLED SANITARY SEWER LINE (SIZE AS SHOWN)
	INSTALLED SANITARY SEWER SERVICE LINE

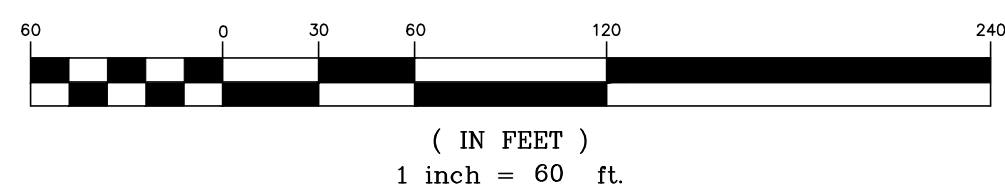


REVISIONS:	
DATE: 07/23/25	DRAWN: LKH
CHECKED: JHB	SCALE: 1"=60'
REF C/L:	EC SURFACE:
	FG SURFACE:

PROJECT LOCATION:	STAR ROAD
	CITY OF BRANDON, MS
CLIENT:	HEARTLAND DEVELOPMENT COMPANY, LLC
	125 S CONGRESS ST, JACKSON, MS 39201

PROJECT:	HYDE PARK - PHASE 2
SHEET CONTENTS:	WATER & SANITARY SEWER AS-BUILTS

SHEET NUMBER	3 of 4
PROJECT NUMBER	B-8261



(IN FEET)
1 inch = 60 ft.

NOTES:

1. STORM DRAIN FLOWLINE AND INVERT ELEVATIONS WERE REVISED TO REFLECT FIELD LOCATED ELEVATIONS.
2. THE STORM DRAIN INLETS WERE INSTALLED AT THE LOCATIONS AS SHOWN ON THE APPROVED PLANS.

PL ————— PROPERTY LINE
 - - - - - EXISTING EASEMENT
 - - - - - EXISTING DRAIN PIPE
 150' EXISTING DRAIN INLET
 ———— INSTALLED DRAIN PIPE
 150' INSTALLED DRAIN INLET
 - - - - - PROPOSED EASEMENT

SHEET NUMBER
4 of 4
PROJECT NUMBER
B-8261

F:\Projects\B-8261\Drawings\As-Builts\Hyde Park Phase 2 As-Builts.dwg, Storm Drain As-Builts, ARCH full bleed D (24.00 x 36.00 Inches)

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

HYDE PARK PHASE 2

THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RISTRCTIONS (the "Declaration") is made and executed this the ____ day of
_____ 2025 by Heartland Development Company, LLC, its successors and assigns (the
"Declarant").

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property located in the City of
Brandon, Rankin County, Mississippi, whereupon Declarant wishes to create and carry out an
orderly and uniform plan of development for the real property described herein above and is
developing said real property as a Traditional Neighborhood Development called Hyde Park (the
"Traditional Neighborhood Development") and said Traditional Neighborhood Development shall
replace any prior Traditional Neighborhood Developments for said real property; an

WHEREAS, as part of the Traditional Neighborhood Development, the Declarant wishes to
create and carry out an orderly and uniform plan of development for the following described real
property as a residential subdivision (the "Subdivision"), to wit:

[SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 1].

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property
values, amenities and opportunities within the Subdivision in order to contribute to the personal
and general health, safety and welfare of the property owners and residents therein, and to maintain
the land and improvements there in, and to this end wishes to subject the Subdivision to the
covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions
hereinafter set forth; and

WHEREAS, the Declarant deems it necessary and desirable that all real property within the
Subdivision and any and all improvements erected thereon, whether by Declarant or any other
owner or builder, shall comply with the covenants, conditions and restrictions contained herein
and any other covenants which might be imposed in the future, in accordance with the terms hereof,
on any portion of the property covered herein and any property which might later be included
through expansion; and

WHEREAS, the purpose of such covenants, conditions and restrictions is to enhance the
beauty of the surroundings; to insure the proper development and use of each building site; to
protect the owner or occupant of each site, present or future, against improper development and
use of other sites that will depreciate the value of his or her site; to prevent the erection in the
Subdivision of structures which are of unsuitable design or improper materials and not in harmony

with the theme and design of the Subdivision; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of common areas in the Subdivision and any improvements thereon; and, in general, to provide for a high quality of improvement within the Subdivision in accordance with the orderly development plans; and

WHEREAS, the Declarant deems it necessary and desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a Homeowners' Association which can and shall be delegated and assigned the powers and duties of owning, maintaining and administering the Common Property now designated and any other areas which may in the future be designated as such, and to administer and enforce the covenants and restrictions herein, and to collect and disburse the charges and assessments hereinafter specified.

WHEREAS, the Declarant deems it necessary and desirable to create an Architectural Review Committee for the purposes hereinafter specified.

NOW THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the above described real property, and shall be a benefit and a burden to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the subject real property and any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns and does hereby declare that the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Protective Covenants, Conditions and Restrictions for Hyde Park Phase 2.

ARTICLE I. DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Committee" or "ARC" shall mean and refer to that permanent committee created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Subdivision.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Hyde Park Homeowners' Association, Inc., as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Homeowners' Association from time to time, against Owners and Lots subject to the terms and conditions set forth herein.

1.4 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Hyde Park Homeowners' Association, Inc., as applicable.

1.5 "By-Laws" shall mean and refer to the By-Laws of the Hyde Park Homeowners'

Association, Inc., as applicable.

1.6 "City" shall mean and refer to the City of Brandon, Mississippi

1.7 "Common Expenses" shall mean and refer to all expenses incurred by the Homeowners' Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 "Common Property" shall mean and refer to all portions of the Subdivision which are intended for the common use and enjoyment of the Owners and which are identified and dedicated to the Homeowners' Association on any recorded subdivision plats of the Subdivision, or conveyed to the Homeowners' Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the County.

1.9 "County" shall mean and refer to Rankin County, Mississippi.

1.10 "Declarant" shall mean and refer to Heartland Development Company, LLC, a Mississippi limited liability company, and its successors, agents and assigns.

1.11 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as the same may be amended from time to time.

1.12 "Homeowners' Association" or "Hyde Park Homeowners' Association" shall mean and refer to the Hyde Park Homeowners' Association, Inc., a Mississippi non-profit corporation created to govern and for the purpose of providing maintenance services, owning, and managing Common Areas in the Subdivision.

1.13 "Hyde Park" shall mean and refer to the Traditional Neighborhood Development, which is located in the City of Brandon, Rankin County, Mississippi, and has been approved by the City.

1.14 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall sign, paving, grading, parking, building addition, pool, alteration, screen enclosure, sewer, drainage, disposal system, satellite dishes, antennas, electronic and other signaling devices, decorative building, landscaping or landscape (including existing and planted trees and shrubbery) or objects.

1.15 "Lot" shall mean any single-family lot located within the areas of the Subdivision as shown in the Subdivision Plan or any amendment thereto.

1.16 "Member" shall mean and refer to Owners and the Declarant. Declarant shall be a member of the Homeowners' Association from and after the date of recordation of this Declaration.

1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or

entities, of the fee simple title to any Lot, except for Declarant, but specifically excluding any mortgagee, unless and until such mortgagee has reacquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.18 "Street" shall mean and refer to any street, highway or other thoroughfare which is within the Subdivision.

1.19 "Subdivision" shall mean and refer to the residential subdivision to be known as Hyde Park, whether developed in single or multiple parts or phases, located in the Traditional Neighborhood Development.

1.20 "Subdivision Plan" shall mean the proposed general plan of development of Hyde Park. For so long as Declarant owns any property within the Traditional Neighborhood Development, Declarant expressly reserves the right to (i) amend the Subdivision Plan or change the configuration of Lots or the number of Lots, ii) to change the mix of Lot type within the Subdivision, and/or (iii) increase or decrease the Common Property in its sole and absolute discretion without the approval of or by any Owners other than Declarant.

1.21 "Traditional Neighborhood Development" shall mean and refer to that certain Traditional Neighborhood Development project, which is located in the City of Brandon, Rankin County, Mississippi and as defined within the "Brandon, Mississippi Zoning Ordinance" and as approved by the City.

ARTICLE II.

HOMEOWNER'S ASSOCIATION

2.1 Formation Homeowners' Association. At any time subsequent to the recording of this Declaration, Declarant may cause the Hyde Park Homeowners' Association, Inc. to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Mississippi. The Homeowners' Association shall be formed (i) to operate, maintain and ultimately own the Common Property, (ii) to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration, and (iii) for the enforcement of the rules and regulations promulgated by the Homeowners' Association. The Homeowners' Association shall have such other specified rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Homeowners' Association.

2.2 Membership. Upon the acquisition of a Lot, each Owner shall automatically become a member of the Homeowners' Association and shall be bound by the terms and conditions contained herein, the Articles of Incorporation and the By-Laws of the Homeowners' Association, and such rules and regulations as may be promulgated and adopted by the Homeowners' Association under such articles and by-laws. Each Owner shall remain a member of the Homeowners' Association for so long as such Owner remains the Owner of the Lot. Such membership shall be an inseparable appurtenance to and shall pass with title to each Lot, and shall be mandatory and may not be terminated by any Owner. No person or entity who holds any type of interest whatsoever in a Lot as security for their performance of any obligation may be appointed as a Member of the Homeowners' Association. Except as to the Declarant and as otherwise

provided herein or in its By-Laws, the Homeowners' Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.

2.3 Voting. The right and privileges of membership, including the right to vote and to hold office in the Homeowners' Association may be exercised by a Member, a Member's spouse or by proxy, but in no event shall more than one vote be cast for each Lot, except as otherwise provided herein. When more than one (1) person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary of the Homeowners' Association in writing prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one (1) person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one (1) vote, except that any Lots owned by the Declarant shall be entitled to ten (10) votes; provided, however, that in the event Declarant owns a Lot and resides in the Improvements located thereon, Declarant shall only be entitled to one (1) vote for such Lot.

2.4 Rules and Regulations. Subject to the limitations set forth herein, the Homeowners' Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions stated herein and in its By-Laws.

2.5 Administration of the Homeowners' Association. The affairs of the Homeowners' Association shall be administered by its Board of Directors in accordance with this Declaration, its Articles of Incorporation and its By-Laws. Any such Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the right of Declarant, without Declarant's prior written approval. The By-Laws of the Homeowners' Association shall set the number of members and determine the qualifications for membership on its Board of Directors.

2.6 Suspension of Membership Rights. No Member, except Declarant, shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Homeowners' Association or any right, interest, privilege which may be transferable, or which shall continue after the Member's membership in the Homeowners' Association ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Homeowners' Association. All such determinations shall be made by a majority of the Board of Directors of the Homeowners' Association. While not in good standing, the Member shall not be entitled to vote or exercise any right or privilege of membership of the Homeowners' Association. Notwithstanding the foregoing, the Board of Directors of the Homeowners' Association shall not have the power to declare that the Declarant is not in good standing or suspend or limit in anyway the right of Declarant to vote or exercise any right or privilege of membership.

2.7 Control by Declarant. Notwithstanding the foregoing, the initial members of the Board of Directors of the Homeowners' Association shall be appointed by the Declarant. The Declarant shall remain on the Board of Directors of the Homeowners' Association until the Declarant's resignation. Further, so long as the Declarant owns any Lot in the Subdivision,

Declarant shall have the right, but not the obligation, in its sole and exclusive discretion, to remove and replace any or all members of the Board of Directors at any time the Declarant should determine, in its sole discretion, that the Homeowners' Association has failed to either diligently prosecute any of its duties and obligations or enforce the protective covenants set forth hereunder. In the event that Declarant shall enter into any contracts or other agreements for the benefit of the Owners and/or the Homeowners' Association, the Declarant may, at its option, assign its obligations under the agreements to the Homeowners' Association, and in such event, the Homeowners' Association shall be required to accept such obligations.

2.8 Declarant's Right to Perform Duties of Homeowners' Association. Prior to the actual organization of the Homeowners' Association contemplated by the terms herein, Declarant shall have the right, at its option, to perform the duties and/or assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Homeowners' Association in the same way and in the same manner as though all such powers and duties were herein given to Declarant directly. Declarant shall also have the right to modify, amend, repeal, and / or change any of the terms herein prior to the actual organization of such Homeowners' Association.

ARTICLE III. COMMON PROPERTY

3.1 Common Property. The Common Property is intended for the use and enjoyment of the Owners and their guests and invitees. Title to the Common Property may be conveyed to the Homeowners' Association by the Declarant at any time subsequent to the filing of the final plat of each portion of the Subdivision in the Chancery Records of Rankin County, Mississippi. The Homeowners' Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property, from and after the date of conveyance of fee title to such Common Property to the Homeowners' Association.

3.2 Maintenance of Common Property. The Homeowners' Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property, including the performance of obligations which may be placed upon the Common Property by applicable regulatory agencies. This maintenance obligation shall commence upon the conveyance to the Homeowners' Association of fee title to the Common Property. Specifically, the property the Homeowners' Association shall maintain and be responsible for shall include, but not be limited to the following:

- i. Security Facilities. Such security systems, guardhouses, and other security facilities which shall be operated and maintained for the benefit of the Lots within the Subdivision.
- ii. Surface Waters. Any surface water management system, which shall be maintained as required by regulatory agencies.

- iii. Landscaping. All landscaping of the Common Property including, without limitation, all sodding, irrigation, and the planting and care of trees and shrubbery. Although not included within the general definition of " Common Property", said irrigation system shall include the water withdrawal surface pump, and transmission lines.
- iv. Signs and Entry Monuments. All signs and entry monuments located on the Common Property.
- v. Fences. All fencing located on the Common Property and all perimeter fencing for which the Homeowners' Association holds an easement for construction and maintenance.
- vi. Contracts. Declarant, its affiliates, successors or assigns, may be the management agent for the Homeowners' Association, and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Declarant may deem necessary in order to maintain the Common Property. No agreement between the Homeowners' Association and Declarant, its successors or assigns shall be held invalid solely for the reason that at the time of entering into the agreement, employees, officers or agents of the Declarant or its affiliates, successors or assigns are officers, directors and/or employees of the Homeowners' Association.

3.3 Rules and Regulations Governing Use of the Common Property. The Homeowners' Association, through its Board of Directors, shall regulate the use of Common Property by its Members and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members.

3.4 Owners Easement. Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Lot. The rights and easement of enjoyment created hereby shall be subject to the following:

- i. Borrowing and Mortgaging. The right of Declarant and/or the Homeowners' Association to borrow money for the purpose of improving any Common Property and in connection therewith, to mortgage any Common Property, subject to such conditions as may be agreed to by the Members. Any such loan or mortgage shall be approved in advance in writing by the Declarant during such time the Declarant owns any property within the Subdivision.
- ii. Protection of Common Property. The right of Declarant and the Homeowners' Association to take such steps as are reasonably necessary to protect the Common Property and, in connection therewith, to mortgage the Common Property.
- iii. Suspension. The right of the Homeowners' Association to suspend the enjoyment rights and casement of any Owner, except Declarant, for any period during which an

Assessment remains unpaid by the Owner, and for any period during which the Owners is in violation of this Declaration.

- iv. Maintenance. The right of the Homeowners' Association to properly maintain the Common Property.
- v. Standards of Conduct. The rules and regulations covering the use and enjoyments of the Common Property, as promulgated by the Homeowners' Association, as the same may be amended from time to time.
- vi. Restrictions of Record. Restrictions contained on any plat, or other instrument filed separately, with respect to all or any portion of the Subdivision.
- vii. Constituent Documents. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Homeowners' Association.
- viii. Dedication or Transfer. The right of the Homeowners' Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that any such dedication or transfer is approved in advance in writing by the Declarant during such time the Declarant owns any property within the Subdivision.
- ix. Easements. The right of the Declarant to dedicate non exclusive mutual access and utility easements across the Common Property to other properties of the Subdivision.

For as long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate sales of property throughout the Subdivision, including but not limited to, the right to maintain office(s) in locations(s) to be selected by Declarant, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the Subdivision and sale of properties throughout the Subdivision, to post and display a sign or signs on any Lots owned by Declarant or the Common Property, and to use the Common Property to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within the Subdivision shall not be considered Common Property and shall remain the property of the Declarant.

ARTICLE IV. **ASSESSMENTS**

4.1 Creation of Assessments. There is hereby created a lien in favor of the Homeowners' Association against each Lot in the Subdivision. By acceptance of a deed, the Owner of each Lot in the Subdivision, other than the Declarant, hereby agrees to pay to the Homeowners' Association the maintenance assessments or charges fixed or established from time to time. Such owner of a Lot in the Subdivision agrees that the assessment of fees, together with such interest thereon and costs of collection thereof, shall be a continuing lien upon each Lot when said

assessment is made, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant or Homeowners' Association (as the case may be). Said assessment, together with costs of collection and interest at the legal rate on any past due amounts, shall also be a personal obligation of the Lot Owner. By an owner's acceptance of the deed or other instrument of conveyance for such Owner's Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay the Homeowners' Association annual assessments and special assessments for capital improvements as may be created and set by the Homeowners' Association. Once created and set by the Homeowners' Association, annual assessments shall be due and payable to the Homeowners' Association by the Owner of each Lot in the Subdivision and shall be payable in two (2) equal semi-annual payments, due in advance on the first day of January and the first day of July of each year. The Declarant is expressly exempted from any payment obligation for such annual and/or special assessments created herein. Each Lot Owner or Lot purchaser, upon the purchase of such Lot, shall immediately notify the Homeowners' Association of such Owner's name and address, and pay an initial membership fee set by the Homeowners' Association. Upon a transfer of title to a Lot, the grantor and grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Homeowners' Association, and/or its Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

4.2 Declarant's Obligation for Assessments. So long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant, any such property and/or Lots owned by Declarant shall be exempt from any assessments of any association that may be established pursuant to this Declaration.

4.3 Builder's Obligation for Assessments. Newly constructed vacant homes are exempt from any assessments pursuant to this Declaration.

4.4 Remedies for Non-Payment of Assessments. Any Assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Homeowners' Association, or if not set by the Board of Directors, at the legal rate, together with such late fee as may be set by the Board. The Homeowners' Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Additionally, the Homeowners' Association may, at its option, sue and obtain a personal judgment against an Owner who has not paid any assessments made hereunder for the sums due and owing the Homeowners' Association in a court of competent jurisdiction. Election by the Homeowners' Association of any one of the above remedies shall not preclude, or in any way limit, the Homeowners' Association's rights to utilize any other remedy available to the Homeowners' Association hereunder or in equity or at law. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Homeowners' Association, then, and in that event, the Homeowners' Association shall collect on such judgment in such manner and

to the extent provided and permitted by the laws of the State of Mississippi. The Homeowners' Association's lien may be foreclosed in like manner as a Deed of Trust on real estate under power of sale under the Mississippi Code of 1972 (as amended). Unless otherwise determined by the Homeowners' Association, the registered agent of the Homeowners' Association shall be the trustee for all purposes of the foreclosure proceeding, and the Homeowners' Association shall have the power to appoint a substitute trustee if for any reason the Homeowners' Association desires to replace the trustee, and the substitute trustee shall succeed to all rights, powers and duties thereof. Further, the Homeowners' Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments.

ARTICLE V.

MAINTENANCE OF PROPERTY

5.1 Owner Responsibilities: Lots. The Owner of any Lot shall be responsible for all maintenance and repair of such Lot, including, without limitation, the Improvements located thereon. If any Improvements are damaged by casualty, the Owner must immediately clear the site of such casualty. If reconstructed, the reconstruction must be in accordance with the original plans and specifications of the Improvements, or if not, then according to plans and specifications approved by the Architectural Review Committee.

5.2 Homeowners' Association Responsibilities. The Homeowners' Association shall be responsible for the maintenance of all Common Property, pursuant to the terms of this Declaration.

5.3 Individual Assessment. Notwithstanding anything contained in this section to the contrary, the expense of any maintenance, repair or reconstruction of any portion of the Common Property, or any other property to be maintained by the Homeowners' Association necessitated solely by the negligent or willful act of any Owner or his invitees, licensees, family or guests shall be borne solely by such Owner, and his Lot shall be subject to an assessment for such expense by the Homeowners' Association. No Owner shall have the right to repair, alter, add to, replace, paint or in any other way maintain the Common Property, or any other property to be maintained by the Homeowners' Association.

ARTICLE VI.

ARCHITECTURAL AND LANDSCAPING CONTROLS

6.1 Architectural Review Committee. An Architectural Review Committee (the "ARC") shall have the right of absolute architectural control over any and all improvements in the Subdivision. The Declarant shall have the sole and absolute right in its exclusive discretion to appoint, remove and/or replace any and all members of the ARC until the earlier of (i) the construction of a residential dwelling on every Lot in the Subdivision in accordance with this Declaration, or (ii) the express transfer in writing of such authority to the Homeowners' Association by the Declarant, at which time the ARC shall become a permanent committee of the Homeowners' Association. The intent of this Section 6.1 is to permit the ARC and its successors to control the compatibility of architectural design of improvements in the Subdivision, to control

the heated and cooled square footage of improvements, prevent the erection of structures built of improper materials, prevent the use of unattractive colors, encourage the erection of attractive improvements properly situated on lots and prevent haphazard and/or inharmonious improvements, all for the benefit of all owners in the Subdivision. In order to effect the intent of this Section 6.1, no improvements of any nature or character shall be erected nor any erection thereof begun, nor shall any changes be made in the exterior design or color thereof after the original construction, until such site, paint, materials, landscaping, fencing and house or outbuilding plans and specifications have been reviewed and approved by the ARC, such review and approval or disapproval to be given within a reasonable time after submission. In the event such site, paint, materials, landscaping, fencing and/or plans and specifications are disapproved by the ARC, no construction shall be started until such site, paint, materials, landscaping, and plans and specifications have been made to conform to the requirements of the ARC. This architectural control authority of the ARC shall be absolute, but in no case will such architectural approval be unreasonably or arbitrarily withheld. Notwithstanding anything to the contrary contained in this Declaration, this Section 6.1 may not be amended at any time subsequent to the recording of this Declaration in the records of the Chancery Clerk of Rankin County, Mississippi.

