

**MUNICIPAL DOCKET  
MAYOR AND BOARD OF ALDERMEN MEETING  
JANUARY 2, 2024 BEGINNING AT 6:00 P.M.**

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<b>ALDERMEN</b>							
<b>Mayor</b>	<b>Ward 1</b>	<b>Ward 2</b>	<b>Ward 3</b>	<b>Ward 4</b>	<b>Ward 5</b>	<b>Ward 6</b>	<b>At Large</b>
Allen Latimer	Mike Guice	Tommy Bledsoe	Jackie Bostick	Dave Young	LaShonda Johnson	Robby DuPree	Danny Klein

Meeting Called To Order  
Invocation:

Mayor Allen Latimer  
Rev. Robert Long –  
New Bethlehem  
Pres. Church

Pledge of Allegiance:  
Roll Call

Alderman Young

- I. Vote on Municipal Docket**
- II. Consent Agenda**

- A. Approval of minutes for December 19, 2023 Mayor and Board of Aldermen meeting.
- B. Request approval to award contract bid for Winesap Rd./Church Rd Drainage repairs to Holden Integrated Services, LLC in the amount of \$42,975.00, being the lowest and best bid received.
- C. Request to declare the item in IT Surplus Property DEC 23 list as surplus and dispose of same as stated therein and finding the fair market value of any property to be recycled or destroyed to be zero.
- D. Acknowledgement of a donation to the HL Animal Shelter for \$25.00 from Charles and Mary Tyler.
- E. Resignation of S. Burks in the Code Enforcement/Planning Department effective December 27, 2023.
- F. Request to hire S. Washington as a street laborer at \$15.00 per hour plus benefits effective January 7, 2024.
- G. Request to hire M. Trotter as a street laborer at \$15.00 per hour plus benefits effective January 7, 2024.
- H. Recommendation for a 80 hour suspension without pay and one year probation for Employee #500 for violation of personnel policy #701- Employee Conduct and Work Rules- Unsatisfactory Performance, #505- Vehicle Fleet Safety Policy, Item G, and #701.1-11 Gross Misconduct on or off duty.
- I. Request to promote C. Brown to Certified Firefighter II at \$17.60 per hour effective January 7, 2024.

- J. Request to promote J. Casey to Certified Firefighter III at \$18.00 per hour effective January 7, 2024.
- K. Request to promote J. Corroto to Certified Firefighter III at \$18.00 per hour effective January 7, 2024.
- L. Request to promote J. Gardner to Certified Firefighter III at \$18.00 per hour effective January 7, 2024.
- M. Request to promote J. Hancock to Certified Firefighter III at \$18.00 per hour effective January 7, 2024.
- N. Request to promote J. Johnson to Certified Firefighter III at \$18.00 per hour effective January 7, 2024.
- O. Request to promote R. Willingham to Certified Firefighter III at \$18.00 per hour effective January 7, 2024.
- P. Request authorization for the Mayor to sign application for Police Traffic Services FY2025 from the Governor's Office of Highway Safety in the amount of \$59,352.00.
- Q. Request authorization for the Mayor to sign application for Alcohol Countermeasures (154) FY2025 from the Governor's Office of Highway Safety in the amount of \$190,459.68.
- R. Resignation of Officer M. Archie effective December 12, 2023.
- S. Resignation of Officer J. Roque effective December 24, 2023.
- T. Request to hire E. Earl as P2 at \$26.47 per hour plus benefits effective January 2, 2024.
- U. Request to hire S. Wicks as P1 at \$ 25.47 per hour plus benefits effective January 2, 2024.
- V. Authorize to adjust utility bill individual itemized list for December 2023 in the amount of \$2,355.46 and for any reductions finding the bill was unreasonably increased because of unforeseen circumstances and that the customer did not receive the benefit of the service.
- W. Adoption of Resolution approving interlocal agreement between DeSoto County, Mississippi, City of Southaven, Mississippi, City of Hernando, Mississippi, City of Horn Lake, Mississippi, the Town of Walls, Mississippi, the DeSoto County Regional Utility Authority, and the DeSoto County Emergency 911 Commission for Digital Orthophotography.
- X. Request approval for payment of Pay Estimate #2 to Gibson Paving on the 2022 Street Management Program Year 1 Phase 1 in the amount of \$1,432,242.14.
- Y. Approval of preliminary engineering services contract with Neel-Schaffer, Inc. for Horn Lake Rd. Sidewalk Project STP-7866-00(003) LPA/109067-711000 and to authorize, ratify, and confirm the Mayor's execution of the contract.

**III. Claims Docket**

**IV. Special Guests/ Presentations**

- A. Swearing in of Mrs. Kirby Carter as the new member of the Planning Commission for Alderman Young Ward 4.

B. Jim Taylor – Driveway Issues

**V. Planning**

**VI. New Business**

A. Discussion of new animal shelter project.

B. Request approval of change order #3 payable to Murphy and Sons Inc totaling \$6,335.55 for the City Hall Renovation project.

**VII. Citizen Remarks**

**VIII. Mayor / Alderman Correspondence**

**IX. Department Head Correspondence**

**X. Engineer Correspondence**

**XI. City Attorney Correspondence**

**XII. Executive Session**

**XIII. Adjourn**

January 2, 2024

Be it remembered that the meeting of the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi was held on January 2, 2024 beginning at 6:00 p.m., it being the said time and place for conducting the meeting.

When and where the following were present: Mayor Latimer, Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, Alderman Young, Steven Boxx, Public Works Director, Nikki Pullen, Police Chief, David Linville, Fire Chief, Andrew Hockensmith, Interim Planning Director, Glenn Andrews, Animal Services Director, Vince Malavasi, City Engineer, Julie Valsamis, Deputy City Clerk, Jim Robinson CAO/City Clerk, and Billy Campbell, City Attorney.

Absent: None.

Order # 01-01-24

**Order to approve Municipal Docket**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Municipal Docket as presented.

Said motion was made by Alderman Guice and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 2nd day of January, 2024.

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Mayor

Attest:

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CAO/City Clerk  
Seal

Order #01-02-24

**Order to approve Consent Agenda**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Consent Agenda items A-Y, removing item H, to be discussed in Executive Session.

- A. Approval of minutes for December 19, 2023 Mayor and Board of Aldermen meeting.
- B. Request approval to accept bid from and award contract to Holden Integrated Services LLC for Winesap Rd./Church Rd Drainage repairs in the amount of \$42,975.00, being the lowest and best bid received.
- C. Request to declare the item in IT Surplus Property DEC 23 list as surplus and dispose of pursuant to MS Code Ann. Section 17-25-25, and finding the fair market value of any property to be recycled or destroyed to be zero.
- D. Acknowledgement of a donation to the HL Animal Shelter for \$25.00 from Charles and Mary Tyler.
- E. Resignation of S. Burks in the Code Enforcement/Planning Department effective December 27, 2023.
- F. Request to hire S. Washington as a street laborer at \$15.00 per hour plus benefits effective January 7, 2024.
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- V. Authorize to adjust utility bill individual itemized list for December 2023 in the amount of \$2,355.46 and for any reductions finding the bill was unreasonably increased because of unforeseen circumstances and that the customer did not receive the benefit of the service.
- W. Adoption of Resolution approving interlocal agreement between DeSoto County, Mississippi, City of Southaven, Mississippi, City of Hernando, Mississippi, City of Horn Lake, Mississippi, the Town of Walls, Mississippi, the DeSoto County Regional Utility Authority, and the DeSoto County Emergency 911 Commission for Digital Orthophotography.
- X. Request approval for payment of Pay Estimate #2 to Gibson Paving on the 2022 Street Management Program Year 1 Phase 1 in the amount of \$1,432,242.14.
- Y. Approval of preliminary engineering services contract with Neel-Schaffer, Inc. for Horn Lake Rd. Sidewalk Project STP-7866-00(003) LPA/109067-711000 and to authorize, ratify, and confirm the Mayor's execution of the contract.

Said motion was made by Alderman Bostick and seconded by Alderman Guice.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, and Alderman DuPree.

Nays: Alderman Young.

Absent: None.

So ordered this 2nd day of January 2024.

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Mayor

Attest:

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CAO/City Clerk  
Seal

Type	Manufacturer	Model	Serial Number
Desktop	HP	8000e	2UA0061DMJ
Desktop	HP	Z200	<b>2UA0490GRP</b>
Monitor	Dell	A05	<b>MX0C95364663479B2FAL</b>
Laptop	Dell	XPS12	CZFKXW1
Laptop	Acer	F5-573	NXGJZAA001648152057600
Laptop	Toshiba	C55-B5392	1F260066P

**RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN DESOTO COUNTY, MISSISSIPPI, CITY OF SOUTHAVEN, MISSISSIPPI, CITY OF HERNANDO, MISSISSIPPI, CITY OF HORN LAKE, MISSISSIPPI, THE TOWN OF WALLS, MISSISSIPPI, THE DESOTO COUNTY REGIONAL UTILITY AUTHORITY, AND THE DESOTO COUNTY EMERGENCY 911 COMMISSION FOR DIGITAL ORTHOPHOTOGRAPHY**

**WHEREAS**, pursuant to Mississippi Code Annotated Section 25-58-1 et seq., the counties and municipalities of the State of Mississippi are authorized to do all things necessary and desirable to create graphic information systems; and

**WHEREAS**, DeSoto secured a quote from Nearmap US, Inc. for subscription access to aerial imagery, public display licensing of aerial imagery, and permanent offline government aerial photograph. DeSoto has executed a professional services agreement with The Nearmap Map Company, Inc (“Nearmap”) to perform the services necessary to provide to DeSoto the “Deliverables” identified in that service agreement between DeSoto and Nearmap; and

**WHEREAS**, pursuant to Chapter 1039, Local and Private Laws of 1999, as amended by House Bill 1876 of the Regular Session of 2002, as amended by House Bill 1639 of the Regular Session of 2003, as amended by House Bill 1773 of the Regular Session of 2016 (“Legislation”), Section 1 and Section 8(d), the DeSoto County Regional Utility Authority is

authorized to engage in a cooperative effort by any area within Desoto County for the acquisition, construction, and operation of user funded sewage systems and sewage treatment systems and enter into contracts with any public agency in furtherance of the purposes of the Legislation; and

**WHEREAS**, the Parties desire to improve their respective GIS mapping data bases and the participants each wish to receive, or have access to, base maps of their respective geographical areas as produced by Nearmap; and

**WHEREAS**, the Parties desire to cost share for the cost of services to be provided by Nearmap and have determined the appropriate pro rata cost to be contributed by each of the Parties. Further, each of Party desires to contribute its respective pro rata share of the cost to DeSoto to secure the Deliverables from Nearmap; and

**WHEREAS**, the parties hereto believe that their efforts may best be accomplished by a formal agreement pursuant to the authority of the AInterlocal Cooperation Act of 1974"; and

**THEREFORE, BE IT RESOLVED** , the DeSoto County Board of Supervisors does request the Mississippi Attorney General’s approval of that interlocal styled “Interlocal Agreement Between DeSoto County, Mississippi, City of Southaven, Mississippi, City of Hernando, Mississippi, City of Horn Lake, Mississippi, The Town of Walls, Mississippi, The DeSoto County Regional Utility Authority, and the DeSoto County Emergency 911 Commission For Digital Orthophotography”, a copy of which is attached hereto.

**REVOLVED**, this the 2<sup>nd</sup> day of January, 2024.

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Allen B. Latimer, Mayor

ATTEST:

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CAO/City Clerk

Seal

**INTERLOCAL AGREEMENT BETWEEN DESOTO COUNTY, MISSISSIPPI, CITY OF SOUTHAVEN, MISSISSIPPI, CITY OF HERNANDO, MISSISSIPPI, CITY OF HORN LAKE, MISSISSIPPI, THE TOWN OF WALLS, MISSISSIPPI, THE DESOTO COUNTY REGIONAL UTILITY AUTHORITY, AND THE DESOTO COUNTY EMERGENCY 911 COMMISSIONS FOR DIGITAL ORTHOPHOTOGRAPHY**

This agreement is made and entered into by and between DeSoto County, Mississippi (DeSoto); City of Southaven, Mississippi (Southaven); City of Hernando, Mississippi (Hernando); City of Horn Lake, Mississippi (Horn Lake); the Town of Walls, Mississippi (Walls), the DeSoto County Regional Utility

Authority (DCRUA), and the DeSoto County Emergency 911 Commission (E-911). All of the foregoing parties are collectively referred to herein as the Parties.

**WHEREAS**, pursuant to Mississippi Code Annotated Section 25-58-1 et seq., the counties and municipalities of the State of Mississippi are authorized to do all things necessary and desirable to create graphic information systems; and

**WHEREAS**, pursuant to Chapter 1039, Local and Private Laws of 1999, as amended by House Bill 1876 of the Regular Session of 2002, as amended by House Bill 1639 of the Regular Session of 2003, as amended by House Bill 1773 of the Regular Session of 2016 (“Legislation”), Section 1 and Section 8(d), DCRUA is authorized to engage in a cooperative effort by any area within Desoto County for the acquisition, construction, and operation of user funded sewage systems and sewage treatment systems and enter into contracts with any public agency in furtherance of the purposes of the Legislation; and

**WHEREAS**, DeSoto secured a quote from Nearmap US, Inc. for subscription access to aerial imagery, public display licensing of aerial imagery, and permanent offline government aerial photograph. DeSoto has executed a professional services agreement with The Nearmap Map Company, Inc (“Nearmap”) to perform the services necessary to provide to DeSoto the “Deliverables” identified in that service agreement between DeSoto and Nearmap; and

**WHEREAS**, DeSoto has received all necessary and required approvals contemplated by Code Annotated Section 25-58-1, et seq. to secure the contract with Nearmap and the Deliverables; and

**WHEREAS**, the Parties desire to improve their respective GIS mapping data bases and the participants each wish to receive base maps of their respective geographical areas as produced by Nearmap; and

**WHEREAS**, the Parties desire to cost share for the cost of services to be provided by Nearmap and have determined the appropriate pro rata cost to be contributed by each of the Parties. Further, each of Party desires to contribute its respective pro rata share of the cost to DeSoto to secure the Deliverables from Nearmap; and

**WHEREAS**, the Parties desire to enter into this agreement and believe that the most efficient means of improving their graphic information system will be accomplished by the execution of this formal agreement pursuant to the authorities of the “Interlocal Cooperation Act of 1974”, as amended.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and pursuant to the authorities of Mississippi Code Annotated Section 17-13-1 et seq. and Mississippi Code Annotated Section 25-58-1, et seq. the governing authorities of each of the Parties do hereby covenant, contract and agree as follows:

1. This agreement shall take effect upon the date of approval by the Attorney General of the State of Mississippi, and its filing with the Mississippi Secretary of State and the Chancery Clerk of DeSoto County, Mississippi, after first being approved and executed by the Parties, which approval is to be entered onto the minutes of the governing authorities for each of the Parties.

