

# SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI

Wednesday, August 09, 2023 at 6:00 PM

# **Agenda**

This notice and agenda of the Special Called Meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Wednesday, August 09, 2023, at 6:00 PM in the Board Room at City Hall, located at 343 Distribution Drive, Gluckstadt, MS 39110.

The business to be brought before the meeting shall be limited to the following:

- 1. Call Meeting to Order and Roll Call
- 2. Opening Prayer and Pledge of Allegiance
- 3. Presented Items
  - A) Officer of the Month (Chief Wendell Watts)
  - B) Swearing in of Reserve and Part-Time Officers

David Johnson

Angela Harper

Michael Wilson

Price Hunter

**Kyrie Lucas** 

- 4. Approval of Consent Agenda Items
  - Approval of Minutes (July 11, July 19 & Aug. 2)
  - B) Approval of Claims Docket
  - C) Purchase Order Change Notification: Adcamp Invoice (Ridgefield Project)

- D) Purchase Order Change Notification: Adcamp Invoice (Yandell Road Emergency Pothole Fix)
- E) Request for Authorization to Cut Check for PD Canine
- Request to Pay Fuelman Invoice Upon Receipt (August Delayed)
- <u>G</u>) Purchase of Hand Fans for Gluckstadt Police Department and Municipal Court Groundbreaking (Finding Favorable Promotion of the City)
- H) Request for Approval of Registration Fees: Mississippi Municipal Clerks and Collectors Association Fall Conference (Embassy Suites, Ridgeland: October 11-13, 2023), City Clerk (Kellum) & Deputy Clerk (Maugh)
- Approval of CMO Evening Class Registration & Fee, October 12th Ridgeland (Alderwoman Williams)
- Approval of CMO Evening Class Registration & Fee, October 12th Ridgeland (Alderwoman Bates)

# 5. Amendment to Budget & Monthly Budget Report

- A) Consideration and Adoption of Resolution Amending the FY23 Budget
- B) Monthly Budget Report(s)

#### 6. New Business

- A) Consideration of Awarding of Contracts: Various Term Bids, Public Works
- B) Acceptance of MOU and Authorization for Mayor to Sign Forms: HB603 Funding (\$750,000 Legislative Allocation)
- Consideration of Adoption: Resolution in Opposition to Splitting the Rankin County and Madison Circuit Court Judicial District (District 20)
- D) Request for Consideration and Approval: Draft Fence Ordinance
- E) Request for Consideration and Approval: Draft Grease Interceptor Ordinance

#### 7. Old Business

A) Discussion of Rendering & Cost: City of Gluckstadt Welcome Sign

## 8. City Clerk, City Administration Matters (Lindsay Kellum)

- A) General Update, City Administration Matters (City Clerk)
- B) Monthly Privilege License Report
- C) Consideration of Adoption: Revisions to Purchasing Policy

- D) Consideration of Adoption: Revisions to Travel Policy, City of Gluckstadt
- E) Consideration of Adoption: Credit Card Use Policy
- 9. Court Clerk, Municipal Court Department (Stephanie Gerlach)
  - A) General Update, Court Services: July 2023 (Court Clerk)
- 10. Building Official, Planning and Zoning Matters (Mike McCollum and William Hall)
  - A) July 25<sup>th</sup>, 2023 Planning and Zoning Board Meeting
  - B) Permitting Log Update, Building Department
  - C) Reconsideration and Approval of Site Plan for Autozone (Requested by Alderman Powell)
  - Discussion and Consideration of Blurton Holdings Site Plan
  - E) Discussion and Consideration of Preliminary Plat for Parkway Commons
  - F) Request to Surplus Old Residential Signs & Board Declaration of Value
- 11. Police Chief, Police Department Matters (Chief Wendell Watts)
  - A) General Update, Police Matters (Wendell Watts)
  - B) Grant Status Updates, Police Department (Addie Stover)
  - C) Request to Formally Accept & Authorize Signature of FY24 MOHS Grant: 402 Police Traffic Services (October 1, 2023 September 30, 2024)
  - Consideration of Approval of Lowest and Best Quotes for Expenditures Related to CESF COVID Grant (Kerry Minninger, Wendell Watts)
- 12. Public Comment
- 13. Closed Session to Determine Need for Executive Session
- 14. Adiourn

WALTER C. MORRISON, IV MAYOR

We the undersigned Aldermen acknowledge that we were given notice of said meeting at least three (3) hours in advance thereof by a copy of this notice.

Alderwoman Bates	
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Alderman Powell	
Alderman Slay	
Alderman Taylor	
Alderwoman Williams	
ATTEST:	DATE:

LINDSAY D. KELLUM CITY CLERK

[Seal]



# REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI

Tuesday, July 11, 2023, at 6:00 PM

#### **Minutes**

This notice and agenda of the Regular Meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Tuesday, July 11, 2023, at 6:00 PM in the Board Room at City Hall, located at 343 Distribution Drive, Gluckstadt, MS 39110.

### 1. Call Meeting to Order and Roll Call

The Mayor called the July 11, 2023, Regular Meeting of the Mayor and Board of Aldermen to order.

Board Members Present: Mayor Walter Morrison, Alderman John Taylor, Alderman Jayce Powell, Alderman Wesley Slay, Alderwoman Miya Bates, Alderwoman Lisa Williams.

Staff Members Present: City Clerk Lindsay Kellum, Deputy Clerk Scott Maugh, Executive Assistant Janet Brooks, Planning & Zoning Director Mike McCollum, Building Official William Hall, Executive Assistant Bridgette Smith, Chief of Police Wendell Watts, Assistant Chief of Police Barry Hale, Court Clerk Stephanie Gerlach, City Attorney John Scanlon and City Attorney Zachary Giddy.

## 2. Opening Prayer and Pledge of Allegiance

Ms. Bridgette Smith opened the meeting with prayer.

Alderman Powell led the pledge of allegiance.

No action taken.

### 3. Presented Items

None.

No action taken.

- 4. Approval of Consent Agenda Items
- A) Approval of June 13, 2023, Meeting Minutes
- B) Approval of Docket of Claims

- C) Memo, Purchase Order Police Department (FYI Matter)
- Special Circumstances Approval Form: Emergency Purchase Lightning Strike,
   Traffic Light
- E) Special Circumstances Approval Form: Emergency Purchase Towing of Gluckstadt PD Cruiser, Durango
- F) Request for Approval of Training and Travel Reimbursement Fees: Axon's Taser Trainer Course (Officer Felix Norwood)
- G) Request for Approval of Training and Travel Reimbursement Fees: Axon's Taser Trainer Course (Sergeant Jeremy Slaven)

The Mayor requested a motion to adopt the consent agenda. (*Exhibit "A"*). Motion made by Alderman Taylor, Seconded by Alderman Slay.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

## 5. Amendment to Budget & Monthly Budget Report

### A) Consideration and Adoption of Resolution Amending FY23 Budget

The Mayor requested a motion to adopt the resolution (*Exhibit "B"*) amending the FY23 budget. Motion made by Alderwoman Williams, Seconded by Alderman Slay.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

## B) Monthly Budget Report(s)

The Mayor presented the monthly budget report(s). (Exhibit "C").

No action taken.

#### 6. New Business

# A) Consideration of Extension of Memorandum of Understanding with Madison County: Limb & Debris Pickup

The Mayor requested a motion to approve the Amended Memorandum of Understanding with Madison County for Limb and Debris Pickup (Exhibit "D"). Motion made by Alderwoman Williams, Seconded by Alderwoman Bates.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

# B) Request to Purchase Additional Public Works Equipment & Approve Quote (Mower and Trailer)

The Mayor requested a motion to authorize purchase of additional public works equipment (additional mower and trailer), at Mr. McCollum's request (Exhibit "F"). Motion made by Alderman Slay, Seconded by Alderwoman Williams.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

## C) Purchase of Additional Street Name Sign Poles and Hardware

The Mayor requested a motion to authorize the purchase of additional street name signs, poles and hardware for public works, at Mr. McCollum's request (*Exhibit "E"*). Motion made by Alderman Powell, Seconded by Alderwoman Williams.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

# D) Request for authorization to Advertise or Bids: New Police Station and Municipal Court (Access Control, Furniture, Technology)

The Mayor requested a motion to authorize the public works department to advertise for term bids, at Mr. McCollum's request. Motion made by Alderman Slay, Seconded by Alderwoman Bates.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

#### 7. Old Business

# A) Discussion and Consideration: Gluckstadt Police Department, Update to Architectural Design (Cosmetic Only) (Alan Grant, Sam McGaugh, Kayce Saik)

The Mayor requested a motion to approve the Revised Architectural Design (#3) for the Gluckstadt Police Department (*Exhibit "F*), at an estimated cost increase of \$50,000.00-\$75,000.00 (the project will not have to be re-bid). Motion made by Alderman Powell, Seconded by Alderwoman Williams.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

### 8. City Clerk, City Administration Matters (Lindsay Kellum)

## A) General Update, City Administration Matters (City Clerk)

The City Clerk provided an update to the board concerning the City Administration.

No action taken.

## B) Monthly Privilege License Report

The City Clerk provided an update to the board on privilege license collections. (Exhibit "G").

No action taken.

# C) Status Update: New Police Station and Municipal Court Funding & Signing of General Construction Contract

The City Clerk provided an update to the board concerning the status of the funding of the new Police Station and Municipal Court and estimated date to begin construction.

No action taken.

### D) Update, FY24 Audit Date Set

The City Clerk provided an update to the board related to the scheduling of the FY22 full GAAP audit in October.

No action taken.

## 9. Court Clerk, Municipal Court Department (Stephanie Gerlach)

#### A) General Court Information, Court Services: June 2023

The Municipal Court Clerk provided an update on court matters.

No action taken.

# 10. Building Official, Planning and Zoning Matters (Mike McCollum and William Hall)

## A) General Update, Planning and Zoning: June Meeting (Mike McCollum)

The Planning and Zoning Administrator and the Building Official provided an update to the board related to matters in their departments.

No action taken.

## B) Update: June 27, 2023, Planning and Zoning Board Meeting

The Planning and Zoning Administrator provided an update to the board related to the June 27, 2023, Planning and Zoning Commission Meeting Agenda.

No action taken.

## C) Consideration and Approval: AutoZone Site Plan (Tabled in June)

The Mayor requested a motion to approve the site plan (*Exhibit "H"*) for AutoZone. Motion made by Alderman Taylor, Seconded by Alderman Slay.

Discussion was had amongst the board concerning flood plain concerns, potential flooding and drainage issues, the 50 ft. barrier (a residential neighbor requested AutoZone keep as many trees as possible to assist with noise and light pollution at a former meeting), and the turn radius for tractor trailers attempting to deliver goods to AutoZone (concerns about traffic backing up into Gluckstadt Rd).

Voting Yea: Alderman Taylor, Alderman Slay.

Voting Nay: Alderwoman Williams, Alderwoman Bates, Alderman Powell.

The Mayor declared the motion failed 3-2.

## D) Consideration of Approval of Conditional Use Permit: Madison Motor Werks

The Mayor requested a motion to grant the application for conditional use (*Exhibit "I"*) for Madison Motor Werks. Motion made by Alderman Powell, Seconded by Alderman Slay.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

# E) Consideration and Approval of Site Plan: Madison Motor Werks

The Mayor requested a motion to approve the site plan (*Exhibit "J"*) for Madison Motor Werks. Motion made by Alderman Powell, Seconded by Alderwoman Williams.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderman Slay, Alderwoman Bates.

The Mayor declared the motion carried.

## 11. Police Chief, Police Department Matters (Chief Wendell Watts)

# A) Consideration and Approval of Quote to Purchase Police Canine

The Mayor requested a motion to approve the quote (*Exhibit "K"*) to purchase a Police Department Canine Officer. Motion made by Alderman Slayl, Seconded by Alderwoman Bates.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderman Slay, Alderwoman Bates.

The Mayor declared the motion carried.

# B) Request to Add FY24 Budget for Emergency Management Department (Placed Under Police Department / Public Safety) (Kerry Minninger & Chief Wendell Watts)

Mr. Kerry Minninger, volunteer Emergency Mgmt. Director, for Gluckstadt, requested the Mayor and Board of Aldermen consider including a budget of \$20,000.00 for emergency management needs next fiscal year; the Mayor directed the City Clerk to add a draft EMA budget line item in the amount of \$20,000.00 to the FY24 proposed budget.

No action taken.

## C) Grant Status Updates, Police Department (Addie Stover)

Addie Stover provided a status update on grants.

No action taken.

## D) Request to Extend Offer of Employment for Part-Time Officer (Kyrie Lucas)

After the Board reviewed the candidate's qualifications, the Mayor requested the board extend an offer of employment to Mr. Kyrie Lucas for the position of Part-Time Police Officer. Alderman Powell made a motion to extend a conditional offer of employment, setting the hourly pay rate at \$17.00/ hour, excluding benefits such as PERS retirement and BCBS health insurance; additionally, Alderman Powell directed the Mayor and Chief of Police to provide an offer letter to Mr. Lucas and note in the offer letter that the offer of employment was contingent upon successful passage of all requisite background checks, drug testing, polygraph and psychological evaluations, driving history and any additional pre-employment requirements for the city and police department. Alderwoman Williams seconded the motion.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

# E) Request to Extend Offer of Employment for Part-Time Officer (David Johnson)

After the Board reviewed the candidate's qualifications, the Mayor requested the board extend an offer of employment to Mr. David Johnson for the position of Part-Time Police Officer. Alderman Powell made a motion to extend a conditional offer of employment, setting the hourly pay rate at \$17.00/ hour, excluding benefits such as PERS retirement and BCBS health insurance; additionally, Alderman Powell directed the Mayor and Chief of Police to provide an offer letter to Mr. Johnson and note in the offer letter that the offer of employment was contingent upon successful passage of all requisite background checks, drug testing, polygraph and psychological evaluations, driving history and any additional pre-employment requirements for the city and police department. Alderwoman Williams seconded the motion.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

### 12. Public Comment

Mr. Jimbo Raley and Mr. Brian Dew, residents of Red Oak Subdivision, addressed the board concerning their displeasure that Ridgefield Subdivision was chosen for pothole and street rehabilitation ahead of Red Oak Subdivision.

No action taken.

#### 13. Closed Session to Determine Need for Executive Session

The Board considered entering closed session to determine whether to go into Executive Session. The Mayor requested a motion to enter closed determination.

Motion made by Alderman Slay, Seconded by Alderwoman Bates.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

The Board then considered entering an executive session. Alderman Powell made a motion to enter executive session, to discuss the job qualifications of an individual for the position of Grant Administrator additionally, to discuss ongoing litigation, related to the City of Madison's Annexation, Seconded by Alderman Slay.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

The Board entered Executive Session. A public announcement was made by Ms. Kellum that the Board had entered Executive Session for discussion of personnel matters related to review of job qualifications for the position of Grant Administrator and for ongoing litigation related to the City of Madison's Annexation.

# A) Litigation Matters: City of Madison Annexation, Consideration of Adoption of Gluckstadt Annexation Ordinance

The Mayor requested a motion to adopt the City of Gluckstadt's Annexation Ordinance (2023-08) (*Exhibit "L"*) and to direct the City Attorney to file it with the Chancery Court of Madison County upon adoption. Motion made by Alderman Powell, Seconded by Alderman Slay.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

# B) Personnel Matters: Consideration of Candidate Qualifications Extension of Employment Offer for Grant Administrator Position

After discussion the candidate's qualifications at length and the need for the city to hire a full time Grant Administrator, the Mayor requested a motion to hire an individual for the position of Grant Administrator at a starting salary of \$60,000 + benefits, as long as the appointed hiring committee (consisting of the Mayor, Alderwoman Bates, City Clerk, Deputy City Clerk, Police Chief and

Planning and Zoning Administrator) agree. Alderman Slay then made a motion to extend an employment offer to an individual for Grant Administrator for the City of Gluckstadt, at a salary of \$60,000 annually, plus employment benefits such as health insurance, retirement and supplemental benefits offered by the city; employment with the city is contingent upon additional interview process (with the hiring committee) and successful passing of necessary background checks, such as criminal background, driving history, and drug screening.

Motion to leave executive session:

The Mayor then asked for a motion to leave executive session.

Within the executive session, Alderwoman Bates made a motion to leave executive session and re-enter open session, Seconded by Alderman Powell.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried and the board re-entered open session.

A public announcement was made that the Board had voted in Executive Session to extend an employment offer to an individual for the position of Grant Administrator at a salary of \$60,000 + benefits, subject to pre-employment conditions and confirmation by appointed hiring committee; additionally, the board adopted an annexation ordinance by unanimous vote, directing legal counsel to file the ordinance in Madison County Chancery Court.

## 14. Adjourn

There being no further business before the Board of Aldermen, Alderwoman Williams made a motion to adjourn, Seconded by Alderman Slay.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

The Mayor declared the motion carried.

		WALTER C. MORRISON, IV MAYOR
ATTEST:	DATE:	

LINDSAY D. KELLUM CITY CLERK

[Seal]



# SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI

## **FY24 BUDGETARY WORKSHOP #1**

Wednesday, July 19, 2023, at 5:00 PM

#### **Minutes**

This notice and agenda of the Special Called Meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Wednesday, July 19, 2023, at 5:00 PM in the Board Room at City Hall, located at 343 Distribution Drive, Gluckstadt, MS 39110.

The business to be brought before the meeting shall be limited to the following:

### 1. Call Meeting to Order and Roll Call

The Mayor called the July 19, 2023, special called meeting (FY24 Budgetary Workshop #1) of the Mayor and Board of Aldermen to order. The Mayor presented the Notice of Special Meeting of the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi acknowledged by all Aldermen. (Exhibit "A").

Board Members Present: Mayor Walter C. Morrison, Alderman John Taylor, Alderwoman Miya Warfield Bates, Alderman Jayce Powell, Alderman Wesley Slay, Alderwoman Lisa Williams.

Staff Members Present: City Clerk Lindsay Kellum, Deputy Clerk Scott Maugh, Executive Assistant Janet Brooks, City Financial Planner Tim Youngblood, Planning and Zoning Director Mike McCollum, Building Official William Hall, Executive Assistant Bridgette Smith, Chief of Police Wendell Watts, Assistant Chief of Police Barry Hale, Court Clerk Stephanie Gerlach, and Deputy Court Clerk Lauren Canoy.

City Attorney John Scanlon and City Attorney Zachary Giddy were absent.

## 2. Opening Prayer and Pledge of Allegiance

Ms. Janet Brooks opened the meeting with prayer.

Alderman Jayce Powell led the pledge of allegiance.

No action taken.

#### 3. New Business

## A) FY24 Budgetary Workshop, Mayor and Board of Aldermen

Financial Planner Tim Youngblood and City Clerk Lindsay Kellum presented the proposed FY24 municipal budget (Exhibit "B") and discussed the following items with the Mayor and Board of Aldermen:

### **Revenue Projections, FY24:**

- City Millage Rate
- Ad Valorem Tax
- Sales Tax
- Permitting and Licensing Revenue
- Traffic & Court Fines
- Franchise Fees
- Grant Funding
- State and County Allocations/Funding
- Other Sources of Revenue

### **Estimated Expenditures and Departmental Budgets, FY24:**

- City Administration, Tim Youngblood & Lindsay Kellum
- Legislative Department, Tim Youngblood & Lindsay Kellum
- Mayor's Department, Tim Youngblood & Mayor Walter Morrison
- City Clerk's Department, Tim Youngblood & Lindsay Kellum
- Public Works/ Street Department, Tim Youngblood & Mike McCollum
- Planning and Zoning, Tim Youngblood & Mike McCollum
- Building Department, Tim Youngblood & William Hall
- Police Department & Emergency Mgmt Dept., Tim Youngblood & Wendell Watts
- Municipal Court Department, Tim Youngblood & Stephanie Gerlach
- Fire Department, Tim Youngblood & Lindsay Kellum

No action taken.

#### 4. Public Comment

No members of the public signed up to address the board.

#### 5. Closed Session to Determine Need for Executive Session

The board determined there was no need to enter closed determination or executive session.

No action taken.

#### 6. Adjourn

There being no further business before the Board of Aldermen, the Mayor requested a motion to adjourn. Motion made by Alderman Powell, Seconded by Alderwoman Williams.

Voting Yea: Alderman Powell, Alderman Taylor, Alderwoman Williams, Alderwoman Bates, Alderman Slay.

Section 4, Item A)

The Mayor declared the motion carr	ied, and the meeting was	adjourned.
		WALTER C. MORRISON, IV MAYOR
ATTEST:	DATE:	
LINDSAY D. KELLUM CITY CLERK		
[Seal]		



# SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI

## FY24 BUDGETARY WORKSHOP #2

Wednesday, August 2, 2023, at 5:00 PM

#### **Minutes**

This notice and agenda of the Special Called Meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Wednesday, August 2, 2023, at 5:00 PM in the Board Room at City Hall, located at 343 Distribution Drive, Gluckstadt, MS 39110.

The business to be brought before the meeting shall be limited to the following:

### 1. Call Meeting to Order and Roll Call

The Mayor called the August 2, 2023, special called meeting (FY24 Budgetary Workshop #2) of the Mayor and Board of Aldermen to order. The Mayor presented the Notice of Special Meeting of the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi acknowledged by all Aldermen. (Exhibit "A").

Board Members Present: Mayor Walter C. Morrison, Alderman John Taylor, Alderwoman Miya Warfield Bates, Alderman Jayce Powell (via telephone), Alderman Wesley Slay, Alderwoman Lisa Williams.

Staff Members Present: City Clerk Lindsay Kellum, Deputy Clerk Scott Maugh, Executive Assistant Janet Brooks, City Financial Planner Tim Youngblood, Planning and Zoning Director Mike McCollum, Building Official William Hall, Executive Assistant Bridgette Smith, Chief of Police Wendell Watts, Assistant Chief of Police Barry Hale, Court Clerk Stephanie Gerlach, and Deputy Court Clerk Lauren Canoy.

City Attorney John Scanlon and City Attorney Zachary Giddy were absent.

# 2. Opening Prayer and Pledge of Allegiance

Ms. Janet Brooks opened the meeting with prayer.

Mayor Walter Morrison led the pledge of allegiance.

No action taken.

#### 3. Old Business

## A) FY24 Budgetary Workshop, Mayor and Board of Aldermen

Financial Planner Tim Youngblood and City Clerk Lindsay Kellum presented the \*revised\* proposed FY24 municipal budget (Exhibit "B") and discussed the following items with the Mayor and Board of Aldermen:

### **Revenue Projections, FY24:**

- City Millage Rate
- Ad Valorem Tax
- Sales Tax
- Permitting and Licensing Revenue
- Traffic & Court Fines
- Franchise Fees
- Grant Funding
- State and County Allocations/Funding
- Other Sources of Revenue

### **Estimated Expenditures and Departmental Budgets, FY24:**

- City Administration, Tim Youngblood & Lindsay Kellum
- Legislative Department, Tim Youngblood & Lindsay Kellum
- Mayor's Department, Tim Youngblood & Mayor Walter Morrison
- City Clerk's Department, Tim Youngblood & Lindsay Kellum
- Public Works/ Street Department, Tim Youngblood & Mike McCollum
- Planning and Zoning, Tim Youngblood & Mike McCollum
- Building Department, Tim Youngblood & William Hall
- Police Department & Emergency Mgmt Dept., Tim Youngblood & Wendell Watts
- Municipal Court Department, Tim Youngblood & Stephanie Gerlach
- Fire Department, Tim Youngblood & Lindsay Kellum

At this time, Alderman Powell entered the meeting room and joined the meeting.

No action taken.

#### 4. Public Comment

No members of the public signed up to address the board.

#### 5. Closed Session to Determine Need for Executive Session

The board determined there was no need to enter closed determination or executive session.

No action taken.

### 6. Adjourn

There being no further business before the Board of Aldermen, the Mayor requested a motion to adjourn. Motion made by Alderman Powell, Seconded by Alderwoman Williams.

Section 4, Item A)

Voting	Yea:	Alderman	Powell,	Alderman	Taylor,	Alderwoman	Williams,	Alderwoman	Bates,
Alderm	an Sla	ay.							

The Mayor declared the motion carried, and the meeting was adjourned.

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WALTER C. MORRISON, IV MAYOR

ATTEST: DATE:

\_\_\_\_\_\_

LINDSAY D. KELLUM CITY CLERK

[Seal]



## Gluckstadt, MS

Docket of Cla Section 4, Item B)

APPKT00322 - August 2023 Claims Docket

By Docket/Claim Number

Vendor#	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00232	A-1 Transmission, Inc.	2023451					3,600.00
	082023	transmission for Chevy Tahoe McCarty	Invoice	08/09/2023	transmission repair for Chevy Tahoe McC	001-200-57000	3,600.00
00136	Adcamp Inc.	2023452					570,173.60
	42447	Asphalt Bid for resurfacing 4 streets	Invoice	08/09/2023	Bradfield Road Resurfacing	001-301-91200	230,815.70
					Cress Ridge Drive Resurfacing	001-301-91200	56,373.80
					Parkfield Drive Resurfacing	001-301-91200	105,713.10
					Ridgefield Drive Resurfacing	001-301-91200	169,783.50
	42527	Emergency Pothole Repair at Yandell & 0	Invoice	08/09/2023	Asphalt and Labor	001-301-91200	7,487.50
00262	Alpha Canine Training Center, Inc.	2023453					12,000.00
	082023	Canine Dog and Training	Invoice	08/09/2023	Canine Dog and Training	001-200-90500	12,000.00
00078	Axon Enterprise, Inc.	2023454					1,150.80
	INUS160983	Axon X26 batteries, cartridges, holsters	Invoice	08/09/2023	21 FT Standard Cartridge, X26	001-200-90200	586.40
					Standard Cartridge-Alligator Clip	001-200-90200	69.40
	INUS173814	Axon X26 batteries, cartridges, holsters	Invoice	08/09/2023	HOLSTER, L, X26, BLACKHAWK, 44H015B	001-200-90200	229.40
					XDPM, SPARE CARTRIDGE BATTERY PACE	001-200-90200	265.60
00086	Barry Hale	2023455					866.01
	072023Hale	Hale Travel Reimburesment	Invoice	08/09/2023	Hale Travel Reimburesment	001-200-61000	866.01
00006	Bear Creek Water Association	2023456					49.45
	072023	Water & Sewer - July 2023	Invoice	08/09/2023	Water & Sewer - July 2023	001-195-63003	49.45
00269	Benchmark Construction Corp.	2023457					84,406.81
	082023	PD Building Contractor Payment	Invoice	08/09/2023	PD Building Contractor	006-200-90100	84,406.81

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Section 4, Item B)

	Vendor Name	Docket/Claim #					Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
00108	Big 10 Tire Pros	2023458		00/00/0000			607.79
	5097358	F350 Tire Reapir/Replacement	Invoice	08/09/2023	Balancing and Mounting	001-301-57000	20.00
					Environmental Fee	001-301-57000	2.98
					Local Tire Disposal Fee	001-301-57000	5.00
					MIC LTX A/T2 LT245/75R17/10 121/118F		338.99
					MS State Tire Fee	001-301-57000	1.00
					Rubber Valve Stem/TPMS Reset	001-301-57000	4.87
					Supply Charges	001-301-57000	2.24
	5097860	Tire Repair - Patch/Plug	Invoice	08/09/2023	Tire Repair - Patch/Plug/Env. Fee/ Supply		36.63
	5097892	Iron all Replacement (Tire)	Invoice	08/09/2023	BALANCING AND MOUNTING	001-301-57000	20.00
					ENVIRONMENTAL FEE	001-301-57000	2.98
					Iron All Country Cht LT245/75R17/10121		159.99
					LOCAL TIRE DISPOSAL FEE	001-301-57000	5.00
					MS STATE TIRE FEE	001-301-57000	1.00
					RUBBER VALVE STEM/TPMS RESET	001-301-57000	4.87
					SUPPLY CHARGES	001-301-57000	2.24
00173	Brian McCarty	2023459					88.30
	072023McCarty	McCarty Travel Reimbursement	Invoice	08/09/2023	McCarty Travel Reimburesmeent	001-200-61000	88.30
00240	Business Communications, Inc.	2023460					62.18
	166306	Kensington Presenter Pro with Green L	a: Invoice	08/09/2023	Kensington Wireless Presenter Pro with	001-200-50500	62.18
00010	Cascio Sanford Government Law	G 2023461					2,500.00
	9871	August 2023 Lobbying Services	Invoice	08/09/2023	August 2023 Lobbying Services	001-195-60102	2,500.00
00225	Clark Rental & Supply, LLC	2023462					1,143.15
	POS2524	50 Person First Aid Kit	Invoice	08/09/2023	50 Person First Aid Kit	001-301-50500	39.00
	POS2559	White Inv. Marking Paint	Invoice	08/09/2023	White Inv. Marking Paint	001-301-50500	18.40
	POS2709	Husqvarna K770 Chop Saw	Invoice	08/09/2023	Husqvarna K770 Chop Saw	001-301-91600	1,080.00
	POS2714	White Inv. Marking Paint 20oz.	Invoice	08/09/2023	White Inv. Marking Paint 20oz.	001-301-50500	5.75
0201	Classic Creations, Inc.	2023463			-		1,548.92
50201	063588	Public Works Unifroms-Pants, Shirts, Ca	ar Invoice	08/09/2023	12 Carhartt Canvas Mesh Bak Caps	001-301-53500	304.32
	003300	Tublic Works Offitions Failes, Stiffes, Co	ar illvoice	00/03/2023	12 Pair of Mens Work Pants 40" Waist Le		262.08
					2 Carhartt Quilted Lined Duck Active Jack		220.70
					6 XL Mens Long Sleeve Shirts (Marine Gr		156.36
					6 XL Mens Short Sleeve Shirts (Marine Gi		197.04
					6 XXL Mens Long Sleeve Shirts (Marine G		164.94
					6 XXL Mens Short Sleeve Shirts (Marine C		208.48
					Set Up Charge for Embroidery	001-301-53500	35.00
20012	Column Software DDC	2022464					
00013	Column Software PBC 20571CB1-0016	2023464  Notice of Advertisement for Term Bids	Invoice	09/00/2022	Notice of Advertisement for Term Bids	001-301-61500	100.74 100.74
			Invoice	08/09/2023	Notice of Advertisement for Term Bids	001-201-01200	
00115	Core & Main	2023465					950.00
	T271074	60 LB Bag Asphalt Repair Perma Patch	Invoice	08/09/2023	60 LB Bag Asphalt Repair Perma Patch	001-301-55904	950.00

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	Vendor Name	Docket/Claim #					Payment Amount
Vendor#	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	<b>Distribution Amount</b>
00119	Crystal Clean	2023466					2,850.00
	48781	Street Sweeping Services - July 2023	Invoice	08/09/2023	Street Sweeping Services - July 2023	001-301-68600	2,850.00
00090	Deviney Rental & Supply	2023467					3.90
	IV10950	Tractor Pins	Invoice	08/09/2023	Tractor Pins	001-301-50500	3.90
00020	Entergy	2023468					679.39
	10017814993	Traffic Signals and Street Lights	Invoice	08/09/2023	Street Lighting	001-301-63102	60.15
					Traffic Signals	001-301-63103	399.96
	205006815056	Arrington Lighting Bill - July 2023	Invoice	08/09/2023	Arrington Lighting Bill - August 2023	001-301-63102	219.28
00021	Executive Landscape	2023469					285.00
	072023	Monthly Landscaping Services - July 2023	Invoice	08/09/2023	Monthly Landscaping Services - July 202:	001-195-68600	285.00
00102	Hartley Equipment Company, Inc.	2023470					36.00
	221750	Sharpen Blades - Mower	Invoice	08/09/2023	Sharpen Blades - Mower	001-301-57500	36.00
00103	Henry Davis	2023471					267.38
	07142023	PW Labor and Mileage Reimbursement	Invoice	08/09/2023	PW Labor and Mileage Reimbursement	001-301-60101	133.44
	072023	PW Labor & Mileage Reimbursement	Invoice	08/09/2023	PW Labor & Mileage Reimbursement	001-301-60101	133.94
00267	Holcim	2023472					100.00
	718267333	Limestone	Invoice	08/09/2023	Limestone	001-301-55904	41.60
					Limestone	001-301-55904	58.40
00126	Jackson Communications, Inc.	2023473					4,385.84
	170746	Quantum 49" Lightbar Dual Color	Invoice	08/09/2023	Feniex Lightbar Strap	001-301-90500	50.00
					Fusion Surface/Light Stick "L" Bracket	001-301-90500	80.00
					Hella Hero Adapter A3	001-301-90500	30.00
					Hella Hero Lighthead Amber	001-301-90500	273.84
					Quad Surface Mount 4 Grill F250 Embler	001-301-90500	654.00
					Quantum 49" Lightbar Dual Color	001-301-90500	1,799.00
					Quantum 600 Stick Dual Color	001-301-90500	459.00
					Vehicle Upfitting Labor	001-301-90500	1,040.00
00122	Kirk Brothers Sunset CDJR	2023474					39,512.00
	072023	2023 Dodge Durango PPV	Invoice	08/09/2023	2023 Dodge Durango PPV	001-200-91500	39,512.00
00186	Lewis Electric, Inc.	2023475					500.00
	M2023.106	1 Man and A Bucket Truck Service	Invoice	08/09/2023	1 Man and A Bucket Truck Service	001-301-63700	500.00
00067	Lindsay Kellum	2023476					583.94
	082023	Kellum Travel Reimbursement	Invoice	08/09/2023	Kellum Travel Reimbursement	001-140-61000	583.94
00035	Madison County Board of Supervis	2023477					2,336.00
	072023	Debris and Limb Removal - June 2023	Invoice	08/09/2023	Debris and Limb Removal - June 2023	001-301-68000	2,336.00
00178	Madison County Sheriff's Office	2023478					2,435.54
55176	GP-0623	Inmate Housing - June 2023	Invoice	08/09/2023	Inmate Housing - June 2023	001-200-68301	2,394.00
	GP-M0623	Inmate Medical - June 2023	Invoice	08/09/2023	Inmate Medical - June 2023	001-200-68301	41.54
		· · · · · · · · · · · · · · · · · · ·		, , =			

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	Vendor Name	Docket/Claim #				-	Payment Amount
Vendor#	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	<b>Distribution Amount</b>
00221	Magnolia Locksmith	2023479					300.00
	SAJ25261	Mechanical Key - Kubota Key	Invoice	08/09/2023	Mechanical Key - Kubota Key	001-301-50500	10.00
	SAJ25949	Flip Key and Service Call	Invoice	08/09/2023	Flip Key - Ford Key	001-301-50500	215.00
					Service Call	001-301-50500	75.00
00172	Magnolia Shredding LLC	2023480					100.00
	2523	Monthly Shredding Services - July 2023	Invoice	08/09/2023	Monthly Shredding Services - July 2023	001-195-69900	100.00
00041	Matrix Solutions, Inc	2023481					4,571.00
	Inv_12443	Monthly Fees - Licenses/Software/Users	Invoice	08/09/2023	Monthly Fees - Licenses/Software/Users	001-195-68800	4,526.00
	Inv_12509	512 SSD For Laptop	Invoice	08/09/2023	512 SSD For Laptop	001-200-91900	45.00
00045	Mills, Scanlon, Dye & Pittman, Atto	2023482					15,429.50
	072023	General/Retaner/Annex July 2023	Invoice	08/09/2023	Annexation Charges	001-195-60301	3,510.00
					General + Retainer Charges	001-195-60301	9,557.00
	072023Court	Court Legal Fees - July 2023	Invoice	08/09/2023	Court Legal Fees - June 2023	001-110-60301	1,200.00
	072023PnZ	PnZ Legal Fees - July 2023	Invoice	08/09/2023	PnZ Legal Fees - July 2023	001-190-60301	1,162.50
00047	Miss. Extension Center for Governi	2023483					600.00
	082023Kellum	Kellum CMC October 2023 Reg. Fee	Invoice	08/09/2023	Kellum CMC October 2023 Reg. Fee	001-140-61000	300.00
	082023Maugh	Maugh October 2023 CMC Reg. Fee	Invoice	08/09/2023	Maugh October 2023 CMC Reg. Fee	001-140-61000	300.00
00048	Mississippi Municipal League	2023484					50.00
	082023Bates	MML Oct 12, CMO Training (Bates)	Invoice	08/09/2023	MML Oct 12, CMO Training (Bates)	001-100-61000	25.00
	082023Williams	MML Oct 12, CMO Training (Williams)	Invoice	08/09/2023	MML Oct 12, CMO Training (Williams)	001-100-61000	25.00
00199	Motorola Solutions, Inc.	2023485					49,091.63
	082023	Handheld Radios	Invoice	08/09/2023	APX 4500 REMOTE MOUNT ENCHANCED	001-200-91200	15,659.40
					APX 6000 M2.5 W/ P25 SOFTWARE	001-200-91200	24,144.60
					APX 6500 CONTROL STATION 05	001-200-91200	5,189.10
					BATT IMPRES 2 LIION R IP67	001-200-91200	914.46
					CHARGER DESKTOP MULTI-UNIT	001-200-91200	601.29
					CHARGER, SINGLE-UNIT IMPRES 2	001-200-91200	864.78
					DEVICE INSTALLATION	001-200-91200	1,250.00
					DEVICE PROGRAMMING	001-200-91200	468.00
00104	Nicholas Rushton	2023486					120.00
	072023	PW Labor Reimbursement	Invoice	08/09/2023	PW Labor Reimbursement	001-301-60101	120.00

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Vendor#	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00152	OP Plus	2023487	rayable Type	rayable bate	item bescription	Account Number	835.60
00132	1024267-0	Office Supplies	Invoice	08/09/2023	BATTERY, IDSTAA 24 EA	001-200-50500	27.78
	1024207 0	omec supplies	mvoice		FILE, EVRYDAY LTR AZ MDBE	001-190-50000	8.82
					,	001-280-50000	8.82
						001-301-50000	8.85
					FILE, EVRYDAY LTR AZ RD	001-190-50000	8.85
					,	001-280-50000	8.82
						001-301-50000	8.82
					FIRST AID, ALC, RUB, ISO	001-110-50500	0.60
					- , -, - ,	001-140-50500	0.62
						001-190-50500	0.60
						001-200-50500	0.60
						001-280-50500	0.60
						001-301-50500	0.60
					FIRST AID, IBUPROFEN	001-110-50000	6.40
					·	001-140-50000	6.35
						001-190-50000	6.35
						001-200-50000	6.35
						001-280-50000	6.35
						001-301-50000	6.35
					INDEX,, LTR - JAN-DEC, COL	001-190-50000	4.86
						001-280-50000	4.88
						001-301-50000	4.86
					NOTE, POP UP 3/3 6PK	001-190-50000	2.42
						001-280-50000	2.41
						001-301-50000	2.41
	1024267-1	Other Supplies (Key and First Aid Kit)	Invoice	08/09/2023	Kit, First Aid	001-301-50000	35.92
					Safe, Key, Fire, BK	001-301-50000	34.53
	1025767-0	Office Supplies	Invoice	08/09/2023	BNDR, DURBLE VIEW 1/2 BK	001-190-50000	12.47
						001-280-50000	12.47
						001-301-50000	12.50
					BOOK, STENO, GREGG, 4/PK, PK	001-190-50000	6.51
						001-280-50000	6.49
						001-301-50000	6.50
	1026547-0	Office Supplies	Invoice	08/09/2023	BNDR, VIEW, D-RNG, 3IN, WE	001-140-50000	48.56
					FOLDER, MLA, 1/3 CT, LTR, 100	001-140-50000	38.04
					NOTE, PST-IT1, 5X2, 12/PK, NE	001-140-50000	27.20
					note, pst-it4x6rld, 3pk, ne	001-140-50000	31.60
					PAPER, 20#, LTR, 92 BRT	001-110-50000	49.89
						001-140-50000	49.89
						001-190-50000	49.89
						001-200-50000	49.89
						001-280-50000	49.89

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	Vendor Name	Docket/Claim #					Payment Amount
Vendor#	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	<b>Distribution Amount</b>
	1026547-0	Office Supplies	Invoice	08/09/2023	PAPER, 20#, LTR, 92 BRT	001-301-50000	49.89
	1026863-0	Folders and USB Drives	Invoice	08/09/2023	Drive, USB3.0, 32GB, 3PK	001-110-50000	71.55
					Folder, MLA, 1/3 CT	001-110-50000	47.55
00121	Parkway Quicklube & Tires	2023488					166.40
	11-0209490	Oil Change for F350	Invoice	08/09/2023	Motorcraft Diesel Oil	001-301-52500	9.45
					Motorcraft Diesel Oil Service	001-301-52500	154.95
					Shop Supplies	001-301-52500	2.00
00266	Patricia Williams	2023489					96.55
	072023Williams	Williams Travel Reimbursement	Invoice	08/09/2023	Williams Travel Reimbursement	001-200-61000	96.55
00053	Pennington & Trim Alarm Service	es, 2023490					176.00
	793381	Wireless Monitoring & Access Control -	/ Invoice	08/09/2023	Wireless Monitoring & Access Ctrl - Aug	001-195-63200	66.00
	794740	Service Call	Invoice	08/09/2023	Service Call	001-195-63200	110.00
00054	Phelps Dunbar	2023491					375.00
	1312984	General Labor & Employment Advice - Ju	ι Invoice	08/09/2023	General Labor & Employment Advice	001-195-60302	375.00
00057	Robert J Young Company	2023492					1,322.86
	INV6430475	Court Copier - Monthly & Overages - Jur	n Invoice	08/09/2023	Court Copier - Monthly & Overages - Jun	001-110-64000	335.36
	INV6446466	Admin Copier & Overages - July 2023	Invoice	08/09/2023	Admin Copier Monthly Charges & Overa	001-195-64000	430.86
	INV6453408	Board Room Monthly Payment - July 20	2 Invoice	08/09/2023	Board Room Monthly Payment -	001-195-64000	556.64
00058	Scott Insurance Services LLC	2023493					3,239.00
	48319	Commericial Fire - Renew Property	Invoice	08/09/2023	Commericial Fire - Renew Property	001-195-62500	639.00
	48320	Inland Marine - Renew Equipment	Invoice	08/09/2023	Inland Marine - Renew Equipment	001-195-62500	1,243.00
	48321	Comm. Cyber and Privacy Liability - New	/ Invoice	08/09/2023	Commericial Cyber and Privacy Liability -	001-195-62500	590.00
	48322	Crime Bond Coverage - Renewal	Invoice	08/09/2023	Crime Bond Coverage - Renewal	001-195-62500	767.00
00154	Southern Benefits Administrators	5 2023494					100.00
	23071902300000	Cafeteria Plan - July 2023	Invoice	08/09/2023	Cafeteria Plan - July 2023	001-195-60003	100.00

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	Vendor Name	Docket/Claim #					Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	<b>Distribution Amount</b>
00060	Southern Connection Police	Suppli 2023495					6,261.57
	26442	Reflective Rain Parka - Norwood	Invoice	08/09/2023	Reflective Rain Parka - Norwood	001-200-53500	89.00
	26586	Emergency Lights for new Dodge Dura	ng Invoice	08/09/2023	FS Micropulse Ultra	001-200-90300	241.20
					FS Spectralux ILS	001-200-90300	2,759.00
					Labor	001-200-90300	800.00
					Power Distribution	001-200-90300	65.00
					SOS SL Brackets	001-200-90300	85.20
					Sos SL Running Light	001-200-90300	748.80
					Sos Undercover Hideaway	001-200-90300	199.20
	26633	First Tact Polo & Embroidery	Invoice	08/09/2023	Embroidery Name/Text Embroidery	001-200-53500	6.00
					First Tact Men's Perf S/S Polo OD Green	001-200-53500	42.99
	26660	Uniforms for Patricia Williams	Invoice	08/09/2023	Body worn Ready W/Grommet	001-200-53500	10.00
					F/T Womens V2 Pants	001-200-53500	177.00
					Ladies LightWeight Polo	001-200-53500	29.99
					Point Blank Guardian Gen III Vest Vover	001-200-53500	210.60
					Tactical Polo	001-200-53500	68.00
	26669	Glock 45 9mm and Sights	Invoice	08/09/2023	Ameriglo Trooper Sights GLK	001-200-90200	99.99
					Glock 45 9mm	001-200-90200	398.20
	26748	Point Blank Guardian Gen III	Invoice	08/09/2023	Body Worn ready w/Grommet	001-200-53500	10.00
					Point Blank Guardian Gen III	001-200-53500	221.40
00061	Stantec Consulting Services	Inc (SC 2023496					900.00
	2105831	General/Drainage Eng. Services - June	20 Invoice	08/09/2023	General/Drainage Eng. Services - June 20	001-301-60202	900.00
00265	Stanban Tuakan	2023497			,		55.95
00265	Stephen Tucker		Inveine	08/00/2022	Tuelor Trough Daimahursana ant	001 300 61000	
	072023Tucker	Tucker Travel Reimbursement	Invoice	08/09/2023	Tucker Travel Reimbursement	001-200-61000	55.95
00118	Storage Max	2023498					924.00
	61872	Storage Rental - August 2023	Invoice	08/09/2023	Storage Rental - August 2023	001-301-68201	924.00
00193	Tchiakousky's Animal & Crit	ter Con 2023499					375.00
	INV099	Stray Aniimal Hold & Euthanasia	Invoice	08/09/2023	Stray Aniimal Hold	001-200-69900	175.00
					Stray Aniimal Hold & Euthanasia	001-200-69900	200.00
00181	Thomson Reuters - West Pa	vment 2023500					650.00
00101	0848763707	Monthly Subscription Charges (Clear)	Invoice	08/09/2023	Monthly Subscription Charges (Clear)	001-200-68800	650.00
	0040/03/0/	Monthly Subscription charges (Clear)	HIVOICE	00/03/2023	Monthly Subscription Charges (Clear)	001 200-00000	050.00

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<b>Vendor #</b> 00188	Vendor Name Payable Number Traffic Control Products	Docket/Claim # Payable Description 2023501	Payable Type	Payable Date	Item Description	Account Number Dis	Payment Amount tribution Amount 207,785.00
00100	T-281(1)	Thermplastic Traffic Markings-See List	t of Invoice	08/09/2023	626-A Skip White	001-301-91200	12,966.00
	. 232(2)	ep.ustiou		00, 00, 2020	626-B Continuous White	001-301-91200	33,238.50
					626-D Skip Yellow	001-301-91200	6,632.00
					626-E Continouous Yellow	001-301-91200	17,697.00
					626-G Detail Stripe, White	001-301-91200	42,470.00
					626-G Detail Stripe, Yellow	001-301-91200	35,527.50
					626-H Legend, White (L.F.) (Stop Bar)	001-301-91200	19,375.00
					626-H Legend, White (S.F.)	001-301-91200	30,530.00
					627-C Red-Clear RPMs	001-301-91200	2,519.00
					627-D Two Way Yellow RPMs	001-301-91200	6,830.00
00064	Tyler Technologies, Inc.	2023502					1,198.00
	025-431348	CC MACHINES (CITY CLERK & BUILDIN	G/I Invoice	08/09/2023	CC MACHINES (CITY CLERK & BUILDING)	001-195-91900	838.00
					SERVICE FEES	001-195-91900	360.00
00071	Warner, Inc.	2023503					875.00
	0097245	Monthly Janitorial Services	Invoice	08/09/2023	Monthly Janitorial Services	001-195-69900	875.00
					Total Claims: 53	Total Payment Amou	nt: 1,028,820.80

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		Aunus	City of Gluckstadt t 9, 2023 Claims Docket (2023-11), OTHER PAYMENTS (RECURRING) FINAL (8.2.23)					
CLAIM NO.	DATE RECEIVED	VENDOR / EMPLOYEE NAME	ACCOUNT NUMBER					
OTHER	7/7/2023	CITY EMPLOYEE PAYROLL	PAYABLE DESCRIPTION  06/22/2023 - 07/05/2023; PAY DATE: 07/07/23	001-110-410;001-140-410; 001-190-410; 001- 200-410; 001-280-410; 001-301-410				
OTHER	7/18/2023	THE MAILROOM GLUCKSTADT	7/18/23 EMERGENCY PURCHASE OF POSTAGE (AUTHORIZED BY THE MAYOR); USPS LOST JUNE CHECK IN THE MAIL FOR REPLENISHMENT AND CITY HALL RAN OUT.	001-110-608; 001-190-608				
OTHER	8/1/2023	IRS	EFT: EMPLOYEE WITHHOLDINGS, PAYROLL TAXES: FEDERAL (JULY 2023) *PAID 8/1/2023*	001-110-440/470/471; 001-140- 440/470/471; 001-190-440/470/471; 001-200 440/470/471; 001-280-440/470/471				
OTHER	8/1/2023	MDOR	EFT, EMPLOYEE WITHHOLDINGS, PAYROLL TAXES: STATE (JULY 2023) *PAID 8/1/2023*	001-110-450; 001-140-450; 001-190-450; 001 200-450; 001-280-450				
OTHER	8/1/2023	KELLY DABBS COMMERCIAL, LLC	AUGUST RENT (LEASE PAYMENT ) *PAID, 8/1/2023*	001-195-683				
OTHER	8/1/2023	CENTERPOINT ENTERGY	EFT PAYMENT (MONTHLY BILL: DUE 8/5/23) *PAID 8/1/2023*	001-195-630				
OTHER	8/1/2023	ENTERGY	EFT PAYMENT : POWER & ENERGY SERVICE, CITY HALL JULY 2023 METER READING (MONTHLY BILL DUE 8/15/23) *PAID 8/1/2023*	001-195-630				
OTHER	8/1/2023	CSPIRE BUSINESS (1)	EFT PAYMENT: CITY HALL TELEPHONES (MONTHLY) *PAID 8/1/2023*	001-195-605				
OTHER	8/1/2023	CSPIRE BUSINESS (2)	EFT PAYMENT: IPADS AND MOBILE HOTSPOTS (MONTHLY)*PAID 8/1/2023*	001-100-606; 001-120-606; 001-200-606				
OTHER	8/1/2023	BLUE CROSS BLUE SHIELD OF MISS.	EFT PAYMENT: EMPLOYEE INSURANCE, MONTHLY PREMIUM (AUGUST 2023) *PAID, 8/1/23*	001-110-480; 001-140-480; 001-190-480; 001- 200-480; 001-280-480				
OTHER	8/1/2023	PLANNING AND ZONING COMMISSION MEMBERS PAYROLL	JULY PLANNING AND ZONING COMMISSION MEMBERS PAYROLL (\$120 PER MEETING); *PAID 8/1/2023*	001-190-601				
OTHER	8/1/2023	JUDGE TRAE SIMS	MONTHLY PAYMENT, LEGAL SERVICES - MUNICIPAL COURT (AUGUST COURT SERVICES)*PAID 8/1/2023*	001-110-60101				
OTHER	8/1/2023	DEPARTMENT OF FINANCE & ADMINISTRATION	COURT PORTION(S) SUBMITTED TO DFA FOR DISPERSAL (JULY REPORTING) *PAID 8/1/2023*	001-000-33000				

OTHER	8/1/2023	DEPARTMENT OF PUBLIC SAFETY	COURT PORTION(S) SUBMITTED TO DFA FOR DISPERSAL (JULY REPORTING)*PAID 8/1/2023*	001-000-33000
OTHER	8/1/2023	PUBLIC EMPLOYEES RETIREMENT SYSTEM	IFFT: RETIREMENT CONTRIBUTIONS (IUI Y 2023) *PAID 8/1/23*	001-110-460; 001-140-460; 001-190-460; 001- 200-460; 001-280-460
OTHER	8/1/2023	AFLAC	EFT PAYMENT: EMPLOYEE SUPPLEMENTAL INSURANCE, MONTHLY PREMIUM (JULY 2023) *PAID 8/1/2023*	001-110-483; 001-140-483; 001-190-483; 001- 200-480; 001-283-483
OTHER	8/1/2023	MORGAN WHITE		001-110-481/482; 001-140-481/482; 001-190- 481/482; 001-200-481/482; 001-280-481/482
OTHER	8/1/2023	PUBLIC DEFENDER DEVIN WHITT	MONTHLY PAYMENT, LEGAL SERVICES - MUNICIPAL COURT (JULY COURT SERVICES) *PAID 8/1/2023*	001-110-60201
OTHER	8/1/2023	EMPOWER MISSISSIPPI	, "	001-110-461; 001-140-461; 001-190-461; 001- 200-461
OTHER	7/21/2023	CITY EMPLOYEE PAYROLL	I07/06/2023- 07/19/2023: PAY DATE 7/21/23	001-110-410;001-140-410; 001-190-410; 001- 200-410; 001-280-410; 001-301-410
OTHER	8/4/2023	CITY EMPLOYEE PAYROLL	I(1//20/2023- 08/02/2023: PAY DATE 08/04/23	001-110-410;001-140-410; 001-190-410; 001- 200-410; 001-280-410; 001-301-410

PAYMENT AMOUNT	TOTAL PAYMENT
\$38,166.08	\$38,166.08
\$250.00	\$250.00
\$20,781.91	\$20,781.91
\$2,759.00	\$2,759.00
\$8,292.00	\$8,292.00
\$34.25	\$34.25
\$982.53	\$983.53
\$814.44	\$814.44
\$617.94	\$617.94
\$14,601.45	\$14,601.45
\$840.00	\$840.00
\$1,200.00	\$1,200.00
\$18,020.50	\$18,020.50

\$578.00	\$578.00		
\$27,163.68	\$27,163.68		
\$869.20	\$869.20		
\$711.02	\$711.02		
\$1,200.00	\$1,200.00		
\$180.00	\$180.00		
\$38,402.18	\$38,402.18		
\$33,714.16	\$33,714.16		

From: Mike McCollum
To: Lindsay Kellum

Cc: William Hall; Tim Youngblood; Scott Maugh

Subject: Re: Memo, Adcamp Invoice

**Date:** Tuesday, August 1, 2023 12:24:03 PM

The increase was due to increased quantities of dig out and base asphalt due to unforeseen road failures primarily on Ridgefield drive.

#### Get Outlook for iOS

From: Lindsay Kellum < lindsay.kellum@gluckstadt.net>

**Sent:** Tuesday, August 1, 2023 12:20:25 PM

**To:** Mike McCollum <mike.mccollum@gluckstadt.net>

Cc: William Hall <william.hall@gluckstadt.net>; Tim Youngblood <youngbld@planning-

consultants.com>; Scott Maugh <scott.maugh@gluckstadt.net>

Subject: RE: Memo, Adcamp Invoice

That is fine, please don't forget.

Can you also send me the explanation of increase in cost?

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306

Lindsay.Kellum@gluckstadt.net



From: Mike McCollum <mike.mccollum@gluckstadt.net>

Sent: Tuesday, August 1, 2023 12:15 PM

To: Lindsay Kellum < lindsay.kellum@gluckstadt.net>

**Cc:** William Hall <william.hall@gluckstadt.net>; Tim Youngblood <youngbld@planning-

consultants.com>; Scott Maugh <scott.maugh@gluckstadt.net>

Subject: Re: Memo, Adcamp Invoice

I'm not in a position to write a memo today. I can get it to you in the am. Thanks

Get Outlook for iOS

**From:** Lindsay Kellum < <a href="mailto:lindsay.kellum@gluckstadt.net">lindsay.kellum@gluckstadt.net</a>>

**Sent:** Tuesday, August 1, 2023 12:09:33 PM

**To:** Mike McCollum < mike.mccollum@gluckstadt.net >

Cc: William Hall <william.hall@gluckstadt.net>; Tim Youngblood <woungbld@planning-

consultants.com>; Scott Maugh <scott.maugh@gluckstadt.net>

Subject: RE: Memo, Adcamp Invoice

Mike,

Following up on this – I need to finalize the agenda.

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306 Lindsay.Kellum@gluckstadt.net



From: Lindsay Kellum

**Sent:** Monday, July 31, 2023 12:14 PM

**To:** Mike McCollum < mike.mccollum@gluckstadt.net >

Cc: William Hall <william.hall@gluckstadt.net>; Tim Youngblood <youngbld@planning-

consultants.com>; Scott Maugh <scott.maugh@gluckstadt.net>

Subject: RE: Memo, Adcamp Invoice

Mike,

I know we got an explanation from the vendor, but can you put all in a memo from you for my board packet explaining?

Thank you!

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306 Lindsay.Kellum@gluckstadt.net



From: Lindsay Kellum

Sent: Wednesday, July 19, 2023 9:50 AM

**To:** Mike McCollum < mike.mccollum@gluckstadt.net >

Cc: William Hall <william.hall@gluckstadt.net>; Tim Youngblood <youngbld@planning-

consultants.com>; Scott Maugh <scott.maugh@gluckstadt.net>

Subject: Memo, Adcamp Invoice

Mike,

Please don't forget to put together a memo on the increase in Adcamp invoice for me. I am currently looking at your budget and open POs to see where we can pull the deficit from.

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306 Lindsay.Kellum@gluckstadt.net





# Adcamp, Inc.

P. O. Box 54246 Jackson, MS 39288 Plant: 1353 Flowood Dr, Flowood, MS 39232 P: 601-939-4493 F: 601-939-4676 Invoice Number 42447

Invoice Date : 06/30/2023

Customer Number : GLUCK

Job Number : 0623AS

Due Date : 07/24/2023



CITY OF GLUCKSTADT PO BOX 2210

MADISON, MS 39110

JUNE 2023 - ASPHALT

DATE	DESCRIPTION		QTY	U/M	RATE	AMOUNT
	ē la					
	PO #202300079					
	GLUCKSTADT, MISSISSIPPI					
	BRADFIELD ROAD:					
06/14/2023	ASPHALT MILLING		7,707.00	SY	4.0000	30,828.00
06/19/2023	BASE REPAIR		45.15	TONS	250.0000	11,287.50
06/20/2023	BASE REPAIR		149.90	TONS	250.0000	37,475.00
06/20/2023	SURFACE COURSE		554.60	TONS	140.0000	77,644.00
06/21/2023	SURFACE COURSE		495.63	TONS	140.0000	69,388.20
06/22/2023	SURFACE COURSE		29.95	TONS	140.0000	4,193.00
	CRESS RIDGE DR.					
06/20/2023	ASPHALT MILLING		2,002.00	SY	4.0000	8,008.00
06/20/2023	ASPHALT SURFACE COURSE	12. =	165.32	TONS	140.0000	23,144.80
06/21/2023	ASPHALT SURFACE COURSE		180.15	TONS	140.0000	25,221.00
	RIDGEFIELD DR.					
06/20/2023	ASPHALT MILLING		5,375.00	SY	4.0000	21,500.00
06/23/2023	BASE REPAIR		240.39	TON	250.0000	60,097 50
06/27/2023	ASPHALT SURFACE COURSE		629.90	TONS	140.0000	88,186.00
	-	CONTINUED				
	RECEIVED					
	1111 1 9 2022				-	





# Adcamp, Inc.

P. O. Box 54246 Jackson, MS 39288 Plant: 1353 Flowood Dr. Flowood, MS 39232 P: 601-939-4493 F: 601-939-4676 Invoice Number : 42447 Invoice Date : 06/30/2

: 06/30/2023

Section 4, Item C)

INVOICE

Customer Number : GLUCK
Job Number : 0623AS
Due Date : 07/24/2023

JUNE 2023 - ASPHALT

CITY OF GLUCKSTADT PO BOX 2210

MADISON, MS 39110

DESCRIPTION	QTY	U/M	RATE	AMOUNT
PARKFIELD DR.			45	
ASPHALT MILLING	3,270.00	SY	4.0000	13,080.00
ASPHALT SURFACE COURSE	90.07	TONS	140.0000	12,609.80
BASE REPAIR	135.17	TON	250.0000	33,792.50
ASPHALT SURFACE COURSE	330.22	TONS	140.0000	46,230.80
MPC #MP-31130264			. 1	
(ADCAMP, INC)				
GROSS BILLINGS :			) i	562,686.10
NET BILLINGS:				562,686.10
		041		
		1		
PARTIES IN THE PARTIES AND ADDRESS OF THE PARTIE				
May 50	7			i
	ASPHALT MILLING  ASPHALT SURFACE COURSE  BASE REPAIR  ASPHALT SURFACE COURSE  MPC #MP-31130264  (ADCAMP, INC)  GROSS BILLINGS:	ASPHALT MILLING  ASPHALT SURFACE COURSE  BASE REPAIR  ASPHALT SURFACE COURSE  MPC #MP-31130264  (ADCAMP, INC)  GROSS BILLINGS:  NET BILLINGS:	ASPHALT MILLING  ASPHALT SURFACE COURSE  BASE REPAIR  ASPHALT SURFACE COURSE  MPC #MP-31130264  (ADCAMP, INC)  GROSS BILLINGS:  NET BILLINGS:	ASPHALT MILLING  ASPHALT SURFACE COURSE  BASE REPAIR  ASPHALT SURFACE COURSE  MPC #MP-31130264  (ADCAMP, INC)   RECEIVED  JUL 1 2 2023

#### Mike McCollum

From:

iason@adcampinc.com

Sent:

Tuesday, July 25, 2023 9:20 AM

To:

Mike McCollum

Cc:

jason@adcampinc.com

Subject:

Overruns on Clty Purchase Orders

Mike,

As you know the original quantities figured for Ridgefield Dr., Cress Ridge Dr., Parkfield Dr., & Bradfield were estimated quantities. The original quantities were also based on visual inspections. As work began the trucks began to create additional failures in the subgrade which needed repairing. As discussed, and agreed upon mutually with the city we repaired those areas. Let me know if you need anything else Mike. Thanks.

# Overruns as followed:

## Ridgefield Dr.

Total Completed = \$169,783.50 \$29,903.50 over original estimate of \$139,880.00

## Parkfield Dr.

Total Completed = \$105,713.1 \$25,213.10 over original estimate of \$80,500.00

## Cress Ridge Dr.

Total Completed = \$56,373.80 \$8,134.20 under original estimate of \$64,508.00

## Bradfield Rd.

Total Completed = \$230,815.7 \$22,897.7 over original estimate of \$207,918 oly

Jason H Brewer Adcamp, Inc.

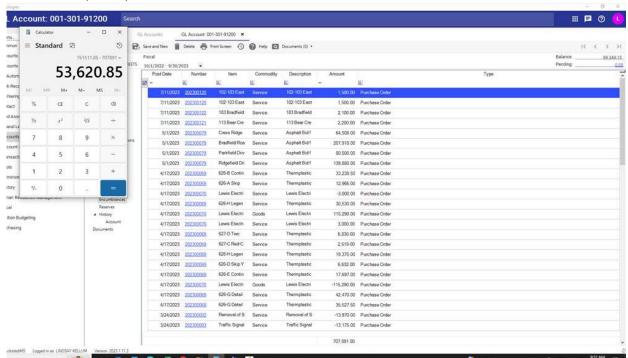
Lindsay Kellum To: Cc:

Mike McCollum
Scott Maugh; Tim Youngblood; William Hall Subject: Date: Encumbrances, Streets & Adcamp PO Change Wednesday, July 19, 2023 9:57:00 AM Attachr Chart of Accounts FYE23 CURRENT 7.12.23.xls

Mike,

After reviewing our most recent chart of accounts and open POs/encumbrances for streets, that appears to be your remaining balance (\$53,620.85); we will need to come up with \$69,8801.10 to make up the price increase from PO to Adcamp final invoice; this depletes your street department line item and we will need to pull from other capital outlay line items to pull the additional \$16,300 difference -

Let's discuss at some point today. Tim will be here around 3:30 as well.



#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306 Lindsay.Kellum@gluckstadt.net



#### MAYOR

# CITY OF GLUCKSTADT

ALDE Section 4, Item C)

Walter C. Morrison, IV

CITY CLERK

Lindsay D. Kellum

POLICE CHIEF

Wendell Watts

MISSISSIPPI



Miya Bates

Jayce Powell

Wesley Slay

John Taylor

Lisa Williams

# PUBLIC WORKS DIRECTOR 343 DISTRIBUTION DRIVE GLUCKSTADT, MS 39110

Memorandum

August 2, 2023

To: The Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

RE: Cost Overrun for Street Repair at Ridgefield Subdivision

In June of 2023 the City of Gluckstadt contracted with ADCAMP Incorporated to rehab the streets in Ridgefield Subdivision. The city advertised for bids and ADCAMP was the lowest and best bid based on quantities of dig out, base repair asphalt, surface course asphalt and milling. The budget, estimate, original purchase order amount, final invoice/ Purchase Order and overbudget amount are as follows:

1.	Budget	\$525,000.00
2.	Original estimate	\$492,806.00
3.	Final invoice/PO	\$562,686.00
4.	Amount of overrun	\$69,880.00
5.	Overbudget amount	\$37,686.00

While the unit cost of materials did not change the quantities of materials were underestimated in various amounts on all streets. There was a significant overrun on Ridgefield Drive where a major base failure occurred that was discovered once construction has started.

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

#### MAYOR

# CITY OF GLUCKSTADT

ALDE Section 4, Item D)

Walter C. Morrison, IV

CITY CLERK

Lindsay D. Kellum

POLICE CHIEF

Wendell Watts

MISSISSIPPI



Miya Bates

Jayce Powell

Wesley Slay

John Taylor

Lisa Williams

# PUBLIC WORKS DIRECTOR 343 DISTRIBUTION DRIVE GLUCKSTADT, MS 39110

Memorandum

August 2, 2023

To: Linsay Kellum, City Clerk

From: Mike McCollum, Public Works Director

RE: Emergency Repair on Yandell Road

The city hired ADCAMP Inc. to do emergency repair for a road failure on Yandel Rd that was an immediate threat to the safety and welfare of the traveling public. We estimated 15 tons of asphalt at \$325.00 per ton for a total amount of \$4,875.00 (the purchase order amount). The repair required 29.95 tons at \$250.00 per ton or \$7,487.50. I request that the PO is adjusted to reflect the actual cost of repair.

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



# Adcamp, Inc.

P. O. Box 54246 Jackson, MS 39288 Plant: 1353 Flowood Dr. Flowood, MS 39232 P: 601-939-4493

F: 601-939-4676

Invoice Number : 42527 Invoice Date : 07/31/2

Invoice Date : 07/31/2023
Customer Number : GLUCK
Job Number : 0723AS
Due Date : 08/14/2023



CITY OF GLUCKSTADT PO BOX 2210

MADISON, MS 39110

JULY 2023 - ASPHALT

DATE	DESCRIPTION	QTY	U/M	RATE	AMOUNT
DATE	PO# 202300125  YANDELL ROAD  GLUCKSTADT, MISSISSIPPI  EMERGENCY REPAIR	QTY	U/M	RATE	AMOUNT
07/24/2023	ASPHALT BASE REPAIR	29.95	TONS	250.0000	7,487.50
	MPC# MP-31130264				
	(ADCAMP, INC.)				
	GROSS BILLINGS :				7,487.50
	NET BILLINGS :				7,487.50
		,			

#### MAYOR

Walter C. Morrison, IV

# CITY OF GLUCKSTADT

ALDERMEN

Mississippi

CITY CLERK

Lindsay D. Kellum

**POLICE CHIEF** 

Wendell E. Watts



POLICE DEPARTMENT 343 DISTRIBUTION DRIVE GLUCKSTADT, MS 39130 Miya Bates Jayce Powell Wesley Slay John Taylor Lisa Williams

To: Mayor and Board of Alderman

From: Wendell E. Watts

Chief of Police

Date: 08-01-23

**RE**: Canine Purchase

I am requesting that the Mayor and Board approve the city clerk's office to issue the check to pay for the police canine. Officer Huff and I will get the canine during the week of August 14-18, 2023, and would like to pay for the canine at the time we pick the canine up. The vendor does not want to relinquish the canine prior to payment as the canine is a living creature.

 From:
 Scott Maugh

 To:
 Lindsay Kellum

 Subject:
 Fuelman

**Date:** Wednesday, August 2, 2023 12:07:53 PM

LK,

Fuelman probably will not send us an invoice until next Monday/Tuesday due to how their billing is. Is it possible to request permission from the board to pay once the invoice comes in? Would hate to rack up too much of a balance over the next two months because of this causing a credit issue similar to a few months ago.

Thanks,

#### **SCOTT MAUGH**

Deputy City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 Office: (769) 567-2306

Fax: (769) 567-2305

Scott.Maugh@gluckstadt.net





## CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE CITY CLERK

#### **MEMORANDUM**

TO: Mayor & Board of Alderman

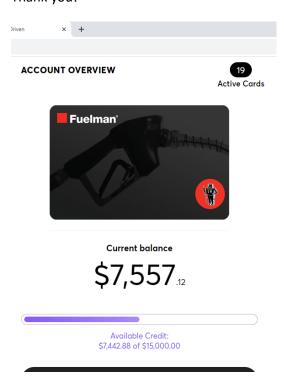
FROM: Lindsay Kellum, City Clerk

**DATE:** 8/2/2023

**SUBJECT:** Fuelman Invoice Delay

I am requesting the board give me the authority to go ahead and pay the Fuelman invoice for August once received by Fuelman; as of the date of this memo the city has not received the invoice and therefore, it was unable to be placed on the claims docket by the board agenda deadline of 8/3/23. Given this is fuel for PD and PW, we do not want to have to wait until next claims in September to pay this invoice, possibly causing a decline of the cards due to insufficient funds. The current balance, according to our account, is \$7557.12.

#### Thank you!



From: <u>John Scanlon</u>

To: <u>Lindsay Kellum; Zachary Giddy</u>
Cc: <u>wmorrison@gainsben.com</u>

Subject: RE: Purchase of Hand Fans for Groundbreaking Ceremony

**Date:** Friday, July 21, 2023 8:59:00 PM

Yes, I think so, but let's put the finding in the minutes.

From: Lindsay Kellum < lindsay.kellum@gluckstadt.net>

**Sent:** Friday, July 21, 2023 3:08 PM

To: John Scanlon < jscanlon@millsscanlon.com>; Zachary Giddy < zgiddy@millsscanlon.com>

Cc: wmorrison@gainsben.com

Subject: RE: Purchase of Hand Fans for Groundbreaking Ceremony

Here is the proof -

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306

Lindsay.Kellum@gluckstadt.net



From: Lindsay Kellum

Sent: Friday, July 21, 2023 3:06 PM

To: jscanlon@millsscanlon.com; Zachary Giddy <zgiddy@millsscanlon.com>

**Cc:** Walter Morrison < <u>wmorrison@gainsben.com</u>>

**Subject:** Purchase of Hand Fans for Groundbreaking Ceremony

John,

I believe we can pay for this item out of our remaining advertising / promo budget but wanted to double check with you. The fans are promotional items that meet the favorable promotion of the city standard, that will be given out at the PD's groundbreaking on 8/9 with the GPD logo and commemorative date, as a nice touch for the public attending.

I did not want the business alliance to have to come out of pocket for this.