6.2 Modification of Setbacks. The ARC shall have the right, in its sole discretion, upon the submission of satisfactory evidence of a compelling need, to change and modify any setbacks applicable to the Lots in the subdivision; provided, however in no event shall any such setback be less than the minimum setbacks applicable to the Lots in the Subdivision pursuant to the duly adopted ordinances of the City of Brandon, Rankin County, Mississippi.

6.3 Failure to Comply With ARC. By an Owner's acceptance of the deed or other instrument of conveyance for such Owner's Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree that a suit for damages for failure to comply with any decision or mandate made of the ARC would cause irreparable injury to the Subdivision. Therefore, the owner of each Lot in the Subdivision hereby covenants and agrees that in the event of the Owner's refusal to comply with any decision or mandate of the ARC, the ARC shall have the right, in addition to any other rights or remedies available at law or equity, to obtain injunctive relief against the Owner by any court of competent jurisdiction having the authority to grant such relief, and that if the ARC is required to seek enforcement of any of its decisions or mandates against an owner, such Owner shall be liable for all costs incurred by the ARC therein, including reasonable attorney's fees, and shall immediately pay the same on demand. All costs and fees described in this Section 6.3 shall constitute a lien against said owner's lot until said costs and fees are paid in full.

6.4 Declarant Exemption. Anything contained herein to the contrary notwithstanding, any Improvements of any nature made or to be made by the Declarant, including, without limitation, Improvements made or to be made to any common property within the Traditional Neighborhood Development, shall not be subject to the review of the ARC.

6.5 Fees and Consultants. The ARC may adopt a schedule of reasonable fees for processing request for approval. Such fees, if any, shall be payable to the ARC at the time that the plans and specifications and other documents are submitted to the ARC. The payment of such fees, as well as other expenses of the ARC required to be paid, shall be deemed to be an assessment, enforceable against the Owner and the Lot as provided hereinabove. The ARC expressly reserved

the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing or purposes of assisting the ARC, in its review of any plans or specifications, and the cost of such consulting services shall be the responsibility of the respective applicant or Owner of the Lot.

6.6 Indemnity. Neither the Declarant, the directors or officers of the Homeowners' Association, the members of the ARC nor any person acting on behalf of any of them, shall be liable for any cost of damage incurred by any Owner or any other party whatsoever, due to any mistake in judgment, negligence or any action of the ARC in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within the Subdivision agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Homeowners' Association, or the members of the ARC in connection with the approval or disapproval of plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE VII.

RESTRICTIONS AND REQUIREMENTS

7.1 Minimum Building Site. The minimum land area upon which any single-family residence may be constructed shall be one (1) Lot.

7.2 Roofing; Vinyl Siding. All roofing used on any dwelling in the Subdivision shall be architectural grade or better, the color thereof to be approved in advance by the ARC. Main roof pitch must be per the Traditional Neighborhood Development requirements and approved in advance by the ARC. The application of vinyl siding to the soffit and eave sections of any structure within the Subdivision shall be at the sole and absolute discretion of the Architectural Review Committee. The use of vinyl siding on any other portion of a structure's exterior requires approval from the ARC and the governing authority of the City of Brandon, Mississippi.

7.3 Sidewalks. The Owner of each Lot in the Subdivision, at his sole cost, shall construct and maintain in good condition a sidewalk five (5) feet in width in accordance with all specifications and plans established by the ARC, along and parallel to the entire length of that portion of the public street or streets which abuts the Lot, and as provided in the specifications and plans of the Subdivision. All sidewalks shall be as level, from side to side, as reasonably possible. In the event a Lot Owner fails to comply, the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be, in correcting or repairing any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.3 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in

an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be). Each Owner of a Lot hereby expressly grants the public a non-exclusive, perpetual easement to use the sidewalk over and across their Lot.

7.4 Fencing. No fence of any type shall be placed or constructed upon any Lot in the Subdivision until the plans for such fence have been submitted to and approved by the ARC. The submission to the ARC must be a detailed plan for a "Good Neighbor" fence facing the street side with cross including, without limitation, the location, materials, height, design, character, and color of each and every component of such fence. In the event a Lot Owner fails to comply with this Section 7.4, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repainting any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.4 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be). Notwithstanding the foregoing, the use of chain link, cyclone or any similar type fencing is strictly prohibited.

7.5 Garages. Each dwelling house constructed on any Lot in the Subdivision shall have an attached garage per the Traditional Neighborhood Development requirements and approved in advance by the ARC.

7.6 Landscaping. The ARC must approve, in advance, all landscaping plans for all property within the Subdivision, including Lots. Should any hedge, shrub, tree or flower or other planting be so placed or afterward grow, on any Lot in the Subdivision so as to encroach upon any adjoining Lot, such hedge, shrub, tree or flower or other planting shall be promptly removed or pruned by the Lot Owner upon the request of the adjoining Lot Owner, so as to terminate the encroachment. Prior to occupancy of any dwelling house on a Lot in the Subdivision, the Lot Owner shall have complied with and completed the landscaping plan approved by the ARC, which landscaping plan shall require, at a minimum, that each lot shall (i) be sodded over and across the entire front and side yards; and i) have ample plantings and landscaping in the front yard and at the entrance to the dwelling. No unsightly plantings shall be allowed, as an emphasis shall be placed on the use of high quality landscaping and planting materials throughout the Subdivision.

7.7 Accessory Buildings. No accessory building of any kind will be permitted on any Lot without the prior written approval of the ARC.

7.8 Commencement of Construction. Unless expressly waived in writing by the Declarant, construction of the residential dwelling must commence within six (6) months and be completed within twelve (12) months subsequent to the date the Declarant closes the sale of the Lot to the initial owner thereof. If any Lot Owner shall fail to comply with the construction

requirement of this Section 7.8, the Declarant shall have the right, but not the obligation, to repurchase the Lot at a price equal to eighty percent (80%) of the original Lot sales price. Until construction of a residence commences on a Lot in the Subdivision, the Declarant, the Homeowners' Association or the ARC (as the case may be), without notice and in its discretion may mow the subject Lot, and have dead trees and debris removed therefrom, and the Owner of such Lot shall immediately, on demand, pay the Declarant, the Homeowners' Association or the ARC (as the case may be), any and all costs and/or fees, plus administrative fees of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association or the ARC (as the case may be) for doing so. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association or the ARC (as the case may be) pursuant to this Section 7.9 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.9 Construction Debris. During the construction process, all debris, scrap, waste or similar materials shall be disposed of properly by the Lot Owner and no such debris, scrap waste or similar material shall be placed or deposited on any other Lot or property in the Subdivision. All construction vehicles, builders, contractors, subcontractors and their respective employees and representatives shall at all times use the designated construction entrance for purposes of ingress and egress during all phases of construction of any improvements in the Subdivision. In the event a Lot Owner fails to comply with this Section 7.9, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any non conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and / or the ARC (as the case may be) pursuant to this Section 7.9 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.10 Compliance With Environmental Permits. Each Lot Owner hereby covenants and agrees to fully and completely comply with any and all plans submitted by and environmental permits issued to Declarant in connection with the construction and development of the Subdivision, including without limitation the Storm Water Pollution Prevention Plan (SWPPP) for the Mississippi Department of Environmental Quality (MDEQ) as required in the State of Mississippi's Construction Storm Water General NPDES Permit. Each Lot Owner hereby warrants, represents, covenants and agrees that he, his contractors and subcontractors shall take all necessary measures to prevent or mitigate sediment from leaving the individual Lot which he owns, including the installation of silt fencing, and will maintain the Lot which he owns in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Each Lot Owner further acknowledges and agrees that the Declarant is not responsible for damages which may be suffered by such Lot Owner or

other Lot Owners or parties as a result of site preparation work carried out by the Lot Owner, his contractors and subcontractors, and each Lot Owner hereby agrees to hold Declarant harmless from any such damages sustained in connection therewith. In the event a Lot Owner fails to comply with this Section 7.10 in any manner, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, or the ARC (as the case may be) any and all costs and / or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be, in correcting or repairing any noncompliance or non-conformance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.10 shall constitute a lien against such Owner's Lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.11 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, and garages, barns, or other temporary or other outbuildings shall be erected, kept, or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a Lot when approved in advance by the ARC; provided, however, the foregoing does not prohibit the placement of a portable toilet unit on a Lot during the construction of improvements thereon. The architectural site plan shall indicate the location of such temporary structure and shall include drawings reflecting the appearance of same.

7.12 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist, and the appearance of each Lot shall be maintained in a high quality condition at all times. The grass, flowers, shrubbery, and all other landscaping must be kept in an orderly fashion, and must be of a character and type approved by the ARC. In the event a Lot Owner fails to comply with this Section 7.12, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.12 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.13 Swimming Pools. Any swimming pool or hot tub to be constructed or placed on any Lot shall be constructed in the ground and subject to the requirements of the ARC, which shall include, but not limited to, the following:

- i. Composition to be of material thoroughly tested and accepted by the industry for such

construction.

- ii. Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from ARC.
- iii. Landscape, pool, recreation and security lighting shall be designed as to not be an annoyance to the surrounding residents. Such lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting (other than low level lighting) be permitted to be on after ten-thirty (10:30) p.m. Central Standard or Daylight Savings Time.

7.14 Driveway. All driveways and parking area shall have hard impervious, dustless surfaces, such as, concrete or brick. The design, materials and location of all driveways shall be approved in advance by the ARC.

7.15 Residential Use. All of the Lots in the Subdivision shall be used for residential purposes only. The term "residential purposes" is hereby and generally defined as single-family homes, and shall exclude all commercial and professional uses and among other things garage apartments, apartment houses, duplexes, and multi-family residences, profit or non-profit nursing homes, hospitals, daycare facilities, and other similar private or charitable enterprises, and any such usages of any property in the Subdivision are hereby expressly prohibited. Any building or other improvement erected on any Lot in the Subdivision shall be new, on-site construction.

7.16 Clotheslines. No clotheslines or outside drying area shall be located on any Lot.

7.17 Residence Graphics. The size and design of all signs, numbering for the Lot, and other such materials shall be approved by the ARC and shall display continuity and conformity throughout the Subdivision. Except in connection with the Subdivision and/or sales of property throughout the Subdivision by Declarant, no signs, billboards, advertisements or notices of any kind, including without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any Lot without the prior written approval of the ARC, or except as may be required by legal proceedings, it being understood that the ARC will not grant permission for signs unless their erection is reasonably necessary to avert serious hardship to the Owner. If such permission is granted, the ARC reserves the right to restrict size, color, content and location of such signs(s). No sign shall be nailed or attached to any tree. The ARC shall have the right to adopt reasonable rules regarding signs to be used during construction of residence and other buildings, such as Owner identification, name of contractor or architect, etc.

7.18 Mailboxes. Any and all mailboxes erected or placed on any Lot in the Subdivision shall be only of the type, materials and colors specified and approved by the ARC, so as to achieve uniformity within each area of the Subdivision. In the event a Lot Owner fails to comply with this Section 7.18 in any manner, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant,

the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any non-compliance or non-conformance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.18 shall constitute a lien against such Owner's Lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.19 Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground of rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except as required during trash collections, all containers shall be kept within the garage or a separate outside enclosure, which the ARC shall have previously approved.

7.20 Antenna and Other Rooftop Accessories. No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere in the Subdivision or on the exterior of any residence (unless installed by the Declarant or the Homeowners' Association), without prior written approval of the ARC.

7.21 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Subdivision by Owners shall be allowed, nor shall anything be done on any Lot which may become an annoyance or nuisance to the Subdivision or any area therein. No firearms, archery equipment, or other devices of a similar nature which may be classified as weapons, shall be operated or used on any lot in the Subdivision. No Owner shall commit or permit any immoral or illegal activity on or about the Subdivision, and no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Lot.

7.22 Manufactured Housing. No manufactured housing, mobile home, house trailer, modular housing, camper, recreational vehicle, trailer, tent or similar type of structure shall be placed or maintained upon any Lot in the Subdivision. No outbuilding, garage, pool house or similar structure which is placed upon any Lot in the Subdivision shall be used as a residence.

7.23 Boats, Trailers and Motor Vehicles. Except as specifically allowed and approved in advance by the Homeowners' Association, no commercial vehicle, boats, boat trailers, buses, house trailer, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles ("Nonpermitted Vehicles"), whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, shall be placed, parked or stored upon any Lot. The Homeowners' Association shall grant an Owner permission to bring on the property a Nonpermitted Vehicle owned by the Lot Owner. Upon showing written evidence of such approval at the entry, the Owner may bring such Nonpermitted Vehicle on the property and park it inside the approved garage. Vehicles of repairman, delivery men, moving vans, temporary guests or vehicles owned or leased by a member of the Owner's family may be parked on a curb side on the driveways and private parking areas of a Lot for no longer than eight (8) hours in a twenty-four (24) hour period. In no event shall any vehicles be allowed to block traffic flow. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles in the driveway and private parking areas of a Lot for the duration

of their stay. The Homeowners' Association shall have the right to authorize the towing of any vehicles which are in violation of these provisions, and to collect the cost thereof from Owners as an Individual Assessment.

7.24 Single-Family Occupancy. The residents of each Lot shall be limited to the members of one (1) family. For purposes of this section, "family" shall mean and refer to the group of persons, each of whom is related to each other member of the group through blood or marriage either as siblings or in direct line of ancestry or descent. This residency limitation shall not be construed to prohibit the temporary occupancy of a residence by nonfamily members for a period not exceeding thirty (30) consecutive days, provided that any such periods of occupancy of a single-family residence by nonfamily member shall not exceed the periods of occupancy solely by family members during any measured period of sixty (60) consecutive days.

7.25 Animals.

7.25.1 In General. No animals (including but not limited to horses, fowl, reptiles, insects, livestock or poultry) shall be kept within the Subdivision, except that domestic dogs, cats, birds, fish and other household pets may be kept as household pets within the Subdivision provided that they do not create a disturbance and provided that they are not kept, bred, or raised thereon for commercial purposes or in unreasonable quantities. Provided however, in no event shall any dog of the breed known as Pit Bull or American Pit Bull be kept within the Subdivision. As used in this Declaration "unreasonable quantities" shall be deemed to limit the number of dogs and cats to two (2) each, and no more than three (3) total; however any litter may be retained for a reasonable period. Notwithstanding the foregoing, no animal shall be allowed to run loose on the Common Area at any time. All Animals shall be confined to their Lot unless they are on a leash and are constrained and under the control of the animal's owner or keeper.

7.25.2 Vicious Animals. No domestic dogs shall be permitted within the Subdivision that are deemed by the Board of Directors of the Homeowner's Association to be vicious or potentially dangerous dogs. A dog shall be deemed "vicious" for purposes of this Section if, when unprovoked: 1) it has bitten a person (however, a dog may be vicious even though it is not proven to have bitten any person); 2) in an aggressive manner, it inflicts severe injury on or kills a human being; or 3) it is previously determined to be and currently listed as a potentially dangerous dog (as determined by the Board of Directors of the Homeowners' Association or local governmental authority) and, after its owner or keeper has been notified of this determination, it continues to engage in behavior deemed potentially dangerous. For purposes of determining if a dog is "vicious", "severe injury" means any physical injury to a human being that results in muscle tears, disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

A dog shall be deemed "potentially dangerous" for purposes of this Section if, when unprovoked: 1) on two separate occasions within the prior 36-month period, it engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; 2) if it bites a person causing a less "severe injury" than as defined above; or 3) on two separate occasions within the prior 36-month period, it has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking

a domestic animal off the property of the owner or keeper of the dog; or 4) the dog has run loose or, if leashed, was not under the control of a responsible adult on two occasions.

The Homeowners' Association shall have the right to cause a dog found to be in violation of any provision of this Section to be removed from the Subdivision; provided however, the Homeowners' Association shall not be liable to any Lot Owner, invitee, or anyone occupying or visiting the Subdivision as a result of injury caused by an animal.

7.26 Sports Equipment. No basketball goal, soccer goal, volleyball net, trampoline or similar sports equipment shall be placed on any lot other than in the back yard thereof. Basketball goals, soccer goals, volleyball net(s), trampoline(s) or similar sports equipment are strictly prohibited from being placed in the front or side yard of any lot or on any driveway or street in the Subdivision.

7.27 On-Street Parking Prohibited. On-street parking is strictly prohibited unless expressly approved in advance by the Homeowners' Association; provided, however, this restriction shall not apply to the use of vehicles in the construction of any residential dwelling on any Lot in the Subdivision.

7.28 Setbacks. There shall be five (4) classifications of lots in the Subdivision – (i) Cottage lots, being of Lots 71 through 73, and Lots 85 through 106; (ii) Rowhouse lots being of Lots 74 through 80 and Lots 111 through 114; (iii) Estate lots being of Lots 107 through 110; (iv) Townhouse lots, being of Lots 37 through 70. The following setbacks shall apply to each respective lot classification:

Cottage Lots: For each Cottage lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Estate Lots: For each Estate lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Rowhouse Lots: For each Rowhouse lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Townhouse Lots: For each Townhouse lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than zero (0) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

7.29 Garage Sales. No Garage Sale or other Residential Personal Property Sale shall be held or conducted anywhere within the Subdivision without the prior written consent of the Homeowners' Association which consent may be withheld for any reason. "Garage Sale or other Residential Personal Property Sale" shall mean all general sales conducted anywhere within the Subdivision for the purpose of disposing of personal property, including, but not limited to, all sales commonly referred to as "garage", "lawn", "yard", "attic", "porch", "room", "backyard", "patio", "flea market", or "rummage" sale. The Homeowners' Association shall have the right to enact rules and regulations that govern times and places of Garage Sales or other Residential Personal Property Sales within the Subdivision, and the Homeowners' Association shall have the right to strictly prohibit all Garage Sales or other Residential Personal Property Sales within the Subdivision at all times.

7.30 Megan's Law Registrants. No person required to register with a designated registering agency pursuant to Miss. Code Ann. Section 45-33-25 (1) or any similar sex offender legislation ("Megan's Law Registrant"), may permanently or temporarily reside within the Subdivision, As used in this section "reside" means living in or possessing any portion of a Lot for more than 7 days out of any 30 consecutive-day period.

If, subsequent to the recording of this Declaration in the records of the Chancery Clerk's office of Rankin County, Mississippi, a Megan's Law Registrant resides within the Subdivision as a tenant, or under any other possessor's interest, the Lot Owner must immediately cause the person to vacate the Lot and, if the person does not vacate the Lot within 30 days of the date the Lot Owner was notified by the Association of the presence of a Megan's Law Registrant, then the Lot Owner will immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceedings within 30 days following the date the Lot Owner is so notified by the Association, or if the notified Lot Owner fails to diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction action at the Lot Owner's cost and expense. If any action seeking eviction of a Megan's Law Registrant tenant does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the tenant. In the event the Association obtains final judgment resulting in the eviction of the tenant, the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the appeal.

Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to this provision of the Declaration. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.

Any Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he is in violation of this provision must vacate the Lot within 90 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 90 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to eighty percent of the average of two independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Lot, including, without limitation, brokerage fees, of

not more than seven percent (7%) of the appraisal value, the cost of the appraisal, the realty transfer tax (based on the appraised value), and other customary and incidental selling costs not in excess of one percent (1%) of the appraised value.

The Association will not be liable to any Lot Owner or anyone occupying or visiting the Subdivision as the result of the Association's failure to dispossess a Megan's Law Registrant.

ARTICLE VIII. GENERAL PROVISIONS

8.1 Subdivision to Comply With Existing Applicable Law. The Subdivision and all Improvements to be located therein shall be constructed in compliance with the applicable zoning, storm water, and development construction ordinances duly adopted by the City of Brandon, Rankin County, Mississippi as existing on the date of filing of this Declaration. Notwithstanding anything to the contrary contained in this Article or in this Declaration, this Section 8.1 may not be amended at any time subsequent to the recording of this Declaration in the records of the Chancery Clerk of Rankin County, Mississippi.

8.2 Assignment. Any or all or the rights, powers, and obligations, easements and estate reserved by or granted to the Declarant or the Homeowners' Association may be assigned by the Declarant or the Homeowners' Association as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or Association. After such assignment, Declarant and /or the Homeowners' Association shall be relieved and release of all obligation with respect to such rights, powers, obligations, casements or estates.

8.3 Amendment. Except as provided in Sections 6.1 and 8.1 hereof, this Declaration may be amended upon the recordation of an appropriate instrument in the Rankin County Chancery Clerk's office, subject however, to the following provisions:

- i. By Owners. Except as provided herein below, an amendment initiated by any party other than Declarant must obtain the approval of at least sixty-five percent (65%) of the votes of Members; provided, however, that for as long as Declarant owns any property in the Subdivision, all amendments must include the express written consent of the Declarant.
- ii. By Declarant. This Declaration may be amended by the Declarant at any time so long as Declarant owns any property within the Traditional Neighborhood Development and upon obtaining written consent of the governing authority of the City of Brandon, Mississippi.

- iii. Duration of Amendments. Any duly adopted amendment to this Declaration shall run with and bind the property within the Subdivision for the same period and to the same extent as to the covenants and restrictions set forth herein.

8.4 Duration of Declaration. All of the covenants, restrictions, and other provisions of this Declaration shall run with and bind the property within the Subdivision for an initial term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least sixty-five percent (65%) of the votes of the Members then existing, has been recorded, agreeing to change or terminate these covenants and restrictions.