2. DeSoto shall proceed in accordance with the contract it has entered into and executed with Nearmap for production of, and access to, the Deliverables, and shall pay all costs for such services as provided for pursuant to said agreement.

3. The contractual cost of the Deliverables is Thirty-two thousand nine hundred fifteen dollars and zero cents (\$32,915.00) per annum. DeSoto shall be reimbursed by the Parties in three annual payments each as follows:

- A. Southaven: Ten-thousand nine hundred seventy-seven dollars and forty-two cents (\$10,977.42);
- B. Hernando: Three-thousand four hundred fifty-one dollars and three cents (\$3,451.03);
- C. Horn Lake: Five-thousand three hundred seventy dollars and fifty-nine cents (\$5,370.59);
- D. Walls: Two hundred seventy-one dollars and thirty-eight cents (\$271.38);
- E. DCRUA: Two thousand five hundred dollars (\$2,500);
- F. E- 911: Two thousand five hundred dollars (\$2,500); and

4. DeSoto, upon making payment to Nearmap for Deliverables received, shall issue invoices to each of the Parties charging them with their respective share of the costs as set forth in paragraph three (3) above. The resulting pro rata share paid by DeSoto will be Seven-thousand eight hundred forty-four dollars and fifty-eight cents (\$7,844.58).

5. Each of the Parties shall pay the invoice received by it from DeSoto within forty-five (45) days of receipt of the same. Each of the Parties shall receive from DeSoto a copy of the Deliverables, in electronic format, within thirty (30) days of making the foregoing payment.

6. Pursuant to M.C.A. Section 17-13-9, the Parties would set forth and show the following:

A. The duration of this Interlocal Agreement shall be until such time as the terms and conditions hereof are completed. In the event this agreement extends beyond the term of the existing term of the majority of the membership of the boards or commissions of the Parties, it will be deemed to automatically renew and be binding upon the successor boards or commissions unless, by majority vote, the incoming boards or commissions terminate the same.

B. The purpose of this Interlocal Agreement is as set forth in paragraph one (1) through five (5) above.

C. The organizations affected and statutory authority vested in each of the local government units is set forth in paragraphs one (1) through five (5) above.

D. There is no applicable financing.

E. This Interlocal Agreement will terminate upon completion of the terms set forth herein.

F. There will be no Board for the administration of the terms of this Interlocal Agreement.

The governing bodies of the Parties shall designate a representative for decision making in regard to this Interlocal Agreement as is appropriate. DeSoto shall be the sponsoring subdivision for the purposes of this agreement.

G. This Interlocal Agreement does not make provisions to hold or dispose of real property.

H. Any other necessary and proper matters to accomplish the agreements of the Parties are set forth in paragraphs one (1) through five (5) above and paragraph seven (7) below.

7. This Interlocal Agreement may be signed in multiple counterparts, which, when each party has signed, shall constitute one (1) document.

8. The Parties find and determine that this agreement shall result in an overall cost savings to the tax payers by allowing the Parties to cooperate jointly and not have to each independently incur the cost to develop the Deliverables.

**WITNESS** the signatures of the parties hereto after first being approved by the respective governing authorities:

DESOTO COUNTY, MISSISSIPPI

BY: \_\_\_\_\_

Lee Caldwell, President  
DeSoto County Board of Supervisors

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk – Board of Supervisors

CITY OF SOUTHAVEN, MISSISSIPPI

BY: \_\_\_\_\_

Darren Musselwhite, Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk – Board of Alderman

CITY OF HERNANDO, MISSISSIPPI

BY: \_\_\_\_\_

Chip Johnson, Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk – Board of Alderman

CITY OF HORN LAKE, MISSISSIPPI

BY: \_\_\_\_\_  
Allen Latimer, Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk – Board of Alderman

TOWN OF WALLS, MISSISSIPPI

BY: \_\_\_\_\_  
Keidron Henderson, Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk – Board of Alderman

DESOTO COUNTY REGIONAL UTILITY AUTHORITY

BY: \_\_\_\_\_  
Wayne Spell, Executive Director

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

DESOTO COUNTY EMERGENCY 911 COMMISSION

BY: \_\_\_\_\_  
William Dahl, President

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**PRELIMINARY ENGINEERING SERVICES CONTRACT**  
***Horn Lake Rd. Sidewalk Project***  
***STP 7866-00(003)LPA/109067-711000***  
***City of Horn Lake***

This CONTRACT, is made and entered into by and between the ***City of Horn Lake, Mississippi*** a body Politic of the State of Mississippi (the "LPA"), and, Nee-Schaffer, Inc. (the "CONSULTANT"), a Corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is ***5740 Getwell Rd, Bldg 2, Suite B, Southaven, MS, 38672***. This CONTRACT shall be effective as of the latest date of execution below.

**WITNESSETH:**

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of the preliminary engineering design of ***Horn Lake Rd. Sidewalk***, as provided for in ***STP-7866-00(003) LPA/109067-711000***, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

**ARTICLE I. GENERAL RECITALS**

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

#### **ARTICLE II. SCOPE OF WORK**

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

#### **ARTICLE III. CONTRACT TERM, TERMINATION**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **June 30, 2024** at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

#### **ARTICLE IV. TIME OF PERFORMANCE**

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

**The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.**

#### **ARTICLE V. RELATIONSHIP OF THE PARTIES**

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

#### **ARTICLE VI. COMPENSATION, BILLING & AUDIT**

##### **A. Cost and Fees**

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

##### **B. Monthly Billing**

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

##### **C. Progress Reports**

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

##### **D. Record Retention**

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

**ARTICLE VII. FINAL PAYMENT**

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed, and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

**ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

#### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

#### **ARTICLE X. INSURANCE**

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

#### **ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

#### **ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

#### **ARTICLE XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

#### **ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

#### **ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work?"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA 'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.*

#### **ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in *Desoto* County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Desoto* County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

#### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. 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, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **ARTICLE XIX. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the 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.

#### **ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a 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.

#### **ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties 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.

#### **ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

#### **ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **ARTICLE XXIV. STOP WORK ORDER**

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

**LPA:**

For Contractual Matters:  
***Allen Latimer***  
***Mayor***  
***City of Horn Lake***  
***Horn Lake, MS 38637***  
***Phone: 662-280-7420***  
***mayor@hornlake.org***

For Technical Matters:  
***Jim Robinson***  
***City Clerk***  
***City of Horn Lake***  
***Horn Lake, MS 38637***  
***Phone: 662-342-4505***  
***jrobinson@hornlake.org***

**CONSULTANT:**

For Contractual Matters:  
***Vincent J Malavasi, P.E.***  
***Neel-Schaffer, Inc.***  
***5740 Getwell Rd***  
***Bldg 2, Suite B***  
***Southaven, MS 38672***  
***Phone: 662-890-6404***  
***vince.malavasi@neel-schaffer.com***

For Technical Matters:  
***Vincent J Malavasi, P.E.***  
***Neel-Schaffer, Inc.***  
***5740 Getwell Rd***  
***Bldg 2, Suite B***  
***Southaven, MS 38672***  
***Phone: 662-890-6404***  
***vince.malavasi@neel-schaffer.com***

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers and Surveyors:

P.E. #29703  
Surveyor # \_\_\_\_\_

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers and Surveyors:

P.E. #29703  
Surveyor # \_\_\_\_\_

**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*City of Horn Lake*

\_\_\_\_\_  
*Allen Latimer, Mayor*

WITNESS this my signature in execution hereof, this the 20<sup>th</sup> day of July, 2023

*Neel-Schaffer, Inc.*

ATTEST: *Diana Page*  
*Vincent J Malavasi*  
*Vincent J Malavasi, P.E.*

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

## LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

NEEL-SCHAFFER, INC.

OPINION AND CERTIFICATE OF THE CORPORATE SECRETARY  
OF NEEL-SCHAFFER, INC.  
REGARDING CONTRACTING AUTHORITY

I, **Edward J. Everitt** do hereby declare and certify that I am duly elected, qualified and acting Corporate Secretary of Neel-Schaffer, Inc., (the "Company"), a corporation duly organized and validly existing under the laws of the State of Mississippi, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Board of Directors and governing documents (and associated approved delegations thereof), **Vincent J. Malavasi, Jr., PE** has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary up to the value of **\$1,000,000.00** to complete the contracting process relating to the, **Horn Lake Road Sidewalk, Federal Aid Project No. STP-7866-00(003) LPA 109067-701000, with the City of Horn Lake, Mississippi.**

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Neel-Schaffer, Inc., on this 8th day of November, 2022.



By: Edward J. Everitt  
Corporate Secretary

Corporate Seal:



## EXHIBIT 2

### SCOPE OF WORK

This CONSULTANT shall provide all necessary professional services required to complete environmental studies (environmental assessment or ENV-160), all necessary field surveying, for the preparation of construction plans. The project location for these services includes **Horn Lake Rd. Sidewalk** in the City of Horn Lake. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM differ, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7<sup>th</sup> of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

### **TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:**

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Available traffic growth rates, design and peak hour factors;
4. Copies of the MDOT publications, regulations, and standards, as applicable;
5. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
6. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
7. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;
8. Special provisions, interim standard specifications, and pay item numbers that are presently being utilized by the MDOT that are not shown in the MDOT Standard Specification book;
9. Computer files (depending on availability) may include Computer Aided Design and Drafting (CADD) files, GIS data, or Survey Control Points set by other Surveyors on or near the project employed by the LPA;

### **GENERAL REQUIREMENTS:**

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

Unless otherwise directed by the MDOT, structures will be designed, fabricated and constructed in accordance with the latest editions of AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications; AASHTO Guide Specifications for LRFD Seismic Bridge Design; MDOT Bridge Design Manual; AASHTO Standard Specifications for Structural Supports for Highway

Signs, Luminaries and Traffic Signals; AASHTO LRFD Guide Specifications for design of Pedestrian Bridges; AASHTO LRFD Movable Highway Bridge Design Specifications; AASHTO/AWS D1.5M/D1.5 Bridge Welding Code; MDOT Standard Specifications for Road and Bridge Construction; AASHTO Guide Specification and commentary for Vessel Collision design of Highway bridges; AASHTO Guide Specifications for Bridges Vulnerable to Coastal Storms; AASHTO LRFD Bridge Construction Specifications; AASHTO Manual on Subsurface Investigations.

This project shall be performed using English units, unless stated otherwise by the MDOT.

The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue a NTP until work in the previous phase has been completed.

For contract plans sheets of bridges and other structures:

All preliminary plan sheets of bridges and other structures shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" in the seal block location on each sheet. Once final plans are complete, the "PRELIMINARY, NOT FOR CONSTRUCTION" markings shall be removed, and the CONSULTANT's engineer that designed the structure or components detailed on the sheet shall place his/her seal/stamp in the seal block locations on each sheet. The seal/stamp must be signed and dated by the CONSULTANT's engineer.

For other type contract plans sheets:

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

Other provisions herein notwithstanding, in emergencies due to bridge damage, verbal NTP with a follow-up letter of authorization may be given to the CONSULTANT by the LPA, or designee, to assess the damage, make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

As a minimum, the Scope of Work shall be divided into two phases as follows:

#### FIELD REVIEW PLANS

Part 1 -- Pre-Design Conference

Part 2 -- Bridge Hydraulic Recommendations-Not Used

Part 3 -- Conceptual Plans

Part 4 -- Centerline Soil Profile and Preliminary Geotechnical Design Report-Not Used

Part 5 -- Preliminary Right-of-Way Plans

- Part 6 – Highway Hydraulic Design-Not Used
- Part 7 -- Field Inspection Plans
- Part 8 -- Final Right-of-Way Plans
- Part 9 -- Final Right-of-Way Maps and Deeds

**OFFICE REVIEW PLANS**

- Part 1 -- Design Conference
- Part 2 – Sixty Percent (60%) Structural Information Plans-Not Used
- Part 3 – Office Review Plans
- Part 4 – Final Geotechnical Investigation Report-Not Used
- Part 5 -- Final Contract Plans

**ENVIRONMENTAL STUDIES:**

**A. GENERAL:**

The CONSULTANT will perform Engineering and environmental assessments and prepare the National Environmental Policy Act (NEPA) Document, draft/preliminary and final, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State procedures that are in effect at the time of the CONTRACT.

The CONSULTANT will perform Cultural Resources surveys, testings, assessments, and mitigations and will prepare reports, draft/preliminary and final, in accordance with MDOT and Mississippi Department of Archives and History (MDAH) cultural resources guidelines and in accordance with all Federal codes and regulations related to cultural resources management that are in effect at the time of the CONTRACT.