LK

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306 Lindsay.Kellum@gluckstadt.net



**From:** Elizabeth Tyler <<u>elizabeth@gluckstadtba.com</u>>

**Sent:** Friday, July 21, 2023 12:37 PM

**To:** Lindsay Kellum < <a href="mailto:lindsay.kellum@gluckstadt.net">lindsay.kellum@gluckstadt.net</a>>

Subject: Fan Quote

We will be happy to pay for them - unless you just need to spend end of year money. Just let me know - I think Hederman will have to set up an account for the city - if they don't have it already.

I did reach out to Debra at Printables as well and she sources fans out. I have not heard back from her on a quote or time frame.





# 2023 Fall Certified Municipal Clerk Program



Date	Location	Hotel Details
September 20-22	<b>Hattiesburg</b> Holiday Inn	Holiday Inn Hattiesburg 6553 US-49 \$98.00 Booking Deadline: September 6, 2023 Booking Link Phone: 601-990-9340
September 27-29	Oxford Conference Center	Hampton Inn Oxford Conference Center (662-234-5565) \$103 Booking Deadline: August 26, 2023 Booking Link
October 11-13	<b>Ridgeland</b> Embassy Suites	Embassy Suites 200 Township Ave \$149.00 (Includes Breakfast) Booking Deadline: September 26, 2023 Booking Link Phone 1-800-728-3025 Code: MS State University Extension Service

Wednesday, Thursday and Friday we will convene at 8:00 AM. Breakfast (7:30 AM) will be provided on Wednesday, Thursday and Friday. Lunch (12:00 PM) will be provided on Wednesday and Thursday. We will adjourn Friday at 12 PM.

# **Link to Registration:**

https://fs8.formsite.com/MSUGCD/FallCMC/index

### **Tentative Schedule**

Wednesday AM-Communications Session Wednesday PM-Community Development Thursday AM-Risk Management Thursday PM-Financial Management Friday AM-Records Management

# **For Additional Information Contact:**

Jason Camp, Center for Government & Community Development Mississippi State University Extension Service Telephone Number: 662-325-3141 E-mail: <u>Jason.Camp@msstate.edu</u>

From: <u>ext-cityclerks-request@lists.msstate.edu</u> on behalf of <u>Camp</u>, <u>Jason</u>

To: MSU-EXT-cityclerks

**Subject:** Registration Open: Fall Certified Municipal Clerk Program

**Date:** Thursday, July 20, 2023 12:53:18 PM

Attachments: image001.pnq

Fall CMC 2023 Annoucement.pdf

ATT00001.txt

# 2023 Fall Certified Municipal Clerk Program

We are excited to announce that registration is now open for the Fall Certification Training Program for Municipal Clerks.

Please remember that if you have already completed the program and would like a refresher on one of the topics, we offer individual topic registration.

#### **Dates and Locations**

Hattiesburg September 20-22, 2023 Oxford September 27-29, 2023 Ridgeland October 11-13, 2023

## Link to Registration: https://fs8.formsite.com/MSUGCD/FallCMC/index

# **About the Program:** Municipal Clerk Certification Program:

For forty (40) years, the Certification Training Program for Municipal Clerks, Deputy Municipal Clerks, and Tax Collectors has offered these municipal officials an opportunity to achieve both state and national certification in their positions. The curriculum is presented over a three-year period with two (2), two and one-half day sessions each year (a session in the Spring and Fall). For convenience and accessibility, each of the two annual sessions is presented in three locations: north Mississippi (Oxford), central Mississippi (Jackson), and southern Mississippi (Hattiesburg). The certification program is designed to allow entry at any of the sessions during the year. This program is sponsored by the Center for Government & Community Development (GCD) and the Mississippi Municipal Clerks and Collectors Association (MMCCA). It is accredited by the International Institute of Municipal Clerks (IIMC).

Certification through the program is limited to municipal clerks and tax collectors and their official deputies. The IIMC Certification required membership in IIMC for two (2) years prior to receiving the designation. However, any municipal official is welcome (and encouraged) to attend sessions or individual courses on an interest basis.

This program is designed to give more professional expertise and status to the Municipal Clerk, Collector, and/or their deputies in Mississippi. Standards for the achievement of certification have been designed by the Certification Standards Committee of the Mississippi Municipal Clerks and Collectors Association. This committee will review all Certified

Municipal Clerk Collector (CMCC) and Certified Deputy Municipal Clerk Collector (CDMCC) applications and recommend the granting of the CMCC or CDMCC professional designations. The Mississippi State University Extension Service developed and conducts the Certification Training Program which is the education portion of the total certification procedure.

Graduates of the program are always welcome to attend all or part of a session for refresher purposes. However, the registration fee still applies.

If you have any questions, please let me know.

#### **Jason Camp**

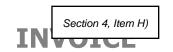
Extension Specialist
Center for Government & Community Development
Mississippi State University Extension Service
Extending knowledge. Changing lives.

#### Schedule an appointment with me at <a href="https://calendly.com/jasoncamp">https://calendly.com/jasoncamp</a>

PO 9643 | Mississippi State, MS 39762 662-325-3141 (voice) | 662-325-8954 (fax) | <u>Jason.Camp@msstate.edu</u>| <u>gcd.msucares.com</u>



# Extension Center for Governmental & Community Development



Mississippi State University Extension Service Phone:(662)325-3141; Fax (662)325-8954 Box 9643; Mississippi State, MS 39762



TO:

Lindsay Kellum

Gluckstadt

DESCRIPTION	AMOUNT
Certified Municipal Clerks (CMC) Program Session	
Registration Fee	
Lindsay Kellum Ridgeland October 11-13, 2023	
TOTAL	\$300.00

Note: I understand that if I register for the course but do not attend, the registration fee is still due and payable. A course registration may be cancelled without penalty if cancellation takes place on or before the Friday prior to the day the class is scheduled to start.

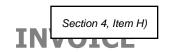
Make all checks payable to

## **Extension Center for Governmental & Community Development**

City Clerk Program
Box 9643
Mississippi State, MS 39762

If you have any questions concerning this invoice, contact Jason Camp 662-325-3141 or <u>Jason.Camp@msstate.edu</u>

# Extension Center for Governmental & Community Development



Mississippi State University Extension Service Phone:(662)325-3141; Fax (662)325-8954 Box 9643; Mississippi State, MS 39762



TO:

Scott Maugh

Gluckstadt

DESCRIPTION	AMOUNT
Certified Municipal Clerks (CMC) Program Session Registration Fee	
Scott Maugh Ridgeland October 11-13, 2023	
TOTAL	\$300.00

Note: I understand that if I register for the course but do not attend, the registration fee is still due and payable. A course registration may be cancelled without penalty if cancellation takes place on or before the Friday prior to the day the class is scheduled to start.

Make all checks payable to

## **Extension Center for Governmental & Community Development**

City Clerk Program
Box 9643
Mississippi State, MS 39762

If you have any questions concerning this invoice, contact Jason Camp 662-325-3141 or Jason.Camp@msstate.edu

## THE MISSISSIPPI MUNICIPAL LEAGUE



**EXTENSION** 

IN CONJUNCTION WITH

# THE CENTER FOR GOVERNMENT





IS PROUD TO ANNOUNCE A SERIES OF

# **CMO ELECTIVE EVENING CLASSES**

THE CMO ELECTIVE COURSE

# **FAQ in Municipal Government**

WILL BE OFFERED AT THE THREE FOLLOWING LOCATIONS:

## September 21st

Holiday Inn Hattiesburg 6553 US 49

Hattiesburg, MS

REGISTRATION DEADLINE:

September 11<sup>th</sup>

# September 28<sup>th</sup>

Oxford Conference Center 102 Ed Perry Blvd

Oxford, MS

REGISTRATION DEADLINE:

September 18<sup>th</sup>

# Dinner will start at 5:00 The class will start at 5:30

## October 12th

Embassy Suites Ridgeland 200 Township Ave Ridgeland, MS REGISTRATION DEADLINE:

October 2nd

Attendees will receive three CMO elective credits for attending any ONE of the THREE sessions. (May not duplicate class)

Cost of registration for one of the sessions is \$25 and includes dinner 5:00-5:30. If you would like to attend a CMO night class, please complete the registration form below and return to the MML office along with payment.

Name:	Title:
Municipality:	Location of CMO Night Class:
Address:	
City:	Zip:
Cell Phone:	Email:
Payment Method: Check # Plea	ase Invoice Charge: (See below)

To pay by credit card, please list an email address to receive electronic payment link: PLEASE FAX REGISTRATION TO 601-353-6980 OR MAIL TO 600 E. AMITE STREET, STE. 104 JACKSON, MS 39201

**NO REFUNDS WILL BE ISSUED** 

## THE MISSISSIPPI MUNICIPAL LEAGUE



IN CONJUNCTION WITH

# THE CENTER FOR GOVERNMENT





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**NO REFUNDS WILL BE ISSUED** 



## CITY OF GLUCKSTADT

# MISSISSIPPI OFFICE OF THE CITY CLERK

#### **MEMORANDUM**

TO: Mayor & Board of Alderman

FROM: Lindsay Kellum, City Clerk

**DATE:** 8/9/23

**SUBJECT:** Need to Amend FY23 Budget

As you recall, the board last amended the FYE 2023 on July 11, 2023. The latest amendments below cover additional financial matters that have arisen since the last board meeting.

Within the budget, the following amendments to the FY23 budget are proposed:

#### **General Public Funds Account**

- 1) The budget category of personnel services in the Administration-General department (195 personnel services category) will be amended by increasing the amount by \$15,000.00 to provide funds for the payroll expenses associated with the hiring of the full-time grant writer (tentative starting date this FY in August).
- 2) The budget category of personnel services in the Police Department (200 personnel services category) will be amended by decreasing the amount by \$7,500.00. These funds will be transferred to the personnel services category of the Administration-General department for the full-time grant writer.
- 3) The budget category of personnel services in the Street Department (301 personnel services category) will be amended by decreasing the amount by \$7,500.00. These funds will be transferred to the personnel services category of the Administration-General department for the full-time grant writer.
- 4) The budget category of contractual services in the Street Department (301 contractual services category) will be amended by decreasing funding for professional fees (engineering line item) in the amount of \$95,200.00 to provide capital outlay funds for equipment, traffic

- signal detection, and street repair. These funds will be transferred to Street Department capital outlay for overages (Ridgefield and Yandell Road Emergency Pothole Repair).
- 5) The budget category of capital outlay in the Street Department (301 capital outlay) will be amended by increasing funding in the amount of \$95,200.00 to provide funds for equipment, traffic signal detection, and street repair. These funds will be transferred from Street Department contractual services to capital outlay to cover overages (Ridgefield and Yandell Road Emergency Pothole Repair) + any future unforeseen street projects, i.e. sinkholes.

# RESOLUTION AMENDING THE FISCAL YEAR ENDING 2023 MUNICIPAL BUDGET

**WHEREAS**, the City of Gluckstadt adopted its municipal operating budget in September 2022 and set forth therein the anticipated revenues to be collected and expenditures to be expended throughout the ensuing fiscal year; and,

**WHEREAS**, the City of Gluckstadt has previously amended its annual operating budget in February 2023, March 2023, June 2023, and July 2023; and,

**WHEREAS**, the City of Gluckstadt now finds that it is necessary and desirable to make certain budget amendments to reflect the evolving nature of municipal operations and the reality of revenues and necessary expenses.

**NOW THEREFORE BE IT RESOLVED**, that the fiscal year ending 2023 municipal general fund operating budget be and is hereby amended in accordance with the details set forth as follows:

- 1) That the budget category of personnel services in the Administration-General department be amended by increasing the amount by \$15,000.00 to provide funds for the payroll expenses associated with the hiring of an employee in the department.
- 2) That the budget category of personnel services in the Police Department be amended by decreasing the amount by \$7,500.00. These funds will be transferred to the personnel services category of the Administration-General department.
- 3) That the budget category of personnel services in the Street Department be amended by decreasing the amount by \$7,500.00. These funds will be transferred to the personnel services category of the Administration-General department.
- 4) That the budget category of contractual services in the Street Department be amended by decreasing funding for professional fees (engineering line item) in the amount of \$95,200.00 to provide capital outlay funds for equipment, traffic signal detection, and street repair. These funds will be transferred to Street Department capital outlay.
- 5) That the budget category of capital outlay in the Street Department be amended by increasing funding in the amount of \$95,200.00 to provide funds for equipment, traffic signal detection, and street repair. These funds will be transferred from Street Department contractual services.

**BE IT FURTHER RESOLVED** that pursuant to the foregoing the fiscal year ending September 30, 2023 budget as restated is as

# follows:

City of Gluckstadt General Fund	Final Budget	First Amended Budget	Second Amended Budget	Third Amended Budget	Proposed	Budget Including Adopted
RECEIPTS	as Adopted	as Adopted	as Adopted	as Adopted	Amendments	Amendments
Licenses & Permits:						
Privilege Licenses	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	\$ 24,000.00
Building Permits	48,000.00	48,000.00	48,000.00	48,000.00		48,000.00
Zoning Permits	1,000.00	1,000.00	1,000.00	1,000.00		1,000.00
Franchise Fees/Taxes:						
Franchise Taxes (Public Utilities)	120,000.00	120,000.00	120,000.00	120,000.00		120,000.00
Intergovernmental Revenues:						
Federal Grants	-	-	-	22,692.00	-	22,692.00
State Grants	-		4,498.36	4,498.36		4,498.36
State Shared Revenues	2,692,410.00	2,692,410.00	3,133,372.44	3,133,372.44		3,133,372.44
County Shared Revenues		450,789.95	776,026.95	776,026.95		776,026.95
Fines and Forfeits	115,000.00	115,000.00	115,000.00	115,000.00		115,000.00
Interest	250.00	250.00	250.00	250.00		250.00
Miscellaneous:						
Donations						
Other Revenue						
Fee for Tax Collections	(37,881.00)	(37,881.00)	(37,881.00)	(37,881.00)		(37,881.00)
Total from All Sources, Other Than Taxation	\$2,962,779.00	\$3,413,568.95	\$ 4,184,266.75	\$4,206,958.75	\$ -	\$ 4,206,958.75
Beginning Cash and Investment Balance	2,932,667.00	2,932,667.00	2,932,667.00	2,932,667.00	-	2,932,667.00
Total Receipts Other Than Ad Valorem Tax	\$5,895,446.00	\$6,346,235.95	\$ 7,116,933.75	\$7,139,625.75	\$ -	\$ 7,139,625.75
Amount to be Raised by Ad Valorem Tax	1,263,340.00	1,263,340.00	1,263,340.00	1,263,340.00	-	1,263,340.00
TOTAL FROM ALL SOURCES	\$7,158,786.00	\$7,609,575.95	\$ 8,380,273.75	\$8,402,965.75	\$ -	\$ 8,402,965.75

City of Gluckstadt General Fund	Final Budget	First Amended Budget	Second Amended Budget	Third Amended Budget	Proposed	Budget Including Adopted
DISBURSEMENTS	as Adopted	as Adopted	as Adopted	as Adopted	Amendments	Amendments
Legislative - Board:						
Personnel Services	\$ 36,355.00	\$ 36,355.00	\$ 36,355.00	\$ 36,355.00	\$ -	\$ 36,355.00
Supplies	500.00	500.00	500.00	500.00		500.00
Contractual Services	13,000.00	13,000.00	13,000.00	13,000.00		13,000.00
Capital Outlay	500.00	500.00	500.00	500.00		500.00
Total	\$ 50,355.00	\$ 50,355.00	\$ 50,355.00	\$ 50,355.00		\$ 50,355.00
Judicial - Municipal Court:						
Personnel Services	\$ 143,399.00	\$ 143,399.00	\$ 143,399.00	\$ 143,399.00	\$ -	\$ 143,399.00
Supplies	2,000.00	8,000.00	8,000.00	8,000.00		8,000.00
Contractual Services	75,300.00	76,800.00	76,800.00	76,800.00		76,800.00
Capital Outlay	7,800.00	10,300.00	10,300.00	10,300.00		10,300.00
Total	\$ 228,499.00	\$ 238,499.00	\$ 238,499.00	\$ 238,499.00	\$ -	\$ 238,499.00
Executive - Mayor:						
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	500.00	500.00	500.00	500.00		500.00
Contractual Services	6,640.00	6,640.00	6,640.00	6,640.00		6,640.00
Capital Outlay	500.00	500.00	500.00	500.00		500.00
Total	\$ 7,640.00	\$ 7,640.00	\$ 7,640.00	\$ 7,640.00	\$ -	\$ 7,640.00
Administration - Financial:						
Personnel Services	\$ 238,446.00	\$ 270,446.00	\$ 270,446.00	\$ 270,446.00	\$ -	\$ 270,446.00
Supplies	6,000.00	6,000.00	6,000.00	6,000.00		6,000.00
Contractual Services	33,350.00	33,350.00	33,350.00	46,350.00		46,350.00
Capital Outlay	9,500.00	9,500.00	9,500.00	9,500.00		9,500.00
Total	\$ 287,296.00	\$ 319,296.00	\$ 319,296.00	\$ 332,296.00	\$ -	\$ 332,296.00

City of Gluckstadt General Fund		First Amended	Second Amended	Third Amended		Budget Including
	Final Budget	Budget	Budget	Budget	Proposed	Adopted
DISBURSEMENTS	as Adopted	as Adopted	as Adopted	as Adopted	Amendments	Amendments
Planning & Zoning:						
Personnel Services	\$ 57,658.00	\$ 57,658.00	\$ 57,658.00	\$ 57,658.00	\$ -	\$ 57,658.00
Supplies	5,000.00	5,000.00	5,000.00	5,000.00		5,000.00
Contractual Services	360,582.00	360,582.00	360,582.00	360,582.00		360,582.00
Capital Outlay	18,000.00	18,000.00	18,000.00	18,000.00		18,000.00
Total	\$ 441,240.00	\$ 441,240.00	\$ 441,240.00	\$ 441,240.00	\$ -	\$ 441,240.00
Administration - General:						
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00
Supplies	600.00	600.00	600.00	600.00	φ 13,000.00	600.00
Contractual Services	685,125.00	785,125.00	815,125.00	837,125.00		837,125.00
Capital Outlay	20,250.00	20,250.00	20,250.00	20,250.00		20,250.00
Total	\$ 705,975.00	\$ 805,975.00	\$ 835,975.00	\$ 857,975.00	\$ 15,000.00	\$ 872,975.00
	,			,		,
D.F. D.						
Police Department:	Ф. 00 <b>2</b> 572 00	¢1 065 072 00	Ф 1 0 <i>65</i> 072 00	¢1.065.072.00	ф. <i>(7.5</i> 00.00)	¢ 1 057 572 00
Personnel Services	\$ 982,573.00	\$1,065,073.00	\$ 1,065,073.00	\$1,065,073.00	\$ (7,500.00)	\$ 1,057,573.00
Supplies	141,500.00	152,000.00	154,983.36	170,838.36		170,838.36
Contractual Services	95,940.00	130,440.00	130,440.00	130,440.00		130,440.00
Capital Outlay	76,100.00	242,006.83	243,521.83	263,358.83		263,358.83
Total	\$1,296,113.00	\$1,589,519.83	\$ 1,594,018.19	\$1,629,710.19	\$ (7,500.00)	\$ 1,622,210.19
Fire Department:						
Contractual Services	\$ 27,321.00	\$ 27,321.00	\$ 27,321.00	\$ 27,321.00	\$ -	\$ 27,321.00
Total	\$ 27,321.00	\$ 27,321.00	\$ 27,321.00	\$ 27,321.00	\$ -	\$ 27,321.00

City of Gluckstadt General Fund DISBURSEMENTS	Final Budget as Adopted	First Amended Budget as Adopted	Second Amended Budget as Adopted	Third Amended Budget as Adopted	Proposed Amendments	Budget Including Adopted Amendments
Building Inspection:						
Personnel Services	\$ 27,774.00	\$ 126,774.00	\$ 126,774.00	\$ 126,774.00		\$ 126,774.00
Supplies	5,000.00	5,000.00	5,000.00	5,000.00		5,000.00
Contractual Services	64,522.00	25,802.00	25,802.00	25,802.00		25,802.00
Capital Outlay	31,000.00	31,000.00	31,000.00	31,000.00		31,000.00
Total	\$ 128,296.00	\$ 188,576.00	\$ 188,576.00	\$ 188,576.00	\$ -	\$ 188,576.00
Street Department:						
Personnel Services	\$ 57,658.00	\$ 129,658.00	\$ 159,658.00	\$ 159,658.00	\$ (7,500.00)	\$ 152,158.00
Supplies	32,900.00	89,800.00	104,800.00	104,800.00		104,800.00
Contractual Services	442,202.00	392,202.00	360,123.00	440,123.00	(95,200.00)	344,923.00
Capital Outlay	221,800.00	260,651.00	1,314,266.00	1,234,266.00	95,200.00	1,329,466.00
Total	\$ 754,560.00	\$ 872,311.00	\$ 1,938,847.00	\$1,938,847.00	\$ (7,500.00)	\$ 1,931,347.00
Transfers:						
Transfers out	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ -	\$ 120.00
Total	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ -	\$ 120.00
Total Disbursements	\$3,927,415.00	\$4,540,852.83	\$ 5,641,887.19	\$5,712,579.19	\$ -	\$ 5,712,579.19
Ending Cash and Investment Balance	3,231,371.00	3,068,723.12	2,738,386.56	2,690,386.56		2,690,386.56
TOTAL DISBURSMENTS						
AND ENDING BALANCE	\$7,158,786.00	\$7,609,575.95	\$ 8,380,273.75	\$8,402,965.75	\$ -	\$ 8,402,965.75

**BE IT FURTHER RESOLVED** that pursuant to Miss Code Ann. §21-35-25 the City Clerk is hereby authorized and directed to publish the foregoing amendments to the municipal budget within two (2) weeks of the adoption of this resolution.

The foregoing resolution having been first re	_		-
Alderman, and seconded by Ald	erman		_, with the vote
hereon being as follows:			
Alderman Miya Warfield Bates voted:	yes	no	
Alderman Jayce Powell voted:	yes	no	
Alderman Richard Wesley Slay voted:	yes	no	
Alderman John Taylor voted:	yes	no	
Alderman Lisa Williams voted:	yes	no	
			_
Walter	Morrison, Mayo	r	
ATTEST:			
Lindsay Kellum, City Clerk			
Seal			

# City of Gluckstadt Police Station Capital Project Fund 3 (2023 G.O. Bond Issue) - Monthly Budget Report for Month Ending July 31, 2023

		AMENDED				
	ADOPTED	BUDGET				
	BUDGET	FY2022-23	MTD	YTD	YTD ACTIVITY +	BUDGET
	FY2022-23	(JULY)	ACTIVITY	ACTIVITY	ENCUMBRANCES	REMAINING
Revenues						
BOND PROCEEDS (2023 G.O. ISSUE)	\$0.00	\$6,205,228.65	\$0.00	\$6,205,228.65	\$6,205,228.65	\$0.00
BEGINNING CASH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$0.00	\$6,205,228.65	\$0.00	\$6,205,228.65	\$6,205,228.65	\$0.00
Expenditures						
BOND PROCESSING & ACCOUNTING FEES	\$0.00	\$35,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$5,000.00
LEGAL FEES	\$0.00	\$120,000.00	\$116,587.50	\$116,587.50	\$116,587.50	\$3,412.50
OTHER SERVICES & CHARGES	\$0.00	\$50,000.00	\$1,200.00	\$1,220.00	\$1,220.00	\$48,780.00
CONTRACTUAL SERVICES	\$0.00	\$205,000.00	\$147,787.50	\$147,807.50	\$147,807.50	\$57,192.50
CAPITAL OUTLAY - BUILDING	\$0.00	\$3,000,000.00	\$0.00	\$0.00	\$84,406.81	\$2,915,593.19
CAPITAL OUTLAY	\$0.00	\$3,000,000.00	\$0.00	\$0.00	\$84,406.81	\$2,915,593.19
Total Expenditures	\$0.00	\$3,205,000.00	\$147,787.50	\$147,807.50	\$232,214.31	\$2,972,785.69
Net (Revenues less Expenditures)	\$0.00	\$3,000,228.65	(\$147,787.50)	\$6,057,421.15	\$5,973,014.34	(\$2,972,785.69)

# City of Gluckstadt Police Station Capital Project Fund (2022 Legislative Appropriation) - Monthly Budget Report for Month Ending July 31, 2023

	ADOPTED BUDGET FY2022-23	AMENDED BUDGET FY2022-23 (JUNE)	MTD ACTIVITY	YTD ACTIVITY	YTD ACTIVITY + ENCUMBRANCES	BUDGET REMAINING
Revenues						
GRANT - HB 1353 (2022)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEREST	\$0.00	\$0.00	\$0.00	(\$13.70)	(\$13.70)	\$13.70
TRANSFERS IN - FROM GENERAL FUND	\$120.00	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
BEGINNING CASH	\$1,000,100.00	\$1,000,100.00	\$0.00	\$0.00	\$0.00	\$1,000,100.00
Total Revenues	\$1,000,220.00	\$1,000,220.00	\$0.00	(\$13.70)	(\$13.70)	\$1,000,233.70
Expenditures						
OTHER SERVICES & CHARGES	\$120.00	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
CONTRACTUAL - ARCHITECTURAL/ENGINEERING	\$0.00	\$492,500.00	\$0.00	\$372,406.50	\$372,406.50	\$120,093.50
CONTRACTUAL SERVICES	\$120.00	\$492,620.00	\$0.00	\$372,406.50	\$372,406.50	\$120,213.50
CAPITAL OUTLAY - LAND	\$1,000,000.00	\$507,500.00	\$0.00	\$315,810.00	\$315,810.00	\$191,690.00
CAPITAL OUTLAY - BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL OUTLAY	\$1,000,000.00	\$507,500.00	\$0.00	\$315,810.00	\$315,810.00	\$191,690.00
TRANSFERS OUT - TO GENERAL FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFERS OUT - TO OTHER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$1,000,120.00	\$1,000,120.00	\$0.00	\$688,216.50	\$688,216.50	\$311,903.50
Net (Revenues less Expenditures)	\$100.00	\$100.00	\$0.00	(\$688,230.20)	(\$688,230.20)	\$688,330.20

# City of Gluckstadt General Fund Monthly Budget Report for Month Ending July 31, 2023

	ADOPTED BUDGET FY2022-23	AMENDED BUDGET FY2022-23 (JUNE)	MTD ACTIVITY	YTD ACTIVITY	YTD ACTIVITY + ENCUMBRANCES	BUDGET REMAINING
Revenues	F12022-23	(JUNE)	ACTIVITY	ACTIVITY	ENCOMBRANCES	REMAINING
AD VAL - REAL PROPERTY TAXES	\$813,442.00	\$813,442.00	\$7,718.06	\$804,297.59	\$804,297.59	\$9,144.41
AD VAL - AUTO TAXES	\$50,000.00	\$50,000.00	\$11,316.53	\$110,813.86	\$110,813.86	(\$60,813.86)
AD VAL - PERS. PROP. / MH TAXES	\$394,269.00	\$394,269.00	\$498.55	\$365,501.41	\$365,501.41	\$28,767.59
AD VAL - PRIOR YEAR TAXES - AUTO	\$0.00	\$0.00	(\$3.33)	\$1,156.12	\$1,156.12	(\$1,156.12)
AD VAL - PRIOR YEAR TAXES - OTHER	\$0.00	\$0.00	\$545.27	\$13,585.50	\$13,585.50	(\$13,585.50)
AD VAL - PUBLIC UTILITIES TAXES	\$4,979.00	\$4,979.00	\$0.00	\$15,296.80	\$15,296.80	(\$10,317.80)
AD VAL - PENALTIES & INTEREST	\$650.00	\$650.00	\$320.92	\$3,024.79	\$3,024.79	(\$2,374.79)
PRIVILEGE LICENSES	\$24,000.00	\$24,000.00	\$10,467.80	\$27,745.90	\$27,745.90	(\$3,745.90)
FRANCHISE TAXES (PUBLIC UTILITIES)	\$120,000.00	\$120,000.00	\$4,293.13	\$167,701.81	\$167,701.81	(\$47,701.81)
PERMITS - BUILDING	\$48,000.00	\$48,000.00	\$9,751.00	\$79,542.60	\$79,542.60	(\$31,542.60)
PERMITS - ZONING	\$1,000.00	\$1,000.00	\$200.00	\$3,000.00	\$3,000.00	(\$2,000.00)
FEDERAL GRANT - PPE SUBGRANT	\$0.00	\$22,692.00	\$0.00	\$0.00	\$0.00	\$22,692.00
STATE GRANT - HOMELAND SECURITY	\$0.00	\$4,498.36	\$0.00	\$3,728.95	\$3,728.95	\$769.41
MUNICIPAL REVOLVING FUND	\$1,200.00	\$1,200.00	\$0.00	\$1,231.09	\$1,231.09	(\$31.09)
HOMESTEAD EXEMPT REIMB	\$6,000.00	\$6,000.00	\$0.00	\$9,249.12	\$9,249.12	(\$3,249.12)
ABC PERMITS	\$4,000.00	\$4,000.00	\$900.00	\$3,600.00	\$3,600.00	\$400.00
MUNICIPAL GAS AID TAX	\$1,800.00	\$1,800.00	\$927.66	\$2,857.82	\$2,857.82	(\$1,057.82)
RAILROAD TAX	\$1,000.00	\$1,000.00	\$1,162.73	\$1,162.73	\$1,162.73	(\$162.73)
SALES TAX	\$2,640,000.00	\$2,640,000.00	\$262,246.82	\$2,510,288.87	\$2,510,288.87	\$129,711.13
COUNTY ROAD & BRIDGE TAXES	\$0.00	\$329,383.12	\$2,898.58	\$335,467.18	\$335,467.18	(\$6,084.06)
E-911 FUNDS	\$0.00	\$121,406.83	\$0.00	\$52,432.73	\$52,432.73	\$68,974.10
OTHER REVENUE	\$0.00	\$325,237.00	\$0.00	\$0.00	\$0.00	\$325,237.00
GRAND GULF	\$34,310.00	\$34,310.00	\$0.00	\$55,663.84	\$55,663.84	(\$21,353.84)
POLICE TRAINING REIMBURSEMENT	\$4,100.00	\$4,100.00	\$0.00	\$4,000.00	\$4,000.00	\$100.00
MIMA FUNDS	\$0.00	\$440,962.44	\$256,746.22	\$477,227.44	\$477,227.44	(\$36,265.00)
STATE ASSESSMENTS (DFA & DPS)	\$65,000.00	\$65,000.00	(\$14,842.50)	(\$127,560.50)	(\$146,159.00)	\$211,159.00
TRAFFIC & COURT FINES (CITY)	\$50,000.00	\$50,000.00	\$45,121.62	\$343,214.87	\$343,214.87	(\$293,214.87)
ADMIN COURT FEES (INCL JAIL FEES)	\$0.00	\$0.00	\$75.00	\$1,700.00	\$1,700.00	(\$1,700.00)
VICTIMS' RESTITUTION FUNDS	\$0.00	\$0.00	(\$77.12)	(\$77.12)	(\$77.12)	\$77.12
APPEARANCE BOND FEE	\$0.00	\$0.00	\$25.00	\$675.00	\$675.00	(\$675.00)
INTEREST	\$250.00	\$250.00	\$0.00	\$61,655.78	\$61,655.78	(\$61,405.78)
DONATIONS	\$0.00	\$0.00	\$0.00	\$8,585.00	\$8,585.00	(\$8,585.00)
OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$101.40	\$101.40	(\$101.40)
PUBLIC RECORDS REQUESTS	\$0.00	\$0.00	\$649.00	\$3,676.60	\$3,676.60	(\$3,676.60)
INSURANCE PROCEEDS	\$0.00	\$0.00	\$5,088.80	\$14,338.80	\$14,338.80	(\$14,338.80)
BEGINNING CASH	\$2,932,667.00	\$2,932,667.00	\$0.00	\$0.00	\$0.00	\$2,932,667.00
Total Revenues	\$7,196,667.00	\$8,440,846.75	\$606,029.74	\$5,354,885.98	\$5,336,287.48	\$3,104,559.27
Expenditures						
LEGISLATIVE - BOARD						
PERSONNEL SERVICES	\$36,355.00	\$36,355.00	\$2,553.53	\$26,467.90	\$28,151.55	\$8,203.45
SUPPLIES	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
CONTRACTUAL SERVICES	\$13,000.00	\$13,000.00	\$3,192.67	\$6,738.06	\$6,959.71	\$6,040.29
CAPITAL OUTLAY	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
SUB-TOTAL	\$50,355.00	\$50,355.00	\$5,746.20	\$33,205.96	\$35,111.26	\$15,243.74
JUDICIAL/MUNICIPAL COURT						
PERSONNEL SERVICES	\$143,399.00	\$143,399.00	\$9,757.21	\$96,893.01	\$107,582.96	\$35,816.04
SUPPLIES	\$2,000.00	\$8,000.00	\$58.33	\$3,072.90	\$3,248.89	\$4,751.11
CONTRACTUAL SERVICES	\$75,300.00	\$76,800.00	\$5,231.61	\$40,999.13	\$44,934.49	\$31,865.51
CAPITAL OUTLAY	\$7,800.00	\$10,300.00	\$0.00	\$2,740.80	\$2,740.80	\$7,559.20
SUB-TOTAL	\$228,499.00	\$238,499.00	\$15,047.15	\$143,705.84	\$158,507.14	\$79,991.86
EXECUTIVE - MAYOR						
SUPPLIES	\$500.00	\$500.00	\$0.00	\$50.00	\$50.00	\$450.00
CONTRACTUAL SERVICES	\$6,640.00	\$6,640.00	\$80.83	\$1,012.14	\$1,046.47	\$5,593.53
CAPITAL OUTLAY	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
SUB-TOTAL	\$7,640.00	\$7,640.00	\$80.83	\$1,062.14	\$1,096.47	\$6,543.53

# City of Gluckstadt General Fund Monthly Budget Report for Month Ending July 31, 2023

	ADOPTED BUDGET FY2022-23	AMENDED BUDGET FY2022-23 (JUNE)	MTD ACTIVITY	YTD ACTIVITY	YTD ACTIVITY + ENCUMBRANCES	BUDGET REMAINING
ADMINISTRATION - FINANCIAL						
PERSONNEL SERVICES	\$238,446.00	\$270,446.00	\$18,592.53	\$179,627.12	\$200,186.48	\$70,259.52
SUPPLIES	\$6,000.00	\$6,000.00	\$58.35	\$1,696.54	\$1,898.80	\$4,101.20
CONTRACTUAL SERVICES	\$33,350.00	\$46,350.00	\$2,429.36	\$11,168.76	\$12,352.70	\$33,997.30
CAPITAL OUTLAY	\$9,500.00	\$9,500.00	\$0.00	\$3,240.00	\$3,240.00	\$6,260.0
SUB-TOTAL	\$287,296.00	\$332,296.00	\$21,080.24	\$195,732.42	\$217,677.98	\$114,618.0
PLANNING & ZONING						
PERSONNEL SERVICES	\$57,658.00	\$57,658.00	\$2,004.13	\$48,132.59	\$50,267.84	\$7,390.1
SUPPLIES	\$5,000.00	\$5,000.00	\$58.33	\$891.28	\$992.05	\$4,007.9
CONTRACTUAL SERVICES	\$360,582.00	\$360,582.00	\$12,685.01	\$76,283.96	\$78,286.46	\$282,295.5
CAPITAL OUTLAY	\$18,000.00	\$18,000.00	\$0.00	\$17,276.57	\$17,276.57	\$723.4
SUB-TOTAL	\$441,240.00	\$441,240.00	\$14,747.47	\$142,584.40	\$146,822.92	\$294,417.0
ADMINISTRATION - GENERAL						
SUPPLIES	\$600.00	\$600.00	\$0.00	\$597.20	\$597.20	\$2.8
CONTRACTUAL SERVICES	\$723,006.00	\$875,006.00	\$55,717.86	\$655,623.67	\$692,027.84	\$182,978.1
CAPITAL OUTLAY	\$20,250.00	\$20,250.00	\$0.00	\$13,932.00	\$15,130.00	\$5,120.0
SUB-TOTAL	\$743,856.00	\$895,856.00	\$55,717.86	\$670,152.87	\$707,755.04	\$188,100.9
POLICE						
PERSONNEL SERVICES	\$982,573.00	\$1,065,073.00	\$84,719.01	\$763,082.07	\$848,400.81	\$216,672.2
SUPPLIES	\$141,500.00	\$170,838.36	\$12,590.39	\$81,267.96	\$85,879.74	\$84,958.6
CONTRACTUAL SERVICES	\$95,940.00	\$130,440.00	\$18,553.36	\$69,926.94	\$74,906.25	\$55,533.7
CAPITAL OUTLAY	\$76,100.00	\$263,358.83	\$82.25	\$101,988.82	\$209,184.84	\$54,173.9
SUB-TOTAL	\$1,296,113.00	\$1,629,710.19	\$115,945.01	\$1,016,265.79	\$1,218,371.64	\$411,338.5
FIRE						
CONTRACTUAL SERVICES	\$27,321.00	\$27,321.00	\$0.00	\$27,321.00	\$27,321.00	\$0.0
SUB-TOTAL	\$27,321.00	\$27,321.00	\$0.00	\$27,321.00	\$27,321.00	\$0.0
BUILDING INSPECTION & CODE						
PERSONNEL SERVICES	\$27,774.00	\$126,774.00	\$9,768.66	\$91,402.38	\$102,072.28	\$24,701.7
SUPPLIES	\$5,000.00	\$5,000.00	\$170.43	\$2,066.78	\$2,167.51	\$2,832.4
CONTRACTUAL SERVICES	\$64,522.00	\$25,802.00	\$1,980.11	\$5,788.89	\$5,788.89	\$20,013.1
CAPITAL OUTLAY SUB-TOTAL	\$31,000.00 \$128.296.00	\$31,000.00 \$188,576.00	\$0.00 <b>\$11,919.20</b>	\$18,183.56 <b>\$117,441.61</b>	\$18,183.56 <b>\$128,212.24</b>	\$12,816.4 <b>\$60,363.7</b>
002 10 M2	¥ :==,===:	¥100,010.00	V.1,010.20	¥,	¥ :==,= :=:= :	<b>400,000</b>
STREETS						
PERSONNEL SERVICES	\$57,658.00	\$153,958.00	\$14,361.69	\$59,380.29	\$73,153.45	\$80,804.5
SUPPLIES	\$32,900.00	\$104,800.00	\$4,765.02	\$45,779.10	\$49,689.86	\$55,110.1
CONTRACTUAL SERVICES	\$442,202.00	\$440,123.00	\$8,407.38	\$95,814.55	\$104,528.69	\$335,594.3
CAPITAL OUTLAY	\$221,800.00	\$1,234,266.00	\$4,100.00	\$238,882.53	\$1,022,306.97	\$211,959.0
SUB-TOTAL	\$754,560.00	\$1,933,147.00	\$31,634.09	\$439,856.47	\$1,249,678.97	\$683,468.0
TRANSFERS						
TRANSFERS OUT SUB-TOTAL	\$120.00 \$120.00	\$120.00 <b>\$120.00</b>	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$120.0 <b>\$120.0</b>
JUD-TUTAL	φ120.00	φ120.00	φυ.υυ	φυ.υυ		φ12U.U
I Expenditures	\$3,965,296.00	\$5,744,760.19	\$271,918.05	\$2,787,328.50	\$3,890,554.65	\$1,854,205.5

Section 5, Item B)

City of Gluckstadt

Police Station Capital Project Fund 2 (2023 Legislative Appropriation) - Monthly Budget Report for Month Ending July 31, 2023

	ADOPTED BUDGET FY2022-23	AMENDED BUDGET FY2022-23 (JULY)	MTD ACTIVITY	YTD ACTIVITY	YTD ACTIVITY + ENCUMBRANCES	BUDGET REMAINING
Revenues						
GRANT - HB 603 (2023)	\$0.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00
BEGINNING CASH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$0.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00
Expenditures						
CONTRACTUAL - ARCHITECTURAL/ENGINEERING	\$0.00	\$375,000.00	\$0.00	\$0.00	\$0.00	\$375,000.00
CONTRACTUAL SERVICES	\$0.00	\$375,000.00	\$0.00	\$0.00	\$0.00	\$375,000.00
CAPITAL OUTLAY - BUILDING	\$0.00	\$375,000.00	\$0.00	\$0.00	\$0.00	\$375,000.00
CAPITAL OUTLAY	\$0.00	\$375,000.00	\$0.00	\$0.00	\$0.00	\$375,000.00
Total Expenditures	\$0.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00
Net (Revenues less Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



## MISSISSIPPI PUBLIC WORKS DIRECTOR

#### **MEMORANDUM**

**TO:** Mayor & Board of Alderman

FROM: John M. McCollum, Public Works Director

**DATE:** 08/02/2023

**SUBJECT:** Term Bids

We request that the Mayor and Board of Alderman approve the attached term bids. These bids will take effect from October 1<sup>st</sup> 2023 thru September 31<sup>st</sup> 2024 (one year) with the exception of asphalt that is only good for 6 months.

Thank you for your consideration of our request. Please let me know if you have any questions.

#### **CERTIFICATION OF LOW BID**

### **CAST IRON CURB INLETS**

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation.

Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Alm. m.al

WITNESS my signature, this the 25<sup>th</sup> Day of July 2023.

CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

Project: Annual bid materials and services. Bids Received: August 26, 2022 10:00 a.m. Project: Cast Iron Curb Inlets

				BIDDER Central Pipe Supply Inc. Pearl, MS	Supply Inc.
ITEM NO.	ITEM DESCRIPTION	PROPOSAL UNIT	UNIT	UNIT PRICE	TOTAL PRICE
<u></u>	Cast Iron Curb Inlets Frame & Cover 4 ft With City Seal	5	Each	N/B	#VALUE!
2.	Cast Iron Curb Inlets Frame & Cover 4 ft Without City Seal	2	5 Each	1,079.45	5,397.25
က	Cast Iron Curb Inlets Frame & Cover 5ft With City Seal	2	5 Each	N/B	0.00
4	Cast Iron Curb Inlets Frame & Cover 5ft Without City Seal	2	5 Each	N/B	#VALUE!
Ω	Sewer Manhole Cast Iron Frame & Cover all Diameters with City Seal	Q.	5 Each	N/B	#VALUE!
ω	Sewer Manhole Cast Iron Frame & Cover all Diameters without City Seal	245	5 Each	N/B	#VALUE!
7	Drainage Inlet Manhole Curb Inlet Frame & Cover all Diameters with City Seal	Ω	5 Each	N/B	0.00
80	Drainage Inlet Manhole Curb Inlet Frame & Cover all Diameters without City Seal	Ω	5 Each	8/Z	00.0

### **BID FORM**

To: Mayor and Board of Aldermen City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Central Pipe Supply
(Name)

101 Ware 5+
(Address)
Pearl, M5 39201

mparch (g c entral p.pe.com (Email Address) 601- 939,-3322 (Phone #) OF THE CITY

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 23 day of July, 20 23

Central Pipe Supply
(Bidder)

By: Michael Parch

Sales

(Signature)

#### **CAST IRON CURB INLETS**

### Bid Type: Line Item

Cast iron curb inlets shall be in accordance ASTM A 48 Class 30 material specifications. Curb inlets shall have a minimum opening of 6 5/8 inches by 23 1/4 inches, a minimum weight of 500 pounds, and have a center support cast as part of the inlet. The inlet shall be equal to Vulcan Foundry catalog number V-4302-1 or C. L. Dews & Sons Foundry catalog number DF-2450. Bid price includes delivery to the City of Gluckstadt's City Hall. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024

Bidder: Central Pipe Supply Inc.

Address: 101 Wave st. Pearl, M5 39208

Phone #: 601- 939- 3322

Email: mporch @ Central prope.com

	(C) 30 11€0					
ITEM	•	PROPOSAL		UNIT	ŢOŢ	
<u>NO.</u>	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE	PRIC	<u>E</u>
1.	Cast Iron Curb Inlets Frame & Cover 4ft With City Seal	5	Each	\$	\$	_
2.	Cast Iron Curb Inlets Frame & Cover 4 ft Without City Seal	5	Each	\$	\$	
3.	Cast Iron Curb Inlets Frame & Cover 5 ft With City Seal	5	Each	\$	o €	
4.	Cast iron Curb Inlets Frame & Cover 5 ft Without City Seal	5	Each	2 Hach	= #ach	a d
5.	Sewer Manhole Cast Iron Frame & Cover All Diameters With City Seal	5	Each	\$_0	_\$_\$_	
6.	Sewer Manhole Cast Iron Frame & Cover Without City Seal	5 - **	Each	\$	_\$	
	Drainage Inlet Manhole Curb Inlet Frame & Cover all Diameters With City Seal	. 5	Each	\$	\$	
	Drainage Inlet Manhole Curb Inlet Frame & Cover all Diameters Without City S	Seal 5	Each	\$	_\$	



CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944

QUOTE TO:

Quotati Section 6, Item A)

EXPIRATION DATE	QUOTI	E NUMBER
10/30/2024	S100	342471
CENTRAL PIPE SUPPLY - J	PAGE NO.	
101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	4	1 of 4

SHIP TO:

CITY OF GLUCKSTADT

343 DISTRIBUTION DRIVE

MADISON, MS 39110-8744

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CUSTOMER NUMBER CUSTOMER PO NUMBER JOB NAME / RELEASE NUMBER SALESPERSON 13906 ANNUAL BID 10/1/23 - 9/30/24 WRITER SHIP VIA **TERMS** SHIP DATE **FREIGHT ALLOWED** MICHAEL PORCH OT OUR TRUCK **NET 30 DAYS** 07/24/2023 Yes ORDER QTY DESCRIPTION UNIT PRICE **EXT PRICE** SHIPPING INSTRUCTIONS CAST IRON CURB INLETS ALL ITEMS FOB GLUCKSTADT, MS ALL ITEMS VALID FROM OCT. 1, 2023 -SEPT. 30, 2024 5ea 4FT CURB INLET COMPLETE - NO CITY 1079.450/ea 5397.25 SEAL OFFERED #44342010, 44342020, 44342130 \*\*SPECIAL ORDER - NON RETURNABLE\*\* Pn: 65297 4FT CURB INLET FRAME V4342 CURB 5ea 412.650/ea 2063.25 INLET FRAME FOR BEHIND THE CURB USE #44342010 \*\*SPECIAL ORDER - NON RETURNABLE\*\* Pn: 65293 4FT CURB INLET COVER - NO CITY 5ea 513.840/ea 2569.20 SEAL OFFERED V4342 CURB INLET PLATE, HEAVY DUTY #44342020 \*\*SPECIAL ORDER - NON RETURNABLE\*\* Pn: 65292 Continued on Next Page \* Subtotal S&H Charges Amount Due



CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944

QUOTE TO:

Quotati Section 6, Item A)

EXPIRATION DATE QUOTE NUMBER

	EXPIRATION DATE	QUOTI	ENUMBER	
	10/30/2024	S100	342471	
I	CENTRAL PIPE SUPPLY - J	PAGE NO.		
п	101 WARE ROAD PARL, MS 39208 601-939-3322 Fax 601-932-8944		2 of 4	

SHIP TO:

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CUSTOMER NUMBER	сиѕтом	ER PO NUMBER	JOB NAME / RELEASE N	UMBER	SA	LESPERSON
13906	Al	NNUAL BID	10/1/23 - 9/30/2	4		
WRITER		SHIP VIA	TERMS	SH	IP DATE	FREIGHT ALLOWED
MICHAEL PC	RCH	OT OUR TRUCK	NET 30 DAYS	07/2	24/2023	Yes
ORDER QTY		DESCRIPTIO	N	UNIT	PRICE	EXT PRICE
5ea	5ea 4FT CURB INLET FRONT GRATE V4342-1 CURB INLET FRONT FRATE FOR 13-1/2" CURB HEIGHT #44342130 **SPECIAL ORDER - NON RETURNABLE** Pn: 65291				2.770/ea	2163.85
5ea						5690.75
	5FT CURB I INLET FRAI JACKSON, **SPECIAL OP: 65294	B USE 010	42	7.620/ea	2138.10	
	5FT CURB I OFFERED \ DUMP NO V WATERWAY **SPECIAL 0 Pn: 65295	OVER 343020	534	4.110/ea	2670.55	
* Continued on	Next Pag	e *		Subtota		
				S&H Ch		



CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944

QUOTE TO:

Quotati

Section 6, Item A)

EXPIRATION DATE QUOTE NUMBER					
10/30/2024	S100342471				
CENTRAL PIPE SUPPLY - J	PAGE NO.				
101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	Đ	3 of 4			

SHIP TO:

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CUSTOMER NUMBER	CUSTOMER PO NUMBER JOB NAME / RELEASE			NUMBER	SALESPERSON		
13906	Al	NNUAL BID	10/1/23 - 9/30/2	24			
WRITER		SHIP VIA	TERMS	SH	IP DATE	FREIGHT ALLOWED	
MICHAEL PO	DRCH	OT OUR TRUCK	NET 30 DAYS	07/2	24/2023	Yes	
ORDER QTY		DESCRIPTIO	N	UNIT	PRICE	EXT PRICE	
5ea 5ea	CURB INLE CURB HEIG #44343230 **SPECIAL Pn: 65296 EJ CI MANE	INLET FRONT GRATE ET FRONT GRATE FOI GHT JACKSON, MS ST ORDER - NON RETUR HOLE REVERSIBLE ER COMPLETE "SEWE EMBLY	#2 08	5.360/ea 4.600/ea	2276.80 2673.00		
5ea	Pn: 65066 EJ USA CI I 4" TALL #00	ORDER - NON RETUF RING ONLY #2132Z1 )213215 ORDER - NON RETUF	37	7.100/ea	1885.50		
5ea	#V1501 MARKED D	IANHOLE LID ONLY RAIN ORDER - NON RETUR	29	9.150/ea	1495.75		
5ea	23 1/4" CI M #V1501 MARKED SI **SPECIAL © Pn: 33327	3 1/4" CI MANHOLE LID ONLY V1501 MARKED SEWER *SPECIAL ORDER - NON RETURNABLE**					
* Continued on	Next Pag	e *		Subtota S&H Cl			
				Amoun	t Due	* _	



CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944

QUOTE TO:

Quotati Section 6, Item A)

**EXPIRATION DATE** QUOTE NUMBER 10/30/2024 S100342471

PAGE NO. CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-6944

4 of 4

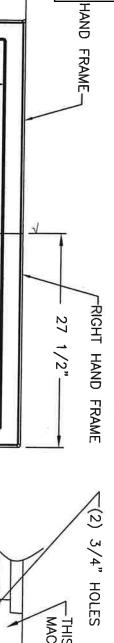
SHIP TO:

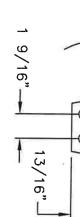
CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CUSTOMER NUMBER	сизтом	ER PO NUMBER	JOB NAME / RELEASE NU	IMBER	SA	SALESPERSON			
13906	Ai	NNUAL BID	10/1/23 - 9/30/24						
WRITER		SHIP VIA	TERMS	SH	IP DATE	FREIGHT ALLOWE			
MICHAEL PO	RCH	OT OUR TRUCK	NET 30 DAYS	07/:	24/2023	4/2023 Yes			
ORDER QTY		DESCRIPTION	N	UNIT	PRICE	PRICE EXT PRICE			
50ea	Pn: 12083 PRECO PL	ERMA-PATCH UG CEMENT 50# YELI 5 MINUTES	LOW BUCKET		9.500/ea		975.00 309.25		
			· ·		,				
Tax not included. Pricing subject to change due to volatility in the marketplace.				Subtota S&H C		33	804.00 0.00		
		×		Amoun	t Due	33	804.00		

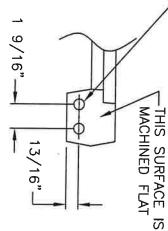
# Section 6, Item A) 4300DI Curb Inlet Frame





BOLT FLANGE DETAIL (TYP, BOTH HALVES)

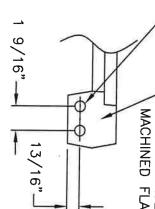
CARD



Ductile Iron (70-50-05)
-Design Load

Design Features

-Materials



-Coating

n/a

Undipped

-Open Årea

Heavy Duty

27

5/8"

**TUSA** 

25

13/16" (TYP)

2 1/8"-

~BOLTING SLOTS FOR FRONT GRATE

-Country of Origin: USA

- ASTM A536 Certification

0

## **Product Number**





3 1/8"

## Disclaimer

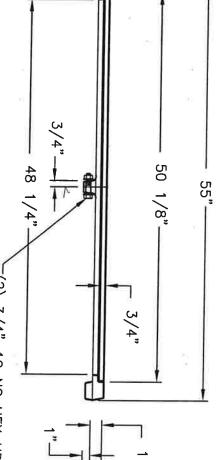
00

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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29 7/8"



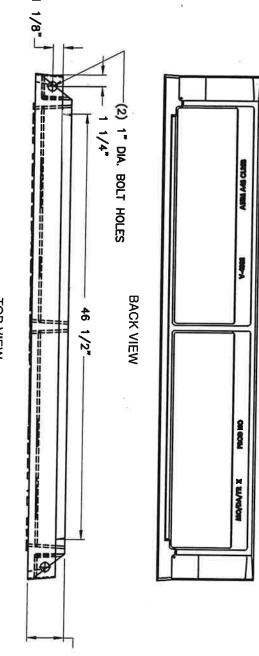


## Drawing Revision

02/28/2007 Designer: SBB 01/05/2015 Revised By: DVD

# V4302 Curb Inlet Front Grate





TOP VIEW

23 1/2" (REF) DUMP NO WASTEL DRAINS TO WATERWAYS FRONT VIEW 55 1/4" MC-01 TYPE "H" GRATE NOTE: LOUISIANA DOTD 8 ş SECTION B-B

10 1/2"

1/2"

## 44302030

**Product Number** 

### -Materials Design Features

Gray Iron (CL35B)
-Design Load

Heavy Duty
-Open Area
305 sq. in.
-Coating

## - √ Designates Machined Surface Undipped

## Certification - ASTM A48

-Country of Origin: USA

**Drawing Revision** 8/18/2005 Designer: TCL 7/14/2020 Revised By: DEF

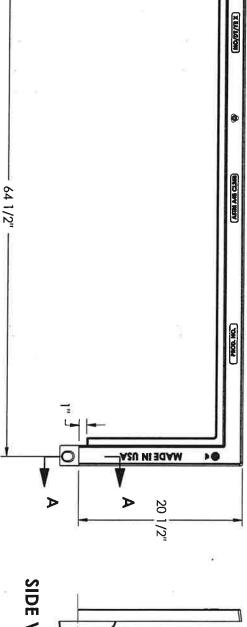
## Disclaimer

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V-4343

SIDE VIEW



-Coating Undipped

-Open Area

- ✓ Designates Machined Surface

-Materials Gray Iron (CL35B) -Design Load Non-Traffic

**Design Features** 44343010 **Product Number** 

## Certification -ASTM A48

-Country of Origin: USA

## **FRONT VIEW** 66 3/4" -59 3/4" r 11/2" 71/8" 23/8"

2 1/2"

62

**Drawing Revision**6/6/2008 Designer: KMB
05/18/2016 Revised By: MAH

## Disclaimer

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**SECTION A-A** 

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Contact

# **Curb Inlet Plate**



78



## **Design Features** 44343020

**Product Number** 

## -Materials

1 1/2"

Gray Iron (CL35B) -Design Load

Non-Traffic -Open Area

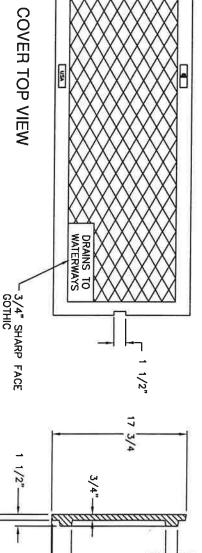
n/a

-Coating

12 1/4"

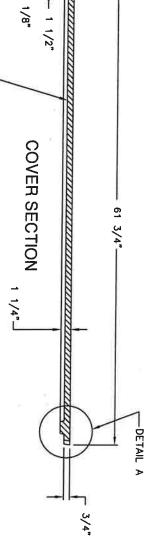
Undipped

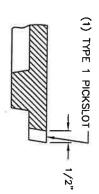
-√Designates Machined Surface



DUMP NO

WASTE





# PICKHOLE DETAIL A

ASTM A48 CL35B-SERIES PROD NO. MO/DY/YR X

0

## Certification

1/8"-

- ASTM A48

-Country of Origin: USA

3/4"

**COVER SECTION** 

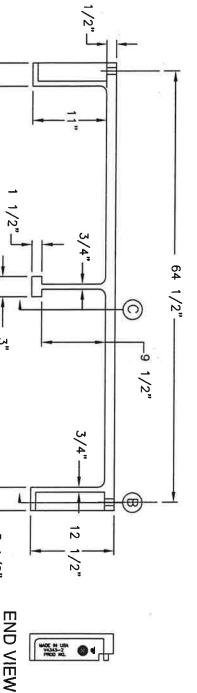
**Drawing Revision** 05/12/2006 Designer: KH 1/11/2016 Revised By: TWN

## Disclaimer

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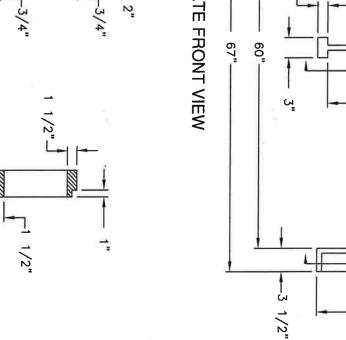
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# Section 6, Item A) **4343-2** Curb Inlet Front Grate



**END VIEW** 





12

1/2"

**SECTION B** 

SECTION C

1" DIA-

2



## **Product Number**

## Design Features 44343230

Gray Iron (CL35B)
-Design Load -Materials

-Open Area Heavy Duty

648 SQ IN

-Coating Undipped

- √ Designates Machined Surface

## Certification

- ASTM A48

-Country of Origin: USA

## Drawing Revision

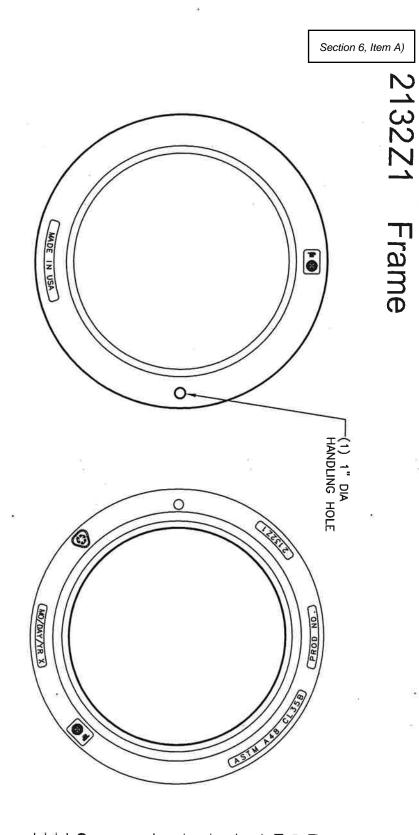
7/14/2000 Designer: BAI 11/7/2022 Revised By: JIJ

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1/2" L

23 1/2" DIA-

23 1/2" DIA-

30" DIA -

FRAME SECTION

24 3/4"-







00213215 **Product Number** 

Design Features

Gray Iron (CL35B)
-Design Load -Materials

Heavy Duty

-Open Area

-Coating Undipped

-√Designates Machined Surface

## Certification - ASTM A48

-Country of Origin: USA

## Drawing Revision

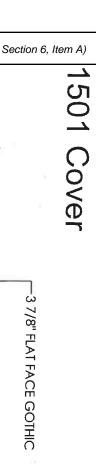
06/04/2003 Designer: DEW 5/30/2017 Revised By: CSF

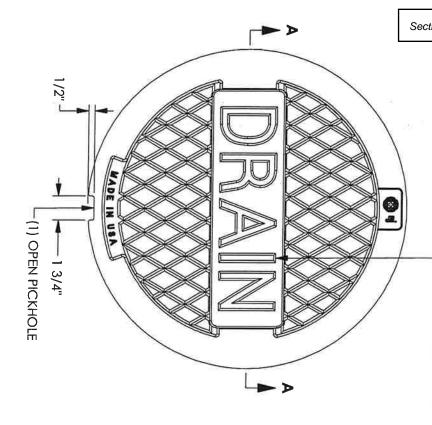
## Disclaimer

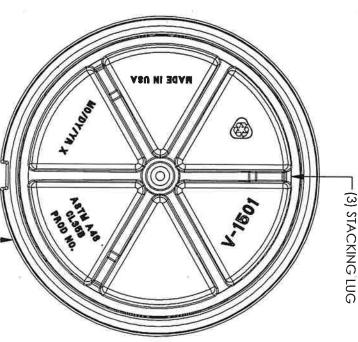
Weights (tbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

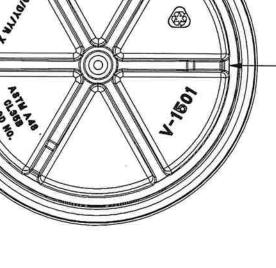
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# -√Designates Machined Surface

Undipped

-Coating -Open Area -Load Rating -Materials Gray Iron (CL35B) **Design Features** 41501031 **Product Number** 

Heavy Duty H20

Certification -ASTM A48 -AASHTO M306

-Country of Origin: USA

-MO/DY/YR X -MADE IN USA

-PROD NO. -ASTM A48 CL35B

-RECYCLE

**BOTTOM VIEW** 

-V-1501

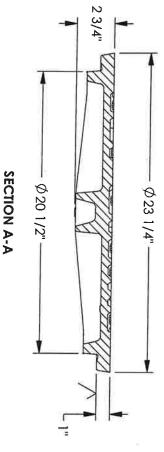
Drawing Revision 12/19/2022 Designer: KK 12/19/2022 Revised By:KK

## Disclaimer

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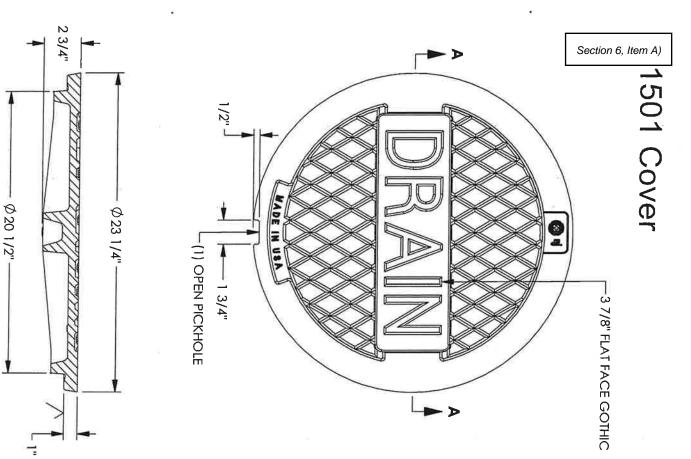
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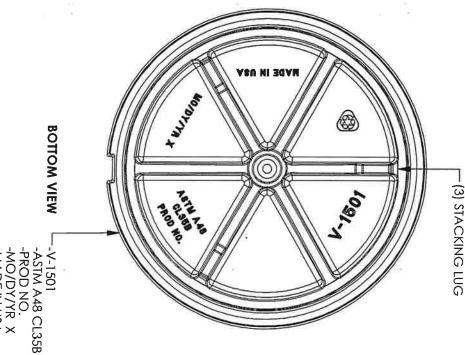
Contact















## 41501031 **Product Number**

## **Design Features**

- -Load Rating -Materials Gray Iron (CL35B)
- -Open Area Heavy Duty H20
- Undipped
- -Coating
- -√ Designates Machined Surface

Certification
-ASTM A48
-AASHTO M306

-Country of Origin: USA

-MADE IN USA

RECYCLE

**Drawing Revision** 12/19/2022 Designer: KK 12/19/2022 Revised By:KK

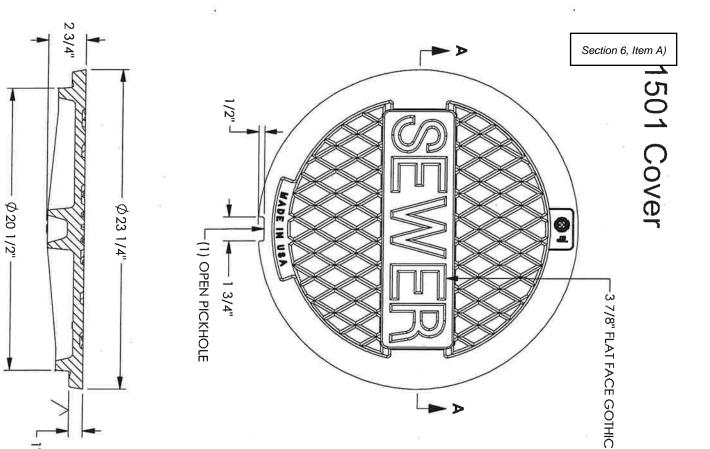
## Disclaimer

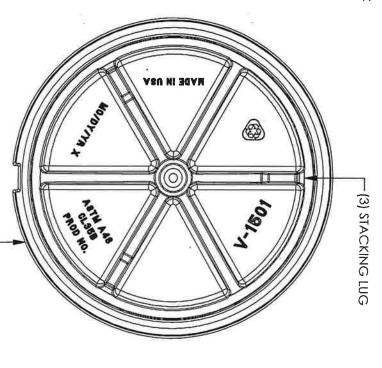
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SECTION A-A









## 41501046 **Product Number**

## **Design Features**

-Materials Gray Iron (CL35B)

-Load Rating Heavy Duty H20

-Open Area n/a

-Coating Undipped

- √ Designates Machined Surface

## Certification -ASTM A48 -AASHTO M306

-Country of Origin: USA

**BOTTOM VIEW** 

-V-1501

-ASTM A48 CL35B -PROD NO. -MO/DY/YR X -MADE IN USA

-RECYCLE

**Drawing Revision** 12/09/2022 Designer: KK 12/09/2022 Revised By:KK

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**Contact** 800 626 4653 ejco.com

SECTION A-A

### **CAST IRON CURB INLETS**

Bid Type: Line Item

Cast iron curb inlets shall be in accordance ASTM A 48 Class 30 material specifications. Curb inlets shall have a minimum opening of 6 5/8 inches by 23 1/4 inches, a minimum weight of 500 pounds, and have a center support cast as part of the inlet. The inlet shall be equal to Vulcan Foundry catalog number V-4302-1 or C. L. Dews & Sons Foundry catalog number DF-2450. Bid price includes delivery to the City of Gluckstadt's City Hall. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024

Bidder: Central Pipe Supply Inc.