8.5 Covenants Running with the Property. All of the provisions herein shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the Declarant, the Homeowners' Association, the ARC, the Owners of the Lots, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such lot owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained herein.

8.6 Enforcement.

8.6.1 By Suit. If any Lot Owner or other person subject to these covenants shall violate or attempt to violate any of these covenants or provisions herein, the Declarant, or its successors and assigns, the Homeowners' Association, ARC, or any other person for whose benefit these covenants are made, shall have the right to prosecute any proceeding at law or in equity against the person, persons or entity violating or attempting to violate any such covenant. In such event, the Lot Owner causing or permitting the violation of these covenants shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce said covenants, including attorneys fees incurred on appeals, the amount of same to be fixed by the Court but in no event shall the attorney fees awarded be less than the actual number of hours of professional services rendered multiplied by the customary hourly rate for legal services in the community. Costs shall include all filing fees, process fees, expert fees, deposition fees and other customary costs associated with litigation. The amount of attorney fees awarded, court costs and other expenses allowed and assessed by the Court shall become a lien on the land of the violator which lien shall be subject to foreclosure in the action brought to enforce these covenants. All of the terms, covenants, and provisions set forth and contained herein shall be specifically enforceable.

8.6.2 By Power of Sale. The Declarant, the Homeowners' Association and/or the ARC is expressly given the power of sale to enforce any assessments and/or liens against the Lots and/or Owners of Lots in the Subdivision or as otherwise provided for herein.

8.7 Notice to Declarant. Any notice required or permitted to be given by this Declaration to the Declarant shall be given in writing by personal delivery or by certified mail addressed: 125 South Congress St., STE: 1308, Jackson, Mississippi 39201. Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return

receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter until changed by like notice, shall be the address of such party for all purposes of this Declaration.

8.8 Plats. In addition to this Declaration and any subsequent declarations and amendments, the Subdivision shall be subject to the additional covenants, restrictions, reservations and other terms and provisions as set forth in the plats of portions of the Traditional Neighborhood Development, which are recorded or to be recorded in the Chancery Clerk's office of Rankin County. Further, each Owner must abide by all applicable laws, regulations and ordinances of the federal government, the City of Brandon, the Rankin County and the State of Mississippi.

8.9 Other Provisions. The Declarant and the Homeowners' Association reserve the right and authority to promulgate and enforce safety and welfare rules and regulations in the Subdivision. The Declarant, its officers, directors, owners, members, employees, affiliates, successors or assigns assume no responsibility or liability for any accidents, illness, drowning, or any damages of any kind or character occurring or suffered by any person in the Subdivision. Notwithstanding anything herein to the contrary, any Lot or portion thereof may be temporarily used by the Declarant for the purpose of laying out and constructing streets in the Subdivision without being liable to any Lot Owner for damages in connection therewith.

8.10 Gender and Number. The use of the singular herein include the plural, and the use of any gender shall include all genders.

8.11 Severability. Invalidity of any of the covenants or restrictions contained herein by judgment of court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

8.12 Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

8.13 Effective Date. This Declaration shall become effective upon its recordation in the office of the Chancery Clerk of Rankin County, Mississippi.

ARTICLE IX LEASE AND RENTALS

9.01 Cap on Leases and Rentals in Single Phases of Hyde Park Subdivision. Not more than 25% of the gross total number of single family residential units within this Phase of Hyde Park Subdivision, or any other single phase of Hyde Park platted hereafter, may be rented for any reason. For any lease, no part or portion of a Lot or dwelling (as distinguished from the entire Lot or dwelling) shall be leased for any period. The entire dwelling and all the improvements on the Lots must be leased and then only for a minimum term of twelve (12) months, except as otherwise provided herein. Any owner or tenant of any lot or dwelling who shall lease or rent such lot or dwelling shall promptly following execution of a lease agreement, or upon the request in writing of the Board of Directors of the Homeowners' Association, forward a conformed copy of such rental agreement to the Board of Directors of the Homeowners' Association and an additional conformed copy to the Management Agent of the Homeowners' Association, if any.

9.02 Time Sharing Prohibited. No Lots or dwellings shall be leased or rented under any time-sharing, time interval, or right-to-use programs.

9.03 Association Approval of Leases and Rental Agreements Required. Any and all lease agreements shall be in writing and must be submitted to the Homeowners' Association. Any such agreements shall contain, or shall be deemed to contain, a provision to the effect that the rights of the tenant to use and occupy the dwelling shall be subject and subordinate in all respects to the provisions of this Declaration to the Bylaws of the Homeowners' Association and to such reasonable Neighborhood Rules as the Board of Directors from time to time may duly adopt and promulgate among the Members. Such lease agreement shall further provide that any failure by the tenant to comply with any of the same shall be a default under the lease agreement.

9.04 Residential Home Builders. Residential Home Builders that own a Lot are granted an allowance for "cover leases" within the first 36 months after the issuance of certificate of occupancy is issued for a residential home within Hyde Park Subdivision for up to 36 months. By the terms hereof, a "cover lease" is a lease by the Residential Home Builder to enable them to place its newly-built residential homes within Hyde Park Subdivision for lease to provide "cover" for the Residential Home Builder if the house is on the market for a greater than anticipated or expected period of time before sale.

9.05 Lease Purchase Exception. Notwithstanding any provision to the contrary herein, an allowance or exception to this Article IX is granted for true lease-purchases, whereby the purchaser and owner are required to close on the purchase of the Lot and dwelling house within a certain set period of time, not to exceed three years after the inception of the lease-purchase agreement, and at least 5% of each lease payment is applied as a credit against the purchase price, and the lessee, in addition to lessor, is liable for compliance.

9.06 Immediate Family Exception. The prohibitions of this Article IX shall not be interpreted or construed to prevent the use and occupancy of a dwelling by a member of an

Owner's immediate family, related by blood or marriage, during a term of limited duration when the Owner is away for an extended period of time but is expected to return.

9.07 Article IX Amendment Prohibition. The provisions for amendment of this Declaration notwithstanding, this Article IX, Sections 9.01 – 9.07 may be amended by the Declarant in accordance with these covenants, however they may not be amended without the written consent of the governing authority of the City of Brandon, Mississippi."

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this the _____ day of _____, 2025.

HEARTLAND DEVELOPMENT COMPANY, LLC

By: _____
Edwin Sallis, Vice President

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named Edwin Sallis, who acknowledged to me that he is the Vice President of HEARTLAND DEVELOPMEN COMPANY, LLC, and who acknowledged that he signed and delivered the above and foregoing instrument on the date and year therein mentioned, for and on behalf of said corporation after first having been duly authorized so to do.

GIVEN under my hand and official seal, this the _____ day of October, 2025.

NOTARY PUBLIC

My Commission Expires:

Exhibit 1

A tract or parcel of land containing **15.43 acres**, more or less, lying and being situated in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Beginning at a found $\frac{1}{2}$ inch iron pin marking the Northeast corner of the Yelverton property as recorded in Deed Book 2007, Pages 7033-7034 in the Office of the Chancery Clerk of Rankin County and being 1,720.93 feet, South 34 degrees 29 minutes 45 seconds East of a found 2 inch iron bar marking the Northwest corner of said Section 27; run thence

North 88 degrees 56 minutes 05 seconds East along the South line of the BSR, LLC property as recorded in Deed Book 2022, Pages 8288-8291 in the Office of the Chancery Clerk of Rankin County to a found $\frac{1}{2}$ inch iron pin marking the Southerly right of way of Mississippi Highway 18; thence

Continue Southeasterly along said Southerly right of way of Mississippi Highway 18 as follows:

South 64 degrees 16 minutes 50 seconds East for a distance of 374.58 feet to a found concrete monument; thence

South 27 degrees 40 minutes 04 seconds West for a distance of 12.73 feet to a found concrete monument; thence

Southeasterly along the arc of a curve to the right for a distance of 247.80 feet, said curve having a radius of 2,706.69 feet, and a deflection angle of 5 degrees 14 minutes 44 seconds, (chord bearing and distance, South 61 degrees 47 minutes 46 seconds East, 247.72 feet) to a found concrete monument; thence

North 31 degrees 39 minutes 35 seconds East for a distance of 13.54 feet to a found concrete monument; thence

Southeasterly along the arc of a curve to the right for a distance of 233.13 feet, said curve having a radius of 2,719.82 feet, and a deflection angle of 4 degrees 54 minutes 40 seconds, (chord bearing and distance, South 56 degrees 20 minutes 18 seconds East, 233.06 feet) to a found $\frac{1}{2}$ inch iron pin marking the Northwest corner of the Rankin County School District property as recorded in Deed Book 1030, Page 183 in the Office of the Chancery Clerk of Rankin County; thence

Leaving said Southerly right of way of Mississippi Highway 18; run thence

South 1 degree 10 minutes 19 seconds East along the West line of said Rankin County School District property and a fence, more or less, for a distance of 354.40 feet to a found $\frac{1}{2}$ inch iron pin at a fence corner; thence

South 00 degrees 21 minutes 26 seconds East along the West line of said Rankin County School District property and a fence, more or less, for a distance of 414.74 feet to a found ½ inch iron pin near a fence corner, marking the North line of the Holyfield Family Limited Partnership property as recorded in Deed Book 858, Pages 415-417 in the Office of the Chancery Clerk of Rankin County; thence

South 89 degrees 49 minutes 36 seconds West along said North line of the Holyfield Family Limited Partnership property for a distance of 604.19 feet to a found ½ inch iron pin marking the East line of the Puckett property as recorded in Deed Book 2018, Page 20752 in the Office of the Chancery Clerk of Rankin County; thence

North 00 degrees 15 minutes 58 seconds East along said East line of the Puckett property and a fence, more or less, for a distance of 338.12 feet to a set ½ inch iron pin; thence

South 89 degrees 44 minutes 02 seconds East for a distance of 155.66 feet to a found ½ inch iron pin; thence

South 9 degrees 01 minute 11 seconds East for a distance of 118.60 feet to a set ½ inch iron pin; thence

Southeasterly along the arc of a curve to the right for a distance of 56.36 feet, said curve having a radius of 50.00 feet, and a deflection angle of 64 degrees 34 minutes 55 seconds, (chord bearing and distance, South 51 degrees 56 minutes 08 seconds East, 53.42 feet) to a set ½ inch iron pin; thence

Southeasterly along the arc of a curve to the left for a distance of 30.77 feet, said curve having a radius of 25.00 feet, and a deflection angle of 70 degrees 31 minutes 44 seconds, (chord bearing and distance, South 54 degrees 54 minutes 32 seconds East, 28.87 feet) to a set ½ inch iron pin; thence

North 89 degrees 49 minutes 36 seconds East for a distance of 140.74 feet to a set ½ inch iron pin; thence

Northeasterly along the arc of a curve to the left for a distance of 79.06 feet, said curve having a radius of 50.00 feet, and a deflection angle of 90 degrees 35 minutes 28 seconds, (chord bearing and distance, North 44 degrees 31 minutes 52 seconds East, 71.07 feet) to a set ½ inch iron pin; thence

North 00 degrees 45 minutes 52 seconds West for a distance of 259.51 feet to a set ½ inch iron pin; thence

North 45 degrees 27 minutes 33 seconds West for a distance of 19.24 feet to a set ½ inch iron pin; thence

West for a distance of 444.10 feet to a set ½ inch iron pin; thence

Northwesterly along the arc of a curve to the right for a distance of 162.30 feet, said curve having a radius of 103.00 feet, and a deflection angle of 90 degrees 19 minutes 00 seconds, (chord bearing and distance, North 44 degrees 51 minutes 30 seconds West, 146.02 feet) to a set ½ inch iron pin; thence

North 00 degrees 17 minutes 00 seconds East for a distance of 15.79 feet to a set ½ inch iron pin; thence

South 89 degrees 43 minutes 00 seconds East for a distance of 26.00 feet to a set ½ inch iron pin; thence

North 45 degrees 17 minutes 00 seconds East for a distance of 19.09 feet to a set ½ inch iron pin; thence

North 15 degrees 22 minutes 13 seconds East for a distance of 51.79 feet to a set ½ inch iron pin; thence

North 44 degrees 46 minutes 58 seconds West for a distance of 21.24 feet to a set ½ inch iron pin; thence

South 88 degrees 35 minutes 23 seconds West for a distance of 50.02 feet to a set ½ inch iron pin; thence

Southwesterly along the arc of a curve to the right for a distance of 21.23 feet, said curve having a radius of 13.50 feet, and a deflection angle of 90 degrees 05 minutes 32 seconds, (chord bearing and distance, South 45 degrees 14 minutes 14 seconds West, 19.11 feet) to a set ½ inch iron pin; thence

North 89 degrees 43 minutes 00 seconds West for a distance of 71.24 feet to a set ½ inch iron pin; thence

Northwesterly along the arc of a curve to the right for a distance of 23.50 feet, said curve having a radius of 15.00 feet, and a deflection angle of 89 degrees 46 minutes 28 seconds, (chord bearing and distance, North 44 degrees 49 minutes 46 seconds West, 21.17 feet) to a set ½ inch iron pin; thence

North 00 degrees 03 minutes 28 seconds East for a distance of 56.74 feet to a set ½ inch iron pin; thence

South 85 degrees 24 minutes 51 seconds West for a distance of 50.16 feet to a set ½ inch iron pin; thence

South 44 degrees 17 minutes 55 seconds West for a distance of 21.49 feet to a set ½ inch iron pin; thence

South 88 degrees 32 minutes 23 seconds West for a distance of 77.30 feet to a set ½ inch iron pin; thence

North 51 degrees 51 minutes 20 seconds West for a distance of 22.40 feet to a set ½ inch iron pin; thence

South 85 degrees 07 minutes 33 seconds West for a distance of 26.11 feet to a set ½ inch iron pin; thence

North 00 degrees 27 minutes 37 seconds East for a distance of 107.34 feet to a found ½ inch iron pin marking the Southeast corner of said Yelverton property; thence

North 00 degrees 27 minutes 37 seconds East along the East line of said Yelverton property for a distance of 327.02 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

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

HYDE PARK PHASE 1

THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RISTRCTIONS (the "Declaration") is made and executed this the ____ day of
_____ 2024 by Heartland Development Company, LLC, its successors and assigns (the
"Declarant").

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property located in the City of
Brandon, Rankin County, Mississippi, whereupon Declarant wishes to create and carry out an
orderly and uniform plan of development for the real property described herein above and is
developing said real property as a Traditional Neighborhood Development called Hyde Park (the
"Traditional Neighborhood Development") and said Traditional Neighborhood Development shall
replace any prior Traditional Neighborhood Developments for said real property; an

WHEREAS, as part of the Traditional Neighborhood Development, the Declarant wishes to
create and carry out an orderly and uniform plan of development for the following described real
property as a residential subdivision (the "Subdivision"), to wit:

[SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 1].

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property
values, amenities and opportunities within the Subdivision in order to contribute to the personal
and general health, safety and welfare of the property owners and residents therein, and to maintain
the land and improvements there in, and to this end wishes to subject the Subdivision to the
covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions
hereinafter set forth; and

WHEREAS, the Declarant deems it necessary and desirable that all real property within the
Subdivision and any and all improvements erected thereon, whether by Declarant or any other
owner or builder, shall comply with the covenants, conditions and restrictions contained herein
and any other covenants which might be imposed in the future, in accordance with the terms hereof,
on any portion of the property covered herein and any property which might later be included
through expansion; and

WHEREAS, the purpose of such covenants, conditions and restrictions is to enhance the
beauty of the surroundings; to insure the proper development and use of each building site; to
protect the owner or occupant of each site, present or future, against improper development and
use of other sites that will depreciate the value of his or her site; to prevent the erection in the
Subdivision of structures which are of unsuitable design or improper materials and not in harmony

with the theme and design of the Subdivision; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of common areas in the Subdivision and any improvements thereon; and, in general, to provide for a high quality of improvement within the Subdivision in accordance with the orderly development plans; and

WHEREAS, the Declarant deems it necessary and desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a Homeowners' Association which can and shall be delegated and assigned the powers and duties of owning, maintaining and administering the Common Property now designated and any other areas which may in the future be designated as such, and to administer and enforce the covenants and restrictions herein, and to collect and disburse the charges and assessments hereinafter specified.

WHEREAS, the Declarant deems it necessary and desirable to create an Architectural Review Committee for the purposes hereinafter specified.

NOW THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the above described real property, and shall be a benefit and a burden to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the subject real property and any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns and does hereby declare that the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Protective Covenants, Conditions and Restrictions for Hyde Park Phase 1.

ARTICLE I. **DEFINITIONS**

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Committee" or "ARC" shall mean and refer to that permanent committee created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Subdivision.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Hyde Park Homeowners' Association, Inc., as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Homeowners' Association from time to time, against Owners and Lots subject to the terms and conditions set forth herein.

1.4 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Hyde Park Homeowners' Association, Inc., as applicable.

1.5 "By-Laws" shall mean and refer to the By-Laws of the Hyde Park Homeowners'

Association, Inc., as applicable.

1.6 "City" shall mean and refer to the City of Brandon, Mississippi

1.7 "Common Expenses" shall mean and refer to all expenses incurred by the Homeowners' Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 "Common Property" shall mean and refer to all portions of the Subdivision which are intended for the common use and enjoyment of the Owners and which are identified and dedicated to the Homeowners' Association on any recorded subdivision plats of the Subdivision, or conveyed to the Homeowners' Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the County.

1.9 "County" shall mean and refer to Rankin County, Mississippi.

1.10 "Declarant" shall mean and refer to Heartland Development Company, LLC, a Mississippi limited liability company, and its successors, agents and assigns.

1.11 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as the same may be amended from time to time.

1.12 "Homeowners' Association" or "Hyde Park Homeowners' Association" shall mean and refer to the Hyde Park Homeowners' Association, Inc., a Mississippi non-profit corporation created to govern and for the purpose of providing maintenance services, owning, and managing Common Areas in the Subdivision.

1.13 "Hyde Park" shall mean and refer to the Traditional Neighborhood Development, which is located in the City of Brandon, Rankin County, Mississippi, and has been approved by the City.

1.14 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall sign, paving, grading, parking, building addition, pool, alteration, screen enclosure, sewer, drainage, disposal system, satellite dishes, antennas, electronic and other signaling devices, decorative building, landscaping or landscape (including existing and planted trees and shrubbery) or objects.

1.15 "Lot" shall mean any single-family lot located within the areas of the Subdivision as shown in the Subdivision Plan or any amendment thereto.

1.16 "Member" shall mean and refer to Owners and the Declarant. Declarant shall be a member of the Homeowners' Association from and after the date of recordation of this Declaration.

1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or

entities, of the fee simple title to any Lot, except for Declarant, but specifically excluding any mortgagee, unless and until such mortgagee has reacquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.18 "Street" shall mean and refer to any street, highway or other thoroughfare which is within the Subdivision.

1.19 "Subdivision" shall mean and refer to the residential subdivision to be known as Hyde Park, whether developed in single or multiple parts or phases, located in the Traditional Neighborhood Development.

1.20 "Subdivision Plan" shall mean the proposed general plan of development of Hyde Park. For so long as Declarant owns any property within the Traditional Neighborhood Development, Declarant expressly reserves the right to (i) amend the Subdivision Plan or change the configuration of Lots or the number of Lots, ii) to change the mix of Lot type within the Subdivision, and/or (iii) increase or decrease the Common Property in its sole and absolute discretion without the approval of or by any Owners other than Declarant.

1.21 "Traditional Neighborhood Development" shall mean and refer to that certain Traditional Neighborhood Development project, which is located in the City of Brandon, Rankin County, Mississippi and as defined within the "Brandon, Mississippi Zoning Ordinance" and as approved by the City.

ARTICLE II.

HOMEOWNER'S ASSOCIATION

2.1 Formation Homeowners' Association. At any time subsequent to the recording of this Declaration, Declarant may cause the Hyde Park Homeowners' Association, Inc. to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Mississippi. The Homeowners' Association shall be formed (i) to operate, maintain and ultimately own the Common Property, (ii) to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration, and (iii) for the enforcement of the rules and regulations promulgated by the Homeowners' Association. The Homeowners' Association shall have such other specified rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Homeowners' Association.

2.2 Membership. Upon the acquisition of a Lot, each Owner shall automatically become a member of the Homeowners' Association and shall be bound by the terms and conditions contained herein, the Articles of Incorporation and the By-Laws of the Homeowners' Association, and such rules and regulations as may be promulgated and adopted by the Homeowners' Association under such articles and by-laws. Each Owner shall remain a member of the Homeowners' Association for so long as such Owner remains the Owner of the Lot. Such membership shall be an inseparable appurtenance to and shall pass with title to each Lot, and shall be mandatory and may not be terminated by any Owner. No person or entity who holds any type of interest whatsoever in a Lot as security for their performance of any obligation may be appointed as a Member of the Homeowners' Association. Except as to the Declarant and as otherwise

provided herein or in its By-Laws, the Homeowners' Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.

2.3 Voting. The right and privileges of membership, including the right to vote and to hold office in the Homeowners' Association may be exercised by a Member, a Member's spouse or by proxy, but in no event shall more than one vote be cast for each Lot, except as otherwise provided herein. When more than one (1) person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary of the Homeowners' Association in writing prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one (1) person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one (1) vote, except that any Lots owned by the Declarant shall be entitled to ten (10) votes; provided, however, that in the event Declarant owns a Lot and resides in the Improvements located thereon, Declarant shall only be entitled to one (1) vote for such Lot.

2.4 Rules and Regulations. Subject to the limitations set forth herein, the Homeowners' Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions stated herein and in its By-Laws.

2.5 Administration of the Homeowners' Association. The affairs of the Homeowners' Association shall be administered by its Board of Directors in accordance with this Declaration, its Articles of Incorporation and its By-Laws. Any such Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the right of Declarant, without Declarant's prior written approval. The By-Laws of the Homeowners' Association shall set the number of members and determine the qualifications for membership on its Board of Directors.