**B. FEASIBILITY STUDIES:**

The CONSULTANT shall conduct feasibility studies for transportation facilities. Feasibility Studies are conducted to determine reasonable alternatives to provide a required operational capability, evaluate those alternatives individually and against one another, and recommend to the LPA the alternative which best provides the required operational capability. The study shall be conducted in accordance with acceptable standards for the transportation mode being studied, and according to Federal and State requirements for such studies. An economic analysis to determine the Benefit/Cost of each alternative may be required. Documentation for Federal or State approvals may also be required. In most cases, the methodology for Feasibility Studies will be well established and widely known; however, in some instances, the CONSULTANT may be called upon to develop a methodology, subject to approval of MDOT. Feasibility Studies will most often be required for roads and highways, but the CONSULTANT may also be called upon for Feasibility Studies of transit, waterway, water, port, aeronautic facilities and/or other capabilities. The CONSULTANT may be required to participate in meetings with public or other officials,

meetings with the general public, and in public hearings, preparing such presentations as the LPA may direct. Draft and final reports shall be provided in such quantities and in such media as each CONTRACT shall provide.

Coordination with Federal or other State agencies, Metropolitan Planning Organizations (MPO), local political officials, or other non-MDOT agencies or individuals will be affected through MDOT. MDOT may, in its discretion, authorize the CONSULTANT direct coordination authority on a specific project, on a case-by-case basis.

A Feasibility Study may be conducted independently, it may include, or it may be included in, a CONTRACT for an Environmental Assessment or Conceptual Design.

**Other Transportation Facilities:**

For other transportation facilities such as airports, waterports, transit, and light rail, the CONSULTANT may be called upon to develop alternatives and methodologies to quantitatively determine the best alternative for a facility. Development of methodology shall be in conjunction with, and subject to, the approval of the MDOT.

**C. CONCEPTUAL PLANS:**

Conceptual roadway plans shall include title sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation), and right-of-way limits with or without property boundaries.

The CONSULTANT will investigate all local roads within the project limits to determine if realignments are necessary. Factors which may dictate realignments include, but are not limited to, angle of intersection, sight distance, crossover locations, and offset intersections. Survey for realignments will be performed prior to printing Preliminary RIGHT-OF-WAY plans to ensure approval by the LPA (a site visit by the CONSULTANT may be needed prior to survey). If CONSULTANT is not performing the survey, the proposed realignment will be sent to the LPA to ensure accurate alignment information.

Conceptual plans shall conform to the MDOT Roadway Design Division's CADD Specifications as described in the MDOT Roadway Design Division's CADD User's Manual. Bridge plans shall conform to the MDOT Bridge Division's CADD specifications as described in the MDOT Bridge Division CADD Manual.

All electronic files associated with the conceptual plans shall be submitted with the paper copies of the conceptual plans. These files shall be submitted on CD's, DVD's, or other approved media with a project description (Project Number, Route, County, etc.) and the words "Conceptual Plans" listed on the exterior of the disks.

**FIELD SURVEY:**

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual,

unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

**A. Centerline Survey and Control:**

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
3. Perform hydraulic survey according to the MDOT Survey Manual;
4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s);
5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
6. By the time Preliminary Right-of-Way (ROW) plans are developed, the CONSULTANT will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi Board's "Standards of Practice" for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
  - a) A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected;
  - b) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected.;
  - c) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
  - d) All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
  - e) Any distances or bearings shown on this drawing shall be grid;

- f) North arrow;
  - g) The property point ASC II file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
7. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual; and
  8. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT.
  9. The location of any utility shall be delineated, as described in the MDOT Survey Manual; and

**SURVEY DATA SUBMITTAL:**

1. At the end of Conceptual Design, the CONSULTANT shall submit two copies of a CD containing the following information (This is in addition to the CADD files required to be submitted):
  - a) An ASCII file containing the horizontal and vertical control point information established by the consultant. Naming of the file shall be firm's name\_fms#\_detail code#\_Control.txt. File format shall be point number, northing, easting, elevation, and point description.
  - b) An ASCII file containing the field collected property point information. Naming of the file shall be firm's name\_fms#\_detail code#\_property.txt. File format shall be point number, northing, easting, elevation, and point description. Also this file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a pdf format. Naming of the file shall be firm's name\_fms#\_Detail code#\_property certification.pdf.
  - c) An ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name\_fms#\_detail code#\_preliminary\_row.txt. File format shall be point number, northing, easting, RWM, and station-offset.

- d) A pdf file containing the alignment geometry data. Naming of the file shall be firm's name\_fms#\_detail code#\_alignments.pdf. The consultant shall describe each alignment (mainline, ramps, loops, detours, local roads, other) and save to a text file. Each text file shall be incorporated into the PDF with bookmarks for each alignment. Naming of each bookmark will be such that users will be able to associate the name with a physical location on the project. A certification by the Professional Engineer and Professional Surveyor stating alignment data contained in the PDF is the final alignments as of the certified date and were staked in the field as shown. This certification shall be in the form of a cover sheet in the pdf bearing the seal, date, and signature of each of the professionals.
  - e) A PDF file containing the completed MDOT survey notification forms for each landowner along the project. Naming of the file shall be firm's name\_fms#\_detail code#\_survey\_notification.pdf
  - f) An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name\_fms#\_detail code#\_topo.pdf. File format shall be point number, northing, easting, elevation, point code, line code: point description.
  - g) An ASCII file containing hydraulic profile data collected for the project. Include points at all the major breaks. File Format shall be point number, Station/elevation, point code, point description.
2. At the end of Final Design, the CONSULTANT shall submit two copies of a CD containing the following information:

An ASCII file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name\_fms#\_detail code#\_final\_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by MDOT or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface.

#### **FIELD REVIEW PLANS:**

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

## Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

## Part 2 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. ROADWAY PLANS: Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation) and ROW limits with or without property boundaries.

The CONSULTANT shall conduct an over/under analysis to determine the most cost-effective solution for which route to be bridged. Factors which may dictate this solution include, but are not limited to, ROW acquisition, maintenance of traffic, bridge cost, existing elevations at both proposed roadways, and constructability.

The CONSULTANT shall submit the interchange ramp alignments to the LPA to ensure accurate alignment information after the interchange configuration has been approved. The CONSULTANT will make any adjustments deemed necessary by the LPA.

The CONSULTANT will investigate all local roads within the project limits to determine if realignments are necessary. Factors which may dictate realignments include, but are not limited to, angle of intersection, sight distance, crossover locations, and offset intersections. Survey for realignments will be performed prior to printing Preliminary Right-of-Way plans to ensure approval by the LPA (a site visit by the CONSULTANT may be needed prior to survey). If CONSULTANT is not performing the survey, any proposed realignment will be sent to the LPA to ensure accurate alignment information.

## Part 3 – PRELIMINARY RIGHT OF WAY PLANS

The CONSULTANT shall prepare and submit Preliminary Right of Way plans in accordance with the LPA's format based on the approved conceptual plan. The Preliminary Right of Way plans shall contain the title sheet, typical sections, and plan and profile sheets showing all geometrics, profile grades, construction limits, and Preliminary Right of Way limits. The Preliminary Right of Way limits shall be consistent with the Conceptual Right of Way that was presented during the environmental process, subject to changes as needed based on preliminary design.

## Part 4 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. ROADWAY PLANS: Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary permanent directional signing layout sheets, preliminary pavement marking sheets, Right-of-Way limits, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections. The Right-of-Way limits will be based on the normal border width, and will represent the actual proposed Right-of-Way for the project.
- B. After the field review is conducted, the CONSULTANT shall provide the LPA with written updated right-of-way and construction cost estimates. These estimates shall be based on historical cost data from similar MDOT projects.
- C. PRELIMINARY DESIGN REVIEWS: When requested by the LPA, the CONSULTANT will perform preliminary design reviews for bridge sites to assist MDOT in determining the best bridge configurations and alternatives considering construction costs and constructability.
- D. ROADWAY AND BRIDGE: Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with these field inspection plans. Any remedial measures required by the LPA's S.O.P. TMD-20-14-00-000, Standard Procedures for Construction of Roadways Through High Volume Change Soils, must be identified and incorporated into the design of right-of-way plans. The CONSULTANT shall submit four (4) sets of plans for review by the LPA prior to requesting the Field Inspection. The LPA shall mark on these copies of the plans all revisions or changes required and return same to the CONSULTANT. Allow approximately three (3) weeks for review by the LPA. After completing any revisions, the CONSULTANT shall submit to the LPA one (1) set of Field Inspection plans for a Field Inspection with representatives of the LPA and the CONSULTANT at a date mutually agreed upon by both parties. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Field Inspection.

#### Part 5 - FINAL RIGHT-OF-WAY PLANS

Subsequent to the Field Inspection, the CONSULTANT shall make all necessary changes which arise during the inspection. After completion of all revisions and changes requested by the LPA, the CONSULTANT shall furnish four (4) sets of Draft Final Right-of-Way plans and one (1) set of Draft Final Right-of-Way cross-sections for review by the LPA. Allow approximately four (4) weeks for LPA review, after which time the CONSULTANT shall meet with the LPA for a Draft Final Right-of-Way review to discuss the necessary changes.

Upon completion of any and all changes, the CONSULTANT shall submit plan sheets of the project which show the Right-of-Way and all public and private utility locations and ownerships which will be affected by the construction. The CONSULTANT shall submit one (1) set of cross sections for the project. The CONSULTANT shall also provide the LPA with written update Right-of-Way and construction cost estimates. These estimates shall be based on historical cost data from similar recent MDOT projects.

The CONSULTANT shall include revised preliminary bridge drawings with the submittal of Final ROW plans.

All related electronic files for these Right-of-Way plans shall be submitted along with the plans on CD/DVD with a project description (including Project Number, Route, County) listed on the exterior of the disk along with the words "Final RIGHT-OF-WAY." In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format. The CONSULTANT shall, if requested by the LPA, attend any meetings concerning the project. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

At the time Final Right-of-Way Plans are submitted, a copy of all hydraulic calculations (for drainage areas under 1000 acres) shall be submitted. For each cross drain, a completed Culvert Design Form from Chapter 7 of the MDOT Roadway Design Manual shall be included. For closed storm sewer systems, a network flow diagram or chart indicating flow rates in each inlet and pipe shall also be included.

The Final Right-of-Way Plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of all geometric design items has been made prior to submission. This certification is to include criteria specified on the RWD-600, as well as design elements described in the current version of the AASHTO Policy on Geometric Design of Highways and Streets, other applicable AASHTO publications, the current version of the MDOT Roadway Design Manual, and current Roadway Design memos. Any approved Design Exceptions or Design Variances shall be noted on and attached to this certification. The plans will not be accepted without this written certification and completed checklist.

NOTE: Preliminary Right-of-Way Plans, Field Inspection Plans, Final Right-of-Way Plans and Revised Right-of-Way Plans shall be submitted in the following two formats:

- a) Black & White PDF images (22"x34.6", 400-600DPI) on CD/DVD or other approved media as described in Roadway Design Division's CADD Manual.
- b) Printed ½ Scale Plan Sheets.

#### Part 6 - FINAL RIGHT-OF-WAY MAPS AND DEEDS

The LPA may opt to negotiate a fee with the CONSULTANT for preparation of Final Right-of-Way plans including deed research, location of property lines, preparation of acquisition (appraisal) maps and preparation of plats for conveyance and legal descriptions prepared in accordance with the Standards of Practice for Surveying in the State of Mississippi. Field staking of proposed Right-of-Way limits and easements is to be included. Not included are a title search, property acquisition and closing.

Right-of-Way Plats and legal descriptions shall be completed, checked, sealed and signed by the CONSULTANT's Professional Land Surveyor prior to submittal to MDOT. At least two (2) copies per individual landowner shall be submitted bearing an original Seal and signature of the PLS or PE/PLS. Ideally, an individual (letter or legal size) parcel plat per landowner should be produced, but under circumstances whereby standard engineering scaled drawings provide a clear and legible plat, several small adjoining parcels may be combined on the same plat. Legal descriptions shall be identified clearly with accompanying plats and provided to MDOT in a format acceptable for import to MDOT's current version of Microsoft Word.

The Right-of-Way Acquisition Map is a composite mosaic of the individual parcels which are to be acquired on the project. This map is used by the appraisers and negotiators to present the information to the landowners during the acquisition phase of the Right-of-Way process. The map

includes a layout sheet which locates the project on the highway, showing a Point of Beginning and an End of Project, or Work Sites in the case of bridges or intersection projects. The following sheets are generally at a scale of 1"= 100', 1"= 200', or 1"= 400' (depending on the amount of information presented and the size of the project). Each parcel to be acquired is identified by parcel number, owner name, and area of take. The remaining area is shown for the parent parcel of each take area. Also, each instrument needed to acquire the properties is identified on the maps. Instruments include Warranty Deeds (W-deeds), Quitclaim Deeds (Q-deeds), Temporary Easements (T-deeds), Permanent Easements (E-deeds) and Access Rights Deeds (G-Deeds). The maps are printed out on E-size sheets on reproducible film media when finalized to preserve the information.

The Right-of-Way Division of MDOT has Standard Operating Procedures and a Right-of-Way Manual. The CONSULTANT shall adhere to the Standard Operating Procedures and the requirements set forth in the Right-of-Way Manual in the preparation of Maps and Deeds. The Right-of-Way Division may review any or all parts of the Maps and Deeds in order to check compliance with the Standard Operating Procedures and the Right-of-Way Manual.

The CONSULTANT acknowledges that revisions to plans and to Maps and Deeds shall be given high priority treatment, especially after the release of a complete set of Maps and Deeds. The CONSULTANT shall complete revisions to Maps and Deeds in a timely manner that will not impede the progress of the appraisal and acquisition phases of the Right-of-Way process.

Right-of-Way Certification: CONSULTANT shall prepare and properly execute a Right-of Way Certification to MDOT including: certification for the acquisition of Right-of-Way utility status report, existing Right-of-Way encroachment certification, and hazardous material clearance certification.