Address: 101 Wave st. Pearl, M5 39208

Phone #: <u>601- 939- 3322</u>

Email: mporch @ Central pipe.com

3.5						
ITEM		PROPOSAL	ITEM	UNIT	ŢOŢ	<b>A</b> L
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	<b>PRICE</b>	PRIC	Œ
1.	Cast Iron Curb Inlets Frame & Cover 4ft					
8	With City Seal	5	Each	\$	\$	
2.	Cast Iron Curb Inlets Frame & Cover 4 ft Without City Seal	5	Each	\$	\$	
3.	Cast Iron Curb Inlets Frame & Cover 5 ft With City Seal	5	Each	\$	\$ 70	
4.	Cast iron Curb Inlets Frame & Cover 5 ft Without City Seal	5	Each	Hache	#ach	3
5.	Sewer Manhole Cast Iron Frame & Cover All Diameters With City Seal	5	Each	\$ 0	\$ &   	
6.	Sewer Manhole Cast Iron Frame & Cover Without City Seal	5 *	Each	\$	\$	
7.	Drainage Inlet Manhole Curb Inlet Frame & Cover all Diameters With City Seal	5	Each	\$	\$	
8.	Drainage Inlet Manhole Curb Inlet Frame & Cover all Diameters Without City S	Seal 5	Each	\$	\$	

### BID FORM

To: Mayor and Board of Aldermen City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Central Pipe Supply
(Name)

101 Ware 5+
(Address)
Pearl, M5 39201

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30. 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 23 day of July, 20 23

Central Pipe Supply
(Bidder)



CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944

QUOTE TO:

Quotati Section 6, Item A)

EXPIRATION DATE	E NUMBER				
10/30/2024	S100342471				
CENTRAL PIPE SUPPLY - J	PAGE NO.				
101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	Á.	1 of 4			

SHIP TO:

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CUSTOMER NUMBER	NUMBER CUSTOMER PO NUMBER JOB NAME / RELEASE NUMBER SAI				LESPERSON		
13906	06 ANNUAL BID 10/1/23 - 9/30/24						
WRITER		SHIP VIA	TERMS	SH	IP DATE	FREIGHT ALLOWED	
MICHAEL PC	RCH	OT OUR TRUCK	NET 30 DAYS	07/2	24/2023	Yes	
ORDER QTY		DESCRIPTIO	N	UNIT	PRICE	EXT PRICE	
	CAST IRO	SHIPPING INSTRUM CURB INLETS  FOB GLUCKSTADT, VALID FROM OCT. 1	MS			A	
	4FT CURB SEAL OFFE 44342130 **SPECIAL Pn: 65297	5397.25					
5ea	4FT CURB I INLET FRAI USE #44342	NLET FRAME V4342 ( ME FOR BEHIND THE 2010 ORDER - NON RETUR	CURB	41:	2.650/ea	2063.25	
5ea	4FT CURB I SEAL OFFE PLATE, HEA	NLET COVER - NO CI RED V4342 CURB INL NY DUTY #44342020 ORDER - NON RETUR	ET	513	3.840/ea	2569.20	
Continued on	Next Pag	e *		Subtota S&H Ch			
8		×		Amount	Due		



CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944

QUOTE TO:

SHIP TO:

Quotat Section 6, Item A)

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

USTOMER NUMBER	R CUSTOMER PO NUMBER JOB NAME / RELEAS				SA	ALESPERSON
13906	A	NNUAL BID	10/1/23 - 9/30/2	24		
WRITER	Y	SHIP VIA	TERMS	SH	IP DATE	FREIGHT ALLOWE
MICHAEL PC	RCH	OT OUR TRUCK	NET 30 DAYS	07/24/2023		Yes
ORDER QTY		DESCRIPTION	N	UNIT	PRICE	EXT PRICE
5ea 5ea	CURB INLE CURB HEIG **SPECIAL Pn: 65291 CI CURB IN	INLET FRONT GRATE IT FRONT FRATE FOR IT #44342130 ORDER - NON RETUR LET 5' #V-4343 PLAIN IT FG2343-1		2.770/ea	2163.8 5690.7	
5ea	Pn: 3887 5FT CURB I INLET FRAI JACKSON,	, 44343020 , 44343230 NLET FRAME V4343 0 ME FOR BEHIND CUR MS STANDARD #4434 ORDER - NON RETUR	42	7.620/ea	2138.1	
5ea	OFFERED \ DUMP NO V WATERWA\	NLET COVER- NO CIT /4343 CURB INLET C VASTE! DRAINS TO /S, HEAVY DUTY #44 ORDER - NON RETUR	534	4.110/ea	2670.5	
Continued on		Subtota S&H Ch	I			
			ļ	Amount	Due	



CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-393-3322 Fax 601-932-8944

QUOTE TO:

Quotati Section 6, Item A)

**EXPIRATION DATE** QUOTE NUMBER

10/30/2024 S100342471 PAGE NO. CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944 3 of 4

SHIP TO:

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744 CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CUSTOMER NUMBER	сиѕтомі	ER PO NUMBER	JOB NAME / RELEASE N	UMBER	SA	LESPERSON		
13906	A	NNUAL BID	10/1/23 - 9/30/24	4		×		
WRITER		SHIP VIA	TERMS	SH	IP DATE	FREIGHT ALLOWED		
MICHAEL PO	DRCH	OT OUR TRUCK	NET 30 DAYS	07/:	24/2023	Yes		
ORDER QTY		DESCRIPTIO	N	UNIT	PRICE	EXT PRICE		
5ea 5ea	CURB INLE CURB HEIG #44343230 **SPECIAL Pn: 65296 EJ CI MANI	INLET FRONT GRATE ET FRONT GRATE FOR EHT JACKSON, MS ST  ORDER - NON RETUR  HOLE REVERSIBLE ER COMPLETE "SEWE	R 12-1/2' FANDARD RNABLE**	¥	55.360/ea	2276.80		
5ea	Pn: 65066 EJ USA CI I 4" TALL #00 **SPECIAL	ORDER - NON RETUR	1885.50					
5ea	#V1501 MARKED D	IANHOLE LID ONLY RAIN ORDER - NON RETUR	29	9.150/ea	_ 1495.75			
D	#V1501 MARKED S **SPECIAL Pn: 33327	ORDER - NON RETUR	p   100					
* Continued on	Next Pag	e *		Subtota S&H C				
				Amoun	t Due			



CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944

QUOTE TO:

Quotati Section 6, Item A)

EXPIRATION DATE	QUOTE NUMBER				
10/30/2024	S100342471				
CENTRAL PIPE SUPPLY - J	PAGE NO.				
101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944		4 of 4			

SHIP TO:

CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

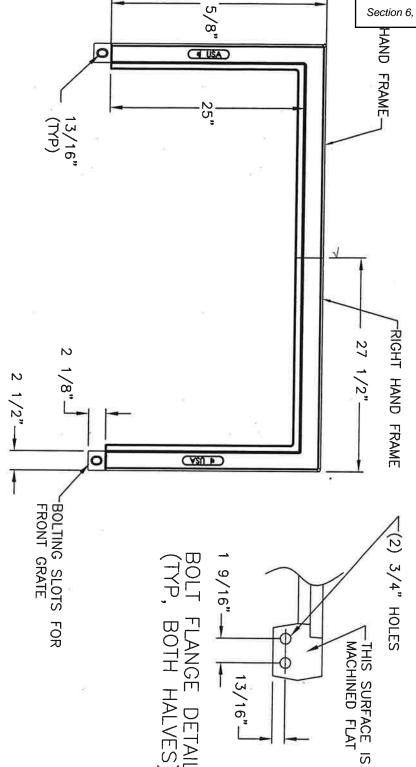
CITY OF GLUCKSTADT 343 DISTRIBUTION DRIVE MADISON, MS 39110-8744

CUSTOMER NUMBER	сиѕтомі	ER PO NUMBER	JOB NAME / RELEASE N	UMBER	SA	SALESPERSON		
13906	Al	NNUAL BID	10/1/23 - 9/30/2	4				
WRITER	80	SHIP VIA	TERMS	SH	IP DATE	FREIGHT ALLOWED		
MICHAEL PO	RCH	OT OUR TRUCK	NET 30 DAYS	07/2	24/2023	Yes		
ORDER QTY		DESCRIPTION	N	UNIT	PRICE	EXT PRICE		
50ea 5ea	Pn: 12083 PRECO PL	ERMA-PATCH UG CEMENT 50# YEL 5 MINUTES	LOW BUCKET		9.500/ea	975.00 309.25		
× and	200		7	14	240	q		
Tax not included Pricing subject t marketplace.	the	Subtota S&H Cl		33804.00 0.00				
				Amoun	t Due	33804.00		

# Section 6, Item A) 4300DI Curb Inlet Frame







27

## 44300016 **Product Number**

## Design Features

-Materials

Ductile Iron (70-50-05)
-Design Load

Heavy Duty

Open Area

n/a

-Coating Undipped

- 

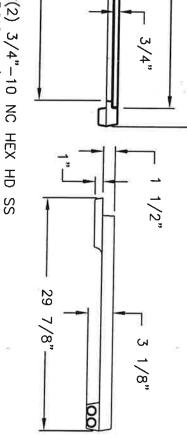
✓ Designates Machined Surface

DETAIL

## Certification

- ASTM A536

-Country of Origin: USA



3/4"-

50 1/8"

ភ្ជ

48 1/4"

BOLTS W/LOCK NUTS

## **Drawing Revision**

02/28/2007 Designer: SBB 01/05/2015 Revised By: DVD 02/28/2007 Designer:

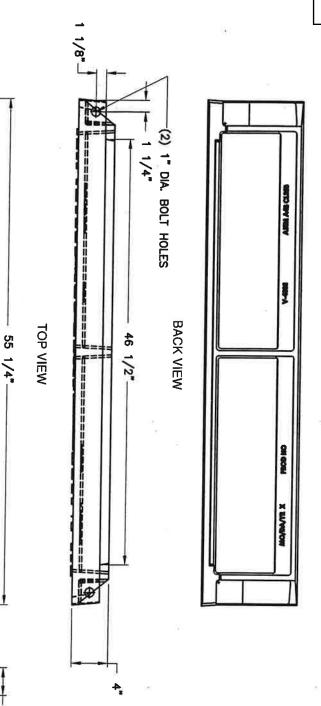
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# V4302 Curb Inlet Front Grate





## 44302030

**Product Number** 

### Design Features -Materials

Gray Iron (CL35B) -Design Load

Heavy Duty -Open Area

305 sq. in. -Coating

Undipped

Designates Machined Surface

## Certification - ASTM A48

-Country of Origin: USA

10 1/2"

1/2

23 1/2" (REF)

DUMP NO WASTEL DRAINS TO WATERWAYS

ş

 $\varpi$ 

**Drawing Revision** 8/18/2005 Designer: TCL 7/14/2020 Revised By: DEF

## Disclaimer

SECTION B-B

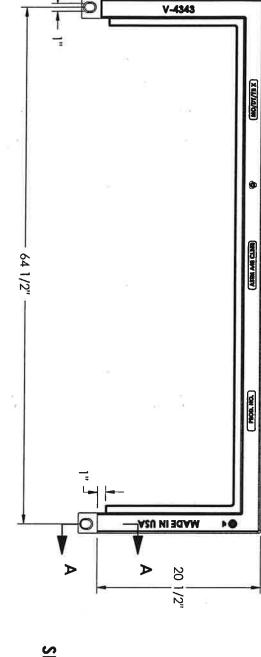
FRONT VIEW

œ

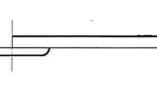
MC-01 TYPE "H" GRATE NOTE: LOUISIANA DOTD

Weights (bs./kg) dimensions (inches/mm) weights (bs./kg) dimensions (inches/mm). We and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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## SIDE VIEW



-Materials
Gray Iron (CL35B)
-Design Load
Non-Traffic
-Open Area

Design Features

44343010 **Product Number** 

-Coating
Undipped

n/a

- ✓ Designates Machined Surface

## Certification

-ASTM A48

-Country of Origin: USA

# 71/8" 23/8"

**FRONT VIEW** 

663/4" -

59 3/4"

62

21/2"

**Drawing Revision**6/6/2008 Designer: KMB
05/18/2016 Revised By: MAH

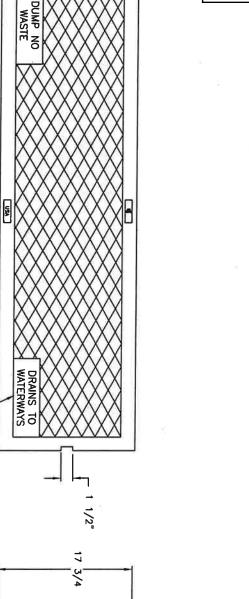
## Disclaimer

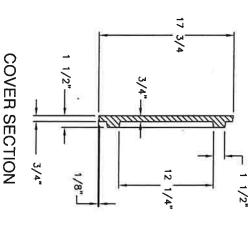
Weights (lbs/kg), dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

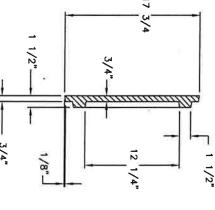
**SECTION A-A** 

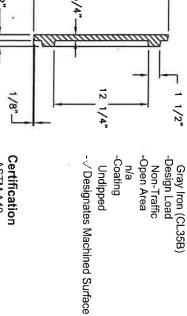
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-Materials

**Design Features** 44343020 **Product Number** 

## Certification

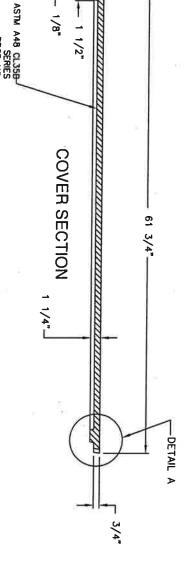
- ASTM A48

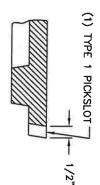
**COVER TOP VIEW** 

3/4" SHARP FACE

COTHIC

-Country of Origin: USA





# PICKHOLE DETAIL A

PROD NO.

**Drawing Revision** 05/12/2006 Designer: KH 1/11/2016 Revised By: TWN

## Disclaimer

Weights (lbs./kg) dimensions (inches/mm) ward drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

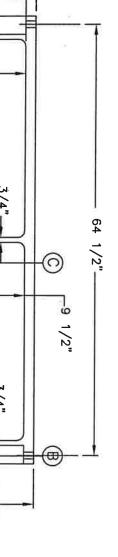
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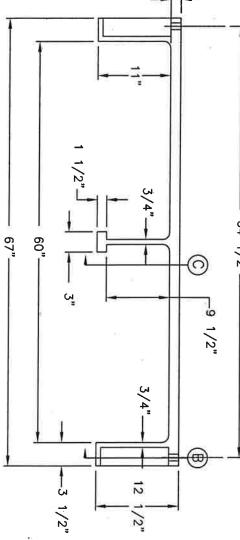
## Contact

# 4343-2 Curb Inlet Front Grate

Section 6, Item A)







**END VIEW** 

X 81/10/09 81570 819 6158





Gray Iron (CL35B)
-Design Load -Open Area -Materials Design Features 44343230 Heavy Duty

**Product Number** 

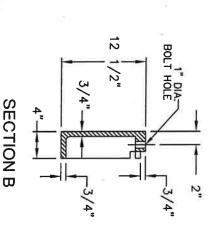
-Coating 648 SQ IN

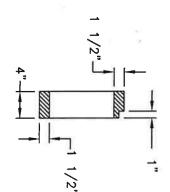
-√Designates Machined Surface Undipped

-Country of Origin: USA

Certification - ASTM A48

# **GRATE FRONT VIEW**





SECTION C

## **Drawing Revision**

11/7/2022 7/14/2000 Designer: BAI Revised By: JIJ

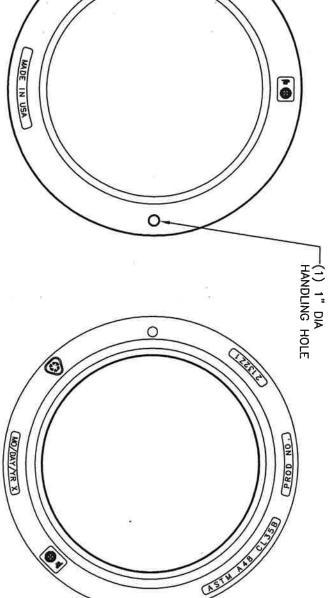
## Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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800 626 4653 ejco.com Contact

# Section 6, Item A) 2132Z1 Frame





1/2" \_

23 1/2" DIA

23 1/2" DIA

22" DIA

30" DIA -

FRAME SECTION

24 3/4"-







## 00213215 **Product Number**

## **Design Features** -Materials

- Gray Iron (CL35B)
  -Design Load
- -Open Årea Heavy Duty

- -Coating
- Undipped
- √ Designates Machined Surface

## Certification - ASTM A48

-Country of Origin: USA

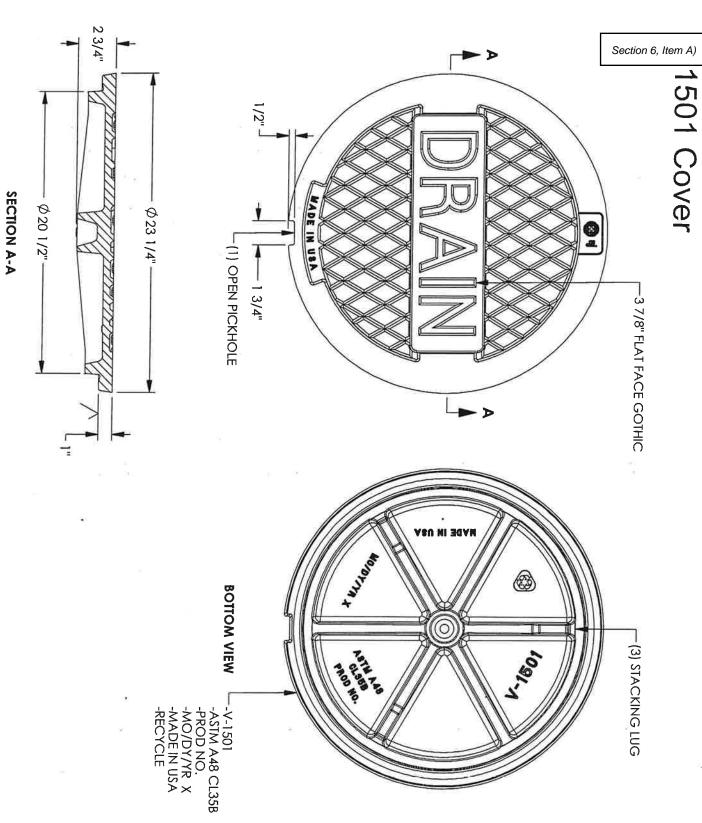
## Drawing Revision

06/04/2003 Designer: DEW 5/30/2017 Revised By: CSF

## Disclaimer

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## **Design Features**

41501031

-Load Rating -Materials Gray Iron (CL35B)

Heavy Duty H20 -Open Area

-Coating

- ✓ Designates Machined Surface Undipped

## Certification

-ASTM A48 -AASHTO M306

-Country of Origin: USA

**Drawing Revision**12/19/2022 Designer: KK
12/19/2022 Revised By:KK

## Disclaimer

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Section 6, Item A)





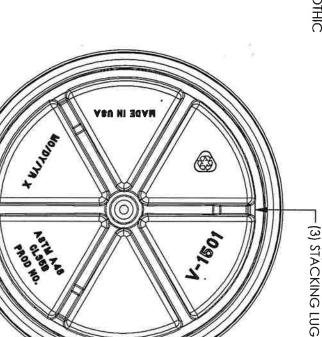


WADE IN USA

Certification -ASTM A48 -AASHTO M306

-Country of Origin: USA

-(1) OPEN PICKHOLE -1 3/4"



-Coating Undipped

- ✓ Designates Machined Surface

-Load Rating Heavy Duty H20

-Open Area



-MO/DY/YR X -MADE IN USA -RECYCLE

**Drawing Revision**12/19/2022 Designer: KK
12/19/2022 Revised By:KK

Disclaimer
Weights (bs/kg), dimensions (inches/mm)
and drawings provided for your guidance. We
reserve the right to modify specifications without
prior notice.

2 3/4"

Ø23 1/4"-

**SECTION A-A** 

Ø 20 1/2"-

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Contact



**Product Number** 

41501031

**Design Features** 

-Materials

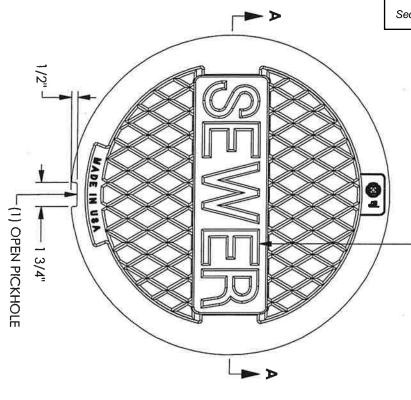
Gray Iron (CL35B)

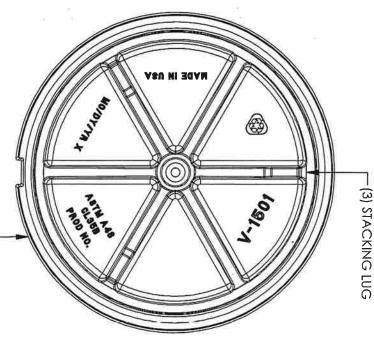


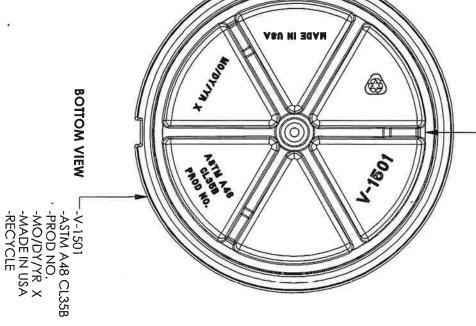




## Section 6, Item A) 1501 Cover -3 7/8" FLAT FACE GOTHIC











41501046 **Product Number** 

## **Design Features**

-Materials Gray Iron (CL35B)

-Load Rating

Heavy Duty H20 -Open Area

-Coating n/a

Undipped

- ✓ Designates Machined Surface

## Certification

-ASTM A48 -AASHTO M306

-Country of Origin: USA

**Drawing Revision**12/09/2022 Designer: KK
12/09/2022 Revised By:KK

2 3/4"

Ø23 1/4"

SECTION A-A

Ø 20 1/2"-

Disclaimer
Weights (bs/kg), dimensions (inches/mm)
and drawings provided for your guidance. We
reserve the right to modify specifications without
prior notice.

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## Contact

### CERTIFICATION OF LOW BID

### AGGREGATE, SOIL AND FILL MATERIALS

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Alm. make

WITNESS my signature, this the 25th day of July 2023.

CITY OF GLUCKSTADT
PUBLIC WORKS DEPARTMENT
Project: Annual bid materials and services.
Bids Received July 25, 2023
Project: Aggregate, Soil and fill Materials

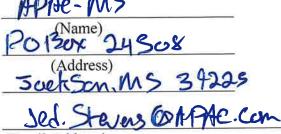
		0				-						_		0	0	0	0
	TOTAL	00.0	1,300.00	0.00	362.50	800.00	0.00	00.00	0.00	0.00	00 0	00.0	00.0	0.00	1,175.00	00.0	00'0
APAC	UNIT	N/B	28.00	N/B	7.25	16,00	N/B	N/B	N/B	N/B	N/B	N/B	800	N/B	23.50	88	N/B
	UNIT	50 Ton	50 Ton	50 Ton	So Ton	50 Ton	50 Ton	50 Ton	50 Ton	50 Ton	50 Ton	So Ton	50 Ton	So Ton	50 Ton	Ton	100 Ton
	PROPOSAL	0	20	8	99	20	90	90	.20	20	92	20	90	20	20	100 Ton	100
	RIPTION	Γ	Washed Road Gravel	River Sand Unwashed & Schreened	Concrete Sand	Mason Sand	Pea Gravel	Red Sand	Top Soil	Red Sugar Sand	Bedding Material Class B	Class C	Class C Modified	Crushed Limestone	Crushed Concrete	100 Pound Rip-Rap	200 Pound Rin-Ran
	ITEM ITEM NO. DESC	-	ev.	m	4	'n	ď,	7	80	ch.	10.	3	<u>@</u>	=	12	5	ž

### **BID FORM**

To: Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From:



001-940-9

(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of 51, 2023

(Bidder)

By: Sed Stevens

(Signature)

### ADVERTISEMENT FOR BIDS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials

Drainage Pipe - Concrete

Drainage Pipe & Structures (Installation Only)

Asphalt (FOB – Plant) (6 month)

Asphalt (FOB - City of Gluckstadt) (6 month)

Pre-Cast Concrete Drainage Structures Materials

Concrete Installation and Repair, Labor and Materials

Concrete Materials and Supplies

Pre-cast Concrete Manholes

Pest Control Chemicals

Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting

(Diamond Grade) Traffic Signs

Street Sign Posts and Miscellaneous Material

Construction Work Zone Sign and Equipment Rental

Temporary Painted Traffic Markings

Permanent Thermoplastic Pavement Markings

Heat Fused Durable Retro-flective Preformed Pavement Markings

Decorative Street Name Signs & Posts

Vehicle Loop Assemblies

Crack Sealant (Hot Applied)

Stamping and Printing Asphalt Pavement

### Official bid documents can be downloaded from Central Bidding at

https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at 225.810.4814 or 833.412.5717 (toll free). All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at <u>10:00 am</u>, <u>July 25</u>, <u>2023</u> in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS

Hand Delivery: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison,

MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

CITY OF GLUCKSTADT, MISSISSIPPI

BY: <u>/s/Lindsay Kellum</u> Lindsay Kellum, City Clerk

Publish: July 6, 2023 and July 13, 2023

Furnish 2 proofs of publication/City of Gluckstadt

### INSTRUCTIONS TO BIDDERS

<u>PREPARATION OF PROPOSAL</u>: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

### All proposals shall be submitted in **DUPLICATE** and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

Bid Security: Each bid for labor must be accompanied by a certified check of the bidder or a bid bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

Liquidated Damages for Failure to Enter into Contract (Labor Bids): The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Gluckstadt, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the line item bid unless otherwise specified, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

INTERPRETATION OF BID DOCUMENTS: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

<u>BIDDERS CERTIFICATION:</u> The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

GENERAL INFORMATION: Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase



### AGGREGATE, SOIL AND FILL MATERIALS

### Bid Type: Line Item

All aggregate, soil and fill materials shall be in accordance with the 1990 edition of Mississippi Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation. Prices to include delivery to the City of Gluckstadt at various street locations. Bid Prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Bidder: APAC MS
Address: 393 O'Rexus Road Fob Only-Benton Dant

Phone #: 101-990-9240
Email: Sed. Stevus & APAC.com

ITEM		PROPOSAL	ITEM	UNIT	TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE	PRICE
1,0.					
1.	Clay Gravel	50	Ton	\$	_\$
2.	Washed Road Gravel	50	Ton	\$26.5	-\$
3.	River Sand Unwashed & Screened	50	Ton	\$	\$
4.	Concrete Sand	50	Ton	\$7. ==	_\$
5.	Mason Sand	50	Ton	\$ 16.00	\$
6.	Pea Gravel	50	Ton	\$	_\$
7.	Red Sand	50	Ton	\$	_\$
8.	Top Soil	50	Ton	\$	_\$
9.	Red Sugar Sand	50	Ton	\$	_\$
10.	Bedding Material				
	(a)Class B	50	Ton	\$	_\$
	(b)Class C	50	Ton	\$	_\$
	(c)Class C Modified	50	Ton	\$	\$
11.	Crushed Limestone	50	Ton	\$	_\$
12.	Crushed Concrete	50	Ton	\$	_\$
13.	100 Pound Rip-Rap	100	Tons	\$	_\$
14.	200 Pound Rip-Rap	100	Tons	\$	_\$

Note: Random spot checks of the above noted items weight tickets may be made. The Contractor shall furnish the Contracting Officers Representative a spot check weight ticket measured to the nearest 0.1 ton from a Mississippi State Bureau of Weights and Measures certified scale. The scale shall be nearest or most convenient to the construction site and the Contracting Officers Representative shall be present during the weighing for the spot check. Variations of the weights shown on the delivery tickets from that of the spot check weights in

### FORM #4-A

### **ASPHALT**

### **Bid TYPE: Line Item**

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE BASED ON F.O.B. AT PLANT, LOADED IN CITY OF GLUCKSTADT TRUCKS OR FOB DELIVERED TO VARIOUS LOCATIONS IN CITY OF GLUCKSTADT. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Bidder: APAe-MS Address: 179 Marietta Was				FOB Contan Asphilt 12/2		
Phone #: 601-940 - 9240 Email:						
ITEM	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE	
1,	Base Course 13. (BB-1A) Loaded	-1 type &	Ton	\$ 90.º	\$	
2.	Base Course (BB-1A) Delivere	100 d	Ton	\$	\$	
3.	Base Course (BB-1B)Loaded	100	Ton	\$	\$	
4.	Base Course (BB-1B)Delivered	100	Ton	\$	\$	
5.	Surface Course (SC-2)Loaded	100	Ton	\$	\$	
6.	Surface Course (SC-2) Delivered	100	Ton	\$	\$\$	
7.	Surface Course (SC-1A)Loaded	100	Ton	\$	\$	
8 .	Surface Course (SC-1A) Delivered	100	Ton	\$	\$	

9.	Surface Course (SC-1B)Loaded	100	Ton	\$ 00	\$ 
10.	Surface Course (SC-1B) Delivered	100	Ton	\$	\$

### FORM #5

### **ASPHALT**

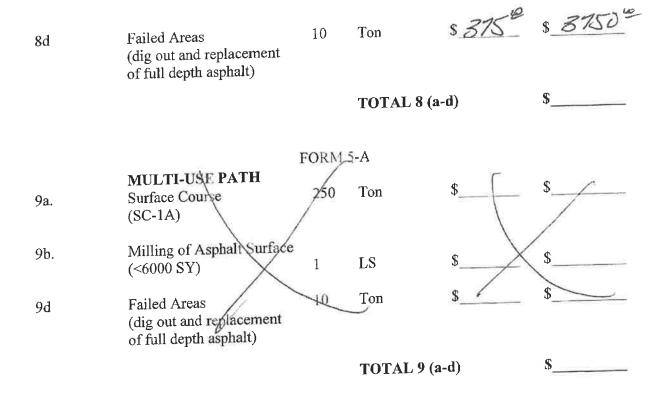
Bid Type: Line Item

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE F.O.B. CITY OF GLUCKSTADT, INSTALLED AT VARIOUS LOCATIONS. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Bids shall run Bidder : Address:				1	
Phone #: Email:					
Email.			******** f	UNIT	TOTAL
ITEM	ITEM	PROPOSAL	ITEM	PRICE	PRICE
NO.	DESCRIPTION	QUANTITY	UNIT	ro ro	16
1.	Cold Mix	10	Ton	\$ 155	\$ 1550
2.	Base Course (BB-1A),	100	Ton	s_185°	\$ 1850000
3.	Surface Course	100	Ton	s 185 e	\$ 18500
4.	(SC-1B)  Failed Areas (dig out and replacem of full depth asphalt)		Ton	\$ 375°	\$ 3750 6
5a.	LOCAL ROADS Surface Course (SC-1A)	1,000	Ton	\$_ <i>138</i> _@	\$ /38000
5b.	Milling of Asphalt S (<3000 SY)	urface 1	LS	\$ 18500	\$ 18500 00
5c.	Milling of Asphalt S (>3000 SY)	urface 4,000	SY	\$ 60	\$ 18500 = \$ 24000 = \$ 3750°
5d	Failed Areas (dig out and replacer of full depth asphalt)	10 meńt	Ton	\$ 375	\$ 3750-
			TOTAL 5 (a-d)		\$

## FORM 5-A

6a.	COLLECTOR ROADS Surface Course (SC-1A)	1,000	Ton	s 138 m	\$ 13800=
6b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$ <u>1850</u> 0	\$_18500°
6c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$ 625	\$ 25000°
6d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ <u>375</u>	\$ 3780-
			TOTAL 6 (a-	-d)	\$
7a.	ARTERIAL ROADS Surface Course (SC-1A)	1,000	Ton	\$ 1450	\$ 14500°
7b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$ 19000	\$ 190000
7c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$ 625	\$ 79000° \$ 25000° \$ 3750°
7d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ 375	\$ 3750
			TOTAL 7 (a	-d)	\$
	PARKING LOTS			1.1-10	W/C019
8a.	Surface Course (SC-1A)	1,000	Ton	\$ 145	\$ 14500
8b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$20000	\$ 14500° \$ 2000° \$ 2800°
8c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$ 700	\$ 28000 0



#### Notes:

- All Bid Prices, except Item #1, include hauling, labor, equipment, materials, and installation at various locations designated by the City of Gluckstadt.
- 2. Item # 1 Bid Price includes labor, materials and hauling to the City of Gluckstadt's Street Department Shop.
- The quantities specified are <u>not</u> actual quantities proposed for immediate purchase, but are simply estimated quantities used to establish unit prices for purchases by the City for the six month term.
- 4. The hot mix asphalt (HMA) mixtures shall meet the following production requirements. At least 10 days prior to the start of work the Contractor shall submit for approval by the City Engineer a proposed job-mix formula (JMF) signed by a Certified Mixture Design Technician meeting the requirements listed in the City of Gluckstadt Subdivision Regulations.
- 5. For items 5-8 the application of asphalt shall commence no later than 48 hours and be completed no later than 96 hours from the time milling of the street under repair is commenced. Failure to comply with this requirement will result in \$500.00 per day in liquidated damages. The Public Works Director will determine if rain days or other environmental conditions warrant an extension of time. The City at is option will execute the Contractors bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works

#### CERTIFICATION OF LOW BID

#### DRAINAGE PIPE CONCRETE AND MATERIAL ONLY

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation.

Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Jum mial

WITNESS my signature, this the 25th day of July 2023.

#### CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

#### **BID TABULATION**

Project: Annual Bid Materials and Services. Bids Received 25-Jul-23

Project: Drainage Pipe - Concrete (Materials Only)

BIDDER
Design Precast
P O Box 2401
Gulfport MS

				Gulfport MS	
ITEM	ITEM	PROPOSAL	UNIT		TOTAL
	DESCRIPTION	QUANTITY	ITEM	PRICE	PRICE
1. (a)	15" Diameter	480	LF	22.75	10,920.00
11	15" Diameter FES	1	Each	740.39	740.39
2. (a)	18" Diameter	480	LF	31.20	14,976.00
	18" Diameter FES	1	Each	890.39	890.39
3. (a)	24" Diameter	480	LF	47.78	
1997	24" Diameter FES	1	Each	1,190.39	1,190.39
4. (a)	30" Diameter	8	LF	68.90	551.20
-5.0	30" Diameter FES	1	Each	1,565.39	1,565.39
5. (a)	36" Diameter	8	LF	89.38	715.04
	36" Diameter FES	1	Each	2,090.39	2,090.39
	2.1				
6. (a)	42" Diameter	8	LF	111.48	891.84
Sec. 1.1	42" Diameter FES	1	Each	No Bid	No Bid
					1
7. (a)	48" Diameter	8	LF	141.05	1,128.40
1	48" Diameter FES	1	Each	3,065.39	3,065.39
	16 Blameter I 26	-			
8. (a)	18" x 11"	8	LF	32.90	263.20
(b)	18" x 11" FES	1	Each	No Bid	No Bid
(5)	10 X 11 1 20				
9. (a)	22" x 13"	8	LF	40.95	327.60
11 ' '	22" x 13" FES	1	Each	890.39	890.39
(5)	22 10 120	-			
10. (a)	29" x 18	8	LF	57.05	456.40
' '	29" x 18 FES	1	Each	1,190.39	1,190.39
(6)	20 X 10 1 20				
11. (a)	36" x 23"	8	LF	68.60	548.80
(b)	36" x 23" FES	1	LF	1,565.39	1,565.39
(6)	00 720 120				
12. (a)	44" x 27"	8	LF	94.15	753.20
(b)	44" x 27" FES	1	Each	2,090.39	2,090.39
(6)	41 727 120			,	
13. (a)	51" x 31"	8	LF	121.80	974.40
(b)	51" x 31" FES	1		2,259.39	1
(5)					
14. (a)	58" x 36"	8	Each	155.05	1,240.40
(b)	58" x 36" FES	1		3,065.39	
II (8)					
				TOTAL	\$77,284.56

Form G Section 6, Item A)

#### **BID FORM**

To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Design Precast & Pipe

(Name) P.O. Box 2401 Gulffort, MS 39505

rgregory@designPrecast.com

(Email Address)

(228) 831 - 5833

(Phone #)



In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30. 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 24 day of July . 20 23

Design Precast & Pipe (Bidder) By: CHEK A. FORE

KE PRESIDENT

(b)	51" x 31"FES	1	Each	\$ <u>2259.39</u> \$ <u>2,259.39</u>
14.a)	58" x 36"	8	LF	\$ 155.05 \$ 1240.40
(b)	58" x 36"FES	1	Each	\$ 3065.39 \$ 3065.39

TOTAL BID \$ 77,284.56

FORM # 4 DRAINAGE PIPE & STRUCTURES
INSTALLATION ONLY

#### Bid Type: Total Base Bid

Prices include labor for installation of drainage pipe and structures for the City of Gluckstadt at various street locations, in varying conditions, all installed in accordance with the latest edition of Mississippi Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation. The prices bid for installation of drainage pipe shall provide full compensation for installing pipe of various materials (concrete, plastic, steel, etc.) at the sizes and depths listed in the bid form. The prices shown below do not include drainage pipe or drainage structure materials. The City of Gluckstadt will provide these materials to the Contractor. Incidental materials and work necessary to complete the work under this section and not listed below will not be measured separately for payment. The City at its option will execute the Contractor's bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors' bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works Director in extraordinary circumstances. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Bidde						
Addre	ss:					
Phone	#:					
Email:						
	ITEM	PROPOSAL	ITEM	UNIT	TOTAL	
<u>NO.</u>	DESCRIPTION	QUANTITY	UNIT	PRICE	PRICE	•
1.(a)—	–15" Diameter—— 0'- 5'Depth of Cut	480	_L.F		\$	And the second second second
(b)	15" Diameter 5'-10'Depth of Cut	100	L.F.	\$	\$	
(c)	15" Diameter 10'-15' Depth of Cut	20	L.F.	\$	\$	
2.(a)	18" Diameter 0'-5' Depth of Cut	480	L.F.	\$	\$	
(b)	18" Diameter 5'-10' Depth of Cut	100	L.F.	\$	\$	
(c)	18" Diameter 10'-15' Depth of Cut	20	L.F.	\$	\$	
3.(a)	24" Diameter 0'-5' Depth of Cut	480	L.F.	\$	\$	
(b)	24" Diameter	100	L.F.	\$	\$	

#### CERTIFICATION OF LOW BID

#### DRAINAGE PIPE CONCRETE AND INSTALLATION ONLY

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Gol M. Mill

WITNESS my signature, this the 25th day of July 2023.

#### CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

#### **BID TABULATION**

Project: Annual Bid Materials and Services.
Bids Received 25-Jul-23
Project: Drainage Pipe Installation Only

BIDDER

Blurton and Banks

655 Ridgewood Rd Jackson, MS

Jackson, MS

ITEM ITEM PROPOSAL NO. DESCRIPTION QUANTITY	UNIT	UNIT	TOTAL
	1		
	ITEM	PRICE	PRICE
1. (a) 15 - Inch Diameter 480	LF	22.00	10,560.00
(b) 14 Inch Diameter 5-10 ' cut 100	LF	25.00	2,500.00
(c) 15 Inch Diameter 10-15' cut 20	LF	28.00	560.00
	- ·		
2. (a) 18 - Inch Diameter 480	Each	25.00	12,000.00
(b) 18" Diameter FES 100	Each	30.00	
(c) 18- Inch Diameter 20	Each	35.00	700.00
(c) 10- mon blameter	Lacin	00.00	
3. (a) 24 - Inch Diameter 480	LF	28.00	13,440.00
	LF	34.00	
	LF	40.00	
(c) 24" Diameter 10-15 cut 20	-	40.00	000.00
4. (a) 30 - Inch Diameter 0-5" cut 100	LF	33.00	3,300.00
	LF	38.50	
(-)	LF	45.00	
(c) 30" Diameter 10-15" 20	Lr	45.00	300.00
5. (a) 36 - Inch Diameter 0-5" cut 100	LF	38.00	3,800.00
(4)	LF	43.00	
(b) 36" Diameter 5-10" cut 100			
(c) 36" Diameter 10-15" cut 20	LF	49.00	980.00
6. (a) 42" Diameter 0-5" cut 100	LF	44.00	4,400.00
	LF	50.00	
(b) 42" Diameter 5-10" cut 100		55.00	
(c) 42" Diameter 10-15" cut 20	LF	55.00	1,100.00
7. (a) 48" Diameter 0-5" cut 100	LF	48.00	4,800.00
()	LF	54.00	
		1	
(c) 48" Diameter 10-15" cut 20	LF	60.00	1,200.00
100	LF	23.00	2,300.00
8 (a) 18" x 11" 0-5' cut 100		28.00	
(b) 18" x 11 5-10' cut 100	LF		
(c) 18" x 1110-15' cut 20	LF	32.00	640.00
50	. –	20.00	1 400 00
9. (a) 22" x 13" 0-5' cut 50	LF	28.00	
(b) 22" x 13" 5-10' cut 50	LF	34.00	1
(c) 22" x 13" 10-15" cut 20	LF	39.00	780.00
	\. <del>.</del> .	24.00	1 550 00
10. (a) 29" x 18" 0-5" cut 50	LF	31.00	
(b) 29" x 18" 5-10' cut 50	LF	37.00	
(c) 29 x18 " 10-15' cut 20	LF	43.00	860.00
	l		
∥11. (a)	LF	36.00	1,800.00

	12" to 48" om height)				
27	36" x 48" Catch Basin (4'-6' max height in 3" increments	1	EA	3,300.00	3,300.00
28	36" x 48" Riser Section (Purchased in 3" incremetns from 12" to 48" in height)	3	Inches	275.00	825.00
29	36" x 60" Catch Basin (4' x 6' max height in 3" increments)	1	EA	3,600.00	3,600.00
30	36" x 60" Riser Section (Purchased in 3" increments from 12" to 48 in height)	3	Inches	300.00	900.00
31	48" x 48" Catch Basin (4'-6' max height in 3" increments	1	EA	3,850.00	3,850.00
32	60" x 60" Catch Basin (4'-6' max height in 3" increments	11	EA	4,250.00	4,250.00
33	24' x 48" Type 1, Catch Basin (4'-6' max height in 3")	1	EA	2,900.00	2,900.00
34	36" x 60" Curb Inlet (no wing extensions & 4'-6' max height in 3" increments)	1	EA	3,650.00	3,650.00
35	36" x 60" SS-2 Curb Inlet (two 60" wing extensions & 4'-6' max height in 3" increments)	1	EA	3,950.00	3,950.00
36	36" x 60" SS-2 Curb Inlet (one 60" wing extesnsion & 4'-6" max height in 3" increments)	1	EA	3,800.00	3,800.00
37	36" x 60" Curb Inlet Top Section (no wing extensions) Standard Height	1	EA	900.00	900.00
38	36" x 60" SS-2 Curb Inlet Top Section (two 60" wing extensions) Standard Height	1	EA	1,800.00	1,800.00
39	36" x 60" SS-2 Curb Inlet Top Section (one 60" wing extension) Stantard Height	1	EA	2,400.00	2,400.00
40	Supply & Install Select Bedding	150	CY	36.00	5,400.00
41	Supply & Install Select Backfill	300	CY	20.00	6,000.00

Section 6, Item A)

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	11	-	
V	1,		
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		\$	
		*	

					_	
13.a)	51" x 31"	8	LF	\$	\$	
(b)	51" x 31"FES	1	Each	\$	\$	
14.a)	58" x 36"	8	LF	\$	\$	
(b)	58" x 36"FES	1	Each	\$	\$	_
				TOTAL	BID \$	

# FORM # 4 A DRAINAGE PIPE & STRUCTURES INSTALLATION ONLY

Bid Type: Total Base Bid

Prices include labor for installation of drainage pipe and structures for the City of Gluckstadt at various street locations, in varying conditions, all installed in accordance with the latest edition of Mississippi Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation. The prices bid for installation of drainage pipe shall provide full compensation for installing pipe of various materials (concrete, plastic, steel, etc.) at the sizes and depths listed in the bid form. The prices shown below do not include drainage pipe or drainage structure materials. The City of Gluckstadt will provide these materials to the Contractor. Incidental materials and work necessary to complete the work under this section and not listed below will not be measured separately for payment. The City at its option will execute the Contractor's bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors' bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works Director in extraordinary circumstances. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Bidder: Bluefon Banks + Associates

Address: 6055 Ridgewood Rd. suite D

Jackson, Ms

Phone #: 601-957-2055

Email: 641-442 6025/165

ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE
1.(a)	15" Diameter	480	L.F.	\$ 22.00	s 10,560.00
(b)	0'- 5'Depth of Cut 15" Diameter	100	L.F.	\$ 25.00	\$_2,500.°°
(c)	5'-10'Depth of Cut 15" Diameter	20	L.F.	\$ 28.00	\$ <u>560.€</u>
2.(a)	10'-15' Depth of Cut 18" Diameter	480	L.F.	s 25.00	s_12,000.00
(b)	0'-5' Depth of Cut 18" Diameter	100	L.F.	\$ 30.00	\$ 3,000.00
(c)	5'-10' Depth of Cut 18" Diameter 10'-15' Depth of Cut	20	L.F.	\$ 35.00	\$ 700.°°
3.(a)	24" Diameter 0'-5' Depth of Cut	480	L.F.	\$ 28.00	\$ 13,440.°°

				21.00	7 42000
(b)	24" Diameter	100	L.F.	\$ 34.00	\$ 3,400,00
(c)	5'-10' Depth of Cut 24" Diameter	20	L.F.	\$ 40.00	\$ 800.00
(-)	10'-15'Depth of Cut				2 200 00
4.(a)	30" Diameter	100	$L.F_{\star}$	\$ 33.00	\$ 3,300.00
	0'-5' Depth of Cut				
			FORM 4A		
(1.)	20# D'	100	L.F.	s 38.50	\$ 3.850.00
(b)	30" Diameter	100	L.F.	\$	<u> </u>
(a)	5'-10' Depth of Cut 30" Diameter	20	L.F.	\$ 45.00	\$ 900.00
(c)	10'-15' Depth of Cut	20	2.1	100	
5.(a)	36" Diameter	100	L.F.	\$ 38.00	\$ 3,800.00
J.(a)	0'-5' Depth of Cut				
(b)	36" Diameter	100	L.F.	\$ 43.00	\$ 4,300.
(0)	5'-10' Depth of Cut			C2014C3200 320 <b>3</b> 00	222 00
(c)	36" Diameter	20	$L.F_{*}$	\$ 49.00	\$ 980.20
( )	10'-15' Depth of Cut			100	1111000
6.(a)	42" Diameter	100	L.F.	\$ 44.00	\$ 4,400.00
, .	0'-5' Depth of Cut			* ~ ~ ~ ~ ~ ~	o connol
(b)	42" Diameter	100	L.F.	\$ 50.00	\$ 5,000.00
	5'-10' Depth of Cut	2.0	T II	\$ 55.00	\$ 1,100.00
(c)	42" Diameter	20	L.F.	\$ <u></u>	Φ <u>1,100</u> .
<b>-</b> ( )	10'-15' Depth of Cut	100	L.F.	\$ 48.00	\$ 4,800.00
7.(a)	48" Diameter	100	L.F.	Ψ	
(h)	0'-5' Depth of Cut 48" Diameter	100	L.F.	s *54.00	\$ 5,400.00
(b)	5'-10' Depth of Cut	100	<b>L</b> 7.1 •		•
(c)	48" Diameter	20	L.F.	\$ 60.00	\$ 1,200.00
(0)	10'-15' Depth of Cut				
8.(a)	18" x 11"	100	L.F.	\$ 23.00	\$ 2,300.00
()	0'-5' Depth of Cut			1 4 00	. 2 ~ 40 00
(b)	_	100	L.F.	s_d8.00	\$ 2,800,00
	5'-10' Depth of Cut		_		\$ 640.00
(c)	18" x 11"	20	L.F.	\$ 32.00	\$ 640.=
	10'-15' Depth of Cut	50	Y E	\$ 28.00	\$ 1,400,00
9.(a)	22" x 13"	50	L.F.	\$ 28. =	
4.5	0'-5' Depth of Cut	50	L.F.	\$ 34.00	s 1,700.00
(b)	22" x 13"	30	L.F.		Ψ <u>.,,,,,,,</u>
(a)	5'-10' Depth of Cut 22" x 13"	20	L.F.	\$ 39.00	\$ 780.00
(c)	10'-15' Depth of Cut	20	D.I.		
10.a)	29" x 18"	50	L.F.	\$ 31.00	\$ 1,550.00
10.4)	0'-5' Depth of Cut				1 100
(b)	29" x 18"	50	L.F.	s_37.00	\$ 1,830.°
(-)	5'-10' Depth of Cut				- 61000
(c)	29' x 18"	20	L.F.	\$ 43.00	\$ <u>860.00</u> \$ <u>1,800.00</u>
	10'-15' Depth of Cut	_		\$ 36.00	0 100000
11.a)	36" x 23"	50	L.F.	\$	\$ 1,000.
	0'-5' Depth of Cut				

(b)	36" x 23"	50	L.F.	\$ 40.00	\$_2,000.00
(c)	5'-10' Depth of Cut 36" x 23"	20	L.F.	\$ 45.00	\$ 900.00
12.a)	10'-15' Depth of Cut 44" x 27" 0'-5' Depth of Cut	50	L.F.	\$ <u>45.50</u>	\$ 2,275.00
			FORM 4A		
(b)	44" x 27" 5'-10' Depth of Cut	50	L.F.	\$ 51.00	\$ 2,550.00
(c)	44" x 27" 10'-15' Depth of Cut	20	L.F.	\$ 58.00	\$ 1,160.00
13.a)	51" x 31" 0'-5' Depth of Cut	50	L.F.	\$ 46.00	\$_2,300.=
(b)	51" x 31"	50	L.F.	\$ 50.00	\$ 2,500.
(c)	5'-10 Depth of Cut 51" x 31"	20	L.F.	\$ 55.00	\$ 1,100.00
14.a)	10'-15' Depth of Cut 58" x 36"	50	L.F.	\$ 52.00	\$ 2,600.00
(b)	0'-5' Depth of Cut 58" x 36"	50	L.F.	\$ 57.00	\$ 2,850.00
(c)	5'-10' Depth of Cut 58" x 36"	20	L.F.	\$ 60.00	s 1,200.00
	10' - 15' Depth of Cut				n 08
15	12" x 12" Catch Basin	1	EA	\$_1,500.°	
16	18" x 18" Catch Basin	1	EA.	\$ 1,950.00	\$ <u>1,950.00</u>
17	24" x 24" Catch Basin (4'-6" max height in 3" increments)	1	EA.	\$ <u>2,400.</u> °°	\$ 2,400.00
18	24" x 24" Riser Section (Purchased in 3" increments from 12" to 48" in height)	3	Inches	\$ <u>d25.00</u>	\$ 675.°
19	24" x 36" Catch Basin (4'-6" max height in 3" increments)	1	EA.	\$ <u>1,750.</u> ≈	\$ 2,750.00
20	24" x 36" Riser Section (Purchased in 3" increments from 12" to 48" in height)	3	Inches	\$ <u></u>	\$ 675,°°
21	24" x 48" Catch Basin (4'-6" max height in 3" increments)	1	EA.		\$ <u>2,850</u> .9
22	24" x 48" Riser Section	3	Inches	\$ 250.00	\$ 750.00

## (Purchased in 3" increments from 12" to 48" in height)

23	30" x 30" Catch Basin (4'-6" max height in 3" increments)	1	FORM 4-A EA.	\$ <u>2,800.</u>
24	30" x 30" Riser Section (Purchased in 3 " increments from 12" to 48" in height)	3	Inches	\$ <u>250.22</u> \$ <u>750.00</u>
25	36" x 36" Catch Basin (4'-6" max height in 3" increments)	1	EA.	\$ <u>3,000.99</u> \$ <u>3,000.99</u>
26	36" x 36" Riser Section (Purchased in 3" increments from 12" to 48" in height)	3	Inches	\$ <u>275.00</u> \$ 825.00
27	36" x 48" Catch Basin (4'-6" max height in 3" increments)	1	EA.	\$ 3,300.°° \$ 3,300.°°
28	36" x 48" Riser Section (Purchased in 3" increments from 12" to 48" in height)	3	Inches	\$ 275.00 \$ 825.00
29	36" x 60" Catch Basin (4'-6" max height in 3" increments)	1	EA.	\$ 3,600.°° \$ 3,600.°°
30	36" x 60" Riser Section (Purchased in 3" increments from 12" to 48" in height)	3	Inches	\$ 300.ºº \$ 900.ºº
31	48" x 48" Catch Basin (4'-6" max height in 3" increments)	1	EA.	\$ 3,850. ° \$ 3,850. °
32	60" x 60" Catch Basin (4'-6" max height in 3" increments)	1	EA.	\$ <u>4,250.00</u> \$ <u>4,250.00</u>
33	24" x 48" Type 1, Catch Basin (4'-6" max height in 3"	1	EA.	\$ <u>2,900.</u> \$ <u>2,900.</u> €

increments)

	merements)			
	36" x 60" Curb Inlet 1 (no wing extensions & 4'-6" max height in 3" increments)	EA.		\$3,650. 2 \$ 3,650. 2
35	36" x 60" SS-2 Curb Inlet	FORM 4 1	-A EA.	\$ <u>3,950.9</u> \$ <u>3,950.</u> 9
	(two 60" wing extensions & 4'-6" max height in 3" increments)			
36	36" x 60" SS-2 Curb Inlet (one 60" wing extension & 4'-6" max height in 3" increments)	1	EA.	\$ <u>3,800.</u> <sup>∞</sup> \$ <u>3,800</u> . <sup>∞</sup>
37	36" x 60" Curb Inlet Top Section (no wing extensions) Standard Height	1	EA.	\$ 900.00 \$ 900.00
38	36" x 60" SS-2 Curb Inlet Top Section (two 60" wing extensions) Standard Height	1	EA.	\$ <u>1,800.99</u> \$ <u>1,800.99</u>
39	36" x 60" SS-2 Curb Inlet Top Section (one 60" wing extension) Standard Height	1	EA.	\$ <u>2,400.99</u> \$ <u>2,400.99</u>
40	Supply & Install Select Bedding	150	CY	\$ 36.00 \$ 5,400.00
41	Supply & Install Select Backfill	300	CY	\$ 20.00 \$ 6,000.00
42	Removal of Unsuitable or Excess Material (Includes removal, Disposal and Hauling)	300	CY	\$ <u>25.90</u> \$ <u>7,500</u> .90
43	Connection to Existing Inlet	2	EA	\$ <u>2,800. 00</u> \$ <u>5,600.</u> 00
44 (a)	Removal of Existing Pipe < 12"	50	LF	\$ 25.00 \$ 1,250.00
44 (b)	Removal of Existing Pipe 12"- 36"	50	LF	\$ 30.00 \$ 1,500.00
44 (c)	Removal of Existing Pipe > 36"	50	LF	\$ 35.00 \$ 1,750.00

## TOTAL BID \$ 209, 155.00

#### FORM #4-A

#### **ASPHALT**

Bid TYPE: Line Item

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE BASED ON F.O.B. AT PLANT, LOADED IN CITY OF GLUCKSTADT TRUCKS OR FOB DELIVERED TO VARIOUS LOCATIONS IN CITY OF GLUCKSTADT. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Addres  Phone:						
ITEM	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL	
1.	Base Course (BB-1A)Loaded	100	Ton	\$	\$	_
2.	Base Course (BB-1A) Delivere	100 d	Ton	\$	\$	
3.	Base Course (BB-1B)Loaded	100	Ton	\$	\$	
4	Base Course (BB-1B)Delivered	100	Ton	\$	\$	
5.	Surface Course (SC-2)Loaded	100	Ton	\$	\$	_
6.	Surface Course (SC-2) Delivered	100	Ton	\$	<u> </u>	
7	Surface Course (SC-1A)Loaded	100	Ton	\$	\$	
8.	Surface Course	100	Ton	\$	\$	

#### CERTIFICATION OF LOW BID

#### ASPHALT FOB AT THE PLANT (6 MONTH)

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

An m. mal

WITNESS my signature, this the 25th day of July 2023.

CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

Project: Six Month Bid materials and services Bids Receivied July 25, 2023 1000 Project: Asphalt Loaded in City Trucks

F.O.B. AT PLANT, LOADED IN CITY OF RIDGELAND TRUCKS.  ITEM ITEM PROPOSAL UNIT  NO. DESCRIPTION QUANTITY ITEM  1 Base Course (BB-1A), 100 Ton
100 Ton

Section 6, Item A)

#### **BID FORM**

To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110



From:

(Name)
PO BOX 54246
(Address)
JACKSON, MS 39288-4246

jason@adcampinc.com

(Email Address)
601-939-4493
(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of JULY, 20 23

ADCAMP, INC.
(Bidder)

By: RALPH BARNES

PRESIDENT (Title)

(Signature)

#### FORM #4-A

#### **ASPHALT**

## **Bid TYPE: Line Item**

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE BASED ON F.O.B. AT PLANT, LOADED IN CITY OF GLUCKSTADT TRUCKS OR FOB DELIVERED TO VARIOUS LOCATIONS IN CITY OF GLUCKSTADT. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Bidder: Address Phone # Email:	PO BOX 54246  JACKSON, MS		- - 		
ITEM	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE
1.	Base Course (BB-1A)Loaded	100	Ton	\$_74.00	\$ <u>7,400.00</u>
2.	Base Course (BB-1A) Delivere	100 d	Ton	\$ <u>86,50</u>	\$8,650.00
3.	Base Course (BB-1B)Loaded	100	Ton	\$_ <b>75.50</b>	\$ 7,500.00
4 .	Base Course (BB-1B) Delivered	100	Ton	\$ <u>88.00</u>	\$8,800.00
5.	Surface Course (SC-2)Loaded	100	Ton	\$ <u>84.00</u>	\$ 8,400.00
6.	Surface Course (SC-2) Delivered	100	Ton	\$ <b>96.50</b>	\$ 9,650.00
7.	Surface Course (SC-1A)Loaded	100	Ton	\$ <u>84.00</u>	\$ <u>8,400.00</u>
8.	Surface Course (SC-1A) Delivered	100 d	Ton	\$_ <b>96.50</b>	\$9,650.00

9.	Surface Course (SC-1B)Loaded	100	Ton	\$ 84.00 \$ 8,40 0.00
10.	Surface Course (SC-1B)Delivered	100	Ton	\$ <u>96.50</u> \$ <u>9,650.00</u>

FORM #5

ASPHALT Bid Type: Line Item All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE F.O.B. CITY OF GLUCKSTADT, INSTALLED AT VARIOUS LOCATIONS. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024. Bidder: Address: Phone #: Email: TOTAL **UNIT** PROPOSAL ITEM **ITEM ITEM** PRICE PRICE QUANTITY UNIT DESCRIPTION NO. Ton 10 Cold Mix 1: 100 Ton **Base Course** 2. (BB-1A),Ton 100 Surface Course 3. (SC-1B) 10 Ton Failed Areas 4. (dig out and replacement of full depth asphalt) LOCAL ROADS 1,000 Ton Surface Course 5a. (SC-1A) Milling of Asphalt Surface 5b. LS 1 (<3000 SY) Milling of Asphalt Surface 5c. 4,000 SY (>3000 SY) Ton 10 Failed Areas 5d (dig out and replacement

of full depth asphalt)

TOTAL 5 (a-d) \$\_\_\_

## McGriff Insurance Services, LLC

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157 FAX 601-790-8558 WATS 800-844-6700 PH 601-790-8500

#### **BID BOND**

The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

as Principal, hereinafter called the Principal, and <u>Travelers Casualty and Surety Company of America</u>

KNOW ALL MEN BY THESE PRESENTS, that we Adcamp, Inc.

P. O. Box 54246, Jackson , MS 39288-4246

One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the state of	City of Gluckstadt
343 Distribution Drive, Madison, MS 39110 as Obligee, hereinafter called Obligee, in the sum of	
Five Percent of Amount Bid for the payment of which sum well and truly to be made, the said Principal trators, successors and assigns, jointly and severally, firmly by these pre WHEREAS, the Prinicipal has submitted a bid for Asphalt FOB at P Various Locations for a term of 6 Months, as per proposal	ësents.
NOW, THEREFORE, if the Obligee shall accept the bid of the Princip accordance with the terms of such bid, and give such bond or bonds as and sufficient surety for the faithful performance of such Contract and for tion thereof, or in the event of the failure of the Principal to enter such Colbigee the difference not to exceed the penalty hereof between the amount may in good faith contract with another party to perform the Work cover to remain in full force and effect.	r the prompt payment of labor and material furnished in the prosecu- ontract and give such bond or bonds, if the Principal shall pay to the ant specified in said bid and such larger amount for which the Obligee and by said bid, then this obligation shall be null and void, otherwise
Signed and sealed this. 25th	day of
Molle A Marphery (Witness)  May  (Witness)	Adcamp, Inc.  (Principal) (Seal)  By Care (Title)  Travelers Casualty and Surety Company of America  (Surety)  (Attorney-in-fact & Res. Miss. Agent)  Candice McCarty



#### Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint CANDICE MCCARTY , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and RIDGELAND , Mississippi , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.





State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

day of July Dated this 25th









To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

#### **BID FORM**

To: Mayor and Board of Aldermen City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: ADCAMP, INC.

(Name)
PO BOX 54246

(Address)
JACKSON, MS 39288-4246

jason@adcampinc.com
(Email Address)
601-939-4493
(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of JULY, 20 23

ADCAMP, INC.
(Bidder)

By: RALPH BARNES

PRESIDENT (Title)

(Signature)

## FORM #4-A

## **ASPHALT**

## Bid TYPE: Line Item

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE BASED ON F.O.B. AT PLANT, LOADED IN CITY OF GLUCKSTADT TRUCKS OR FOB DELIVERED TO VARIOUS LOCATIONS IN CITY OF GLUCKSTADT. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Bidder: Address Phone # Email:	PO BOX 54246  JACKSON, MS		- - - -		
ITEM	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE
1.	Base Course (BB-1A)Loaded	100	Ton	\$_74.00	\$ 7,400.00
2.	Base Course (BB-1A) Delivere	100 ed	Ton	\$ <u>86,50</u>	\$ 8,650.00
3.	Base Course (BB-1B)Loaded	100	Ton	\$ <u>75.50</u>	\$ 7,500.00
4.	Base Course (BB-1B) Delivered	100 d	Ton	\$ 88.00	\$ 8,800.00
5.	Surface Course (SC-2)Loaded	100	Ton	\$ 84.00	\$\\\8,400.00\\\
6.	Surface Course (SC-2)Delivered	100	Ton	\$ <u>96.50</u>	\$9,650.00
7.	Surface Course (SC-1A)Loaded	100	Ton	\$ 84.00	\$8,400.00
8.	Surface Course (SC-1A)Delivere	100 ed	Ton	\$ <b>96.50</b>	\$9,650.00

Section 6, Item A)

9.	Surface Course (SC-1B)Loaded	100	Ton	\$ <u>84.00</u> \$ <u>8,400.00</u>
10.	Surface Course (SC-1B)Delivered	100	Ton	\$ 96.50 \$ 9,650.00

FORM #5

#### **ASPHALT**

Bid Type: Line Item All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. <u>BIDS SHALL BE F.O.B. CITY OF GLUCKSTADT, INSTALLED AT VARIOUS LOCATIONS.</u> Bids shall run from <u>OCTOBER 1, 2023 THRU MARCH 31, 2024.</u>

Bidder : Address:	in nom <u>octobbe n</u>		_			
Phone #:				e (8)		
ITEM NO.	ITEM DESCRIPTION	PROPOSA QUANTI		ITEM UNIT	UNIT PRICE	TOTAL PRICE
1.	Cold Mix	10		Ton	\$	\$
2.	Base Course (BB-1A),	10	00	Ton	\$	\$
3,,	Surface Course (SC-1B)	10	00	Ton	\$	\$
4.	Failed Areas (dig out and replaces of full depth asphalt		) :-	Ton	\$	\$
5a.	LOCAL ROADS Surface Course (SC-1A)	1,	,000	Ton	\$	\$
5b.	Milling of Asphalt S (<3000 SY)	Surface		LS	\$	\$
5c.	Milling of Asphalt S (>3000 SY)	Surface 4	,000	SY	\$	\$
5d	Failed Areas (dig out and replace of full depth asphal	ement	0	Ton	\$	\$
				TOTAL 5 (	a-d)	\$

## McGriff Insurance Services, LLC

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157 PH 601-790-8500 WATS 800-844-6700 FAX 601-790-8558

#### **BID BOND**

The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Adcamp, Inc.

P. O. Box 54246, Jackson, MS 39288-4246 as Principal, hereinafter called the Principal, and <u>Travelers Casualty</u>	and Surety Compa	any of America	
One Tower Square , Hartford, CT 06183			
a corporation duly organized under the laws of the state of CT as Surety, hereinafter called the Surety, are held and firmly bound unto	City of Gluckstadt		
343 Distribution Drive, Madison, MS 39110 as Obligee, hereinafter called Obligee, in the sum of			
Five Percent of Amount Bid for the payment of which sum well and truly to be made, the said Principa trators, successors and assigns, jointly and severally, firmly by these pre-	l and the said Surety, b sents.	Dollars (\$ 5% ind ourselves, our heirs, executo	- "
WHEREAS, the Prinicipal has submitted a bid for Asphalt FOB at P	lant, FOB Asphalt C	ity of Gluckstadt, Installed	at
Various Locations for a term of 6 Months, as per proposal			
NOW, THEREFORE, if the Obligee shall accept the bid of the Princip accordance with the terms of such bid, and give such bond or bonds as a and sufficient surety for the faithful performance of such Contract and for tion thereof, or in the event of the failure of the Principal to enter such Co Obligee the difference not to exceed the penalty hereof between the amount in good faith contract with another party to perform the Work cover to remain in full force and effect.	nany be specified in the the prompt payment of ontract and give such bont ont specified in said bid	e bidding or Contract Documen f labor and material furnished in ond or bonds, if the Principal sh and such larger amount for whicl	the prosecu- all pay to the the Obligee
Signed and sealed this 25th	day of	July	2023
Molle A Murphey (Witness)  May  (Witness)	By MO	(Title)  ty and Surety Company of A  (Surety)  (Surety)  hey-in-fact & Res. Miss. Agent)	(Seal)
	· valle	Candice McCarty	•



#### Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint CANDICE MCCARTY of RIDGELAND

Mississippi

Their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Bv:

Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of July









Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Section 6, Item A)





Sealed Bid for City of Gluckstadt

July 25, 2023 @ 10:00 am

**Attn: Bridgette Smith** 343 Distribution Dr. Madison, MS 39110

For: Form #4-A Asphalt (FOB Plant)

6 Month Term Bid October 1, 2023 Thru March 31, 2024

By Dickerson & Bowen, Inc.

**PO Box 1008** 

**Brookhaven, MS 39602-1008** 

Certificate of Responsibility No. 12



#### **ASPHALT**

#### **Bid TYPE: Line Item**

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE BASED ON F.O.B. AT PLANT, LOADED IN CITY OF GLUCKSTADT TRUCKS OR FOB DELIVERED TO VARIOUS LOCATIONS IN CITY OF GLUCKSTADT. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Bidder: Dickerson & Bowen, Inc.

Address: 2642 S Gallatin Street

Jackson, MS 39204

Phone #: 601-969-2002

Email: bclarke@dickersonandbowen.com

Email:	bclarke@dickersonandbov	ven.com			
ITEM	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE
1 5	Base Course (BB-1A)Loaded	100	Ton	\$_ <b>72.00</b>	ş <b>7,200.00</b>
2 %	Base Course (BB-1A) Delivered	100 d	Ton	\$ No Bid	\$ No Bid
3.	Base Course (BB-1B)Loaded	100	Ton	\$_ <b>72.00</b>	\$_ <b>7,200.00</b>
4.	Base Course (BB-1B) Delivered	100	Ton	\$ No Bid	\$ No Bid
5.	Surface Course (SC-2)Loaded	100	Ton	\$_ <b>76.00</b>	\$ <b>7,600.00</b>
6.	Surface Course (SC-2) Delivered	100	Ton	\$_NoBid	\$ No Bid
7 .	Surface Course (SC-1A)Loaded	100	Ton	\$_86.00	\$ 8,600.00
8 .	Surface Course (SC-1A) Delivered	100	Ton	\$ No Bid	\$ No Bid

#### CERTIFICATION OF LOW BID

#### ASPHALT FOB CITY OF GLUCKSTADT(6 MONTH)

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Jum male

WITNESS my signature, this the 25th day of July 2023.

City of Gluckstadt PUBLIC WORKS DEPARTMENT

Project: Annual Bid materials and services. Bids Received July 25, 2023 100 Project: Asphalt

í C				BIDDER	54	BIDDER		BIDDER	33
F.O.B. C	F.O.B. City of Gluckstadt, Delivery to various locations			AJ Construction, Inc Madison, MS	lon, Inc	Adcamp, Inc. Jackson, MS		APAC-Mississippi, Inc Jackson, MS	sippi, Inc
ITEM NO	ITEM	PROPOSAL IU	UNIT		TOTAL	UNIT	TOTAL	UNIT	TOTAL
<u>←</u>	Cold Mix	10	6	00.00	5,000.00	N/B	00:00	92.00	1,550.00
2	Base Course (BB-1A)	100 Ton	E	180.00	18,000.00	108.00	10,800.00	185.00	18,500.00
ю́.	Surface Course (SC-1B)	100 Ton	Б	200.00	20,000.00	114.00	11,400.00	185.00	18,500.00
4	Failed Areas Dig out & Replacement of Full Depth Asphalt	10 Ton	Б	500.00	5,000.00	175.00	1,750.00	375.00	3,750.00
55 55 54	Local Roads Surface Course (SC-1A) Milling of Asphalt Surface <3000 SY Milling of Asphalt Surface >3000 SY Failed Areas Dig Out & Replacement of	1000 Ton 1 LS 4000 SY 10 Ton	5 s ≻ 5	150.00 10,000.00 5.00 500.00	150,000.00 10,000.00 20,000.00 5,000.00	114.00 6,000.00 2.00 185.00	6,000.00 8,000.00 1,850.00	138.00 18,500.00 6.00 375.00	138,000.00 18,500.00 24,000.00 3,750.00
	TOTAL 5 (a-d)				185,000.00		129,850.00		184,250.00
00 Q Q Q Q	COLLECTOR ROADS Surface Course (SC-1A) Milling of Asphalt Surface <3000 SY Milling of Asphalt Surface >3000 SY Failed Areas Dig Out & Replacement of Full Depth Asphalt TOTAL 6 (a-d)	1000 Ton 1 LS 4000 SY 10 Ton	5 s ≻ 5	150.00 10,000.00 5.00 500.00	150,000.00 10,000.00 20,000.00 5,000.00 185,000.00	114.00 6,000.00 2.00 185.00	114,000.00 6,000.00 8,000.00 1,850.00	138.00 18,500.00 6.25 375.00	138,000.00 18,500.00 25,000.00 3,750.00
7a 7b 7c 7d	ARTERIAL ROADS Surface Course (SC-1A) Milling of Asphalt Surface <3000 SY Milling of Asphalt Surface >3000 SY Failed Areas Dig Out & Replacement of	1000 Ton 1 LS 4000 SY 10 Ton	u s ≻ u	150.00 10,000.00 5.00 500.00	150,000.00 10,000.00 20,000.00 5,000.00	114.00 6,000.00 2.00 185.00	114,000.00 6,000.00 8,000.00 1,850.00	145.00 19,000.00 6.25 375.00	145,000.00 19,000.00 25,000.00 3,750.00

192,750.00	145.00 145,000.00 000.00 20,000.00 7.00 28,000.00 375.00 3,750.00	0.00 0.00 0.00 0.00
	145.00 20,000.00 7.00 375.00	N/B N/B N/B
129,850.00	114.00 000.00 2.00 1,85.00 1,850.00	37,500.00 18,000.00 1,850.00 57,350.00
	114.00 6,000.00 2.00 185.00	150.00 18,000.00 185.00
185,000.00	200.00 200,000.00 5.00 20,000.00 5.00 5,000.00 235,000.00	37,500.00 20,000.00 5,000.00 62,500.00
	200.00 10,000.00 5.00 500.00	150.00 20,000.00 500.00
	000 Ton 1 LS 000 SY 10 Ton	250 Ton 1 LS 10 Ton
	1000 Ton 1 LS 4000 SY 10 Ton	250 1 10
Full Depth Asphalt TOTAL 7 (a-d)	PARKING LOTS Surface Course (SC-1A) Milling of Asphalt Surface <3000 SY Milling of Asphalt Surface >3000 SY Failed Areas Dig Out & Replacement of Full Depth Asphalt	MULTI-USE PATH Surface Course (SC-1A) Milling of Asphalt Surface <6000 SY Failed Areas Dig Out & Replacement of Full Depth Asphalt TOTAL 9 (a-d)
	88 88 88 89 89 89	9a 9c

## **BID FORM**

Form 5H

Mayor and Board of Aldermen To: City of Gluckstadt

343 Distribution Drive

Madison, Mississippi 39110

ADCAMP, INC. From: (Name)

PO BOX 54246 (Address) JACKSON, MS 39288-4246

jason@adcampinc.com

(Email Address) 601-939-4493 (Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of JULY, 20 23

ADCAMP, INC. (Bidder)

By: RALPH BARNES

PRESIDENT

9.	Surface Course (SC-1B)Loaded	100	Ton	\$ \$
10.	Surface Course (SC-1B) Delivered	100	Ton	\$ \$

## FORM #5

## **ASPHALT**

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE F.O.B. CITY OF GLUCKSTADT, INSTALLED AT VARIOUS LOCATIONS. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Bids shall run from OCTOBER 1, 2023 THRO WARCH				<del></del> ):	
Bidder: ADCAMP. INC.			- 6		
Address:	11 DO BOY 54246				
JACKSON, MS 39288-4246					
Phone #:	601-939-4493		=		
Email:	jason@adcampinc.	com	<b>-</b> 3		
ITEM	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE
<u>NO.</u>	DESCRIPTION	QUILLE			
1.	Cold Mix	10	Ton	\$NO BID	\$NO BID
2.	Base Course (BB-1A),	100	Ton	\$ <u>108.00</u>	\$ <u>10,800.</u> 00
3.	Surface Course (SC-1B)	100	Ton	\$ <u>114.00</u>	\$ <u>11,400.</u> 00
4.	Failed Areas (dig out and replacen of full depth asphalt)	10 nent	Ton	\$ <u>175.00</u>	\$ <u>.1,750.0</u> 0
5a.	LOCAL ROADS Surface Course (SC-1A)	1,000	) Ton	\$ <u>114.0</u> 0	\$ <u>114,000.</u> 00
5b.	Milling of Asphalt S (<3000 SY)	urface 1	LS	\$ <u>6,000.</u> 0	0 \$ <u>6,000.</u> 00
5c.	Milling of Asphalt S (>3000 SY)	Surface 4,000	O SY	\$2.00	
5d	Failed Areas (dig out and replace of full depth asphalt	10 ment	Ton	\$ <u>185.0</u> 0	
			TOTAL 5	(o-d)	\$129,850.00

TOTAL 5 (a-d)

\$<u>129,850.</u>00

## FORM 5-A

6a.	COLLECTOR ROADS Surface Course (SC-1A)	1,000	Ton	\$ <u>114.0</u> 0	\$ <u>114,000.</u> 00
6b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$ <u>6,000.</u> 00	\$6,000.00
6c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$ 2.00	
6d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ <u>185.0</u> 0	\$ <u>1,850.</u> 00
			TOTAL 6 (2	a-d)	\$ <u>129,850</u> .00
7a.	ARTERIAL ROADS Surface Course (SC-1A)	1,000	Ton	\$ <u>114.00</u>	\$ <u>114,000</u> .00
7b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$ <u>6,000.0</u> 0	\$ <u>6,000</u> .00
7c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$ 2.00	\$ 8,000.00
7d	Failed Areas	10	Ton	\$ <u>185.00</u>	\$1,850.00
	(dig out and replacement of full depth asphalt)		TOTAL 7	(a-d)	\$ <u>129,850</u> .00
8a.	PARKING LOTS Surface Course	1,00	0 Ton	\$ <u>114.00</u>	\$ <u>114,000</u> .00
8b.	(SC-1A) Milling of Asphalt Surface (<3000 SY)	1	LS	\$ <u>6,000</u> _0	00 \$ 6,000.00
8c.	Milling of Asphalt Surface (>3000 SY)	e 4,00	00 SY	\$2.00	0 \$ <u>8,000</u> .00

8d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ <u>185.00</u>	Section 6, Item A)
			TOTAL 8 (a	-d)	\$ <u>129,850.</u> 00
	*	FORM	5-A		
9a.	MULTI-USE PATH Surface Course (SC-1A)	250	Ton	\$ 150.00	\$ <u>37,500.</u> 00
9b.	Milling of Asphalt Surface (<6000 SY)	1	LS	\$ <u>18,000.</u> 0	0\$ <u>18,000</u> .00
9d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ <u>185.00</u>	\$ <u>1,850</u> .00
			TOTAL 9 (a-d)		\$ <u>57,350</u> .00

#### Notes:

- All Bid Prices, except Item #1, include hauling, labor, equipment, materials, and installation at various locations designated by the City of Gluckstadt.
- 2. Item # 1 Bid Price includes labor, materials and hauling to the City of Gluckstadt's Street Department Shop.
- The quantities specified are <u>not</u> actual quantities proposed for immediate purchase, but are simply estimated quantities used to establish unit prices for purchases by the City for the six month term.
- 4. The hot mix asphalt (HMA) mixtures shall meet the following production requirements. At least 10 days prior to the start of work the Contractor shall submit for approval by the City Engineer a proposed job-mix formula (JMF) signed by a Certified Mixture Design Technician meeting the requirements listed in the City of Gluckstadt Subdivision Regulations.
- 5. For items 5-8 the application of asphalt shall commence no later than 48 hours and be completed no later than 96 hours from the time milling of the street under repair is commenced. Failure to comply with this requirement will result in \$500.00 per day in liquidated damages. The Public Works Director will determine if rain days or other environmental conditions warrant an extension of time. The City at is option will execute the Contractors bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works

# Director in extraordinary circumstances.

#### FORM 5-A

# Multi-Use Path Notes:

This work consists of overlaying a new asphalt surface onto an existing multi-use path or a prepared surface intended for a multi-use path at various locations within the City of Gluckstadt. This work shall include furnishing, delivering and placement of hot mix asphalt pavement in one or more lifts, in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections stated on the Purchase Order, and in strict accordance with the City of Gluckstadt Subdivision Regulations. Asphalt paving equipment and haul trucks must be able to travel on and overlay multi-use path width's ranging from 8-ft to 12-ft in remote areas with difficult terrain and limited access. The maximum allowable load shall be 10-tons on any haul truck traveling on the multi-use path to deliver asphalt to the paver. No separate payment will be made to the Contractor for construction and removal of temporary access paths along City-owned property. No separate payment shall be made for removal and replacement of multi-use path bollards.