2.6 Suspension of Membership Rights. No Member, except Declarant, shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Homeowners' Association or any right, interest, privilege which may be transferable, or which shall continue after the Member's membership in the Homeowners' Association ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Homeowners' Association. All such determinations shall be made by a majority of the Board of Directors of the Homeowners' Association. While not in good standing, the Member shall not be entitled to vote or exercise any right or privilege of membership of the Homeowners' Association. Notwithstanding the foregoing, the Board of Directors of the Homeowners' Association shall not have the power to declare that the Declarant is not in good standing or suspend or limit in anyway the right of Declarant to vote or exercise any right or privilege of membership.

2.7 Control by Declarant. Notwithstanding the foregoing, the initial members of the Board of Directors of the Homeowners' Association shall be appointed by the Declarant. The Declarant shall remain on the Board of Directors of the Homeowners' Association until the Declarant's resignation. Further, so long as the Declarant owns any Lot in the Subdivision,

Declarant shall have the right, but not the obligation, in its sole and exclusive discretion, to remove and replace any or all members of the Board of Directors at any time the Declarant should determine, in its sole discretion, that the Homeowners' Association has failed to either diligently prosecute any of its duties and obligations or enforce the protective covenants set forth hereunder. In the event that Declarant shall enter into any contracts or other agreements for the benefit of the Owners and/or the Homeowners' Association, the Declarant may, at its option, assign its obligations under the agreements to the Homeowners' Association, and in such event, the Homeowners' Association shall be required to accept such obligations.

2.8 Declarant's Right to Perform Duties of Homeowners' Association. Prior to the actual organization of the Homeowners' Association contemplated by the terms herein, Declarant shall have the right, at its option, to perform the duties and/or assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Homeowners' Association in the same way and in the same manner as though all such powers and duties were herein given to Declarant directly. Declarant shall also have the right to modify, amend, repeal, and / or change any of the terms herein prior to the actual organization of such Homeowners' Association.

ARTICLE III. COMMON PROPERTY

3.1 Common Property. The Common Property is intended for the use and enjoyment of the Owners and their guests and invitees. Title to the Common Property may be conveyed to the Homeowners' Association by the Declarant at any time subsequent to the filing of the final plat of each portion of the Subdivision in the Chancery Records of Rankin County, Mississippi. The Homeowners' Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property, from and after the date of conveyance of fee title to such Common Property to the Homeowners' Association.

3.2 Maintenance of Common Property. The Homeowners' Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property, including the performance of obligations which may be placed upon the Common Property by applicable regulatory agencies. This maintenance obligation shall commence upon the conveyance to the Homeowners' Association of fee title to the Common Property. Specifically, the property the Homeowners' Association shall maintain and be responsible for shall include, but not be limited to the following:

- i. Security Facilities. Such security systems, guardhouses, and other security facilities which shall be operated and maintained for the benefit of the Lots within the Subdivision.
- ii. Surface Waters. Any surface water management system, which shall be maintained as required by regulatory agencies.

- iii. Landscaping. All landscaping of the Common Property including, without limitation, all sodding, irrigation, and the planting and care of trees and shrubbery. Although not included within the general definition of " Common Property", said irrigation system shall include the water withdrawal surface pump, and transmission lines.
- iv. Signs and Entry Monuments. All signs and entry monuments located on the Common Property.
- v. Fences. All fencing located on the Common Property and all perimeter fencing for which the Homeowners' Association holds an easement for construction and maintenance.
- vi. Contracts. Declarant, its affiliates, successors or assigns, may be the management agent for the Homeowners' Association, and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Declarant may deem necessary in order to maintain the Common Property. No agreement between the Homeowners' Association and Declarant, its successors or assigns shall be held invalid solely for the reason that at the time of entering into the agreement, employees, officers or agents of the Declarant or its affiliates, successors or assigns are officers, directors and/or employees of the Homeowners' Association.

3.3 Rules and Regulations Governing Use of the Common Property. The Homeowners' Association, through its Board of Directors, shall regulate the use of Common Property by its Members and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members.

3.4 Owners Easement. Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Lot. The rights and easement of enjoyment created hereby shall be subject to the following:

- i. Borrowing and Mortgaging. The right of Declarant and/or the Homeowners' Association to borrow money for the purpose of improving any Common Property and in connection therewith, to mortgage any Common Property, subject to such conditions as may be agreed to by the Members. Any such loan or mortgage shall be approved in advance in writing by the Declarant during such time the Declarant owns any property within the Subdivision.
- ii. Protection of Common Property. The right of Declarant and the Homeowners' Association to take such steps as are reasonably necessary to protect the Common Property and, in connection therewith, to mortgage the Common Property.
- iii. Suspension. The right of the Homeowners' Association to suspend the enjoyment rights and casement of any Owner, except Declarant, for any period during which an

Assessment remains unpaid by the Owner, and for any period during which the Owners is in violation of this Declaration.

- iv. Maintenance. The right of the Homeowners' Association to properly maintain the Common Property.
- v. Standards of Conduct. The rules and regulations covering the use and enjoyments of the Common Property, as promulgated by the Homeowners' Association, as the same may be amended from time to time.
- vi. Restrictions of Record. Restrictions contained on any plat, or other instrument filed separately, with respect to all or any portion of the Subdivision.
- vii. Constituent Documents. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Homeowners' Association.
- viii. Dedication or Transfer. The right of the Homeowners' Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that any such dedication or transfer is approved in advance in writing by the Declarant during such time the Declarant owns any property within the Subdivision.
- ix. Easements. The right of the Declarant to dedicate non exclusive mutual access and utility easements across the Common Property to other properties of the Subdivision.

For as long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate sales of property throughout the Subdivision, including but not limited to, the right to maintain office(s) in locations(s) to be selected by Declarant, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the Subdivision and sale of properties throughout the Subdivision, to post and display a sign or signs on any Lots owned by Declarant or the Common Property, and to use the Common Property to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within the Subdivision shall not be considered Common Property and shall remain the property of the Declarant.

ARTICLE IV. **ASSESSMENTS**

4.1 Creation of Assessments. There is hereby created a lien in favor of the Homeowners' Association against each Lot in the Subdivision. By acceptance of a deed, the Owner of each Lot in the Subdivision, other than the Declarant, hereby agrees to pay to the Homeowners' Association the maintenance assessments or charges fixed or established from time to time. Such owner of a Lot in the Subdivision agrees that the assessment of fees, together with such interest thereon and costs of collection thereof, shall be a continuing lien upon each Lot when said

assessment is made, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant or Homeowners' Association (as the case may be). Said assessment, together with costs of collection and interest at the legal rate on any past due amounts, shall also be a personal obligation of the Lot Owner. By an owner's acceptance of the deed or other instrument of conveyance for such Owner's Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay the Homeowners' Association annual assessments and special assessments for capital improvements as may be created and set by the Homeowners' Association. Once created and set by the Homeowners' Association, annual assessments shall be due and payable to the Homeowners' Association by the Owner of each Lot in the Subdivision and shall be payable in two (2) equal semi-annual payments, due in advance on the first day of January and the first day of July of each year. The Declarant is expressly exempted from any payment obligation for such annual and/or special assessments created herein. Each Lot Owner or Lot purchaser, upon the purchase of such Lot, shall immediately notify the Homeowners' Association of such Owner's name and address, and pay an initial membership fee set by the Homeowners' Association. Upon a transfer of title to a Lot, the grantor and grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Homeowners' Association, and/or its Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

4.2 Declarant's Obligation for Assessments. So long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant, any such property and/or Lots owned by Declarant shall be exempt from any assessments of any association that may be established pursuant to this Declaration.

4.3 Builder's Obligation for Assessments. Newly constructed vacant homes are exempt from any assessments pursuant to this Declaration.

4.4 Remedies for Non-Payment of Assessments. Any Assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Homeowners' Association, or if not set by the Board of Directors, at the legal rate, together with such late fee as may be set by the Board. The Homeowners' Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Additionally, the Homeowners' Association may, at its option, sue and obtain a personal judgment against an Owner who has not paid any assessments made hereunder for the sums due and owing the Homeowners' Association in a court of competent jurisdiction. Election by the Homeowners' Association of any one of the above remedies shall not preclude, or in any way limit, the Homeowners' Association's rights to utilize any other remedy available to the Homeowners' Association hereunder or in equity or at law. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Homeowners' Association, then, and in that event, the Homeowners' Association shall collect on such judgment in such manner and

to the extent provided and permitted by the laws of the State of Mississippi. The Homeowners' Association's lien may be foreclosed in like manner as a Deed of Trust on real estate under power of sale under the Mississippi Code of 1972 (as amended). Unless otherwise determined by the Homeowners' Association, the registered agent of the Homeowners' Association shall be the trustee for all purposes of the foreclosure proceeding, and the Homeowners' Association shall have the power to appoint a substitute trustee if for any reason the Homeowners' Association desires to replace the trustee, and the substitute trustee shall succeed to all rights, powers and duties thereof. Further, the Homeowners' Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments.

ARTICLE V.

MAINTENANCE OF PROPERTY

5.1 Owner Responsibilities: Lots. The Owner of any Lot shall be responsible for all maintenance and repair of such Lot, including, without limitation, the Improvements located thereon. If any Improvements are damaged by casualty, the Owner must immediately clear the site of such casualty. If reconstructed, the reconstruction must be in accordance with the original plans and specifications of the Improvements, or if not, then according to plans and specifications approved by the Architectural Review Committee.

5.2 Homeowners' Association Responsibilities. The Homeowners' Association shall be responsible for the maintenance of all Common Property, pursuant to the terms of this Declaration.

5.3 Individual Assessment. Notwithstanding anything contained in this section to the contrary, the expense of any maintenance, repair or reconstruction of any portion of the Common Property, or any other property to be maintained by the Homeowners' Association necessitated solely by the negligent or willful act of any Owner or his invitees, licensees, family or guests shall be borne solely by such Owner, and his Lot shall be subject to an assessment for such expense by the Homeowners' Association. No Owner shall have the right to repair, alter, add to, replace, paint or in any other way maintain the Common Property, or any other property to be maintained by the Homeowners' Association.

ARTICLE VI.

ARCHITECTURAL AND LANDSCAPING CONTROLS

6.1 Architectural Review Committee. An Architectural Review Committee (the "ARC") shall have the right of absolute architectural control over any and all improvements in the Subdivision. The Declarant shall have the sole and absolute right in its exclusive discretion to appoint, remove and/or replace any and all members of the ARC until the earlier of (i) the construction of a residential dwelling on every Lot in the Subdivision in accordance with this Declaration, or (ii) the express transfer in writing of such authority to the Homeowners' Association by the Declarant, at which time the ARC shall become a permanent committee of the Homeowners' Association. The intent of this Section 6.1 is to permit the ARC and its successors to control the compatibility of architectural design of improvements in the Subdivision, to control

the heated and cooled square footage of improvements, prevent the erection of structures built of improper materials, prevent the use of unattractive colors, encourage the erection of attractive improvements properly situated on lots and prevent haphazard and/or inharmonious improvements, all for the benefit of all owners in the Subdivision. In order to effect the intent of this Section 6.1, no improvements of any nature or character shall be erected nor any erection thereof begun, nor shall any changes be made in the exterior design or color thereof after the original construction, until such site, paint, materials, landscaping, fencing and house or outbuilding plans and specifications have been reviewed and approved by the ARC, such review and approval or disapproval to be given within a reasonable time after submission. In the event such site, paint, materials, landscaping, fencing and/or plans and specifications are disapproved by the ARC, no construction shall be started until such site, paint, materials, landscaping, and plans and specifications have been made to conform to the requirements of the ARC. This architectural control authority of the ARC shall be absolute, but in no case will such architectural approval be unreasonably or arbitrarily withheld. Notwithstanding anything to the contrary contained in this Declaration, this Section 6.1 may not be amended at any time subsequent to the recording of this Declaration in the records of the Chancery Clerk of Rankin County, Mississippi.

6.2 Modification of Setbacks. The ARC shall have the right, in its sole discretion, upon the submission of satisfactory evidence of a compelling need, to change and modify any setbacks applicable to the Lots in the subdivision; provided, however in no event shall any such setback be less than the minimum setbacks applicable to the Lots in the Subdivision pursuant to the duly adopted ordinances of the City of Brandon, Rankin County, Mississippi.

6.3 Failure to Comply With ARC. By an Owner's acceptance of the deed or other instrument of conveyance for such Owner's Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree that a suit for damages for failure to comply with any decision or mandate made of the ARC would cause irreparable injury to the Subdivision. Therefore, the owner of each Lot in the Subdivision hereby covenants and agrees that in the event of the Owner's refusal to comply with any decision or mandate of the ARC, the ARC shall have the right, in addition to any other rights or remedies available at law or equity, to obtain injunctive relief against the Owner by any court of competent jurisdiction having the authority to grant such relief, and that if the ARC is required to seek enforcement of any of its decisions or mandates against an owner, such Owner shall be liable for all costs incurred by the ARC therein, including reasonable attorney's fees, and shall immediately pay the same on demand. All costs and fees described in this Section 6.3 shall constitute a lien against said owner's lot until said costs and fees are paid in full.

6.4 Declarant Exemption. Anything contained herein to the contrary notwithstanding, any Improvements of any nature made or to be made by the Declarant, including, without limitation, Improvements made or to be made to any common property within the Traditional Neighborhood Development, shall not be subject to the review of the ARC.

6.5 Fees and Consultants. The ARC may adopt a schedule of reasonable fees for processing request for approval. Such fees, if any, shall be payable to the ARC at the time that the plans and specifications and other documents are submitted to the ARC. The payment of such fees, as well as other expenses of the ARC required to be paid, shall be deemed to be an assessment, enforceable against the Owner and the Lot as provided hereinabove. The ARC expressly reserved

the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing or purposes of assisting the ARC, in its review of any plans or specifications, and the cost of such consulting services shall be the responsibility of the respective applicant or Owner of the Lot.

6.6 Indemnity. Neither the Declarant, the directors or officers of the Homeowners' Association, the members of the ARC nor any person acting on behalf of any of them, shall be liable for any cost of damage incurred by any Owner or any other party whatsoever, due to any mistake in judgment, negligence or any action of the ARC in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within the Subdivision agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Homeowners' Association, or the members of the ARC in connection with the approval or disapproval of plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE VII.

RESTRICTIONS AND REQUIREMENTS

7.1 Minimum Building Site. The minimum land area upon which any single-family residence may be constructed shall be one (1) Lot.

7.2 Roofing; Vinyl Siding. All roofing used on any dwelling in the Subdivision shall be architectural grade or better, the color thereof to be approved in advance by the ARC. Main roof pitch must be per the Traditional Neighborhood Development requirements and approved in advance by the ARC. The use of vinyl siding on the exterior of any structure in the Subdivision is in the sole and absolute discretion of the ARC.

7.3 Sidewalks. The Owner of each Lot in the Subdivision, at his sole cost, shall construct and maintain in good condition a sidewalk five (5) feet in width in accordance with all specifications and plans established by the ARC, along and parallel to the entire length of that portion of the public street or streets which abuts the Lot, and as provided in the specifications and plans of the Subdivision. All sidewalks shall be as level, from side to side, as reasonably possible. In the event a Lot Owner fails to comply, the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be, in correcting or repairing any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.3 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case

may be). Each Owner of a Lot hereby expressly grants the public a non-exclusive, perpetual easement to use the sidewalk over and across their Lot.

7.4 Fencing. No fence of any type shall be placed or constructed upon any Lot in the Subdivision until the plans for such fence have been submitted to and approved by the ARC. The submission to the ARC must be a detailed plan for a "Good Neighbor" fence facing the street side with cross including, without limitation, the location, materials, height, design, character, and color of each and every component of such fence. In the event a Lot Owner fails to comply with this Section 7.4, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repainting any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.4 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be). Notwithstanding the foregoing, the use of chain link, cyclone or any similar type fencing is strictly prohibited.

7.5 Garages. Each dwelling house constructed on any Lot in the Subdivision shall have an attached garage per the Traditional Neighborhood Development requirements and approved in advance by the ARC.

7.6 Landscaping. The ARC must approve, in advance, all landscaping plans for all property within the Subdivision, including Lots. Should any hedge, shrub, tree or flower or other planting be so placed or afterward grow, on any Lot in the Subdivision so as to encroach upon any adjoining Lot, such hedge, shrub, tree or flower or other planting shall be promptly removed or pruned by the Lot Owner upon the request of the adjoining Lot Owner, so as to terminate the encroachment. Prior to occupancy of any dwelling house on a Lot in the Subdivision, the Lot Owner shall have complied with and completed the landscaping plan approved by the ARC, which landscaping plan shall require, at a minimum, that each lot shall (i) be sodded over and across the entire front and side yards; and i) have ample plantings and landscaping in the front yard and at the entrance to the dwelling. No unsightly plantings shall be allowed, as an emphasis shall be placed on the use of high quality landscaping and planting materials throughout the Subdivision.

7.7 Accessory Buildings. No accessory building of any kind will be permitted on any Lot without the prior written approval of the ARC.

7.8 Commencement of Construction. Unless expressly waived in writing by the Declarant, construction of the residential dwelling must commence within six (6) months and be completed within twelve (12) months subsequent to the date the Declarant closes the sale of the Lot to the initial owner thereof. If any Lot Owner shall fail to comply with the construction requirement of this Section 7.8, the Declarant shall have the right, but not the obligation, to re-

purchase the Lot at a price equal to eighty percent (80%) of the original Lot sales price. Until construction of a residence commences on a Lot in the Subdivision, the Declarant, the Homeowners' Association or the ARC (as the case may be), without notice and in its discretion may mow the subject Lot, and have dead trees and debris removed therefrom, and the Owner of such Lot shall immediately, on demand, pay the Declarant, the Homeowners' Association or the ARC (as the case may be), any and all costs and/or fees, plus administrative fees of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association or the ARC (as the case may be) for doing so. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association or the ARC (as the case may be) pursuant to this Section 7.9 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.9 Construction Debris. During the construction process, all debris, scrap, waste or similar materials shall be disposed of properly by the Lot Owner and no such debris, scrap waste or similar material shall be placed or deposited on any other Lot or property in the Subdivision. All construction vehicles, builders, contractors, subcontractors and their respective employees and representatives shall at all times use the designated construction entrance for purposes of ingress and egress during all phases of construction of any improvements in the Subdivision. In the event a Lot Owner fails to comply with this Section 7.9, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any non conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and / or the ARC (as the case may be) pursuant to this Section 7.9 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.10 Compliance With Environmental Permits. Each Lot Owner hereby covenants and agrees to fully and completely comply with any and all plans submitted by and environmental permits issued to Declarant in connection with the construction and development of the Subdivision, including without limitation the Storm Water Pollution Prevention Plan (SWPPP) for the Mississippi Department of Environmental Quality (MDEQ) as required in the State of Mississippi's Construction Storm Water General NPDES Permit. Each Lot Owner hereby warrants, represents, covenants and agrees that he, his contractors and subcontractors shall take all necessary measures to prevent or mitigate sediment from leaving the individual Lot which he owns, including the installation of silt fencing, and will maintain the Lot which he owns in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Each Lot Owner further acknowledges and agrees that the Declarant is not responsible for damages which may be suffered by such Lot Owner or other Lot Owners or parties as a result of site preparation work carried out by the Lot Owner, his

contractors and subcontractors, and each Lot Owner hereby agrees to hold Declarant harmless from any such damages sustained in connection therewith. In the event a Lot Owner fails to comply with this Section 7.10 in any manner, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, or the ARC (as the case may be) any and all costs and / or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be, in correcting or repairing any noncompliance or non-conformance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.10 shall constitute a lien against such Owner's Lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.11 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, and garages, barns, or other temporary or other outbuildings shall be erected, kept, or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a Lot when approved in advance by the ARC; provided, however, the foregoing does not prohibit the placement of a portable toilet unit on a Lot during the construction of improvements thereon. The architectural site plan shall indicate the location of such temporary structure and shall include drawings reflecting the appearance of same.

7.12 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist, and the appearance of each Lot shall be maintained in a high quality condition at all times. The grass, flowers, shrubbery, and all other landscaping must be kept in an orderly fashion, and must be of a character and type approved by the ARC. In the event a Lot Owner fails to comply with this Section 7.12, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.12 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.13 Swimming Pools. Any swimming pool or hot tub to be constructed or placed on any Lot shall be constructed in the ground and subject to the requirements of the ARC, which shall include, but not limited to, the following:

- i. Composition to be of material thoroughly tested and accepted by the industry for such construction.

- ii. Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from ARC.
- iii. Landscape, pool, recreation and security lighting shall be designed as to not be an annoyance to the surrounding residents. Such lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting (other than low level lighting) be permitted to be on after ten-thirty (10:30) p.m. Central Standard or Daylight Savings Time.

7.14 Driveway. All driveways and parking area shall have hard impervious, dustless surfaces, such as, concrete or brick. The design, materials and location of all driveways shall be approved in advance by the ARC.

7.15 Residential Use. All of the Lots in the Subdivision shall be used for residential purposes only. The term "residential purposes" is hereby and generally defined as single-family homes, and shall exclude all commercial and professional uses and among other things garage apartments, apartment houses, duplexes, and multi-family residences, profit or non-profit nursing homes, hospitals, daycare facilities, and other similar private or charitable enterprises, and any such usages of any property in the Subdivision are hereby expressly prohibited. Any building or other improvement erected on any Lot in the Subdivision shall be new, on-site construction.