#### **OFFICE PLANS:**

This work shall consist of all services required for the production of final contract plans.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When Field Inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Bridge plans shall conform to Bridge Division's CADD specifications as described in the Bridge Division CADD Manual.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

#### **Part 1 - DESIGN CONFERENCE**

The purpose of the Design Conference is to discuss any updated procedures or policies the LPA may have enacted that would impact the final design phase of the project. These items would not be considered extra work but would help to minimize the number of corrections that are generated at the Office Review stage. The design conference may also require a visit to the project site.

## Part 2 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans and quantity calculations in 8.5"x11" format for review by the LPA. A pdf file of the quantity calculations shall also be submitted. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

## Part 3 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. ROADWAY PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; complete form grades for interchange ramps, loops, and channelized intersections (in accordance with current Design Manual, at 25 feet intervals); permanent directional signing sheets that include layouts, details (signs and overhead assemblies), and estimated quantities; detailed pavement marking sheets; Right-of-Way Coordinate Sheet(s), final cross-sections; and all notes and data used to develop the plans.
- B. Submittal: Unless otherwise specified in the CONTRACT, after all revisions have been made, the CONSULTANT shall submit the final contract plans including all survey notes, design, special provisions, estimates of cost and revised quantity computations (2 sets), Two (2) complete sets of structural design computations, Two (2) complete sets of the Bridge Load Rating Report, structure quantity estimates and all notes or other data used in development of the plans including Raw Data and ASCII coordinate files. The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The final contract plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of the plans, including quantity computations, has been made prior to submission. This review is to include a detailed check of the earthwork quantities for any amount of earthwork, unless otherwise approved by the LPA. The CONSULTANT shall submit a list of all comments, the resolution to the comments, and one (1) PDF scan of the marked-up plans used to complete the CONSULTANT's internal quality control review to confirm that a detailed review has been performed by the CONSULTANT prior to final contract plans submittal. The plans may not be accepted without this written certification and completed checklist.

Final contract plans shall be submitted as original drawings.

All related electronic files shall be submitted with original drawings on CD/DVD with a project description (including Project Number, Route, and County) and the words "Final Plans," and the date written on the exterior of the disk. In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the LPA has on hand suitable special provisions that will be used.

**ADVERTISEMENT:**

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of ~~\$42,897.97~~ for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

#### SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

##### **Direct Salaries:**

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

##### **Payroll Additive & Overhead:**

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

**Direct Costs:**

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

**Fixed Fee:**

The CONSULTANT'S fixed fee shall be ~~\$4,524.58~~ which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

**Contract Maximums:**

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$42,897.97 (Total of all Charges) without the prior written consent of both parties.

**FEE AND EXPENSE SUMMARY**

	<b>Primes Labor Cost &amp; Overhead</b>	<b>Primes Direct Costs</b>	<b>Primes Fixed Fee</b>	<b>Sub-Consultants</b>	<b>Project Total</b>
<b>Project Total</b>	\$37,715.94	\$657.45	\$4,524.58	0.00	\$42,897.97

**EXHIBIT 4**  
**SAMPLE CSU-001 - COST PLUS FIXED FEE**

REV 4/01/2016

LPA-CSU-001 For LPA's

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 MDTOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Date Processed January 0, 1900  
 Vendor Number 3100000000  
 Project No. \_\_\_\_\_  
 In Account With \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Est. No. 0

P.O. No. 3941  
 Invoice Number: 0  
 Sheet No. 1

County \_\_\_\_\_  
 Address \_\_\_\_\_  
 Surety \_\_\_\_\_  
 Period \_\_\_\_\_  
 January 0, 1900 THRU January 0, 1900 Document No. \_\_\_\_\_

Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	0	0	0	0	0.00	0.00	0.00
Total						0.00	0.00	0.00
Total All Work Due						0.00	0.00	0.00
Total Net Work Due						0.00	0.00	0.00

Quantities Checked \_\_\_\_\_  
 Original Signed \_\_\_\_\_  
 C00000000 \_\_\_\_\_  
 LPA Official \_\_\_\_\_  
 0 \_\_\_\_\_  
 Approved By: \_\_\_\_\_  
 Consultant Services Unit Engineer - Scot Ehrigott, P.E.

% Matching Funds Deduction for LPA 0.000009%  
 001 00000 0 0  
 TOTAL Net Amount Owed to the LPA 0.00  
 NTP Date January 0, 1900  
 Termination Date January 0, 1900

**AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)**

**Contract Not To Exceed Amount \$0.00**

**TOTAL Net Amount Owed to the LPA 0.00**  
**THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT**

**EXHIBIT 4**

**SAMPLE INVOICE – COST PLUS FIXED FEE**

LOCAL PUBLIC AGENCY  
ADDRESS  
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000  
PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_  
PROFESSIONAL SERVICES IN ACCORDANCE WITH  
CONTRACT DATED \_\_\_\_\_, 20\_\_, AS RELATES TO  
PROJECT NO. \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_ IN \_\_\_\_\_ COUNTY, HIGHWAY \_\_\_\_\_.

CONSULTANT:  
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000  
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE_____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00  
 County \_\_\_\_\_

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Sub Total</b>			0.0	0.00	0.00	0.00
Payroll Additives				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Labor</b>				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Project Total</b>				0.00	0.00	0.00

## EXHIBIT 5

### NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

#### COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety

Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

## EXHIBIT 6

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
  
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
  - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

**The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not**

more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 20<sup>th</sup> day of July, 2023

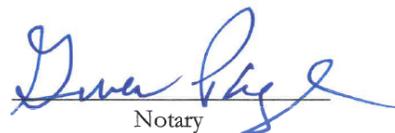
*Neel-Schaffer, Inc.*



*Vincent J Malavasi, P.E.*

ATTEST: 

My Commission Expires: 2/28/27

  
Notary



**EXHIBIT 7**

**CERTIFICATION OF THE LPA**

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*City of Horn Lake*

---

*Allen Latimer, Mayor*

**EXHIBIT 8**

**{Intentionally Left Blank}**

EXHIBIT 9

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686  
EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: *Vincent J Malavasi*  
Authorized Officer or Agent

7/20/23  
Date

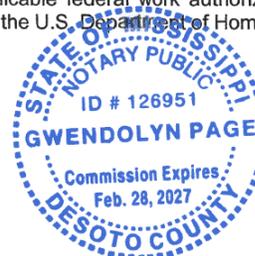
Vincent J Malavasi, P.E.  
Printed Name of Authorized Officer or Agent

Vice-President  
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 20<sup>th</sup> day of July, 2023

*Gwendolyn Page*  
NOTARY PUBLIC  
My Commission Expires: 2-28-27

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



TASK	Responsibility	Weeks																																			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33			
Pre-Design Meeting	LPA																																				
Environmental Action Determined	NSI																																				
Project Initiation Survey	NSI																																				
LPA forms 100 and 700/800	NSI																																				
Environmental Document	NSI																																				
Field Survey	NSI																																				
Design Process	NSI																																				
Field Review Plan Development	NSI																																				
Field Review Plan Submittal	MDOT/LPA																																				
Field Review	NSI																																				
Office Review PSE Submittal	NSI																																				
Office Review PSE Submittal	NSI																																				
Submittal of CEI Progress Schedule to MDOT Area Engineer	NSI																																				
Submittal of CEI Progress Schedule to MDOT Area Engineer	MDOT/LPA																																				
Office Review	NSI																																				
Office Review	MDOT/LPA																																				
Office Review	MDOT/LPA																																				
STIP Rechecked/Amended (for High-Grouped Projects Only)	NSI																																				
STIP Rechecked/Amended (for High-Grouped Projects Only)	MDOT/LPA																																				
ROW Status Reports (14 calendar days prior to PSE)	LPA																																				
CE&I Consultant Selection (if not simultaneous with PE selection)	LPA																																				
CE&I Consultant Selection (if not simultaneous with PE selection)	LPA																																				
CE&I Contract (14 calendar days prior to PSE Submittal)	NSI																																				
Sampling & Testing Proposal (14 days prior to PSE)	NSI																																				
Final Changes, Storm Water Permit	NSI																																				
Final PSE Submittal	NSI																																				
Initial PSE Submittal	NSI																																				
Approval of PSE/Authority to Advertise	MDOT/LPA																																				
Advertise	NSI																																				
Bids Received	MDOT/LPA																																				
Approval of Bid	MDOT/LPA																																				
Evaluation of Contract	MDOT/LPA																																				

Note: Construction Phases will require a separate agreement

## Summary

Termini: North Kroger Access - Cliffwood Drive  
 City of Horn Lake  
 STP-7866-00(003) LPA/109067-711000  
 Neel-Schaffer, Inc.  
 11/11/2022

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	11		\$671.92	\$1,145.96	\$0.54	\$1,818.42		\$218.15	\$2,036.56
Meetings	33		\$1,753.09	\$2,989.89	\$1.40	\$4,744.39	\$65.40	\$569.16	\$5,378.95
Environmental	3		\$1,351.34	\$2,304.71	\$1.08	\$3,657.13		\$438.73	\$4,095.86
Geotechnical							\$0.00		\$0.00
Sidewalk	135		\$5,822.10	\$9,929.59	\$4.66	\$15,756.35	\$130.80	\$1,890.20	\$17,777.35
Bridge									
Hydraulics									
Survey			\$1,451.09	\$2,474.83	\$1.16	\$3,927.08	\$86.25	\$471.11	\$4,484.45
PS&E/Advertisement	77	\$0.00	\$2,886.81	\$4,923.45	\$2.31	\$7,812.57	\$375.00	\$937.23	\$9,124.81
<b>Total</b>	<b>259</b>		<b>\$13,936.35</b>	<b>\$23,768.44</b>	<b>\$11.15</b>	<b>\$37,715.94</b>	<b>\$657.45</b>	<b>\$4,524.58</b>	<b>\$42,897.97</b>

<b>Grand Total</b>	<b>\$42,897.97</b>
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**Notes:** Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

## Activation Sheet

Termini: North Kroger Access - Cliffwood Drive  
 City of Horn Lake  
 STP-7866-00(003) LPA/109067-711000  
 Neel-Schaffer, Inc.  
 11/11/2022

MDOT Process Item Description	No. Sheets	Estimated Hours							Total Hours
		Engineer Manager	Engineer I	Engineer II	Engr. Tech III	Clerical			
Project Activation									
LPA 100		1.0							1.0
LPA 700/800		2.0			4.0				6.0
Kickoff Meeting		4.0							4.0
Quality Control									
<b>Total Hours</b>		<b>7.0</b>			<b>4.0</b>				<b>11.0</b>

Raw Labor Rates	\$75.00	\$49.09	\$45.50	\$36.73	\$24.27					
Labor Cost	525.0			146.9						\$671.92
						Overhead	%	170.55%		\$1,145.96
						Fixed Fee	%	12.00%		\$218.15
						FCCM Overhead	%	0.08%		\$0.54

<u>Direct Costs:</u>	Qty.	Unit Price <sup>1</sup>
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

<sup>1</sup> See State Travel Handbook

Total Direct Costs:

Prime Total		\$2,036.56
Subconsultant A		
Subconsultant B		
Subconsultant Total		
<b>Project Total</b>		<b>\$2,036.56</b>

## Meetings Sheet

Termini: North Kroger Access - Cliffwood Drive  
 City of Horn Lake  
 STP-7866-00(003) LPA/109067-711000  
 Neel-Schaffer, Inc.  
 11/11/2022

MDOT Process Item Description	Estimated Hours									Total Hours	
	No. Sheets	Engineer Manager	Engineer I	Engineer II	Engr. Tech III	Clerical					
<b>Field Review</b>											
Print and Distribute Plans			1.0		2.0						3.0
Conduct Plan In Hand review		4.0	2.0								6.0
Prepare Field Review Report			2.0								2.0
<b>Office Review</b>											
Print Plans and Specifications			1.0		2.0						3.0
Complete Design Notebook			1.0		2.0						3.0
Prepare ROW/Util Status Report			2.0								2.0
Conduct Plan Review		4.0	2.0								6.0
Prepare Office Review Report			2.0								2.0
<b>PS&amp;E Assembly</b>											
MDOT Coordination			4.0								4.0
Quality Control			2.0								2.0
<b>Total Hours</b>		8.0	19.0		6.0						33.0
Raw Labor Rates		\$75.00	\$49.09	\$40.00	\$36.73	\$24.27	\$0.00	\$0.00	\$0.00		\$1,753.09
Labor Cost		600.0	932.7		220.4						
						Overhead	%	170.55%			\$2,989.89
						Fixed Fee	%	12.00%			\$569.16
						FCCM Overhead	%	0.08%			\$1.40
						<b>Direct Costs:</b>					
						Mileage	Qty.	120.0	Unit Price <sup>1</sup>	\$0.545	\$65.40
						Meals					
						Lodging					
						Postage					
						Supplies					
						Reproductions					
						Other					
						<sup>1</sup> See State Travel Handbook					
						<b>Total Direct Costs:</b>					\$65.40

\$5,378.95

Prime Total


Subconsultant A

Subconsultant B

Subconsultant Total

\$5,378.95

Project Total



# Geotechnical Sheet

Termini: North Kroger Access - Cliffwood Drive  
 City of Horn Lake  
 STP-7866-00(003) LPA/109067-711000  
 Neel-Schaffer, Inc.  
 11/11/2022

MDDOT Process Item Description	No.	Estimated Hours						Total Hours
		Sheets	Engineer Manager	Engineer I	Engineer II	Engr. Tech III	Clerical	
Geotechnical Field Investigation								
Coordinate Field Investigation								
Core Samples								
Report Preparation								
Total Hours								

Raw Labor Rates	\$75.00	\$49.09	\$45.50	\$36.73	\$24.27	\$0.00	\$0.00	\$0.00
Labor Cost								
						Overhead	%	170.55%
						Fixed Fee	%	12.00%
						FCCM Overhead	%	0.08%

Field and Lab.