# **McGriff Insurance Services, LLC**

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157 FAX 601-790-8558 PH 601-790-8500 WATS 800-844-6700

#### **BID BOND**

The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

as Principal, hereinafter called the Principal, and <u>Travelers Casualty and Surety Company of America</u>

KNOW ALL MEN BY THESE PRESENTS, that we Adcamp, Inc.

P. O. Box 54246, Jackson , MS 39288-4246

One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the state of CT as Surety, hereinafter called the Surety, are held and firmly bound unto C	Dity of Gluckstadt	
343 Distribution Drive, Madison, MS 39110 as Obligee, hereinafter called Obligee, in the sum of		
Five Percent of Amount Bid for the payment of which sum well and truly to be made, the said Principal trators, successors and assigns, jointly and severally, firmly by these pres	sents.	), nis-
WHEREAS, the Prinicipal has submitted a bid for Asphalt FOB at Pla Various Locations for a term of 6 Months, as per proposal	ant, FOB Asphalt City of Gluckstadt, Installed at	
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal accordance with the terms of such bid, and give such bond or bonds as me and sufficient surety for the faithful performance of such Contract and for the tion thereof, or in the event of the failure of the Principal to enter such Colligee the difference not to exceed the penalty hereof between the amount may in good faith contract with another party to perform the Work covered to remain in full force and effect.	the prompt payment of labor and material furnished in the prose ntract and give such bond or bonds, if the Principal shall pay to at specified in said bid and such larger amount for which the Obl and by said bid, then this obligation shall be null and void, other	ecu- the igee wise
Signed and sealed this 25th	day of July2023	
an essege in the second	Adcamp, Inc.	Seal)
Mollie A Murphers (Witness)	(Principal)  (By Jan Janes (Title)	×eal)
Maur M (Witness)	Travelers Casualty and Surety Company of America (Surety)  (Attorney-in-fact & Res. Miss. Agent)  Candice McCarty	



#### Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint CANDICE MCCARTY of RIDGELAND

Mississippi

Their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or quaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of July





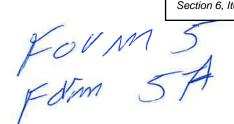


2023



Kevin E. Hughes, Assistant Secretary

#### **BID FORM**



To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Sew Correy (Name)

MADISON, MS 39130

SURN PAJC-MS. COM

(Email Address)

601-383-3440

(Phone #)



In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of Juy, 20 23

AS CONSTRUCTION, INC. (Bidder)

By: SOAN COFFEE

ESTEMATOR

Signature)

#### ADVERTISEMENT FOR BIDS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB – Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied)

#### Official bid documents can be downloaded from Central Bidding at

Stamping and Printing Asphalt Pavement

https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at 225.810.4814 or 833.412.5717 (toll free). All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, July 25, 2023 in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS

<u>Hand Delivery</u>: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison, MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

CITY OF GLUCKSTADT, MISSISSIPPI

BY: /s/Lindsay Kellum Lindsay Kellum, City Clerk

Publish: <u>July 6, 2023 and July 13, 2023</u>

Furnish 2 proofs of publication/City of Gluckstadt

#### INSTRUCTIONS TO BIDDERS

<u>PREPARATION OF PROPOSAL</u>: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

#### All proposals shall be submitted in DUPLICATE and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

<u>Bid Security:</u> Each bid for labor must be accompanied by a certified check of the bidder or a bid bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

Liquidated Damages for Failure to Enter into Contract (Labor Bids): The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Gluckstadt, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the line item bid unless otherwise specified, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

<u>INTERPRETATION OF BID DOCUMENTS</u>: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

<u>BIDDERS CERTIFICATION:</u> The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

<u>GENERAL INFORMATION:</u> Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase

during the contract period, unless otherwise noted, and any price decrease shall be credited to the City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The quantities specified are <u>not</u> necessarily actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the City. <u>Unit Prices are requested for all items listed</u> even though a zero (0) quantity may show that there have been no recent purchases.

Bid prices shall, unless otherwise noted, include delivery to the City of Gluckstadt. Materials picked up by the City of Gluckstadt at the supplier's place of business may be discounted. The percentage discounts offered to the City for materials picked up at the supplier's place of business, should be noted in the space provided at the bottom of the bid form.

To: Equipment/Services/Materials Suppliers

From: City of Gluckstadt, Public Works Department

Re: Term Bids

The City of Gluckstadt, Madison County, Mississippi, will be receiving bids until 10:00 am. July 25, 2023 at which time said bids will be publicly opened at City Hall for various materials and services which include the following:

#### Form No. Description

- (2) Cast Iron Curb Inlets
- (3) Aggregate, Soil and Fill Materials
- (4) Drainage Pipe Concrete
- (4-A) Drainage Pipe & Structures (Installation Only)
- (5) Asphalt (FOB Plant (6 month)
- (5-A) Asphalt (FOB City of Gluckstadt) (6 month)
- (6) Pre-Cast Concrete Drainage Structures Materials Only
- (7) Concrete Installation and Repair, Labor and Materials
- (8) Concrete Materials and Supplies
- (9) (Diamond Grade) Traffic Signs, Street Sign Posts and Miscellaneous Materials
- (10) Construction Work Zone Sign and Equipment Rental
- (11) Temporary Painted Traffic Markings
- (12) Permanent Thermoplastic Pavement Markings
- (13) Heat Fused Durable Retro-reflective Preformed Pavement Markings
- (14) Decorative Street Name Signs & Posts
- (15) Vehicle Loop Assemblies
- (16) Crack Sealant (Hot Applied)
- (17) Stamping and Printing Asphalt Pavement

TOTAL BID \$



#### **ASPHALT**

#### **Bid TYPE: Line Item**

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. <u>BIDS SHALL BE BASED ON F.O.B. AT PLANT, LOADED IN CITY OF GLUCKSTADT TRUCKS OR FOB DELIVERED TO VARIOUS LOCATIONS IN CITY OF GLUCKSTADT.</u> Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Bidder: AS (anstruction), Dru			_		
Addre	MADISON, MS 3913	d	<del></del> :		
Phone	Phone #: 601-383-3440				
Email:	SUMA @ ASC-MS. COM	^			
ITEM	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE
1.	Base Course (BB-1A)Loaded	100	Ton	\$ <b>82.5</b>	\$ 8,250
2.	Base Course (BB-1A) Delivered	100 d	Ton	\$ 182.50	\$ 18,250
3.	Base Course (BB-1B)Loaded	100	Ton	\$ <u>77</u>	\$ 7,700
4	Base Course (BB-1B)Delivered	100	Ton	\$ <u></u>	\$ 17,700
5.	Surface Course (SC-2)Loaded	100	Ton	\$ <u>79</u>	\$ 7,900
6.	Surface Course (SC-2) Delivered	100	Ton	\$ 119	\$ 17,900
7 .	Surface Course (SC-1A)Loaded	100	Ton	\$ 87	\$ 8,700
8.	Surface Course (SC-1A) Delivered	100	Ton	\$ 187	\$ 13,700

Section 6, Item A)
--------------------

9.	Surface Course (SC-1B)Loaded	100	Ton	\$ 83 \$ 8,300
10.	Surface Course (SC-1B) Delivered	100	Ton	\$ 183 \$ 18,300

FORM #5

#### **ASPHALT**

#### **Bid Type: Line Item**

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. <u>BIDS SHALL BE F.O.B. CITY OF GLUCKSTADT, INSTALLED AT VARIOUS LOCATIONS.</u> Bids shall run from <u>OCTOBER 1, 2023 THRU MARCH 31, 2024.</u>

Bidder: AS CONSTRUCTED, INC

Address: P.O. Box 2024

maossan, ms 39130

Phone #: 601-383-3440

Email: SGANG AJC-MS. com

ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE
1	Cold Mix	10	Ton	\$500	\$ 5,000
2.	Base Course (BB-1A),	100	Ton	\$780	\$18,000_
3.	Surface Course (SC-1B)	100	Ton	\$_200	\$_20,000_
4.	Failed Areas (dig out and replacem of full depth asphalt)	10 ent	Ton	\$ <u>500</u>	\$_5,000
5a.	LOCAL ROADS Surface Course (SC-1A)	1,000	Ton	\$150	\$ 150,000
5b.	Milling of Asphalt Su (<3000 SY)	orface	LS	\$10,000	\$_{01000
5c.	Milling of Asphalt Su (>3000 SY)	4,000	SY	\$5.00	\$ 20,000
5d	Failed Areas (dig out and replacem of full depth asphalt)	10 ent	Ton	\$_500	\$_5,000

TOTAL 5 (a-d)

\$ 185,000

## FORM 5-A

6a.	COLLECTOR ROADS Surface Course (SC-1A)	1,000	Ton	\$_150	\$ 150,000
6b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$10,000_	\$ 10,000
6c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$_5,00	\$_20,000
6d	Failed Areas (dig out and replacement	10	Ton	\$_500_	\$_5,000
	of full depth asphalt)		TOTAL 6 (a-	-d) 59	\$_185,000_
7a.	ARTERIAL ROADS Surface Course (SC-1A)	1,000	Ton	\$_150	\$ 150,000
7b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$_10,000	\$ 10,000_
7c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$_5,00	\$ 20,000
7d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$_500	\$ <u>5,</u>
			TOTAL 7 (a	-d)	\$185,000
	PARKING LOTS				
8a.	Surface Course (SC-1A)	1,000	Ton	\$ 200	\$ 200,000
8b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$ 10,000	\$ . /0, 000
8c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$_5,20	\$_ 20,000

8d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ 500	\$ 5,000
			TOTAL 8 (a	-d)	\$ 235,000
		FORM :	5-A		
9a.	MULTI-USE PATH Surface Course (SC-1A)	250	Ton	\$.150 =	\$ 37,500
9b.	Milling of Asphalt Surface (<6000 SY)	1	LS	\$ 20,000	\$_20,000
9d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$_5∞	\$_5,000
			TOTAL 9 (a	-d)	\$ 62,500

#### Notes:

- 1. All Bid Prices, except Item #1, include hauling, labor, equipment, materials, and installation at various locations designated by the City of Gluckstadt.
- 2. Item # 1 Bid Price includes labor, materials and hauling to the City of Gluckstadt's Street Department Shop.
- 3. The quantities specified are <u>not</u> actual quantities proposed for immediate purchase, but are simply estimated quantities used to establish unit prices for purchases by the City for the six month term.
- 4. The hot mix asphalt (HMA) mixtures shall meet the following production requirements. At least 10 days prior to the start of work the Contractor shall submit for approval by the City Engineer a proposed job-mix formula (JMF) signed by a Certified Mixture Design Technician meeting the requirements listed in the City of Gluckstadt Subdivision Regulations.
- 5. For items 5-8 the application of asphalt shall commence no later than 48 hours and be completed no later than 96 hours from the time milling of the street under repair is commenced. Failure to comply with this requirement will result in \$500.00 per day in liquidated damages. The Public Works Director will determine if rain days or other environmental conditions warrant an extension of time. The City at is option will execute the Contractors bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works

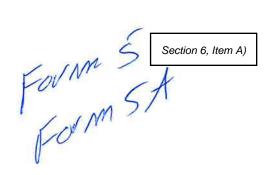
Director in extraordinary circumstances.

#### FORM 5-A

#### Multi-Use Path Notes:

This work consists of overlaying a new asphalt surface onto an existing multi-use path or a prepared surface intended for a multi-use path at various locations within the City of Gluckstadt. This work shall include furnishing, delivering and placement of hot mix asphalt pavement in one or more lifts, in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections stated on the Purchase Order, and in strict accordance with the City of Gluckstadt Subdivision Regulations. Asphalt paving equipment and haul trucks must be able to travel on and overlay multi-use path width's ranging from 8-ft to 12-ft in remote areas with difficult terrain and limited access. The maximum allowable load shall be 10-tons on any haul truck traveling on the multi-use path to deliver asphalt to the paver. No separate payment will be made to the Contractor for construction and removal of temporary access paths along City-owned property. No separate payment shall be made for removal and replacement of multi-use path bollards.

#### BID FORM



To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: \_\_\_

- 10	SEM COFFE	1
	(Name)	

D.D. Box 2024 (Address) MADISON MS 39130

SCAN @ AJC-MS. COM (Email Address)
(01-373-3440

(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of Juy, 20 23

AS CONSTRUCTION, DRE (Bidder)

By: SOON COFFEY

ESTEMATOR

#### ADVERTISEMENT FOR BIDS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB - Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied) Stamping and Printing Asphalt Pavement

# Official bid documents can be downloaded from Central Bidding at

https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at 225.810.4814 or 833.412.5717 (toll free). All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, July 25, 2023 in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS

<u>Hand Delivery</u>: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison, MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

CITY OF GLUCKSTADT, MISSISSIPPI

BY: <u>/s/Lindsay Kellum</u> Lindsay Kellum, City Clerk

Publish: July 6, 2023 and July 13, 2023

Furnish 2 proofs of publication/City of Gluckstadt

#### INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

# All proposals shall be submitted in **DUPLICATE** and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

<u>Bid Security</u>: Each bid for labor must be accompanied by a certified check of the bidder or a bid bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

Liquidated Damages for Failure to Enter into Contract (Labor Bids): The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Gluckstadt, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the line item bid unless otherwise specified, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

INTERPRETATION OF BID DOCUMENTS: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

<u>BIDDERS CERTIFICATION:</u> The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

<u>GENERAL INFORMATION:</u> Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase

during the contract period, unless otherwise noted, and any price decrease shall be credited to the City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The quantities specified are <u>not</u> necessarily actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the City. <u>Unit Prices are requested for all items listed</u> even though a zero (0) quantity may show that there have been no recent purchases.

Bid prices shall, unless otherwise noted, include delivery to the City of Gluckstadt. Materials picked up by the City of Gluckstadt at the supplier's place of business may be discounted. The percentage discounts offered to the City for materials picked up at the supplier's place of business, should be noted in the space provided at the bottom of the bid form.

To: Equipment/Services/Materials Suppliers

From: City of Gluckstadt, Public Works Department

Re: Term Bids

The City of Gluckstadt, Madison County, Mississippi, will be receiving bids until 10:00 am. July 25, 2023 at which time said bids will be publicly opened at City Hall for various materials and services which include the following:

### Form No. Description

- (2) Cast Iron Curb Inlets
- (3) Aggregate, Soil and Fill Materials
- (4) Drainage Pipe Concrete
- (4-A) Drainage Pipe & Structures (Installation Only)
- (5) Asphalt (FOB Plant (6 month)
- (5-A) Asphalt (FOB City of Gluckstadt) (6 month)
- (6) Pre-Cast Concrete Drainage Structures Materials Only
- (7) Concrete Installation and Repair, Labor and Materials
- (8) Concrete Materials and Supplies
- (9) (Diamond Grade) Traffic Signs, Street Sign Posts and Miscellaneous Materials
- (10) Construction Work Zone Sign and Equipment Rental
- (11) Temporary Painted Traffic Markings
- (12) Permanent Thermoplastic Pavement Markings
- (13) Heat Fused Durable Retro-reflective Preformed Pavement Markings
- (14) Decorative Street Name Signs & Posts
- (15) Vehicle Loop Assemblies
- (16) Crack Sealant (Hot Applied)
- (17) Stamping and Printing Asphalt Pavement

#### FORM #4-A

#### **ASPHALT**

#### **Bid TYPE: Line Item**

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE BASED ON F.O.B. AT PLANT, LOADED IN CITY OF GLUCKSTADT TRUCKS OR FOB DELIVERED TO VARIOUS LOCATIONS IN CITY OF GLUCKSTADT. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

Bidder: AS CONSTRUCTION, Dru			<del></del>		
Addres	SS: P.O. BOX 2024	4			
	MAOISON, ms 3913	<i>'</i>			
Phone	Phone #: 601-383-3440				
Email:	SCHAN @ ASC-MS. COM	N.			
ITEM	ITEM	PROPOSAL	ITEM	UNIT PRICE	TOTAL PRICE
NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	FRICE
1.	Base Course (BB-1A)Loaded	100	Ton	\$ 82.50	\$ 3,250
2.	Base Course (BB-1A) Delivere	100 d	Ton	\$ 182.50	\$ 18,250
3.	Base Course (BB-1B) Loaded	100	Ton	\$ 77	\$7,700
4.	Base Course (BB-1B) Delivered	100	Ton	\$ <u>m</u>	\$ 17,700
5.	Surface Course (SC-2)Loaded	100	Ton	\$ <u>79</u>	\$7,900
6.	Surface Course (SC-2)Delivered	100	Ton	\$ 179	\$17,900
7.	Surface Course (SC-1A)Loaded	100	Ton	\$ 87	\$ 8,700
8.	Surface Course (SC-1A) Delivered	100	Ton	\$ 187	\$ 18,700

9.	Surface Course (SC-1B)Loaded	100	Ton	\$ 83	\$ 8,300
10.	Surface Course (SC-1B) Delivered	100	Ton	\$ 183	\$ 18,300

FORM #5

#### **ASPHALT**

#### Bid Type: Line Item

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. <u>BIDS SHALL BE F.O.B. CITY OF GLUCKSTADT, INSTALLED AT VARIOUS LOCATIONS.</u> Bids shall run from <u>OCTOBER 1, 2023 THRU MARCH 31, 2024.</u>

Bidder: A3 Address: D.c	(ONSTRUCTED, INC D. Box 2024 2015 JMS 39130		11 21, 202	•	
	1-383-3440		-		
Email: Sea	AC ATC-MS. com				
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE
		3			
1,	Cold Mix	10	Ton	\$500_	\$ <u>5,000</u>
2.	Base Course (BB-1A),	100	Ton	\$ 180	\$ 18,000
3.	Surface Course (SC-1B)	100	Ton	\$_200 _	\$_70,000_
4.	Failed Areas (dig out and replacem of full depth asphalt)	10 nent	Ton	\$ <u>500</u>	\$_5,000
5a.	LOCAL ROADS Surface Course (SC-1A)	1,000	Ton	\$ 150	\$ 120 000
5b.	Milling of Asphalt Su (<3000 SY)	arface 1	LŠ	\$10,000	\$ 10,000
5c.	Milling of Asphalt Su (>3000 SY)	4,000	SY	\$5.00	\$ 20,000
5d	Failed Areas (dig out and replacem of full depth asphalt)	10 nent	Ton	\$_500	\$_5,000

TOTAL 5 (a-d)

### FORM 5-A

6a.	COLLECTOR ROADS Surface Course (SC-1A)	1,000	Ton	\$_ISP	\$ 150,000
6b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$10,000_	\$ 10,000
6c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$_5,00	\$_20,000
6d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$_500	\$_5,000 _
			TOTAL 6 (a-	-d)	\$_185,000_
7a.	ARTERIAL ROADS Surface Course (SC-1A)	1,000	Ton	\$ 50	\$ 150,000
7b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$_ 0,000	\$ 10,000_
7c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$_5,00	\$ 20,000
7d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$_500	\$5,000
			TOTAL 7 (a-	·d)	\$185,000
	PARKING LOTS				
8a.	Surface Course (SC-1A)	1,000	Ton	\$ 200	\$ 200,000
8b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$10,000	\$/0, 000
8c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$_5,90	\$_ 20,000

8d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ 500	\$ 5,000
			TOTAL 8 (a	a-d)	\$ 7235,000
		FORM	5-A		
9a.	MULTI-USE PATH Surface Course (SC-1A)	250	Ton	\$ 150 _	\$ <u>.37</u> ,500 _
9b.	Milling of Asphalt Surface (<6000 SY)	1	LS	\$ 20,000	\$ 50,000 _
9d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$_500 _	\$_5,000
			TOTAL 9 (a-d)		\$ 62,500

#### Notes:

- 1. All Bid Prices, except Item #1, include hauling, labor, equipment, materials, and installation at various locations designated by the City of Gluckstadt.
- 2. Item # 1 Bid Price includes labor, materials and hauling to the City of Gluckstadt's Street Department Shop.
- 3. The quantities specified are <u>not</u> actual quantities proposed for immediate purchase, but are simply estimated quantities used to establish unit prices for purchases by the City for the six month term.
- 4. The hot mix asphalt (HMA) mixtures shall meet the following production requirements. At least 10 days prior to the start of work the Contractor shall submit for approval by the City Engineer a proposed job-mix formula (JMF) signed by a Certified Mixture Design Technician meeting the requirements listed in the City of Gluckstadt Subdivision Regulations.
- 5. For items 5-8 the application of asphalt shall commence no later than 48 hours and be completed no later than 96 hours from the time milling of the street under repair is commenced. Failure to comply with this requirement will result in \$500.00 per day in liquidated damages. The Public Works Director will determine if rain days or other environmental conditions warrant an extension of time. The City at is option will execute the Contractors bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works

#### FORM 5-A

#### Multi-Use Path Notes:

This work consists of overlaying a new asphalt surface onto an existing multi-use path or a prepared surface intended for a multi-use path at various locations within the City of Gluckstadt. This work shall include furnishing, delivering and placement of hot mix asphalt pavement in one or more lifts, in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections stated on the Purchase Order, and in strict accordance with the City of Gluckstadt Subdivision Regulations. Asphalt paving equipment and haul trucks must be able to travel on and overlay multi-use path width's ranging from 8-ft to 12-ft in remote areas with difficult terrain and limited access. The maximum allowable load shall be 10-tons on any haul truck traveling on the multi-use path to deliver asphalt to the paver. No separate payment will be made to the Contractor for construction and removal of temporary access paths along City-owned property. No separate payment shall be made for removal and replacement of multi-use path bollards.

Form Section 6, Item A)

#### **BID FORM**

То:	Mayor and Board of Aldermen City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110	
From:	Traffic Control Products Co.,	Inc
	(Name)	
	P.O.Box 820	
	(Address)	
	Brandon, MS 39043	
	bids@tcpofms.com	
	(Email Address)	
	601-939-2415	
	(Phone #)	

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25th day	of July , 20 23	
	Traffic Control Product	s Co., Inc
	(Bidder)	
Ву:_	Wendy R. Garner	
	President	
W	(Title)	

#### **ADVERTISEMENT FOR BIDS**

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB – Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied) Stamping and Printing Asphalt Pavement

Official bid documents can be downloaded from Central Bidding at

https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at

All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023

THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, July 25, in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS



Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company **Farmington Casualty Company** 

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Fielden Mitts of their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.:

Bid Bond

Principal: Traffic Control Products Co., Inc.

Obligee: City of Gluckstadt

OR Project Description: Term Bid

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.









State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



nna 8. Ilou

Anna P. Nowik, Notary Public

Robert Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimite signature or facsimite seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of

2023









es. Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

# THE AMERICAN INSTITUTE OF ARCHITECTS

# AIA Document A310 **Bid Bond**

Bid Bond					
KNOW ALL MEN BY THESE PRESENTS, THAT WE Traffic Co	And Broducts Co. Inc.	_			
KNOW ALL MEN BY THESE PRESENTS, THAT WE Traffic Co	ontrol Products 994	_			
P. O. Box 820, Brandon, MS 39043	- of America				
as Principal, hereinafter called the Principal, and Travelers Casu	ialty and Surety Company of America				
One Tower Square, Hartford, CT 06163	CT				
a corporation duly organized under the laws of the State of	durate City of Gluckstadt	-			
as Surety hereinafter called the Surety, and	Madison MS 39110				
as Obligee, hereinafter called the Obligee, in the sum ofFive	Percent of Amount Bid	<u> </u>			
as Obligee, hereinafter called the Obligee, in the sum of	Dollars (\$	irs,			
for the payment of which sum well and truly to be made, the sa executors, administrators, successors and assigns, jointly and s	aid Principal and the said Surety, bild dares as severally, firmly by these presents.				
executors, administrators, successors and assigns, jointy of the WHEREAS, the Principal has submitted a bid for					
NOW, THEREFORE, if the Obligee shall accept the bid of the the Obligee in accordance with the terms of such bid, and give Contract Documents with good and sufficient surety for the payment of labor and materials furnished in the prosecution to such Contract and give such bond or bonds, if the Principal such Contract and give such bond or bonds, if the Principal penalty hereof between the amount specified in said bid and contract with another party to perform the Work covered by set to remain in full force and effect.  Signed and sealed this	hereof, or in the event of the failure of the Philipar to o hereof, or in the event of the failure of the Philipar to o I shall pay to the Obligee the difference not to exceed such larger amount for which the Obligee may in good such larger amount for which the Obligee may in good said bid, then this obligation shall be null and void, other	the faith wise			
Signed and sealed this 25th dsy					
	Traffic Control Products Co., Inc. (Seal,	1)			
Ryan Regnel (Witness)	By What you Pres	(Title)			
HARTFORD SURE OONN. See	Travelers Casualty and Surety Company of America (Surety) (Second Company of America)	ial)			
(Witness) Witness)	By: WWW MATERIAL Attorney-in-Fact Fielden Mitts	(Title)			
	· · · · · · · · · · · · · · · · · · ·				

7	Merge Left Symbol Sign (W4-2L)	2	EA.	\$ 4.00	\$ 8.00
8	Merge Right Symbol Sign (W4-2R)	2	EA.	\$ 4.00	\$ _ 8.00
9	Two-Way Directional Arrow Symbol Sign (W6-3D)	2	EA.	\$ 4.00	\$ 8.00
10	Road Closed Ahead Sign (W20-3)	2	EA.	\$ 4.00	\$ 8.00
11	Detour Ahead Sign (W20-2)	2	EA.	\$ 4.00	\$ 8.00
12	Detour Left Sign (M4-9L)	10	EA.	\$ 4.00	\$ 40.00
13	Detour Right Sign (M4-9R)	10	EA.	\$ 4.00	\$ 40.00
14	End Detour Sign (M4-8a)	4	EA.	\$ 4.00	\$ 16.00
15	Road Closed Sign (R11-2)	20	EA.	\$ 4.00	\$ 80.00
16	No Left Turn Symbol Sign (R3-1L)	5	EA.	\$ 4.00	\$ 20.00
17	No Right Turn Symbol Sign (R3-1R)	5	EA.	\$ 4.00	\$ 20.00
18	Right Lane Must Turn Right Sign (R3-7)	2	EA.	\$ 4.00	\$ 8.00
19	42" Channelizing Cones	100	EA.	\$ 5.00	\$500.00
20	Sign Stands	40	EA.	\$ 6.00	\$240.00
21	Flashing Warning Lights	100	EA.	\$ 8.00	\$800.00
22	Flashing Arrow Panel	1	EA.	\$100.00	\$100.00
23	Changeable Message Sign	1	EA.	\$250.00	\$250.00
24	Portable Median Barrier	20	EA.	\$ 15.00	\$300.00
25	Free Standing Plastic Drums	100	EA.	\$ 6.00	\$600.00

<u>Hand Delivery</u>: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison, MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

CITY OF GLUCKSTADT, MISSISSIPPI

BY: <u>/s/Lindsay Kellum</u> Lindsay Kellum, City Clerk

Publish: July 6, 2023 and July 13, 2023

Furnish 2 proofs of publication/City of Gluckstadt

#### INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

# All proposals shall be submitted in **DUPLICATE** and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

# Form #10 TEMPORARY TRAFFIC CONTROL SERVICES BID SHEET

This work shall include providing temporary traffic control services in accordance with Section 618 & Section 619 of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction, and in accordance with Part 6 of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All traffic control devices used shall comply with Part 6 of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Bid Prices for Temporary Traffic Control Services will include furnishing all of the material, supplies, tools, equipment, labor and other services necessary for installation, maintenance and removal of temporary traffic control devices at various locations throughout the City of Gluckstadt. Any materials and labor necessary and incidental to the complete installation of a traffic control device that is not specified on the proposal as a separate pay item shall be considered as an absorbed item. Traffic Control Devices will be measured on a daily basis for the quantity of units in place. The replacement of Traffic Control Devices will not be measured for payment. The Quantities shown on the proposal forms below are not representative of anticipated projects, but are for the purpose of comparing bids and establishing an annual unit price for application on a variety of projects.

Award of the bid for Temporary Traffic Control Services will be based on the Total Bid Amount. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Item		O	** <del>:                                 </del>	Daily Unit Price	Total Price
No.	Description	Quantity	Unit	Price	PIICE
1	Road Work Ahead Sign (W20-1)	10	$\mathrm{EA}_{ullet}$	\$4.00	\$40.00
2	End Road Work Sign (G20-2)	10	EA.	\$4.00	\$40.00
3	Lane Ends Merge Left Sign (W9-2L)	2	EA.	\$4.00	\$ 8.00
4	Lane Ends Merge Right Sign (W9-2R)	2	EA.	\$4.00	\$ 8.00
5	Left Lane Closed Ahead Sign (W20-5L)	2	EA.	\$4.00	\$ 8.00
6	Right Lane Closed Ahead Sign (W20-5R)	2	EA.	\$4.00	\$ 8.00

To: Equipment/Services/Materials Suppliers

From: City of Gluckstadt, Public Works Department

Re: Term Bids

The City of Gluckstadt, Madison County, Mississippi, will be receiving bids until 10:00 am. July 25, 2023 at which time said bids will be publicly opened at City Hall for various materials and services which include the following:

#### Description Form No.

- Cast Iron Curb Inlets (2)
- Aggregate, Soil and Fill Materials (3)
- Drainage Pipe Concrete
- (4-A) Drainage Pipe & Structures (Installation Only)
- Asphalt (FOB Plant (6 month)
- Asphalt (FOB City of Gluckstadt) (6 month) (5) (5-A)
- Pre-Cast Concrete Drainage Structures Materials Only (6)
- Concrete Installation and Repair, Labor and Materials (7)
- (8)
- (Diamond Grade) Traffic Signs, Street Sign Posts and Miscellaneous Materials
- Construction Work Zone Sign and Equipment Rental (9)(10)
- Temporary Painted Traffic Markings (11)
- Permanent Thermoplastic Pavement Markings
- Heat Fused Durable Retro-reflective Preformed Pavement Markings (12)
- Decorative Street Name Signs & Posts (13)(14)
- Vehicle Loop Assemblies
- Crack Sealant (Hot Applied) (15)
- Stamping and Printing Asphalt Pavement (16)(17)

<u>Bid Security:</u> Each bid for labor must be accompanied by a certified check of the bidder or a bid bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

Liquidated Damages for Failure to Enter into Contract (Labor Bids): The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Gluckstadt, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the line item bid unless otherwise specified, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

<u>INTERPRETATION OF BID DOCUMENTS</u>: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

<u>BIDDERS CERTIFICATION:</u> The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

GENERAL INFORMATION: Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase

during the contract period, unless otherwise noted, and any price decrease shall be credited to the City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The quantities specified are <u>not</u> necessarily actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the City. <u>Unit Prices are requested for all items listed</u> even though a zero (0) quantity may show that there have been no recent purchases.

Bid prices shall, unless otherwise noted, include delivery to the City of Gluckstadt. Materials picked up by the City of Gluckstadt at the supplier's place of business may be discounted. The percentage discounts offered to the City for materials picked up at the supplier's place of business, should be noted in the space provided at the bottom of the bid form.

#### **CERTIFICATION OF LOW BID**

#### TEMPORARY PAINTED TRAFFIC MARKINGS

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Alm mill

WITNESS my signature, this the 25th day of July 2023.

#### CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

#### **BID TABULATION**

Project: Annual Bids Materials and Services

Bids Received July 25, 2023
Project: Temporary Painted Traffic Markings

•				BIDDER Traffic Co Jackson,	ntrol Prod. MS
ITEM	ITEM	PROPOSAL		UNIT	TOTAL
NO.	DESCRIPTION	QUANTITY	ITEM	PRICE	PRICE
1.	4" Temporary Traffic Stripe (Skip White)	1	L.F.	\$1.75	\$1.75
2.	4" Temporary Traffic Stripe (Continuous White)	1	L.F <sub>e</sub>	\$1.75	\$1.75
3.	4" Temporary Edge Stripe (Continuous White)	1	L.F.	\$1.75	\$1.75
4.	4" Temporary Traffic Stripe (Skip yellow)	1	L.F.	\$1.75	\$1.75
5.	4" Temporary Traffic Stripe (Continuous Yellow)	1	L.F.	\$1.75	\$1.75
6.	4" Temporary Edge Stripe (Continuous Yellow)	1	L.F.	\$1.75	\$1.75
7	4" Temporary Detail Stripe (White or Yellow)	1	L.F.	\$3.00	\$3.00
8	6" Temporary Traffic Stripe (Skip White)	1	L.F.	\$2.00	\$2.00
9	6" Temporary Traffic Stripe (Continuous White)	1	L.F.	\$2.00	\$2.00
10	6" Temporary Edge Stripe (Continuous White)	1	L.F.	\$2.00	\$2.00
11	6" Temporary Traffic Stripe (Skip yellow)	1	L.F.	\$2.00	\$2.00
12	6" Temporary Traffic Stripe (Continuous Yellow)	1	L.F.	\$2.00	\$2.00
13	6" Temporary Edge Stripe (Continuous Yellow)	1	L.F.	\$2.00	\$2.00
14	6" Temporary Detail Stripe (White or Yellow)	1	L.F.	\$3.25	\$3.25

15	Temporary Legend (White)	1	S.F.	\$14.00	\$14.00
16	Red-Clear Reflective Raised Markers	1	Each	\$15.00	\$15.00
17	Two-Way Yellow Reflective Raised Markers	1	Each	\$15.00	\$15.00
18	Removal of 4" Stripe	1	L.F.	\$5.00	\$5.00
19	Removal of 6" Stripe	1	L.F.	\$8.00	\$8.00
20	Removal of Legend	1	S.F.	\$12.00	\$12.00
	TOTAL				\$97.75



**Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company **Farmington Casualty Company** 

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Fielden Mitts of their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: OR

Principal: Traffic Control Products Co., Inc.

Project Description: Term Bid

**Bid Bond** 

Obligee: City of Gluckstadt

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.









State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I. Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of

July

2023









s. Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond KNOW ALL MEN BY THESE PRESENTS, THAT WE Traffic Control Products Co., Inc. P. O. Box 820, Brandon, MS 39043 as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183 a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gluckstadt 343 Distribution Drive, Madison, MS 39110 Five Percent of Amount Bid as Obligee, hereinafter called the Obligee, in the sum of Dollars (\$ for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for Term Bid NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. 2023 Signed and sealed this 25th day of Traffic Control Products Co., Inc (Principal) Travelers Casualty and Surety Company of America (Seal) (Surety) (Title) Attomey-in-Fact Fielden

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

97.75	TOTAL			
\$12.00	\$12.00	ਜ	$\vdash$	o 13 Removal of Legend
\$ 8.00	\$ 8.00	H.H.	Н	9 12 Removal of 6" Stripe
\$ 5.00	\$ 5.00	L.F.	Н	841 Removal of 4" Stripe

(Skip Yellow)

5 4" Temporary Traffic Stripe 1 L.F. \$1.75 \$1.75 (Continuous Yellow

Item No.	Description	Form #11 Proposal Quantity	Unit	Unit Price	Total Price
6	4" Temporary Edge Stripe (Continuous Yellow	1	L.F.	\$ 1.75	\$ 1.75
7	4" Temporary Detail Stripe (White or Yellow)	1	L.F.	\$ 3.00	\$ 3.00
8	6" Temporary Traffic Stripe (Skip White)	1	L.F.	\$ 2.00	\$ 2.00
9	6" Temporary Traffic Stripe (Continuous White	1	L.F.	\$ 2.00	\$ 2.00
10	6" Temporary Edge Stripe (Continuous White	1	L.F.	\$ 2.00	\$ 2.00
11	6" Temporary Traffic Stripe (Skip Yellow)	1	L.F.	\$ 2.00	\$ 2.00
12	6" Temporary Traffic Stripe (Continuous Yellow	1	L.F.	\$ 2.00	\$ 2.00
13	6" Temporary Edge Stripe (Continuous Yellow	1	L.F.	\$ 2.00	\$ 2.00
14	6" Temporary Detail Stripe (White or Yellow)	1	L.F.	\$ 3.25	\$ 3.25
5.8	Temporary Legend (White)	1	S.F.	\$14.00	\$14.00
65	Red-Clear Reflective Raised	1	Each	\$15.00	\$15.00
10	Markers Two-Way yellow Reflective Raised Marker	1	Each	\$15.00	\$15.00

# FORM #11 TEMPORARY PAINTED TRAFFIC MARKINGS BID SHEET

#### **BID TYPE: Line Item**

This work consists of furnishing, and placing temporary painted traffic marking materials in accordance in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition, Section 619, and all other applicable sections referenced. Existing pavement markings conflicting with temporary markings shall be removed. Temporary painted traffic markings will be measured by the linear foot, as indicated, from end-to-end of individual stripes. In the case of skip lines the measurement will include skips. Detailed traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurement will be made along the surface of each stripe and will exclude nominal skip intervals where specified. Legend, which is to include individual letters and symbols, railroad markings, pedestrian crosswalks and stop lines, will be measured by the square foot.

The quantities specified are <u>not</u> actual quantities proposed for immediate purchase, but are used to establish unit prices. All temporary painted traffic markings shall be Bid at a unit price that includes all labor, travel, materials and incidentals necessary for a complete installation at various locations. Award of bid for temporary painted traffic markings will be based entirely on items 3 and 5. The bid for all items will be awarded to one contractor based on the total combined bid price of items 3 and 5. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Bidder: Traffic Control Products Co., Inc.

Address: P.O. Box 820 Phone #: 601-939-2415

Email: bids@tcpofms.com

Item No.	Description	Proposal Quantity	Unit	Unit Price	Total Price
1	4" Temporary Traffic Stripe (Skip White)	1	L.F.	\$1.75	\$1.75
2	4" Temporary Traffic Stripe (Continuous White	1	L.F.	\$1.75	\$1.75
3	4" Temporary Edge Stripe (Continuous White	1	L.F.	\$1.75	\$1.75
4	4" Temporary Traffic Stripe	1	L.F.	\$1.75	\$1.75

To: Equipment/Services/Materials Suppliers

From: City of Gluckstadt, Public Works Department

Re: Term Bids

The City of Gluckstadt, Madison County, Mississippi, will be receiving bids until 10:00 am. July 25, 2023 at which time said bids will be publicly opened at City Hall for various materials and services which include the following:

#### Form No. Description

- (2) Cast Iron Curb Inlets
- (3) Aggregate, Soil and Fill Materials
- (4) Drainage Pipe Concrete
- (4-A) Drainage Pipe & Structures (Installation Only)
- (5) Asphalt (FOB Plant (6 month)
- (5-A) Asphalt (FOB City of Gluckstadt) (6 month)
- (6) Pre-Cast Concrete Drainage Structures Materials Only
- (7) Concrete Installation and Repair, Labor and Materials
- (8) Concrete Materials and Supplies
- (9) (Diamond Grade) Traffic Signs, Street Sign Posts and Miscellaneous Materials
- (10) Construction Work Zone Sign and Equipment Rental
- (11) Temporary Painted Traffic Markings
- (12) Permanent Thermoplastic Pavement Markings
- (13) Heat Fused Durable Retro-reflective Preformed Pavement Markings
- (14) Decorative Street Name Signs & Posts
- (15) Vehicle Loop Assemblies
- (16) Crack Sealant (Hot Applied)
- (17) Stamping and Printing Asphalt Pavement

during the contract period, unless otherwise noted, and any price decrease shall be credited to the City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

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#### INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

#### All proposals shall be submitted in **DUPLICATE** and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

<u>Hand Delivery</u>: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison, MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

CITY OF GLUCKSTADT, MISSISSIPPI

BY: <u>/s/Lindsay Kellum</u> Lindsay Kellum, City Clerk

Publish: July 6, 2023 and July 13, 2023

Furnish 2 proofs of publication/City of Gluckstadt

#### ADVERTISEMENT FOR BIDS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB – Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied) Stamping and Printing Asphalt Pavement

Official bid documents can be downloaded from Central Bidding at <a href="https://www.centralauctionhouse.com/">https://www.centralauctionhouse.com/</a> For any questions relating to the electronic bidding process and to register, please call Central Action House at 225.810.4314 by 833.422.5727 [bold free]. All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, July 25, 2023 in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS

Section 6, Item A) FOUM !

#### **BID FORM**

Mayor and Board of Aldermen To:

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Traffic Control Products Co., Inc. (Name) P.O.Box 820 (Address) Brandon, MS 39043 bids@tcpofms.com (Email Address) 601-939-2415

(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30. 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25th day of July , 20 23 Traffic Control Products Co., Inc. (Bidder) Wendy R. Garner By: President

#### CERTIFICATION OF LOW BID

#### PERMANENT THERMOPLASTIC PAVEMENT MARKINGS

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

WITNESS my signature, this the 25th day of July 2023.

CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

**BID TABULATION** 

Project: Annual Bids Materials and Services Bid Received July 25, 2023 Project: Permanent Thermoplastic Pavement Markings

				BIDDER Traffic Control Prod.	ol Prod.
ITEM NO.	ITEM DESCRIPTION	PROPOSAL UNIT	UNIT	UNIT	TOTAL
+	4" Thermoplastic Traffic Stripe (Skip White) (90 mil thickness)	3000 L.F.	Ш. ii.	\$0.75	\$2,250.00
2	4" Thermoplastic Traffic Stripe (Continuous White) (90 mil thick)	500 L.F.	ц <sup>s</sup> J	\$1.00	\$500.00
ri O	4" Thermoplastic Edge Stripe (Continuous White) (60 mil thick)	6000 L. F.	ц° i	\$1.00	\$6,000.00
4	4" Thermoplastic Traffic Stripe (Skip yellow) (90 mil thick)	500 L.F.	E.	\$0.75	\$375.00
ý.	4" Thermoplastic Traffic Stripe (Continuous Yellow) (90 mil thick)	8000 L.F.	للبا نــ	\$1.00	\$8,000.00
oj.	4" Thermoplastic Edge Stripe (Continuous Yellow) (60 mil thick)	2000 L.F.	ц. Ц	\$1.00	\$2,000.00
7.	4" Thermoplastic Detail Stripe (4" Equivalent Length) (White or Yellow) (120 mil thick)	1000 L.F.	<u>ц</u> 1	\$2.00	\$2,000.00
œ.	Thermoplastic Legend (White) (120 mil thickness)	1500 SF	SF	\$8.00	\$12,000.00
<u></u>	Removal of 4" Stripe	200	200 L.F.	\$4.00	\$800.00
=		-			

01	6" Thermoplastic Traffic Stripe (Skip White) (90 mil thickness)	3000 L.F.	——	\$1.00	\$3,000.00
<del>-</del>	6" Thermoplastic Traffic Stripe (Continuous White) (90 mil thick)	500 L.F.	ية ن	\$2.00	\$1,000.00
12	6" Thermoplastic Edge Stripe (Continuous White) (60 mil thick)	6000 L.F.	ц <sup>*</sup>	\$2.00	\$12,000.00
5	6" Thermoplastic Traffic Stripe (Skip yellow) (90 mil thick)	500 L.F.	<b>ц</b> <sup>®</sup> _і	\$1.00	\$500.00
4	6" Thermoplastic Traffic Stripe (Continuous Yellow) (90 mil thick)	8000 L.F.	Ц <sup>®</sup>	\$2.00	\$16,000.00
15	6" Thermoplastic Edge Stripe (Continuous Yellow) (60 mil thick)	2000 L.F.	<b>峰</b> 二	\$2.00	\$4,000.00
16	6" Thermoplastic Detail Stripe (6" Equivalent Length) (White or Yellow) (120 mil thick)	1000 L.F.	Ľ,	\$4.00	\$4,000.00
17	Thermoplastic Legend (White) (120 mil thickness)	1500 SF	RS	\$10.00	\$15,000.00
18	Removal of 6" Stripe	200 L.F.	ь. Н	\$8.00	\$1,600.00
19	Red-Clear Reflective Raised Markers	300	300 Each	\$15.00	\$4,500.00
20	Two-Way Yellow Reflective Raised Markers	150	150 Each	\$15.00	\$2,250.00
	TOTAL			TOTAL	\$97,775.00

	PARKING LOT PAVEMENT MARKINGS			BIDDER Traffic Control Prod. Jackson, MS	ol Prod.
Item No.	Description	Proposal Quantity	Item Unit	Unit Price	Total Price
<u></u>	4" Thermoplastic Detail Stripe (White 120 mil Thickness)	3000 L.F.	الد ن	5.00	15,000.00
7	4" Thermoplastic Detail Stripe (Yellow 120 mil Thickness)	500	500 L.F.	5.00	2,500.00
m	4" Thermoplastic Detail Stripe ((Blue 120 mil Thickness)	200		12.00	6,000.00
4	Thermoplastic Legend 4" Equivalent Length ((White 120 mil Thickness)	500	500 S.F.	20.00	10,000.00
ι <b>ι</b>	Thermoplastic Legend  4" Equivalent Length  (Yellow 120 mil Thickness)	100	100 S.F.	20.00	2,000.00
9	Thermoplastic Legend  4" Equivalent Length  (Blue 120 mil Thickness)	200	R.	45.00	22,500.00
7	Removal of 4" Stripe	50	50 L.F.	10.00	500.00
ω	4" Thermoplastic Detail Stripe (White 120 mil Thickness)	3000 L.F.	Ë	5.00	15,000.00
თ	4" Thermoplastic Detail Stripe (Yellow 120 mil Thickness)	500	500 L.F.	5.00	2,500.00
<u>6</u>	4" Thermoplastic Detail Stripe (Blue 120 mil Thickness)	500	500 L.F.	12.00	6,000.00

7	Thermoplastic Legend 4" Equivalent Length (White 120 mil Thickness)	500	ъ П	20.00	10,000.00
12	Thermoplastic Legend 4" Equivalent Length (Yellow 120 mil Thickness)	100 S.F.	S. F.	20.00	2,000.00
13	Thermoplastic Legend 4" Equivalent Length (Blue 120 mil Thickness)	500 S.F.	R.	45.00	22,500.00
4	Removal of 6" Stripe	20	50 L.F.	15.00	750.00
8	Red-Clear Reflective Raised Pavement Markers	10	10 Each	25.00	250.00
19	Two-Way yellow Reflective Raised Pavement Markers	10	10 Each	25.00	250.00
				TOTAL	117,750.00

Section 6, Item A)

#### **BID FORM**

To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Traffic Control Products Co., Inc.

(Name) P.O.Box 820

(Address)

Brandon, MS 39043

bids@tcpofms.com

(Email Address)

601-939-2415

(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30. 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the25th day of July , 20 23

Traffic Control Products Co., Inc.

(Bidder)

Wendy R. Garner

President

(Title)

204

#### ADVERTISEMENT FOR BIDS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB – Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied) Stamping and Printing Asphalt Pavement

Official bid documents can be downloaded from Central Bidding at

https://www.centralauctionhouse.com/and electronic bids can be submitted at https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at 225.324.344.

All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023

THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, July 25, 2023 in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS

<u>Hand Delivery</u>: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison, MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

#### CITY OF GLUCKSTADT, MISSISSIPPI

BY: /s/Lindsay Kellum Lindsay Kellum, City Clerk

Publish: July 6, 2023 and July 13, 2023

Furnish 2 proofs of publication/City of Gluckstadt

#### INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

## All proposals shall be submitted in **DUPLICATE** and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

<u>Bid Security:</u> Each bid for labor must be accompanied by a certified check of the bidder or a bid bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

Liquidated Damages for Failure to Enter into Contract (Labor Bids): The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Gluckstadt, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the line item bid unless otherwise specified, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

<u>INTERPRETATION OF BID DOCUMENTS</u>: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

<u>BIDDERS CERTIFICATION:</u> The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

<u>GENERAL INFORMATION:</u> Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase

during the contract period, unless otherwise noted, and any price decrease shall be credited to the City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The quantities specified are <u>not</u> necessarily actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the City. <u>Unit Prices are requested for all items listed</u> even though a zero (0) quantity may show that there have been no recent purchases.

Bid prices shall, unless otherwise noted, include delivery to the City of Gluckstadt. Materials picked up by the City of Gluckstadt at the supplier's place of business may be discounted. The percentage discounts offered to the City for materials picked up at the supplier's place of business, should be noted in the space provided at the bottom of the bid form.

To: Equipment/Services/Materials Suppliers

From: City of Gluckstadt, Public Works Department

Re: Term Bids

The City of Gluckstadt, Madison County, Mississippi, will be receiving bids until 10:00 am. July 25, 2023 at which time said bids will be publicly opened at City Hall for various materials and services which include the following:

#### Form No. Description

- (2) Cast Iron Curb Inlets
- (3) Aggregate, Soil and Fill Materials
- (4) Drainage Pipe Concrete
- (4-A) Drainage Pipe & Structures (Installation Only)
- (5) Asphalt (FOB Plant (6 month)
- (5-A) Asphalt (FOB City of Gluckstadt) (6 month)
- (6) Pre-Cast Concrete Drainage Structures Materials Only
- (7) Concrete Installation and Repair, Labor and Materials
- (8) Concrete Materials and Supplies
- (9) (Diamond Grade) Traffic Signs, Street Sign Posts and Miscellaneous Materials
- (10) Construction Work Zone Sign and Equipment Rental
- (11) Temporary Painted Traffic Markings
- (12) Permanent Thermoplastic Pavement Markings
- (13) Heat Fused Durable Retro-reflective Preformed Pavement Markings
- (14) Decorative Street Name Signs & Posts
- (15) Vehicle Loop Assemblies
- (16) Crack Sealant (Hot Applied)
- (17) Stamping and Printing Asphalt Pavement

1) Forman M

#### PERMANENT THERMOPLASTIC PAVEMENT MARKINGS BID SHEET

#### **BID TYPE: Total Base Bid**

The quantities specified are <u>not</u> actual quantities proposed for immediate purchase, but are used to establish unit prices. All painted traffic markings shall be in accordance with the Latest version of the Mississippi Standard Specifications for Road and Bridge Construction, Section 626 and 627, and all other applicable sections. Bid price includes all labor, travel, materials and incidentals necessary for a complete installation at various locations. It is the intent of the City of Gluckstadt to issue purchase orders for the above referenced work in the amount of \$3,000 or greater for each work order. The bid for all items will be awarded to one contractor based on the total bid price. The City at its option will execute the Contractor's bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works Director in extraordinary circumstances. Bid prices to be effective from OCTOBER 1, 20233THRU SEPTEMBER 30, 2024.

	Bidder: Traffic Control Products Co., Inc. Address: P.O. Box 820			
	Phone #: 601-939-2415			
	Email: bids@tcpofms.com			
Item No.	Description Propo Quant		Unit Price	Total Price
1	ROADWAY PAVEMENT MARKINGS	3000 L.F.	\$0.75	\$ 2,250.00
1.	4" Thermoplastic Traffic Stripe (Skip White 90 mil Thickness) Measurement includes skips	3000 111.		-
2.	4" Thermoplastic Traffic Stripe (Continuous White 90 mil Thickness	500 L.F.	\$1.00	\$ 500.00
3.	4" Thermoplastic Edge Stripe (Continuous White 60 mil Thickness	6000 L.F.	\$1.00	\$_6,000.00
4	4" Thermoplastic Traffic Stripe (Skip Yellow 90 mil Thickness)	500 L.F.	\$0.75 ———	\$ 375.00
	Measurement includes skips		\$1.00	\$ 8,000.00
5.	4" Thermoplastic Traffic Stripe (Continuous Yellow 90 mil Thicknes	8000 L.F.	1	
6.	4" Thermoplastic Edge Stripe (Continuous Yellow 60 mil Thicknes	2000 L.F.	\$1.00	\$ 2,000.00

7	4" Thermoplastic Detail Stripe (White or Yellow 120 mil Thickness		L.F.	\$ 2.00	\$ 2,000.00
8 • ;	Thermoplastic Legend 4" Equivalent length (White 120 mil Thickness)	1500	L.F.	\$10.00	\$15,000.00
	FORM #	:12			
9.	Removal of 4" Stripe	200	$\mathtt{L.F}_{(\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!$	\$ 5.00	\$ 1,000.00
10.	6" Thermoplastic Traffic Stripe (Skip White 90 mil Thickness) Measurement includes skips	3000	L.F.	\$ 1.00	\$ 3,000.00
11.	6" Thermoplastic Traffic Stripe (Continuous White 90 mil Thickness		L.F.	\$ 2.00	\$ 1,000.00
12.	6" Thermoplastic Edge Stripe (Continuous White 60 mil Thickness		L.F.	\$ 2.00	\$12,000.00
13.	6" Thermoplastic Traffic Stripe (Skip Yellow 90 mil Thickness) Measurement includes skips	500	L.F.	\$ 1.00	\$ 500.00
14.	6" Thermoplastic Traffic Stripe (Continuous Yellow 90 mil Thicknes.		L.F.	\$ 2.00	\$16,000.00
15.	6" Thermoplastic Edge Stripe (Continuous Yellow 60 mil Thicknes	2000 s)	L.F.	\$ 2.00	\$ 4,000.00
16.	6" Thermoplastic Detail Stripe (White or Yellow 120 mil Thickness		L.F.	-	\$ - <del></del> \$
17.	Thermoplastic Legend 6" Equivalent length (White 120 mil Thickness)	1500	L.F.	\$15.00	\$22,500.00
18.	Removal of 6" Stripe	200	L.F.	\$ 8.00	\$ 1,600.00
19.	Red-Clear Reflective Raised Pavement Markers	300	Each	\$15.00	\$ 4,500.00
20.	Two-Way Yellow Reflective Raised Pavement Markers	150	Each	\$15.00	\$ 2,250.00
			ТС	OTAL \$	108,475.00

FORM #13

## PARKING LOT PAVEMENT MARKINGS

Item	Description	Proposal Quantity	Item Unit	Unit Price	Total Price
	ING LOT PAVEMENT MARKINGS				
1	4" Thermoplastic Detail Stri (White 120 mil Thickness)	pe 300	0 L.F.	\$ 5.00	\$15,000.00
2	4" Thermoplastic Detail Stri (Yellow 120 mil Thickness)	pe 500	L.F.	\$ 5.00	\$ 2,500.00
3.	4" Thermoplastic Detail Stri (Blue 120 mil Thickness)	pe 500	L.F.	\$12.00	\$_6,000.00
4.	Thermoplastic Legend 4" Equivalent Length (White 120 mil Thickness)	500	S.F.	\$20.00	\$10,000.00
5.	Thermoplastic Legend 4" Equivalent Length (Yellow 120 mil Thickness)	100	S.F.	_\$20.00_	\$_2,000-00
6.	Thermoplastic Legend 4" Equivalent Length (Blue 120 mil Thickness)	500	S.F.	\$45.00	\$22,500.00
7.	Removal of 4" Stripe	50	L.F.	\$10.00	\$ 500.00
8.	4" Thermoplastic Detail Stri (White 120 mil Thickness)	_pe 300	0 L.F.	\$ 5.00	\$15,000.00
9.	4" Thermoplastic Detail Stri (Yellow 120 mil Thickness)	Lpe 500	L.F.	\$ 5.00	\$ 2,500.00
10.	4" Thermoplastic Detail Stri (Blue 120 mil Thickness)	ipe 500	L.F.	\$12.00	\$ 6,000.00
11.	Thermoplastic Legend 4" Equivalent Length (White 120 mil Thickness)	500	S.F.	\$20.00	\$10,000.00

117,750.00

\$ 2,000.00	\$22,500.00	\$750.00	\$250.00	\$250.00
\$20.00	\$45.00	\$15.00	\$25.00	\$25.00
ਜ	ਨ ਜ਼ਿ	L.F.	Each	Each
100	200	FORM #37 50	10	10
Thermoplastic Legend 4" Equivalent Length (Yellow 120 mil Thickness)	Thermoplastic Legend 4" Equivalent Length (Blue 120 mil Thickness)	Removal of 6" Stripe	Red-Clear Reflective Raised Pavement Markers	Two-Way yellow Reflective Raised Pavement Markers
12.	r C	14.	18	19.

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 **Bid Bond** KNOW ALL MEN BY THESE PRESENTS, THAT WE Traffic Control Products Co., Inc. P. O. Box 820, Brandon, MS 39043 as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183 a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gluckstadt 343 Distribution Drive, Madison, MS 39110 as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid 5% Dollars (\$ for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for Term Bid NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. 2023 25th day of Signed and sealed this Traffic Control Products Co., Inc. (Principal) Travelers Casualty and Surety Company of America (Seal) (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006



**Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company Farmington Casualty Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Fielden Mitts of their true and lawful Attomey(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.:

**Bid Bond** 

Principal: Traffic Control Products Co., Inc.

OR

Project Description: Term Bid

Obligee: City of Gluckstadt

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.









State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation Is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of

2023









**Assistant Secretary** 

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

### CERTIFICATION OF LOW BID

### HEAT FUSED DURABLE RETROFLECTIVE PREFOMED PAVEMENT MARKINGS

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation.

Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Alm mill

WITNESS my signature, this the 25th day of July 2023.

CI' Section 6, Item A) F GLUCKSTADT WORKS DEPARTMENT

**BID TABULATION** 

Project: Heat Fused Durable Retroreflective Preformed Pavement Markings

Bids Received July 25, 2023

						BIDDER	
				Transtex Transportation	nsportation	Ennis-Flint, Inc	nc.
				Houston, TX 77086		Greensboro, NC	NC
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
16	Thermoplastic Symbols and						
	Legends (125 mil Thickness)						
a	Straight Arrow 9'10" x 3'3"	_	Each	\$146.00	\$146.00	\$59.06	\$59.06
Ъ	Curved Arrow Left 8'2" x 6'3		Each	\$164.00	\$164.00	\$68.50	\$68.50
o	Curved Arrow Right 8'2 x 6'3"	_	Each	\$169.00	\$169.00	\$68.50	\$68.50
d	Combination Arrow Left 13'1" x 7'4"		Each	\$306.00	\$306.00	\$123.87	\$123.87
0	Combination Arrow Right 13'1" x 7'4"	_	Each	\$306.00	\$306.00	\$123.87	\$123.87
+	Drop Lane Arrow Left 18' x 5'8"	_	Each	\$436.00	\$436.00	\$176.72	\$176.72
(JC)	Shark Teeth Yield Symbol 12"x18"	-	Each	\$22.00	\$22.00	\$5.56	\$5.56
5	AHEAD 8'	R==	Each	\$337.00	\$337.00	\$171.12	\$171.12
Ε.	BIKE 4'	سوا	Each	\$705.00	\$705.00	\$86.86	\$86.86
С.	LANE 4'	jaine 1	Each	\$705.00	\$705.00	\$91.12	\$91.12
7	MPH 8'	_	Each	\$200.00	\$200.00	\$101.64	\$101.64
.Eå	ONLY 4'		Each	\$177.00	\$177.00	\$111.45	\$111.45
3	ONLY 8'	-	Each	\$243.00	\$243.00	\$123.29	\$123.29
п	RXR *See note below		Each	\$465.00	\$465.00	\$236.02	\$236.02
0	SCHOOL 8'		Each	\$378.00	\$378.00	\$191.88	\$191.88
P	STOP 8'	) ( <b>1 1 1 1 1 1 1 1 1 1</b>	Each	\$309.00	\$309.00	\$122.12	\$122.12
q	Handicap 40"x40"(White & Blue)		Each	\$126.00	\$126.00	\$73.96	\$73.96

		\$46,073.67			TOTAL	
\$4,024.18						
					(black, 12"x3' x 125 mil)	
\$82.59	\$7.95	\$17.40	\$17.40	1 Each	5 Black out Material	
					material, white 2"x3'x250 mil)	
	N.				4"x3'x125mil; and one bar	
					One base material, white,	
					each rumble bar shall include	Γ
\$73.80	\$6.15	\$12.82	\$12.82	1 Each	S Rumble Bars	Sec
					etion	ction
\$161.70	\$5.39	\$13.25	\$13.25	1 L.F.	6, lt 24" Width	<u>р</u> 6. It
<b>:</b>		·			tem	tem

Form 13

### **BID FORM**

To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Trantex Transportation Products of Texas, In C.

(Name) Frick Rd

(Address)

770810 Houston, TX

trantexinc. com Christina (a)

(Email Address)

(28)448-7711

(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 24 day of July, 20 24

Transportation Products of Texas, Inc. (Bidder)

By: Christina Moss

vice president



### HEAT FUSED DURABLE RETROFLECTIVE PREFORMED PAVEMENT MARKINGS

BID TYPE: Total Base Bid

All RETRO REFLECTIVE preformed pavement markings materials shall be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices for Heat Fused Durable RETRO REFLECTIVE Preformed Pavement Markings. ADA Mats shall be a cast-in-place detectable warning pad equivalent to Access Tile or equivalent with the color to be specified at time of order and shall meet 2010 ADA Requirements. Prices include delivery to the City of Gluckstadt's Street Maintenance Department. Bid prices to be effective from OCTOBER 1, 2023 THRU **SEPTEMBER 30, 2024.** 

Bidder: Transportation Products of Texas, in C.
Address: 3310 Frick Rd., Houston, Tx 17086

Phone #: (281) 448-771

Email: christing @trantexing com

Ema I.	: Christina la tramente co				
Item	Description	Proposal	Item	Unit	Total
No.		Quantity	Unit	Price	Price
1.	Thermoplastic Symbols and				
- 52	Legends (125 mil Thickness)			PARTY MANAGEMENT	
	Straight Arrow 9'10 x 3'3"	1	Each	146.00	146.00
	Curved Arrow Left 8'2 x 6'3"	1	Each	164.00	164.00
	Curved Arrow Right 8'2 x 6'3"	1	Each	169.00	169.00
	Combination Arrow Left 13'1"x7	4" 1	Each	304.00	304.00
	Combination Arrow Right 13'1"x	7'4" 1	Each	304.00	30 4 OD
	Drop Lane Arrow Left 18' x 5'8	" 1	Each	436.00	434.00
	Shark Teeth Yield Symbol 12"x1	8" 1	Each	22.00	22.00
	AHEAD 8'	1	Each	337.00	337.00
	BIKE 4'	1	Each	705.00	105.00
	LANE 4'	1	Each	705,00	705.00
	MPH 8'	1	Each	200.00	200.00
	ONLY 4'	1	Each	177.00	00. [[1
	ONLY 8'	1	Each	243.00	243.00
	RXR *See note below	1	Each	465.00	465.00
	SCHOOL 8'	1	Each	378.00	378.00
	STOP 8'	1	Each	309.00	309.00
	Handicap 40"x40"(White & Blue)		Each	126.00	126.00
	AL Bicycle Design w/Man 6'6"x3	'4" 1	Each	164.00	1104.00
	Bike Lane w/Man 24"x12"	1	Each	550.00	550.00
	Bicycle Desig. Lane w/Man 4'x2	' 1	Each	112.00	112.00
	Bicycle Desig.Lane W/Man 6'6"x	3'4" 1	Each	144.00	164.00
	Bicycle Desig. Lane W/Man 8'x4		Each	194.00	194.00

	Bike Symbol No Man 5'9"x3'3" Bicycle Symbol No Man 6' x 3'4" Bicycle Desig. Trail 4'x4' Bike Loop Detector Symbol 3;7"x12" Pedestrian Symbol 8' XING 8' SLOW 8'	1 1 1 1 1 1	Each Each Each Each Each Each Each	178.00 178.00 250.00 (03.00 275.00 254.00 240.00	Section 6, Item A)  170.00  250.00  103.00  275.00  254.00  240.00
	FORM PED 8' 125 mil Marker Adhesive Squares	#13 1	Each	200.00	200,00
	5" Black ADA Mats	1	Each	1.50	1.50
	2'x2' Yellow	1	Each	75.00	75.00
2.	Thermoplastic Line (White, Blue or Yellow) (125 mil Thickness (Flat Sections) 4" Width 8" Width 12" Width 16" Width 24" Width	90 45 30 30 15	L.F. L.F. L.F. L.F.	172.00 172.00 172.00 232.00 172.00	15,480.00 -1,740.00 -5,140.00 -6,940.00 -2,580.00
3	Thermoplastic Line (White, Blue or Yellow) (125 mil Thickness) (Rolls) 4" Width 12" Width 16" Width 24" Width	) 1 1 1	L.F. L.F. L.F. L.F.	2.25 6.00 6.85 13.25	2.25 10.60 6.65 13.25
4 ,	Rumble Bars (each rumble bar shall include One base material, white, 4"x3'x125mil; and one bar material, white 2"x3'x250mil)	1	Each	12.82	12.82
5.	Black out Material (black, 12"x3' x 125 mil)	1	Each	17.40	17.40
				TOTAL BID	\$44,073.67

### NOTE:

<sup>\*</sup>RXR contains (2) 6' "R" letter and 16"x3' strips for the "X"

### **BID FORM**

To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Ennis-Flint, Inc.

(Name)

4161 Piedmont Pkwy Ste 370

(Address)

Greensboro, NC 27410

dl-ts-contracts@ppg.com

(Email Address)

800-331-8118

(Phone #)



In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30. 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the <sup>12th</sup> day of July , 20 23

Ennis-Flint, Inc.

(Bidder)

By: Dane Alsabrook

Directr of Contract Administration (Title)

(Signature)

### ADVERTISEMENT FOR BIDS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB – Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied) Stamping and Printing Asphalt Pavement

### Official bid documents can be downloaded from Central Bidding at

https://www.centralauctionhouse.com/ and electronic bids can be submitted at https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at 225.810.4814 or 833.412.5717 (toll free). All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, July 25, 2023 in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS

<u>Hand Delivery</u>: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison, MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

CITY OF GLUCKSTADT, MISSISSIPPI

BY: /s/Lindsay Kellum

Lindsay Kellum, City Clerk

Publish: July 6, 2023 and July 13, 2023

Furnish 2 proofs of publication/City of Gluckstadt

### INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

### All proposals shall be submitted in **DUPLICATE** and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

<u>Bid Security:</u> Each bid for labor must be accompanied by a certified check of the bidder or a bid bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

<u>Liquidated Damages for Failure to Enter into Contract (Labor Bids)</u>: The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Gluckstadt, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the line item bid unless otherwise specified, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

<u>INTERPRETATION OF BID DOCUMENTS</u>: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

<u>BIDDERS CERTIFICATION:</u> The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

GENERAL INFORMATION: Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase

during the contract period, unless otherwise noted, and any price decrease shall be credited to the City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The quantities specified are <u>not</u> necessarily actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the City. <u>Unit Prices are requested for all items listed</u> even though a zero (0) quantity may show that there have been no recent purchases.

Bid prices shall, unless otherwise noted, include delivery to the City of Gluckstadt. Materials picked up by the City of Gluckstadt at the supplier's place of business may be discounted. The percentage discounts offered to the City for materials picked up at the supplier's place of business, should be noted in the space provided at the bottom of the bid form.