7.16 Clotheslines. No clotheslines or outside drying area shall be located on any Lot.

7.17 Residence Graphics. The size and design of all signs, numbering for the Lot, and other such materials shall be approved by the ARC and shall display continuity and conformity throughout the Subdivision. Except in connection with the Subdivision and/or sales of property throughout the Subdivision by Declarant, no signs, billboards, advertisements or notices of any kind, including without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any Lot without the prior written approval of the ARC, or except as may be required by legal proceedings, it being understood that the ARC will not grant permission for signs unless their erection is reasonably necessary to avert serious hardship to the Owner. If such permission is granted, the ARC reserves the right to restrict size, color, content and location of such signs(s). No sign shall be nailed or attached to any tree. The ARC shall have the right to adopt reasonable rules regarding signs to be used during construction of residence and other buildings, such as Owner identification, name of contractor or architect, etc.

7.18 Mailboxes. Any and all mailboxes erected or placed on any Lot in the Subdivision shall be only of the type, materials and colors specified and approved by the ARC, so as to achieve uniformity within each area of the Subdivision. In the event a Lot Owner fails to comply with this Section 7.18 in any manner, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any

non-compliance or non-conformance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.18 shall constitute a lien against such Owner's Lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.19 Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground of rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except as required during trash collections, all containers shall be kept within the garage or a separate outside enclosure, which the ARC shall have previously approved.

7.20 Antenna and Other Rooftop Accessories. No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere in the Subdivision or on the exterior of any residence (unless installed by the Declarant or the Homeowners' Association), without prior written approval of the ARC.

7.21 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Subdivision by Owners shall be allowed, nor shall anything be done on any Lot which may become an annoyance or nuisance to the Subdivision or any area therein. No firearms, archery equipment, or other devices of a similar nature which may be classified as weapons, shall be operated or used on any lot in the Subdivision. No Owner shall commit or permit any immoral or illegal activity on or about the Subdivision, and no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Lot.

7.22 Manufactured Housing. No manufactured housing, mobile home, house trailer, modular housing, camper, recreational vehicle, trailer, tent or similar type of structure shall be placed or maintained upon any Lot in the Subdivision. No outbuilding, garage, pool house or similar structure which is placed upon any Lot in the Subdivision shall be used as a residence.

7.23 Boats, Trailers and Motor Vehicles. Except as specifically allowed and approved in advance by the Homeowners' Association, no commercial vehicle, boats, boat trailers, buses, house trailer, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles ("Nonpermitted Vehicles"), whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, shall be placed, parked or stored upon any Lot. The Homeowners' Association shall grant an Owner permission to bring on the property a Nonpermitted Vehicle owned by the Lot Owner. Upon showing written evidence of such approval at the entry, the Owner may bring such Nonpermitted Vehicle on the property and park it inside the approved garage. Vehicles of repairman, delivery men, moving vans, temporary guests or vehicles owned or leased by a member of the Owner's family may be parked on a curb side on the driveways and private parking areas of a Lot for no longer than eight (8) hours in a twenty-four (24) hour period. In no event shall any vehicles be allowed to block traffic flow. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles in the driveway and private parking areas of a Lot for the duration of their stay. The Homeowners' Association shall have the right to authorize the towing of any

vehicles which are in violation of these provisions, and to collect the cost thereof from Owners as an Individual Assessment.

7.24 Single-Family Occupancy. The residents of each Lot shall be limited to the members of one (1) family. For purposes of this section, "family" shall mean and refer to the group of persons, each of whom is related to each other member of the group through blood or marriage either as siblings or in direct line of ancestry or descent. This residency limitation shall not be construed to prohibit the temporary occupancy of a residence by nonfamily members for a period not exceeding thirty (30) consecutive days, provided that any such periods of occupancy of a single-family residence by nonfamily member shall not exceed the periods of occupancy solely by family members during any measured period of sixty (60) consecutive days.

7.25 Animals.

7.25.1 In General. No animals (including but not limited to horses, fowl, reptiles, insects, livestock or poultry) shall be kept within the Subdivision, except that domestic dogs, cats, birds, fish and other household pets may be kept as household pets within the Subdivision provided that they do not create a disturbance and provided that they are not kept, bred, or raised thereon for commercial purposes or in unreasonable quantities. Provided however, in no event shall any dog of the breed known as Pit Bull or American Pit Bull be kept within the Subdivision. As used in this Declaration "unreasonable quantities" shall be deemed to limit the number of dogs and cats to two (2) each, and no more than three (3) total; however any litter may be retained for a reasonable period. Notwithstanding the foregoing, no animal shall be allowed to run loose on the Common Area at any time. All Animals shall be confined to their Lot unless they are on a leash and are constrained and under the control of the animal's owner or keeper.

7.25.2 Vicious Animals. No domestic dogs shall be permitted within the Subdivision that are deemed by the Board of Directors of the Homeowner's Association to be vicious or potentially dangerous dogs. A dog shall be deemed "vicious" for purposes of this Section if, when unprovoked: 1) it has bitten a person (however, a dog may be vicious even though it is not proven to have bitten any person); 2) in an aggressive manner, it inflicts severe injury on or kills a human being; or 3) it is previously determined to be and currently listed as a potentially dangerous dog (as determined by the Board of Directors of the Homeowners' Association or local governmental authority) and, after its owner or keeper has been notified of this determination, it continues to engage in behavior deemed potentially dangerous. For purposes of determining if a dog is "vicious", "severe injury" means any physical injury to a human being that results in muscle tears, disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

A dog shall be deemed "potentially dangerous" for purposes of this Section if, when unprovoked: 1) on two separate occasions within the prior 36-month period, it engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; 2) if it bites a person causing a less "severe injury" than as defined above; or 3) on two separate occasions within the prior 36-month period, it has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the dog; or 4) the dog has run loose or, if leashed, was not under the control of a responsible adult on two occasions.

The Homeowners' Association shall have the right to cause a dog found to be in violation of any provision of this Section to be removed from the Subdivision; provided however, the Homeowners' Association shall not be liable to any Lot Owner, invitee, or anyone occupying or visiting the Subdivision as a result of injury caused by an animal.

7.26 Sports Equipment. No basketball goal, soccer goal, volleyball net, trampoline or similar sports equipment shall be placed on any lot other than in the back yard thereof. Basketball goals, soccer goals, volleyball net(s), trampoline(s) or similar sports equipment are strictly prohibited from being placed in the front or side yard of any lot or on any driveway or street in the Subdivision.

7.27 On-Street Parking Prohibited. On-street parking is strictly prohibited unless expressly approved in advance by the Homeowners' Association; provided, however, this restriction shall not apply to the use of vehicles in the construction of any residential dwelling on any Lot in the Subdivision.

7.28 Setbacks. There shall be five (5) classifications of lots in the Subdivision – (i) Cottage lots, being of Lots 1 through 13; (ii) Traditional lots, being of Lots 14 through 15 and Lots 18 through 24; (iii) Side Yard lots, being of Lots 27 through 34; (iv) Rowhouse lots being of Lots 35 through 36 and Lots 81 – 84; (v) Estate Lots being of Lots 16 through 17 and Lots 25 through 26. The following setbacks shall apply to each respective lot classification:

Cottage Lots: For each Cottage lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Traditional Lots: For each Traditional lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Side Yard Lots: For each Side Yard lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Estate Lots: For each Estate lot in the Subdivision, the front setback shall be not less than fifteen (15) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Rowhouse Lots: For each Rowhouse lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side

setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Townhouse Lots: For each Townhouse lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than zero (0) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

7.29 Garage Sales. No Garage Sale or other Residential Personal Property Sale shall be held or conducted anywhere within the Subdivision without the prior written consent of the Homeowners' Association which consent may be withheld for any reason. "Garage Sale or other Residential Personal Property Sale" shall mean all general sales conducted anywhere within the Subdivision for the purpose of disposing of personal property, including, but not limited to, all sales commonly referred to as "garage", "lawn", "yard", "attic", "porch", "room", "backyard", "patio", "flea market", or "rummage" sale. The Homeowners' Association shall have the right to enact rules and regulations that govern times and places of Garage Sales or other Residential Personal Property Sales within the Subdivision, and the Homeowners' Association shall have the right to strictly prohibit all Garage Sales or other Residential Personal Property Sales within the Subdivision at all times.

7.30 Megan's Law Registrants. No person required to register with a designated registering agency pursuant to Miss. Code Ann. Section 45-33-25 (1) or any similar sex offender legislation ("Megan's Law Registrant"), may permanently or temporarily reside within the Subdivision, As used in this section "reside" means living in or possessing any portion of a Lot for more than 7 days out of any 30 consecutive-day period.

If, subsequent to the recording of this Declaration in the records of the Chancery Clerk's office of Rankin County, Mississippi, a Megan's Law Registrant resides within the Subdivision as a tenant, or under any other possessor's interest, the Lot Owner must immediately cause the person to vacate the Lot and, if the person does not vacate the Lot within 30 days of the date the Lot Owner was notified by the Association of the presence of a Megan's Law Registrant, then the Lot Owner will immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceedings within 30 days following the date the Lot Owner is so notified by the Association, or if the notified Lot Owner fails to diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction action at the Lot Owner's cost and expense. If any action seeking eviction of a Megan's Law Registrant tenant does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the tenant. In the event the Association obtains final judgment resulting in the eviction of the tenant, the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the appeal.

Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to this provision of the Declaration. This power of attorney is expressly

declared and acknowledged to run with the title of any and all Lots and will be binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.

Any Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he is in violation of this provision must vacate the Lot within 90 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 90 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to eighty percent of the average of two independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Lot, including, without limitation, brokerage fees, of not more than seven percent (7%) of the appraisal value, the cost of the appraisal, the realty transfer tax (based on the appraised value), and other customary and incidental selling costs not in excess of one percent (1%) of the appraised value.

The Association will not be liable to any Lot Owner or anyone occupying or visiting the Subdivision as the result of the Association's failure to dispossess a Megan's Law Registrant.

ARTICLE VIII.

GENERAL PROVISIONS

8.1 Subdivision to Comply With Existing Applicable Law. The Subdivision and all Improvements to be located therein shall be constructed in compliance with the applicable zoning, storm water, and development construction ordinances duly adopted by the City of Brandon, Rankin County, Mississippi as existing on the date of filing of this Declaration. Notwithstanding anything to the contrary contained in this Article or in this Declaration, this Section 8.1 may not be amended at any time subsequent to the recording of this Declaration in the records of the Chancery Clerk of Rankin County, Mississippi.

8.2 Assignment. Any or all of the rights, powers, and obligations, easements and estate reserved by or granted to the Declarant or the Homeowners' Association may be assigned by the Declarant or the Homeowners' Association as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or Association. After such assignment, Declarant and /or the Homeowners' Association shall be relieved and release of all obligation with respect to such rights, powers, obligations, easements or estates.

8.3 Amendment. Except as provided in Sections 6.1 and 8.1 hereof, this Declaration may be amended upon the recordation of an appropriate instrument in the Rankin County Chancery Clerk's office, subject however, to the following provisions:

- i. By Owners. Except as provided herein below, an amendment initiated by any party other than Declarant must obtain the approval of at least sixty-five percent (65%) of the votes of Members; provided, however, that for as long as Declarant owns any

property in the Subdivision, all amendments must include the express written consent of the Declarant.

- ii. By Declarant. This Declaration may be amended by the Declarant at any time so long as Declarant owns any property within the Traditional Neighborhood Development.
- iii. Duration of Amendments. Any duly adopted amendment to this Declaration shall run with and bind the property within the Subdivision for the same period and to the same extent as to the covenants and restrictions set forth herein.

8.4 Duration of Declaration. All of the covenants, restrictions, and other provisions of this Declaration shall run with and bind the property within the Subdivision for an initial term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least sixty-five percent (65%) of the votes of the Members then existing, has been recorded, agreeing to change or terminate these covenants and restrictions.

8.5 Covenants Running with the Property. All of the provisions herein shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the Declarant, the Homeowners' Association, the ARC, the Owners of the Lots, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such lot owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained herein.

8.6 Enforcement.

8.6.1 By Suit. If any Lot Owner or other person subject to these covenants shall violate or attempt to violate any of these covenants or provisions herein, the Declarant, or its successors and assigns, the Homeowners' Association, ARC, or any other person for whose benefit these covenants are made, shall have the right to prosecute any proceeding at law or in equity against the person, persons or entity violating or attempting to violate any such covenant. In such event, the Lot Owner causing or permitting the violation of these covenants shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce said covenants, including attorneys fees incurred on appeals, the amount of same to be fixed by the Court but in no event shall the attorney fees awarded be less than the actual number of hours of professional services rendered multiplied by the customary hourly rate for legal services in the community. Costs shall include all filing fees, process fees, expert fees, deposition fees and other customary costs associated with litigation. The amount of attorney fees awarded, court costs and other expenses allowed and assessed by the Court shall become a lien on the land of the violator which lien shall be subject to foreclosure in the action brought to enforce these covenants. All of the terms, covenants, and provisions set forth and contained herein shall be specifically enforceable.

8.6.2 By Power of Sale. The Declarant, the Homeowners' Association and/or the ARC is expressly given the power of sale to enforce any assessments and/or liens against the Lots and/or Owners of Lots in the Subdivision or as otherwise provided for herein.

8.7 Notice to Declarant. Any notice required or permitted to be given by this Declaration to the Declarant shall be given in writing by personal delivery or by certified mail addressed: 125 South Congress St., STE: 1308, Jackson, Mississippi 39201. Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter until changed by like notice, shall be the address of such party for all purposes of this Declaration.

8.8 Plats. In addition to this Declaration and any subsequent declarations and amendments, the Subdivision shall be subject to the additional covenants, restrictions, reservations and other terms and provisions as set forth in the plats of portions of the Traditional Neighborhood Development, which are recorded or to be recorded in the Chancery Clerk's office of Rankin County. Further, each Owner must abide by all applicable laws, regulations and ordinances of the federal government, the City of Brandon, the Rankin County and the State of Mississippi.

8.9 Other Provisions. The Declarant and the Homeowners' Association reserve the right and authority to promulgate and enforce safety and welfare rules and regulations in the Subdivision. The Declarant, its officers, directors, owners, members, employees, affiliates, successors or assigns assume no responsibility or liability for any accidents, illness, drowning, or any damages of any kind or character occurring or suffered by any person in the Subdivision. Notwithstanding anything herein to the contrary, any Lot or portion thereof may be temporarily used by the Declarant for the purpose of laying out and constructing streets in the Subdivision without being liable to any Lot Owner for damages in connection therewith.

8.10 Gender and Number. The use of the singular herein include the plural, and the use of any gender shall include all genders.

8.11 Severability. Invalidation of any of the covenants or restrictions contained herein by judgment of court order shall in no way affect any other provision hereof, which shall remain in full force and effect

8.12 Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

8.13 Effective Date. This Declaration shall become effective upon its recordation in the office of the Chancery Clerk of Rankin County, Mississippi.

ARTICLE IX LEASE AND RENTALS

9.01 Cap on Leases and Rentals in Single Phases of Hyde Park Subdivision. Not more than 25% of the gross total number of lots this Phase of Hyde Park Subdivision, or any other single phase of Hyde Park platted hereafter, regardless of the nature of the lease, or the purpose of the lease, may be leased for any reason. For any such lease, no part or portion of a Lot or dwelling (as distinguished from the entire Lot or dwelling) shall be rented for any period. The entire dwelling and all the improvements on the Lots must be leased and then only for a minimum term of twelve (12) months, except as otherwise provided herein. Any owner or tenant of any lot or dwelling who shall lease or rent such lot or dwelling shall promptly following execution of a rental agreement, or upon the request in writing of the Board of Directors of the Homeowners' Association, forward a conformed copy of such rental agreement to the Board of Directors of the Homeowners' Association and an additional conformed copy to the Management Agent of the Homeowners' Association, if any.

9.02 Time Sharing Prohibited. No Lots or dwellings shall be leased or rented under any time-sharing, time interval, or right-to-use programs.

9.03 Association Approval of Leases and Rental Agreements Required. Any and all lease or rental agreements shall be in writing and must be submitted to the Homeowners' Association for approval. Any such agreements shall contain, or shall be deemed to contain, a provision to the effect that the rights of the tenant to use and occupy the dwelling shall be subject and subordinate in all respects to the provisions of this Declaration to the Bylaws of the Homeowners' Association and to such reasonable Neighborhood Rules as the Board of Directors from time to time may duly adopt and promulgate among the Members. Such lease agreement shall further provide that any failure by the tenant to comply with any of the same shall be a default under the lease agreement.

9.04 Residential Home Builders. Residential Home Builders that own a Lot shall be granted an allowance for "cover leases" within the first 36 months after the issuance of certificate of occupancy is issued for a residential home within Hyde Park Subdivision for up to 36 months. By the terms hereof, a "cover lease" is a lease by the Residential Home Builder to enable them to place its newly-built residential homes with Hyde Park Subdivision for lease to provide "cover" for the Residential Home Builder if the house is on the market for a greater than anticipated or expected period of time before sale.

9.05 Lease Purchase Exception. Notwithstanding any provision to the contrary herein, an allowance or exception to this Article IX shall be granted for true lease-purchases, whereby the purchaser and owner are required to close on the purchase of the Lot and dwelling house within a certain set period of time, not to exceed three years after the inception of the lease-purchase agreement, and at least 5% of each lease payment is applied as a credit against the purchase price, and the lessee, in addition to lessor, is liable for compliance with this Declaration.

9.06 Immediate Family Exception. The prohibitions of this Article IX shall not be interpreted or construed to prevent the use and occupancy of a dwelling by a member of an Owner's immediate family, related by blood or marriage, during a term of limited duration when the Owner is away for an extended period of time but is expected to return.

9.07 Article IX Amendment Prohibition. The provisions for amendment of this Declaration notwithstanding, this Article IX, Sections 9.01 – 9.07, may not be amended without the written consent of the governing authority of the City of Brandon, Mississippi."

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this the _____ day of _____, 2024.

THIS IS NOT A PLAT
LETTER OF CREDIT EXHIBIT

HORIZONTAL CURVE DATA						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
CC1	50.00'	77.35'	69.87'	S 46°32'47" E	88°38'31"	48.83'
CC2	40.00'	62.67'	56.46'	S 44°49'46" E	89°46'28"	39.84'
CC3	90.00'	141.92'	127.59'	S 44°51'30" E	90°17'00"	90.45'
CC4	40.00'	62.90'	56.62'	N 45°06'18" E	90°05'39"	40.07'
CC5	40.00'	62.83'	56.57'	S 44°50'54" E	89°59'58"	40.00'
CC6	37.00'	57.13'	51.62'	N 44°41'51" E	88°28'28"	36.03'
CC7	37.00'	57.30'	51.74'	S 77°40'22" E	26°47'05"	8.81'
CC8	25.00'	12.03'	11.92'	S 50°29'26" E	27°34'46"	6.14'
CC9	69.39'	51.89'	50.69'	S 23°18'17" E	42°51'01"	27.23'
CC10	38.50'	78.69'	65.69'	N 58°42'09" E	117°06'08"	62.95'
CC11	50.00'	54.09'	51.49'	S 31°45'09" E	61°58'55"	30.03'
CC12	75.00'	118.58'	106.61'	S 44°31'52" W	90°35'28"	75.78'

CENTERLINE INTERSECTIONS

- STA. 2+84.15, HYDE PARK DRIVE = STA. 1+00.00, HYDE PARK COVE
- STA. 10+46.07, HYDE PARK DRIVE = STA. 1+00.00, ALLEY "1"
- STA. 11+94.31, HYDE PARK DRIVE = STA. 1+00.00, HYDE PARK CIRCLE
- STA. 13+80.15, HYDE PARK DRIVE = STA. 1+00.00, ALLEY "3"
- STA. 13+80.15, HYDE PARK DRIVE = STA. 8+33.80, HYDE PARK CIRCLE
- STA. 15+41.65, HYDE PARK DRIVE = STA. 1+00.00, STREET "AA"
- STA. 19+50.42, HYDE PARK DRIVE = STA. 8+04.75, HYDE PARK PLACE
- STA. 3+27.92, STREET "AA" = STA. 12+06.00, ALLEY "1"
- STA. 9+46.00, HYDE PARK PLACE = STA. 7+78.57, ALLEY "3"

LEGEND

CURB W/ REVERSE GUTTER REQ'D.

TYPICAL STREET INTERSECTION DETAIL (EXCLUDING ENTRANCE)

TYPICAL ALLEY/STREET INTERSECTION DETAIL

GRAPHIC SCALE

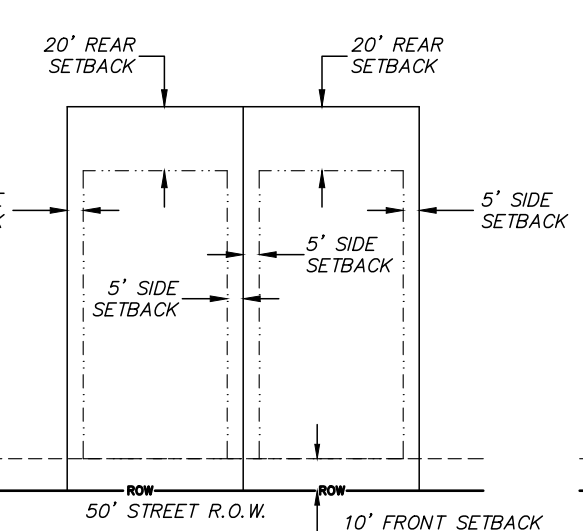
(IN FEET)
1 inch = 60 ft.