Qty. Unit Price<sup>1</sup>





## Bridge Sheet

Termini: North Kroger Access - Cliffwood Drive  
 City of Horn Lake  
 STP-7866-00(003) LPA/109067-711000  
 Neel-Schaffer, Inc.  
 11/11/2022

MDOT Process Item Description	No.						Estimated Hours			Total Hours
	Sheets	Engineer Manager	Engineer I	Engineer II	Engr. Tech III	Clerical				
<b>Field Review</b>										
Bridge Plans										
Index, Quantities, & Notes										
General Plan & Elevation										
Abutment										
Pile Layout										
Framing Plan & Girder Schedule										
Prestressed Girder Details										
Deck Slabs										
Site Visit										
QA/QC										
<b>Office Review</b>										
Bridge Plans										
Index, Quantities, & Notes										
Load Rating										
Constructability Review										
QA/QC										
<b>Submit Office Review Plans</b>										
2 Multi-Page PDF Files For Plans & Cross Sections										
Complete/Submit Phase B Checklist										
Submit Quantity Calculations (1 multi-page pdf)										
Submit CADD Files										
<b>Total Hours</b>										

Raw Labor Rates                      \$75.00      \$49.09      \$45.50      \$36.73      \$24.27      \$0.00      \$0.00      \$0.00

Labor Cost

Overhead                      %                      170.55%

Fixed Fee                      %                      12.00%

FCCM Overhead                      %                      0.08%

**Direct Costs:**                      Qty.                      Unit Price<sup>1</sup>

Mileage

Meals

Lodging

Postage

Supplies

Reproductions

Other

<sup>1</sup>See State Travel Handbook

Total Direct Costs:

Prime Total

Subconsultant A

Subconsultant B

Subconsultant Total

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**Project Total**

# Hydraulics Sheet

Termini: North Kroger Access - Cliffwood Drive  
 City of Horn Lake  
 STP-7866-00(003) LPA/109067-711000  
 Neel-Schaffer, Inc.  
 11/11/2022

MDOT Process Item Description	No. Sheets	Estimated Hours							Total Hours
		Engineer Manager	Engineer I	Engineer II	Engr. Tech III	Clerical			
<b>Field Review</b>									
A. Structure Recommendations									
Design recommendations culvert and cross drains									
Drainage details									
B. Storm Sewer Design									
Design data for Structures									
Drainage details									
C. Temporary Drainage Design									
Bioswale Design									
D. Sediment Basin Design									
E. Hydraulic Models and Calculations									
Calculate D.A. & Flow Rate For Cross Drains, Side Drains, & Ditches									
Develop Storm Drain									
F. Hydraulic Report									
G. No-Rise/No-Impact Certification									
Preliminary Erosion Control Sheets									
Typical Sections									
QA Review									
Cost Estimate									
<b>Office Review</b>									
General Notes									
Summary of Quantities									
Cross-Sections Draw Drainage Structures On Cross-Sections									
Cross-Sections Adjust Cross-Sections for pavement recommendation									
Drainage Detail Sheets (1"=20')									
Draw Storm Drain Inlets & Pipes In Plan/Profile View									
Add Drainage Notes In Plan/Profile View									
Cross Sections									
Erosion Control Details									
Standard Drawings									
Special Design Details									
Special Provisions									
QA Review									
<b>Office Review</b>									
Update opinion of Probable Cost									
Revise plans/special provisions per City comments									
Revise Plans									
Estimated Quantities									
Plan Sheets 1"=20'									
Misc. Details									
<b>Quality Control</b>									
Total Hours	Total Hours								

Raw Labor Rates	\$75.00	\$49.09	\$45.50	\$36.73	\$24.27	\$0.00	\$0.00	\$0.00
Labor Cost								

	Overhead	%	170.55%
	Fixed Fee	%	12.00%
	FCCM Overhead	%	0.08%

**Direct Costs:** Qty. Unit Price<sup>1</sup>

- Mileage
- Meals
- Lodging
- Postage
- Supplies
- Reproductions
- Other

<sup>1</sup> See State Travel Handbook

Total Direct Costs:

Prime Total

Subconsultant A  
 Subconsultant B  
 Subconsultant Total

Project Total

**Survey Sheet**  
**Termini: North Kroger Access - Cliffwood Drive**  
**City of Horn Lake**  
**STP-7866-00(003) LPA/109067-711000**  
**Neel-Schaffer, Inc.**  
**11/11/2022**

MDDT Process	Item	No. Sheets	Estimated Hours							Total Hours
			Engineer I	Engineer II	Surveyor	Engineer Tech	Labor	Labor	Labor	
Field Review	Gather Property Owner Information from Tax Records, Prepare & Send Out Right of Entry Notification Letters (x Properties)					4.0				4.0
	Property Owner Interview & Questionnaire (x Properties)									
	Establish/Verify the Primary Horizontal & Vertical Control			2.0						2.0
	Establish Secondary Control Points as a Supplement to the Primary Control				1.0					1.0
	Establish and Verify Approx. x TBM's (Temporary Benchmarks)				1.0					1.0
	Perform Topographic Survey of Main Line (x LF @ y Intervals)				10.0					10.0
	Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities			2.0						2.0
	Generate Finalized Existing Conditions Drawing		2.0			8.0				10.0
	Perform Boundary Survey/Locate Property Corners		2.0		2.0					
	Create Maps/Deeds for ROW					6.0				
	Quality Control	1.0	1.0							1.0
	<b>Total Hours</b>	<b>1.0</b>	<b>5.0</b>		<b>18.0</b>	<b>18.0</b>				<b>31.0</b>

Raw Labor Rates	\$46.39	\$49.09	\$31.00	\$36.73	\$24.27	\$0.00	\$0.00	\$0.00	\$1,451.09
Labor Cost	\$231.95		\$558.00	\$661.14					
Overhead	%						170.55%		\$2,474.83
Fixed Fee	%						12.00%		\$471.11
FCCM Overhead	%						0.08%		\$1.16
<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>							
Mileage	150.0	\$0.575	\$86.25						
Meals									
Lodging									
Postage									
Supplies									
Reproductions									
Other									
<small><sup>1</sup> See State Travel Handbook</small>									
								<b>Total Direct Costs:</b>	<b>\$86.25</b>
								<b>Total</b>	<b>\$4,484.45</b>
								Subconsultant A	
								Subconsultant B	
								Subconsultant Total	
								<b>Project Total</b>	<b>\$4,484.45</b>

**PS&E / Advertisement**  
**Termini: North Kroger Access - Cliffwood Drive**  
**City of Horn Lake**  
**STP-7866-00(003) LPA/109067-711000**  
**Neel-Schaffer, Inc.**  
**11/11/2022**

MDOT Process Description	Item	No. Sheets	Estimated Hours							Total Hours
			Engineer Manager	Engineer I	Engineer II	Engr. Tech III	Clerical			
<b>PS&amp;E Assembly</b>										
Right of Way Certification										
Utility Certification										
Encroachment Certification										
Hazardous Waste Certification										
Asbestos Abatement Certification										
Compose Letters			0.0	4.0						4.0
Concile Forms				2.0						2.0
Print Plans				1.0		4.0	2.0			7.0
Assemble Specifications				16.0			16.0			32.0
Material Checklist										
MDOT Coordination				2.0						2.0
<b>Advertisement</b>										
Print Plans and Specifications				2.0		4.0	2.0			8.0
Prepare Advertisement				1.0		0.0	2.0			3.0
Bidder Coordination				1.0		0.0	4.0			5.0
Receive & Evaluate Bids				4.0			2.0			6.0
Assemble Bids and Submit				4.0			4.0			8.0
Quality Control										
Total Hours				37.0		8.0	32.0			77.0

Raw Labor Rates	\$75.00	\$49.09	\$45.50	\$36.73	\$24.27	\$0.00	\$0.00	\$0.00	
Labor Cost		1816.3		293.8	776.6				\$2,886.81

Overhead % 170.55% \$4,923.45

Fixed Fee % 12.00% \$937.23

FCCM Overhead % 0.08% \$2.31

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>	
Mileage			
Meals			
Lodging			
Postage			
Supplies			
Reproductions	500.0	\$0.75	\$375.00
Other			

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$375.00

Prime Total \$9,124.81

Subconsultant A	
Subconsultant B	
Subconsultant Total	

**Project Total \$9,124.81**

Department	12/28/2023	Overtime Amount
Animal Control	\$7,955.81	\$1,007.85
Judicial	\$13,375.69	\$108.99
Fire/Amb	\$155,559.39	\$0.00
Fire/Budgeted OT	\$0.00	\$17,834.43
Fire/Non Budgeted OT	\$0.00	\$170.06
Fire/ST Non Budgeted OT	\$0.00	\$0.00
Finance	\$16,100.59	\$209.88
Legislative	\$4,771.01	\$0.00
Executive	\$4,682.25	\$31.53
Parks	\$16,821.37	\$1,101.46
Planning	\$16,618.58	\$0.00
Police	\$152,800.17	\$6,561.76
Public Works - Streets	\$7,681.46	\$140.34
Public Works - Utility	\$32,736.26	\$1,224.39
<b>Grand Total</b>	<b>\$429,102.58</b>	<b>\$28,390.69</b>



**CITY OF HORN LAKE  
BOARD MEETING  
1/2/2024**

**CLAIMS DOCKET RECAP D-010224 C-010224**

<b>NAME OF FUND</b>	<b>TOTAL</b>
GENERAL FUND	<b>\$383,817.73</b>
COURT COSTS	\$271.00
EXECUTIVE	\$2,198.24
LEGISLATIVE	\$36.00
JUDICIAL	\$828.00
FINANCIAL ADMIN	\$3,148.45
PLANNING	\$1,727.95

POLICE	\$16,276.56
FIRE & EMS	\$22,086.33
STREET DEPARTMENT	\$46,524.31
ANIMAL CONTROL	\$7,851.72
PARKS & REC	\$6,568.71
PARK TOURNAMENT	\$0.00
PROFESSIONAL EXPENSE	\$276,300.46
DEBT SERVICES	\$0.00
HEALTH INSURANCE	\$0.00

BOND FUNDED CAP PROJECT EXPENSE **\$0.00**

LIBRARY FUND **\$11,687.50**

ECONOMIC DEVELOPMENT FUND **\$48,032.62**

UTILITY FUND **\$164,946.85**

**TOTAL DOCKET \$608,484.70**

VENDOR	VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	CHECK NO	FULL DESC
9996	DERRICK HARRIS	POOLED CASH RENASANT BANK	POOLED CASH IN BANK	\$1,585.00	7189243	PAYROLL RUN REPLACEMENT CK 14625 ISSUED AT WRO BNK
3447	COLONIAL LIFE	POOLED CASH RENASANT BANK	HEALTH INS	\$4,079.11	7189236	PAYROLL RUN REPLACEMENT CK14626 ISSUED AT WRO BNK
6169	NATIONWIDE	POOLED CASH RENASANT BANK	HEALTH INS	\$217.52	7189242	PAYROLL RUN REPLACEMENT CK14631 ISSUED AT WRO BNK
6744	MEDICAL AIR SERVICES	POOLED CASH RENASANT BANK	HEALTH INS	\$704.14	7189240	PAYROLL RUN REPLACEMENT CK14634 ISSUED AT WRO BNK
6779	AMWINS GROUP BENE	POOLED CASH RENASANT BANK	HEALTH INS	\$1,868.08	7189235	PAYROLL RUN REPLACEMENT CK14636 ISSUED AT WRO BNK
4497	PRE-PAID LEGAL SVCS	POOLED CASH RENASANT BANK	ID THEFT/PREPAID LEGAL	\$1,034.21	7189244	PAYROLL RUN REPLACEMENT CK14629 ISSUED AT WRO BNK
4485	MS DEPT OF HUMAN SVS	POOLED CASH RENASANT BANK	GARNISHMENT	\$1,537.50	7189241	PAYROLL RUN REPLACEMENT CK14627 ISSUED AT WRO BNK
4487	LOCKE BARKLEY	POOLED CASH RENASANT BANK	GARNISHMENT	\$481.00	7189239	PAYROLL RUN REPLACEMENT CK14628 ISSUED AT WRO BNK
5951	DEPARTEMENT OF REVEN	POOLED CASH RENASANT BANK	GARNISHMENT	\$618.73	7189238	PAYROLL RUN REPLACEMENT CK14630 ISSUED AT WRO BNK