FORM #12 3

# HEAT FUSED DURABLE RETROFLECTIVE PREFORMED PAVEMENT MARKINGS

### **BID TYPE: Total Base Bid**

All RETRO REFLECTIVE preformed pavement markings materials shall be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices for Heat Fused Durable RETRO REFLECTIVE Preformed Pavement Markings. ADA Mats shall be a cast-in-place detectable warning pad equivalent to Access Tile or equivalent with the color to be specified at time of order and shall meet 2010 ADA Requirements. Prices include delivery to the City of Gluckstadt's Street Maintenance Department. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Bidder: Ennis-Flint, Inc.

Address: 4161 Piedmont Pkwy, Ste 370 Greensboro, NC 27410

Phone #: 800-331-8118

Email: dl-ts-contracts@ppg.com

	- 10000				
Item	Description	Proposal	Item	Unit	Total
No.		Quantity	Unit	Price	Price
1:	Thermoplastic Symbols and				
	Legends (125 mil Thickness)				
	Straight Arrow 9'10 x 3'3"	1	Each	\$59.06 ea	\$59.06 *sold 2/pk
	Curved Arrow Left 8'2 x 6'3"	1	Each	\$68.50 ea	\$68.50 *sold 2/pk
	Curved Arrow Right 8'2 x 6'3"	1	Each	\$68.50 ea	\$68.50 *sold 2/pk
	Combination Arrow Left 13'1"x7	<b>'</b> 4" 1	Each	\$123.87 ea	\$123.87
	Combination Arrow Right 13'1"x'	7'4" 1	Each	\$123.87 ea	\$123.87
	Drop Lane Arrow Left 18' x 5'8'		Each	\$176.72 ea	\$176.72
	Shark Teeth Yield Symbol 12"x1	8 <b>"</b> 1	Each	\$5.56 ea	\$5.56 *sold 25/pk
	AHEAD 8'	1	Each	\$171.12 ea	\$171.12
	BIKE 4'	1	Each	\$86.86 ea	\$86.86
	LANE 4'	1	Each	\$91.12 ea	\$91.12
	MPH 8'	1	Each	\$101.64 ea	\$101.64
	ONLY 4'	1	Each	\$111.45 ea	\$111.45
	ONLY 8'	1	Each	\$123.29 ea	\$123.29
	RXR *See note below	1	Each	\$236.02 ea	\$236.02
	SCHOOL 8'	1	Each	\$191.88 ea	\$191.88
	STOP 8'	1	Each	\$122.23 ea	\$122.23
	<pre>Handicap 40"x40"(White &amp; Blue)</pre>	1	Each	\$73.96 ea	\$73.96 *sold 2/pk
	AL Bicycle Design w/Man 6'6"x3	<b>'</b> 4 <b>"</b> 1	Each	\$78.65 ea	\$78.65 *sold 5/pk
	Bike Lane w/Man 24"x12"	1	Each	\$28.54 ea	28.54
	Bicycle Desig. Lane w/Man 4'x2	<b>'</b> 1	Each	\$53.81 ea	\$53.81 *sold 5/pk
	Bicycle Desig.Lane W/Man 6'6"x		Each	\$78.44 ea	\$78.44
	Bicycle Desig. Lane W/Man 8'x4		Each	\$115.72 ea	\$115.72

	Bike Symbol No Man 5'9"x3'3" Bicycle Symbol No Man 6' x 3'4" Bicycle Desig. Trail 4'x4' Bike Loop Detector Symbol 3;7"x12" Pedestrian Symbol 8' XING 8' SLOW 8'	1 1 1 1 1 1	Each Each Each Each Each Each Each	\$85.36/ea \$115.72 ea \$51.44 ea \$35.36 ea \$68.29 ea \$128.70 ea \$122.23 ea	\$85.36 *sold 5/pk \$115.72 \$51.44 *sold 5/pk \$35.36 \$68.29 \$128.70 \$122.23
	HODA				
	PED 8' 125 mil Marker Adhesive Squares	1 #13	Each	\$101.64 ea	\$101.64
	5" Black ADA Mats	1	Each	NO BID	NO BID
	2'x2' Yellow	1	Each	NO BID	NO BID
2.	Thermoplastic Line (White, Blue or Yellow) (125 mil Thickness (Flat Sections) 4" Width 8" Width 12" Width 16" Width 24" Width	90 45 30 30 15	L.F. L.F. L.F. L.F.	\$.73/lf \$1.45/lf \$2.18/lf \$2.92/lf \$4.36/lf	\$65.70 /pack \$65.25 /pack \$65.40 /pack \$87.60 /pack \$65.40 /pack
3.	Thermoplastic Line (White, Blue or Yellow) (125 mil Thickness) (Rolls				
	4" Width 12" Width 16" Width 24" Width	1 1 1 1	L.F. L.F. L.F.	\$.94/lf \$2.71/lf \$3.67/lf \$5.39/lf	\$84.60 /roll \$162.60 /roll \$110.10 /roll \$161.70 /roll
4 -	Rumble Bars (each rumble bar shall include One base material, white, 4"x3'x125mil; and one bar material, white 2"x3'x250mil)	1	Each	\$6.15 ea	\$73.80/pack *sold 12/pk
5.	Black out Material (black, 12"x3' x 125 mil)	1	Each	\$7.95 ea 3'section	<u>\$82.59 /pk</u> *sold 30 lf/pk

### NOTE:

TOTAL BID \$ 3882.00

<sup>\*</sup>RXR contains (2) 6' "R" letter and 16"x3' strips for the "X"

### **CERTIFICATION OF LOW BID**

### VEHICLE LOOP ASSMEMBLIES

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Jole M mill

WITNESS my signature, this the 25th day of July 2023.

CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

Project: Annual bid materials and service Bids Received July 25, 2023 Project: Vehicle Loop Assemblies

				BIDDER	
				Lewis Electric, Inc.	ic, Inc.
				Flowood, MS	S
ITEM	ITEM	PROPOSAL	ITEM	UNIT	TOTAL
NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	PRICE
_	Vehicle Loop	180	Ľ.	\$17.00	\$3,060.00
	Assemblies				
2	Probe Point Detection	2	Each	n/b	q/u
	Units (Paired)				

Form 15

### **BID FORM**

To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

F

From:	Lewis Electric, Inc.	
	(Name)	
	P.O. Box 320337	_;
	(Address)	
	Flowood, MS 39232	
	sibby@lewiselectricinc.org	
	(Email Address)	
	601-932-0101	_
	(Phone #)	

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30. 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of July , 2023

Lewis Electric, Inc. (Bidder)

Sylvia L. Russell

President



### VEHICLE LOOP ASSEMBLIES

### **BID TYPE: LINE ITEM**

Bids to be quoted per linear foot. Bid prices to be effective from OCTOBER 1, 2023 THRU
SEPTEMBER 30, 2024. This work, complete and accepted, will be paid for at the contract unit price bid per linear foot of loop, or probe point detection unit, per each, which price shall be full compensation for furnishing all materials; for all sawing, installing, sealing, connecting lead-in, testing, and for all equipment, tools, labor and incidentals necessary to complete the work. The City at its option will execute the Contractor's bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors' bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works Director in extraordinary circumstances. The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities.

Bidder: Lewis Electric,Inc.  Address: P.O. Box 320337, Flowo Phone #: 601-932-0101  Email: sibby@lewiselectricing				
	PROPOSAL	ITEM	UNIT	TOTAL
ITEM DESCRIPTION	QUANTITY	UNIT	PRICE	PRICE
Vehicle Loop     Assemblies	180	L.F.	\$ <u>17.00</u>	\$_3,060.00
<ol> <li>Probe Point         Detection Units         (Paired)     </li> </ol>	2	EACH	\$N/A	
			TOTAL \$_	3,060.00

### VEHICLE LOOP ASSEMBLIES

### **PART 1 - DESCRIPTION**

1-01 This work shall consist of furnishing all component materials required to form complete independent vehicle loop assemblies of the type(s) specified and assembling, constructing, erecting and installing same in conformity with these specifications to insure properly operating unit(s) in accordance with the design(s) and at the locations as directed.

### 1-02 MATERIAL REQUIREMENTS

A. Materials used on this construction on this construction shall conform to the following requirements:

<u>Slot Sealer</u> - The materials to be used to seal the saw cut shall be a one component sealant compound designed specifically for sealing detector loops in concrete or asphalt. It shall have satisfactory compressive strength to bridge the saw cut under traffic but remain flexible to compensate for thermal contraction or expansion. The one component sealant shall be a polyurethane material of a composition that will cure only in the presence of moisture.

B. Physical Properties: The cured sealant shall have the following physical properties:

(1) Hardness (Indentation) 60-80 (ASTM D-2240)

(2) Tensile Strength 600 PSI min. (ASTM D-412A) (3) Elongation 250 % min. (ASTM D-412A)

C. Performance Properties: The cured sealant shall have the following properties:

Adhesion to Concrete
 Compatibility with Asphalt
 Porosity
 Adhesion to Concrete
 Gardner Color 10(ASTM-1544)
 Substantially free of voids

- D. <u>Loop Wire</u> Loop wire and lead-in to the pull-box or aerial junction box shall be Number 14, American Wire Gauge (AWG) stranded meeting the requirements of IMSA Specification No. 51-3, per the requirements of City of Gluckstadt Specifications for Traffic Signal and Electrical Cable.
- E. <u>Conduit</u> Conduit required for installation of the loop lead-ins shall be in accordance with City of Gluckstadt Specifications for Lighting and Traffic Signal Conduit.
- F. Probe Point Detection Units B When the loop assembly consists of probe point detection units, the probe units shall be capable of operating in a temperature range of -35EF to 165EF and in 100% humidity. The probe shall not be affected by water, snow, ice or pavement deterioration. The probe cable shall be polyurethane jacketed, polypropylene insulated less than 1/4 inch in diameter. Probes are to be located in a one-inch vertical hole approximately 18 inches below the roadway surface. Probe cable is to be installed in 1/4-inch cut slot made by a diamond or abrasive power saw.

- N. Sealing the Saw Cut
  All saw cuts with the wire installed shall be inspected and approved by the Engineer before
  the sealer is installed.
- O. The Contractor shall install the sealer in strict adherence to the manufacturer's recommendations and these specifications.
- P. No sealer shall be installed during inclement weather or under any condition which might introduce moisture into the saw slots.
- Q. The viscosity of the sealer shall be such that it can be readily pored into the slot, completely surround the wires, displace all air and fill the slot so that the sealer is flush with the roadway surface. The finished sealed slot shall be waterproof and present a neat workmanlike appearance.
- R. The sealer shall be sufficiently hardened before allowing traffic on it.
- S. Testing
- T. After the loop and lead-in have been assembled in place and before sealing the saw cut, a continuity check and a resistance check on the loop to ground shall be made. Resistance to ground shall be not less than 10 megohms.
- U. This same test shall be made after the slot is sealed.
- V. An inductance test shall also be made to insure that the required inductance values are achieved.
- W. Test shall be conducted in the presence of the Engineer or his representative.

### 1-04 METHOD OF MEASUREMENT

Vehicle loop assemblies will be measured by the linear foot computed horizontally along the saw slot in which the loop wire is installed and will include the loop lead-in to the pull box.

### 1-05 BASIS OF PAYMENT

This work, complete and accepted, will be paid for at the contract unit price bid per linear foot of loop, which price shall be full compensation for furnishing all materials; for all sawing, installing, sealing, connecting lead-in, testing, and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under: Vehicle Loop Assemblies - per linear foot. Probe Point Detection Units (paired) B per each

### 1-03 CONSTRUCTION REQUIREMENTS

### A. Loop Slots

Loop wire shall be installed in saw cuts in the roadway made by a diamond or abrasive power saw. In all cases, the slot shall be of sufficient depth to provide a minimum one inch cover between the top of the loop wires and the roadway surface.

- B. The saw cuts shall be overlapped so that the slot has full depth at all corners. All corners where loop wires turn shall be diagonally cut so that there are no jagged edges or protrusions which may damage the wire.
- C. Prior to installation of the wire, the saw cuts shall be cleaned and dried. There shall be no cutting dust, grit, oil, moisture or other contaminants in the saw cut.

### D. Wire Installation

The loop wire shall not have any cuts, nicks, abrasions or breaks in the insulation before or after installation in the slot. Any wire having defects in the insulation shall be replaced.

- E. Loop wire and lead-in to the pull-box or loop detector shall be one continuous length of wire with no splices.
- F. Loop lead-in from the curb or edge of pavement to the pull-box or condulet shall be installed in 3/4 inch conduit. The loop lead-in for each loop shall be run in separate saw cuts from the loop to the pull-box.
- G. The two loop lead-in wires shall be twisted 2 to 5 turns per foot from the loop to the point of termination.
- H. Loop lead-in wires or shielded cable terminating in the controller or detector cabinet shall be uniquely identified by an insulated, pre-printed sleeve slipped over the wire before attachment of a lug connector.
- I. Lead-in as intended in this section is the two loop wires from the loop to the shielded cable.
- J. Each loop shall have a shielded cable from the pull-box or condulet to the controller cabinet or detector equipment box, unless specified and/or directed by the Engineer. There shall be no splices in the shielded cable unless otherwise directed by the Engineer. Shielded cable shall be specified in City of Gluckstadt Specifications for Traffic Signal and Electrical Cable.
- K. The wire shall be placed in the bottom of the slot so that there are no kinks, curls, straining or stretching of the insulation. Subsequent turns of the loop shall be placed to assure vertical stacking of the wires.
- L. Special care shall be taken in seating the wires so that the insulation will not be broken or abraded. No sharp tools such as screwdriver or metal object shall be used for this operation.
- M. Loop location shall be as directed by the Engineer.

# Mississippi BOARD OF CONTRACTORS tate of 3

107 RIVER PINES POST OFFICE BOX 320337 LEWIS ELECTRIC, INC. FLOWOOD, MS 39232 is duly registered and entitled to perform

1) ELECTRICAL WORK 2) PASSENGER BOARDING BRIDGES



CERTIFICATE OF RESPONSIBILITY No. 09431-MC

Expires Apr. 8, 2024

CHAIRMAN OF THE BOARD

# UNIFIED CERTIFICATION CERTIFICATED Disadvantaged Business Enterprise Program

This certificate acknowledges that

Lewis Electric, Inc.

NAICS Codes: 238210 - Electrical/Traffic Signals

has been certified under the Mississippi unified certification process as a

Disadvantaged Business Enterprise

In accordance with 49 CFR Part 26 as published in the Code of Federal Regulations.

Classification: I Date Issued: F

: DBE February 06, 2020

Next Review Date: February 06, 2025

Caralyn . Beec

Mississippi UCP Committee Chairperson



### CERTIFICATION OF LOW BID

### EQUIPMENT AND LABOR BY THE HOUR

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation.

Based on my personal examination thereof I certify the following:

1. That the bid be awarded to Blurton and Banks and the lowest and only bidder.

Jammal

WITNESS my signature, this the <u>25th</u> day of July 2023.

# CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

Project: Annual bid materials and services. Bids Received: July 25, 2023 10:00 a.m. Project: Water/Sewer, Labor

BIDDER Blurton & Banks Jackson, MS	TOTAL PRICE	98,400.00	
	DESCRIPTION F	Labor and Equipment - General	
	NO.		

grupment. Section 6, Item A)



Mayor and Board of Aldermen To:

> City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Bluton Banks + Associates

Cblurton 1 @ gmail. com

601-957-2055 (Phone #)



In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of 54/4, 2023

Blurken Banks +

(Bidder)

By: Clurk Blurken

Section 6, Item A)

## THE AMERICAN INSTITUTE OF ARCHITECTS

### AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Blurt 6055 Ridgewood Drive, Jackson, MS 39211	on Banks & Associates, Inc.	
as Principal, hereinafter called the Principal, and The Gray (	Casualty & Surety Company	
P.O. Box 6202, Metairie, LA 70009-6202		
a corporation duly organized under the laws of the State of	LA	
as Surety, hereinafter called the Surety, are held and firmly t		
	Distribution Drive, Madison, MS 391	10
as Obligee, hereinafter called the Obligee, in the sum of		
3	Dollars (\$	5% ),
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly ar	said Principal and the said Sure and severally, firmly by these prese	ty, bind ourselves, our heirs, nts.
WHEREAS, the Principal has submitted a bid for Term Bid		
NOW, THEREFORE, if the Obligee shall accept the bid of the Obligee in accordance with the terms of such bid, and gontract Documents with good and sufficient surety for the payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Princip penalty hereof between the amount specified in said bid an contract with another party to perform the Work covered by to remain in full force and effect.	ive such bond or bonds as may the faithful performance of such ( thereof, or in the event of the faithful pay to the Obligee the ( d such larger amount for which the	contract and for the prompt illure of the Principal to enter difference not to exceed the ne Obligee may in good faith Ill be null and void, otherwise
Signed and sealed this day of	July	
e la la Matri	Blurton Banks & Associates, Inc. (Principal)	(Seal)
(Witness)	By: Clark Blurton	President
Cerd Cup & SEAL SEAL SEAL	The Gray Casualty & Surety Con (Surety)  By: White Attorney-in-Fact Fielden Mitts	(Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

# THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: Bid Bond

Principal: Blurton Banks & Associates, Inc.

Obligee: City of Gluckstadt

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011.

SEAL S

By:

Mudal To Lay

Michael T. Gray
President, The Gray Insurance Company
and

Vice President,

The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

SS

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar, Notary Public, Parish of Orleans State of Louisiana

2023 .

State of Louisiana

My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of

nd and affixed the seals of the Companies this 25th day of

SEAL S



Mark S. Manguno, Secretary
The Gray Insurance Company

The Gray Casualty & Surety Company

Section 6, Item A)

# THE AMERICAN INSTITUTE OF ARCHITECTS

# AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Blurton Banks & Associates, Inc.  6055 Ridgewood Drive, Jackson, MS 39211	
as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company P.O. Box 6202, Metairie, LA 70009-6202	
a corporation duly organized under the laws of the State of _ as Surety, hereinafter called the Surety, are held and firmly b	LA ound unto City of Gluckstadt listribution Drive, Madison, MS 39110
as Obligee, hereinafter called the Obligee, in the sum of	Five Percent of Amount Bid
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.	
WHEREAS, the Principal has submitted a bid for Term Bid	
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.	
Signed and sealed thisday of	July
Chily Water	Blurton Banks & Associates, Inc. (Principal) (Seal)
(Witness)	By: Clark Blurton President (Title)
Cerd Cup & SEAL SEAL SEAL	The Gray Casualty & Surety Company  (Surety) (Seal)  By: Attomey-in-Fact Fielden Mitts (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY GENERAL POWER OF ATTORNEY

WALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and

behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and on benan and seed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: Bid Bond

Principal: Blurton Banks & Associates, Inc.

Obligee: City of Gluckstadt

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June. 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

Michael T. Gray President, The Gray Insurance Company and

Vice President,

The Gray Casualty & Surety Company

Mark S. Manguno Secretary,

The Gray Insurance Company, The Gray Casualty & Surety Company

State of Louisiana

SS:

Parish of Jefferson On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar, Notary Public, Parish of Orleans

State of Louisiana

My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of

2023 .



Mark S. Manguno, Secretary The Gray Insurance Company

The Gray Casualty & Surety Company

### ADVERTISEMENT FOR BIDS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB - Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied) Stamping and Printing Asphalt Pavement

Official bid documents can be downloaded from Central Bidding at

https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at 225.810.4814 or 833.412.5717 (toll free). All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, July 25, 2023 in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS

Hand Delivery: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison, MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

CITY OF GLUCKSTADT, MISSISSIPPI

BY: <u>/s/Lindsay Kellum</u> Lindsay Kellum, City Clerk

Publish: July 6, 2023 and July 13, 2023

Furnish 2 proofs of publication/City of Gluckstadt

### INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

### All proposals shall be submitted in **DUPLICATE** and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

Bid Security: Each bid for labor must be accompanied by a certified check of the bidder or a bid bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

Liquidated Damages for Failure to Enter into Contract (Labor Bids): The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Gluckstadt, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the line item bid unless otherwise specified, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

INTERPRETATION OF BID DOCUMENTS: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

<u>BIDDERS CERTIFICATION:</u> The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

GENERAL INFORMATION: Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase

during the contract period, unless otherwise noted, and any price decrease shall be credited to the City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The quantities specified are <u>not</u> necessarily actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the City. <u>Unit Prices are requested for all items listed</u> even though a zero (0) quantity may show that there have been no recent purchases.

Bid prices shall, unless otherwise noted, include delivery to the City of Gluckstadt. Materials picked up by the City of Gluckstadt at the supplier's place of business may be discounted. The percentage discounts offered to the City for materials picked up at the supplier's place of business, should be noted in the space provided at the bottom of the bid form.

To: Equipment/Services/Materials Suppliers

From: City of Gluckstadt, Public Works Department

Re: Term Bids

The City of Gluckstadt, Madison County, Mississippi, will be receiving bids until 10:00 am. July 25, 2023 at which time said bids will be publicly opened at City Hall for various materials and services which include the following:

### Form No. Description

- (2) Cast Iron Curb Inlets
- (3) Aggregate, Soil and Fill Materials
- (4) Drainage Pipe Concrete
- (4-A) Drainage Pipe & Structures (Installation Only)
- (5) Asphalt (FOB Plant (6 month)
- (5-A) Asphalt (FOB City of Gluckstadt) (6 month)
- (6) Pre-Cast Concrete Drainage Structures Materials Only
- (7) Concrete Installation and Repair, Labor and Materials
- (8) Concrete Materials and Supplies
- (9) (Diamond Grade) Traffic Signs, Street Sign Posts and Miscellaneous Materials
- (10) Construction Work Zone Sign and Equipment Rental
- (11) Temporary Painted Traffic Markings
- (12) Permanent Thermoplastic Pavement Markings
- (13) Heat Fused Durable Retro-reflective Preformed Pavement Markings
- (14) Decorative Street Name Signs & Posts
- (15) Vehicle Loop Assemblies
- (16) Crack Sealant (Hot Applied)
- (17) Stamping and Printing Asphalt Pavement

City of Gluckstadt Term Bid Addendum # 1

The City of Gluckstadt is hereby issuing addendum #1 for contract Labor. All other requirements for submitting a bid still apply as stated in the bid packet. Please Contact Mike McCollum at 601-953-2828 or Bridgette Smith at 769-567-2314 if you have any questions. Thanks.

PROPOSAL CITY OF GLUCKSTADT, MISSISSIPPI

BIDDER NAME: Blarton Banks + Associates

SCHEDULE B: OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024

EQUIPMENT AND LABOR RENTAL PER HOUR - "INSTALLATION ONLY" MATERIALS TO BE SUPPLIED BY OWNER; ALL TRACTORS, TRAILERS, TRUCKS,

AND FLATBED TRUCKS/TRAILERS NECESSARY FOR THE TRANSPORTATION OF HEAVY EQUIPMENT ARE ABSORBED IN THE HOURLY UNIT PRICE FOR THE RELATED EQUIPMENT.

ITEM	EM ITEM		ITEM	UNIT
TOTA	L			
NUMBER	DESCRIPTION	QUANTITY	UNIT	PRICE
PRICE	_			
B-01	BACKHOE & OPERATOR			
	(CASE 500 or equivalent)	80.00	HOUR	\$ 110.00
\$ <b>_8</b> ,8	300.00			
B-02	TRACKHOE & OPERATOR	40.00	HOUR	\$ 138.00
\$ 5,5	520.00			
	(JOHN DEER 690 or equiva	lent)		
B-03	SMALL DOZER & OPERATOR			0.00
	(CAT D3 or equivalent)	60.00	HOUR	\$ 110.00
\$ 6,	600.0 <u>0</u>			
B-04	LARGE DOZER & OPERATOR			
	(CAT D7 or equivalent)	60.00	HOUR	\$ 120.00
\$ <b>_7</b> ,	200. ºº			
B-05	PICKUP TRUCK	80.00	HOUR	\$ 15.00
\$ <b></b>	200.00			
B-06	76	100.00	HOUR	\$ 15.00
\$ <b>/</b> ,	500.∞			
B-07	AIR COMPRESSOR W/AIR			. me
	TOOLS (175 CFM MIN.)	50.00	HOUR	\$_12.

	\$ 600.00			00
B-08	PIPE LAYER	160.00	HOUR	\$ 28. =
B-09	\$ <u><b>4,4%0.<sup>22</sup></b></u> LABORER	200.00	HOUR	\$ 26.00
00	\$ 5,200.00	200.00		
B-10	FOREMAN	80.00	HOUR	\$ 50.00
	\$ 4.000,00			
B-11	TEN TON DUMP TRUCK			- 40
	AND DRIVER	40.00	HOUR	\$ 90.00
	\$ 3,600.00			
B-12	ROAD PATROL & OPERATOR	50.00	HOUR	\$ 60.00
	\$ 3,000.00			
B-13	PNEUMATIC RUBBER		_	. 0000
	TIRE ROLLER & OPERATOR	50.00	HOUR	\$_90.=
	\$ <u>4,500.9</u>			100 00
B-14	3" BYPASSING PUMP SETUP	10.00	EACH	\$ 600
	\$ <u>6,000.00</u>			000 00
B-15	4" BYPASSING PUMP SETUP	8.00	EACH	\$_ <b>000.</b> —
	\$ 6,400.00	C 00	EACII	c 1200 00
B-16	6" BYPASSING PUMP SETUP	6.00	EACH	7 1, aco.
B-17	\$ 7,200.22 8" BYPASSING PUMP SETUP	4 00	EACH	s 1500.00
D-1/	\$ 6,000. 6	1.00		
B-18	3" BYPASSING PUMP			
В 10	OPERATION	200.0	HOUR	\$ 12,00
	\$ 2,400.00			
B-19	4" BYPASSING PUMP			•
	OPERATION	160.0	HOUR	\$ 25.00
	\$ 4.000.00			
B-20	6" BYPASSING PUMP			500m2 4 <b>2</b>
	OPERATION	120.0	HOUR	\$ 45.00
	\$ 5,400.00			
B-21	8" BYPASSING PUMP			4
	OPERATION	80.0	HOUR	\$ 60.00
	\$ 4,800.00			
	Mex wall ad			. da you oo
TOTAI	L SCHEDULE B:\$ 98,400.			\$ 98,400.
	\$			

City of Gluckstadt Term Bid Addendum # 1

1

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PROPOSAL CITY OF GLUCKSTADT, MISSISSIPPI

BIDDER NAME: Blarton Banks + Associates

SCHEDULE B: OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024

EQUIPMENT AND LABOR RENTAL PER HOUR - "INSTALLATION ONLY" MATERIALS TO BE SUPPLIED BY OWNER; ALL TRACTORS, TRAILERS,

AND FLATBED TRUCKS/TRAILERS NECESSARY FOR THE TRANSPORTATION OF HEAVY EQUIPMENT ARE ABSORBED IN THE HOURLY UNIT PRICE FOR THE RELATED EQUIPMENT.

ITEM	ITEM	PROPOSAL	ITEM	UNIT
TOTA	L *			Control recent
NUMBER	DESCRIPTION	QUANTITY	UNIT	PRICE
PRICE			*	
B-01	BACKHOE & OPERATOR			2 11000
	(CASE 500 or equivalent)	80.00	HOUR	\$_110.=_
\$ 8,	800.00			+ 134 00
B-02	TRACKHOE & OPERATOR	40.00	HOUR	\$ 138.00
\$ 5.	520.00			
	(JOHN DEER 690 or equiva	lent)		
B-03	SMALL DOZER & OPERATOR			10000
	(CAT D3 or equivalent)	60.00	HOUR	\$ 110.00
\$ 6	,600.00			
B-04	LARGE DOZER & OPERATOR.			
	(CAT D7 or equivalent)	60.00	HOUR	\$ 120.00
\$ <b>7</b>	, 200.00			
B-05	PICKUP TRUCK	80.00	HOUR	\$ 15.00
\$ 1	,200.00		_	
B-06	L LITTLE	100.00	HOUR	\$ 15.00
\$	.500.00			. <del>*</del>
B-07	AIR COMPRESSOR W/AIR			00
	TOOLS (175 CFM MIN.)	50.00	HOUR	\$_12.=_

	\$ 600.00			3/1/00
B-08	PIPE LAYER	160.00	HOUR	\$ <u>28</u>
	\$ 4,480.00			\$ 26.00
B-09	LABORER	200.00	HOUR	5 do, -
	\$ 5,200.00	00.00	HOUD	\$ 50.00
B-10	FOREMAN	80.00	HOUR	3_90
	\$ 4,000.00			
B-11	TEN TON DUMP TRUCK	40.00	HOUR	\$ 90.00
	AND DRIVER	40.00	NOON	Y
	\$ 3,600.00	50 00	HOUR	\$ 60.00
B-12	ROAD PATROL & OPERATOR \$ 3,000.00	30.00	110011	
D 10	PNEUMATIC RUBBER			
B-13	TIRE ROLLER & OPERATOR	50.00	HOUR	\$ 90.00
	\$ 4.500.00	20.00		
B-14	3" BYPASSING PUMP SETUE	10.00	EACH	\$ 600.00
D.T.4	\$ 6,000,00			- 10
B-15	4" BYPASSING PUMP SETUE	8.00	EACH	\$ 800. =
D 10	\$ 6,400.00			
B-16	6" BYPASSING PUMP SETUE	6.00	EACH	\$ 1,200. =
	\$ <b>7,200.</b> 2			1500 00
B-17	8" BYPASSING PUMP SETUE	4.00	EACH	\$_1,500
	s_6,000.00			
B-18	3" BYPASSING PUMP	(4.)	HOLID	\$ 12,00
	OPERATION	200.0	HOUR	٥_ (هر, -
	\$ <u>2,400.00</u>			
В-19		1.00 0	HOUR	\$ 25.00
	OPERATION	160.0	HOOK	Ψ_ ωνι
- 00	\$ 4,000.00			
B-20		120.0	HOUR	\$ 45.00
	OPERATION	120.0	11001	
B-21	8" BYPASSING PUMP	*		
B-51	OPERATION	80.0	HOUR	\$ 60.00
	s 4.800.00			
	1 11/4-1			dd unn 00
ТОТА	L SCHEDULE B:\$ 98,400.			\$ <u>98,900.</u>
10111	6			- :1

### **BID FORM**

Mayor and Board of Aldermen To: City of Gluckstadt

343 Distribution Drive

Madison, Mississippi 39110

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of 54/4, 2023

Blueton Banks +

(Bidder)

By: Clark Blueton

for the development of four pre-fabricated homes. Detailed information pertaining to the submission of a response to this request for proposals may be obtained from the Department of Planning and Development, Suite 229 Warren Hood Building: 200 South President Street, Jackson, Mississippi 39201, or by contacting Chloe Dotson at 601-960-1172 or email cdotson@city.jackson.ms.us Responses will be received by the City of Jackson, Office of the City Clerk at 219 South President Street, Jackson, MS 39205 until 3:30p.m., Central Standard Time July 11, 2023. Each prosper must submit a signed original six (6) printed copies and an electronic copy (thumb drive w/ pdf) of its proposal. Official proposal documents can be downloaded from Central Bidding at www.centralbidding.com . electronic responses can be submitted at www.centralbidding.com . For any questions relating to the electronic response process, please call Central Bidding at 225-810-4814. The City of Jackson is committed to the principle of non-discrimination in public contracting and professional services. It is the policy of the City of Jackson to promote full and equal business opportunity for all person doing business with the City. /s/ Chloe Dotson Chloe Dotson Director of Planning & Development City of Jackson, Mississippi 06/22, 06/29/2023

### Jackson, MS

### Mississippi Link - 6/22/2023

PUBLIC NOTICE REQUEST FOR PROPOSALS The City of Jackson ('City") is seeking to develop a single family infill project in the City of Jackson This RFP is for the onsite and related water and sewer infrastructures for the development of four pre-fabricated homes Dela ted information pertaining to the submission of a response to this request for proposals may be obtained from the Department of Planning and Development, Suite 229 Warren Hood Building 200 South President Street. Jackson. Mississippi 39201, or by contacting Chloe Dotson at 601 -960-1172 o' email cdotson@city. jackson. ms.us Responses will be received by the City of Jackson. Office of the City Clerk at 219 South President Street. Jackson MS 39205 until 3.30p.m., Central Standard Time July 11, 2023 Each prosper must submit a signed original six (6) ported copies and an electronic copy ;r - -• drive w/ pdf) of its proposal Official proposal documents can be downloaded from Central Biddi ng at www.centralbidding.com . electronic responses can be submitted at www.centralbidding.com. For any questions relating to the electronic response process, ptease cal Central 8iddmg at 225-810-4814 The City of Jackson is committed to the principle of non-discnmmation in public contracting and professional services. It is the policy of the City of Jackson to promoce full and equal business opporturity for all person doing business with the City. Chloe Dotson, Director Department of Planning and Development City of Jackson Mississippi 6/22/2023. 6/29/2023

### Ridgeland, MS

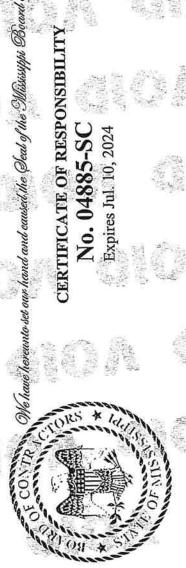
### Madison Co Journal - 6/22/2023

ADVERTISEMENT FOR TERM BIDS Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 AM, Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110. Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied) Stamping and Printing Asphalt Pavement Official bid documents can be downloaded from Central Bidding at https://www.centralauctionhouse.com/ and electronic bids can be submitted at https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at (225)810-4814 or (833)412-5717 (toll free). All Bids must be sealed and clearly marked Sealed Bid with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, unless otherwise indicated . Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid. All bids properly submitted in accordance with this notice will be opened at 10:00 AM, July 25, 2023 in the Board Room at City of Gluckstadt located at 343 Distribution Drive,

# ONTRACTORS

BLURTON, BANKS AND ASSOCIATES, INC 6055 RIDGEWOOD RD, STE.D **JACKSON, MS 39211**  is duly registered and entitled to perform

1) EROSION CONTROL 2) GRADING 4) PAVING 5) WATER & SEWER 3) HWY. DRAINAGE



CERTIFICATE OF RESPONSIBILITY

No. 04885-SC

Expires Jul. 10, 2024



Contractors to be afficed this 1,0 day of Jul., 2023

Section 6, Item A)

### BID FORM

Mayor and Board of Aldermen To: City of Gluckstadt 343 Distribution Drive

Madison, Mississippi 39110 ADCAMP, INC. From:

(Name) PO BOX 54246 (Address) JACKSON, MS 39288-4246 jason@adcampinc.com (Email Address) 601-939-4493 (Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 25 day of JULY, 20 23

ADCAMP, INC. (Bidder)

By: RALPH BARNES

PRESIDENT (Title)

(Signature)

9.	Surface Course (SC-1B)Loaded	100	Ton	\$ \$
10.	Surface Course (SC-1B)Delivered	100	Ton	\$ \$

### FORM #5

### **ASPHALT**

**Bid Type: Line Item** 

All asphalt shall be in accordance with the City of Gluckstadt Subdivision Regulations. BIDS SHALL BE F.O.B. CITY OF GLUCKSTADT, INSTALLED AT VARIOUS LOCATIONS. Bids shall run from OCTOBER 1, 2023 THRU MARCH 31, 2024.

-	un nom <u>october</u>				
Bidder:	ADCAMP, INC.	*			
Address:	PO BOX 54246  JACKSON, MS 3928	8-4246			
- u					
Phone #:	601-939-4493	COM	<del></del> //		
Email:	jason@adcampinc.	COM	_		
TOTAL	ITEM	PROPOSAL	ITEM	UNIT	TOTAL
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	PRICE
<u>NO.</u>	DESCRIPTION,				
1.	Cold Mix	10	Ton	\$ <u>NO BID</u>	\$NO BID
2.	Base Course (BB-1A),	100	Ton	\$ <u>108.00</u>	\$ <u>10,800.</u> 00
3.	Surface Course (SC-1B)	100	Ton	\$ <u>114.00</u>	\$ <u>11,400.</u> 00
4.	Failed Areas (dig out and replacer of full depth asphalt)		Ton	\$ <u>175.00</u>	\$ <u>.1,750.0</u> 0
5a.	LOCAL ROADS Surface Course (SC-1A)	1,000	Ton	\$ <u>114.0</u> 0	\$ <u>114,000.</u> 00
5b.	Milling of Asphalt S (<3000 SY)	Surface 1	LS	\$6,000.0	0 \$ 6,000.00
5c.	Milling of Asphalt S (>3000 SY)	Surface 4,000	) SY	\$2.00	\$_8,000.00
5d	Failed Areas (dig out and replace of full depth asphalt	ment t)	Ton	\$ <u>185.0</u> 0	\$ <u>1,850.</u> 00
					and the second s

TOTAL 5 (a-d)

\$<u>129,850.</u>00

### FORM 5-A

6a.	COLLECTOR ROADS Surface Course (SC-1A)	1,000	Ton	\$ <u>114.0</u> 0	\$ <u>114,000.</u> 00
6b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$ <u>6,000.</u> 00	\$6,000.00
6c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$0	\$8,000.00
6d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ <u>185.0</u> 0	\$ <u>1,850</u> .00
			TOTAL 6 (a-	-d)	\$ <u>129,850</u> .00
7a.	ARTERIAL ROADS Surface Course (SC-1A)	1,000	Ton	\$ <u>114.00</u>	\$ <u>114,000</u> .00
7b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$ <u>6,000.0</u> 0	\$6,000.00
7c.	Milling of Asphalt Surface (>3000 SY)	4,000	SY	\$ 2.00	\$ <u>8,000</u> .00
7d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ <u>185.00</u>	\$1,850.00
			TOTAL 7 (a	a-d)	\$ <u>129,850</u> .00
	PARKING LOTS	1 000	Ton	\$ 114.00	\$ <u>114,000</u> .00
8a.	Surface Course (SC-1A)	1,000	1011	Ψ	
8b.	Milling of Asphalt Surface (<3000 SY)	1	LS	\$ <u>6,000.</u> 0	6,000.00
8c.	Milling of Asphalt Surface (>3000 SY)	4,000	) SY	\$2.00	\$8,000.00

8d	Failed Areas (dig out and replacement	10	Ton	\$ <u>185.00</u>	\$1,	Section 6, Item A)
	of full depth asphalt)		TOTAL 8 (a	1-d)	<u>\$ 129</u>	<u>,850</u> .00
	н	FORM	5-A			
9a.	MULTI-USE PATH Surface Course (SC-1A)	250	Ton	\$ <u>150.00</u>	\$_37	<u>,500</u> .00
9b.	Milling of Asphalt Surface (<6000 SY)	1	LS	\$ <u>18,000.</u> 0	0\$ <u>18</u>	<u>,000</u> .00
9d	Failed Areas (dig out and replacement of full depth asphalt)	10	Ton	\$ <u>185.00</u>	\$1	<u>,850</u> .00
			TOTAL 9 (	a-d)	\$ <u>57</u>	,350.00

### Notes:

- All Bid Prices, except Item #1, include hauling, labor, equipment, materials, and installation at various locations designated by the City of Gluckstadt.
- 2. Item # 1 Bid Price includes labor, materials and hauling to the City of Gluckstadt's Street Department Shop.
- The quantities specified are <u>not</u> actual quantities proposed for immediate purchase, but are simply estimated quantities used to establish unit prices for purchases by the City for the six month term.
- 4. The hot mix asphalt (HMA) mixtures shall meet the following production requirements. At least 10 days prior to the start of work the Contractor shall submit for approval by the City Engineer a proposed job-mix formula (JMF) signed by a Certified Mixture Design Technician meeting the requirements listed in the City of Gluckstadt Subdivision Regulations.
- 5. For items 5-8 the application of asphalt shall commence no later than 48 hours and be completed no later than 96 hours from the time milling of the street under repair is commenced. Failure to comply with this requirement will result in \$500.00 per day in liquidated damages. The Public Works Director will determine if rain days or other environmental conditions warrant an extension of time. The City at is option will execute the Contractors bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works

Section 6, Item A)

Director in extraordinary circumstances.

### FORM 5-A

### Multi-Use Path Notes:

This work consists of overlaying a new asphalt surface onto an existing multi-use path or a prepared surface intended for a multi-use path at various locations within the City of Gluckstadt. This work shall include furnishing, delivering and placement of hot mix asphalt pavement in one or more lifts, in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections stated on the Purchase Order, and in strict accordance with the City of Gluckstadt Subdivision Regulations. Asphalt paving equipment and haul trucks must be able to travel on and overlay multi-use path width's ranging from 8-ft to 12-ft in remote areas with difficult terrain and limited access. The maximum allowable load shall be 10-tons on any haul truck traveling on the multi-use path to deliver asphalt to the paver. No separate payment will be made to the Contractor for construction and removal of temporary access paths along City-owned property. No separate payment shall be made for removal and replacement of multi-use path bollards.

### McGriff Insurance Services, LLC

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157 PH 601-790-8500 WATS 800-844-6700 FAX 601-790-8558

### **BID BOND**

The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Adcamp, Inc.

NG 00000 4246		
P. O. Box 54246, Jackson, MS 39288-4246 as Principal, hereinafter called the Principal, and <u>Travelers Casualty</u>	and Surety Company of Ar	nerica
One Tower Square, Hartford, CT 06183		
a corporation duly organized under the laws of the state of CT as Surety, hereinafter called the Surety, are held and firmly bound unto	City of Gluckstadt	
343 Distribution Drive, Madison, MS 39110 as Obligee, hereinafter called Obligee, in the sum of		
Five Percent of Amount Bid for the payment of which sum well and truly to be made, the said Principa trators, successors and assigns, jointly and severally, firmly by these pre	l and the said Surety, bind oursel sents.	
WHEREAS, the Prinicipal has submitted a bid for Asphalt FOB at P Various Locations for a term of 6 Months, as per proposal	lant, FOB Asphalt City of Gl	uckstadt, Installed at
NOW, THEREFORE, if the Obligee shall accept the bid of the Princip accordance with the terms of such bid, and give such bond or bonds as a and sufficient surety for the faithful performance of such Contract and for tion thereof, or in the event of the failure of the Principal to enter such Colligee the difference not to exceed the penalty hereof between the amount in good faith contract with another party to perform the Work cover to remain in full force and effect.	r the prompt payment of labor and ontract and give such bond or bount specified in said bid and such led by said bid, then this obligation	d material furnished in the prosecu- onds, if the Principal shall pay to the larger amount for which the Obligee on shall be null and void, otherwise
Signed and sealed this. 25th	day of	8- <b></b>
Molle A Murphey (Witness)  May  (Witness)	By (Attorney-in-fa	(Seal)  (Title)  Surety Company of America (Surety)  act & Res. Miss. Agen()
	Cand	lice McCarty



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint CANDICE MCCARTY of RIDGELAND , Mississippi , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of July









Kevin E. Hughes, Assistant Secretary

# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we,				
A J Construction, Inc.				
P.O. Box 2024 Madison, MS 39130				
as Principal, hereinafter called the Principal, and				
The Hanover Insurance Company				
440 Lincoln Street Worcester, MA 01653				
a corporation duly organized under the laws of the State	te of	NH		
as Surety, hereinafter called the Surety, are held and fi	irmly bou	nd unto		
City of Gluckstadt				
343 Distribution Drive Gluckstadt, MS 39110			.i	
as Obligee, hereinafter called the Obligee, in the sum of	or Five F	ercent of Amount Bi	a	
		Do	llars (\$ 5%	)
for the payment of which sum well and truly to be make heirs, executors, administrators, successors and assignments.	ade, the gns, joint	said Principal and they and severally, firm	e said Surety, bir ly by these preser	nd ourselves, our ets.
WHEREAS, the Principal has submitted a bid for				
Term Bid for Asphalt (FOB - City of Gluckstadt) (6 mo	nth)			
NOW THEREFORE, the condition of this obligation contract the said Principal will, within the time requirement to secure the performance of the terms and contine Principal and Surety will pay unto the Obligee the Principal and the amount for which the Obligee legal amount be in excess of the former, but in no event shall signed and sealed this 25th day of July	ed, enter ditions of different lly contra	Into a formal control f the contract, then to the in money between the with another par hereunder exceed to	act and give a go this obligation to b n the amount of the ty to perform the	od and sufficient e void; otherwise ne bid of the said work if the latter
Signed and sealed this	Pivi	2020		
	AJ	Construction, Inc.		
		11	(Principal)	(Seal)
Call		11 /11/1	b a	1
	By:	m 1/1/1	Preside	1
(Witness)	/	/	(Title)	MINISURAL STREET
Λ		<i>Q</i>	-2	A Paragraphical Control of the Contr
	The	Hanover Insurance	Company	重 1883 )
	8	/		To Sall
W		61	(Surety)	The state of the s
Blake Johnson (Witness)	By:	112	/	**************************************

Stephen Wesley Price/Jr.

Fisher Brown Bottrell Insurance, Inc.

(Attorney-in-Fact)

### THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

### KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Stephen Wesley Price, Jr.

Of Jackson, MS individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seat, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings or surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duty signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limits to stated below:

Any such obligations in the United States, not to exceed Forty Million and No/190 (\$40,000,000) in any single instance. That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect.

Surety Band Number: Bid Bond Principal: A J Construction, Inc. Obligee: City of Gluckstadt

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of datation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Altorney and Certified Copies of such Powers of Altorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 — The Hanover Insurance Company; Adopted April 14, 1982 — Massachusetts Bay Insurance Company; Adopted September 7, 2001 — Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of April, 2023



The Hanever Insurante Company Massochusetts Boy Insurance Company Citizens Insurance Company of America

ames H. Kandecki, Vice President

The Hansver Insurance Company Medicachusetts Bay Insurance Campony (Interns Insurance Company of America

Josilen M. Mendoza, Vice President

STATE OF CONNECTICUT COUNTY OF HARTFORD

) 55.

On this 6th day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

Wendy Latournes

Notary Public, State of Connecticut
My Commission Expires July 31, 2025

Wendy Latournes, Notary Public My commission expires July 31, 2025

I, the undersigned Vice President of The Henover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Wordester, Massechusetts, this 25th

2023

July

CERTIFIED COPY

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ts Bay Insgra

day of

### **CERTIFICATION OF LOW BID**

### PRE-CAST CONCRETE DRAINAGE STRUCTURES MATERIALS ONLY

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation.

Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

gram milet

WITNESS my signature, this the 25th day of July 2023.

### City of Gluckstadt PUBLIC WORKS DEPARTMENT

Project: Annual Bid materials and services

Bids Received July 25, 2023

Project: Pre-Cast Concrete Drainage Structures-Materials Only

BIDDER Design Precast & Pipe Gulfport, MS

				Guirport, IVI	
ITEM		PROPOSAL		UNIT	TOTAL
NO.	DESCRIPTION	QUANTITY		PRICE	PRICE \$0.00
1	12" x 12" Catch Basin	1	Each	N/B	\$0.00
2	18" x 18" Catch Basin	1	Each	N/B	\$0.00
3	24" x 24" Catch Basin (4'x6" max height in 3" increments		Each	\$2,241.27	\$2,241.27
4	24" x 24" Riser Section (Purchased in 3" increments from 12" to 48" in height	58	Each	\$1,251.60	\$1,251.60
5	24" x 36" Catch Basin (4'x6" max height in 3" increments	1,	Each	\$2,869.11	\$2,869.11
6	24" x 36" Riser Section (Purchased in 3" increments from 12" to 48" in height		Each	\$1,515.09	\$1,515.09
7	24" x 48" Catch Basin (4'x6" max height in 3" increments	i.	Each	\$3,076.11	\$3,076.11
8	24" x 48" Riser Section (Purchased in 3" increments from 12" to 48" in height		Each	\$1,712.71	\$1,712.71
9	30" x 30" Catch Basin (4'x6" max height in 3" increments	L .	Each	\$3,107.28	\$3,107.28
10	30" x 30" Riser Section (Purchased in 3" increments from 12" to 48" in height		Each	\$1,762.71	\$1,762.71
11	36" x 36" Catch Basin (4'-6" max height in 3" increments	10	Each	\$3,138.44	\$3,138.44
12	36" x 36" Riser Section (Purchased in 3" increments from 12" to 48" in height		Each	\$1,812.71	\$1,812.71
13	36" x 48" Catch Basin (4'-6" max height in 3" increments		Each	\$3,654.79	\$3,654.79

14	36" x 48" Riser Section (Purchased in 3" increments from 12" to 48" in height	1	Each	\$1,976.21	\$1,976.21
15	36" x 60" Catch Basin (4'-6" max height in 3" increments	1	Each	\$4,171.15	\$4,171,15
16	36" x 60" Riser Section (Purchased in 3" increments from 12" to 48" in height	1	Each	\$2,239.70	\$2,239.70
17	48" x 48" Catch Basin (4'-6" max height in 3" increments		Each	\$4,235.13	\$4,235.13
18	60" x 60" Catch Basin (4'-6" max height in 3" increments		Each	\$5,674.32	\$5,674.32
19	24" x 48" Type 1, Catch Basin (4'-6" max height in 3" increments	1	Each	\$3,276.11	\$3,276.11
20	36" x 60" Curb Inlet (no wing extensions & 4'-6" max height in 3" increments)	1	Each	\$4,061.82	\$4,061.82
21	36" x 60" SS-2 Curb Inlet (two 60" wing extensions & 4'-6" max height in 3" increments)	1	Each	\$5,856.88	\$5,856.88
22	36" x 60" SS-2 Curb Inlet (one 60" wing extensions & 4'-6" max height in 3" increments)	1	Each	\$5,272.70	\$5,272.70
23	36" x 60" Curb Inlet (no wing extensions) standard height	1	Each	\$1,496.79	\$1,496.79
24	36" x 60" SS-2 Curb Inlet (two 60" wing extensions) standard height	1	Each	\$3,732.74	\$3,732.74
25	36" x 60" SS-2 Curb Inlet (one 60" wing extensions) standard height	1	Each	\$3,245.60	\$3,245.60

### PRE-CAST CONCRETE DRAINAGE STRUCTURES MATERIALS ONLY

### **BID TYPE:** Line Item

This work shall include the furnishing and delivering of Pre-Cast Concrete Drainage Structures in strict accordance with the City of Gluckstadt Subdivision Regulations and in reasonably close conformity with the details, lines, grades, and dimensions stated on the Purchase Order. This work shall include all necessary fittings, bases, and connections required. Measurement of concrete drainage structures, complete and accepted by the City of Gluckstadt, will be made as shown in the bid listing below. No separate payment shall be made for castings, gratings, rings and covers, or joint sealant material. All concrete drainage structures shall have a minimum thickness of 6-inches on the tops, bottoms and walls.

The quantities specified are not actual quantities proposed for immediate purchase, but are used to establish unit prices. All Pre-Cast Concrete Drainage Structures shall be Bid at a unit price that includes all delivery and materials necessary for a complete installation at various locations. Award of bid for Pre-Cast Concrete Drainage Structures will be based on the Total Bid Amount. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Bidder: Design Precast & Pire Address: P.O. Box 2401, Guiffort, Ms 39505

Phone: (222) 831 - 5833

Item No.	Description	Proposal Quantity	Unit	Unit Total Price Price
1	12" x 12" Catch Basin	1	EA.	nobid nobid
2	18" x 18" Catch Basin	1	EA.	nobid no bid
3	24" x 24" Catch Basin (12" min to 5'-0" max	1	EA.	2241.27 2241.27
4	height in 3" increments)  24",x 24" Riser Section  (Purchased in 3" increments	1	EA.	1251.60 1251.60
5	from 12" to 48" in height)  24" x 36" Catch Basin  (12" min to 5'-0" max	1	EA.	2869.11 2869.11
6	height in 3" increments) 24" x 36" Riser Section	1	EA.	1515.09 1515.09

(Purchased in 3" increments from 12" to 48" in height)

7 24" x 48" Catch Basin
(12" min to 5'-0" max height in 3" increments)

EA. 3076.11 3076.11

		_
FORM	#	6

1

Item		# 6			
	Description	Proposal	Unit	Unit	Total
No.		Quantity		Price	Price
8	24" x 48" Riser Section (Purchased in 3" increments from	1	EA.	1712:71	1712.71
9	12" to 48" in height)  30" x 30" Catch Basin  (12" min to 5'-0" max height in	1	EA.	3107.28	3107.28
10	<pre>3" increments) 30" x 30" Riser Section (Purchased in 3 " increments from 12" to 48" in height)</pre>	1	EA.	1762.71	1762,71
11	36" x 36" Catch Basin (12" min to 5'-0" max height in	1	EA.	3138,44	3138.44
12	<pre>3" increments) 36" x 36" Riser Section (Purchased in 3" increments from</pre>	1	EA.	1812.71	1812.71
13	12" to 48" in height)  36" x 48" Catch Basin  (12" min to 5'-0" max height in	1	EA.	<u>3654.7</u> 9	3654.79
14	3" increments)  36" x 48" Riser Section  (Purchased in 3" increments from	1	EA.	1976.21	1976.21
15	12" to 48" in height)  36" x 60" Catch Basin  (12" min to 5'-0" max height in	1	EA.	4171.15	4171.15
16	3" increments)  36" x 60" Riser Section  (Purchased in 3" increments from	1	EA.	2239.70	2239.70
17	12" to 48" in height)  48" x 48" Catch Basin  (12" min to 5'-0" max height in	1	EA.	4235.13	4-235.13
18	3" increments) 60" x 60" Catch Basin (12" min to 5'-0" max height in	1	EA.	<u>5674.3</u> 2	5674.32
19	3" increments) 24" x 48" Type 1, Catch Basin (12" min to 5'-0" max height in	1	EA.	3276.11	3276.11
20	3" increments) 36" x 60" Curb Inlet	1	EA.	4061.82	4061.82

	(no wing extensions & 12" min to 5'-0" max height in 3" increments)			
21	36" x 60" SS-2 Curb Inlet (two 60" wing extensions & 12" min to 5'-0" max height in 3" increments)	1	EA.	<u>5856.88 5856.88</u>
22	36" x 60" ss-2 Curb Inlet (one 60" wing extension & 12" min to 5'-0" max height in 3" increments)	1	EA.	<u>5272.70 5272.70</u>
23	36" x 60" Curb Inlet Top Section (no wing extensions) Standard Height	FORM 17 1	EA.	1496.79 1496.79
24	36" x 60" SS-2 Curb Inlet Top Section (two 60" wing extensions) Standard Height	1	ΞA.	3732.74 3732.74
25	36" x 60" SS-2 Curb Inlet Top Section (one 60" wing extension) Standard Height	1	EA.	3245.60 3245.60

### CERTIFICATION OF LOW BID

### CONCRETE INSTALLATION AND REPAIR LABOR AND MATERIALS

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

Alm mal

WITNESS my signature, this the 25th day of July 2023.

CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

**BID TABULATION** 

Project: Annual materials and services.
Bids Received July 25, 2023
Project: Concrete Installation and Repair, Labor and Materials

\$247,800.00	TOTAL				
900.00	00.6	LBS	100	Void Filling with Polyurethane Material	41
950.00	9.50	LBS	100	Drainage Structure & Pipe Leveling & Lifting	13
950.00	9.50	LBS	100	Concrete Curb & Gutter Leveling & Lifting	12
950.00	9.50	LBS	100	Concrete Sidewalk Leveling & Lifting	7
300.00	30.00	با ان	10	Sawcutting of existing curb and gutter or Misc. Contrete	10
4,500.00	900.00	C.∀	Ŋ	Removal of existing Misc Concrete	<b>б</b>
5,000.00	25.00	L.F.	200	Removal of existing Curb and Gutter	œ
6,300.00 6,300.00 13,600.00	2,100.00 2,100.00 1,700.00	> > > > > > > > > > > > > > > > > > >	0-3 3-8 8 8	Removal and Replacement of existing Minor Structures	2

### **BID FORM**

To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

From: Bulldog Construction Company Inc.

(Name)

PO Box 1936

(Address)

Madison, MS 39130

trey@bulldogconstructioncompany.com

(Email Address)

601-853-4242

(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 24th day of July , 2023

Bulldog Construction Company Inc. (Bidder)

By: Donald B. Jackson III "Trey"

Secretary

(Signature)

## FORM #6 7

### CONCRETE INSTALLATION AND REPAIR, LABOR AND MATERIALS

### **BID TYPE: Total Base Bid**

Bids are to be quoted as listed below. Dirt work prior to placement of forms to be performed by the City of Gluckstadt. All concrete, steel dowels and dummy joints to be furnished by the Contractor. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024. Curb and gutter shall be installed in accordance with Section 609 of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction. Asphalt curbing shall not be allowed. Miscellaneous-in-place concrete work shall include items shown as sidewalk, drive and concrete median. Leveling and lifting of concrete sidewalk, curb & gutter, and drainage structures & pipe shall conform to MDOT Special provision 907-420-4 and 907-420-5 and use NCFI Poly System 24-003 or approved equal. ADA Curb Ramps shall conform to MDOT Standard Construction Details and City of Gluckstadt Standard Construction Details. Type of curb ramp is dependent upon location and application. Minor Structures concrete work shall include items such as drainage structures and shall be installed in accordance with Section 601 of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction. The City at is option will execute the Contractors bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors' bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works Director in extraordinary circumstances.

Bidder: Bulldog Construction Company Inc.

Address: PO Box 1936 Madison MS 39110

Phone #: 601-853-4242

Email: trey@bulldogconstructioncompany.com

Linair. <u>Irey@bandogeonsaraenones.</u>		ITEM	UNIT	TOTAL
ITEM DESCRIPTION	QTY	UNIT	PRICE	PRICE
1. Cast-in-Place Curb	0-50	L.F.	\$50.00	\$2,500.00
& Gutter	50-500	L.F.	\$20.00	\$10,000.00
	>500	L.F.	\$20.00	\$10,000.00
2. Miscellaneous-in- Place Concrete	0-3 3-8 >8	C.Y. C.Y. C.Y.	\$1,250.00 \$750.00 \$650.00	\$3,750.00 \$6,000.00 \$5,200.00
3. Minor Structures	0-3 3-8 >8	C.Y. C.Y. C.Y.	\$1,600.00 \$1,500.00 \$1,300.00	\$4,800.00 \$12,000.00 \$10,400.00

Section 6, Item A)

i .				Section 6, Item A)
4. ADA Curb Ramps	2	<b>EACH</b>	\$3,250.00	\$6,500.00
a. City Standard	2	<b>EACH</b>	\$3,250.00	\$6,500.00
b. MDOT Type I	2	EACH	\$3,250.00	\$6,500.00
c. MDOT Type II	2	EACH	\$3,250.00	\$6,500.00
d. MDOT Type III	2	EACH	\$3,500.00	\$7,000.00
e. MDOT Type IV	10	<b>EACH</b>	\$3,500.00	\$35,000.00
0. 1.22 0 1 1 JF 0 1 1	EOD1	A. 1177		
	FORM		\$120.00	\$6,000.00
5. Removal and Replacement	0-50	L.F.	\$40.00	\$20,000.00
Of existing Curb and	50-500	L.F.		\$20,000.00
Gutter	>500	L.F.	\$40.00	\$20,000.00
6. Removal and Replacement	0-3	C.Y	\$1,800.00	\$5,400.00
of existing Misc. Concrete	3-8	$\mathbf{C}.\mathbf{Y}$	\$1,600.00	\$12,800.00
of chisting white. Concrete	>8	$\mathbf{C}.\mathbf{Y}$	\$1,400.00	\$11,200.00
7. Removal and Replacement	0-3	C.Y	\$2,100.00	\$6,300.00
of existing Minor Structures	3-8	$\mathbf{C}.\mathbf{Y}$	\$2,100.00	\$6,300.00
	>8	C.Y	\$1,700.00	\$13,600.00
8. Removal Of existing Curb and Gutter	200	L.F.	\$25.00	\$5,000.00
9. Removal of existing Misc. Concrete	5	C.Y	\$900.00	\$4,500.00
<ol> <li>Sawcutting of Existing         Curb &amp; Gutter or Misc.         Concrete     </li> </ol>	10	C.Y	\$30.00	\$300.00
11. Concrete Sidewalk Leveling & Lifting	100	LBS	\$9.50	\$950.00
12 Concrete Curb & Gutter Leveling & Lifting	100	LBS	\$9.50	\$950.00
13.Drainage Structure & Pipe Leveling & Lifting	100	LBS	\$9.50	\$950.00
14. Void Filling with Polyurethane Material	100	LBS	\$9.00	\$900.00

TOTAL \$247,800.00

### **BID BOND**

### KNOW ALL MEN BY THESE PRESENTS, That we,

Bulldog Construction Co., Inc. P. O. Box 1936 Madison, MS 39130 as Principal, hereinafter called the Principal, and

U.S. Specialty Insurance Company

13403 Northwest Freeway Houston, TX 77040-6094 a corporation duly organized under the laws of the State of

TX

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gluckstadt

343 Distribution Drive Gluckstadt, MS 39110 as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Term Bid for Concrete Installation and Repair, Labor and Materials from October 1, 2023 thru September 30, 2024

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the seld Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 25th day of July	<b>A.D</b> 2023	RUCTION
	Bulldog Construction Co., Inc.	SFAIN S
J. Oallilandon	(Principal)	0 1992 P
(Witness)	By: SEC. (Title)	OSISSIN T
		S TO E
As I	U.S. Specialty Insurance Company (Surety)	(Seal)
Blake Johnson (Witness)	By: 767	403
(William)	Stephen Wesley Price, Jr.	(Attorney-in-Fact)
	Fisher Brown Bottrell Insurance, Inc.	



### **POWER OF ATTORNEY**

# AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Stephen Wesley Price, Jr.

its true and lawful Attomey(s)-in-fact, each	in their separate capacity if more t	han one is named above, w	ith full power and authority
hereby conferred in its name, place and ste	ead, to execute, acknowledge and o	deliver on its behaif:	

hereby conferred in its nar	ne, place and stead, to execute,	acknowledge and deliver on its bena	iii.
Surety Bond Number:	Bid Bond		Amount of Bond: See Bond Form
Principal:	<b>Bulldog Construction Co., I</b>	nc.	
Obligee:	City of Gluckstadt		
This Power of Attorney sauthority of the following re	shall expire without further action	n on April 23 <sup>rd</sup> , 2026. This Power of Directors of the Companies:	f Attorney is granted under and by
"Be it Resolved, that the Phereby vested with full power of the Company subject to the	resident, any Vice-President, any As r and authority to appoint any one or e following provisions:	sistant Vice-President, any Secretary or more suitable persons as Attomey(s)-in-F	any Assistant Secretary shall be and is fact to represent and act for and on behalf
Attomey-in-Fact may be giv any and all bonds, recogniz- consents for the release of documents canceling or term binding upon the Company as	en full power and authority for and in ances, contracts, agreements or ind retained percentages and/or final linating the Company's liability there is if signed by the President and seale	demnity and other conditional or obligatestimates on engineering and construction aunder, and any such instruments so exect d and effected by the Corporate Secretar	any, to execute, acknowledge and deliver, tory undertakings, including any and all on contracts, and any and all notices and auted by any such Attorney-in-Fact shall be ary.
Be it Resolved, that the sign	antigo of any authorized officer and s	eal of the Company heretofore or hereaft or certificate bearing facsimile signature	ter affixed to any power of attorney or any or facsimile seal shall be valid and binding
IN WITNESS WHEREOF, 18th day of April, 2022.			orporate seals to be hereto affixed, this
	IDUTED STATES SUBETY COME	EMNITY COMPANY TEXAS BONDING PANY U.S. SPECIALTY INSURANCE C	COMPANY
State of California County of Los Angeles	12 /2 /2	By	
A Notary Public or other which this certificate is a	r officer completing this certificat	e verifies only the identity of the ind accuracy, or validity of that docume	ividual who signed the document to nt.
American Contractors Ind Company who proved to re and acknowledged to me	lemnity Company, Texas Bonding	g Company, United States Surety Co idence to be the person whose name In his authorized capacity, and that	ared Dan P. Aguilar, Vice President of ompany and U.S. Specialty Insurance is subscribed to the within instrument by his signature on the instrument
I certify under PENALTY	OF PERJURY under the laws of	f the State of California that the fore	egoing paragraph is true and correct.
WITNESS my hand and o	Λ ΛΛ .	SONA O. CARREJO Hosary Public - California Los Angeles County Commission 9 13937 to	P
Signature	Chan O Crusto	(seal) My Copim. Expires Apr 23, 2026	•
Company and U.S. Speci of Attorney, executed by	ally Insurance Company do here	by certify that the above and foregoin	ing Company, United States Surety g is a true and correct copy of a Power resolutions of the Boards of Directors,
In Witness Whereof, 1 h 25th day of	ave hereunto set my hand and July	d affixed the seals of said Compa 	nies at Los Angeles, California this
Corporate Seals	MORPHUM IN THE PROPERTY OF THE	Self (2) Sel	Klo Lo, Assistant Secretary

# ddississiff jo atri BOARD OF CONTRACTORS

CTIVE

BULLDOG CONSTRUCTION CO., INC.
POST-OFFICE BOX 1936
MADISON, MS 39130

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) DEMOLITION 3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION

We have hereunto set our hand and caused the Seat of the Mississippi Board of Contractors to be affixed this 8 day of

No. 07651-MC

Expires Oct. 8, 2024

Jack Q. Canal

CHAIRMAN OF THE BOARD



# NCFI Polyurethanes Div. of Barnhardt Manufacturing Co. P. O. Box 1528 • Mount Airy, NC 27030 800-346-8229 www.NCFl.com

# TerraThane 24-003 Geotechnical Foam System

NCFI Polyurethanes system 24-003 is a hydrophobic/hydro-Insensitive, plural component, polymeric MDI based polymer system designed for concrete lifting/leveling, joint matching, void filling and concrete under sealing in wet environments. This system has been specially formulated for exceptional flow or spread under concrete road or slab section(s) when water is present. In certain applications this system can be used for deep soil injection applications when soil conditions dictate.

### **Typical Properties of Components**

Component	B-24-003	A2-000
Appearance	Transparent black liquid	Transparent brown liquid
Brookfield Viscosity @ 30 rpm	500 cps at 72°F	200 cps at 72°F
Specific Gravity	1.07	1.24
Storage Temperature	50°F – 100°F	50°F – 110°F

### Mix Ratio

### Typical Properties of Hand-Mixed System at 72°F and thru HPIM equipment

	at 72°F	at 120°F thru equipment 7 seconds	
Cream Time	22 seconds		
Tack Free Time	60 seconds	14 seconds	
Rise Time	90 seconds	15 seconds	
Free Rise Core Density	4 pcf	3 – 4 pcf	

### **Process Parameters**

Iso Temperature	100°F to 130°F		
Poly Temperature	100°F to 130°F		
Mixing Pressure	Minimum 800 static, 600 dynamic psi, 1000/800 preferred		



### **Typical Foam Physical Properties**

In-Place Density (ASTM D-1622	5 - 6 pcf			
Compressive Strength (ASTM I	80 - 100 psi			
<b>Elastic Modulus of Compression</b>	2400 – 3200 psi			
Tensile Strength (ASTM D-1623	100 – 120 psi			
Closed cell content, ASTM D-62	> 92%			
Water Absorption (ASTM D-284	≤ 0.04 lbs/ft <sup>2</sup>			
NYDOT Hydro-Insensitivity test	> 96% density retention			
		> 93% comp str retention		
Dimensional stability, % volum	e change (ASTM D-212	26)		
	°F Freezer at -20°F	Humid age at 100%RH & 120°F		
28 day aging -1.5%	-0.1%	-1.0%		
Resistance to Solvents		Excellent		
Resistance to Mold and Mildew	1	Excellent		
Maximum service temperature		200°F		

### Storage and Handling

Store the poly from 50°F to 100°F. Avoid moisture contamination during storage, handling, and processing. For both components, pad containers and day tanks with either nitrogen or dry air (desiccant cartridge or air dryer @ -40°F dew point). For optimum shelf life, the recommended storage temperature for iso is 50°F to 110°F. Do not expose iso to lower temperatures – freezing may occur. Shelf life is 6 months for factory sealed containers. To insure handling safety, consult the Safety Data Sheets associated with this product.

### **Application Cautions**

Careful consideration should be given to selection and application of any NCFI Polyurethane foam system, including injection under concrete slabs and/or into void areas (cavities), where excessive foam mass build-up can occur. Excessive polyurethane foam lift thickness will result in high internal temperatures within the injected foam. These high temperatures can result in degraded foam properties, or in extreme cases, spontaneous combustion. Single lift thickness should be limited to a maximum of 6 inches, allowing at least 15 minutes before an additional lift. Please consult NCFI Polyurethanes for safety considerations, polyurethane system selection and application recommendations.

Polyurethane products manufactured or produced from this liquid system may present a serious fire hazard if improperly used or allowed to remain exposed or unprotected. The character and magnitude of any such hazard will depend on a broad range of factors which are controlled and influenced by the manufacturing and production process, by the mode of application or installation and by the function and usage of the particular product. Any flammability rating contained in this literature is not intended to reflect hazards presented by this or any other material under actual fire conditions. These ratings are used solely to measure and describe the product's response to heat and flame under controlled laboratory conditions. Each person, firm or corporation engaged in the manufacture, production, application, installation or use of any polyurethane product should carefully determine whether there is a potential fire hazard associated with such product in a specific usage, and utilize all appropriate precautionary and safety measures.

Original: 04/2002 Revision #8: 05/2018

### **BID FORM**

To: Mayor and Board of Aldermen City of Gluckstadt

343 Distribution Drive Madison, Mississippi 39110

From: Bulldog Construction Company Inc.

(Name)

PO Box 1936

(Address)

Madison, MS 39130

trey@bulldogconstructioncompany.com\_

(Email Address)

601-853-4242

(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 24th day of July , 2023

Bulldog Construction Company Inc.
(Bidder)

By: Donald B. Jackson III "Trey"

Secretary

(Title)

(Signature)



### CONCRETE INSTALLATION AND REPAIR, LABOR AND MATERIALS

### **BID TYPE: Total Base Bid**

Bids are to be quoted as listed below. Dirt work prior to placement of forms to be performed by the City of Gluckstadt. All concrete, steel dowels and dummy joints to be furnished by the Contractor. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024. Curb and gutter shall be installed in accordance with Section 609 of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction. Asphalt curbing shall not be allowed. Miscellaneous-in-place concrete work shall include items shown as sidewalk, drive and concrete median. Leveling and lifting of concrete sidewalk, curb & gutter, and drainage structures & pipe shall conform to MDOT Special provision 907-420-4 and 907-420-5 and use NCFI Poly System 24-003 or approved equal. ADA Curb Ramps shall conform to MDOT Standard Construction Details and City of Gluckstadt Standard Construction Details. Type of curb ramp is dependent upon location and application. Minor Structures concrete work shall include items such as drainage structures and shall be installed in accordance with Section 601 of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction. The City at is option will execute the Contractors bid bond for failure to start the work within 30 days of the purchase order date. The City will also at its option execute the Contractors' bid bond for failure to complete the work within 60 days of the purchase order date unless otherwise specified on the purchase order. Time extensions will be awarded at the discretion of the Public Works Director in extraordinary circumstances.