Power Pole and Power Objects Removal Req'd (Contractor To Coordinate With Utility Company)

James A. Yelverton
D.B. 2007, Pgs. 7033-7034

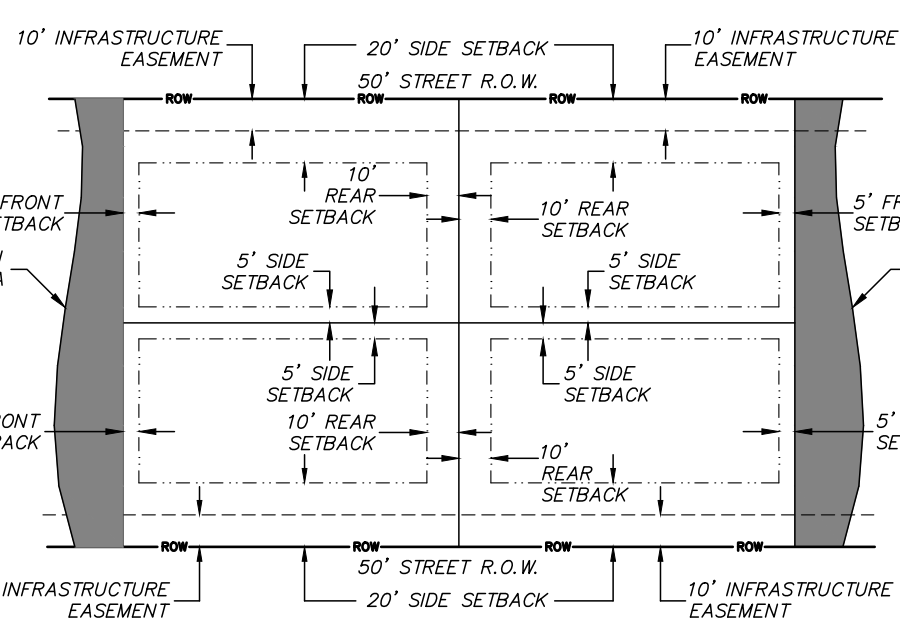
City of Brandon
20' Permanent Sewer Utility Easement
D.B. 2008, Pgs. 21789

NOTES: SETBACKS ON COMMON LOT LINES SHALL BE MEASURED OFF OF THE EASEMENT WHERE PRESENT.

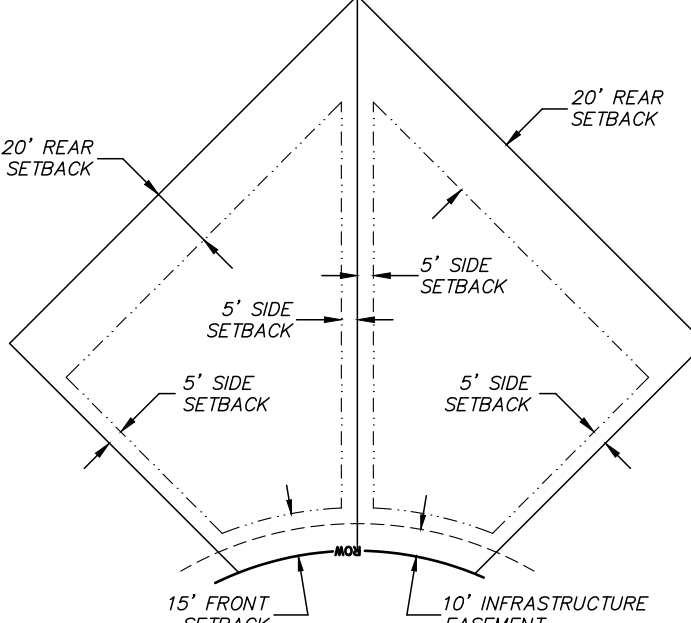


TYPICAL "COTTAGE" LOT DETAIL WITH MIN. SETBACKS (LOTS 1-13, 83-104)

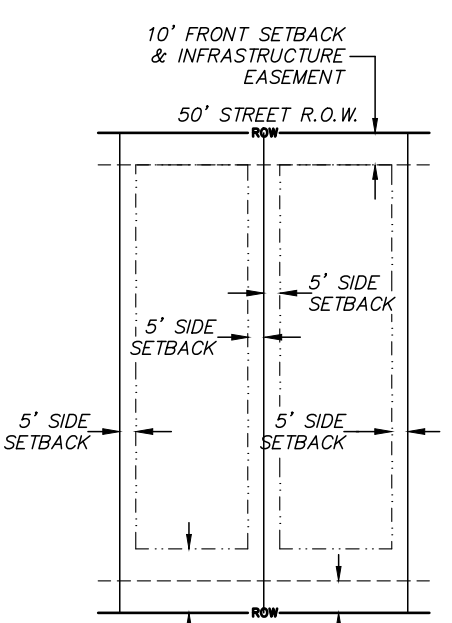
TYPICAL "TRADITIONAL" LOT DETAIL WITH MIN. SETBACKS (LOTS 14, 15, 18-24)



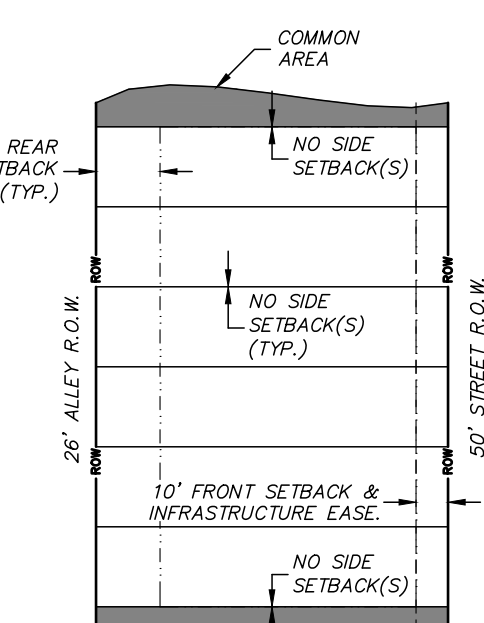
TYPICAL "SIDE YARD" LOT DETAIL WITH MIN. SETBACKS (LOTS 27-34)



TYPICAL "ESTATE" LOT DETAIL WITH MIN. SETBACKS (LOTS 16, 17, 25, 26, 105-108)



TYPICAL "ROWHOUSE" LOT DETAIL WITH MIN. SETBACKS (LOTS 35, 36, 72-82, 109-112)



TYPICAL "TOWNHOUSE" LOT DETAIL WITH MIN. SETBACKS (LOTS 37-68)

LEGEND

5' PROPOSED SIDEWALK
PROPOSED COMMON AREA

NOTES:

- SEE TYPICAL SECTION ON SHEET 2 FOR MORE DETAILED DIMENSIONS AND INFORMATION ON ROADWAYS, CURB, ETC.
- ALL RADIAL DIMENSIONS ARE TO THE BACK OF CURB WHERE PRESENT.
- STREET SIGNS ARE NOT A PART OF THIS CONTRACT. OWNER TO COORDINATE STREET NAME AND STOP SIGN AND POLE SIZE, COLOR, TYPE, ETC. WITH THE CITY OF BRANDON. IF STREET SIGNS ARE SHOWN, THEY SHOULD BE CONSIDERED FOR INFORMATIONAL PURPOSES.
- ALL SIDEWALK CURB RAMPS AND CROSSWALKS WILL CONFORM TO THE OFFICIAL LANDSCAPING PLAN AND SHALL BE COMPLIANT WITH THE CURRENT ADA STANDARDS AND CITY OF BRANDON ORDINANCES.

GENERAL PROJECT INFORMATION & NOTES:
CURRENT ZONING - TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT
TOTAL ACREAGE - ±29.3 AC
TOTAL COMMON AREA - ±5.57 AC
MINIMUM SETBACK REQUIREMENTS: SEE TYPICAL SETBACK DETAILS (THIS SHEET)
TOTAL LOTS - 114
RIGHT-OF-WAY - 50'
AVERAGE LOT SIZE - 7,532± S.F.

DRAFT

HYDE PARK (PHASE - 2) LETTER OF CREDIT CALCULATIONS

FOR THE CITY OF BRANDON

LETTER OF CREDIT IS REQUIRED FOR 200% OF THE ESTIMATED COST OF THE
OUTSTANDING REMAINING ITEMS (*per* Section 16-16.2 of the City Ordinance)

ASPHALT SURFACE COURSE

TOTAL SURFACE AREA:	<u>11,580.00</u> Sq. Yds.
SURFACE COURSE THICKNESS:	<u>1.50</u> In.
TOTAL TONAGE OF SURFACE COURSE:	<u>955.35</u> Tons
ESTIMATED COST OF SURFACE COURSE PER TON:	<u>\$ 135.00</u> /Ton
ESTIMATED COST OF SURFACE COURSE FOR PROJECT:	<u>\$ 128,972.25</u>
200% OF SURFACE COURSE COST:	<u>\$ 257,944.50</u>
LETTER OF CREDIT TOTAL FOR SURFACE COURSE:	\$ 257,944.50

CONCRETE SIDEWALK IN COMMON AREAS

TOTAL SURFACE AREA:	<u>890.00</u> Sq. Yds.
CONCRETE SIDEWALK THICKNESS	<u>4.00</u> In.
ESTIMATED UNIT COST OF CONCRETE SIDEWALK:	<u>\$ 75.00</u> /Sq. Yd.
ESTIMATED COST OF SIDEWALK FOR PHASE 2:	<u>\$ 66,750.00</u>
200% OF SIDEWALK COSTS:	<u>\$ 133,500.00</u>
LETTER OF CREDIT TOTAL FOR CONCRETE SIDEWALK:	\$ 133,500.00

TOTAL AMOUNT REQUIRED FOR HYDE PARK PHASE 2 LETTER OF CREDIT:	\$ 391,444.50
--	----------------------



STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

September 29, 2025

Mr. Edwin E. Sallis
125 South Congress
Suite 1308
Jackson, MS 39201

Dear Mr. Sallis:

Re: Heartland Development Company LLC, Hyde Park
Lot No: 1-112
Brandon, Rankin County
Project. No. 79774-PLA20210001

We have received the as-built drawings and your consulting engineer's certification that the referenced project has been completed in accordance with the plans and specifications approved by our office. We have no further comments on this project.

Should you have any questions, please contact me at (601) 961-5171.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bradley R. Crain".

Bradley R. Crain, P.E., BCEE
Chief, Municipal and Commercial Wastewater Division

cc: William F. Moody, P.E., BCEE, MDOH
Jeff Bagley, P.E., Benchmark Engineering & Surveying, LLC

79774 PLA20210001



Hyde Park

KBRAMSOZZ1ARM

168 in
16 in
14 in
30 in
84 in
24 in

(1) **XRORPOZFS3I133**
3.25" ball to insert
into 3" square tubing

(.5) **XRORPOZCS3I9302**
6" sleeve cut in half.
Beveled edge of insert
welded to cut edge of sleeve

(1) **37x9" .125" Steel Plate**
Unpainted, non-stock item

(1) **XRORPOZFS1QI7XL**
1.5" ball to insert
into 1.25" square tubing

(1) **XRORTSTSQ16GA11420**
Square Tubing 1 1/4 X 1 1/4" X 20'
16 Gauge - Cut to 38"

(1) **XRORSIZ4C76/11**
Arch. Iron Designs #76/11 Steel Leaf
3" X 2.5" .125" Thick

(1) **XRORSIZ4C59/12**
Architectural Iron Designs #59/12
Scroll 7.25" X 17.25" (Modified)

(1) **S3030R11HA**
Stock Stop sign to be mounted
in frame.

(1) **30" Octagon Frame - Raw/Non-stock**
Unpainted, w/ steel backer plate, non-stock item

(2) **RH141HEX**
Self-tapping screws used to mount
Stop sign in frame

(1) **XRORTSTSQ14GA03288**
3" X 3" Square Post 14 Gauge
24' Length - Cut to 14'

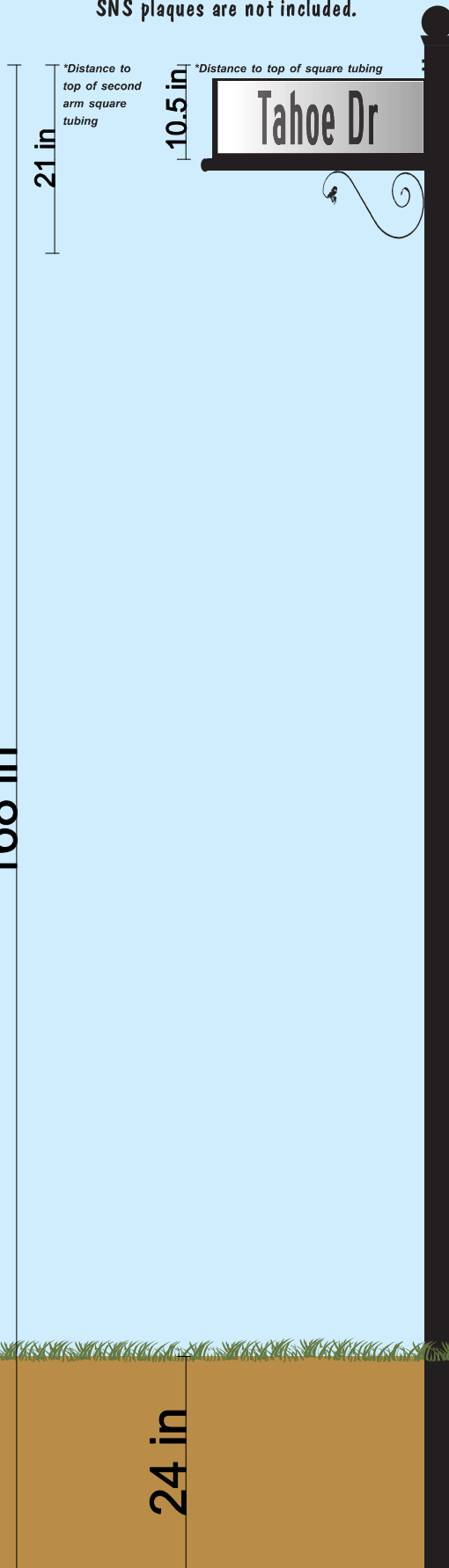
Production process:

- * 24' post is cut to 14'.
- * Cut the XRORPOZCS3I9302 in half.
- * Cut the 37x9 steel plate.
- * Make STD unpainted 30" octagon frame.
- * Cut scrolls from XRORSIZ4C59/12.

- * Weld leaf to scroll bracket.
- * Weld Square tubing, plate and scroll to post.
- * Weld finial and octagon frame to post.
- * Take welded setup to powder coater.
- * Install Stop sign in frame using Hex screws.

KBRAMSOZZ2ARMNOSTOP

* SNS plaques shown installed for visualization purposes only.
SNS plaques are not included.



* See production notes at bottom
for more details

(1) **XRORPOZFS3I133**
3.25" ball to insert
into 3" square tubing

(.5) **XRORPOZCS3I9302**
6" sleeve cut in half
beveled edge of insert
welded to cut edge of sleeve

(2) **37x9" .125" Steel Plate**
Unpainted, non-stock item

(2) **XRORPOZFS1QI7XL**
1.5" ball to insert
into 1.25" square tubing

(2) **XRORTSTSQ16GA11420**
Square Tubing 1 1/4 X 1 1/4" X 20'
16 Gauge - Cut to 38"

(2) **XRORSIZ4C76/11**
Arch. Iron Designs #76/11 Steel Leaf
3" X 2.5" .125" Thick

(2) **XRORSIZ4C59/12**
Architectural Iron Designs #59/12
Scroll 7.25" X 17.25" (Modified)

(1) **XRORTSTSQ14GA03288**
3" X 3" Square Post 14 Gauge
24' Length - Cut to 14'

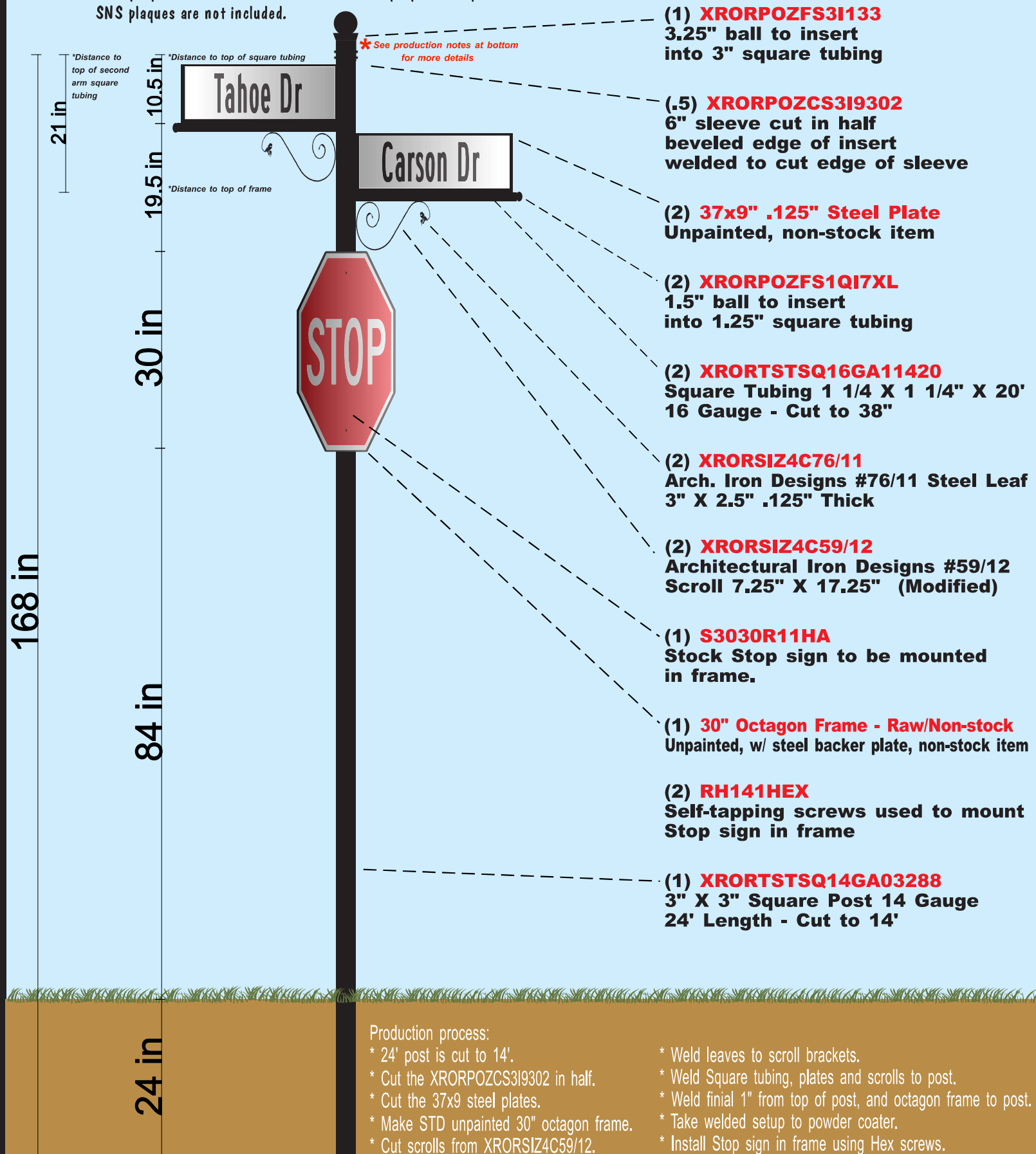
Production process:

- * 24' post is cut to 14'.
- * Cut the XRORPOZCS3I9302 in half.
- * Cut the 37x9 steel plates.
- * Cut scrolls from XRORSIZ4C59/12.

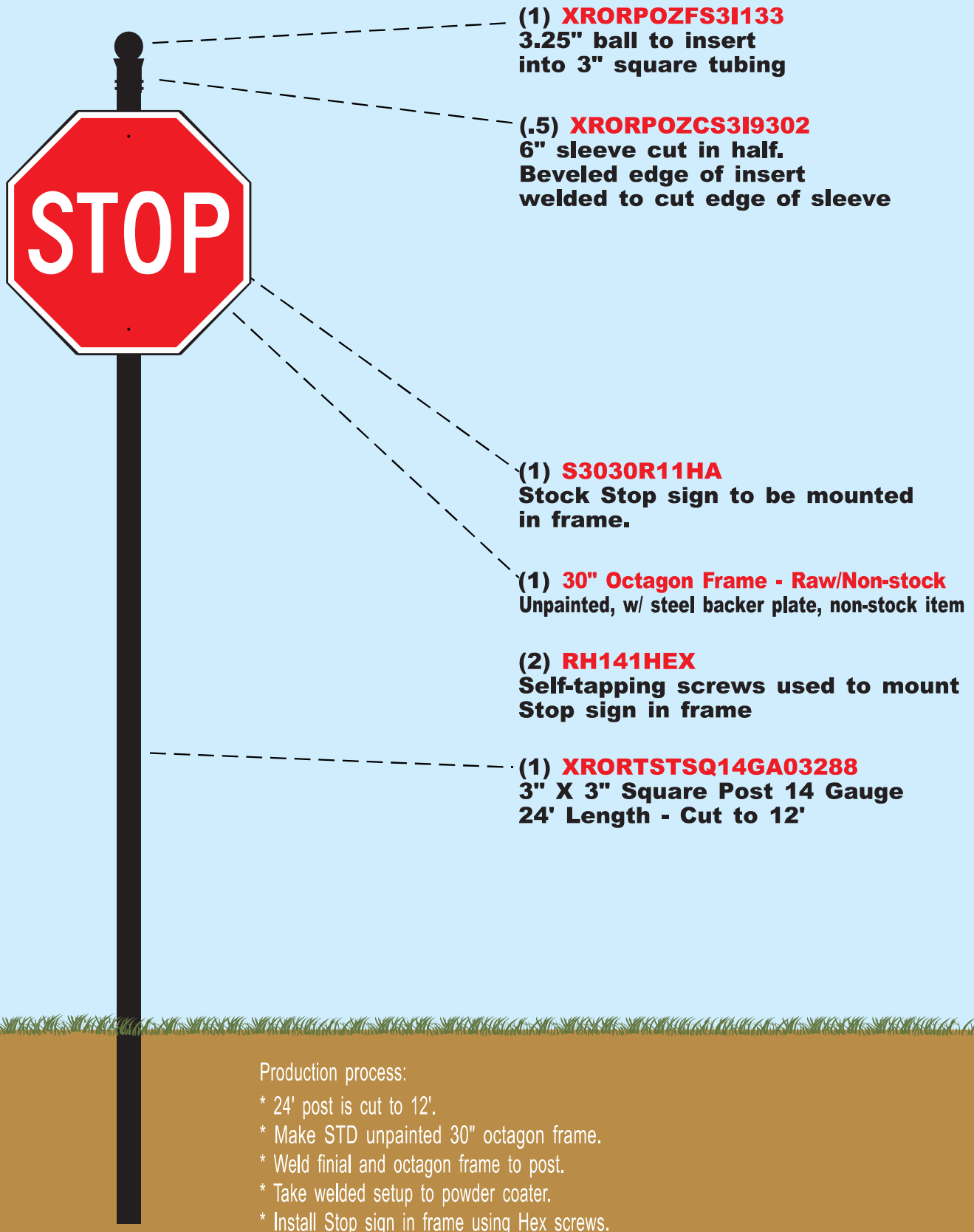
- * Weld leaves to scroll brackets.
- * Weld Square tubing, plates and scrolls to post.
- * Weld finial 1" from top of post.
- * Take welded setup to powder coater.