6494	THRASH & THRASH	POOLED CASH RENASANT BANK	GARNISHMENT	\$532.35	7189245	PAYROLL RUN REPLACEMENT CK14632 ISSUED AT WRO BNK
6735	VT VALLAS	POOLED CASH RENASANT BANK	GARNISHMENT	\$80.75	7189246	PAYROLL RUN REPLACEMENT CK14633 ISSUED AT WRO BNK
6747	WASHINGTON STATE	POOLED CASH RENASANT BANK	GARNISHMENT	\$107.04	7189247	PAYROLL RUN REPLACEMENT CK14635 ISSUED AT WRO BNK
6808	CVI-SGP-CO	POOLED CASH RENASANT BANK	GARNISHMENT	\$323.00	7189237	PAYROLL RUN REPLACEMENT CK14637 ISSUED AT WRO BNK
5623	ALLEN LATIMER	EXECUTIVE	WAGES & SALARIES	\$1,972.74	7189255	PAYROLL RUN REPLACEMENT CK14624 ISSUED AT WRO BNK
1702	FLEETCOR TECHNOLOGIE	FINANCIAL ADMINISTRATION	FUEL & OIL	\$19.23	7189251	FUEL FOR UT, ST, AND ADMIN 12/4 TO 12/10
1702	FLEETCOR TECHNOLOGIE	PLANNING	FUEL & OIL	\$94.53	7189253	PLANNING 12/4 TO 12/10
1702	FLEETCOR TECHNOLOGIE	PLANNING	FUEL & OIL	\$112.01	7189258	PLANNING 12/11 TO 12/17
6626	ODP BUSINESS SOLUTIO	POLICE	EQUIPMENT PARTS & SUPPLIES	\$160.64	7189277	TONER FOR POLICE
1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	\$2,671.72	7189249	POLICE 12/4 TO 12/10
1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	\$2,133.34	7189257	POLICE 12/11 TO 12/17
1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	\$2,544.77	7189276	POLICE 12/18 TO 12/24
4457	AT&T WIRELESS	POLICE	PROFESSIONAL SERVICES	\$2,618.00	7189256	PHONE SERVICE
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	\$758.73	7189271	FIRE 12/11 TO 12/17
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	\$858.47	7189272	FIRE 12/18 TO 12/24
1356	ATMOS ENERGY	FIRE & EMS	UTILITIES	\$913.23	7189265	6770 TULANE
1356	ATMOS ENERGY	FIRE & EMS	UTILITIES	\$201.71	7189268	5711 HWY 51 N
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	\$488.66	7189251	FUEL FOR UT, ST, AND ADMIN 12/4 TO 12/10
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	\$521.75	7189267	UT / ST / ADMIN 12/11 TO 12/17
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	\$367.90	7189275	PUBLIC WORKS 12/18 TO 12/24
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	\$124.99	7189250	FUEL FOR ANIMAL SHELTER 12/4 TO 12/10
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	\$83.45	7189273	FUEL FOR ANIMAL CONTROL 12/18 TO 12/24
1356	ATMOS ENERGY	ANIMAL CONTROL	UTILITIES	\$193.18	7189269	6410 CENTER E
6505	JANEL MARQUEZ	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$380.00	7189261	REPL CK 7187650
1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	\$154.87	7189252	FUEL FOR PARKS 12/4 TO 12/10
1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	\$183.45	7189266	FUEL FOR PARKS 12/11 TO 12/17
1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	\$141.94	7189274	FUEL FOR PARKS 12/18 TO 12/24
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$48.34	7189254	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$4.30	7189254	OFFICE SUPPLIES

6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$41.10	7189254	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$265.51	7189260	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$54.24	7189260	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$119.94	7189260	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$70.80	7189260	OFFICE SUPPLIES
1702	FLEETCOR TECHNOLOGIE	ADMINISTRATIVE EXPENSE	FUEL & OIL	\$176.21	7189267	UT / ST / ADMIN 12/11 TO 12/17
4457	AT&T WIRELESS	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	\$1,295.00	7189256	PHONE SERVICE
1356	ATMOS ENERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$182.37	7189264	7460 HWY 301
3447	COLONIAL LIFE	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$2,222.03	7189263	GAP COVERAGE
6779	AMWINS GROUP BENE	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$1,272.04	7189262	GAP COVERAGE
6779	AMWINS GROUP BENE	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$3,728.34	7189262	GAP COVERAGE
6090	ARC OF NW MS	ECONOMIC DEVELOPMENT	PROMOTIONS	\$5,000.00	7189248	CONTRIBUTION FOR THE ARC
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	\$488.67	7189251	FUEL FOR UT, ST, AND ADMIN 12/4 TO 12/10
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	\$521.75	7189267	UT / ST / ADMIN 12/11 TO 12/17
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	\$367.91	7189275	PUBLIC WORKS 12/18 TO 12/24
1356	ATMOS ENERGY	UTILITY SYSTEM	UTILITIES	\$833.02	7189270	6400 CENTER E
9997	RURY GARZA CASTILLO	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	\$271.00	7189299	CB REFUND R. CASTILLO CASE# M2023-01274
1763	SIGNS & STUFF	EXECUTIVE	VEHICLE MAINTENANCE	\$117.50	7189363	CITY SEALS
2606	HUNT ROSS & ALLEN	EXECUTIVE	PROFESSIONAL SERVICES	\$108.00	7189332	AUGUST FEES & EXPENSES
2606	HUNT ROSS & ALLEN	LEGISLATIVE	PROFESSIONAL SERVICES	\$36.00	7189332	AUGUST FEES & EXPENSES
2606	HUNT ROSS & ALLEN	JUDICIAL	PROFESSIONAL SERVICES	\$828.00	7189332	AUGUST FEES & EXPENSES
3323	CADENCE BANK	FINANCIAL ADMINISTRATION	VEHICLE MAINTENANCE	\$10.00	7189292	CAR WASH
3323	CADENCE BANK	FINANCIAL ADMINISTRATION	VEHICLE MAINTENANCE	\$10.00	7189292	CAR WASH
2606	HUNT ROSS & ALLEN	FINANCIAL ADMINISTRATION	PROFESSIONAL SERVICES	\$2,898.00	7189332	AUGUST FEES & EXPENSES
1037	ARIANNE LINVILLE	FINANCIAL ADMINISTRATION	TRAVEL & TRAINING	\$95.50	7189286	REIMBURSEMENT FOR FLOWOOD CONF
3323	CADENCE BANK	FINANCIAL ADMINISTRATION	TRAVEL & TRAINING	\$80.00	7189292	FLOWOOD CONF
5943	JIM ROBINSON	FINANCIAL ADMINISTRATION	TRAVEL & TRAINING	\$35.72	7189338	REIMBURSEMENT FOR FLOWOOD CONF
1518	O'REILLY AUTO PARTS	PLANNING	VEHICLE MAINTENANCE	\$51.15	7189356	TRUCK MAINTANCE FOR CODE
6811	DON CALDWELL	PLANNING	UNIFORMS	\$71.49	7189305	REIMBURSEMENT FOR SHIRTS FOR CODE
2606	HUNT ROSS & ALLEN	PLANNING	PROFESSIONAL SERVICES	\$1,206.00	7189332	AUGUST FEES & EXPENSES
3323	CADENCE BANK	PLANNING	TRAVEL & TRAINING	\$124.00	7189292	FLOWOOD CONF

6611	TAMMY WOODS	PLANNING	TRAVEL & TRAINING	\$68.77	7189368	FLOWOOD EXPENSE REIMBURSEMENT
6798	AMAZON CAPITAL SERVI	POLICE	OFFICE SUPPLIES	\$156.90	7189282	CABLE TESTER TONER
1041	JIMMY GRAY CHEVROLET	POLICE	VEHICLE MAINTENANCE	\$139.37	7189339	UNIT# 0794: DOOR LATCH
1180	MAGNOLIA TIRE	POLICE	VEHICLE MAINTENANCE	\$245.00	7189344	UNIT# 4937: CANISTER PURGE, FLAT TIRE
1293	MILLENNIUM PAINT & B	POLICE	VEHICLE MAINTENANCE	\$1,904.15	7189349	UNIT# 8404: CLAIM# FZD1172001
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	\$159.27	7189356	UNIT# 7297: ENGINE MOUNT, AIR FILTER, O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	\$75.15	7189356	UNIT# 1462: BRAKE PADS, ROTORS
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	\$51.15	7189356	UNIT# 8588: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	\$75.15	7189356	UNIT# 5881: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	\$75.15	7189356	UNIT# 5649: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	\$156.94	7189356	UNIT# 1462: BRAKE PADS, ROTORS
926	THE HOME DEPOT	POLICE	EQUIPMENT PARTS & SUPPLIES	\$145.35	7189370	PD SHOP: SAW BATTERY AND ADAPTER NEW BUILT: BOTS,
6295	COMSOUTH INC	POLICE	EQUIPMENT PARTS & SUPPLIES	\$285.68	7189298	SUPERVISOR UNITS: (4) SIREN FACE BRACKET,(4) RADIO TONER FOR POLICE
6798	AMAZON CAPITAL SERVI	POLICE	EQUIPMENT PARTS & SUPPLIES	\$402.44	7189282	
2483	A TO Z ADVERTISING I	POLICE	UNIFORMS	\$100.00	7189278	5 UNIFORM SHIRTS FOR RECEPTIONIST
1180	MAGNOLIA TIRE	POLICE	FUEL & OIL	\$732.39	7189344	UNIT# 5649: 4 NEW TIRES
463	DPS CRIME LAB	POLICE	PROFESSIONAL SERVICES	\$300.00	7189306	MS CRIME LAB FEE - NOVEMBER 2023
4878	M & M PROMOTIONS	POLICE	PROFESSIONAL SERVICES	\$920.00	7189342	500 BUSINESS CARDS: COBB, T. MOORE, GILL, STOUT,
6775	ANTHONY TATMAN	POLICE	PROFESSIONAL SERVICES	\$25.00	7189284	PRETESTING EARL
6775	ANTHONY TATMAN	POLICE	PROFESSIONAL SERVICES	\$25.00	7189284	PRETESTING BASKERVILLE
6775	ANTHONY TATMAN	POLICE	PROFESSIONAL SERVICES	\$25.00	7189284	PRETESTING MARKESSE
6775	ANTHONY TATMAN	POLICE	PROFESSIONAL SERVICES	\$25.00	7189284	PRETESTING WICKS
1447	INTERNATIONAL ACAD	POLICE	TRAVEL & TRAINING	\$90.00	7189334	ETC-1 RECERTIFICATION - J PRICE
3323	CADENCE BANK	POLICE	TRAVEL & TRAINING	\$34.00	7189292	CPR BATEMAN, JOSE, HUNT, GRAYSON
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$142.19	7189314	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$1,359.43	7189314	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$589.49	7189314	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$191.21	7189314	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$752.34	7189314	EMS SUPPLIES

1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$1,066.44	7189314	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$586.48	7189314	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$4.78	7189314	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$18.90	7189314	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$4.58	7189314	EMS SUPPLIES
1180	MAGNOLIA TIRE	FIRE & EMS	VEHICLE MAINTENANCE	\$84.00	7189344	101 OIL CHANGE
1180	MAGNOLIA TIRE	FIRE & EMS	VEHICLE MAINTENANCE	\$92.93	7189344	106 OIL CHANGE
1310	MISSISSIPPI FIRE ACA	FIRE & EMS	VEHICLE MAINTENANCE	\$360.00	7189350	A TUTOR ENG OPS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	VEHICLE MAINTENANCE	\$10,609.16	7189308	ENGINE 3 REPAIRS
5617	CHOICE TOWING	FIRE & EMS	VEHICLE MAINTENANCE	\$85.00	7189295	TOW UNIT 1
1518	O'REILLY AUTO PARTS	FIRE & EMS	BUILDING & EQUIP MAINT	\$88.56	7189356	FD SUPPLIES
1518	O'REILLY AUTO PARTS	FIRE & EMS	BUILDING & EQUIP MAINT	\$41.98	7189356	FD SUPPLIES
1736	S & H SMALL ENGINE	FIRE & EMS	BUILDING & EQUIP MAINT	\$114.21	7189361	GENERATOR REPAIR
2606	HUNT ROSS & ALLEN	FIRE & EMS	PROFESSIONAL SERVICES	\$972.00	7189332	AUGUST FEES & EXPENSES
651	ENTERGY	FIRE & EMS	UTILITIES	\$782.65	7189309	6363 HWY 301
1336	MS FIRE FIGHTER ASSO	FIRE & EMS	TRAVEL & TRAINING	\$1,240.00	7189351	2024 MEMBERSHIP RENEWAL
4580	NW MS CODE ENFORCE	FIRE & EMS	TRAVEL & TRAINING	\$100.00	7189355	MEMBERSHIP BRAD WOODS
6796	CALEB BROWN	FIRE & EMS	TRAVEL & TRAINING	\$67.86	7189293	MEAL REIMB. FF WEEK 7
926	THE HOME DEPOT	STREET DEPARTMENT	MATERIALS	\$38.86	7189370	CABLE TIE FOR ORNAMENTS
926	THE HOME DEPOT	STREET DEPARTMENT	MATERIALS	\$76.26	7189370	MATERIALS TO WASH / CLEAN VEHICLES
926	THE HOME DEPOT	STREET DEPARTMENT	MATERIALS	\$280.36	7189370	TARPS AND STRAPS FOR ST FLAT BED TRUCKS
926	THE HOME DEPOT	STREET DEPARTMENT	MATERIALS	\$86.42	7189370	TOOLS FOR AARON TRUCK
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	\$119.88	7189365	HARD HATS, GLOVES, AND BOOTS FOR UT AND ST
6798	AMAZON CAPITAL SERVI	STREET DEPARTMENT	MATERIALS	\$21.87	7189282	RELEASE VALVE FOR ST
78	AMERICAN TIRE REPAIR	STREET DEPARTMENT	VEHICLE MAINTENANCE	\$339.30	7189283	TIRES FOR ST 3463
78	AMERICAN TIRE REPAIR	STREET DEPARTMENT	VEHICLE MAINTENANCE	\$30.00	7189283	TIRE REPAIR ON ST
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	VEHICLE MAINTENANCE	\$89.94	7189356	ANTIFREEZE FOR SHOP
1945	THOMPSON MACHINERY	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$1,916.37	7189371	APM FOR MOBILE GENERATOR AT CI
6474	HERNANDO EQUIPMENT	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$447.97	7189315	POLE SAW AND CHAIN
6474	HERNANDO EQUIPMENT	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$47.97	7189315	TRIM DEFLECTORS
6175	UNIFIRST CORPORATION	STREET DEPARTMENT	UNIFORMS	\$81.38	7189375	UNIFORMS FOR UT AND ST