Bidder: Bulldog Construction Company Inc.

Address: PO Box 1936 Madison MS 39110

Phone #: 601-853-4242

Email: trey@bulldogconstructioncompany.com

Email: trey(a)bulldogconstruction				
		ITEM	UNIT	TOTAL
ITEM DESCRIPTION	QTY	UNIT	PRICE	PRICE
<u> </u>				
1. Cast-in-Place Curb	0-50	L.F.	\$50.00	\$2,500.00
& Gutter	50-500	L.F.	\$20.00	\$10,000.00
<b>50 5 5 5 5 5 5 5 5 5 5</b>	>500	L.F.	\$20.00	\$10,000.00
2. Miscellaneous-in-				
Place Concrete	0-3	C.Y.	\$1,250.00	\$3,750.00
	3-8	$\mathbf{C}.\mathbf{Y}.$	\$750.00	\$6,000.00
	>8	$\mathbf{C}.\mathbf{Y}.$	\$650.00	\$5,200.00
3. Minor Structures	0-3	C.Y.	\$1,600.00	\$4,800.00
	3-8	C.Y.	\$1,500.00	\$12,000.00
	>8	C.Y.	\$1,300.00	\$10,400.00

Section 6, Item A)

				Section
4. ADA Curb Ramps	2	EACH	\$3,250.00	\$6,500.00
a. City Standard	2	EACH	\$3,250.00	\$6,500.00
b. MDOT Type I	2	EACH	\$3,250.00	\$6,500.00
c. MDOT Type II	2	EACH	\$3,250.00	\$6,500.00
d. MDOT Type III	2	EACH	\$3,500.00	\$7,000.00
e. MDOT Type IV	10	EACH	\$3,500.00	\$35,000.00
	FORM	f #7		
5. Removal and Replacement	0-50	L.F.	\$120.00	\$6,000.00
Of existing Curb and	50-500	L.F.	\$40.00	\$20,000.00
Gutter	>500	L.F.	\$40.00	\$20,000.00
<del> </del>				
6. Removal and Replacement	0-3	$\mathbf{C}.\mathbf{Y}$	\$1,800.00	\$5,400.00
of existing Misc. Concrete	3-8	$\mathbf{C}.\mathbf{Y}$	\$1,600.00	\$12,800.00
•	>8	C.Y	\$1,400.00	\$11,200.00
				46,000,00
7. Removal and Replacement	0-3	C.Y	\$2,100.00	\$6,300.00
of existing Minor Structures	3-8	C.Y	\$2,100.00	\$6,300.00
	>8	$\mathbf{C}.\mathbf{Y}$	\$1,700.00	\$13,600.00
8. Removal Of existing Curb and Gutter	200	L.F.	\$25.00	\$5,000.00
9. Removal of existing Misc. Concrete	5	C.Y	\$900.00	\$4,500.00
<ol> <li>Sawcutting of Existing Curb &amp; Gutter or Misc. Concrete</li> </ol>	10	C.Y	\$30.00	\$300.00
11. Concrete Sidewalk Leveling & Lifting	100	LBS	\$9.50	\$950.00
12 Concrete Curb & Gutter Leveling & Lifting	100	LBS	\$9.50	\$950.00
13.Drainage Structure & Pipe Leveling & Lifting	100	LBS	\$9.50	\$950.00
14. Void Filling with Polyurethane Material	100	LBS	\$9.00	\$900.00

TOTAL \$247,800.00

# **BID BOND**

a corporation duly organized under the laws of the State	Of IA	
as Surety, hereinafter called the Surety, are held and firm	nly bound unto	
343 Distribution Drive Gluckstadt, MS 39110 as Obligee, hereinafter called the Obligee, in the sum of	Five Percent of Amount Bid	
	Dollars (\$ 5%	)
for the payment of which sum well and truly to be mad heirs, executors, administrators, successors and assign	de, the said Principal and the said Surety, bir ns, jointly and severally, firmly by these preser	nd aurselves, our nts.
WHEREAS, the Principal has submitted a bid for		
Term Bid for Concrete Installation and Repair, Labor at 2024	nd Materials from October 1, 2023 thru Septe	mber 30,
NOW THEREFORE, the condition of this obligation contract the said Principal will, within the time require bond to secure the performance of the terms and cond the Principal and Surety will pay unto the Obligee the Principal and the amount for which the Obligee legally amount be in excess of the former, but in no event shall	<li>d, enter into a formal contract and give a go litions of the contract, then this obligation to be difference in money between the amount of the contracts with another party to perform the</li>	pe void; otherwise the bid of the said work if the latter
Signed and sealed this 25th day of July	A.D 2023	S ORPORAL C
	Bulldog Construction Co., Inc.	SEAL 1992
A CILCOLO	(Principal)	08988NP
Mane all Williams)	By SEC.	A Shirt
(vianos)	U.S. Specialty Insurance Company	STRECIAL TO
W/	(Surety)	Seal)
Blake Johnson (Witness)	By: Stephen Wesley Price, Jr.	(Attorney-in-Fect)
		· · · · · · · · · · · · · · · · · · ·

Fisher Brown Bottrell Insurance, Inc.

KNOW ALL MEN BY THESE PRESENTS, That we,

as Principal, hereinafter called the Principal, and

13403 Northwest Freeway Houston, TX 77040-6094

Bulldog Construction Co., Inc. P. O. Box 1936 Madison, MS 39130

U.S. Specialty Insurance Company



## **POWER OF ATTORNEY**

# AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Stephen Wesley Price, Jr.

its true and lawful Attomey(s)-in-fact, each in	heir separate capacity if more	e than one is named above,	, with full power and	authority
hereby conferred in its name, place and stead	to execute, acknowledge and	d deliver on its behalf:		

nereby conterred in its har	ne, place and stead, to execute, ac	Wildwiedde alig gellaei ou us peus	· · · · · · · · · · · · · · · · · · ·
Surety Bond Number:	Bid Bond		Amount of Bond: See Bond Form
Principal:	<b>Bulldog Construction Co., Inc.</b>	C	
Obligee:	City of Gluckstadt		
This Power of Attorney sauthority of the following re	shall expire without further action esclutions adopted by the Boards of	on April 23 <sup>rd</sup> , 2026. This Power of Directors of the Companies:	f Attorney is granted under and by
hereby vested with full powe of the Company subject to the	r and authority to appoint any one or mo e following provisions:	ore suitable persons as Attomey(s)-in-F	any Assistant Secretary shall be and is act to represent and act for and on behalf
any and all bonds, recognize consents for the release of documents canceling or term binding upon the Company as	ances, contracts, agreements or indel retained percentages and/or final es inating the Company's liability thereun s if signed by the President and sealed a	mnity and other conditional or obligationates on engineering and construction of any such instruments so executed by the Corporate Secreta	any, to execute, acknowledge and deliver, tory undertakings, including any and all on contracts, and any and all notices and uted by any such Attorney-in-Fact shall be any.
certificate relating thereto by	nature of any authorized officer and sea of facsimile, and any power of attorney of ect to any bond or undertaking to which	r certificate bearing facsimile signature	er affixed to any power of attorney or any or facsimile seal shall be valid and binding
IN WITNESS WHEREOF, 18th day of April, 2022.	AMERICAN CONTRACTORS INDEM	ANITY COMPANY TEXAS BONDING	orporate seals to be hereto affixed, this
State of California County of Los Angeles	UNITED STATES SURETY COMPA	NY 11 S SPECIAL TY INSURANCE C	Daniel P. Aguillar, Vice President
which this certificate is a	ittached, and not the truthfulness, a	ccuracy, or validity of that docume	
American Contractors Ind Company who proved to re and acknowledged to me	lemnity Company, Texas Bonding (	Company, United States Surety Co ence to be the person whose name his authorized capacity, and that	red Dan P. Aguilar, Vice President of ompany and U.S. Specialty Insurance is subscribed to the within instrument by his signature on the instrument
I certify under PENALTY	OF PERJURY under the laws of the	he State of California that the fore	going paragraph is true and correct.
WITNESS my hand and o	fficial seal.	SOMA O. CARRESO Notary Public - Carifornia Lot Angeles County Commission # 11987 to	
Signature	Chandrago (s	Seal) Commission # 1198/10 Ay Comm. Cupires Apr 21, 2026	Ł.
Company and U.S. Special of Attorney, executed by s	ally Insurance Company, do hereby	certify that the above and foregoing	ng Company, United States Surety g is a true and correct copy of a Power resolutions of the Boards of Directors,
In Witness Whereof, I h	ave hereunto set my hand and a	affixed the seals of said Compa _,2023	nles at Los Angeles, California this
Corporate Seals	acougusto in the state of the s	S SURE NOTIFICATION OF THE PARTY OF THE PART	Kio Lo, Assistant Secretary

# ddississiff jo ath BOARD OF CONTRACTORS

ACTIVE

BULLDOG CONSTRUCTION CO., INC.
POST OFFICE BOX 1936
MADISON, MS 39130

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) DEMOLITION 3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION

CERTIFICATE OF RESPONSIBILITY

We have hereunto set our hand and caused the Seal of the Mississppi Board of Contractors to be affixed this 8 day

No. 07651-MC

Expires Oct. 8, 2024

Jack Q. Canal

CHAIRMAN OF THE BOARD



NCFI Polyurethanes
Div. of Barnhardt Manufacturing Co.
P. O. Box 1528 • Mount Airy, NC 27030
800-346-8229 www.NCFI.com

# TerraThane 24-003 Geotechnical Foam System

NCFI Polyurethanes system 24-003 is a hydrophobic/hydro-Insensitive, plural component, polymeric MDI based polymer system designed for concrete lifting/leveling, joint matching, void filling and concrete under sealing in wet environments. This system has been specially formulated for exceptional flow or spread under concrete road or slab section(s) when water is present. In certain applications this system can be used for deep soil injection applications when soil conditions dictate.

## **Typical Properties of Components**

Component	B-24-003	A2-000		
Appearance	Transparent black liquid	Transparent brown liquid		
Brookfield Viscosity @ 30 rpm	500 cps at 72°F	200 cps at 72°F		
Specific Gravity	1.07	1.24		
Storage Temperature	50°F – 100°F	50°F – 110°F		

#### Mix Ratio

**By weight.....**100 parts poly: 116 parts iso **By volume....**100 parts poly: 100 parts iso

## Typical Properties of Hand-Mixed System at 72°F and thru HPIM equipment

	at 72°F	at 120°F thru equipment	
Cream Time	22 seconds	7 seconds	
Tack Free Time	60 seconds	14 seconds	
Rise Time	90 seconds	15 seconds	
Free Rise Core Density	4 pcf	3 – 4 pcf	

# **Process Parameters**

Iso Temperature	100°F to 130°F
Poly Temperature	100°F to 130°F
Mixing Pressure	Minimum 800 static, 600 dynamic psi, 1000/800 preferred



# **Typical Foam Physical Properties**

In-Place Densit	ty (ASTM D-1622)			5 - 6 pcf		
Compressive Strength (ASTM D-1621), parallel to rise				80 - 100 psi		
	s of Compression,			2400 – 3200 psi		
	th (ASTM D-1623), p			100 – 120 psi		
	ntent, ASTM D-6226			> 92%		
	ion (ASTM D-2842)			≤ 0.04 lbs/ft²		
	NYDOT Hydro-Insensitivity test, GTP-9			> 96% density retention		
				> 93% comp str retention		
Dimensional st	tability, % volume cl	hange (ASTM D-212	6)	*		
	Heat age at 158°F			nid age at 100%RH & 120°F		
28 day aging		-0.1%	-1.0%			
Resistance to				Excellent		
	Mold and Mildew			Excellent		
	ice temperature			200°F		

#### Storage and Handling

Store the poly from 50°F to 100°F. Avoid moisture contamination during storage, handling, and processing. For both components, pad containers and day tanks with either nitrogen or dry air (desiccant cartridge or air dryer @ -40°F dew point). For optimum shelf life, the recommended storage temperature for iso is 50°F to 110°F. Do not expose iso to lower temperatures – freezing may occur. Shelf life is 6 months for factory sealed containers. To insure handling safety, consult the Safety Data Sheets associated with this product.

#### **Application Cautions**

Careful consideration should be given to selection and application of any NCFI Polyurethane foam system, including injection under concrete slabs and/or into void areas (cavities), where excessive foam mass build-up can occur. Excessive polyurethane foam lift thickness will result in high internal temperatures within the injected foam. These high temperatures can result in degraded foam properties, or in extreme cases, spontaneous combustion. Single lift thickness should be limited to a maximum of 6 inches, allowing at least 15 minutes before an additional lift. Please consult NCFI Polyurethanes for safety considerations, polyurethane system selection and application recommendations.

Polyurethane products manufactured or produced from this liquid system may present a serious fire hazard if improperly used or allowed to remain exposed or unprotected. The character and magnitude of any such hazard will depend on a broad range of factors which are controlled and influenced by the manufacturing and production process, by the mode of application or installation and by the function and usage of the particular product. Any flammability rating contained in this literature is not intended to reflect hazards presented by this or any other material under actual fire conditions. These ratings are used solely to measure and describe the product's response to heat and flame under controlled laboratory conditions. Each person, firm or corporation engaged in the manufacture, production, application, installation or use of any polyurethane product should carefully determine whether there is a potential fire hazard associated with such product in a specific usage, and utilize all appropriate precautionary and safety measures.

Original: 04/2002 Revision #8: 05/2018

# THE AMERICAN INSTITUTE OF ARCHITECTS

# AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Traf P. O. Box 820, Brandon, MS 39043	fic Control Products Co., Inc.
as Principal, hereinafter called the Principal, and Travelers	Casualty and Surety Company of America
One Tower Square , Hartford, CT 06183	
a corporation duly organized under the laws of the State of	CT
as Surety, hereinafter called the Surety, are held and firmly	bound unto City of Gluckstadt
	Distribution Drive, Madison, MS 39110
as Obligee, hereinafter called the Obligee, in the sum of	Five Percent of Amount Bid
	Dollars (\$),
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly a	e said Principal and the said Surety, bind ourselves, our heirs,
WHEREAS, the Principal has submitted a bid for Term Bio	
the Obligee in accordance with the terms of such bid, and a Contract Documents with good and sufficient surety for the payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Princip penalty hereof between the amount specified in said bid and contract with another party to perform the Work covered by to remain in full force and effect.	the Principal and the Principal shall enter into a Contract with give such bond or bonds as may be specified in the bidding or the faithful performance of such Contract and for the prompt of thereof, or in the event of the failure of the Principal to enter the shall pay to the Obligee the difference not to exceed the did such larger amount for which the Obligee may in good faith a said bid, then this obligation shall be null and void, otherwise
Signed and sealed this day of	July 2023
Ryan Regnold (Witness)	Traffic Control Products Co., Inc.  (Principal)  By Language Colonia President (Title)
(Witness)  Witness)  Witness)	Travelers Casualty and Surety Company of America  (Surety) (Seal)  By: Attorney-in-Fact Fielden Mitts (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Fielden Mitts of Jackson MS, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

Principal: Traffic Control Products Co., Inc.

Obligee: City of Gluckstadt

OR Project Description: Term Bid

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021









State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of

July

2023.









Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

7	Merge Left Symbol Sign (W4-2L)	2	EA.	\$ 4.00	\$ 8.00
8	Merge Right Symbol Sign (W4-2R)	2	EA.	\$ 4.00	\$ 8.00
9	Two-Way Directional Arrow Symbol Sign (W6-3D)	2	EA.	\$ 4.00	\$ 8.00
10	Road Closed Ahead Sign (W20-3)	2	EA.	\$ 4.00	\$ 8.00
11	Detour Ahead Sign (W20-2)	2	EA.	\$ 4.00	\$ 8.00 ————
12 12	Detour Left Sign (M4-9L)	10	EA.	\$ 4.00	\$ 40.00
13	Detour Right Sign (M4-9R)	10	EA.	\$ 4.00	\$ 40.00
14	End Detour Sign (M4-8a)	4	EA.	\$ 4.00	\$ 16.00
15	Road Closed Sign (R11-2)	20	EA.	\$ 4.00	\$ 80.00
16	No Left Turn Symbol Sign (R3-1L)	5	EA.	\$ 4.00	\$ 20.00
17	No Right Turn Symbol Sign (R3-1R)	5	EA.	\$ 4.00	\$ 20.00
18	Right Lane Must Turn Right Sign (R3-7)	2	EA.	\$ 4.00	\$ 8.00
19	42" Channelizing Cones	100	EA.	\$ 5.00	\$500.00
20	Sign Stands	40	EA.	\$ 6.00	\$240.00
21	Flashing Warning Lights	100	EA.	\$ 8.00	\$800.00
22	Flashing Arrow Panel	1	EA.	\$100.00	\$100.00
23	Changeable Message Sign	1	EA.	\$250.00	\$250.00
24	Portable Median Barrier	20	EA.	\$ 15.00	\$300.00
25	Free Standing Plastic Drums	100	EA.	\$ 6.00	\$ 600.00

26 In	27 Tr Re
affic Control Device stallation Service	raffic Control Device emoval Service
ω	4
HR.	HR.
\$550.00	\$700.00
\$4,400.00	\$2,800.00

# **CERTIFICATION OF LOW BID**

# TRAFFIC SIGNS, STREET SIGN POST AND MISC MATERIAL

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

# CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

Project: Annual Bid Materials and Services Bid Received: July 25, 2023 10:00 a.m.

Project: Traffic signs, Street Sign Posts, Blanks and Miscellaneous Materials

				BIDDER Custom Pro Jackson, M		BIDDER Trantex Products of TX 3310 Frick Rd Houston,TX 77086		
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1, a.	7' Long U-Channel Sign Post (Galvanized wt/ft = 2LB)	50	Each	N/B	\$0.00	\$43.42	\$2,171.00	
b <sub>s</sub>	8' Long U-Channel Sign Post (Galvanized wt/ft = 2LB)	50	Each	\$26.67	\$1,333.50	\$43.42	\$2,171.00	
C.	9' Long U-Channel Sign Post (Galvanized wt/ft = 2LB)	50	Each	\$30.00	\$1,500.00	\$43,42	\$2,171.00	
d,	10' Long U-Channel Sign Post (Galvanized wt/ft = 2LB)	50	Each	\$33.34	\$1,667.00	\$69.40	\$3,470.00	
e <sub>x</sub> .	12' Long U-Channel Sign Post (Galvanized wt/ft = 2LB)	50	Each	\$40.01	\$2,000.50	\$83.30	\$4,165.00	
f.	10' Long with Anchor Plates Sign Post (Galvanized	50	Each	N/B	\$0.00	\$42.44	\$2,122.00	
g.	wt/ft = 2.5LB) Caps for U-Channel post for extruded street name blanks (Die Cast Aluminum)	50	Each	\$6.35	\$317.50	\$16.27	\$813.50	
h.	Crosses for extruded street name blanks (Die Cast Aluminum)	50	Each	\$6.35	\$317.50	\$16.27	\$813.50	

Section 6, Item A)

# **BID FORM**

To: Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

Custom Products Corporation

From:

POROX 54091

(Address) C 29

heid Cousing (Email Address)

(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 28 day of June, 2023

**Custom Products Corporation** 

(Bidder)

Bid Mag

(Signature)

# ADVERTISEMENT FOR BIDS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, will receive written sealed bids for the purchase of services, commodities, and supplies for Public Works and contracts for public construction as listed below. Bids will be received until the hour of 10:00 am., Friday, July 25, 2023, in the Board Room at City Hall located at 343 Distribution Drive, Gluckstadt, Mississippi 39110.

Equipment and Labor Rental Per Hour Brass, Copper, Cast Iron and Miscellaneous Supplies Flexible Pipe Joint Thrust Restraint System Supplies Cast Iron Curb Inlets Aggregate, Soil and Fill Materials Drainage Pipe - Concrete Drainage Pipe & Structures (Installation Only) Asphalt (FOB - Plant) (6 month) Asphalt (FOB - City of Gluckstadt) (6 month) Pre-Cast Concrete Drainage Structures Materials Concrete Installation and Repair, Labor and Materials Concrete Materials and Supplies Pre-cast Concrete Manholes Pest Control Chemicals Finished Super-High Efficiency, Full Cube Prismatic Retro Reflective Sheeting (Diamond Grade) Traffic Signs Street Sign Posts and Miscellaneous Material Construction Work Zone Sign and Equipment Rental Temporary Painted Traffic Markings Permanent Thermoplastic Pavement Markings Heat Fused Durable Retro-flective Preformed Pavement Markings Decorative Street Name Signs & Posts Vehicle Loop Assemblies Crack Sealant (Hot Applied) Stamping and Printing Asphalt Pavement

Official bid documents can be downloaded from Central Bidding at

https://www.centralauctionhouse.com/ For any questions relating to the electronic bidding process and to register, please call Central Action House at 225.810.4814 or 833.412.5717 (toll free). All Bids must be sealed and clearly marked "Sealed Bid" with the item you are bidding listed on the envelope. Please put only one bid form in each envelope. All bids shall be submitted in duplicate. Bids will only be accepted on forms provided by the City. The prices quoted will be binding for the period from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, unless otherwise indicated. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids and accept or reject any part of a bid.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, July 25, 2023 in the Board Room at City of Gluckstadt located at 343 Distribution Drive, Gluckstadt, MS

Hand Delivery: City of Gluckstadt, Attn: Bridgette Smith, 343 Distribution Drive Madison,

MS 39110

Mailing Address: City of Gluckstadt, Attn: Bridgette Smith 343 Distribution Drive, Madison, MS 39110

CITY OF GLUCKSTADT, MISSISSIPPI

BY: /s/Lindsay Kellum

Lindsay Kellum, City Clerk

Publish: July 6, 2023 and July 13, 2023

Furnish 2 proofs of publication/City of Gluckstadt

# INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL: Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

# All proposals shall be submitted in **DUPLICATE** and shall be addressed to:

City of Gluckstadt. 343 Distribution Drive Madison, MS 39110 Attn: Bridgette Smith

The outside of the envelope shall be clearly identified as a <u>SEALED BID</u> and marked with the item you are bidding on along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

<u>REJECTION OF PROPOSAL</u>: Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind.

ACCEPTANCE AND/OR REJECTION OF BIDS: Proposals will be compared on the basis of Total Base Bid or line-item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid in a timely manner. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

Bid Security: Each bid for labor must be accompanied by a certified check of the bidder or a bid

bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

Liquidated Damages for Failure to Enter into Contract (Labor Bids): The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Gluckstadt, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the line item bid unless otherwise specified, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

INTERPRETATION OF BID DOCUMENTS: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

BIDDERS CERTIFICATION: The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

GENERAL INFORMATION: Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase during the contract period, unless otherwise noted, and any price decrease shall be credited to the

City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The quantities specified are <u>not necessarily actual quantities proposed</u> for <u>immediate purchase</u>, but are simply estimated quantities based upon prior annual purchases by the City. <u>Unit Prices are requested for all items listed</u> even though a zero (0) quantity may show that there have been no recent purchases.

Bid prices shall, unless otherwise noted, include delivery to the City of Gluckstadt. Materials picked up by the City of Gluckstadt at the supplier's place of business may be discounted. The percentage discounts offered to the City for materials picked up at the supplier's place of business, should be noted in the space provided at the bottom of the bid form.

To: Equipment/Services/Materials Suppliers

From: City of Gluckstadt, Public Works Department

Re: Term Bids

The City of Gluckstadt, Madison County, Mississippi, will be receiving bids until 10:00 am. July 25, 2023 at which time said bids will be publicly opened at City Hall for various materials and services which include the following:

# Form No. Description

- (2) Cast Iron Curb Inlets
- (3) Aggregate, Soil and Fill Materials
- (4) Drainage Pipe Concrete
- (4-A) Drainage Pipe & Structures (Installation Only)
- (5) Asphalt (FOB Plant (6 month)
- (5-A) Asphalt (FOB City of Gluckstadt) (6 month)
- (6) Pre-Cast Concrete Drainage Structures Materials Only
- (7) Concrete Installation and Repair, Labor and Materials
- (8) Concrete Materials and Supplies
- (Diamond Grade) Traffic Signs, Street Sign Posts and Miscellaneous Materials
- (10) Construction Work Zone Sign and Equipment Rental
- (11) Temporary Painted Traffic Markings
- (12) Permanent Thermoplastic Pavement Markings
- (13) Heat Fused Durable Retro-reflective Preformed Pavement Markings
- (14) Decorative Street Name Signs & Posts
- (15) Vehicle Loop Assemblies
- (16) Crack Sealant (Hot Applied)
- (17) Stamping and Printing Asphalt Pavement

# FORM#8

# FINISHED SUPER-HIGH EFFICIENCY, FULL CUBE PRISMATIC RETRO REFLECTIVE SHEETING (DIAMOND GRADE) TRAFFIC SIGNS

Bidder:	CUSTOM PRODUCTS CORP	
	P.O. BOX 54091	
Address:_	JACKSON, MS 39288-4091	
-	6 % 3000	
Phone #:	8003671492	
Email:	heidi @CDLSigns.com	
	1	

# SEE DESCRIPTION & SPECIFICATION INFO. IN SECTIONS 1 & 2 BELOW BID SHEETS

NOTE: The quantities specified are <u>not</u> actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the City. <u>Unit Prices are requested for all items listed</u> even though a zero (0) quantity may show that there have been no recent purchases.

Item		MUTCD			Unit
	Quantity	No.	Description	Size	Price
			Ston	24"x24"	\$45.33
1	20	R1-1	Stop	30"x30"	\$6715
2	30	R1-1	Stop		001113
3	0	R1-1	Stop	36"x36"	7013
4	0	R1-1	Stop	48"x48"	11979
5	10	R1-3(3)	3-Way	12"x 6"	\$17.92.
6	10	R1-3(4)	4-Way	12"x 6"	\$17.42.
7	10	R1-4	All Way	18"x 6"	\$ 12.38
8	25	R1-2	Yield	30"x30"x30"	\$35.23
9	0	R1-2	Yield	36"x36"x36"	840.98.
10	25	R2-1	Speed Limit	24"x30"	\$55.27.
			(Speed Given)		1200 .
11	10	R2-5A	Reduced Speed Ahead	24"x30"	\$60.7
12	0	R2-5C	Speed Zone Ahead	24"x30"	\$ 60.11
13	10	R3-1	No Right Turn	24"x24"	\$47.19.
			(Symbol)		110.00
14	10	R3-2	No Left Turn	24"x24"	\$41.14
			(Symbol)		HEED.
15	0	R3-3	No Turns	24"x24"	842 50
16	ő	R3-4	No U-Turn (Symbol)	24"x24"	\$ <u>47.19</u>
		R3-5L	Left Turn Only	30"x36"	41.18 2
17	10			30"x36"	8 81.14
18	10	R3-5R	Right Turn Only	30 A30	

19 20	0 10	R3-5A R3-6L	Straight Only Combination	30"x36" 30"x36"	Section 6, Item A)
21	0	R3-6R	Left/Through Combination Right/Through	30"x36"	2 <u>8117</u> .
22	5	R3-7L	Left Lane Must Turn Left	30"x30"	s 67.61.

rom #9
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Ténus		MUTCD	TOMI #7		Unit
Item	Owentitu	No.	Description	Size	Price
<u>No.</u> 23	Quantity 5	R3-7R	Right Lane Must	30"x30"	\$67.61.
23	3	NJ*/N	Turn Right	50 1150	1
24	0	R3-8L	Double Turn Left	30"x30"	\$87.14.
24 25	0	R3-8R	Double Turn Right	30"x30"	5557 14.
25 26	25	R3-9B	Two-Way Left	24"x36"	\$65,10.
20	23	1(3-71)	Turn Lane		
27	10	R4-7	Keep Right	24"x30"	\$5527·
28	0	R4-7	Keep Right	30"x36"	\$131.42.
29	0	R4-7A	Keep Right (90)	24"x30"	\$55.27
30	0	R4-7B	Keep Right (45)	24"x30"	\$55.27
31	0	R4-8	Keep Left # 24" x30"	24'x30"	\$55.27.
32	25	R5-1	Do Not Enter	30"x30"	\$67.61-
33	10	R5-1A	Wrong Way	36"x24"	\$65.10.
34	0	R5-2	No Trucks Symbol	24"x24"	\$47.19.
35	5	R5-3	No Motor Vehicles	24"x24"	\$47.19.
36	10	R5-6	No Bikes (Symbol)	24"x24"	\$47.19.
37	25	R6-1L	One Way Left	36"x12"	\$33.21
38	25	R6-1R	One Way Right	36"x12"	\$33.21
39	0	R6-2L	One Way Left	18"x24"	\$33.21·
40	0	R6-2R	One Way Right	18"x24"	\$33.21
41	0	R6-3	Divided Highway	24"x18"	\$50.08
42	0	R6-3A	Divided Highway	24"x18"	\$50.08
43	0	R7-1	No Parking Anytime	12"x18"	\$17.75
44	0	R8-3A	No Parking Anytime	24"x24"	65.80
45	0	R7-8	Reserved Handicapped	12"x18"	\$18.00.
			(Symbol)		712
46	0	R7-201A	Tow-Away Symbol	12"x 6"	\$ 713
47	0	R10-3BL	Push Button For	9"x12"	\$ [1.00]
			Walk Left	0" 10"	\$ 17.00 .
48	0	R10-3BR	Push Button For	9"x12"	211.00 ·
			Walk Right	2411 2611	\$65.10
49	0	R10-6	Stop Here on Red	24"x36"	SEE TE
50	0	R10-7	Do Not Block	24"x30"	1 XON T
			Intersection	24"x30"	(57.29).
51	0	R10-12	Left Turn Yield	48"x30"	THE THE
52	0	R11-2	Road Closed	60"x30"	रिट पर
53	0	R11-4	Road Closed to	00 X30	2707-10
- 1	10	3374 1T	Thru Traffic	30"x30"	\$67601.
54	10	W1-1L	Left Turn Left Turn	36"x36"	59947
55	0	W1-1L		30"x30"	\$67101
56	10	W1-1R	Right Turn	JU AJU	A DIMI

57	0	W1-1R	Right Turn	36"x36"	\$ 18.10   Section 6, Item A) \$ 27.01 \$ 27.01
58	0	W1-2L	Left Curve	30"x30"	
59	0	W1-2L	Left Curve	36"x36"	
60	0	W1-2R	Right Curve	30"x30"	
61	0	W1-2R W1-2R	Right Curve	36"x36"	\$9847 .

			<u>Form #9</u>		T T i.a
Item		MUTCD			Unit
No.	Quantity	No	Description	Size	Price
62	0	W1-3L	Reverse Turn Left	30"x30"	\$67.66
62 63	0	W1-3L W1-3L	Reverse Turn Left	06"x36" -	\$9847
		W1-3L W1-3R	Reverse Turn Right	30"x30"	\$67.61.
64	0	W1-3R W1-3R	Reverse Turn Right	66"x36" -	\$9847.
65	0	W1-4L	Reverse Curve Left	30"x30"	\$67.61.
66		W1-4L	Reverse Curve Left	(36"x36") -	\$9847.
67	0	W1-4E W1-4R	Reverse Curve Right	30"x30"	\$(0.76)
68	0	W1-4R W1-4R	Reverse Curve Right	\$6"x36"	- 89547.
69	0	W1-4R W1-5L	Winding Road Left Vi		\$6761.
70	0	W1-5R	Winding Road Right *30		10) 508
71	0	W1-5R W1-6	Single Arrow *48 × 24	W 48"x4"	\$3655
72	10		Double Arrow	48"x24"	\$86.55
73	10	W1-7	Chevron	18"x24"	\$33.21.
74	10	W1-8	Chevron	24"x30"	\$65.33.
75	0	W1-8	Combination Hori-	30"x30"	\$676tum 90.71.
76	10	W1-9R	• • • • • • • • • • • • • • • • • • • •	30 A30	T.S. I PART
			zontal Alignment/		
	• •	3371 OT	Advisory Speed Sign Combination Hori-	30"x30"	s 90.71
77	10	W1-9L		JU 7.50	4_10171
			zontal Alignment/		
		1110 1	Advisory Speed Sign	30"x30"	\$67.61.
78	0	W2-1	Cross Road	30"x30"	\$67.61.
79	0	W2-2	Side Road	30"x30"	\$6761.
80	0	W2-4	T Intersection	30"x30"	\$67.61
81	0	W2-6	Circle Intersection	30"x30"	\$0202
82	10	W3-1A	Stop Ahead (Symbol)	36"x36" -	_\$119 cA ·
83	0	W3-1A	Stop Ahead (Symbol)	30"x30"	82202
84	0	W3-2A	Yield Ahead (Symbol)	36"x36") -	- (110 (-9)
85	0	W3-2A	Yield Ahead (Symbol)	(36"x36")	\$110.69
86	10	W3-3	Signal Ahead	(30 x30)	- 11-101
	_	**** 4	(Symbol)	(36"x36" —	-\$98.47 ·
87	0	W4-1	Merge Sign	30"x30"	(67 (61 ·
88	0	W4-2L	Left Lane Ends	36"x36" —	- 49Q V7.
89	0	W4-2L	Left Lane Ends	30"x30"	% 7 (c) ·
90	0	W4-2R	Right Lane Ends	30 x30 -	_ @ U ·
91	0	W4-2R	Right Lane Ends		- "最近方·
92	0	W4-3	Added Lane	(36"x36") -	- \$153.71
93	0	W4-4P	Cross Traffic Does	(30 X30)	4124.11
			Not Stop	30"x30"	9001
94	0	W6-1	Divided Highway	30 X30	Ψ_1 ( , , , , , , , , , , , , , , , , , ,
			Ahead		

95	0	W6-1	Divided Highway	36"x36") — \$98.47 Section 6, Item A)
96 97 98	0 0 0	W6-2 W6-2 W6-3	Ahead Divided Highway Divided Highway Ends Two Way Traffic	30"x30" \$90.71 · 36"x36" — \$98.47 · 30"x30" \$90.71 ·

Form	#9

			roim #9		
Item		MUTCD			Unit
No.	Quantity	No.	Description	Size	Price
				$\sim$	Odilo
99	0	W6-3	Two Way Traffic	(36"x36" —	- \$ <u>48.47</u>
100	5	W9-1L	Left Lane Ends	30"x30"	\$67.61.
101	0	W9-1L	Left Lane Ends	36"x36" —	- \$98.47·
102	5	W9-1R	Right Lane Ends	30"x30"	\$67.61.
103	0	W9-1R	Right Lane Ends	36"x36"	-\$ <u>9847</u> .
104	5	W9-2L	Merge Left	30"x3 <u>0</u> "	\$67.61.
105	0	W9-2L	Merge Left	€6"x36" —	-\$48'AJ.
			_		
106	5	W9-2R	Merge Right	30"x30"	\$61.01
107	0	W9-2R	Merge Right	(36"x36") -	- \$9847.
108	10	W10-1	Railroad Symbol	G6"Dia.) _	- \$98 47·
109	0	W10-2	Cross Road Railroad	30"x30"	\$90:21.
110	Ŏ	W10-2	Cross Road Railroad	(36"x36" -	<u>-\$98.47</u>
111	Ŏ	W10-3	Side Road Railroad	30"x30"	\$9001.
112	ő	W10-3	Side Road Railroad	(6"x36" -	-29847.
113	0	W10-4	T-Intersection RR	30"x30"	\$90n1.
114	0	W10-4	T-Intersection RR	(36"x36") -	- 19847 ·
115	0	W11-1	Bicycle Crossing	36"x36")	- \$99.95.
116	0	W11-2	Pedestrian Symbol	30"x30"	\$68.64.
117	0	W11-2	Pedestrian Symbol	(36"x36) -	-\$ 9995.
118	0	W11A-2	Pedestrian Symbol	30"x30"	SNOBIO.
119	0	W11A-2	Pedestrian Symbol	(36"x36") -	- SNOBD.
120	0	W11-3	Deer Crossing	66"x365 -	- 599 95
121	0	W11-8	Firetruck Crossing	36"x36" -	_ \$99 95.
122	0	W12-2	Bridge Height	30"x30"	\$72.00.
123	0	W14-1	Dead End	30"x30"	\$68.64.
123	0	W14-1 W14-2	No Outlet	30"x30"	\$6864.
124	0	W15-1	Playground	30"x30"	\$6864.
125	0	W15-1 W16-1	Share The Road	24"x30"	\$5608
	0	W16-5P	Crossing Straight	6"x12"	\$18.00
127	U	W 10-31	Arrow	0 1112	1070
100	0	W16-6P	Crossing Turn Arrow	6"x12"	\$18.00.
128	0	W16-7P	Crossing Down Arrow	6"x12"	\$18.00.
129	0		Speed Hump	30"x30"	\$106404.
130	0	W17-1	School Advance	30"x30"	· MIRDR
131	0	S1-1 S1-1	School Advance	36"x36" -	- sagas .
132	0	S1-1 S2-1	School Crosswalk	30"x30"	NOBIO .
133	0	S2-1 S2-1	School Crosswalk	36"x36"	· CIRON &
134	0		School Speed Limit	24"x48"	5 99 m
135	0	S5-1	Assembly	21 AIU	·

136	0	M1-1	Interstate (Route given) Interstate (Route given) Junction Plate	24"x24"	\$78.9( Section 6, Item A)
137	0	M1-1		30"x24"	\$98.72
138	0	M2-1		21"x15"	\$31.30
139 140 141 142 143 144	0 0 0 0	M4-5 M5-1L M5-1R M6-1 M6-3 D4-1	FORM #9 To Plate Advance Turn Arrow Left Advance Turn Arrow Right Arrow Plate Straight Arrow Plate Parking Area	24"x12" 21"x15" 21"x15" 21"x15" 21"x15" 12"x18"	\$31.30 \$31.30 \$31.30 \$31.30

# SIGNS FOR SHARED-USE PATHS

Item		MUTCD		2741	Unit
No.	Quantity	No.	Description	Size	Price
145 146 147 148 149 150	0 0 0 0 0	R1-1 R1-2 R3-16 R3-16A R3-17 R3-17A	Stop Yield Bicycle Lane Bicycle Lane Bicycle Lane Bicycle Lane Bicycle Lane Movement Restriction	18"x18" 24x24x24 24"x30" 24"x30" 24"x30" 24"x30" 12"x18"	\$ 29.63 \$ 35.80 \$ 75.00 \$ 75.00 \$ 75.00
151	0	R4-1 R4-2	Movement Restriction	12 ×18"	\$20.13.
152 153 154 155	0 0 0	R4-2 R4-3 R4-7 R4-4	Movement Restriction Movement Restriction Begin Right Turn Lane Yield to Bikes	12"x18" 12"x18" 12"x18" 36"x30"	\$30.13. \$31.09 \$90.96
156	0	R5-3	No Motor Vehicles	24"x24" 24" <b>x</b> 24"	s 47.19
157	0	R5-6	Bicycle Prohibition No Parking Bike Lane	12"x18"	\$20:13.
158	0	R7-9 R7-9A	No Parking Bike Lane No Parking Bike Lane	12 x10 12"x18"	\$ 21.15
159 160 161	0 0 0	R9-3A R9-5	Pedestrians Prohibited Bicycle Regulatory	18"x18" 12"x18"	\$ 37'91 ·
162	0	R9-6	Bicycle Regulatory	12"x18"	\$31.09.
163	0	R9-7	Shared-Use Path Restriction	12"x18"	\$ 31.09.
164 165 166 167 168 169 170	0 0 0 0 0 0	R15-1 W1-1 W1-2 W1-3 W1-4 W1-5	Railroad Crossbuck Turn & Curve Warning Arrow Warning	24"x4.5" 18"x18" 18"x18" 18"x18" 18"x18" 18"x18" 24"x12"	\$ 117.33 \$ 33.46 \$ 33.46 \$ 33.46 \$ 33.46 \$ 33.46

171	0	W1-7	Arrow Warning	24"x12"	\$ 29.75 Section 6, Item A)
172	0	W2-1	Intersection Warning	18"x18"	\$ 33.46
173	ŏ	W2-2	Intersection Warning	18"x18"	\$ 33.4h
174	ŏ	W2-3	Intersection Warning	18"x18"	\$ 33 46
175	ŏ	W2-4	Intersection Warning	18"x18"	s 33 46
176	ŏ	W2-5	Intersection Warning	18"x18"	\$3346
177	0	W3-TA	Stop, Yield, Signal	18"x18"	\$39.37
			FORM #9		
Item		MUTCD			Unit
No.	Quantity	No.	Description	Size	Price
178	0	W3-2A	Stop, Yield, Signal	18"x18"	\$ 39.3 +
179	0	W3-3	Stop, Yield, Signal	18"x18"	\$39.3 +
180	0	W5-2A	Road Narrows	18"x18"	- \$40.00
181	0	W5-4	Bikeway Narros	18"x18"	- \$40.00.
182	0	W7-5	Hill Sign	18"x18"	\$33.46
183	0	<b>W8-</b> 1	Bump	18"x18"	\$ 3346
184	0	W8-2	Dip	18"x18"	\$33.46
185	0	W8-10	Bicycle Surface Condition	18"x18"	\$33.46
186	0	W10-1	Advance Grade	18 <b>D</b> ia.	- \$115.00·
			Crossing		20112
187	0	W11-1	Bicycle Crossing	18"x18"	\$33.40
188	0	W12-2	Low Clearance	1 <b>8"x18"</b>	\$38.00
189	0	W16-1	Share the Road	24"x30"	\$74,89
			Plaque	0.49 69	1 1 xx
190	0	D1-1	Supplemental Bike	24"x6"	\$ 25.00
101	0	D4-3	Route Plaque Bicycle Parking	12"x18"	s 20.13 ·
191	0 0	D4-3 D11-1	Bike Route	24"x18"	\$33.31
192			Bicycle Route Marker	12"x18"	\$31.00
193 194	0 0	M1-8 M1-9	Bicycle Route Marker	18"x24"	\$50.62.
194	0	M4-11	Supplemental Bicycle	12"x4"	\$15.67 ~
133	U	IAT-4-1 I	Route Guide	IZ AT	<u> </u>
196	0	M4-12	Supplemental Bicycle	12"x4"	\$ 15.67

12"x9" 199 M7-2 Route Marker 0 Supplemental Plaques 12"x9" 200 M7-3Route Marker 0 Supplemental Plaques 12"x9" 201 0 M7-4 Route Marker Supplemental Plaques 12"x9" 0 M7-5 Route Marker 202 Supplemental Plaques 12"x9" 203 0 M7-6 Route Marker Supplemental Plaques 12"x9" Route Marker 204 0 M7-7 Supplemental Plaques **Custom Products Corporation** 

Route Guide

Route Guide

Route Marker

Supplemental Bicycle

Supplemental Plaques

12"x4"

12"x9"

M4-13

M7-1

197

198

0

0

Form #9

# STREET SIGN POSTS AND MISCELLANEOUS MATERIALS

All street sign posts and materials shall be in accordance with the latest Edition of the Manual of Uniform Traffic Control Devices and the Mississippi Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation. Prices include delivery to the City of Gluckstadt's Street Maintenance Department. Bid price to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Item No.	Item Description	Proposal Quantity	Item Unit	Unit Price	Total Price
1. a.	7' Long U-Channel				
	Sign Post (Galvanized wt/ft = 2 LB)	50	Each	SNOR	$\mathcal{Q}_{4}$
b.	8' Long U-Channel				•
	Sign Post (Galvanized		<b>~</b> .	°2/4 (42)	<u>s1333.50</u>
	wt/ft = 2 LB)	50	Each	2000 A	5 <u>1 )                                   </u>
c.	9' Long U-Channel				
	Sign Post (Galvanized			2000	\$1500 co
	wt/ft = 2 LB)	50	Each		2 <u>1200</u> 00
d.	10' Long U-Channel Sign				
	Post (Galvanized			2221	s1667.00 ·
	wt/ft = 2 LB)	50	Each	\$ <u>33,57</u>	\$100 1.00
e.	12' Long U-Channel				
	Sign Post (Galvanized			110.01	\$ 2000 SO '
	wt/ft = 2 LB)	50	Each	\$4001	\$ <u>acc</u>
f.	10' Long with				
	Anchor Plates				
	Sign Post (Galvanized			. 10\6	
	wt/ft = 2.5 LB)	50	Each	2 NO1	285
g.	Caps for U-Channel			7724	
8.	post for extruded				
	street name blanks			, 00	\$317500×15.50
	(Die Cast Aluminum)	50	Each	\$6.35	\$ <u>31 1020</u> Blade
h.	Crosses for extruded				Madeli
11.	street name blanks			(05	2175 024558
	(Die Cast Aluminum)	50	Each	\$6.5	891.12 Ox22 199
	(10000000000000000000000000000000000000				hlade, wa
					ainted
					OM SI OF

#### FORM #9

# FINISHED SUPER-HIGH EFFICIENCY, FULL CUBE PRISMATIC RETRO REFLECTIVE SHEETING (DIAMOND GRADE) TRAFFIC SIGNS

Section 1: All street sign faces, numbers, letters and related materials shall be in accordance with the latest edition of Manual of Uniform Traffic Control Devices, the Mississippi Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation (MDOT), MDOT Approved Products List and the City of Gluckstadt, MS Department of Public Works, Transportation Section - Specifications for Reflective Sheeting (See attached Specification in Section 2 & 3). The Super-High Efficiency, Full Cube Prismatic Sheeting in this specification shall be in accordance with the ASTM D4956-04 – Type IX, Modified Type IX and Type XI(ASTM Proposed).

Prices include delivery to the City of Gluckstadt's Street Maintenance Department. Bid price to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above listed prices for each type of traffic sign shall be for any quantity or combination of the various types of signs. No discounts (or increases) shall be allowed for large (or small) quantities of individual traffic sign types. The above prices shall be for any quantity or combination of the various signs.

The above will be delivered F.O.B., prepaid and allowed, Gluckstadt, Mississippi, within days after receipt of your purchase order.

#### Form #10

# SECTION - 2 SPECIFICATION NO. - DG3 8/2006 SPECIFICATION FOR SUPER-HIGH EFFICIENCY, FULL CUBE REFLECTIVE SHEETING CITY OF GLUCKSTADT, MS - TRANSPORTATION DIVISION

Note: The following specification contains warranty clauses directly related to product performance.

- 1.0 Scope. This specification covers flexible, white and colored, Super-High Efficiency Full Cube Diamond Grade retro-reflective sheeting, tape and related processing materials designed to enhance the day/night visibility of traffic control signs and objects.
- 2.0 Applicable Documents. The following documents, of the issue in effect on the date of invitation for bids or request for proposal, form a part of this specification to the extent specified herein:
  - 2.1 ASTM Standards.
  - 2.1.1 D4956 Standard Specification for Retro-reflective Sheeting for Traffic Control
  - 2.1.2 B 209 Specification for Aluminum and Aluminum Alloy Sheet and Plate.
  - 2.1.3 D 523 Standard Method for Test for Specular Gloss.
  - 2.1.4 E 284 Standard Definition of Terms Relating to Appearance of Materials.
  - 2.1.5 E 308 Computing the Colors of Objects by Using the CIE System.
  - 2.1.6 E 810 Standard Test Method for Coefficient of Retro-reflection of Retro-reflective Sheeting.
  - 2.1.7 E 1164 Standard Practice for Obtaining Spectrophotometric Data for Object-Color Evaluation.
- 3.0 Description. The retro-reflective sheeting shall have a smooth surface with a distinctive interlocking diamond seal pattern. The sheeting shall be pre-coated with a pressure sensitive adhesive backing protected by a removable liner. The Super-High Efficiency Full Cube Diamond Grade Prismatic Sheeting in this specification shall be in accordance with the ASTM D4956-04 Type IX and XI (ASTM Proposed).
- 4.0 Test Methods.

4.1 Test Conditions. Unless otherwise specified herein, all applied and unapplied test samples and specimens shall be conditioned at the standard conditions of 23 +/- 3 deg. C. (73 +/- 3 deg. F) and 50 +/- 5% relative humidity for 24 hours prior to testing.

#### Form #10

- 4.2 Test Panels. Unless otherwise specified herein, when tests are to be performed using test panels, the specimens of retro-reflective material shall be applied to smooth aluminum cut from ASTM B-209 Alloy 5052-H36, 5052-H38, 5154-H38 or 6061-T6 sheets in 0.05 cm. (0.020 in.), 0.10 cm (0.040 in.) or 0.16 cm (0.063 in.) thickness. The aluminum shall be degreased and lightly acid etched before the specimens are applied. The specimens shall be applied to the panels in accordance with the recommendations of the retro-reflective sheeting manufacturer.
- 5.0 Physical Requirements.
  - 5.1 Color Requirements.

Color shall be as specified and shall conform to the requirements of ASTM D 4956-05, Table 17. Luminance factors shall conform to ASTM D 4956-05, Tables 10 and 14.

- 5.1.1 Color Test. Conformance to color requirements of Table I shall be determined by instrumental method in accordance with ASTM E 1164 on sheeting applied to aluminum test panels. The values shall be determined on a HunterLab Labscan 6000 0/45 Spectrocolorimeter with option CMR 559 (or approved equal 0/45 (45/0) instrument with circumferential viewing (illumination)). Computations shall be done in accordance with ASTM E 308 for the 2 degree observer.
- 5.2 Coefficient of Retro-reflection, Ra. The Coefficients of retro-reflection shall not be less than the minimum values specified in Table I. Testing shall be in accordance with ASTM E 810.
  - 5.2.1 Units. Coefficients of retroreflection Ra. shall be specified in units of candelas per lux per square meter (candelas per footcandle per square foot).
  - 5.2.2 The observation angles shall be 0.2, 0.5 and 1.0 degrees.
  - 5.2.3 Values at 0 and 90 degrees orientation shall be averaged.
  - 5.2.4 For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for corresponding color in Table I.

# Form #10 TABLE 1 Minimum Coefficient of Retroreflection Ra (Candelas per lux per square meter)

White	-4	30
0.2	570	215
0.5	400	150
1.0	120	45

Blue	-4	30	
0.2	26	10	
0.5	18	6.8	
1.0	5.4	2.0	

Yellow	-4	30
0.2	425	160
0.5	300	112
1.0	90	34

FYG	-4	30	
0.2	455	170	
0.5	320	120	
1.0	96	36	

Red	-4	30
0.2	114	43
0.5	80	30
1.0	24	9

FY	-4	30
0.2	340	130
0.5	240	90
1.0	72	27

Green	-4	30
0.2	57	21
0.5	40	15
1.0	12	4.5

FQ	-4	30	
0.2	170	64	
0.5	120	45	
1.0	36	14	

<sup>5.3</sup> Gloss. The retro-reflective sheeting shall have an 85 degree specular gloss of not less than 50 when tested in accordance with ASTM D-523.

<sup>5.4</sup> Color Processing. The retro-reflective sheeting shall permit cutting and color processing with compatible transparent and opaque process colors in accordance with the sheeting manufacturer's recommendations at temperatures of 15 to 38 degrees C (59 to 100 degrees F) and relative humidity's of 20% to 80%. The sheeting shall be

Section 6, Item A)

heat resistant and permit force curing without staining of applied or unapplied sheetin at temperatures recommended by the sheeting manufacturer.

5.6 Adhesive. The protective liner attached to the adhesive shall be removed by peeling without soaking in water or other solutions, without breaking, tearing, or removing any adhesive from the backing. The protective liner shall be easily removed following accelerated storage for 4 hours at 70 degrees C (158 degrees F) under a weight of .175 Kg/sq.cm. (2.5 pounds per square inch). The adhesive backing of the

#### Form #10

retro-reflective sheeting shall produce a bond to support a .80 Kg (1.75 pound) weight for 5 minutes without the bond peeling for a distance of more than 5.0 cm (2.0 inches) when applied to a test panel prepared as in 4.2. Apply 10 cm (4 inches) of a 2.5 cm x 15 cm (1" x 6") specimen to a test panel. Condition and then position the panel face down horizontally, suspend the weight from the free end of the sample and allow it to hang free at an angle of 90 degrees to the panel surface for 5 minutes.

- 5.7 Impact Resistance. The retro-reflective sheeting shall comply with the impact resistance requirements contained in ASTM D 4956-05, section 6.10.
- 5.8 Resistance to Accelerated Outdoor Weathering. The retro-reflective surface of the sheeting shall be weather resistant and show no appreciable cracking, blistering crazing, or dimensional change after 3 years unprotected outdoor exposure, facing the equator and inclined 45 degrees from the vertical. Following weather exposure, panels shall be washed in a 1% detergent solution for 45 seconds, rinsed thoroughly with clean water, blotted with a soft clean cloth and brought to equilibrium at standard conditions. After cleaning, the coefficient of retro-reflection shall not be less than 80% of the values in Table I and the colors shall conform to the requirements of ASTM D 4956, Table 17. The sample shall:
  - 5.8.1 Show no apreciable evidence of cracking, scaling, pitting, blistering, edge lifting or curling or more than 0.8 mm (1/32 inch) shrinkage or expansion.
  - 5.8.2 Be measured only at angles of: 0.2 degree observation, -4 degree entrance, 1.0 degree observation, -4 degree entrance. Where more than one panel of a color is measured, the coefficient of retro-reflection shall be the average of all determinations.
  - 5.9 Resistance to Heat. The retro-reflective sheeting, applied to a test panel and conditioned as in 4.1, shall be measured at 0.2 degree observation and -4 degree entrance angles and exposed to 71 +/- 3 degrees C (160 +/- 5 degrees F) for 24 hours in an air circulating oven. After heat exposure and conditioning according to provision of Section 4.1, the sheeting shall retain between 85% and 115% of the values measured before exposure.
  - 5.11 General Characteristics and Packaging. The retro-reflective sheeting as supplied shall be of good appearance, free from ragged edges, cracks and extraneous materials, and shall be furnished in either rolls or sheets. When furnished in continuous rolls, the average number of splices shall not

be more than 3 per 50 meters (54.7 yd) of material with a maximum of 4 pieces in any 50 meter (45.7 yd) length. Splices shall be butted or overlapped and shall be suitable for continuous application as furnished. When furnished as cut sheets or sign faces, the sheeting shall be packaged flat in accordance with commercially

Section 6, Item A)

accepted standards. The sheeting shall be packed snugly in corrugated fiberboard cartons, in accordance with commercially accepted standards. Each carton shall clearly stipulate the brand, quantity, size, lot or run number and color. Stored under normal conditions the retro-reflective sheeting as furnished shall be suitable for use for a minimum period of one year.

#### Form #10

- 6.0 Performance Requirements and Obligations.
  - 6.1 Certification The sheeting manufacturer shall, upon request, submit with each lot or shipment, a certification that states that the material supplied will meet all of the requirements listed herein.
  - 6.2 Field Performance Requirements.
    - 6.2.1 Retro-reflective sheeting, which is, used for vertically mounted traffic control and guidance signs, which are processed and applied to aluminum sign blank materials in accordance with the sheeting manufacturer's recommendations shall perform effectively for a minimum of 12 years from the date of fabrication (ordinary colors); 7 years (fluorescent yellow and fluorescent yellow-green); and 3 years (fluorescent orange). The retro-reflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision; or (2) the coefficient of retro-reflection, after cleaning, is less than the minimums specified for that sheeting during the period listed.
    - 6.2.1.1 Ordinary colors: 80% of the values listed in Table I up to 7 years and 70% of the values listed in Table I up to 12 years
    - 6.2.1.2. Fluorescent colors (fluorescent yellow and yellow-green): 80% of values listed in Table I up to 5 years and 70% of values listed in Table I up to 7 years
    - 6.2.1.3 Fluorescent Orange 50 % of values listed in Table I for 3 years
    - 6.2.2 All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.
- 6.2.3 Natural causes include effects of exposure to weather. Natural causes exclude (without limitation) damage from exposure to chemicals, abrasion and other mechanical damage from fasteners used to mount the sign, collisions or mishandling.
- 6.3 Sheeting Manufacturer's Replacement Obligation
  - 6.3.1 Where it can be shown that the retro-reflective sheeting fails to conform to

the performance requirements of Section 6.2, the sheeting manufacturer's sol Section 6, Item A) responsibility and purchaser's and user's exclusive remedy shall be:

6.3.1.1 Ordinary colors: If the failure occurs within the first 7 years from the date of fabrication, the sheeting manufacturer shall, as its expense, restore the sign surface to its original effectiveness. Fluorescent colors (fluorescent vellow and fluorescent vellow-green only); If

#### Form #10

the failure occurs within the first 5 years from the date of fabrication, the sheeting manufacturer shall, as its expense, restore the sign surface to its original effectiveness.

6.3.1.2 Ordinary colors: If the failure occurs within the 8th through 12th years from the date of fabrication, the sheeting manufacturer shall furnish the necessary amount of sheeting to restore the sign surface to its original effectiveness.

Fluorescent colors (fluorescent yellow and fluorescent yellow-green only): If the failure occurs within the 6th or 7th year from the date of fabrication, the sheeting manufacturer shall furnish the necessary amount of sheeting to restore the sign surface to its original effectiveness.

Fluorescent Orange: If the failure occurs within 3 years from date of fabrication, the sheeting manufacturer shall furnish the necessary amount of sheeting necessary to restore the sign surface to its original effectiveness.

- 6.3.1.3 Replacement sheeting shall carry the unexpired warranty of the sheeting it replaces.
- 6.4 Process Inks. The manufacturer of the sheeting shall manufacture and may offer at no additional or a nominal cost process inks, clears and thinners recommended for the sheeting to meet the performance requirements of this specification, and shall further be responsible for technical assistance in the use of these inks in accordance with section 7.
- Slip Sheet. Slip Sheet paper, if recommended by the sheeting 6.5 manufacturer for sheeting surface protection or for use in packing, storage or shipping finished signs, may furnish in rolls by the manufacturer at no additional charge or nominal charge in at least equal square footage and in the same widths as the sheeting supplied.
- Washers. Washers, if recommended by the sheeting manufacturer to protect the sign surface from damage by bolts or other fasteners, may be furnished by the manufacturer at no additional charge or a nominal charge.
- 7.0 Technical Assistance Requirements.
  - 7.1 Instruction and Training. The manufacturer supplying the sheeting requirements shall provide the services of a qualified technician for instruction and training at the agency. This instruction primary sign manufacturing facility designated by the shall be available on a quarterly basis at no additional cost, and shall include but not be limited to, training films, material application, equipment operation, silk screening

Section 6, Item A)

techniques, packaging, storage and other proven sign shop practices as they applied to the reflective sheeting supplied by the manufacturer, and to assure that the resulting signs can comply with the applicable specifications.

7.2 Equipment. The manufacturer supplying the retro-reflective sheeting requirements shall provide service for sheeting application equipment of their

#### Form #10

manufacture, certify that trained personnel will be available on 72 hours notice to render such service, and shall stock authorized parts for their sheeting application equipment. "Service" is understood to mean the capability of calibration and trouble shooting, as well as the training and retraining of personnel as required.

8.0 For the product 3910/3914 - Flexible Reflective Sheeting with Pressure Sensitive Adhesive for Reflectorizing Reboundable Plastic Substrate Work Zone Traffic Control Devices - 4" or 6". Colors: White and Orange."

This product must meet the specification as outlined in the Specification for Series 3910 for use on Reboundable Plastic Traffic Control Devices, 3M Document No.: 75-0300-7306-0, dated May 1999.

9.0 All transparent process colors to be compatible with the specified sheetings and shall be of the type and quality recommended as a Matched Component System (MCS), by the manufacturer of the reflective sheeting (No substitutes will be accepted).

Spec. No.: DG3 - 82006

# **BID FORM**

To:

Mayor and Board of Aldermen

City of Gluckstadt 343 Distribution Drive Madison, Mississippi 39110

(Phone #)

From:

Trantex Transportation Products of Texas, Inc.

(Name)
3310 Frick Rd.

(Address)
Houston, TX 77086

(Christing Ofrantexinc. Com
(Email Address)
(281) 448-7711

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Gluckstadt, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Gluckstadt.

All prices submitted shall be good and valid from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024, except prices for asphalt materials as noted shall be good and valid from October 1, 2023 thru March 31, 2024

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 24 day of July, 2023

Trantex Transportation Products of Texas, Inc.

(Bidder)

By: Christina MOSS

Vice President
(Title)

(Signature)



Form #9

# STREET SIGN POSTS AND MISCELLANEOUS MATERIALS

All street sign posts and materials shall be in accordance with the latest Edition of the Manual of Uniform Traffic Control Devices and the Mississippi Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation. Prices include delivery to the City of Gluckstadt's Street Maintenance Department. Bid price to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

Item	Item Description	Proposal Quantity	Item Unit	Unit Price	Total Price
1. a.	7' Long U-Channel				
	Sign Post (Galvanized		D 1	\$43.42	\$ 2171.00
	wt/ft = 2 LB)	50	Each	3 TJ. 42	<b>P Z</b> 1 1 10
b.	8' Long U-Channel				
	Sign Post (Galvanized	<b>70</b>	Each	C43117	\$ 2171.00
	wt/ft = 2 LB)	50	Each	0 10,92	Ψ
c.	9' Long U-Channel				40
	Sign Post (Galvanized	50	Each	8 43 U2	\$ 2171.00
_	wt/ft = 2 LB)	30	Lacii	V 1 J. 42	
d.	10' Long U-Channel Sign				
	Post (Galvanized	50	Each	\$ 69.40	\$ 3470.00
	wt/ft = 2 LB)	30	Lacii	<del>U</del>	
e.	12' Long U-Channel				
	Sign Post (Galvanized	50	Each	\$83.30	\$4105.00
C	wt/ft = 2 LB)	30	Lacii	<u> </u>	
f.	10' Long with Anchor Plates				
	Sign Post (Galvanized	50	Each	\$ 42.44	\$2122.00
	wt/ft = 2.5 LB) Caps for U-Channel	50	Lauri		
g.	post for extruded				
	street name blanks				
	(Die Cast Aluminum)	50	Each	\$ 14.27	\$ 813.50
h.	Crosses for extruded	30			
n.	street name blanks			2	
	(Die Cast Aluminum)	50	Each	\$ 110.27	\$813.50
	(Die Cast / Humman)				

#### FORM #9

#### FINISHED SUPER-HIGH EFFICIENCY, FULL CUBE PRISMATIC RETRO REFLECTIVE SHEETING (DIAMOND GRADE) TRAFFIC SIGNS

<u>Section 1:</u> All street sign faces, numbers, letters and related materials shall be in accordance with the latest edition of Manual of Uniform Traffic Control Devices, the Mississippi Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation (MDOT), MDOT Approved Products List and the City of Gluckstadt, MS Department of Public Works, Transportation Section - Specifications for Reflective Sheeting (See attached Specification in Section 2 & 3). The Super-High Efficiency, Full Cube Prismatic Sheeting in this specification shall be in accordance with the ASTM D4956-04 – Type IX, Modified Type IX and Type XI(ASTM Proposed).

Prices include delivery to the City of Gluckstadt's Street Maintenance Department. Bid price to be effective from OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024.

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above listed prices for each type of traffic sign shall be for any quantity or combination of the various types of signs. No discounts (or increases) shall be allowed for large (or small) quantities of individual traffic sign types. The above prices shall be for any quantity or combination of the various signs.

The above will be delivered F.O.B., prepaid and allowed, Gluckstadt, Mississippi, within days after receipt of your purchase order.

#### CERTIFICATION OF LOW BID

#### CONSTRUCTION WORK ZONE SIGN AND EQUIPMENT RENTAL

I, <u>John M. McCollum</u>, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as <u>Public Works Director</u>, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

John might

WITNESS my signature, this the 25th day of July 2023.

#### CITY OF GLUCKSTADT PUBLIC WORKS DEPARTMENT

#### **BID TABULATION**

Project: Annual Bids Materials and Services

Bids R July 25th 2023

Project: Temporary Traffic Control Services

BIDDER Traffic Control Products Brandon, MS

				Brandon, I	MS
ITEM	ITEM DESCRIPTION	PROPOSAL		UNIT	TOTAL
NO.		QUANTITY	UNIT	PRICE	PRICE
1	Road Work Ahead Sign (W20-1)	10	Each	4.00	40.00
2	End Road Work Sign (G20-2)	10	Each	4.00	40.00
3	Lane Ends Merge Left Sign (W9-2L)	2	Each	4.00	8.00
4	Lane Ends Merge Right Sign (W9-2R)	2	Each	4.00	8.00
5	Left Lane Closed Ahead Sign (W20-5L)	2	Each	4.00	8.00
6	Right Lane Closed Ahead Sign (W20-5R)	2	Each	4.00	8.00
7	Merge Left Symbol Sign (W4-2L)	2	Each	4.00	8.00
8	Merge Right Symbol Sign (W4-2R)	2	Each	4.00	8.00
9	Two-Way Directional Arrow Symbol Sign (W6-3D)	2	Each	4.00	8.00
10	Road Closed Ahead Sign (W20-3)	2	Each	4.00	8.00
11	Detour Ahead Sign (W20-2)	2	Each	4.00	8.00
12	Detour Left Sign (M4-9L)	10	Each	4.00	40.00
13	Detour Right Sign (M4-9R)	10	Each	4.00	40.00
14	End Detour Sign (M4-8a)	4	Each	4.00	16.00
15	Road Closed Sign (R11-2)	20	Each	4.00	80.00
16	No Left Turn Symbol Sign	5	Each	4.00	20.00

	(R3-1L)				1
17	No Right Turn Symbol Sign (R3-1R)	5	Each	4.00	20.00
18	Right Lane Must Turn Right Sign (R3-7)	2	Each	4.00	8.00
19	42" Channelizing Cones	100	Each	5.00	500.00
20	Sign Stands	40	Each	6.00	240.00
21	Flashing Warning Lights	100	Each	8.00	800.00
22	Flashing Arrow Panel	1	Each	100.00	100.00
23	Changeable Message Sign	1	Each	250.00	250.00
24	Portable Median Barrier	20	Each	15.00	300.00
25	Free Standing Plastic Drums	100	Each	6.00	600.00
26	Traffic Control Device Installation Service	8	Hr.	3,970.00	31,760.00
27	Traffic Control Device Removal Service	4	Hr	2,570.00	10,280.00

From: <u>Gilda Reyes</u>
To: <u>Lindsay Kellum</u>

**Subject:** Required Forms for HB603 Funding **Date:** Friday, July 21, 2023 3:07:49 PM

Attachments: Letter requesting transfer of funds (6.5.2023).docx

Government MOU (Ih) 6.5.2023.docx Bond Advisory Contact Form.pdf irs-form-w9.pdf HB603 - Verification Form.docx

Submit the five (5) required forms (**after board approval**) to the Department of Finance and Administration to email address <u>HB603@dfa.ms.gov</u>.

Please find attached the required forms to be submitted to The Department of Finance and Administration to receive your funding appropriated in House Bill 603. These forms are as follows:

- Memorandum of Understanding (MOU) Please sign and date the form. After our Executive Director has signed your submitted MOU, I will email you a copy for your files. Do not modify/change this document from the original form.
- 2. Letter Requesting the Transfer of Funds After completing the form, please date (on the appropriate line at the top of the document), print, sign and submit on your organization's letterhead. Do not modify/change this letter from the original form.
- 3. Signed IRS Form W-9
- 4. Contact Information Form
- 5. Verification Form Read and initial each statement

Please scan and email these forms to <a href="https://example.com/HB603@dfa.ms.gov">HB603@dfa.ms.gov</a>.

#### As a reminder:

- 1. The funds must be maintained in a separate bank account and not in a separate fund within your accounting system. These funds cannot be comingled with other funds (no other funds can be in this account except the funds received from HB603).
- 2. The funds must be used **solely** for the purpose(s) allowed for in the enabling legislation.
- 3. The funds must be spent within thirty-six (36) months of receipt.
- 4. Quarterly reports are required to be sent to our office. This form will

#### be sent to you after you receive the funds.

5. All documents listed in Exhibit A of the MOU shall be maintained at your office and made available to DFA upon request.

If you have any questions, please call me. Thank you, Gilda Reyes

#### **Gilda Reyes**

Director, Bond Advisory Division
Mississippi Department of Finance and Administration
Gilda.Reyes@dfa.ms.gov
601-359-5516 Office 601-573-0503 Mobile

P.O. Box 267 Jackson, MS 39205 501 North West Street, Suite 1301 Jackson, MS 39201

#### Government

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the City of Gluckstadt (construction of municipal court building and police station) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Gluckstadt in paying costs associated with the local project (hereinafter the "Project") specified in Section 28(lh) of House Bill 603 2023 Regular Legislative Session, Laws of 2023, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$750,000.00) (hereinafter the "Project Funds"), for the Project. (PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)

#### **RECITALS**

**WHEREAS**, Section <u>28</u> of <u>House Bill 603</u>, <u>2023</u> Regular Legislative Session, authorized expenditures from the <u>2023 Local Improvements Projects Fund</u> for certain projects; and

**WHEREAS**, pursuant to Section <u>28(lh)</u> of <u>House Bill 603</u>, <u>2023</u> Regular Legislative Session, Laws of <u>2023</u>, the Legislature has appropriated funds to the <u>City of Gluckstadt</u> to pay the costs of the Project; and

**WHEREAS**, the Act authorizes the <u>DFA</u> to disburse monies in the <u>2023 Local Improvements Projects Fund</u> to pay the costs of the Project; and

**WHEREAS**, the <u>City of Gluckstadt</u> shall maintain the Project Funds in a separate bank account; and

**WHEREAS**, the <u>DFA</u> has requested the <u>City of Gluckstadt</u> to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the <u>City of Gluckstadt</u> is subject to the State's procurement laws; and

**WHEREAS**, the <u>City of Gluckstadt</u> agrees to expend the funds within thirty-six (36) months from the date of receipt from the <u>DFA</u>; and

**WHEREAS**, the <u>City of Gluckstadt</u> agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the <u>City of Gluckstadt</u> will immediately notify and consult with the <u>DFA</u> regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the <u>City of Gluckstadt</u> agrees to provide quarterly notarized reports to the <u>DFA</u> which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the <u>DFA</u> and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The <u>City of Gluckstadt</u> shall also provide to the <u>DFA</u> a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the <u>DFA</u> finds that it is in the best interest of the <u>DFA</u> and the <u>City of Gluckstadt</u> that the funds on deposit in the <u>2023 Local Improvements Projects Fund</u> for the <u>City of Gluckstadt (construction of municipal court building and police station)</u> should be disbursed to the <u>City of Gluckstadt</u> and that the <u>City of Gluckstadt</u> shall directly administer the expenditure of such funds for the Project.

### NOW THEREFORE, IT IS MUTALLY AGREED BY THE <u>MISSISSIPPI</u> <u>DEPARTMENT OF FINANCE AND ADMINISTRATION</u> AND THE <u>CITY OF</u> GLUCKSTADT AS FOLLOWS:

**Section 1**. The <u>DFA</u>, pursuant to the Act, shall disburse the Project Funds from the <u>2023 Local Improvements Projects Fund</u> upon written request of the <u>City of Gluckstadt</u> to pay the costs associated with the Project.