KBRAMSOZZ2ARM

* SNS plaques shown installed for visualization purposes only.
SNS plaques are not included.



KBRAMSOZZNOARM





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JOSEPH FRENCH
DATE: 09/26/2025
SUBJECT: RESIGNATION - CHANTELL WILLIAMS

Consideration to accept the resignation of Communications Officer Chantell Williams effective September 26, 2025.

ATTACHMENTS:

1. Chantell Williams Resignation



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JOSEPH FRENCH
DATE: 10/02/2025
SUBJECT: **PROMOTION - JERRY SPELL**

Request permission to promote Sgt. Jerry Spell to the rank of Deputy Chief effective October 7, 2025 and set the rate of pay according to the memo.

ATTACHMENTS:

1. Spell Memo



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JOSEPH FRENCH
DATE: 10/02/2025
SUBJECT: REQUEST PERMISSION TO HIRE LAFAYETTE MARTIN II, AS

Request permission to hire Lafayette Martin II, as a Patrolman for the City of Brandon Police Department and set the rate of pay according to the memo, effective October 7th, 2025.

ATTACHMENTS:

1. Permission to Hire Lafayette Martin II



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JOSEPH FRENCH
DATE: 10/06/2025
SUBJECT: MONTHLY REPORTS

	PD Monthly Activity Report - Sept 2025	
1.	Calls for Service	1745
2.	Motor Vehicle Accidents	98
3.	Reports: Incidents/ Supplemental	262
4.	Arrests	49
5.	Sanitation: Road Trash Detail Bags	402

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 09/23/2025
SUBJECT: **REQUEST CONSIDERATION TO APPLY FOR THE FY 26 EMERGENCY MEDICAL SERVICES OPERATING FUND (EMSOF) GRANT IN THE AMOUNT OF \$15,330.00 AND AUTHORIZE THE MAYOR, FINANCE DIRECTOR AND CAROLYN PALMER (GRANT ADMINISTRATOR) TO EXECUTE ALL RELATED DOCUMENTS.**

The department respectfully requests your consideration to apply for the FY 26 Emergency Medical Services Operating Fund (EMSOF) grant in the amount of \$15,330 and have Mayor Butch Lee, Finance Director Tracie Riggins, and Carolyn Palmer (Grant Administrator) to execute all related documents. This grant is 100% reimbursable to the amount of \$15,330.00 and will be used toward purchasing a refurbished Lifepak 15. Due to the cost of the Lifepak 15, the city will make up the difference from our operating budget which we budgeted for in our FY26 budget.

Thank you for your consideration.

ATTACHMENTS:

1. EMSOF FY 26 grant 092325



MISSISSIPPI STATE DEPARTMENT OF HEALTH

FY 2026

Emergency Medical Services Operating Fund (EMSOF) Grant Application

This application must be returned to:
Mississippi State Department of Health
Bureau of Emergency Medical Services
Attn: EMSOF Grant Administrator
P. O. Box 1700
Jackson, Mississippi 39215-1700

No later than: 5:00 PM, November 09, 2026

Application for Financial Assistance

Step 1: Applicant Information

Applicant: List of any changes or additional information below:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Authorized Agent

(Must be County Chancery Clerk, County President Board of Supervisors, County Administrator, City Mayor, Executive Director EMS District)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Title: _____

Email: _____

Current EMS Provider(s):

Primary 911 EMS Agency or Agencies: _____

EMS Agency Contact: _____

EMS Agency Email: _____

(Please note any changes by attaching necessary documentation.)

(Attach proof for changes made)

(Attach W-9)

(Upload letter or memo as support of collaboration)

Step 2: Local Budgetary Accounting for 2025

Describe what was spent in local dollars (*not* grant dollars) on local EMS last fiscal year.

Attach a copy of the governmental unit printout for **actual** expenses **paid** for subsidizing/operating emergency medical services during fiscal year 2025. Example: AAAA County pays BBB Ambulance Service \$100,000.00 per year in subsidy to operate the ambulance service in AAAA County. You would send the printout of the account that shows the \$100,000.00 subsidy was paid.

There may be more than one account for subsidizing/operating emergency medical services. Attach copies of all funds expended on emergency medical services by this governmental unit. This is not your budget or grant-fund purchase items, but instead local governmental unit dollars.

Amount spent in local dollars in FY2025: \$ _____

(Upload FY 25 Local Dollars documentation)

Step 3: Local Proposed Budget for 2026

Describe what is projected to be spent in local dollars (*not* grant dollars) on local EMS this fiscal year.

Attach a copy of your 2026 budget printout for **projected** expenses for subsidizing/operating emergency medical services in fiscal year 2026.

There may be more than one account for subsidizing/operating emergency medical services. Attach copies of all funds projected to be expended on emergency medical services by this governmental unit. This is not your proposed budget for grant-fund purchase items, but instead local governmental dollars.

Amount projected to be spent in local dollars in FY 2026: \$_____

(Upload Current Budget highlight local dollars)

Step 4: Grant Budget Narrative

On the following pages, describe what is planned to be spent in grant dollars on local EMS this fiscal year.

This is not a narrative of your total budget, just how you intend to spend the grant money.

Only the items to be paid for by this grant should be listed. Each item to be purchased or paid for must be listed at an estimated cost. Indicate how each purchase will be an improvement/enhancement to the government EMS units.

The following is an example.

1. Personnel Expenses - EMSOF may only be used to pay payroll and benefit differential pay for governmental units for the first year so that a governmental unit improves its' level of ambulance service licensure (i.e., BLS to ALS), staff travel to BEMS approved training opportunities, and tuition for BEMS approved training opportunities. (Go to Page 6 to complete)
2. Contractual Services - Itemize all individual contracts and justify the services provided. (This is where payments to EMS Districts would be justified and listed.) (Go to Page 7 to complete)
3. Commodities - Categorize and give cost of all supplies. You may not purchase supplies for which you bill patients with grant funds. (Go to Page 8 to complete)
4. Equipment - List of each non-expendable item to be purchased as shown: • Justify how each item of equipment relates to EMS activities. • Explain what steps you have taken or will take to ensure that you receive the best value for least cost, consistent with state and federal purchasing regulations. (Go to Page 9 to complete)
5. Capital Outlay other than Equipment - EMSOF may be used to purchase capital outlay items that improve local Emergency Medical Services. Explain and justify all costs to be incurred and the relationship to EMS activities. (Example: Building a new station to offer better coverage of the county...) (Go to Page 10 to complete)
6. Escrow - Funds may only be escrowed for up to three (3) years. After the three (3) years, the funds must be expended before escrow of funds can occur again. Please provide a brief explanation of how these funds will be used at the end of the three (3) years and/or justification for escrowing these funds. (Go to Page 11 to complete)
7. Other - Any purchase listed under this caption must be approved by the Emergency Medical Services Advisory Council. (Go to Page 12 to complete)

1. Personnel Expenses

Training (must be BEMS approved course or CEUs)

Name of Training	CEU Hrs.	# Students	Tuition Amount	Total
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Travel

Name of Training	Location	Lodging/Meals	Millage	Total
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Personnel

License # _____ (improves level of service licensure)

Cost: \$ _____

Payroll & Benefits (Differential only for first year of upgrade, i.e., BLS to ALS)

2. Contractual Services

☐ EMS District Dues (To be paid for with FY 2025 grant funds.)

Name of EMS District: _____

Attach documentation showing approval in accordance with Miss Code 41-59-53.

Cost: \$ _____

☐ Other: _____

Cost: \$ _____

Justification Narrative:

3. Commodities

Non-Disposable Supplies Only.

Item Description	Quantity	Amt Each	Total

Provide a detailed description of how the above-mentioned purchases will improve the local EMS agency. All commodities must be utilized for direct patient care.

4. Equipment

Item Description	Quantity	Amt Each	Total

Provide a detailed description of how the items listed above purchases relate to and benefits EMS activities and will improve the local EMS agency. All equipment must be utilized for direct patient care.

If this equipment is a response truck, ATV, etc., provide the Mississippi licensed EMS agency name/contact information that will permit and house this vehicle.

Provide detailed training plans for this equipment.

How did you ensure you received best value for least cost (while following State and federal purchasing regulations).

(Upload equipment quotes)

5. Capital Outlay other than Equipment

Item: _____ Cost: \$ _____

Justification:

(Upload Capital Outlay other than Equipment quotes)

6. Escrow

Amount to be escrowed from FY2026 only: \$ _____

Please provide a brief explanation of how FY 2026 funds will be used and/or justification for escrowing these funds.

Escrow funds are to be escrowed for three years. On the fourth year's grant application, all escrowed funds and the current year's funds must be expended no later than September 30 of that grant year.

Example: Purchasing a new ambulance or radio system that costs more than your grant amount.

Radio = \$10,000.00

Grant Year 1-2021 = \$3,000.00

Grant Year 2-2022 = \$3,000.00

Grant Year 3-2023= \$3,000.00

Total Escrow = \$9,000.00

Current Grant Year-2024 = \$3,000.00

Must expend a total of \$12,000.00 (Total Escrow + Current Grant Year)

7. Other

Cost: \$ _____

Any purchase listed under this option must be approved by the Emergency Medical Services Advisory Council.
Provide detailed justification for how this item will be used to enhance EMS direct patient care.

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 2025.

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 spend 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 spend 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 purchase 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: _____
(Authorized Agent must sign)

(Upload proof of payments for purchases)

If you currently have grant funds in Escrow, you must complete this section.

Use this form to indicate funds previously awarded that have been escrowed for an identified large purchase. (Example: Purchasing a new ambulance or radio system that costs more than your grant amount.)

Escrow funds are meant to be escrowed for three years. On the fourth year's grant application, all escrowed funds and the current year's funds must be expended no later than September 30 of that grant year.

Current Escrow Balance, including interest:

	Escrow Amount	Interest Earned	Total with Interest
FY 2022	\$	\$	\$
FY 2023	\$	\$	\$
FY 2024	\$	\$	\$
FY 2025	\$	\$	\$
Total for FY'22, FY'23, FY 24, and FY'25			\$

If funds received prior to FY 2022 are still in escrow, these funds must be expended immediately (within 30 days) or returned to the State Department of Health. This grant application will be placed on hold until proof of compliance is submitted and approved.

(Upload bank statements to verify proof of interest)

Agreement for Supplemental Emergency Medical Services

For the purpose of providing expanded emergency medical services, and in consideration of the mutual covenants contained herein, it is hereby agreed by _____ (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's 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, 2025**, and remain in effect until **September 30, 2026**.
2. Funds shall be disbursed to the Grantee in a single payment before **June 1, 2025**.
3. The distribution of funds is subject to the receipt of same from the Emergency Medical Services Operating Fund.

<i>Signed</i>	
Applicant/Grantee (authorized agent's full Name) _____	Date: _____
Applicant/Grantee (primary 911 Contact) _____	Date: _____
<i>For State Department of Health Use Only:</i>	
Director, Emergency Medical Services _____	Date: _____

Grant Checklist

☐	Authorized Agent and EMS Operations Manager attended Grantee Meeting.
☐	All contact information on page 2 has been verified or any changes noted.
☐	Submit a letter or memorandum as support of collaboration from the licensed ambulance service provider(s) and /or county EMS regulatory programs.
☐	Official budget has been submitted (page 3).
☐	Official proposed budget has been submitted (page 4).
☐	Grant Narrative (Pages 6-10) have all been completed as needed to avoid any processing delay of your application.
☐	Escrow (Page 11) amount listed is for use of proposed grant funds only. No local dollars.
☐	Annual Expenditure Report (page 13) upload all receipts, vehicle titles and letters of modification.
☐	Annual Expenditure Report (page 13) has been signed by the comptroller or authorized agent.
☐	Escrow Report Page (page 14) is completed, and all funds are reported appropriately. Include interest as a separate entry.
☐	All grants' funds are being deposited in an interest-bearing account with the authorized agent (submit copies of bank statement)
☐	Contract page is signed by Authorized Agent (County Administrator, President of the Board of Supervisors, Chancery Clerk, Mayor, President EMS District).
☐	Contract page is signed by primary 911 EMS Agency or Agencies authorized contact (Operations Manager).
☐	Do not spend any grant funds until they are received by the authorized governmental agency.

Return the application by 5:00 p.m. November 9, 2025:

Mississippi State Department of Health
Bureau of Emergency Medical Services
ATTN: EMSOF Grant Administrator
P. O. Box 1700
Jackson, Mississippi 39215-1700

Should you have any questions regarding this application or the EMSOF program, please contact:

Alexandria Amos at 601-933-7652; Alexandria.Amos1@msdh.ms.gov

or

Billie Collier at 601-933-7648, or via email at billie.collier@msdh.ms.gov

For Department Use Only: (Do not write on this page)

Review	BEMS	OEMSAC Comments
	_____	_____
	_____	_____
	_____	_____
Date		
Returned	____/____/____	____/____/____

Grant Administrator Recommendations (Please initial.)

- ☐ Full approval
- ☐ Approval of budget modifications
- ☐ Conditional approval non-approval
- ☐ Referral to EMS Advisory Council

Comments: _____

Date and subject of any additional communications with applicant

Date:	Subject:
_____	_____
_____	_____
_____	_____
_____	_____

Proposed use of funds:

\$ _____	Personnel/Training	\$ _____	Ambulance
\$ _____	Regionalization	\$ _____	ALS Expenditures
	(_____ District)		
\$ _____	Commodities	\$ _____	Communications
\$ _____	BLS Equipment	\$ _____	First Response
\$ _____	Escrow	\$ _____	Other

Notes	Notes	Recipient	Escrow Notes



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 10/01/2025
SUBJECT: **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH REGION 8 MENTAL HEALTH SERVICES EMPLOYEE ASSISTANCE PROGRAM FOR THE FIRE AND POLICE DEPARTMENTS AND AUTHORIZE CHIEF BRIAN ROBERTS AND CHIEF JOSEPH FRENCH TO EXECUTE THE SAME.**

The fire and police departments respectfully requests your consideration to approve a professional services contract with Region 8 Mental Health Services for an Employee Assistance Program and authorizes Chief Brian Roberts and Chief Joseph French to execute the same. This contract will be from October 1, 2025, to June 30, 2026.

This contract will provide mental health services to our employees and family members in addition to providing consultation and education services and an opportunity to participate in an intake assessment and four (4) therapeutic sessions.

Thank you for your consideration.

ATTACHMENTS:

1. REGION 8 PROFESSIONAL SERVICE CONTRACT 10012025
2. Brandon PD and Region 8 EAP Proposal 10.1.25-6.30.2026

BRANDON FIRE DEPARTMENT PROFESSIONAL SERVICES CONTRACT

This CONTRACT is entered into by and between the Brandon Fire Department (hereinafter referred to as "BFD") and the Region 8 Mental Health Services (hereinafter referred to as "CONSULTANT"). This CONTRACT shall commence upon October 1, 2025 and continue until June 30, 2026 at 11:59 P.M. CDT, at which time this CONTRACT shall absolutely and finally terminate.

WHEREAS, Brandon Fire Department has a need for a Professional Employee Assistance Program, and

WHEREAS, the CONSULTANT agrees to render the professional services, described in Section 1, "Scope of Services", as stated below;

NOW THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The scope of work for this CONTRACT is as follows:

The CONSULTANT will provide the mental health services described below. The CONSULTANT will be available to BFD forty (40) hours per week, and will provide a Toll-Free 24 Hour Crisis Call Contact Number. A Mental Health Professional will be available to provide mental health services to BFD employees and covered dependents. The CONSULTANT will also provide consultation and education services to BFD employees, provide training seminars on topics requested by BFD, and provide critical incident stress debriefing when needed. The services to be provided specifically include:

- A. Training sessions for managers and supervisors in the orientation of identifying personal and emotional problems, which may affect workplace performance. Training in procedures of documentation and appropriate referral of employees to the Employee Assistance Program (EAP).
- B. Educational seminars and workshops regarding mental health issues and health lifestyle solutions offered to groups of employees needed and scheduled by BFD.
- C. The provision of a Confidential Emergency Contact line with access for BFD employees and their covered family members in case of an emergency.
- D. The preparation and submission of quarterly reports of EAP usage to a representative of BFD including number of EAP calls and types of assistance utilized (example: intake, therapy, etc.). Documentation will be statistical in nature, names will not be provided.

- E. A year end utilization report outlining the types of clinical and counseling services provided throughout the year.
- F. On-site critical incident stress debriefing twenty-four (24) to forty-eight (48) hours following an in-house crisis involving BFD employees.
- G. Assigned representative of the CONSULTANT to handle ongoing consultation and to ensure the quality of the EAP.
- H. BFD employees and covered dependents will be provided an opportunity to participate in an intake assessment and four therapeutic sessions.

The BRANDON FIRE DEPARTMENT (BFD) agrees to provide the following:

- A. Provide employees and covered family members written notification of the BFD sponsored benefit to be referred to as the Employee Assistance Program.
- B. The development of employee brochures and EAP user guides for BFD employees.
- C. Inform employees and covered dependents of the various services included in the EAP. Participation in these services by employees is voluntary and confidential.
- D. Inform management and supervisors that the CONSULTANT will maintain and protect the employee's confidentiality unless a formal release of the information is signed by the employee.
- E. Provide facilities for management training and educational seminars concerning mental health topics selected by BFD.
- F. Inform the CONSULTANT of any complaints or concerns about the EAP or any aspect of the CONSULTANT'S services.
- G. Designate a company representative to act as a liaison to the CONSULTANT in the administration of the program.

The services to be provided by the CONSULTANT are further described in the Region 8 EAP Proposal which is attached hereto as Exhibit "A" and incorporated herein by reference.

2. Compensation, Consideration and Method of Payment. As consideration for the performance of this CONTRACT, CONSULTANT shall be paid a total amount not to exceed \$0 for the months set forth as the term of this contract for those Services described in Section 1 of this CONTRACT. The CONSULTANT will invoice BFD for the entire amount of this CONTRACT upon signature of this agreement, which will be due and payable upon receipt.

Under no circumstance shall BFD be liable for an amount, including all costs, which exceeds the maximum CONTRACT amount of \$0.

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising, against BFD for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release BFD from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by BFD of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

3. Employment Status. The CONSULTANT shall, during the entire term of this CONTRACT, be construed to be an independent contractor. Nothing in this CONTRACT is intended nor shall be construed to create an employer-employee relationship, or a joint venture relationship. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder, and that any sum due and payable to the CONSULTANT shall be paid as a gross sum with withholdings or deductions being made by the CONSULTANT for any purpose from said CONTRACT sum.
4. Termination. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner, as determined by the BFD, its obligations under this CONTRACT, or if the CONSULTANT, shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the BFD shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for satisfactory work completed but not yet paid in connection with this CONTRACT. Such compensation shall be based upon the fees set forth in Section 2, but in no case, shall said compensation exceed the total contract price.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the BFD, for damages sustained by the BFD by virtue of any breach of this CONTRACT by the CONSULTANT, and the BFD may withhold any payments to the CONSULTANT for the purpose of offsetting damages until such time as the exact amount of damages due to the BFD from the CONSULTANT are determined.

5. Termination for Convenience of the BFD. The BFD may terminate this CONTRACT at any time by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The CONSULTANT shall be paid an amount for work performed but not yet paid based on the terms of Paragraph 2.
6. Ownership of Documents and Work Products. Except for confidential medical records or other information protected by law from disclosure, all data collected by the CONSULTANT, and/or other material collected and prepared by the CONSULTANT in connection with this CONTRACT shall be the property of the BFD upon completion of this CONTRACT or upon termination of this CONTRACT.
7. Record Retention and Access to Records. The CONSULTANT shall maintain, and make available to the BFD, any financial records, supporting documents, statistical records pertinent to the services performed under this CONTRACT. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records, shall be retained until resolution.
8. Modification or Amendment. Modifications, changes or amendments to this CONTRACT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this CONTRACT must be in writing and signed by both parties hereto.
9. Assignment. Except as specifically stated in this section, the CONSULTANT shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of this CONTRACT without prior written consent of the BFD. Any attempted assignment or transfer of its obligations without such consent shall be wholly void. On a case by case basis, the CONSULTANT may hire a qualified sub-contractor to perform the services covered by this CONTRACT to serve the needs of an BFD employee in a remote location or other special need; however, the CONSULTANT must first contact the BFD liaison listed in Section 21 below to obtain the approval of the BFD EAP Coordinator before the hiring of a sub-contractor to meet the needs of BFD in a particular case.
10. Waiver. Failure of either party to insist upon strict compliance with any terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.
11. Insurance. The CONSULTANT represents that it will maintain workers' compensation insurance as prescribed by law.
12. Governing Law and Legal Remedies. This CONTRACT shall be construed and governed in accordance with the laws of the State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the BFD be obligated to pay an attorney's fee or

the cost of legal action to the CONSULTANT.