6175	UNIFIRST CORPORATION	STREET DEPARTMENT	UNIFORMS	\$77.04	7189375	UNIFORMS FOR UT AND ST
2606	HUNT ROSS & ALLEN	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$378.00	7189332	AUGUST FEES & EXPENSES
3947	ALL DATA	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$1,500.00	7189281	ALL DATA RENEWAL
6739	EXPRESS SERVICES INC	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$1,270.50	7189310	TEMP EMPLOYEE
6739	EXPRESS SERVICES INC	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$1,617.00	7189310	TEMP EMPLOYEE SERVICE
6739	EXPRESS SERVICES INC	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$1,680.00	7189310	TEMP EMPLOYEE SERVICE
6767	MICHAEL HATCHER & AS	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$11,418.96	7189347	MONTHLY GRASS CONTRACT 2023/2024
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$207.32	7189309	1007 GOODMAN RD W
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$22,103.99	7189309	STREET LIGHTS
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$51.62	7189309	1025 HWY 302
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$41.69	7189309	301 NAIL
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$47.42	7189309	4188 GOODMAN RD W
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$39.46	7189309	HWY 302 & MALLARD
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$57.83	7189309	4035 SHADOW OAKS LGTS
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$26.99	7189309	SHADOW OAKS PKWY NLGT
2903	EAGLE SPECIALTY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$1,051.60	7189307	TRAFFIC LIGHT MONTHLY MAINT.
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$128.55	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$67.79	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$47.33	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$37.94	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$19.97	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$53.91	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$18.93	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$304.26	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$9.90	7189370	ANIMAL CONTROL
926	THE HOME DEPOT	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$25.00	7189370	ANIMAL CONTROL
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$98.39	7189317	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$96.85	7189318	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$35.80	7189319	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$35.80	7189320	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$102.63	7189321	VET SERVICES

939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$75.00	7189322	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$75.00	7189323	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$125.40	7189324	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$118.82	7189325	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$126.29	7189326	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$98.78	7189327	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$75.00	7189328	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$162.29	7189329	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$35.80	7189330	VET SERVICES
2016	TRACTOR SUPPLY CREDI	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$608.79	7189372	ANIMAL SHELTER SUPPLIES
3323	CADENCE BANK	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$1,185.13	7189292	ANIMAL SHELTER SUPPLIES
6327	DIXIE MEMORIAL PET	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$200.00	7189304	PET SERVICES
6739	EXPRESS SERVICES INC	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$1,554.00	7189310	TEMP EMPLOYEE
6739	EXPRESS SERVICES INC	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$903.00	7189310	TEMP EMPLOYEE SERVICE
6739	EXPRESS SERVICES INC	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$1,023.75	7189310	TEMP EMPLOYEE SERVICE
6505	JANEL MARQUEZ	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$115.00	7189336	CONTRACT 12/11 TO 12/24/23
6605	TYKARRIS ROSE	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$390.00	7189373	CONTRACT WORK 12/10 TO 12/23/23
6657	TAMEKA HERRON	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$85.00	7189367	CONTACT WORK 12/11 TO 12/24/23
6730	MELVIN WALLS III	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$185.00	7189345	CONTRACT WORK 12/11 TO 12/24/2023
6731	TYRIS ROSE	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$215.00	7189374	CONTRACT WORKER 12/10 TO 12/23/2023
6734	KOLE ANDREW KUSEK	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$50.00	7189340	CONTRACT WORK 12/11 TO 12/24/2024
6742	BRODIE FAULKNER	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$50.00	7189289	CONTRACT WORK 12/11 TO 12/24/23
6809	DESTINI CHRISTIE	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$120.00	7189302	CONTRACT WORK 12/11 TO 12/24
6810	ZOE CHRISTIE	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$90.00	7189382	CONTRACT WORK 12/11 TO 12/24/2023
6813	CHRISTOPHER WILTON	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	\$40.00	7189296	CONTRACT WORK 12/10 TO 12/23/2023
926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$316.48	7189370	MATERIALS
926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$75.56	7189370	PAINT AND SUPPLIES

926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$15.69	7189370	ELECTRICAL TAPE
1831	SOUTHAVEN SUPPLY	PARKS & REC	MATERIALS	\$59.98	7189365	BOOTS
1180	MAGNOLIA TIRE	PARKS & REC	VEHICLE MAINTENANCE	\$53.25	7189344	OIL CHANGE
3323	CADENCE BANK	PARKS & REC	VEHICLE MAINTENANCE	\$164.00	7189292	OIL CHANGE
2606	HUNT ROSS & ALLEN	PARKS & REC	PROFESSIONAL SERVICES	\$72.00	7189332	AUGUST FEES & EXPENSES
651	ENTERGY	PARKS & REC	UTILITIES	\$162.74	7189309	HOLLY HILLS PARK CHAPEL HILL
651	ENTERGY	PARKS & REC	UTILITIES	\$176.44	7189309	FLOODS FAIRFIELDS MEADOW PARK
651	ENTERGY	PARKS & REC	UTILITIES	\$51.81	7189309	FLOOD LIGHT CJOCTAW PARK
651	ENTERGY	PARKS & REC	UTILITIES	\$44.12	7189309	SHADOW OAKS PARK
3323	CADENCE BANK	PARKS & REC	PROMOTIONS	\$105.24	7189292	PARADE AND TREE LIGHTING SUPPLIES
2145	WHITFIELD ELECTRIC C	PARKS & REC	BUILDING IMPROVEMENTS	\$2,358.63	7189380	REPAIR PARKING LIGHT LOTS
926	THE HOME DEPOT	PARKS & REC	PARK SUPPLIES	\$179.96	7189370	POTTED CHRISTMAS TREE
2493	SGA TROPHY & AWARDS	PARKS & REC	PARK SUPPLIES	\$532.55	7189362	SHIRTS FOR CHRISTMAS PARADE/TREE LIGHTING
4000	ACTION CHEMICAL	ADMINISTRATIVE EXPENSE	CLEANING & JANITORIAL	\$1,101.52	7189279	SUPPLIES FOR CITY HALL
4000	ACTION CHEMICAL	ADMINISTRATIVE EXPENSE	CLEANING & JANITORIAL	\$168.54	7189279	PAPER TOWEL DISPENSERS
4000	ACTION CHEMICAL	ADMINISTRATIVE EXPENSE	CLEANING & JANITORIAL	\$835.59	7189279	FD SUPPLIES
5943	JIM ROBINSON	ADMINISTRATIVE EXPENSE	VEHICLE MAINTENANCE	\$10.00	7189338	REIMBURSEMENT FOR FLOWOOD CONF
50	AFFINITY LANDSCAPE	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$900.00	7189280	LAWN SERVICE AT CITY HALL
926	THE HOME DEPOT	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$74.88	7189370	TRASH CANS FOR CITY HALL
926	THE HOME DEPOT	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$25.91	7189370	CLEANING MATERIALS FOR COURT DEPT
4908	UPCHURCH SERVICES	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$1,025.87	7189377	REPAIRS TO CITY HALL WATER FAUCET
2606	HUNT ROSS & ALLEN	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$10,133.23	7189332	AUGUST FEES & EXPENSES
3098	FIRST CITIZENS BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$38.63	7189311	COPIER LEASE AGREEMENT
3098	FIRST CITIZENS BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$66.92	7189311	COPIER LEASE AGREEMENT
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$161.00	7189292	ATERA
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$55.00	7189292	ATERA
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$6.00	7189292	ATERA
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$8.00	7189292	ATERA
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$6.00	7189292	ATERA
5617	CHOICE TOWING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$65.00	7189295	FORD EXPLORIOR
5903	DEX IMAGING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$62.06	7189303	COPIER LEASE AGREEMENT
5903	DEX IMAGING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$229.29	7189303	COPIER LEASE AGREEMENT

5903	DEX IMAGING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$250.00	7189303	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$338.56	7189359	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$444.63	7189359	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$221.67	7189359	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$383.37	7189359	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$111.62	7189359	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$76.46	7189359	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$41.43	7189359	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$328.05	7189359	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$45.59	7189359	COPIER LEASE AGREEMENT
6647	VISUAL EDGE IT. INC.	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$23.00	7189378	COPIER LEASE AGREEMENT
6704	STROUPE PEST CONTROL	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$550.00	7189366	PEST CONTROL
6797	BIBBEE FAMILY ENTPRI	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$115.70	7189288	SHRED SERVICES
6728	BROWN LAWN AND CLEAN	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$300.00	7189290	MAINTANCE FOR CODE
6788	JERRY W. HARRIS SR	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$1,600.00	7189337	CODE MAINTENANCE
553	DESOTO COUNTY SHERIF C SPIRE	ADMINISTRATIVE EXPENSE	FEES TO COUNTY JAIL	\$14,547.78	7189301	NOVEMBER 2023 JAIL & MEDICAL
6521		ADMINISTRATIVE EXPENSE	TELEPHONE	\$5,510.51	7189291	TELEPHONE SERVICE
6780	GRANITE TELECOMMUNIC	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	\$133.07	7189313	PHONE SERVICE FOR COURT
651	ENTERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$29.23	7189309	7262 INTERSTATE DR
651	ENTERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$219.88	7189309	7460 HWY 301
651	ENTERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$4,194.27	7189309	3101 GOODMAN W
1970	COMCAST	ADMINISTRATIVE EXPENSE	UTILITIES	\$37.45	7189297	ACCT# 5309
1518	O'REILLY AUTO PARTS	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	\$129.33	7189356	STARTER FOR ADMIN 7200
5959	UNTANGLE	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	\$2,426.32	7189376	UPGRADE FIREWALL
5959	UNTANGLE	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	\$2,595.00	7189376	UPGRADE FIREWALL
6798	AMAZON CAPITAL SERVI	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	\$441.69	7189282	EXTENSION CABLE
6221	AQUA RAINSCAPES	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	\$4,100.00	7189285	DRAINTOP, SIDEWALK, AND CURB REPAIRS
6221	AQUA RAINSCAPES	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	\$3,650.00	7189285	SIDEWALK/DRIVEWAY REPAIRS
6221	AQUA RAINSCAPES	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	\$4,100.00	7189285	DRAINTOP /SIDEWALK REPAIRS
6339	RILEY PAVING	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	\$3,980.00	7189358	ROAD IMPROVEMENTS

6339	RILEY PAVING	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	\$4,620.00	7189358	ROAD IMPROVEMENTS
6627	JAMES C HOLDEN	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	\$2,550.00	7189335	STORM DRAIN REPAIR AT 6283 RAVENWOOD
6627	JAMES C HOLDEN	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	\$2,450.00	7189335	STORM DRAIN REPAIR AT 5796 PATRICIA
5495	ARROW DISPOSAL SERV	ADMINISTRATIVE EXPENSE	SANITATION CONTRACT EXPENSE	\$163,706.05	7189287	NOVEMBER 2023 REFUSE
6798	AMAZON CAPITAL SERVI	ADMINISTRATIVE EXPENSE	CITY HALL RENOVATIONS	\$419.96	7189282	UNISWITCHED
6798	AMAZON CAPITAL SERVI	ADMINISTRATIVE EXPENSE	CITY HALL RENOVATIONS	\$416.34	7189282	SURGE PROTECTORS
6798	AMAZON CAPITAL SERVI	ADMINISTRATIVE EXPENSE	CITY HALL RENOVATIONS	\$208.08	7189282	WALL CHARGER
6798	AMAZON CAPITAL SERVI	ADMINISTRATIVE EXPENSE	CITY HALL RENOVATIONS	\$309.35	7189282	WALL MOUNTS
6798	AMAZON CAPITAL SERVI	ADMINISTRATIVE EXPENSE	CITY HALL RENOVATIONS	\$159.18	7189282	CABLE TESTER TONER
1457	NEEL-SCHAFFER INC	ADMINISTRATIVE EXPENSE	MUNICIPAL STREET MAINT PROJECT	\$12,914.80	7189354	PROJECT NS.17387.000
702	FIRST REGIONAL LIBRA	LIBRARY EXPENSE	AD VAL OWED TO LIBRARY	\$11,687.50	7189312	LIBRARY FUND
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	\$192.45	7189292	CHRISTMAS TREE LIGHTING AND PARADE SUPPLIES
6795	PLAYPOWER LT FARMING	ECONOMIC DEVELOPMENT	PROMOTIONS	\$40,564.00	7189357	CHURCHWOOD PARK
6798	AMAZON CAPITAL SERVI	ECONOMIC DEVELOPMENT	PROMOTIONS	\$1,663.50	7189282	CHRISTMAS TREE ORNAMENTS
6803	CARPENTER DECORATING	ECONOMIC DEVELOPMENT	PROMOTIONS	\$612.67	7189294	HARNES RING FOR CHRISTMAS TREE
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	\$57,942.92	7189300	ANNUAL REQUIREMENT
926	THE HOME DEPOT	UTILITY SYSTEM	MATERIALS	\$76.26	7189370	MATERIALS TO WASH / CLEAN VEHICLES
926	THE HOME DEPOT	UTILITY SYSTEM	MATERIALS	\$389.74	7189370	HEATERS FOR WATER PLANTS
926	THE HOME DEPOT	UTILITY SYSTEM	MATERIALS	\$755.98	7189370	WATER PUMPS AND BATTERIES FOR UT
968	HYDRA SERVICE INC	UTILITY SYSTEM	MATERIALS	\$120.64	7189333	PUMP FREIGHT
1178	MAGNOLIA ELECTRICAL	UTILITY SYSTEM	MATERIALS	\$72.45	7189343	CONTACTOR FOR PEMBROOK WATER PLANT
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	\$233.50	7189346	COLLAR LEAK CLAMP FOR UT
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	\$3,908.60	7189346	MATERIALS FOR UT
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	\$323.95	7189346	HAND WRENCH AND METER COUPLINGS FOR UT
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	\$278.95	7189346	FULL CIR CLAMPS FOR UT
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	MATERIALS	\$51.15	7189356	OIL AND FILTER FOR UT 211
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$5.99	7189365	CONCRETE FOR GOODMAN RD E REPAIR
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$119.88	7189365	HARD HATS, GLOVES, AND BOOTS FOR UT AND ST