**Section 2**. The <u>City of Gluckstadt</u> certifies and agrees to make every effort to expend all funds received from the <u>2023 Local Improvements Projects Fund</u> within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the <u>City of Gluckstadt</u> to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

**Section 3**. The <u>City of Gluckstadt</u> agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the <u>City of Gluckstadt</u> is subject to same. Failure to adhere may cause the <u>DFA</u> to withhold all sums for the Project and seek recovery of same. Further, the <u>City of Gluckstadt</u> agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

**Section 4**. The <u>City of Gluckstadt</u> agrees to provide the <u>DFA</u> quarterly notarized reports as set forth hereinabove, in a format designated by the <u>DFA</u>. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The <u>City of Gluckstadt</u> shall also provide the <u>DFA</u> with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

**Section 5**. The <u>City of Gluckstadt</u> agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the <u>2023 Local Improvements Projects Fund</u> sufficient to satisfy and confirm, to the <u>DFA's</u> satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

**Section 6**. The <u>City of Gluckstadt</u> agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the <u>City of Gluckstadt</u> will immediately notify and consult with the <u>DFA</u> regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

**Section 7.** The <u>City of Gluckstadt</u> agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the <u>DFA</u> to withhold funds for the Project or seek recovery of same.

**Section 8**. All notices or information pursuant to this MOU shall be provided as follows:

City of Gluckstadt

Attn: Walter Morrison, Mayor

343 Distribution Drive

Madison, Mississippi 39110

Phone: 769-567-2306

Email: <a href="mailto:lindsay.kellum@gluckstadt.net">lindsay.kellum@gluckstadt.net</a>

Mississippi Department of Finance and Administration

Attention: Gilda Reyes, Bond Advisory Director

501 North West Street, Suite 1301

Jackson, Mississippi 39201 Telephone: 601-359-5516

Email: Gilda.Reves@dfa.ms.gov

**Section 9.** This MOU shall be effective from and after the final signature date.

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the dates indicated below.

#### MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By:	Date:
Liz Welch, Executive Director	
CITY OF GLUCKSTADT	
By:	Date:

#### **EXHIBIT A**

The <u>City of Gluckstadt (construction of municipal court building and police station)</u> shall maintain on file, the following items in relation to the Project:

- 1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
- 2. The Program of Work for the Project.
- 3. All solicitation documents (RFQ, RFP, IFB, etc.).
- 4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
- 5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
- 6. All contracts awarded for the Project.
- 7. All bank statements.
- 8. Any and all other documentation which may be required to document, to the <a href="DFA's">DFA's</a> satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

#### **Verification Form**

Please read and initial each statement below to verify your understanding of the requirements. \_1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode. 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This transfer needs to happen as soon as you receive the funding. This account is only for the funds in HB603. No other funds can be in this account (even if you have received prior funding for the same project). 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end. 1<sup>st</sup> quarter – January –March Report due by April 30 2<sup>nd</sup> quarter – April – June Report due by July 30 3<sup>rd</sup> quarter – July – September Report due by October 30 4<sup>th</sup> quarter – October – December Report due by January 30 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report. 5) Quarterly reports are to be completed even if there were no expenditures for the quarter. \_6) Bank fees cannot be paid with funds. Please confirm that no fees will be charged by your bank when the new bank account is opened. 

If the bank happens to charge fees in error, the bank will have to refund the fees or you will be responsible to pay those fees. This has been a problem with previous funding.

#### Date

Mrs. Gilda Reyes, Bond Advisory Director MS Department of Finance and Administration 501 North West Street, Suite 1301 Jackson, Mississippi 39201

Re: Request for Project Funding

2023 Local Improvements Projects Fund

Dear Mrs. Reyes:

We are requesting that the Department of Finance and Administration (DFA) transfer \$750,000.00 of State Funds authorized by Section 28(Ih) of House Bill 603, 2023 Regular Legislative Session for the City of Gluckstadt (construction of municipal court building and police station).

Our electronic payment information is as follows:
Bank Name:
Routing No.:
Account No.:
MAGIC Vendor No.: <u>3102091210</u>
We appreciate your assistance.
Walter Morrison, Mayor

#### (Rev. November 2017) Department of the Treasury Internal Revenue Service

#### **Request for Taxpayer Identification Number and Certification**

Section 6. Item B)

requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	Name (as snown on your income tax return). Name is required on this line; do not leave this line blank.			
	2 Business name/disregarded entity name, if different from above			
s. ns on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)		
following seven boxes.    Individual/sole proprietor or single-member LLC				
oeci	Other (see instructions) ►  5 Address (number, street, and apt. or suite no.) See instructions.		(Applies to accounts maintained outside the U.S.) and address (optional)	
See	6 City, state, and ZIP code	,	,	
	7 List account number(s) here (optional)			
Par	t I Taxpayer Identification Number (TIN)			
oacku eside	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to average withholding. For individuals, this is generally your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other as, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> ater.	or a	eurity number	
Numb	If the account is in more than one name, see the instructions for line 1. Also see What Name of the Requester for guidelines on whose number to enter.	Employer .	identification number	
Par	Certification			
Jndei	penalties of perjury, I certify that:			

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments

other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				
Sign Here	Signature of U.S. person ►	Date ▶		

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Fntities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

#### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual     Sole proprietorship, or     Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- $1-\!$  An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4-A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!\text{A}$  futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

	· · · · · · · · · · · · · · · · · · ·
For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account	The actual owner of the account or, if combined funds, the first individual on
maintained by an FFI	the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
=	THE BIGHER OF HERMINES

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.
- \*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### **Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established

legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## MISSISSIPPI DEPARTMENT OF FINANCE AN ADMINISTRATION Section 6, Item B)

PROJECT NAME: MAILING ADDRESS:		COD WE TRUS
(BE SURE TO UPDATE	FOR EACH PERSTHIS FORM EACH TIME Y	MAIL ADDRESS AND PHONE NUMBER SON OU HAVE CHANGES IN PERSONNEL)
Name	Phone Number	Email Address

# A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI EXPRESSING OPPOSITION TO SPLITTING THE MADISON AND RANKIN COUNTY CIRCUIT COURT JUDICIAL DISTRICT (DISTRICT 20) AND FOR RELATED PURPOSES

WHEREAS, it is the responsibility of the Legislature under Section 152 of the Mississippi Constitution of 1890 to divide the state into an appropriate number of circuit and chancery court districts and to evaluate those districts following each federal decennial census; and

**WHEREAS**, Section 9-7-53 of the Mississippi Code establishes the Twentieth Circuit Court Judicial District Consisting of Madison and Rankin Counties; and

WHEREAS, the Mayor and Board of Aldermen of the City of Gluckstadt have been made aware of discussions involving the possible splitting and realigning of District 20 and desire to go on record in opposition to this action; and

WHEREAS, the Mayor and Board of Aldermen further find it in the best interest of the City of Gluckstadt to submit a request to the Mississippi Legislature that the Circuit Court Judicial District including Madison County (District 20) remain unchanged, and to further request that no change to District 20 occur without unanimous support from the governing authorities of every municipality in Madison County.

**WHEREFORE**, be it hereby resolved by the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, as follows:

- **Section 1.** That the matters set forth in the Preamble hereto are hereby adopted as the official findings of the Mayor and Board of Aldermen.
- **Section 2.** The Mayor and Board of Aldermen find it in the best interest of the City to declare its opposition to splitting Circuit Court Judicial District 20 and to specifically request that no change to this District occur without the unanimous support from the governing authority in each municipality in the District.
- **Section 3.** That a copy of this Resolution shall be transmitted to the City's Legislative Representatives and Elected State Officials.
- **Section 4.** That this Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the City.

SO RESOLVED this the day of August 20 and SECONDED by Alder	•
adoption of the above and foregoing Resolution.	
Upon roll call vote, the result was as follows:	
Alderwoman Miya Warfield-Bates voted:	Aye/Nay
Alderman Jayce Powell voted:	Aye/Nay
Alderman Richard Wesley Slay voted:	Aye/Nay
Alderman John Taylor voted:	Aye/Nay
Alderwoman Lisa H. Williams voted:	Aye/Nay
The Mayor thereupon declared the motion carridate day of August 2023.	ed and the Resolution adopted this the
	WALTER C. MORRISON, IV
	MAYOR
ATTEST:	

LINDSAY KELLUM,

CITY CLERK

# FENCE ORDINANCE OF THE CITY OF GLUCKSTADT

Gluckstadt, Mississippi



**Effective** 

# AN ORDINANCE REGULATING AND CONTROLLING THE SIZE, LOCATION, CHARACTER, APPEARANCE, PURPOSE, CONTENT AND OTHER PERTINENT FEATURES OF ALL EXTERIOR FENCES IN THE CITY OF GLUCKSTADT. MISSISSIPPI

WHEREAS, it has been found and determined by the Mayor and Board of Aldermen of the City of Gluckstadt that the public interest requires the regulation of the size, location, character, appearance, purpose, and content of all "FENCES" in the City so as to improve and maintain the appearance and character of the community and in order to protect the health, safety, morals and to promote the public welfare; and

WHEREAS, fences along public corridors tend to be poorly maintained; and WHEREAS,

lack of maintenance by homeowners and homeowner associations has resulted in a reduced visual aesthetic; and

WHEREAS, it has been found and determined that it would promote the welfare of Gluckstadt and its environs if a comprehensive and continuous program of community beautification and improvement be undertaken; and

WHEREAS, it has become necessary in the public interest to regulate the sizes, location, character, content, appearance, and other pertinent features of all "FENCES" in the City of Gluckstadt.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT AS FOLLOWS:

#### ARTICLE I. SCOPE OF ARTICLE

This article shall govern the erection of fences and walls within the city, as the public welfare requires it.

#### **ARTICLE II. DEFINITIONS**

#### 201. DEFINITIONS OF THE FOLLOWING TERMS

#### A. Rules for words and phrases:

For the purpose of this Ordinance, words used in the present tense include the future tense; words in the singular number include the plural number and words in the plural number include the singular; the word "shall" is MANDATORY and not directory; the word "may"

is PERMISSIVE. Any term not defined in this Section shall be construed to be used in this Ordinance as by the latest edition of WEBSTER'S UNABRIDGE DICTIONARY.

#### **B.** Definitions:

- 1. Fence Any structure which encloses, partitions, or divides any yard or property.
- 2. Interior Lot Front of lot is adjacent to one (1) street and is contiguous to adjacent lots on two (2) sides and the rear property lines. (Illustration 1)
- 3. Corner Lot A lot adjacent to two (2) or more intersecting streets. (Illustration 2)
- **4.** Double Frontage Lot A lot with frontage on two (2) non-intersecting streets. *(Illustration 3)*
- **5.** City Right-of-Way An approximate fifteen-foot (15') area measured from the face of the curb towards the house. This area is City property.
- **6.** Easement A right to the use of a designated area of land for utilities such as electricity, gas, telephone, cable TV, sewage, drainage, etc.

#### ARTICLE III. GENERAL PROVISIONS

- **A.** The maximum height of any fence shall be six feet, with the following exceptions:
  - 1. Tennis court fences may be a maximum of ten feet in height;
  - 2. Subdivisions Entrance Features (SEF) may exceed six feet in height to a maximum of 35 feet when specifically approved by the Mayor and Board of Aldermen;
  - **3.** Fences attached to subdivision entrance features may be a maximum of eight feet in height; and
  - **4.** Fences on property zoned <u>commercial</u> may exceed six feet in height when specifically approved by the Mayor and Board of Aldermen.

Any proposals for fences in excess of six feet in height, when submitted to the Mayor and Board of Aldermen for approval, must be accompanied by appropriate documentation justifying such additional height.

- **B.** Fences over 30 inches in height are not permitted within the required front yards of lots, as specified in the zoning ordinance, with the exception of subdivision entrance features and attached fences/walls and lots over 2 acres.
- C. No fence shall be placed within 25 feet of any street corner, the corner being defined as the intersection of the right-of-way lines of the two streets.
- **D.** Solid fences (excluding exterior fences installed by developer) which are substantially opaque and serve as visual barriers shall be composed of masonry, durable wood or combination of durable wood and masonry.
- **E.** No fence shall impede or divert the flow of water through any drainage easement unless by adequate investigation by the city engineer, it can be determined that the fence will not adversely impact any property owner and will contribute to an improvement in the overall drainage system.
- **F.** All fences and walls shall be maintained in a structurally sound condition and in good repair. Fences and walls shall be free from loose or rotting materials and shall have braces and supports attached or fastened in accordance with common building practices.
- **G.** All fences constructed after the effective date of this ordinance, which are parallel to and/or face the street and are constructed completely or partially of wood, shall have the smooth side, the side without the support bracing, of the fence facing toward the street.
- **H.** Chain link, Barbed-Wire, or other wire fences shall be prohibited in any district. However, plastic coated (not painted) black, brown, or green chain link fence may be approved by the

Mayor and Board of Aldermen in lieu of wooden fencing provided appropriate landscaping is planted on both sides of the fence and the fence would not be out of character with the surrounding area. The burden of proof that the chain link fence would be better suited for the proposed commercial or residential development is on the applicant.

#### ARTICLE IV. DOUBLE FRONTAGE LOTS

Due to the exceptional nature of double frontage lots, fences with frontage on a street to which access to such lot is not permitted will be subject to the following provisions:

- A. Such fences shall **not be** constructed of wood, plastic, chain link or wire.
- **B.** An appropriate planting screen is required as shown on the attached Illustrations 4 through 7. The planting screen shall be in place within six months from the time the fence permit is issued.
- **C.** A berm with appropriate evergreen planting as shown on Illustration 7 may be used if approved by the Mayor and Board of Aldermen.
- **D.** Only fences as shown on Illustrations 4 through 6 shall be allowed, and then only if the following requirements are met:
  - 1. Within any 80-foot section of fence, no more than 50 percent or 40 feet of the fence shall be on the property line or any line parallel to and less than 15 feet from the property line. (See Illustrations 4A & 4B.)
  - 2. The remaining 50 percent or more of the 80-foot section of fence must be set back six feet to 10 feet with evergreen planting inserted to break up the stockade appearance. (See Illustrations 4A & 4B.)
  - **3.** The entire fence may be built 10 feet or more from the property line with evergreen screening to break up the continuous appearance effect.
  - **4.** A fence may be built oblique to the property line or a serpentine fence with evergreen planting may be built to break up the solid appearance, if approved by the Mayor and Board of Aldermen.

#### ARTICLE V. SUBDIVISION ENTRANCE FEATURES (SEF)

#### 501. Features

A subdivision entrance feature (SEF) shall be defined as a cohesively designed element(s) to a subdivision, intended to create a unique, identifying entrance area. The SEF shall be located within a common open space area or landscape easement, adjacent to a street on the perimeter of the subdivision, and be composed of at least two of the following components: enclosed structures or gatehouse, wall/fence, landscaping, pedestrian gates, signs and associated decorative items such as lights and finials.

#### 502. Minimum Setback

SEF shall be setback a minimum of 15 feet from the curb of the perimeter arterial street. On a corner lot no structure, planting, sign, or object of natural growth which obstructs visibility shall be placed or permitted to remain within a triangle formed by connecting the three points which are the intersection of the extension of the adjacent rights-of-way and the points 50 feet from the intersection, along each right-of-way line. A structure, planting, sign or object of natural growth, excluding trees, between the heights of 24 inches to 96 inches shall be deemed as obstructing visibility. This measurement shall be made from the top-of-curb.

#### 503. Maximum Permitted Height

The maximum permitted height of a SEF is thirty-five feet above the surrounding grade, at a set back of 15 feet from the perimeter street right-of-way. A SEF height up to 35 feet is permitted, provided that the setback increases two feet for every one foot of SEF height over ten feet. An adjoining fence height of up to eight feet is permitted, provided that the fence is attached to the SEF and transitions to a height of six feet after a maximum linear span of 25 feet. Fence columns may exceed the actual fence height, provided there is a minimum distance between columns of six feet. Lights, finials and similar decorative appurtenances may extend above the top of the SEF.

#### 504. Landscaping

A minimum ten-foot wide landscape area shall be provided between the fence and sidewalk, or the street right-of-way if no sidewalk is required.

#### 505. Required Materials

SEF shall be substantially opaque, shall serve as visual barriers and shall be composed of masonry or a combination of natural stone, real stucco and masonry. Other elements such as wrought iron may be used in the fence composition but only as a secondary accent material.

#### ARTICLE VI. MULTIFAMILY, COMMERICAL, INSTITUTIONAL OR SUBDIVISION DEVELOPMENTS

Fences proposed for multifamily, commercial, institutional or subdivision developments must satisfy the requirements of the Mayor and Board of Aldermen and the intent of this article. Developers will be required through subdivision or project development contracts to erect certain fences for buffering purposes.

#### ARTICLE VII. CONFLICT WITH OTHER PROVISIONS

- **A.** This article is not intended to interfere with, abrogate or annul any other ordinance, rule or regulation, statute or other provision of law. Where any provision of this article imposes restrictions different from those imposed by any other provision of this article, or by any other ordinance, rule or regulation or the provision of law, whichever provisions are more restrictive or impose higher standards shall control.
- **B.** This article is not intended to abrogate any easement, covenant, or any other private agreement or restriction, provided that where the provisions of this article are more restrictive or imposes higher standards or regulations than such easement, covenant or other private agreement or restrictions, the requirements of this article shall govern.

#### **ARTICLE VIII. NONCONFORMING FENCES**

Any fence erected lawfully prior to the effective date of this ordinance, may be maintained in its present condition. However, no fence may be substantially altered except in conformity with the provisions of this article. This article shall not be construed as abating any action now pending under, or by virtue of, prior existing regulations, or as discontinuing, abating, modifying or altering any penalty accruing or about to accrue, or as affecting the liability of any person, or as waiving any right of the city under any section or provision existing on the effective date of this ordinance, or as vacating or annulling any rights obtained by any person by lawful action of the

city except as shall be expressly provided for in this article.

#### ARTICLE IX. ENFORCEMENT

#### 901. Enforcing Officer

It shall be the duty of the building official to administer and enforce the provisions of this article. The building official shall have the power to make inspections necessary to carry out his duties.

#### 902. Building Permits

- **A.** It shall be unlawful to commence the erection of a fence until the building official has issued a building permit for such work. Applications for fence permits will be available at city hall and the building and permits office.
- **B.** In applying to the building official for a fence permit, the applicant shall submit a dimensional sketch or scale plan indicating the shape, size, height and location on the lot of any fence to be erected, altered or moved and of any other buildings on the lot and all drainage from, onto or through the lot. If the proposed fence complies with the provisions of this article and other ordinances of the city, the building official shall issue a building permit for such activity. If the application is refused, the building official shall state the refusal in writing and the cause.

#### 903. Violation and Penalty

Any person violating any provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished as provided in Article X, § 1005. Each day's continuance of a violation shall be considered a separate offense. The owner of any premises, or part thereof, where anything in violation of this article shall be placed, or shall exist, and any person who may have knowingly assisted in the commission of any such violation, shall be guilty of a separate offense. Persons in violation of this article may also be subject to injunctive proceedings.

#### ARTICLE X. MAINTENANCE OF FENCES AND LANDSCAPING DOUBLE FRONTAGE LOTS

#### 1001. Fence Material; Condition

All such fences shall at all times be maintained and kept in good repair by the lot owner of such double frontage lot.

#### 1002. Grass, Shrubs, Trees; Condition; Height of Grass

All shrubs, trees and other landscaping located between the curb line or paved edge of the roadway and the property line on such double frontage lots and all grass or planted surfaces shall be maintained at all times by the subdivisions' home owners association. All grass, weeds and noxious growths shall be mowed, cut or clipped, as frequently as necessary to ensure that weeds, grass, and noxious growths do not exceed a height of nine inches. Cuttings and clippings and other debris shall not be allowed to accumulate. Mulch shall be replaced regularly in order to maintain a fresh appearance.

#### 1003. Maintenance of Shrubbery

All trees, shrubs, grasses and other landscaping as required by this article on double frontage lots shall be properly maintained to remain in a healthy growth state. Any dead growth shall be removed and replaced by such trees, shrubs, grasses and other landscaping as complies with this article and which is substantially identical with such previous landscaping material or with other landscaping material as approved by the Mayor and Board of Aldermen. All planting shall be irrigated and the irrigation system shall meet minimum industry standards for this type of installation.

#### 1004. Enforcement

It shall be the duty of the city code enforcement officer to administer and enforce the provisions of this article.

#### 1005. Penalty

Any person violating any provision of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than \$500.00. Each day's continuance of a violation shall be considered a separate offense. The owner of any premises, or a part thereof, where anything in violation of this article be placed, or shall exist, and any person who may have knowingly assisted in the commission of any such violation or shall have permitted such violation to occur shall be guilty of a separate offense. Persons in violation of this article shall also be subject to injunctive proceedings to enforce compliance therewith.

#### 1006. Conflict with Other Ordinances

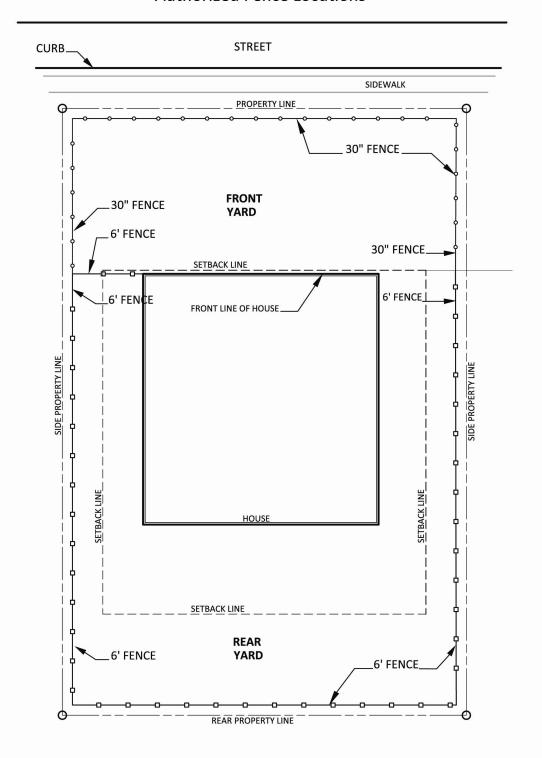
In case of conflict between other provisions of this article or between this article and any existing or future ordinance of the city, the most restrictive shall apply.

#### 1007. Nonconforming Fences and Landscaping

Any fences or landscaping on double frontage lots which do not conform to the provisions of this article, but which were erected or planted in compliance with previous articles shall be regarded as nonconforming fences and landscaping. The location, size, material and other structural characteristics of such nonconforming fences and landscaping shall be governed by the appropriate provisions of the City of Gluckstadt Zoning Ordinance. The maintenance standards and requirements imposed on such nonconforming fences and landscaping pursuant to previous articles applicable prior to the passage of this article may be continued for a period of one year from the passage of this article, provided such nonconforming fences and landscaping are not determined to be an imminent threat to the safety or health of the community. Any nonconforming fences or landscaping which are found to contain maintenance deficiencies in violation of this section shall be brought into compliance within one year from the passage of this article. If the owner of the lot on which such nonconforming fences or landscaping exists fails to correct such maintenance deficiencies within one year from the passage of this article, the city code enforcement officer shall cause such maintenance and corrective action to be taken with the costs and expenses to be assessed against the lot owner as a special assessment as provided in the foregoing sections of this article.

#### **INTERIOR LOT**

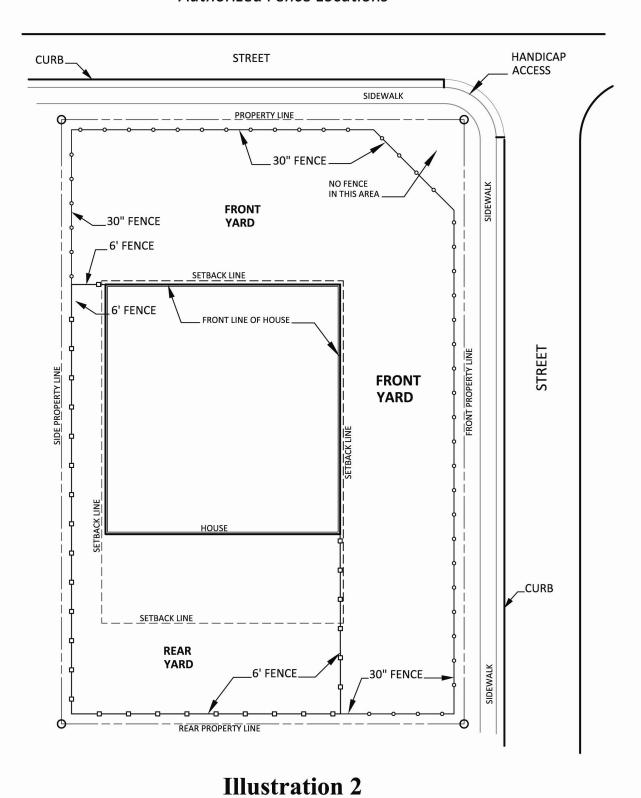
#### **Authorized Fence Locations**



**Illustration 1** 

#### **CORNER LOT**

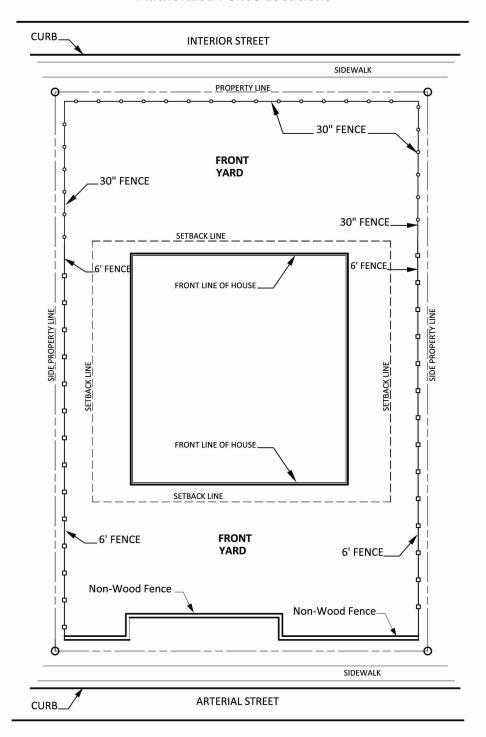
#### **Authorized Fence Locations**



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#### **DOUBLE FRONTAGE LOT**

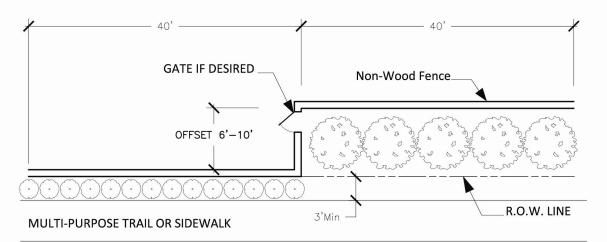
**Authorized Fence Locations** 



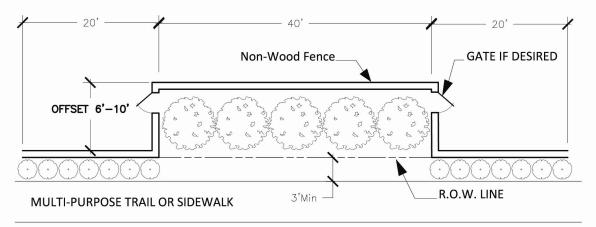
**Illustration 3** 

#### **DOUBLE FRONTAGE LOT FENCES**

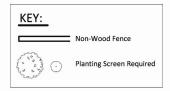
#### **Examples of Fence Locations and Configurations**



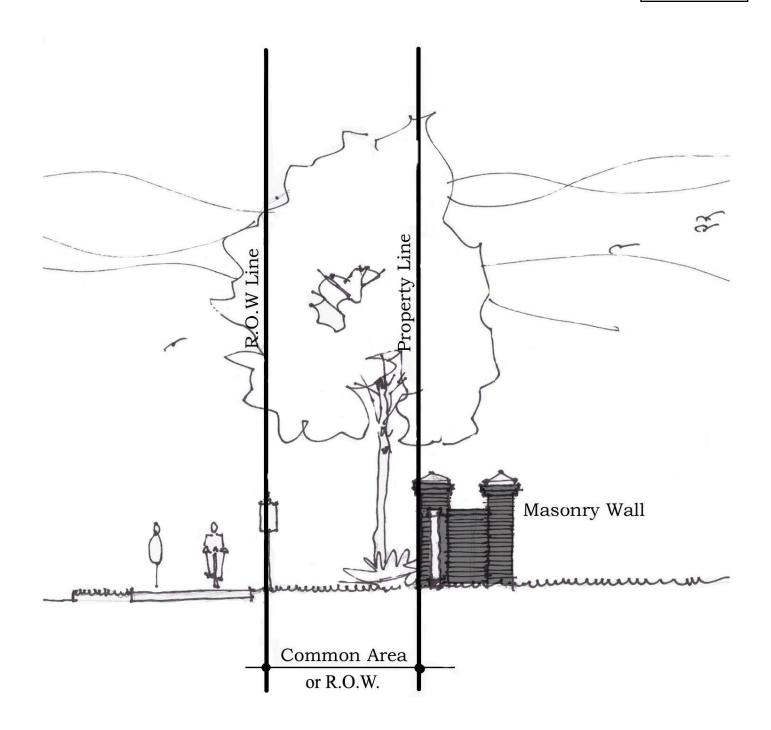
**Illustration 4A** 



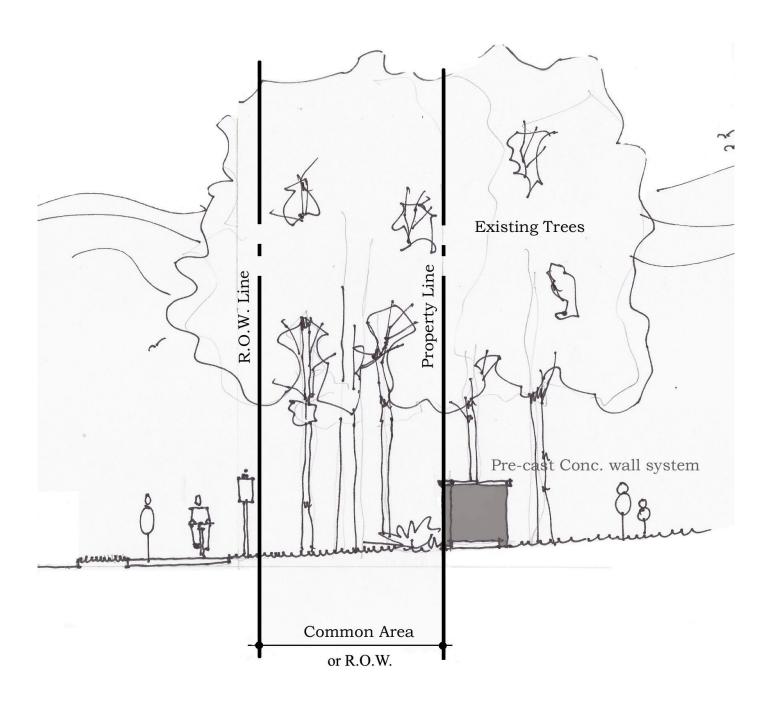
**Illustration 4B** 



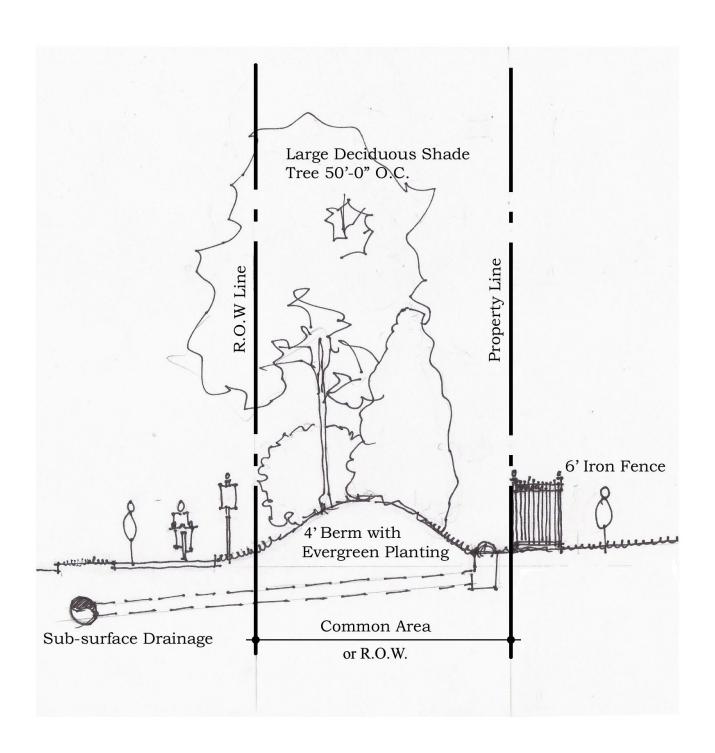
#### Illustrations 4A & 4B



#### **Illustration 5**



#### **Illustration 6**



#### Illustration 7

#### **ARTICLE XI: Adoption**

The regulations adopted herein shall take effect after publication and the passage of one (1) month following the adoption of this ordinance.

A MOTION			
bv	N to adopt the foregoing Ordinance and the forego	e was made by oing having been first reduced to v roll call vote with the following i	and SECONDED writing, was submitted
to the Board of Ald	lermen for passage or rejection on	roll call vote with the following i	results:
	Alderman Maya Warfield	voted:	_
	Alderman Jayce Powell	voted:	_
	Alderman Wesley Slay	voted:	_
	Alderman John Taylor	voted:	_
	Alderman Lisa Williams	voted:	_
	<u> </u>	CITY OF GLUCKSTADT, MIS	SSISSIPPI
	I	BY: WALTER MORRISON, MA	
ATTEST:			

# AN ORDINANCE REGULATING THE INSTALLATION OF GREASE INTERCEPTORS, THE CLEANING OF GREASE INTERCEPTORS, AND THE TRANSPORTATION AND DISPOSAL OF GREASE INTERCEPTOR WASTE IN THE CITY OF GLUCKSTADT, MADISON COUNTY, MISSISSIPPI

WHEREAS, it is the desire of the City of Gluckstadt, Madison County, Mississippi, to prevent commercial food cooking and serving operations from allowing grease waste to be deposited into the municipal sanitary sewer system, because of the potential for health hazards and the additional cost of cleaning and removal both to the City and its citizens, and

**WHEREAS**, the adoption of this Ordinance will facilitate proper inspection activities and regulate installation, cleaning, and waste transportation of grease interceptors in the City of Gluckstadt, Madison County, Mississippi, and benefit the public health, safety, and general welfare of the City and its citizens;

**NOW, THEREFORE, BE IT ORDAINED BY** the Mayor and Board of Aldermen of the City of Gluckstadt, Madison County, Mississippi, that the following ordinance be adopted:

#### **Section 1: Definitions**

Building Official shall mean the Building Official or a duly appointed representative.

**Clean** shall mean to remove the contents of the entire grease interceptor, scrape the walls, wash down the walls with high pressure water, and pump out the contents a second time.

Commercial Food Preparation shall mean, other than residential one- and two-family dwellings, townhouses, or multi-family occupancies, any operation engaged in preparing, cooking, or serving food or drinks which generates grease waste.

**Disposer** shall mean an enterprise that accepts grease waste for final disposal.

**City** shall mean the City of Gluckstadt, Mississippi.

**Generator** shall mean any operation engaged in commercial food preparation.

**Grease Interceptor** shall mean any device or fixture that is designed and installed to separate grease waste from a sanitary sewer discharge and hold said grease waste until it can be collected by a Grease Waste Hauler.

**Grease Waste** shall mean any waste which consists of free-floating fats, oils, or grease which, without a grease interceptor, would be deposited into the City sewer system.

Grease Waste Hauler shall mean any person registered with the City of Gluckstadt to collect,

transport and dispose of grease waste from generators in the City.

**Grease Waste Manifest** shall mean a document that shows a Grease Interceptor was cleaned. It shall contain the name of the Grease Waste Hauler, date and time of cleaning, name and location of the Disposer.

**Person** shall mean property owner, individual, heir, executor, administrator or assign, firm, partnership, or corporation, it's or their successors or assigns, or the agent of any of the aforesaid.

#### **Section 2: General Provisions**

- A. All commercial food preparation establishments in the City of Gluckstadt, Mississippi shall have, operate, and maintain a grease interceptor pursuant to the following:
  - i. All new and existing generators within the City of Gluckstadt, Mississippi opened after the effective date of the original Ordinance (, ) shall be required to install and maintain a grease interceptor pursuant to the International Plumbing Code, as amended and adopted by the City of Gluckstadt, before operations commence.
  - ii. All generators shall clean their grease interceptor at an interval necessary to prevent grease waste from entering the City of Gluckstadt sanitary sewer system. Under no circumstances shall this interval exceed every ninety (90) days.
  - iii. Cleaning of grease interceptors shall be performed by a Grease Waste Hauler registered with the City of Gluckstadt.
  - iv. After each cleaning, the Generator shall submit to the Building Official a copy of the Grease Waste Manifest, as given to them by the Grease Waste Hauler.

    And
    - further, an additional copy shall be retained at the Generator property, readily available, for inspection by the Building Official.
  - v. The Building Official of the City of Gluckstadt, Mississippi is hereby authorized to promulgate such rules, regulations, procedures, standards or criteria as are necessary to effectuate the intent of this Ordinance.

#### **Section 3: Notices and Orders**

A. **Notice to person responsible.** Whenever the Building Official, or his designee, determines that there has been a violation of this Ordinance, the Building Official, or his designee, shall contact the owner or property manager and explain the violation and acceptable remedies. If, after fourteen (14) days the violation is not corrected, the Building Official shall inform the property owner of the violation in the manner

prescribed in Section 4(B) and 4(C) of this Ordinance.

- B. **Form.** Such notice prescribed in Section 4(A) of this Ordinance shall be in accordance with all of the following:
  - i. Be in writing.
  - ii. Include a description of the real estate sufficient for identification.
  - iii. Include a statement of the violation or violations and why the notice is being issued.
  - iv. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the structure or system into compliance with the provisions of this Ordinance. For the purpose of this Ordinance, the term "a reasonable time to make the repairs and improvements" shall mean the following:
    - a. If the violation is not properly cleaning the grease interceptor, the person shall have four (4) days to have it properly cleaned; or
    - b. A reasonable amount of time to correct all other violations of this Ordinance as determined by the Building Official, or his designee.
  - v. Inform the property owner of the right to appeal.
- C. **Method of service.** Such notice shall be deemed to be properly served if a copy thereof is:
  - i. Delivered personally; or
  - ii. Sent by first-class mail or certified mail, or other similar means, addressed to the last known address of the person responsible for the violation; or
  - iii. Sent by email or text message, provided that communication and receipt of notice can be confirmed; or.
  - iv. Posted in a conspicuous place in or about the structure affected by such notice.
- D. **Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 5(D) of this Ordinance.
- E. **Transfer of ownership.** It shall be unlawful for the owner of any building or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the Building Official, or his designee, and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

#### **Section 4: Violations**

- A. Unlawful acts. It shall be unlawful for a person to be in conflict with or in violation of any of the provisions of this Ordinance.
- B. **Notice of Violation.** The Building Official, or his designee, shall serve a notice of violation or order in accordance with Section 4 of this Ordinance.
- C. **Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 4 of this Ordinance shall be deemed guilty of a misdemeanor or civil infraction as determined by the City of Gluckstadt, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the Building Official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Ordinance or of the order or direction made pursuant thereto.
- D. **Violation penalties.** Any person failing to comply with this Ordinance or any of the requirements thereof or otherwise violating this Ordinance or any of its provisions shall, after notice and a reasonable time to correct said violations, be subject to the following penalties:
  - i. The Building Official shall cause for the water service to be disconnected from the building or structure, and the Generator shall be responsible for any and all re-connection fees and procedures; or
  - ii. In such cases that The City of Gluckstadt determines that disconnecting the water service to a certain building or structure will cause a public hazard, the water service shall not be disconnected for a grease waste violation alone. In such instance, the person failing to comply with a notice of violation or order, served in accordance with Section 4 of this Ordinance, shall pay a fine not exceeding One Thousand Dollars (\$1,000) or imprisonment not exceeding 90

Days, or both, and each day thereafter that said Violation(s) remain uncorrected shall constitute a separate offense punishable by a separate fine not exceeding One Thousand Dollars (\$1,000) or imprisonment not exceeding 90 Days, or both, pursuant to Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other applicable statutes. For the purposes of this Ordinance, the term "a reasonable time to correct" shall be the same as included in the correction order required under Section 4(B)(iv) of this Ordinance. The City of Gluckstadt shall impose for said violation(s) all other penalties and have access to any other remedies available under the law to correct the conditions giving rise to the violation(s) of this Ordinance.

#### **Section 5: Means of Appeal**

- A. **Application for appeal.** Any person directly affected by a decision of the Building Official, or designee, or a notice or order issued under this Ordinance shall have the right to appeal to the Mayor and Board of Aldermen ("Board"), provided that a written application for appeal is filed within ten (10) days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of this Ordinance, or the rules legally adopted thereunder, have been incorrectly interpreted, the provisions of this Ordinance do not fully apply, or the requirements of this Ordinance are adequately satisfied by other means.
- B. **Open hearing.** All hearings before the Board shall be open to the public. The appellant, the appellant's representative, the Building Official or designee, and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than a simple majority of the Board membership.
  - i. **Procedure.** The Board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.
- C. **Postponed hearing.** When quorum is not present, the Hearing shall be automatically scheduled for the next regularly scheduled Board Meeting.
- D. **Board decision.** The Board shall modify or reverse the decision of the Building Official only by a concurring vote of a majority of the total number of Board members present.
  - i. **Records and copies.** The decision of the Board shall be recorded. Copies shall be furnished to the appellant and to the Building Official.
  - ii. **Administration.** The Building Official shall take immediate action in accordance with the decision of the Board.
- E. **Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law.
- F. **Stays of enforcement.** Appeals of notice and orders shall stay the enforcement of the notice and order until the appeal is heard by the Board.

#### **Section 6: Omission and Interchangeability**

A. **Omissions.** The omission of any specific use, dimension, word, phrase, or other provision from this Ordinance shall not be interpreted as permitting any variation from the general meaning or intent of this Ordinance, as commonly inferred or interpreted.

- Should the occasion arise as to such intent or meaning, the interpretation of the Building Official, or his designee, shall apply as provided in the provisions of this Ordinance.
- B. **Interchangeability.** Words within and associated with this Ordinance used in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular; the word "building" includes the word" structure"; the word "shall" is mandatory; the word "may" is permissive.

#### **Section 7: Severability**

A. **Severability.** It is hereby declared to be the intention that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such ruling shall not affect the validity of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

#### **Section 8: Conflicts**

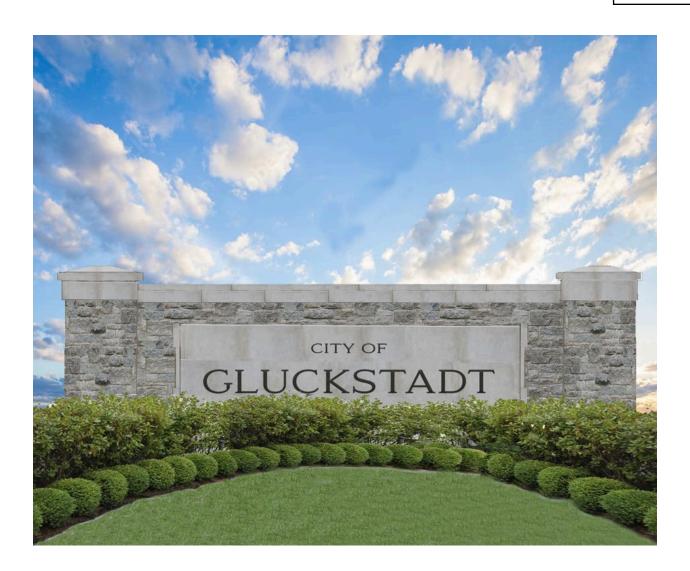
A. Federal and State agencies. The provisions of this Ordinance shall not be held to deprive any Federal or State agency of any power or authority which it had on the effective date of the adoption of this Ordinance or any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

#### **Section 9: Effective Date of Ordinance**

This ordinance shall take effect and be in force one (1) month from and after its passage.

## **Section 10: Adoption**

t, Madison County, Miss	<b>ROVED</b> by the Mayor and Board of aldermen of ssippi at a regular meeting thereof held on
day of	2023.
and the	linance was made by and foregoing having been first reduced to writing, assage or rejection on roll call vote with the
nan Maya Warfield	voted:
nan Jayce Powell	voted:
nan Wesley Slay	voted:
nan John Taylor	voted:
nan Lisa Williams	voted:
	CITY OF GLUCKSTADT, MISSISSIPPI
	BY: WALTER MORRISON, MAYOR
M. CITY CLEDV	
	tt, Madison County, Missi day of o adopt the foregoing Ord and the





### MISSISSIPPI OFFICE OF THE CITY CLERK

#### **MEMORANDUM**

TO: Mayor & Board of Alderman

FROM: Lindsay Kellum, City Clerk

**DATE:** August 09, 2023

**SUBJECT:** General Update, City Administration

The City Clerk will provide a brief update on the below city administration matters.

#### Items:

- Finance & Budget
- Accounts Payable
- Fixed Assets
- Software Implementation
- Training & Education
- Human Resources and Payroll
- Communications and Website
- Public Records Requests
- Events & Chamber of Commerce
- Mayor's Youth Council



## **CITY OF GLUCKSTADT**

## MISSISSIPPI OFFICE OF THE CITY CLERK

#### **MEMORANDUM**

**TO:** Mayor & Board of Alderman

FROM: Scott Maugh, Deputy City Clerk

**DATE:** 08/02/2023

**SUBJECT:** Privilege & Transient Vendor License Report (Monthly Update)

From July 1, 2023, to July 31, 2023, the City of Gluckstadt processed thirty-five (35) Regular Privilege Licenses.

The amount of fees collected in 2023 to date is as follows:

Privilege: \$20,924.15 Transient: \$250.00 ========= DISTRIBUTION ===========

Section 8, Item B)

ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
VADA INC.	7/18/2023	00053	Payment	33.00-	.00	.00	.00	33.00-
BEN NELSON GOLF & U	7/07/2023	00049	Payment	1,840.00-	.00	.00	.00	1,840.00-
STORAGE DEPOT, LLC	7/07/2023	00049	Payment	20.00-	.00	.00	.00	20.00-
MADISON AESTHETIC &	7/11/2023	00056	Payment	20.00-	.00	.00	.00	20.00-
FUTURE LABS, LLC	7/10/2023	00050	Payment	30.00-	.00	.00	.00	30.00-
STANTEC CONSULTING	7/07/2023	00049	Payment	20.00-	.00	.00	.00	20.00-
DELOACH FAMILY CLIN	7/18/2023	00053	Payment	20.00-	.00	.00	.00	20.00-
PUCKETT RENTS	7/18/2023	00053	Payment	1,200.00-	.00	.00	.00	1,200.00-
SS MEDICAL, INC.	7/07/2023	00049	Payment	20.00-	.00	.00	.00	20.00-
CALLWAY'S YARD & GA			Payment	560.00-	.00	.00	.00	560.00-
	7/12/2023	00052	Payment	10.00-	.00	.00	.00	10.00-
MAGNOLIA CONCESSION	7/21/2023	00057	Payment	20.00-	.00	.00	.00	20.00-
GLUCKSTADT BODY SHO	7/25/2023	00058	Payment	30.00-	.00	.00	.00	30.00-
CUSTOMIZED MASSAGE	7/12/2023	00052	Payment	20.00-	.00	.00	.00	20.00-
BARNETT'S BODY SHOP	7/19/2023	00054	Payment	95.00-	.00	.00	.00	95.00-
KEBAB & CURRY	7/12/2023	00052	Payment	40.00-	.00	.00	.00	40.00-
HARTLEY EQUIPMENT C	7/21/2023	00057	Payment	1,840.00-	.00	.00	.00	1,840.00-
G&W MARKETING, INC.	7/07/2023	00049	Payment	20.00-	.00	.00	.00	20.00-
TOP KNOT AND TAILS	7/26/2023	00059	Payment	20.00-	.00	.00	.00	20.00-
HANGING MOSS PLUMBI	7/07/2023	00049	Payment	20.00-	.00	.00	.00	20.00-
AMERICAN FIELD SERV	7/17/2023	00051	Payment	152.00-	.00	.00	.00	152.00-
AMTECK SPRINKER, LL	7/07/2023	00049	Payment	800.00-	.00	.00	.00	800.00-
BRYAN TIRES SERVICE	7/05/2023	00048	Payment	25.00-	.00	.00	.00	25.00-
TENDER TRANSITIONS,	7/05/2023	00048	Payment	20.00-	.00	.00	.00	20.00-
VIGILANT HEALTH	7/05/2023	00048	Payment	24.40-	.00	.00	.00	24.40-
	VADA INC.  BEN NELSON GOLF & U  STORAGE DEPOT, LLC  MADISON AESTHETIC &  FUTURE LABS, LLC  STANTEC CONSULTING  DELOACH FAMILY CLIN  PUCKETT RENTS  SS MEDICAL, INC.  CALLWAY'S YARD & GA  MAGNOLIA CONCESSION  GLUCKSTADT BODY SHOP  KEBAB & CURRY  HARTLEY EQUIPMENT C  G&W MARKETING, INC.  TOP KNOT AND TAILS  HANGING MOSS PLUMBI  AMERICAN FIELD SERV  AMTECK SPRINKER, LL  BRYAN TIRES SERVICE	VADA INC. 7/18/2023 BEN NELSON GOLF & U 7/07/2023 STORAGE DEPOT, LLC 7/07/2023 MADISON AESTHETIC & 7/11/2023 FUTURE LABS, LLC 7/10/2023 DELOACH FAMILY CLIN 7/18/2023 PUCKETT RENTS 7/18/2023 SS MEDICAL, INC. 7/07/2023 CALLWAY'S YARD & GA 7/12/2023 MAGNOLIA CONCESSION 7/21/2023 GLUCKSTADT BODY SHO 7/25/2023 CUSTOMIZED MASSAGE 7/12/2023 BARNETT'S BODY SHOP 7/19/2023 KEBAB & CURRY 7/12/2023 HARTLEY EQUIPMENT C 7/21/2023 TOP KNOT AND TAILS 7/26/2023 AMERICAN FIELD SERV 7/17/2023 BRYAN TIRES SERVICE 7/05/2023	VADA INC. 7/18/2023 00053  BEN NELSON GOLF & U 7/07/2023 00049  STORAGE DEPOT, LLC 7/07/2023 00049  MADISON AESTHETIC & 7/11/2023 00056  FUTURE LABS, LLC 7/10/2023 00050  STANTEC CONSULTING 7/07/2023 00049  DELOACH FAMILY CLIN 7/18/2023 00053  PUCKETT RENTS 7/18/2023 00053  SS MEDICAL, INC. 7/07/2023 00049  CALLWAY'S YARD & GA 7/12/2023 00052  MAGNOLIA CONCESSION 7/21/2023 00057  GLUCKSTADT BODY SHO 7/25/2023 00058  CUSTOMIZED MASSAGE 7/12/2023 00052  BARNETT'S BODY SHOP 7/19/2023 00054  KEBAB & CURRY 7/12/2023 00055  HARTLEY EQUIPMENT C 7/21/2023 00057  G&W MARKETING, INC. 7/07/2023 00049  TOP KNOT AND TAILS 7/26/2023 00059  HANGING MOSS PLUMBI 7/07/2023 00049  AMERICAN FIELD SERV 7/17/2023 00049  BRYAN TIRES SERVICE 7/05/2023 00048  TENDER TRANSITIONS, 7/05/2023 00048	VADA INC. 7/18/2023 00053 Payment  BEN NELSON GOLF & U 7/07/2023 00049 Payment  STORAGE DEPOT, LLC 7/07/2023 00049 Payment  MADISON AESTHETIC & 7/11/2023 00056 Payment  FUTURE LABS, LLC 7/10/2023 00050 Payment  STANTEC CONSULTING 7/07/2023 00049 Payment  DELOACH FAMILY CLIN 7/18/2023 00053 Payment  PUCKETT RENTS 7/18/2023 00053 Payment  SS MEDICAL, INC. 7/07/2023 00049 Payment  CALLWAY'S YARD & GA 7/12/2023 00052 Payment  MAGNOLIA CONCESSION 7/21/2023 00052 Payment  GLUCKSTADT BODY SHO 7/25/2023 00057 Payment  CUSTOMIZED MASSAGE 7/12/2023 00052 Payment  BARNETT'S BODY SHOP 7/19/2023 00052 Payment  KEBAB & CURRY 7/12/2023 00052 Payment  HARTLEY EQUIPMENT C 7/21/2023 00054 Payment  HARTLEY EQUIPMENT C 7/21/2023 00057 Payment  TOP KNOT AND TAILS 7/26/2023 00057 Payment  TOP KNOT AND TAILS 7/26/2023 00059 Payment  HANGING MOSS PLUMBI 7/07/2023 00049 Payment  AMERICAN FIELD SERV 7/17/2023 00051 Payment  AMERICAN FIELD SERV 7/17/2023 00049 Payment  BRYAN TIRES SERVICE 7/05/2023 00048 Payment  TENDER TRANSITIONS, 7/05/2023 00048 Payment	VADA INC. 7/18/2023 00053 Payment 33.00- BEN NELSON GOLF & U 7/07/2023 00049 Payment 1,840.00- STORAGE DEPOT, LLC 7/07/2023 00049 Payment 20.00- MADISON AESTHETIC & 7/11/2023 00056 Payment 20.00- FUTURE LABS, LLC 7/10/2023 00050 Payment 30.00- STANTEC CONSULTING 7/07/2023 00049 Payment 20.00- DELOACH FAMILY CLIN 7/18/2023 00053 Payment 20.00- PUCKETT RENTS 7/18/2023 00053 Payment 1,200.00- SS MEDICAL, INC. 7/07/2023 00049 Payment 20.00- CALLWAY'S YARD & GA 7/12/2023 00052 Payment 560.00- TALLWAY'S YARD & GA 7/12/2023 00052 Payment 10.00- 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7/18/2023 00053 Payment 33.0000 .00 .00 .00 .00 .00 .00 .00 .00

Section 8, Item B)

					=========	===== DISTRIBU	JTION =====	========	
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000192	PRIORITY ONE BANK	7/05/2023	00048	Payment	30.00-	.00	.00	.00	30.00-
0000193	REPEAT PERFORMANCE	7/05/2023	00048	Payment	24.40-	.00	.00	.00	24.40-
0000194	MADISON COUNTY SPOR	7/07/2023	00049	Payment	488.00-	.00	.00	.00	488.00-
0000195	CENTRAL TOWER COMMU	7/07/2023	00049	Payment	22.60-	.00	.00	.00	22.60-
0000196	GREEN STEEL MANUFAC	7/07/2023	00049	Payment	58.56-	.00	.00	.00	58.56-
0000197	SGAK LLC	7/07/2023	00049	Payment	186.05-	.00	.00	.00	186.05-
0000198	ACE BOLT & SCREW CO	7/07/2023 7/07/2023		Payment Payment	202.40- 920.00-	.00	.00	.00	202.40- 920.00-
0000199	STADT NUTRITION	7/10/2023	00050	Payment	24.60-	.00	.00	.00	24.60-
0000200	BRANDON SERVICE COM	7/12/2023	00052	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000201	SHOOTERS INTERNATIO	7/26/2023	00059	Payment	23.80-	.00	.00	.00	23.80-
0000202	NEW SOUTH ACCESS &	7/31/2023	00060	Payment	46.74-	.00	.00	.00	46.74-
4									

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			==========	===== DISTRIBUTION	ON ======		
FEE CODE	TYPE	COUNT	FEE	PENALTY	TAX	INTEREST	TOTAL
AMUSEMENT	Payment	1	45.00CR	0.00	0.00	0.00	45.00CR
BEER FLAT	Payment	2	30.00CR	0.00	0.00	0.00	30.00CR
MANF	Payment	1	23.80CR	0.00	0.00	0.00	23.80CR
MANOVER11	Payment	1	58.56CR	0.00	0.00	0.00	58.56CR
Over11	Payment	3	257.74CR	0.00	0.00	0.00	257.74CR
POSTAGE	Payment	3	6.00CR	0.00	0.00	0.00	6.00CR
Schdl-A	Payment	18	9,961.05CR	0.00	0.00	0.00	9,961.05CR
Schdl-B	Payment	14	334.40CR	0.00	0.00	0.00	334.40CR
VEHICLES	Payment	1	10.00CR	0.00	0.00	0.00	10.00CR
VENDING	Payment	2	40.00CR	0.00	0.00	0.00	40.00CR

GRAND TOTAL FOR PERIOD

10,766.55CR

TYPE COUNT FEE PENALTY INTEREST TOTAL TAX 10,766.55CR 10,766.55CR 0.00 0.00 0.00 Payment 37 TOTAL FOR PERIOD 37 10,766.55CR

08-02-2023 10:07 AM PAGE: 4 MONTHLY TRANSACTION REPORT

SELECTION CRITERIA

REPORT OPTIONS:

LICENSE RANGE: THRU ZZZZZZZZZ PACKET RANGE: 0 THRU 99999 TRANSACTION RANGE: 7/01/2023 THRU 7/31/2023

LICENSE STATUS: All All LICENSE CODE: FEE CODE: All

PRINT OPTIONS:

PRINT TOTALS ONLY: NO

TRANSACTION TYPE OPTIONS:

ALL: YES PAYMENT: YES REFUND CHECK: YES REVERSE PAYMENT: YES REVERSE REFUND: YES

ADJUSTMENT OPTIONS:

ADJUSTMENT CODE: ALL

\*\*\* END OF REPORT \*\*\*

Section 8, Item B)

### CITY OF GLUCKSTADT PURCHASING POLICY

#### **Mission Statement**

The purpose of this Purchasing Policy is to ensure that sound business judgment is utilized in all purchase transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable executive orders and state law and to ensure that all purchasing transactions will be conducted in a manner that provides full and open competition. Upon all things being equal, purchases are to be made within the City of Gluckstadt. It is the desire of the City of Gluckstadt to secure the best commodity and/or service at the best price for the tax dollar.

#### **Methods of Purchasing**

Purchase procedures are relatively simple that are sound and appropriate for the procurement of services, supplies, or other property:

- 1. **Purchase Request** A purchase request under the amount of \$500.00 to be approved and signed by the Department Head.
- 2. **Purchase Order** A purchase order over \$500.01 to \$4,999.99 is to be approved by the Department Head and the Purchasing Clerk.
- 3. **Board Approval** Any purchase over \$5,000, including but not limited to commodities, equipment, membership fees, travel expenses, subscriptions, or contracts must be signed off on by the Department Head, submitted to the Purchasing Clerk, and put on the agenda for prior authorization by the Board, before a purchase order may be issued.
- 4. **Exceptions** Any item <u>specifically listed</u> in the Budget only requires a Purchase Order approved by the Department Head and Purchasing Clerk.

A Purchase Order is a legal and binding agreement between the vendor and the City. If the Purchase Order does not agree with vendor records, it is the responsibility of the vendor to contact the City to have the order rescinded before delivery is attempted.

#### **Bid Process**

For purchases less than \$5,000 excluding freight or shipping charges, may be made without advertising or otherwise requesting competitive bids. "Comparative" buying practices should always be followed when goods and services are sought to be purchased.

For purchases \$5,000 to \$74,999.99 excluding freight and shipping charges may be made from the lowest and best bidder without publishing or posting advertisement for bid, provided at least two (2) competitive written bids have been obtained. The Department Head will review the bids and provide a recommendation to be submitted to the Purchasing Clerk. The Purchasing Clerk will then place the

bids (or quotes) received and the Department Head's recommendation on the agenda for approval by the Board prior to issuing a formal purchase order; board action will be recorded in the official minutes. The term "competitive written bid" shall mean a bid submitted to the buying agency or governing authority and signed by authorized personnel representing the vendor, "Competitive" shall mean that the bids are developed based upon comparable identification of the needs and are developed independently and without knowledge of other bids or prospective bids. Bids may be submitted by facsimile, electronic mail, hand delivered or regular mail.

For purchases over \$75,000 excluding freight and shipping charges, all official bid notices will appear in the Madison County Journal, the City's current legal publication vendor. Items placed for bid are listed in the classified section of the newspaper. The bid notice shall appear at least once each week for two (2) consecutive weeks with the bid opening not less than seven (7) working days from the last publication. For construction projects the bids shall not be opened in less that fifteen (15) working days after the last notice is published. The invitation to bid will state where the bid should be turned in and the bid opening time, date and place. Once the lowest and best bid has been decided upon the documentation will be placed on the agenda for approval by the Board and recorded in the official minutes

#### SPECIAL CIRCUMSTANCES

#### **Emergency Purchase Procedure** Reference Sec. 31-7-1 (f)

If the governing Board or the executive head of the City shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City, then the provisions herein for competitive bidding shall not apply and the Department Head shall be authorized to make the purchase or repair. Total purchases so made shall only be for the purpose of meeting needs created by the emergency situation. In the event the Department Head is responsible to the Board, at the meeting next following the emergency purchase, documentation by way of a Special Circumstances Approval Form to be presented to the Board and shall be place on the minutes of the Board of the City.

#### **Sole Source** Reference Sec. 31-7-13(m)(viii)

Noncompetitive items available from one (1) source only. In the connection with the purchase of noncompetitive items only available from one (1) source, the Department Head is responsible to submit a Special Circumstances Approval Form to the Board for approval and shall be placed on the minutes of the Board of the City.

#### Optional Use Authority Without Bidding Reference Sec. 31-7-13(m)(i)

The purchase of commodities approved by the Department of Finance and Administration from the state contract vendor, or from any source offering the identical commodity, at a price not exceeding the state contract price established for such commodity, can be made without obtaining or advertising for competitive bids. A Special Circumstances Approval Form is to be presented to the Board for approval and shall be placed in the minutes of the Board of the City.

#### **Purchase Law Violation**

No contract or purchase as herein authorized shall be made for the purpose of circumventing the provisions of Miss. Code Ann. Sec. 31-7-13. It shall not be lawful for any person or concern to submit individual invoices for the amounts within those authorized for a contract or purchase where the actual value of the contract of commodity purchased exceeds the authorized amount.

Purchasing Practices not listed in the Purchasing Policy will be in accordance with Miss. Code Ann. Section 31-7-13.

#### **Mission Statement**

The purpose of this Travel Policy is to outline general policies and procedures to allow reasonable guidance for travelers and administrators.

It is up to the Department Head to determine if the potential benefits of the Conference/Trip justify the time and expense involved after considering cost-effective alternatives, such as video or teleconferencing.

An employee traveling on official city business is expected to exercise the same care incurring expenses as would a prudent person traveling for personal reasons. Travel for business should be conducted at a minimum cost for achieving the success of the mission. Travelers shall request air, train, bus, hotel, and vehicle rental reservations as far in advance as possible and shall utilize the lowest logical rate available.

Whether by public transportation, privately-owned vehicle or city-owned vehicle, reimbursement shall be made for the most direct practical route. The least expensive method of transportation shall be used.

Travel Advances under MS Code 25-3-41 the Municipality has the authority to provide travel advances that can only be used for travel related purposes, under special circumstances. This money may not be used for personal expenses or for any purpose other than the actual expenses listed on the Estimated Travel Advance Form and has been approved prior to the trip, for authorized travel. Any travel advance money not used for travel related expenses is repaid to the municipality by the traveler upon return from the trip.

An Estimated Travel Advance Form must be filled out for each individual traveling.

**Account for Travel Advances** all employees must fill out a City of Gluckstadt Travel Voucher within five (5) working days after returning to work. This is to be done regardless of whether money is owed back to the city or not.

- A. All travel advance money not used for travel related expenses is repaid to the municipality.
- B. The Travel Voucher is completed and submitted. This form should account for all money not refunded
- C. Actual receipts are provided for all travel expenses.

**In-State/Out-Of-State Conferences** requires an Estimated Travel Expense Form to be completed and approved by the Department Head. Then the Estimated Travel Expense Form is to be placed on the agenda for approval by the Board of Alderman and recorded in the official minutes. This must be done before an employee attends any convention, association, or meeting in order for expenses to be reimbursed.

For the Mayor and Aldermen attendance at Conferences/Meetings held within the "Greater Jackson Metropolitan Area" will be preapproved for "Registration Fees" ONLY. The "Greater Jackson Metropolitan Area" will include the municipalities of Jackson, Brandon, Clinton, Florence, Flowood, Madison, Pearl, Raymond, Richland, Ridgeland, and Terry. No meals or mileage will be authorized for reimbursement.

### CITY OF GLUCKSTADT TRAVEL POLICY

**City-Owned Vehicle** A City of Gluckstadt vehicle shall always be used for official city business travel. Documentation is required if a city vehicle is unavailable. Actual operating expenses incurred in the use of city-owned vehicle for official travel will be reimbursed on presentation of receipts for gasoline and oil. No mileage reimbursement shall be made for city-owned vehicle use.

#### Private Vehicle

Reimbursement for the use of a personal vehicle for official city business travel is based on actual miles traveled and will be at the rate that the City of Gluckstadt officials have adopted. The current mileage reimbursement rate is found on the DFA travel website, and the city will follow the most up to date state rate (as of travel voucher submission). When two or more employees travel in one private vehicle, only one travel expense at the authorized reimbursement rate per mile shall be allowed. The person claiming reimbursement shall report the names of other city employee passengers.

#### **Conference Hotels**

When hotel rooms are blocked for a conference, seminar, etc., and a special discounted hotel rate provided, the employee should go directly to the hotel to obtain lodging. The employee has the responsibility to find out if prepayment and tax exemption is available. If available, the necessary information (address and any other requirement) needs to be listed on the Estimated Travel Advance Form.

As of 8/1/2023, an agency travel card may be available to prepay for flights or hotel accommodations in advance only. The travel card is not authorized for any expenses outside of the above.

#### **General Lodging Information**

Primary responsibility for the reasonableness of amounts charged rests with the Department Head or his designee. "Government rates" must always be requested by all travelers and the rate confirmed both at the time reservations are made and at check-in. If lodging is within the state of Mississippi, "state rates" should be asked for rather than "government rates." Since hotels charge for unkempt reservations, changes in travel plans must be communicated to the hotel as soon as possible. These charges will **not be reimbursed** if the traveler has been negligent in canceling reservations, or if the change is due to a personal decision after the deadline for cancellations. \*\*Exceptions may be made for emergencies beyond the employee's control. For non-conference hotel stays, if the hotel rate given is higher than the published state rate, a second quote from another hotel is required.

#### **Conference Meals**

Meals shall not be claimed as a separate item of expense on the Estimated Travel Advance Form when included in the conference registration fee. If special circumstances exist, for example, a food allergy prohibiting one from eating the meal provided, an exception will be made if noted by the employee and signed by the Department Head and reimbursement will be provided for that meal. Fees charged for attending the official meetings of a convention or seminar where the meeting includes a meal which causes the employee to exceed the daily maximum meal allowance will be reimbursed if supported by a receipt from convention officials. The meal reimbursement rate shall be paid at the rate for the conference city location.

\*Alcoholic beverages are not reimbursable.

#### **General Meal Information**

### CITY OF GLUCKSTADT TRAVEL POLICY

Employees of the City of Gluckstadt shall be reimbursed the actual cost of meals as noted on itemized receipts incident to official travel. Total travel meal receipts shall not exceed the total meal reimbursement allocated for the number of travel days according to the maximums for the specific location of assignment. The amount allowed for individual meals when traveling within the continental United States (including Alaska) shall not exceed the maximum reimbursement rate listed at <a href="https://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/travel/">https://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/travel/</a>. Meal allowances do not carry over to the next day of travel.

Meal tips should be included in the actual meal expense unless the inclusion of the tips would cause the meals to exceed the maximum daily limitations placed on meals by the Department of Finance and Administration. If the daily limitation would be exceeded, the employee is allowed to record meal tips for each day under other authorized business expenses. Total meal tips shall not exceed 20% of the maximum daily meal reimbursement.

Note: meal reimbursements are only eligible for reimbursement if overnight travel is required; meals for same day travel will not be reimbursed. If meals are paid for in cash and no receipt is submitted with travel voucher to the finance department, no reimbursement will be paid to traveler. Additionally, in limited circumstances, the finance department may accept other forms of documentation such as a credit card statement, bank statement or some similar form of documentation showing proof of qualified meal purchase.

#### Phone Charges, Postage, and Other Expenses

Phone calls, postage, and other expenses included in the "other authorized expenses" section must be described by the employee that they are for valid business expenses. The employee's signature on the Travel Voucher qualifies as certification. Phone calls itemized on a hotel bill should be circled and indication made if they were for business or deducted and not claimed if they were personal calls. Calls home are considered personal expenses and are not reimbursable. Calls to the office to check voice mail are reimbursable.

#### Taxi Fares & Ride Share

Fares for taxis, ride share, or airport transportation services are to be listed under "other expenses". If the cost is in excess of \$10.00 it is required that the receipt for that service to be the attached to the Travel Voucher. The city does not reimburse taxi fares for **optional** travel to/from restaurants.

#### Miscellaneous Charges

#### A. Baggage Handling

Reasonable charges will be allowed without receipt. Reasonable is usually defined as \$1 per bag for each level of handling.

Airport Counter: Charges for baggage at check-in may vary per airline. These charges are allowable and will be reimbursed. A receipt is required for charges in excess of \$10.00.

#### B. Hotel/Airport Parking

For charges in excess of \$10.00/day, receipts are required.

Valet: The average tip for valet parking is \$2.00. The city does not reimburse for any other valet services except at a hotel.

Travel Practices not listed in the Travel Policy will be in accordance with current MS Department of Finance & Administration, State Travel Policy Rules & Regulations.

CITY OF GLUCKSTADT TRAVEL POLICY

Section 8, Item D)

Employee Construe	Data
Employee Signature	Date

# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI TO ESTABLISH A POLICY REGARDING CREDIT CARD USAGE

WHEREAS, the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi recognize that the use of credit cards is a customary and economical business practice to improve cash management, reduce costs and increase efficiency.

WHEREAS, the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi also recognize credit cards to be an appropriate and useful means of making payment for a variety of types of purchases; some examples may include travel expenses, departmental supplies, subscriptions, online purchases, and recurring vendor payments where appropriate; and,

WHEREAS, the City of Gluckstadt is authorized to use credit cards as set forth in Miss. Code Ann. § 21-39-27.

WHEREAS, it is necessary for the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi to establish a policy and guidelines to provide for the use and carefully regulate the circumstances where the credit cards may be used.