13. Severability. If any term or provision of this CONTRACT is prohibited by the laws of the State of Mississippi or declared invalid or void by court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.
14. Compliance with Laws. The CONSULTANT shall comply with all applicable laws, regulations, policies, and procedures of the United States or the State of Mississippi that may affect the performance of services under this CONTRACT. Specifically, but not limited to, the CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, age, national origin or disability.
15. Entire Agreement. This CONTRACT constitutes the entire agreement of the entities with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.
16. Special Terms and Conditions. It is agreed and understood by each party of this CONTRACT that there are no special terms and conditions.
17. General. The BFD shall be notified of any potential conflict of interest resulting from the representation of other clients. If such conflicts cannot be resolved to the BFD's satisfaction, the BFD reserves the right to terminate this CONTRACT.
18. Notice. Any notice required or permitted to be given under this CONTRACT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

BFD:

Chief Brian Roberts
Brandon Fire Department
629 Marquette Road
Brandon, MS 39042
Telephone: (601) 825-7225

CONSULTANT:

Mr. Dave Van, Executive Director
Region 8 Mental Health Services
613 Marquette Road
P.O. Box 88
Brandon, MS 39042
Telephone: (601) 824-0342

Both parties hereto represent that they have authority to enter this CONTRACT.

WITNESS this my signature in execution hereof, this the _____ day of _____, 2025.

BRANDON FIRE DEPARTMENT

Brian Roberts, Brandon Fire Chief

Date: _____

REGION 8 MENTAL HEALTH SERVICES

Dave Van, Executive Director

Date: _____

EXHIBIT "A"

REGION 8 EAP PROPOSAL



REGION 8 MENTAL HEALTH SERVICES

EMPLOYEE ASSISTANCE PROGRAM

**Contact: DAVE VAN, Executive Director
WESLEY DODD, Administrator – Madison County
REGION 8 MENTAL HEALTH SERVICES
P.O. BOX 88
BRANDON, MS 39043**

EAP PROPOSAL

REGION 8 MENTAL HEALTH

EMPLOYEE ASSISTANCE PROGRAM

- I. Policy:
It is the policy of Region 8 Mental Health Services (Region 8) to provide to participating businesses, industries, governmental entities, education institutions, and nonprofit agencies a negotiated package of mental health services for the employees and covered dependents of the participant.
- II. Purpose:
To facilitate the utilization of mental health services to aid in the maintenance of employment of employees experiencing productivity and/or efficiency problems, which negatively affect the working environment.
- III. Procedure:
Region 8 Mental Health Services (Region 8) will provide mental health services as listed in this contract to the Brandon Fire Department (BFD) for \$0 for the eight (8) month period beginning October 1, 2025 through June 30, 2026. Region 8 will be available to BFD a minimum 40 hours per week, and will provide a toll-free 24 Hour Crisis Call Contact Number. A Mental Health Professional will be available to travel throughout the county to provide mental health services to BFD employees and covered dependents, thus making the receipt of mental health services as convenient as possible to the BFD employees and their families. Region 8 will also provide consultation and education services to BFD employees, provide training seminars on topics requested by BFD, and provide critical incident stress debriefing when needed.

Services Provided

- A. Training sessions for managers and supervisors in the orientation of identifying personal and emotional problems, which may affect workplace performance. Training in procedures of documentation and appropriate referral of employees to the Employee Assistance Program (EAP).
- B. Educational seminars and workshops regarding mental health issues and health lifestyle solutions offered to groups of employees as needed and scheduled by BFD.
- C. The provision of a Confidential Emergency Contact line with access for the BFD employees and their covered family members in case of an emergency.
- D. The preparation and submission of quarterly reports of EAP usage to a representative of BFD including the number of EAP calls and types of assistance utilized (example: intake, therapy, etc.). Documentation will be statistical in nature, names will not be provided.
- E. A year end utilization report outlining the types of clinical and counseling services provided through the contract term.
- F. On-site critical incident stress debriefing twenty-four to forty-eight hours following an in-house crisis involving BFD employees.

- G. Assigned representative of Region 8 to handle ongoing consultation and to ensure quality of the EAP.
- H. BFD client employees and covered dependents will be provided with an opportunity to participate in an intake assessment and four therapeutic sessions.

IV. The Brandon Fire Department agrees to:

- A. Provide employees and covered family members written notification of the BFD sponsored benefit to be referred to as the Employee Assistance Program.
- B. The development of employee brochures and EAP user guides for the BFD employees.
- C. Inform employees and covered dependents of the various services included in the EAP. Participation in these services by employees is voluntary and confidential.
- D. Inform management and supervisors that Region 8 will maintain and protect the employee's confidentiality unless a formal release of information is signed by the employee.
- E. Provide facilities for management training and educational seminars concerning mental health topics selected by BFD.
- F. Inform Region 8 of any complaints or concerns about the EAP or any aspect of Region 8's services.
- G. Designate a company representative to act as a liaison to Region 8 in the administration of the program.

V. Additional services that may be needed can be provided on a fee for service basis. Additional services offered are attached.



REGION 8 MENTAL HEALTH SERVICES

Services provided at the rate of \$0 for the eight (8) month period beginning October 1, 2025 – June 30, 2026:

1. *Intake Evaluation/Assessment Services* - Each client receives face-to-face consultation to assess their unique needs. An individualized treatment plan is then developed with the consumer.
2. *Individualized Treatment Plan Development* - The therapist works with the client to develop a holistic treatment plan that reflects the unique needs of the employee. This plan of care is based upon the needs identified during the intake evaluation and assessment. Specific services are recommended to the client and the plan of care is reviewed with the client.
3. *Individual Therapy* - This service consists of one-on-one psychotherapy that may be provided at an agreed upon appropriate location in the community.
4. *Group Therapy* - This service is often an appropriate means to prevent deterioration, encourage remediation, express previously repressed and accumulated feelings and allows the client to model skills in an appropriate peer environment. Areas of concentration in the group process include, but are not limited to, conflict resolution, anger management, problem solving, goal setting, assertiveness, managing responsibilities and grief.
5. *Marriage and Family Therapy* - This service consists of psychotherapy provided to the client, employee and or spouse together or with other family members if needed. This also can consist of couple's therapy to work on relationship issues.
6. *Consultation and Education Services* - Region 8 Mental Health Services participates in seminars and conferences as requested. Consultation and Education Services are designed to educate clients on topics related to creating a healthy environment.
7. *Crisis Intervention Services* - A 24-hour crisis telephone service is available to client employees and their covered dependents during regular hours of operation and after hours every day of the year. A Mental Health Professional will help resolve issues appropriately or make a referral to someone who can immediately assist.

8. *Seminars and Workshops* - Training seminars and workshops can be provided on topics requested by BFD.
9. *Inpatient Referral and Assistance with Voluntary or Involuntary Commitment Process* - Region 8 will be responsible for ensuring that referrals for inpatient services are provided and that consumers and family members are educated on the state's voluntary and involuntary commitment process if needed.
10. *Critical Incident Stress Debriefing* – Offered on-site within 24 to 48 hours following an in-house crisis involving BFD employees.
11. *Assessment for Substance Abuse* – Assessment for substance abuse with recommendations for the appropriate level of care. Referrals could consist of outpatient therapy, intensive outpatient programs, education, or residential treatment. Referrals can be made internally and/or externally from Region 8 Mental Health. The cost of recommended SUD treatment is not included in this contract.

BRANDON POLICE DEPARTMENT PROFESSIONAL SERVICES CONTRACT

This CONTRACT is entered into by and between the Brandon Police Department (hereinafter referred to as “BPD”) and the Region 8 Mental Health Services (hereinafter referred to as “CONSULTANT”). This CONTRACT shall commence upon October 1, 2025 and continue until June 30, 2026 at 11:59 P.M. CDT, at which time this CONTRACT shall absolutely and finally terminate.

WHEREAS, Brandon Police Department has a need for a Professional Employee Assistance Program, and

WHEREAS, the CONSULTANT agrees to render the professional services, described in Section 1, “Scope of Services”, as stated below;

NOW THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The scope of work for this CONTRACT is as follows:

The CONSULTANT will provide the mental health services described below. The CONSULTANT will be available to BPD forty (40) hours per week, and will provide a Toll-Free 24 Hour Crisis Call Contact Number. A Mental Health Professional will be available to provide mental health services to BPD employees and covered dependents. The CONSULTANT will also provide consultation and education services to BPD employees, provide training seminars on topics requested by BPD, and provide critical incident stress debriefing when needed. The services to be provided specifically include:

- A. Training sessions for managers and supervisors in the orientation of identifying personal and emotional problems, which may affect workplace performance. Training in procedures of documentation and appropriate referral of employees to the Employee Assistance Program (EAP).
- B. Educational seminars and workshops regarding mental health issues and health lifestyle solutions offered to groups of employees needed and scheduled by BPD.
- C. The provision of a Confidential Emergency Contact line with access for BPD employees and their covered family members in case of an emergency.
- D. The preparation and submission of quarterly reports of EAP usage to a representative of BPD including number of EAP calls and types of assistance utilized (example: intake, therapy, etc.). Documentation will be statistical in nature, names will not be provided.

- E. A year end utilization report outlining the types of clinical and counseling services provided throughout the year.
- F. On-site critical incident stress debriefing twenty-four (24) to forty-eight (48) hours following an in-house crisis involving BPD employees.
- G. Assigned representative of the CONSULTANT to handle ongoing consultation and to ensure the quality of the EAP.
- H. BPD employees and covered dependents will be provided an opportunity to participate in an intake assessment and four therapeutic sessions.

The BRANDON POLICE DEPARTMENT (BPD) agrees to provide the following:

- A. Provide employees and covered family members written notification of the BPD sponsored benefit to be referred to as the Employee Assistance Program.
- B. The development of employee brochures and EAP user guides for BPD employees.
- C. Inform employees and covered dependents of the various services included in the EAP. Participation in these services by employees is voluntary and confidential.
- D. Inform management and supervisors that the CONSULTANT will maintain and protect the employee's confidentiality unless a formal release of the information is signed by the employee.
- E. Provide facilities for management training and educational seminars concerning mental health topics selected by BPD.
- F. Inform the CONSULTANT of any complaints or concerns about the EAP or any aspect of the CONSULTANT'S services.
- G. Designate a company representative to act as a liaison to the CONSULTANT in the administration of the program.

The services to be provided by the CONSULTANT are further described in the Region 8 EAP Proposal which is attached hereto as Exhibit "A" and incorporated herein by reference.

2. Compensation, Consideration and Method of Payment. As consideration for the performance of this CONTRACT, CONSULTANT shall be paid a total amount not to exceed \$0 for the months set forth as the term of this contract for those Services described in Section 1 of this CONTRACT. The CONSULTANT will invoice BPD for the entire amount of this CONTRACT upon signature of this agreement, which will be due and payable upon receipt.

Under no circumstance shall BPD be liable for an amount, including all costs, which exceeds the maximum CONTRACT amount of \$0.

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising, against BPD for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release BPD from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by BPD of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

3. Employment Status. The CONSULTANT shall, during the entire term of this CONTRACT, be construed to be an independent contractor. Nothing in this CONTRACT is intended nor shall be construed to create an employer-employee relationship, or a joint venture relationship. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder, and that any sum due and payable to the CONSULTANT shall be paid as a gross sum with withholdings or deductions being made by the CONSULTANT for any purpose from said CONTRACT sum.
4. Termination. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner, as determined by the BPD, its obligations under this CONTRACT, or if the CONSULTANT, shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the BPD shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for satisfactory work completed but not yet paid in connection with this CONTRACT. Such compensation shall be based upon the fees set forth in Section 2, but in no case, shall said compensation exceed the total contract price.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the BPD, for damages sustained by the BPD by virtue of any breach of this CONTRACT by the CONSULTANT, and the BPD may withhold any payments to the CONSULTANT for the purpose of offsetting damages until such time as the exact amount of damages due to the BPD from the CONSULTANT are determined.

5. Termination for Convenience of the BPD. The BPD may terminate this CONTRACT at any time by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The CONSULTANT shall be paid an amount for work performed but not yet paid based on the terms of Paragraph 2.
6. Ownership of Documents and Work Products. Except for confidential medical records or other information protected by law from disclosure, all data collected by the CONSULTANT, and/or other material collected and prepared by the CONSULTANT in connection with this CONTRACT shall be the property of the BPD upon completion of this CONTRACT or upon termination of this CONTRACT.
7. Record Retention and Access to Records. The CONSULTANT shall maintain, and make available to the BPD, any financial records, supporting documents, statistical records pertinent to the services performed under this CONTRACT. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records, shall be retained until resolution.
8. Modification or Amendment. Modifications, changes or amendments to this CONTRACT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this CONTRACT must be in writing and signed by both parties hereto.
9. Assignment. Except as specifically stated in this section, the CONSULTANT shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of this CONTRACT without prior written consent of the BPD. Any attempted assignment or transfer of its obligations without such consent shall be wholly void. On a case by case basis, the CONSULTANT may hire a qualified sub-contractor to perform the services covered by this CONTRACT to serve the needs of an BPD employee in a remote location or other special need; however, the CONSULTANT must first contact the BPD liaison listed in Section 21 below to obtain the approval of the BPD EAP Coordinator before the hiring of a sub-contractor to meet the needs of BPD in a particular case.
10. Waiver. Failure of either party to insist upon strict compliance with any terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.
11. Insurance. The CONSULTANT represents that it will maintain workers' compensation insurance as prescribed by law.
12. Governing Law and Legal Remedies. This CONTRACT shall be construed and governed in accordance with the laws of the State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the BPD be obligated to pay an attorney's fee or

the cost of legal action to the CONSULTANT.

13. Severability. If any term or provision of this CONTRACT is prohibited by the laws of the State of Mississippi or declared invalid or void by court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.
14. Compliance with Laws. The CONSULTANT shall comply with all applicable laws, regulations, policies, and procedures of the United States or the State of Mississippi that may affect the performance of services under this CONTRACT. Specifically, but not limited to, the CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, age, national origin or disability.
15. Entire Agreement. This CONTRACT constitutes the entire agreement of the entities with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.
16. Special Terms and Conditions. It is agreed and understood by each party of this CONTRACT that there are no special terms and conditions.
17. General. The BPD shall be notified of any potential conflict of interest resulting from the representation of other clients. If such conflicts cannot be resolved to the BPD'S satisfaction, the BPD reserves the right to terminate this CONTRACT.
18. Notice. Any notice required or permitted to be given under this CONTRACT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

BPD:

Chief Joseph French
Brandon Police Department
1455 W Government St.
Brandon, MS 39043
Telephone: (601) 825-7225

CONSULTANT:

Mr. Dave Van, Executive Director
Region 8 Mental Health Services
613 Marquette Road
P.O. Box 88
Brandon, MS 39043
Telephone: (601) 824-0342

Both parties hereto represent that they have authority to enter this CONTRACT.

WITNESS this my signature in execution hereof, this the _____ day of _____, 2025.

BRANDON POLICE DEPARTMENT

Joseph French, Brandon Chief of Police

Date: _____

REGION 8 MENTAL HEALTH SERVICES

Dave Van, Executive Director

Date: _____

EXHIBIT "A"

REGION 8 EAP PROPOSAL



REGION 8 MENTAL HEALTH SERVICES

EMPLOYEE ASSISTANCE PROGRAM

**Contact: DAVE VAN, Executive Director
WESLEY DODD, Administrator – Madison County
REGION 8 MENTAL HEALTH SERVICES
P.O. BOX 88
BRANDON, MS 39043**

EAP PROPOSAL

REGION 8 MENTAL HEALTH

EMPLOYEE ASSISTANCE PROGRAM

- I. Policy:
It is the policy of Region 8 Mental Health Services (Region 8) to provide to participating businesses, industries, governmental entities, education institutions, and nonprofit agencies a negotiated package of mental health services for the employees and covered dependents of the participant.
- II. Purpose:
To facilitate the utilization of mental health services to aid in the maintenance of employment of employees experiencing productivity and/or efficiency problems, which negatively affect the working environment.
- III. Procedure:
Region 8 Mental Health Services (Region 8) will provide mental health services as listed in this contract to the Brandon Police Department (BPD) for \$0 for the eight (8) month period beginning October 1, 2025 through June 30, 2026. Region 8 will be available to BPD a minimum 40 hours per week, and will provide a toll-free 24 Hour Crisis Call Contact Number. A Mental Health Professional will be available to travel throughout the county to provide mental health services to BPD employees and covered dependents, thus making the receipt of mental health services as convenient as possible to the BPD employees and their families. Region 8 will also provide consultation and education services to BPD employees, provide training seminars on topics requested by BPD, and provide critical incident stress debriefing when needed.

Services Provided

- A. Training sessions for managers and supervisors in the orientation of identifying personal and emotional problems, which may affect workplace performance. Training in procedures of documentation and appropriate referral of employees to the Employee Assistance Program (EAP).
- B. Educational seminars and workshops regarding mental health issues and health lifestyle solutions offered to groups of employees as needed and scheduled by BPD.
- C. The provision of a Confidential Emergency Contact line with access for the BPD employees and their covered family members in case of an emergency.
- D. The preparation and submission of quarterly reports of EAP usage to a representative of BPD including the number of EAP calls and types of assistance utilized (example: intake, therapy, etc.). Documentation will be statistical in nature, names will not be provided.
- E. A year end utilization report outlining the types of clinical and counseling services provided through the contract term.
- F. On-site critical incident stress debriefing twenty-four to forty-eight hours following an in-house crisis involving BPD employees.

- G. Assigned representative of Region 8 to handle ongoing consultation and to ensure quality of the EAP.
- H. BPD client employees and covered dependents will be provided with an opportunity to participate in an intake assessment and four therapeutic sessions.

IV. The Brandon Police Department agrees to:

- A. Provide employees and covered family members written notification of the BPD sponsored benefit to be referred to as the Employee Assistance Program.
- B. The development of employee brochures and EAP user guides for the BPD employees.
- C. Inform employees and covered dependents of the various services included in the EAP. Participation in these services by employees is voluntary and confidential.
- D. Inform management and supervisors that Region 8 will maintain and protect the employee's confidentiality unless a formal release of information is signed by the employee.
- E. Provide facilities for management training and educational seminars concerning mental health topics selected by BPD.
- F. Inform Region 8 of any complaints or concerns about the EAP or any aspect of Region 8's services.
- G. Designate a company representative to act as a liaison to Region 8 in the administration of the program.

V. Additional services that may be needed can be provided on a fee for service basis. Additional services offered are attached.



REGION 8 MENTAL HEALTH SERVICES

Services provided at the rate of \$0 for the eight (8) month period beginning October 1, 2025 – June 30, 2026:

1. *Intake Evaluation/Assessment Services* - Each client receives face-to-face consultation to assess their unique needs. An individualized treatment plan is then developed with the consumer.
2. *Individualized Treatment Plan Development* - The therapist works with the client to develop a holistic treatment plan that reflects the unique needs of the employee. This plan of care is based upon the needs identified during the intake evaluation and assessment. Specific services are recommended to the client and the plan of care is reviewed with the client.
3. *Individual Therapy* - This service consists of one-on-one psychotherapy that may be provided at an agreed upon appropriate location in the community.
4. *Group Therapy* - This service is often an appropriate means to prevent deterioration, encourage remediation, express previously repressed and accumulated feelings and allows the client to model skills in an appropriate peer environment. Areas of concentration in the group process include, but are not limited to, conflict resolution, anger management, problem solving, goal setting, assertiveness, managing responsibilities and grief.
5. *Marriage and Family Therapy* - This service consists of psychotherapy provided to the client, employee and or spouse together or with other family members if needed. This also can consist of couple's therapy to work on relationship issues.
6. *Consultation and Education Services* - Region 8 Mental Health Services participates in seminars and conferences as requested. Consultation and Education Services are designed to educate clients on topics related to creating a healthy environment.
7. *Crisis Intervention Services* - A 24-hour crisis telephone service is available to client employees and their covered dependents during regular hours of operation and after hours every day of the year. A Mental Health Professional will help resolve issues appropriately or make a referral to someone who can immediately assist.

8. *Seminars and Workshops* - Training seminars and workshops can be provided on topics requested by BPD.
9. *Inpatient Referral and Assistance with Voluntary or Involuntary Commitment Process* - Region 8 will be responsible for ensuring that referrals for inpatient services are provided and that consumers and family members are educated on the state's voluntary and involuntary commitment process if needed.
10. *Critical Incident Stress Debriefing* – Offered on-site within 24 to 48 hours following an in-house crisis involving BPD employees.
11. *Assessment for Substance Abuse* – Assessment for substance abuse with recommendations for the appropriate level of care. Referrals could consist of outpatient therapy, intensive outpatient programs, education, or residential treatment. Referrals can be made internally and/or externally from Region 8 Mental Health. The cost of recommended SUD treatment is not included in this contract.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 10/06/2025
SUBJECT: MONTHLY REPORTS

		FD Monthly Activity Report - Sept 2025					
		Active	Not Active	Problem Locations:			
1.	Weather Sirens	18	2	Greenbrook, Hwy 468-Armory			
2.	Pafford P1	# Calls	174	Avg Resp Time	10:57		
3.	BFD	# Calls	197	Avg Resp Time	5.62		
		Fire	EMS	Wrecks	Training	Inspections	Other
		8	136	12	379	30	46

ATTACHMENTS:

None