1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$78.93	7189365	MATERIALS FOR FOREST GLEN REPAIRS
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$127.98	7189365	MATERIALS FOR HOLLY HILLS WATER PLANT
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$157.98	7189365	MATERIALS FOR UT
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$33.94	7189365	MATERIALS FOR HOLLY HILLS WATER PLANT
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$7.99	7189365	ELBOW FOR UT
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$51.15	7189356	OIL AND FILTER FOR UT 555
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$48.39	7189356	OIL AND FILTER FOR UT 2354
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$8.55	7189356	AIR FILTER FOR UT 2354
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$13.99	7189356	MIRROR FOR UT 2354
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$38.97	7189356	RADIATOR FLUSH FOR UT 2354
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$6.16	7189356	RADIATOR CAP FOR UT 2354
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$6.16	7189356	RADIATOR CAP FOR U/T2354
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$56.65	7189356	OIL AND FILTER FOR UT 3463
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$89.94	7189356	ANTIFREEZE FOR SHOP
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$25.83	7189356	CAPSULE AND BULB FOR UT 2350
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$113.95	7189356	DOOR HINGE AND PAINT FOR UT 4006
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$91.79	7189356	DOOR HANDLE AND HINGE FOR UT 4006
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$135.96	7189356	OIL FOR SHOP
1795	SNAPPY WINDSHIELD RE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$250.00	7189364	WINDOW FOR UT 4006
6257	LANDERS SOUTH	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$372.19	7189341	LIGHTS FOR UT 2354
6257	LANDERS SOUTH	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$644.45	7189341	HEADLIGHTS FOR UT 3482
1945	THOMPSON MACHINERY	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$2,087.31	7189371	APM FOR GOODMAN RD W/P
1945	THOMPSON MACHINERY	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$1,813.33	7189371	APM FOR PEMBROOK WATER TOWER
1945	THOMPSON MACHINERY	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$1,780.55	7189371	APM FOR HURT RD WATER TOWER
6175	UNIFIRST CORPORATION	UTILITY SYSTEM	UNIFORMS	\$81.39	7189375	UNIFORMS FOR UT AND ST
6175	UNIFIRST CORPORATION	UTILITY SYSTEM	UNIFORMS	\$77.04	7189375	UNIFORMS FOR UT AND ST
2095	WALLS WATER ASSOCIAT	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$8,586.33	7189379	SEWER COLLECTED IN HL, WALLS, AND ADMIN
2606	HUNT ROSS & ALLEN	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$2,808.00	7189332	AUGUST FEES & EXPENSES
6739	EXPRESS SERVICES INC	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$840.00	7189310	TEMP EMPLOYEE
6739	EXPRESS SERVICES INC	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$855.75	7189310	TEMP EMPLOYEE SERVICE
6739	EXPRESS SERVICES INC	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$840.00	7189310	TEMP EMPLOYEE SERVICE
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$37.05	7189309	7268 HORN LAKE

651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$233.25	7189309	POPLAR FOREST LOT 38
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$12.06	7189309	7076 CHANCE
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$81.35	7189309	DESOTO RD PUMP
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$86.33	7189309	5408A RIDGEFIELD
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$47.87	7189309	7445 HICKORY ESTATES
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$501.38	7189309	WELL @ HOLLY HILLS COMM CSM
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$45.17	7189309	HICKORY FOREST LIFT STA
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$191.81	7189309	4410 SHADOW GLEN
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$13.50	7189309	3400 TULANE W
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$15.37	7189309	6947 ALLEN
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$180.41	7189309	5235 GOODMAN
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$116.38	7189309	4871 GOODMAN
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$81.21	7189309	LIFT STA LAKE FOREST
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$18.39	7189309	4959 PECAN
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$12.10	7189309	4585 PECAN
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$3,819.15	7189309	3101 GOODMAN W
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$12.10	7189309	4704 LAKE CV
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$28.26	7189309	4854 SHERRY
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$15.14	7189309	6652 ALICE
5964	XYLEM DEWATERING	UTILITY SYSTEM	RENTAL EQUIPMENT	\$250.00	7189381	FLOAT RENTAL
5964	XYLEM DEWATERING	UTILITY SYSTEM	RENTAL EQUIPMENT	\$765.00	7189381	PUMP RENTAL
3323	CADENCE BANK	UTILITY SYSTEM	TRAVEL & TRAINING	\$124.00	7189292	FLOWOOD CONF
6244	RODNEY NASH	UTILITY SYSTEM	TRAVEL & TRAINING	\$80.82	7189360	REIMBURSEMENT FOR FLOWOOD CONF
937	HORN LAKE CREEK BASI	UTILITY SYSTEM	HL CREEK INTERCEPTOR SWR	\$42,956.12	7189331	HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT
1457	NEEL-SCHAFFER INC	UTILITY SYSTEM	TWIN LAKES WELL PROJECT	\$3,934.60	7189352	PROJECT NS.16953.000
968	HYDRA SERVICE INC	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$8,055.77	7189333	SULZER PUMP FOR NICOLE PLACE L
968	HYDRA SERVICE INC	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$830.89	7189333	ABB BOX FOR KINGSVIEW LS
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$15.95	7189365	BREAKER FOR HICKORY CREST LS
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$8.99	7189365	BULB FOR PECAN W LIFT STATION
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$123.92	7189365	MATERIALS FOR COLE RD LS REPAIRS
1929	TENCARVA MACHINERY C	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$7,366.00	7189369	TSURUMI PUMP .100C42.2 2/230V
6121	HIGH TIDE TECHNOLOGI	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$1,320.00	7189316	ANNUAL HT COMMUNICATIONS

6451	MID SOUTH SEPTIC	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$570.00	7189348	PUMP OUT WET WELL AT 5111 CAROLINE DR
6451	MID SOUTH SEPTIC	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$1,624.50	7189348	LIFT STATION CLEAN OUT
6627	JAMES C HOLDEN	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$2,100.00	7189335	SEWER REPAIR AT 6230 CARROLL CV
1457	NEEL-SCHAFFER INC	UTILITY SYSTEM	CITY WATER LINE REPLACEMENT	\$650.00	7189353	PROJECT NS.17310.000
				<b>\$608,484.70</b>		

Order #01-03-24

**Approval of Claims Docket**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Claims Docket as presented, provided funds are budgeted and available, finding that the expenditures are to objects authorized by law.

Said motion was made by Alderman Guice and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Young, Alderman Johnson, and Alderman DuPree.

Nays: Alderman Bostick.

Absent: None.

So ordered this 2nd day of January 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

Order #01-04-24

**Order to confirm appointment of Planning Commissioner – Ward 4**

Be It Ordered:

By the Mayor and Board of Aldermen to confirm the appointment of Kirby Carter as Planning Commissioner for Ward 4.

Said motion was made by Alderman Young and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman Young and Alderman DuPree.

Nays: None.

Absent: None.

So ordered this 2nd day of January 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

\*\*At this time the Mayor administered the Oath of Office to Mrs. Kirby Carter, swearing her in as Planning Commissioner for Ward 4.

\*\*Mr. Jim Taylor did not appear.

\*\*At this time, the Mayor began the discussion of the new animal shelter. There was much discussion regarding the most recent architect bill received, timing of payment, the percentage of compensation due each phase, public access to information.

Order #01-05-24

**Order to approve proposed conceptual design for new animal shelter**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the proposed conceptual exterior design of the new animal shelter, as presented at the December 19, 2023 Mayor and Aldermen meeting, with the design presented clearly being labeled as being conceptual and subject to change.

Said motion was made by Alderman Guice and seconded by Alderman Bostick.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, and Alderman DuPree.

Nays: Alderman Young.

Absent: None.

So ordered this 2nd day of January 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

Order #01-06-24

**Order to approve change order**

Be It Ordered:

By the Mayor and Board of Aldermen to approve change order #3 increasing the construction contract in the amount of \$6,335.55 for the City Hall Renovation Project, finding the additional cost/work is necessary and incidental to the completion of the project as originally bid, is not outside the scope of the original contract, is commercially reasonable, and that the issuance of the change order for the additional cost/work is not being made to circumvent the public purchasing statutes.

Said motion was made by Alderman Guice and seconded by Alderman Klein.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 2nd day of January 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

\*\*At this time Alderman Young brought up for discussion the 2024 Rodeo to be held later in the year, discussing last year's rodeo and improvements and additions that are being added for this year's event.

Order #01-07-24

**Order to approve contract for 2024 Rodeo**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the contract with Deep South Rodeo Productions, LLC to host a rodeo at Latimer Lakes Park in 2024 on a date to be determined, providing for, among other things, payment from the City in the amount of \$27,000.00, to be paid with hotel/motel tax proceeds, finding that said event promotes the attributes of the City and/or promotes the city's tourism and economic development.

Said motion was made by Alderman Young and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 2nd day of January 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

# Deep South Rodeo Productions, LLC

## Contract

6326 Highway 47  
Shelby, AL 35143

deepsouthrodeo@yahoo.com  
205.789.8199 or 205.908.5049

This agreement for "RODEO" is entered into by *Deep South Rodeo Productions, LLC* and *City of Horn Lake, Mississippi*.

The parties here to enter this agreement with reference to and in reliance on the following:

### **GATE ADMISSION:**

50% to Deep South Rodeo Productions, LLC  
50% to Committee

### **INSURANCE BINDER:**

To be provided by Deep South Rodeo Productions for the Event (Rodeo) in the amount of **\$1 million dollars liability insurance.**

Additional: Insurance for any volunteers, workers, and any other person to be paid by Committee (Separate Policy)

### **ADVERTISEMENT**

Provided by and Paid by Committee

### **OTHER CONDITIONS**

**All payments must be PAID IN FULL 14 days prior to event. UNLESS AGREED UPON BY ALL PARTIES IN WRITING**

**Total amount due: \$27,000** (Twenty-Seven Thousand Dollars)

### **COMMITTEE PROVIDES the Following:**

- Ambulance/EMT Service (rodeo cannot begin until they are onsite/they must stay until slack is over)
  - Equipment to load/unload the arena and to work the arena, workers to park and take up money and tickets etc. \*see Jeremy for specific requirements.
  - Light Towers 8 is preferred. Must be onsite by Friday morning.
  - Restrooms
  - 2 rooms Thursday-Sunday, 2 rooms Friday-Sunday - Double Beds. Must be service animal friendly hotel. Within a maximum of 15 minutes of Arena Location.
-

**DEEP SOUTH RODEO PRODUCTIONS RESPONSIBILITIES**

- Judges
- Announcer
- Added Money
- Arena
- Insurance
- Barrel Man/Clown
- Secretary/Timer
- Pick Up Men
- Act
- Bull Fighters
- Arena/Back Pens Labor
- Sanction Fees
- Stock
- Bleachers

**\*\*\***Deep South Rodeo Productions has 3 Vendors on contract for the season. They will NOT be included in the committees' applications or vendor fee requirements. They will be available to sign any releases or liability forms, if needed. *These include: 1 Lemonade Stand/Merch Booth, 1 Hat Bar/Boutique and 1 Tack Shop/Western Boutique. It is recommended to not have duplicate vendors to allow everyone the opportunity to have an excellent experience.*

**COMMITTEE INFORMATION:**

Arena Location (Address) \_\_\_\_\_

Date of the Rodeo: \_\_\_\_\_

**Committee Head/Member in Charge:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**This contract is effective December 7, 2023, or a term of 1 year or 3 years. (Circle One). Future dates/locations may change and will be discussed at least 9 months prior to future events. Price can increase but not to exceed 5% in a year. Deep South Rodeo Productions holds exclusive right for rodeos with said committee for 3 (three) years. Expiration date of December 7, 2027. |**

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
*Deep South Rodeo Productions* *Date*

\_\_\_\_\_  
*Committee Member* *Date*

Order #01-08-24

**Determination to go Into Executive Session**

Be it Ordered:

By the Mayor and Board of Aldermen to go into determination for Executive Session.

Said Motion was made by Alderman Guice and seconded by Alderman Bostick.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Guice, Alderman Bostick, Alderman Johnson, and Alderman DuPree.

Nays: Alderman Bledsoe and Alderman Young.

Absent: None.

So ordered this 2nd day of January 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

Order #01-09-24

**Order to come out of Determination for Executive Session**

Be it Ordered:

By the Mayor and Board of Aldermen to come out of determination for Executive Session.

Said Motion was made by Alderman Bostick and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 2nd day of January 2024.

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Mayor

Attest:

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CAO/City Clerk  
Seal

Order #01-10-24

**Order to go into Executive Session**

Be it Ordered:

By the Mayor and Board of Aldermen to go into Executive Session regarding:

A. Discussion of personnel matters in the Utility Department.

Said Motion was made by Alderman Bostick and seconded by Alderman Klein.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, and Alderman DuPree.

Nays: Alderman Young.

Absent: None.

So ordered this 2nd day of January 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

Order #01-11-24

**Order to Come Out of Executive Session**

Be it Ordered:

By the Mayor and Board of Aldermen to come out of Executive Session.

Said Motion was made by Alderman Guice and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 2nd day of January, 2024.

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Mayor

Attest:

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CAO/City Clerk  
Seal

Order #01-12-24

**Order to approve suspension for Employee # 599**

Be it Ordered:

By the Mayor and Board of Aldermen to approve the suspension of Employee # 599 for 80 hours without pay and a one year probation for violation of personnel policy #701- Employee Conduct and Work Rules- Unsatisfactory Performance, #505- Vehicle Fleet Safety Policy, Item G, and #701.1-11 Gross Misconduct on or off duty.

Said Motion was made by Alderman Guice and seconded by Alderman Klein.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 2nd day of January, 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

Order #01-13-24

**Order to Adjourn**

Be it Ordered:

By the Mayor and Board of Aldermen to adjourn this meeting.

Said Motion was made by Alderman Bostick and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 2nd day of January, 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
CAO/City Clerk  
Seal

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The minutes for the January 2,2024, Mayor and Board of Aldermen meeting, were presented to the Mayor for his signature on \_\_\_\_\_, 2024.

\_\_\_\_\_  
CAO/City Clerk