WHEREAS, the Mayor and Board of Aldermen of the City of Gluckstadt hereby establishes and adopts a city credit card policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI as follows, to-wit:

#### Credit card policy and procedures.

- 1. Purpose. To authorize the city's policy on use of the city credit card to transact official city business.
- 2. Policy. The Board of Aldermen have authorized the City Clerk to implement procedures for the use of the city credit card for the following uses:
  - a. Travel. The travel credit card may be used by city employees for purchase of airline tickets, or hotel reservations, for the purpose of official city business. In addition, the assigned individual may use the city credit card for conference and class registration. Out-of-state travel and out-of-state registrations require prior authorization from the Mayor or City Clerk.
  - b. Purchases. The purchasing and/or procurement credit card may be used for ordering supplies and/or equipment, including online purchases, should the purchase be emergent in nature or if the vendor does not accept a purchase order (i.e., online vendors such as Amazon).

- 3. Procedures. City credit cards will be kept by the City Clerk for limited use for city purchases related to procurement and travel. City employees wishing to use the city credit card for purchasing must make a request in writing to the City Clerk, providing the name of the vendor, the estimated amount of the purchase, a description of the purchase being made, and whether the purchase is emergent in nature, and other information needed to make the purchase. City employees must sign the Credit Card User Agreement, attached to this policy as Exhibit A, prior to making purchases. The City Clerk will keep a log of such purchases. Employees may be held personally liable for any purchases appearing on the credit card bill which do not appear on the credit card log. All credit card charges must be properly accounted for and paid in full monthly on the claims docket.
- 4. Card Limits. Credit card limits shall not exceed \$10,000.
- 5. Ensure Proper Use. The City Clerk will ensure that all cards are used in accordance with this policy. Any misuse will be immediately reported to the City Clerk and brought to the attention of the Mayor and Board of Aldermen. If an employee is found to have misused a city credit card in violation of the city's policies, the use of city credit cards will be immediately suspended by the City Clerk.
  - a. Credit cards may not be used for cash advances.
  - b. Credit cards may not be used for personal purchases.
  - c. Any charges that cannot be properly identified or which are not in compliance with city or state policies or regulations shall be paid immediately by the user of the card by cash, check, or payroll deduction.
  - d. City credit cards may not be used to purchase services (i.e., consultant fees, window washing, temporary help, etc.).
  - e. Credit cards may not be used to pay other invoices or statements.
- 6. Receipts/Verification. Employees authorized to use city credit cards are responsible for providing, as necessary, documentation required by the City Clerk's Office to process payment on a timely basis.
  - a. Employee will submit credit card receipts no later than five (5) business days after the purchase date.
  - b. Employee will submit delivery receipts no later than two business days after the merchandise is received.
  - c. Employee will document Internet purchases, by printing out the purchase confirmation page from the vendor's website.
  - d. Employee will document catalog or phone purchases by signing a copy of the page the item was ordered from (i.e., catalog page, brochure, flyer etc.).
  - e. If interest or late fees are incurred as a result of an employee's failure to submit necessary documentation in a timely manner, the employee will be held responsible for payment of those fees, and payment may be withheld from the employee's pay, and further use of city credit cards may be suspended, at the discretion of the Mayor or City Clerk

- 7. Any exceptions to this policy must be approved by the Mayor or the City Clerk in advance.
- 8. The Mayor or City Clerk will immediately disallow use of the city credit card by any employee for violation or misuse of the credit card in accordance with this policy.
- 9. The City Clerk is responsible for the administration of the cards, including but not limited to, selection of card provider; payment of credit card bills, which shall be paid in full monthly; managing the issuance of the cards; and ensuring proper use.

SO RESOLVED THIS THE day	of, 2023.
	CITY OF GLUCKSTADT, MISSISSIPPI
	BY: WALTER C. MORRISON, IV MAYOR
ATTEST	
LINDSAY KELLUM CITY CLERK	

## **Credit Card User Agreement**

I,, as an employee of the City of Gluckstadt, Mississippi, accept
personal responsibility for the safeguard and proper use of city credit card #,
which has been assigned to me for use in the performance of my job, in accordance with the terms
in the policy.
I have read and understand the credit card policies and procedures Initial
I understand the Mayor or City Clerk will disallow my use of the city credit card for violation or misuse of the credit card and/or credit card policies and procedures.
I understand that each time I use, or authorize the use thereof, that I am adhering to the following statement: "I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenditures incurred by me and that no payment had been received by me on account thereof."
I understand that I will be held personally liable for any inappropriate charges I incur to the city credit card, and payment for any such inappropriate charges is hereby authorized to be withheld from my paycheck.
The undersigned individual had read and understands the above statement.
Date:
DAIE



## MISSISSIPPI MUNICIPAL COURT

#### **MEMORANDUM**

TO: Mayor & Board of Alderman

FROM: Stephanie Gerlach, Court Clerk

**DATE:** 07/28/2028

**SUBJECT:** General updates about Court

Updates regarding court services



### **CITY OF GLUCKSTADT**

## MISSISSIPPI PLANNING AND ZONING ADMINISTRATOR

#### **MEMORANDUM**

**TO:** Mayor & Board of Alderman

FROM: John M. McCollum, Planning and Zoning Administrator

**DATE:** 07/23/2023

SUBJECT: July 25th, 2023 Planning and Zoning Board Meeting

The Planning and Zoning Board met at its regularly scheduled meeting on July 25<sup>th</sup>, 2023, at 6:00PM at the Gluckstadt City Hall and took the following actions:

- 1. The Planning and Zoning Board approved the Recommendation of Approval of the Blurton Holdings Site Plan with area drainage to be reviewed before issuance of a building permit.
- 2. The Planning and Zoning Board approved the Recommendation of Approval of the Preliminary Plat for Parkway Commons.

		Street				Applied		
Permit	Туре	Number	Street Name	Applicant	Contractor	Date	Issued Date	
2023187	Addition Commercial	140	AUTOBAHN LOOP	MADISON MAC HAIK CHEVROLET LTD	MARK LYNCH	7/26/2023		50
2023185	Sign	140	ENTERPRISE DRIVE	HOMEWELL CARE SERVICES	BUDGET SIGNS	7/21/2023		60
2023186	Sign	154	CALHOUN STATION PKWY	SIMPLI NAIL SPA LLC	BUDGET SIGNS	7/21/2023	7/21/2023	180
2023184	Electical Commercial	324	DISTRIBUTION DR	RINEWALT ELECTRIC	RINEWALT ELECTRIC	7/19/2023	7/19/2023	50
2023184	Re-Roof	168	HUNTERS ROW	MORAIN TONY	TERRY SANDERS	7/18/2023	7/18/2023	145
2023183	Sign	102	DEES DR	EL SOMBRERO		7/17/2023	7/17/2023	20
2023182	Sign	311	CALHOUN STATION PKWY	HOTSPOT MARKET		7/10/2023	7/10/2023	10
2023181	New Building Commercial	316	OLD JACKSON RD	PTS SPORTS PERFORMANCE	JLS CONSTRUCTION	7/7/2023	7/7/2023	2777
2023180	New Building Commercial	311	CALHOUN STATION PKWY	CALHOUN STATION	SOUTHERN EAGLE CONSTRUCTION	7/6/2023	7/6/2023	4332
2023174	Accessory Residential	127	RIDGEFIELD DR	RNC SERVICES LLC		7/5/2023	7/5/2023	550
2023174	Sign	111	AULENBROCK DR	CHRISTIAN LEARNING CENTER		6/28/2023	6/28/2023	60
2023173	New Building Commercial	1025	GLUCKSTADT RD	GLUCKSTADT PLACE		6/28/2023	6/28/2023	4582
2023172	New Building Commercial	1	KAYO DR	KAYO PLACE		6/23/2023	6/23/2023	2017
2023171	Sign	102	DEES DR	MISSISSIPPI CANDY COMPANY	BUDGET SIGNS	6/19/2023	6/19/2023	90
2023170	Addition Commercial	300	YANDELL RD	MADISON CROSSING ELEM SCHOOL	TYLER HARRIS	6/15/2023	6/15/2023	0
	Fence	102	LONE WOLF DRIVE	TINO'S PET GROOMING LLC		6/15/2023	6/15/2023	50
2023169	New Building Commercial	154	CALHOUN STATION PKWY	SIMPLI NAIL SPA LLC		6/13/2023	6/13/2023	1102
2023167		102	LONE WOLF DRIVE	TINO'S PET GROOMING LLC		6/12/2023	6/12/2023	60
2023165	Sign	154	CALHOUN STATION PKWY	METHODIST REHABILATION CENTER	JASON MCCLUTCHEN	6/12/2023	6/12/2023	2532
2023166	New Building Commercial	1743	HIGHWAY 51	BRYAN TIRES SREVICE		6/7/2023	6/7/2023	60
2023163	Sign	1111	DEES DRIVE	3 HOUSES		6/6/2023	6/6/2023	90
2023162	Sign		DEES DRIVE	BURGER KING		6/6/2023	6/6/2023	30
2023161	Sign	108 1240	GLUCKSTADT ROAD	CARDINAL HEALTH		6/1/2023	6/1/2023	10
2023156	Sign		CALHOUN STATION PKWY	MADISON COUNTY SCHOOL DISTRICT	ANDY TAYLOR	5/30/2023	5/30/2023	0
2023154	New Building Commercial	409		AIRSOUTH, LLC	THE THE STATE OF T	5/24/2023	5/24/2023	167
2023153	Mechanical Residential	103	COTTON COVE	YAMI ASIAN RESTAURANT		5/24/2023	5/24/2023	90
2023152	Sign	154	CALHOUN STATION PKWY	TIME 4 TOYS		5/24/2023	5/24/2023	90
2023151	Sign	154	CALHOUN STATION PKWY			5/23/2023	5/23/2023	50
2023150	Fence	125	KIMBALL DR	CPS POOLS AND SPAS INC	AIRSOUTH COOLINNG AND			
2023149	Generator	123	LAKESHIRE COVE	DEBBIE HARDEE	HEATING	5/19/2023	5/19/2023	244
2023147	New Building Commercial	109	ENTERPRISE DRIVE	GREEN OAK		5/19/2023	5/19/2023	1202

							1	
2023148	Generator	216	CRESCENT RIDGE	Robert Hinton	AIRSOUTH COOLINNG AND HEATING	5/19/2023	5/19/2023	57
2023146	Addition Residential	146	STRIBLING RD EXT	ZACH ETHERIDGE	NATHAN CRAFT	5/18/2023	5/18/2023	892
2023140	Sign	102	DEES DR BLG 300	MISSISSIPPI CANDY COMPANY		5/16/2023	5/16/2023	10
2023125	Accessory Residential	111	MUIRFIELD PLACE	JACQUELINE PATTON		5/10/2023	5/10/2023	0
2023124	Sign	138	W. SOWELL ROAD	CLASSIC RESTORATIONS, LLC		5/9/2023	5/9/2023	95
2023123	Sign	576	CHURCH RD	STEEL TECHNOLOGIES		5/4/2023	5/4/2023	10
2023122	Addition Commercial	102	DEES DR	MISSISSIPPI CANDY COMPANY	WILDSTONE CONSTRUCTION SERVICE	4/26/2023	4/26/2023	332
2023121	New Building Commercial	154	CALHOUN STATION PKWY	Soulshine Gluckstadt LLC		4/25/2023	4/25/2023	5702
2023120	Sign	1716	HIGHWAY 51	RIPTIDE OUTDOORS		4/19/2023	4/19/2023	90
2023119	Electical Commercial	1267	GLUCKSTADT RD	DAMPIER LIGHTING		4/18/2023	4/18/2023	50
2023118	Addition Commercial	155	CALHOUN STATION PKWY	SULLIVAN'S GROCERY	MCINTOSH CONSTRUCTION INC	4/17/2023	4/17/2023	332
2023117	Sign	240	AUTOBAHN LOOP	CRASH CHAMPIONS		4/14/2023	4/14/2023	40
2023115	New Building Commercial	108	LONE WOLF DR	110 PERCENT LLC	STEVE FOLK	3/30/2023	3/30/2023	4527
2023114	Addition Residential	216	CRESCENT RIDGE	Robert Hinton	AIRSOUTH COOLINNG AND HEATING	3/29/2023	3/29/2023	222
2023113	Sign	102	DEES DR	MAGNOLIA HEMP COMPANY		3/28/2023	3/28/2023	90
2023112	Fence	111	AULENBROCK DR	CHRISTIAN LEARNING CENTER		3/28/2023	3/28/2023	50
2023108	Addition Commercial	195	INDUSTRIAL BLVD	CADENA SMITH, LLC		3/20/2023	3/20/2023	79
2023107	Gas Residential	105	ARRINGTON DR	JOHN DYKES		3/17/2023	3/17/2023	50
2023099	Addition Residential	113	MUIRFIELD PLACE	LARRY FRANKLIN		3/15/2023	3/15/2023	57
2023092	Re-Roof	111	FIRST COLONY BLVD	GUARANTEED ROOFING COMPANY		3/10/2023	3/10/2023	299
2023088	New Building Commercial	346	CHURCH RD	GERMANTOWN PARK	JLS CONSTRUCTION	3/7/2023	3/7/2023	6527
2023086	Sign	103	TRUSTMARK DR	TRUSTMARK NATIONAL BANK		3/7/2023	3/7/2023	360
2023087	New Building Commercial	346	CHURCH RD	GERMANTOWN PARK		3/7/2023	3/7/2023	6527
2023085	New Building Commercial	800	SAHLER LANE	FIT CHEF	JLS CONSTRUCTION	3/6/2023	3/6/2023	0
2023082	Addition Residential	144	OLD ORCHARD RD	EAGLE CARPORTS		3/3/2023	3/3/2023	0
2023081	Addition Residential	144	OLD ORCHARD RD	EAGLE CARPORTS		3/3/2023	3/3/2023	0
2023080	Addition Residential	144	OLD ORCHARD RD	EAGLE CARPORTS		3/3/2023	3/3/2023	0
2023078	Gas Residential	131	SUNRISE COVE	BUTLER PLUMBING		3/3/2023	3/3/2023	85
2023079	Addition Residential	144	OLD ORCHARD RD	EAGLE CARPORTS		3/3/2023	3/3/2023	0
2023070	Accessory Residential	175	BRADFIELD DR	MARQUEUS DRAPER		3/1/2023	3/1/2023	24
2023077	Sign	1715	HIGHWAY 51	BOO'S SMOKEHOUSE BBQ LLC		3/1/2023	3/1/2023	10

2023069	Sign	154	CALHOUN STATION PKWY	SOULSHINE PIZZA				100
2023067	Sign	112	LONE WOLF DR	SCOTT C WOODS & ASSOC P. A.			2/16/2023	30
2023068	New Building Commercial	102	DEES DR	4 SEASONS NAILS	JLS CONSTRUCTION	2/16/2023	2/16/2023	0
2023066	New Building Commercial	103	TRUSTMARK DR	TRUSTMARK NATIONAL BANK	THRASH COMMERCIAL CONTRACTORS	2/15/2023	2/15/2023	0
2023065	Driveway	101	FIRST CHOICE DR	FIRST CHOICE DRIVE LLC		2/10/2023	2/10/2023	50
2023064	Sign	1091	GLUCKSTADT RD	DOMINO'S		2/8/2023	2/8/2023	0
2023063	Sign	115	AULENBROCK DR	WEEMS MCDONALD		2/7/2023	2/7/2023	0
2023060	Sign	160	WEISENBERGER RD	KEBAB & CURRY		2/7/2023	2/7/2023	0
2023061	Sign	112	LONE WOLF DR	SCOTT C WOODS & ASSOC P. A.		2/7/2023	2/7/2023	0
2023062	Sign	124	LONE WOLF DR	FUTURE LABS, LLC		2/7/2023	2/7/2023	0
2023059	New Building Commercial	346	CHURCH RD	JLS CONSTRUCTION		2/6/2023	2/6/2023	25
2023058	Driveway	347	DISTRIBUTION DR	CLARK RENTAL AND SUPPLY		2/2/2023	2/2/2023	50
2023055	Sign	116	LONE WOLF DRIVE	HYDRONIC TECHNOLOGY		1/31/2023	1/31/2023	0
2023053	Sign	102	DEES DR	EPIC DONUT/STONE GROUND COFFEE		1/30/2023	1/30/2023	90
2023054	Sign	166	CALHOUN STATION PKWY	TWISTED TURNIP		1/30/2023	1/30/2023	200
2023051	Electical Commercial	200	CALHOUN STATION PKWY	GERMANTOWN HIGH SCHOOL	RUSTY BAIN	1/26/2023	1/26/2023	50
2023049	Addition Commercial	102	DEES DR	SOUTHERN MAGNOLIA HEMP COMPA	MARK HUNT	1/26/2023	1/26/2023	921
2023050	Sign	1715	HIGHWAY 51	BOO'S SMOKEHOUSE BBQ LLC		1/26/2023	1/26/2023	90
2023048	Sign	333	DISTRIBUTION DR	GLUCKSTADT BODY SHOP		1/25/2023	1/25/2023	60
2023047	Sign	104	CHURCH RD	PRIORITY ONE BANK		1/25/2023	1/25/2023	450
2023046	Addition Commercial	128	WEISENBERGER RD	BMC GENERAL CONTRACTORS LLC	BRUCE MASSEY	1/24/2023	1/24/2023	1477
2022042	Sign	112	LEXINGTON DR	THE OFFICE		1/19/2023	1/19/2023	90
2022043	Sign	105	LEXINGTON DR	BUDGET BLINDS		1/19/2023	1/19/2023	0
2022040	Sign	272	CALHOUN STATION PKWY	JOHNNY'S PIZZA		1/17/2023	1/17/2023	0
2022039	Sign	105	LEXINGTON DR	MAGNOLIA CONCESSIONS LLC		1/13/2023	1/13/2023	60
2022038	Sign	124	ENTERPRISE DR	SOUTHERNEASTERN AUTOMATIC SPR	RI	1/13/2023	1/13/2023	60
2022036	Sign	111	DEES WAY	GO SHINE EXPRESS CARWASH		1/12/2023	1/12/2023	0
2022037	Sign	109	AULENBROCK DR	HARTLEY EQUIPMENT		1/12/2023	1/12/2023	0
2022035	New Building Commercial	1	BLDG C CALHOUN STATI	AOK PROPERTIES LLC	BRIAN WHITE	1/11/2023	1/11/2023	0
2022034	Sign	243	INDUSTRIAL DR	BEN NELSON GOLF & OUTDOOR		1/10/2023	1/10/2023	0
2022031	Sign	102	LEXINGTON DR	DOGWOOD OFFICE CENTER		1/10/2023	1/10/2023	0
2022032	Sign	155	AMERICAN WY	DIXIE EQUINE		1/10/2023	1/10/2023	140
2022033	Sign	115	LONE WOLF DR	ETAIROS VHAC		1/10/2023	1/10/2023	60

Section 10, Item B)

Building Commercial  Building Commercial  Building Commercial	168 1706 184 100 1091 120 137 102 555 114 102	DISTRIBUTION DR  AMERICAN WAY  HIGHWAY 51  AMERICAN WAY  FIRST CHOICE DR  GLUCKSTADT RD  YANDELL RD  YANDELL RD  DEES DR BLG 300  INDUSTRIAL DR S  DEES DR	GULF EQUIPMENT CORPORATION  BOH INC  ALPHA FINANCIAL & TAX SERVICES  AFTERZONE, LLC  DEPENDABLE PEST SERVICE INC  ALTHLETICO PHYSICAL THERAPY  OUTLETS OF MISSISSIPPI  BAMBOO EXPRESS  SOPHIE'S MILKSHAKES & SUNDAES  V2X  GLUCKSTADT FITNESS	VOGTS CONSTRUCTION CO  BUDGET SIGNS SIGN CRAFTERS MCINTOSH CONSTRUCTION INC	1/9/2023 1/5/2023 1/5/2023 1/3/2023 12/29/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022	1/9/2023 1/5/2023 1/5/2023 1/3/2023 12/29/2022 12/28/2022 12/28/2022 12/28/2022	180 90
Building Commercial	1706 184 100 1091 120 137 102 555 114 102	HIGHWAY 51  AMERICAN WAY  FIRST CHOICE DR  GLUCKSTADT RD  YANDELL RD  YANDELL RD  DEES DR BLG 300  INDUSTRIAL DR S  DEES DR	ALPHA FINANCIAL & TAX SERVICES  AFTERZONE, LLC  DEPENDABLE PEST SERVICE INC  ALTHLETICO PHYSICAL THERAPY  OUTLETS OF MISSISSIPPI  BAMBOO EXPRESS  SOPHIE'S MILKSHAKES & SUNDAES  V2X  GLUCKSTADT FITNESS	BUDGET SIGNS SIGN CRAFTERS	1/5/2023 1/5/2023 1/3/2023 12/29/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022	1/5/2023 1/5/2023 1/3/2023 12/29/2022 12/28/2022 12/28/2022 12/28/2022	60 60 95 100 44 180 90
Building Commercial  Building Commercial	184 100 1091 120 137 102 555 114 102	AMERICAN WAY FIRST CHOICE DR GLUCKSTADT RD YANDELL RD YANDELL RD DEES DR BLG 300 INDUSTRIAL DR S DEES DR	AFTERZONE, LLC DEPENDABLE PEST SERVICE INC ALTHLETICO PHYSICAL THERAPY OUTLETS OF MISSISSIPPI BAMBOO EXPRESS SOPHIE'S MILKSHAKES & SUNDAES V2X GLUCKSTADT FITNESS	BUDGET SIGNS SIGN CRAFTERS	1/5/2023 1/3/2023 12/29/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022	1/5/2023 1/3/2023 12/29/2022 12/28/2022 12/28/2022 12/28/2022	60 95 100 44 180 90
Building Commercial  Building Commercial	100 1091 120 137 102 555 114 102	FIRST CHOICE DR GLUCKSTADT RD YANDELL RD YANDELL RD DEES DR BLG 300 INDUSTRIAL DR S DEES DR	DEPENDABLE PEST SERVICE INC  ALTHLETICO PHYSICAL THERAPY  OUTLETS OF MISSISSIPPI  BAMBOO EXPRESS  SOPHIE'S MILKSHAKES & SUNDAES  V2X  GLUCKSTADT FITNESS	BUDGET SIGNS SIGN CRAFTERS	1/3/2023 12/29/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022	1/3/2023 12/29/2022 12/28/2022 12/28/2022 12/28/2022	95 100 44 180 90
Building Commercial  Building Commercial	1091 120 137 102 555 114 102	GLUCKSTADT RD YANDELL RD YANDELL RD DEES DR BLG 300 INDUSTRIAL DR S DEES DR	ALTHLETICO PHYSICAL THERAPY OUTLETS OF MISSISSIPPI BAMBOO EXPRESS SOPHIE'S MILKSHAKES & SUNDAES V2X GLUCKSTADT FITNESS	BUDGET SIGNS SIGN CRAFTERS	12/29/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022	12/29/2022 12/28/2022 12/28/2022 12/28/2022	100 44 180 90
Building Commercial  Building Commercial	120 137 102 555 114 102	YANDELL RD YANDELL RD DEES DR BLG 300 INDUSTRIAL DR S DEES DR	OUTLETS OF MISSISSIPPI  BAMBOO EXPRESS  SOPHIE'S MILKSHAKES & SUNDAES  V2X  GLUCKSTADT FITNESS	BUDGET SIGNS SIGN CRAFTERS	12/28/2022 12/28/2022 12/28/2022 12/28/2022	12/28/2022 12/28/2022 12/28/2022	180 90
r Building Commercial	137 102 555 114 102	YANDELL RD DEES DR BLG 300 INDUSTRIAL DR S DEES DR	BAMBOO EXPRESS  SOPHIE'S MILKSHAKES & SUNDAES  V2X  GLUCKSTADT FITNESS	SIGN CRAFTERS	12/28/2022 12/28/2022 12/28/2022	12/28/2022 12/28/2022	180 90
r Building Commercial	102 555 114 102	DEES DR BLG 300 INDUSTRIAL DR S DEES DR	SOPHIE'S MILKSHAKES & SUNDAES V2X GLUCKSTADT FITNESS	SIGN CRAFTERS	12/28/2022 12/28/2022	12/28/2022	90
Building Commercial	555 114 102	INDUSTRIAL DR S DEES DR	V2X GLUCKSTADT FITNESS	SIGN CRAFTERS	12/28/2022		
Building Commercial	114 102	DEES DR	GLUCKSTADT FITNESS			12/28/2022	
Building Commercial	102			MCINTOSH CONSTRUCTION INC	14 1/20/2022		
Building Commercial		DEES DR	CERNANITON AND DENITAL			12/28/2022	
Building Commercial	125		GERMANTOWN DENTAL	BUDGET SIGNS		12/28/2022	
		KIMBALL DR	CPS POOLS AND SPAS INC	AUGUSTA CONSTRUCTION INC		12/22/2022	
	125	KIMBALL DR	CPS POOLS AND SPAS INC	AUGUSTA CONSTRUCTION INC		12/22/2022	
essory Commercial	238	WEISENBERGER RD	4 SEASONS	JOHN WOOD		12/21/2022	
essory Commercial		CHURCH RD	4 SEASONS	JOHN WOOD		12/21/2022	
essory Commercial		DEES DR	4 SEASONS	JOHN WOOD		12/21/2022	
Building Commercial		AMERICAN WAY	GREEN STEEL COATINGS	VENTURE SOUTH CONSTRUCTION		12/21/2022	
chanical Commercial	166	CALHOUN STATION PKWY	PRO SERVICE LLC	PRO SERVICE LLC		12/19/2022	
tical Commercial		INDUSTRIAL BLVD	COVINGTON ELECTRIC	COVINGTON ELECTRIC		12/16/2022	
			GLUCKSTADT PLACE				
		CALHOUN STATION PKWY	ANTHONY MORRISON	JLS CONSTRUCTION			
		HIGHWAY 51	W L BURLE ENGINEERS P A				
			Rachel Sargent	Tyler Construction Co		, -,	0
			AMANDA LORIAN	Tyler Construction Co			0
			4 SEASON NAILS		12/2/2022		0
			EAGLE CARPORTS				
			PRIORITY ONE BANK				0
Danaing Commercial			BTH PROPERTIES	JASON MYERS	8/7/2022		0
Building Commercial			BTH PROPERTIES	JASON MYERS	8/7/2022	8/7/2022	0
v Building Commercial			SEASONS		2/15/2022	2/15/2022	ln
/ E	Building Commercial  ange Out Building Residential  on Residential Building Commercial	1085 Building Commercial 154 2125 ange Out 1004 Building Residential 1004 102 on Residential 144 Building Commercial 104 Building Commercial 124 Building Commercial 124	1085 GLUCKSTADT PLACE  Building Commercial 154 CALHOUN STATION PKWY  2125 HIGHWAY 51  ange Out 1004 Madison Ave  Building Residential 1004 Madison Ave  102 DEES DR  on Residential 144 OLD ORCHARD RD  Building Commercial 104 CHURCH RD  Building Commercial 124 KIMBALL DR	1085 GLUCKSTADT PLACE  Building Commercial 154 CALHOUN STATION PKWY ANTHONY MORRISON  2125 HIGHWAY 51 W L BURLE ENGINEERS P A  ange Out 1004 Madison Ave Rachel Sargent  Building Residential 1004 Madison Ave AMANDA LORIAN 102 DEES DR 4 SEASON NAILS  on Residential 144 OLD ORCHARD RD EAGLE CARPORTS  Building Commercial 104 CHURCH RD PRIORITY ONE BANK  Building Commercial 124 KIMBALL DR BTH PROPERTIES  Building Commercial 124 KIMBALL DR BTH PROPERTIES	1085 GLUCKSTADT PLACE  Building Commercial 154 CALHOUN STATION PKWY ANTHONY MORRISON JLS CONSTRUCTION  2125 HIGHWAY 51 W L BURLE ENGINEERS P A  ange Out 1004 Madison Ave Rachel Sargent Tyler Construction Co  3uilding Residential 1004 Madison Ave AMANDA LORIAN Tyler Construction Co  102 DEES DR 4 SEASON NAILS on Residential 144 OLD ORCHARD RD EAGLE CARPORTS Building Commercial 104 CHURCH RD PRIORITY ONE BANK Building Commercial 124 KIMBALL DR BTH PROPERTIES JASON MYERS  Building Commercial 124 KIMBALL DR BTH PROPERTIES JASON MYERS	1085 GLUCKSTADT PLACE GLUCKSTADT PLACE 12/14/2022  Suilding Commercial 154 CALHOUN STATION PKWY ANTHONY MORRISON JLS CONSTRUCTION 12/13/2022  2125 HIGHWAY 51 W L BURLE ENGINEERS P A 12/12/2022  ange Out 1004 Madison Ave Rachel Sargent Tyler Construction Co 12/9/2022  Suilding Residential 1004 Madison Ave AMANDA LORIAN Tyler Construction Co 12/9/2022  102 DEES DR 4 SEASON NAILS 12/2/2022  on Residential 144 OLD ORCHARD RD EAGLE CARPORTS 11/23/2022  Suilding Commercial 104 CHURCH RD PRIORITY ONE BANK 9/14/2022  Suilding Commercial 124 KIMBALL DR BTH PROPERTIES JASON MYERS 8/7/2022  Suilding Commercial 124 KIMBALL DR BTH PROPERTIES JASON MYERS 8/7/2022	1085   GLUCKSTADT PLACE   GLUCKSTADT PLACE   12/14/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   12/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022   13/13/2022

## **City of Gluckstadt**

## **Application for Site Plan Review**

Subject Property Address:	son, MS 39110
Parcel #:	
Owner: _ AutoZone, Attn: Wade Davis	Applicant: Yuri Hawley
V	
Address: 1076 Gluckstadt Rd	Address: P.O. Box 1302
Gluckstadt, MS 39110	Fairview, TN 37062
<b>Phone #:</b> _(901) 495-8701	Phone #: 615-495-0132
E-Mail: wade.davis@autozone.com	E-Mail: yuri@civilengineeringservices.net
Current Zoning District: General Commercial C-1	
Acreage of Property (If applicable): _50,702± Sq. Ft.	or 1.164± Ac
Use sought of Property: AutoZone Store	

#### Requirements of Applicant:

- 1. Copy of written legal description.
- 2. Site Plan as required in Sections 807-810 of City of Gluckstadt Zoning Ordinance
- 3. Color Rendering & Elevations at time of submittal

Requirements for Site Plan Submittal (Refer to Section 807, Gluckstadt Zoning Ordinance)

Nine (9) copies of the site plan shall be prepared and submitted to the Zoning Administrator. Digital copies are acceptable. Three (3) hard copies are required.

#### Site Plan Specifications (Section 809, Zoning Ordinance)

- A. Lot Lines (property lines)
- B. Zoning of the adjacent lots
- C. The names of owners of adjacent lots
- D. Rights of way existing and proposed streets, including streets shown on the adopted Throughfares plan
- E. Access ways, curb cuts, driveways, and parking, including number of parking spaces to be provided
- F. All existing and proposed easements
- G. All existing and proposed water and sewer lines. Also, the location of all existing and proposed fire hydrants.
- H. Drainage plan showing existing and proposed storm drainage facilities. The drainage plan shall indicate adjacent off site drainage courses and projected storm water flow rates from off-site and on-site sources.

- I. Contours at vertical intervals of five (5) feet or less.
- J. Floodplain designation, according to FEMA Maps.
- K. Landscaped areas and planting screens.
- L. Building lines and the locations of all structures, existing and proposed
- M. Proposed uses of the land and buildings, if known
- N. Open space and recreation areas, where required.
- O. Area in square feet, and/or square acres of parcel
- P. Proposed gross lot coverage in square feet
- Q. Number and type of dwelling units where proposed
- R. Location of sign structures and drawings. (Section 701)
- S. Location of garbage dumpster and enclosure. (Section 406.06)
- T. Any other data necessary to allow for a through evaluation of the proposed use, including a traffic study.

Applicant shall be present at the monthly meeting of the Planning and Zoning Commission when site plan is on the agenda for consideration; additionally, applicant shall be present at the Mayor and Board of Alderman meeting when the site plan is on the agenda for final approval.

Applicant is responsible for complying with all applicable requirements of the Gluckstadt Zoning Ordinance.

Site Plans shall be submitted by the 5:00 pm on the 5<sup>th</sup> day of the month, immediately preceding the next regular meeting of the Planning and Zoning Commission. <u>No Exceptions.</u>

Once submitted to the Planning & Zoning Administrator for approval to add to the Planning and Zoning Commission's agenda, no amendments or changes shall be made to the site plan. If you wish to submit changes, you will be required to resubmit by the 5<sup>th</sup> of the following month for the next monthly meeting of the Planning and Zoning Commission.

Attestation: By signing this application, the applicant agrees to all the terms and conditions laid out in this document. Approval of site plan is subject to Board approval.

Applicant Signature	Date	
Verified by pdfFiller 04/25/2022	04/25/2023	

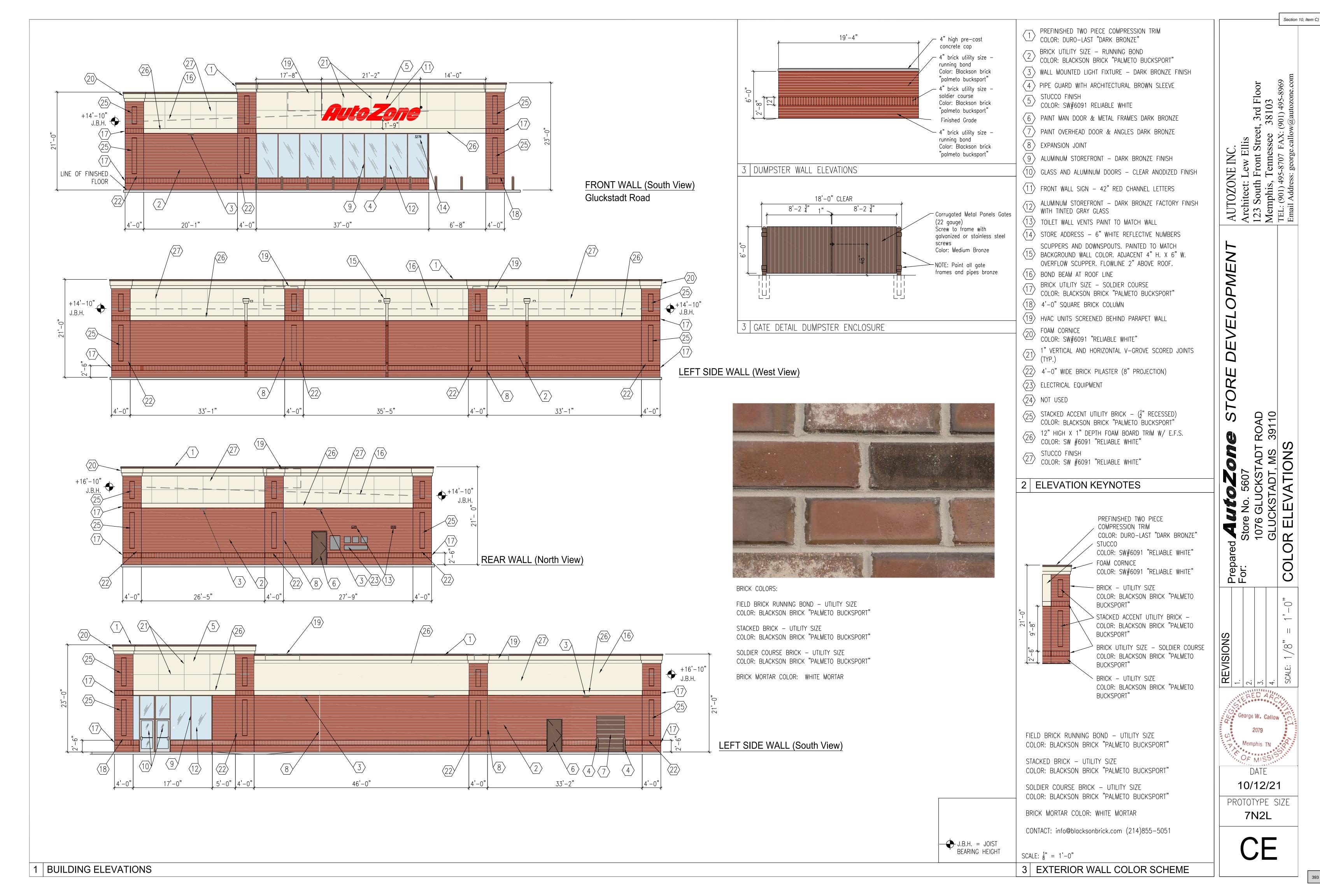
## OFFICE USE ONLY

**Date Received:** 

5-1-2023

Application Complete & Approved to Submit to P&Z Board (please check):

	Yes	No	
Signature:		tor (or Authorized Representative)	-

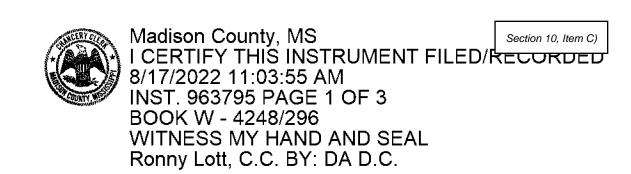




## Color / Material Samples For: AutoZone #5607 1076 Gluckstadt Road, Gluckstadt, MS 39110



Brick (Utility Size)
Color: Palmeto Bucksport
(Blackson Brick)



PREPARED BY AND RETURN TO:

**INDEXING INSTRUCTIONS:** 

Gardner Richey (MS Bar #: 105292) Maples & Richey, PLLC 801 Baptist Drive, Suite 203 Madison, Mississippi 39110 Phone: (601) 707-4114 SE 1/4 of Section 20, T8N, R2E Madison County, Mississippi

Parcel #: 082D-20-002/01.00

## WARRANTY DEED

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

Cliff Smith and Charlotte T. Smith ("<u>Grantor</u>") 104 Sumter Court, Madison, MS 39110 Phone: 601-940-6520

does hereby GRANT, BARGAIN, SELL, CONVEY AND WARRANT to

AutoZone Mississippi Properties, LLC, a Nevada limited liability company ("<u>Grantee</u>") 123 S. Front Street, 3rd Floor, Memphis, TN 38103 Phone: 901-495-6500

the following described land (the "Property"), situated, lying and being in Madison County, Mississippi, to-wit:

## See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anyway appertaining, to have and to hold the same in fee simple forever.

WARRANTY DEED

File Number: NCS-1078176-MICH Page 1 of 3

This conveyance and the warranty hereof are SUBJECT TO (a) ad valorem real property taxes and assessments for the current and subsequent years; (b) all zoning, environmental and other building and other regulations, laws, ordinances, orders, rules, permits, restrictions, codes and requirements of any governmental authorities, federal, state, county, local or otherwise; and (c) all covenants, conditions, restrictions, reservations (including prior oil, gas, mineral and royalty reservations), severances, easements, rights of way, leases or any other encumbrance or limitation of record, if any.

Current ad valorem taxes on the Property having been prorated, Grantee hereby assumes payment of all ad valorem real property taxes and assessments on the Property for the current year and subsequent years.

The terms "Grantor" and "Grantee" are used for singular or plural, as context requires, and include the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has signed this Warranty Deed on the date acknowledged below.

**GRANTOR:** 

Cliff Smith

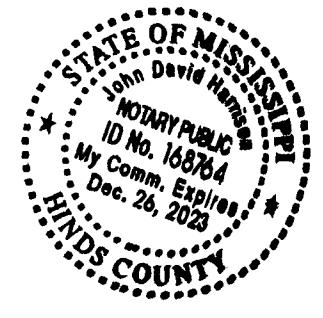
Charlotte T. Smith

STATE OF  $_{NS}$ 

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of August, 2022, within my jurisdiction, the within named Cliff Smith and Charlotte T. Smith, who acknowledged that they executed the above and foregoing instrument.

Notary Public



## EXHIBIT A LEGAL DESCRIPTION

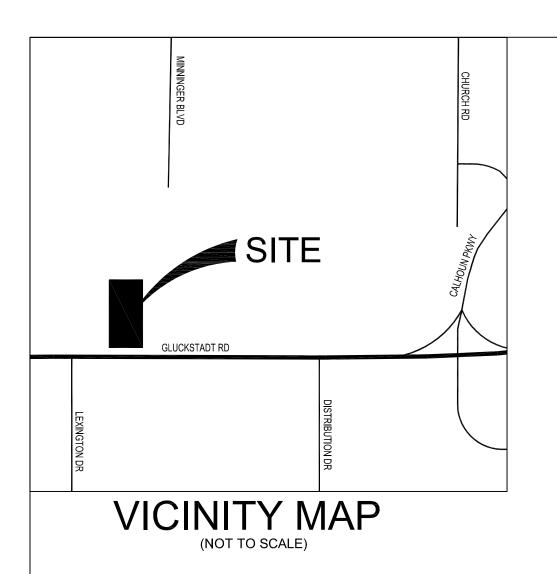
A PARCEL OF LAND CONTAINING 1.16 ACRES, MORE OR LESS, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND IRON PIN IN THE NEW NORTHERN RIGHT OF WAY LINE OF GLUCKSTADT ROAD WHICH IS 2620.57 FEET SOUTH OF AND 1425.29 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, AS SHOWN ON ATTACHED SURVEY AND RUN THENCE SOUTH 89 DEGREES 30 MINUTES 58 SECONDS WEST ALONG SAID NORTHERN RIGHT OF WAY LINE FOR A DISTANCE OF 160.00 FEET TO A FOUND IRON PIN; LEAVING SAID NEW RIGHT OF WAY LINE, RUN THENCE NORTH 00 DEGREES 19 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 349.28 FEET TO A FOUND IRON PIN; THENCE SOUTH 69 DEGREES 43 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 68.24 FEET; THENCE SOUTH 66 DEGREES 15 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 99.48 FEET; THENCE SOUTH 63 DEGREES 08 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 5.89 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 46 SECONDS EAST ALONG THE EDGE OF CONCRETE PARKING AND A PROJECTION THEREOF FOR A DISTANCE OF 281.57 FEET TO THE POINT OF BEGINNING.

035

CS

Page 3 of



# 

## AutoZone Store Development Preliminary/Final Site Plan Submission for:

AutoZone Store No. O152 1076 GLUCKSTADT RD MADISON, MS 39110

PARCEL: 002 / 01.00

SURVEYOR:

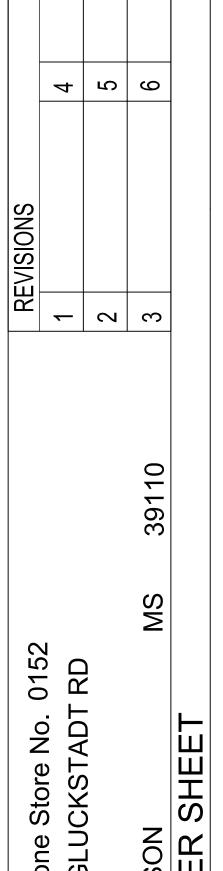
BLEW & ASSOCIATES, PA 3825 N. SHILOH DRIVE FAYETTEVILLE, AR 72703 (479) 443-4506 OWNER:

AUTOZONE, INC. c/o: WADE DAVIS 123 S. FRONT STREET, 3RD FLOOR MEMPHIS, TENNESSEE 38103 (901) 495-8701



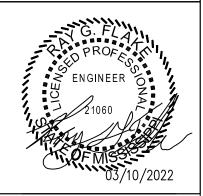
PLAN SUBMITTAL DATE: APRIL, 2023

INE	DEX OF DRAWINGS	
C 0.0	COVER SHEET	
1 OF 1	ALTA/ACSM LAND TITLE SURVEY	
D1.0	DEMOLITION PLAN	
C1.0	SITE PLAN	
C2.0	GRADING PLAN	
C2.1	DRAINAGE PLAN	
C2.2	INITIAL EROSION CONTROL PLAN	
C2.3	FINAL EROSION CONTROL PLAN	
C3.0	UTILITY PLAN	
C4.0	DETAIL SHEET 1	
C4.1	DETAIL SHEET 2	
C4.2	DETAIL SHEET 3	
C4.3	DETAIL SHEET 4	
L1.1	LANDSCAPE PLAN	
PH5.0	PHOTOMETRIC PLAN	
PH5.1	PHOTOMETRIC DETAILS	



reloper: AUTOZONE STORES L cont Street, 3rd Floor ennessee 38103 495-8994 FAX: (901) 495-896 & Contractor Information Contac

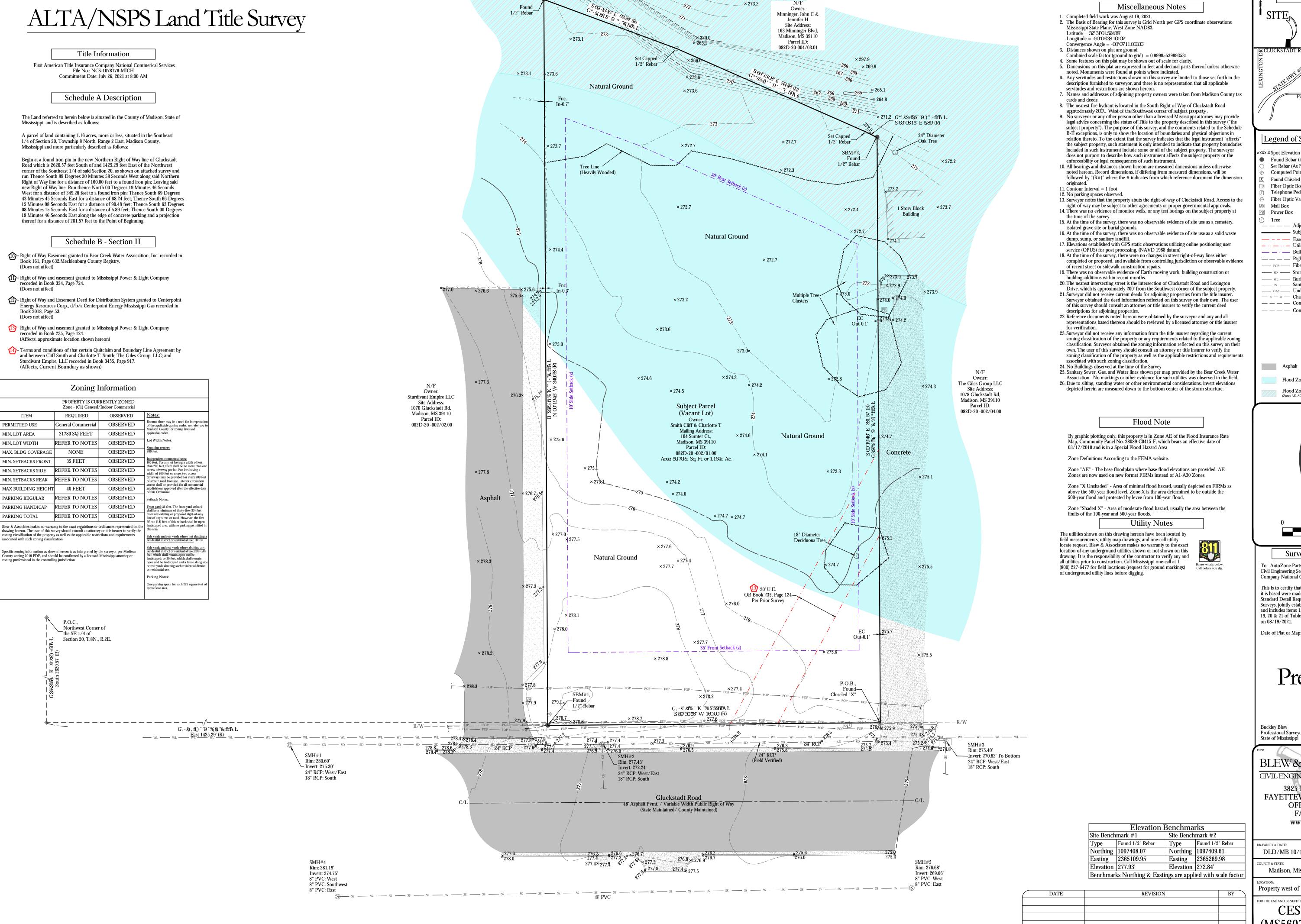
Where / Develop Owner / Develop 123 South Front 9 Memphis, Tenne TEL: (901) 495-8 For Bidding & C Dodge Data & A Cindy searcy@co.



4/25/2023

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C0.0



Vicinity Map Not To Scale

#### Legend of Symbols & Abbreviations

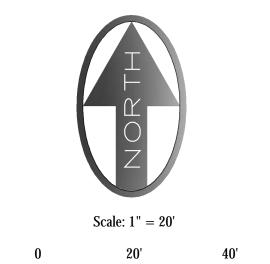
Found Rebar (As Noted) (R) Recorded Dimension (z) Zoning Requirements Set Rebar (As Noted) Computed Point N/F Now or Formerly Found Chiseled "X" SBM Site Benchmark Fiber Optic Box MH Manhole Telephone Pedestal CI Curb Inlet Basin Fiber Optic Vault Inv Invert of Pipe P.O.C. Point of Commencem Mail Box Power Box P.O.B. Point of Beginning **Adjoiner Property Line** Subject Property Line — – – Easement line — · · · — Utility Easement

\_\_\_ Building Setback \_\_\_ \_ \_ \_ Right-of-Way — FOP — Fiber Optic Line — SD — Storm Sewer Line ---- WL ----- Buried Water Line —— ss —— Sanitary Sewer Line —— GAS —— Underground Gas — × — × — Chainlink Fence

Flood Zone - AE / AO / AH

Flood Zone- Floodway

— — — Contour Major — — — Contour Minor



#### Surveyor's Certification

To: AutoZone Parts, Inc; Cliff Smith and Charlotte T. Smith; Civil Engineering Services, PC; First American Title Insurance Company National Commerical Services:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 3, 4, 5, 7(a), 7(b1), 8, 9, 11, 13, 16, 17, 18, 19, 20 & 21 of Table A thereof. The field work was completed

Date of Plat or Map: 10/14/2021

Buckley Blew Professional Surveyor #27863 State of Mississippi

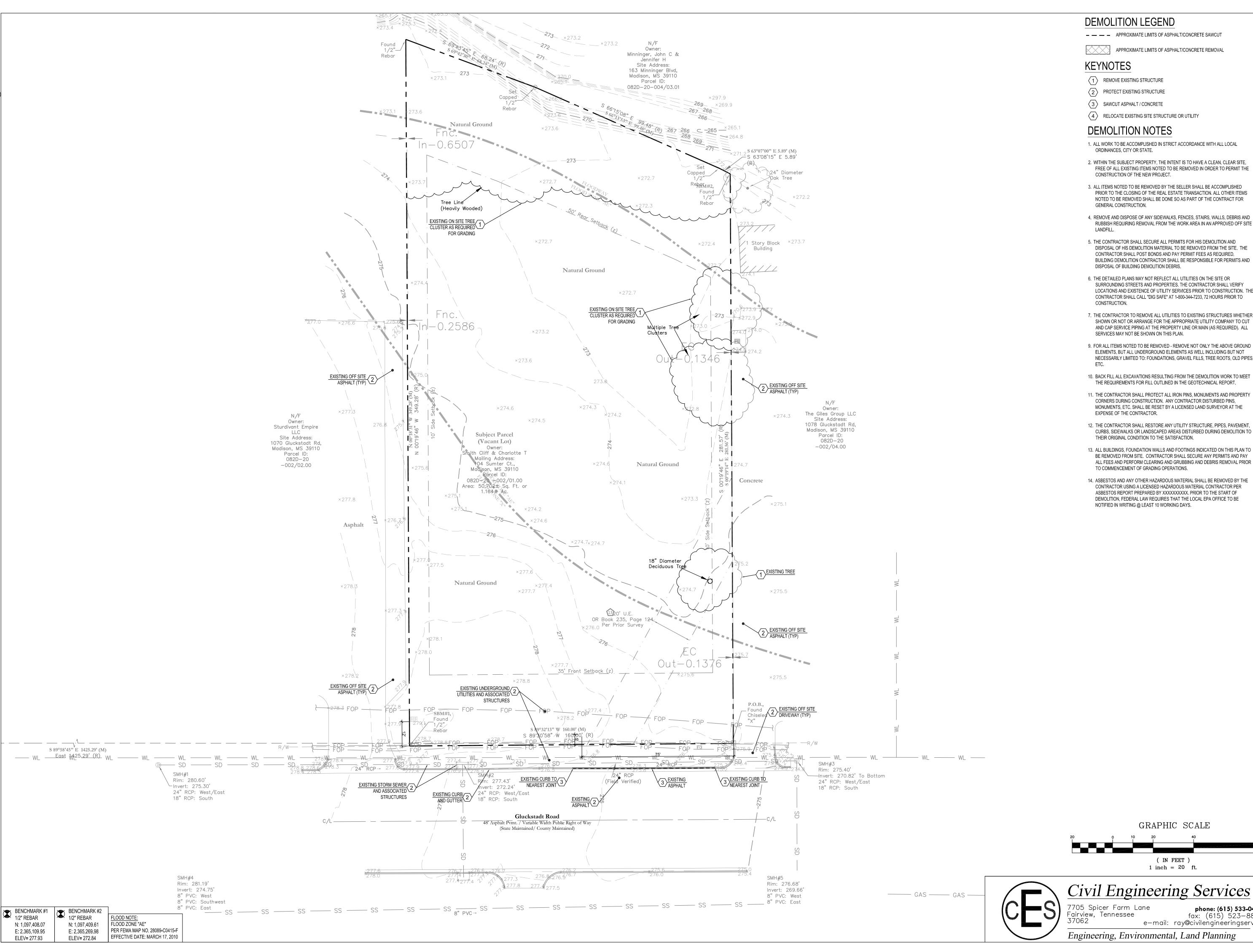
#### BLEW & ASSOCIATES, PA CIVIL ENGINEERS & LAND SURVEYORS

3825 N. SHILOH DRIVE FAYETTEVILLE, ARKANSAS 72703 OFFICE: 479.443.4506 FAX: 479.582.1883 www.BLEWINC.com

AWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
DLD/MB 10/14/2021	GC/PRS	ВЈ
UNTY & STATE:  Madison, Mississippi	JOB NUMBER:	21-6523
* *		

Property west of 1078 Gluckstadt Rd, Gluckstadt, MS

CES (AutoZone) -(MS5607) Gluckstadt, MS



#### **DEMOLITION LEGEND**

- - - APPROXIMATE LIMITS OF ASPHALT/CONCRETE SAWCUT

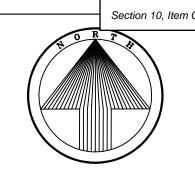
APPROXIMATE LIMITS OF ASPHALT/CONCRETE REMOVAL

#### **KEYNOTES**

- 1 REMOVE EXISTING STRUCTURE
- 2 PROTECT EXISTING STRUCTURE
- (3) SAWCUT ASPHALT / CONCRETE
- 4 RELOCATE EXISTING SITE STRUCTURE OR UTILITY

#### **DEMOLITION NOTES**

- 1. ALL WORK TO BE ACCOMPLISHED IN STRICT ACCORDANCE WITH ALL LOCAL ORDINANCES, CITY OR STATE.
- 2. WITHIN THE SUBJECT PROPERTY, THE INTENT IS TO HAVE A CLEAN, CLEAR SITE, FREE OF ALL EXISTING ITEMS NOTED TO BE REMOVED IN ORDER TO PERMIT THE CONSTRUCTION OF THE NEW PROJECT.
- 3. ALL ITEMS NOTED TO BE REMOVED BY THE SELLER SHALL BE ACCOMPLISHED PRIOR TO THE CLOSING OF THE REAL ESTATE TRANSACTION. ALL OTHER ITEMS NOTED TO BE REMOVED SHALL BE DONE SO AS PART OF THE CONTRACT FOR GENERAL CONSTRUCTION.
- 4. REMOVE AND DISPOSE OF ANY SIDEWALKS, FENCES, STAIRS, WALLS, DEBRIS AND RUBBISH REQUIRING REMOVAL FROM THE WORK AREA IN AN APPROVED OFF SITE
- 5. THE CONTRACTOR SHALL SECURE ALL PERMITS FOR HIS DEMOLITION AND DISPOSAL OF HIS DEMOLITION MATERIAL TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL POST BONDS AND PAY PERMIT FEES AS REQUIRED. BUILDING DEMOLITION CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITS AND DISPOSAL OF BUILDING DEMOLITION DEBRIS.
- 6. THE DETAILED PLANS MAY NOT REFLECT ALL UTILITIES ON THE SITE OR SURROUNDING STREETS AND PROPERTIES. THE CONTRACTOR SHALL VERIFY LOCATIONS AND EXISTENCE OF UTILITY SERVICES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CALL "DIG SAFE" AT 1-800-344-7233, 72 HOURS PRIOR TO CONSTRUCTION.
- 7. THE CONTRACTOR TO REMOVE ALL UTILITIES TO EXISTING STRUCTURES WHETHER SHOWN OR NOT OR ARRANGE FOR THE APPROPRIATE UTILITY COMPANY TO CUT AND CAP SERVICE PIPING AT THE PROPERTY LINE OR MAIN (AS REQUIRED). ALL SERVICES MAY NOT BE SHOWN ON THIS PLAN.
- 9. FOR ALL ITEMS NOTED TO BE REMOVED REMOVE NOT ONLY THE ABOVE GROUND ELEMENTS, BUT ALL UNDERGROUND ELEMENTS AS WELL INCLUDING BUT NOT NECESSARILY LIMITED TO: FOUNDATIONS, GRAVEL FILLS, TREE ROOTS, OLD PIPES,
- 10. BACK FILL ALL EXCAVATIONS RESULTING FROM THE DEMOLITION WORK TO MEET THE REQUIREMENTS FOR FILL OUTLINED IN THE GEOTECHNICAL REPORT.
- 11. THE CONTRACTOR SHALL PROTECT ALL IRON PINS, MONUMENTS AND PROPERTY CORNERS DURING CONSTRUCTION. ANY CONTRACTOR DISTURBED PINS. MONUMENTS, ETC. SHALL BE RESET BY A LICENSED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
- 12. THE CONTRACTOR SHALL RESTORE ANY UTILITY STRUCTURE, PIPES, PAVEMENT, CURBS, SIDEWALKS OR LANDSCAPED AREAS DISTURBED DURING DEMOLITION TO THEIR ORIGINAL CONDITION TO THE SATISFACTION.
- 13. ALL BUILDINGS, FOUNDATION WALLS AND FOOTINGS INDICATED ON THIS PLAN TO BE REMOVED FROM SITE. CONTRACTOR SHALL SECURE ANY PERMITS AND PAY ALL FEES AND PERFORM CLEARING AND GRUBBING AND DEBRIS REMOVAL PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
- 14. ASBESTOS AND ANY OTHER HAZARDOUS MATERIAL SHALL BE REMOVED BY THE CONTRACTOR USING A LICENSED HAZARDOUS MATERIAL CONTRACTOR PER ASBESTOS REPORT PREPARED BY XXXXXXXXXX. PRIOR TO THE START OF DEMOLITION, FEDERAL LAW REQUIRES THAT THE LOCAL EPA OFFICE TO BE NOTIFIED IN WRITING @ LEAST 10 WORKING DAYS.



NAD83 MS STATE PLANE 4 2 9 VISION

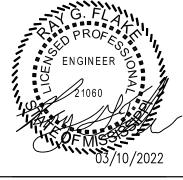
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0152 RD

Store

01

AutoZone % 1076 GLU0



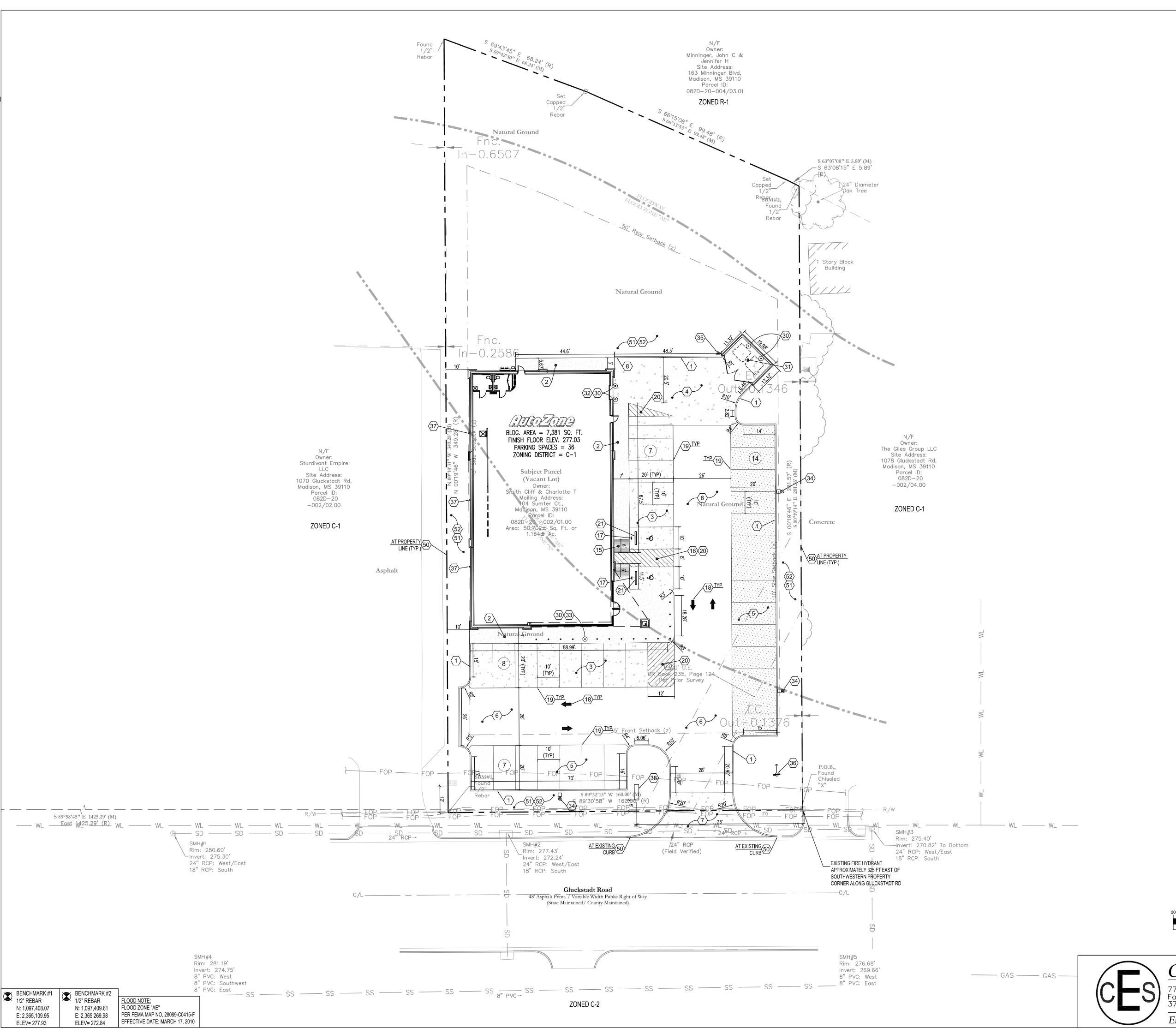
4/25/2023

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phone: (615) 533-0401 fax: (615) 523-8865 e—mail: ray@civilengineeringservices.net Engineering, Environmental, Land Planning

GRAPHIC SCALE

(IN FEET)1 inch = 20 ft.





PARKING STALL COUNT - SEE PLANS REGULAR ASPHALT PAVING (SEE DETAIL SHEET) HEAVY DUTY ASPHALT PAVING (SEE DETAIL SHEET)

CONCRETE SIDEWALK (SEE DETAIL SHEET)

HEAVY DUTY CONCRETE PAVING (SEE DETAIL SHEET)

REGULAR DUTY CONCRETE PAVEMENT AT PARKING STALLS AROUND BUILDING (SEE DETAIL SHEET)

#### **KEYNOTES** PAVEMENT AND CURBING

- (1) CONCRETE CURB @ CONCRETE/ASPHALT PAVING SEE DETAIL 1 & 2 / C4.0
- CONCRETE SIDEWALK SEE DETAIL 27/C4.0 SEE DETAIL 22/C4.0 FOR CONCRETE SIDEWALK - SEE DETA SIDEWALKS AROUND BUILDING
- REGULAR DUTY CONCRETE PAVING SEE DTL. 4/ C4.0. EXPANSION AND CONTROL JOINTS - SEE DTLS. 23 & 24/ C4.0. MAXIMUM SPACING FOR CONTROL JOINTS PER SOILS REPORT. HEAVY DUTY CONCRETE PAVING - SEE DTL. 4/ C4.0. EXPANSION AND
- CONTROL JOINTS SEE DTLS. 23 & 24/ C4.0. MAXIMUM SPACING FOR CONTROL JOINTS PER SOILS REPORT.
- REGULAR DUTY ASPHALT PAVING SEE DTL. 3/ C4.0. PROVIDE ALTERNATE CONCRETE BID - SEE DTL. 4/ C4.0
- 6 HEAVY DUTY ASPHALT PAVING SEE DTL. 3/ C4.0. PROVIDE ALTERNATE CONCRETE BID SEE DTL. 4/ C4.0 PROVIDE NEW CURB CUT & APPROACH PER LOCAL CODES & SPECS. -
- PROVIDE NEW CURB CUI & APPROAGET EN 2003. 2
  ENTRANCE TO BE HEAVY DUTY CONCRETE SEE DTL. 3/ C4.0 8 TAPER CURB HEIGHT FROM 6" TO 0" OVER TWO FEET
- PAVEMENT STRIPING / ADA FEATURES / TRAFFIC SIGNAGE
- ACCESSIBLE RAMP SEE DETAIL 19/C4.0 MAX. SLOPE 1:12 (8.33%), MAX. ACCESSIBLE RAMP - SEE DETAIL 19/04.0 - MIDD. GEO. E .... (SEE ). CROSS SLOPE 1:50 (2.00%) TRUNCATED DOME TO BE A CONTRASTING
- HANDICAP PARKING AREA -DETAILS 6,7, AND 12/C4.0 HANDICAP PARKING AREA - SEE THIS PLAN FOR DIMENSIONS - SEE
- HANDICAP PARKING SIGN SEE DETAIL 12/C4.0 G.C. TO PROVIDE ONE VAN ACCESSIBLE SIGN.
- (18) ONSITE PAVEMENT MARKINGS SEE DETAIL 25 & 26/C4.0
- (19) 4" WIDE PARKING STRIPE PAINTED YELLOW (TYP.)
- 4" WIDE DIAGONAL STRIPES PAINTED YELLOW AT 2 FT. O.C.
- 6'-0" LONG CONCRETE WHEEL STOP PINNED TO PAVEMENT (TYPICAL). LOCATE 3'-6" FROM FACE OF CURB OR SIDEWALK SEE DETAIL 17 / C4.0

#### AUTOZONE SITE FEATURES

- (30) PIPE GUARD SEE DETAIL 16 / C4.0
- (31) DUMPSTER LAYOUT SEE DETAILS 8,9,10, & 11/ C4.0
- (32) SERVICE DOOR PLAN SEE DETAIL 15/ C4.0
- (33) BOLLARD PLAN SEE DETAIL 14/ C4.0
- CONCRETE LIGHT POLE BASE SEE DETAIL 13/ C4.0 AIM LIGHT FIXTURE IN DIRECTION AS INDICATED. SEE ELECTRICAL PLANS FOR ROUTING
- (35) FREEZELESS YARD HYDRANT AT BUILDING SEE DETAIL 6 ON SHEET M2
- APPROXIMATE LOCATION FOR POLE MOUNTED TRANSFORMER PER SERVICE PROVIDER SPECIFICATIONS - COORDINATE WITH SERVICE
- PROVIDER PRIOR TO CONSTRUCTION PROVIDE DOWNSPOUT CONNECTOR AT BUILDING DOWN SPOUT - SEE ARCHITECTURAL PLANS - SEE DETAIL 21/ C4.0 - SEE GRADING PLAN FOR
- 4'-2"X7'-0"X2'-0" MONUMENT SIGN 12'-0" OVERALL HEIGHT SEE SIGNAGE SHEETS FOR DETAILS FINAL LOCATION AND SECURITY
- SHEETS FOR DETAILS FINAL LOCATION AND DESIGN TO BE DETERMINED DURING SIGN PERMIT REVIEW

#### ADDITIONAL SITE FEATURES

- 50 TIE TO EXISTING MATCH GRADE
- GRASS AREA PROVIDE 6" TOPSOIL & SOD COMMON TO REGION ON ALL GRASS AREA - PROVIDE 6" TOPSOIL & SO DISTURBED AREAS NOT TO BE PAVED
- SLOPE GRADE FROM BACK OF CURB DOWN TO MATCH THE EXISTING/PROPOSED GRADE SEE GRADING PLAN

### GENERAL AZ NOTES

- 1. PROOF ROLL BUILDING AND ALL PARKING AREAS. NOTIFY THE
- ARCHITECT OF ANY UNACCEPTABLE AREAS. 2. EDGE OF NEW PAVEMENT TO BE FLUSH WITH EXISTING PAVEMENT.

AND/OR STATE SPECIFICATIONS AND REQUIREMENTS.

5. FOR PROPOSED UTILITY LOCATIONS, SEE THE UTILITY PLAN.

- 3. ALL SIDEWALK CURB AND GUTTER STREET PAVING, CURB CUTS, DRIVEWAY APPROACHES, HANDICAP RAMP, ETC. CONSTRUCTED OUTSIDE THE PROPERTY LINE IN THE RIGHT-OF-WAY SHALL CONFORM TO ALL MUNICIPAL
- 4. FOR AREAS OUTSIDE THE PROPERTY LINES, REPAIR AND/OR REPLACE ALL DAMAGE DONE TO EXISTING ELEMENTS (SIDEWALKS, PAVING, LANDSCAPING, ETC.) AS REQUIRED BY OWNER AND/OR GOVERNING AUTHORITY.

#### SITE DATA INFORMATION

PARKING REQUIRED (1/225 SF) = 33 EXISTING PARKING = 0 PROPOSED PARKING = 34 HC SPACES REQUIRED = 2 HC SPACES PROVIDED = 2 TOTAL PARKING = 36 PARKING STALL SIZE = 10'X20' ADA PARKING STALL SIZE = 8'X20' LOT AREA = 50,702 SF / 1.164 AC NUMBER OF BUILDINGS = 1 BUILDING AREA = 7,381 SF FLOOR AREA RATIO = 14.56%

ALL DISTURBED AREA SHALL BE STABILIZED WITH SOD, COMMON TO THE REGION -CONTRACTOR TO GUARANTEE AND MAINTAIN ALL NEW SODDED AREAS FOR 60 DAYS MINIMUM, AND ALL SODDED AREAS ARE STABILIZED.

PROVIDE (2) 4" PVC CONDUITS UNDER DRIVES TO ALL LANDSCAPED AREAS. PROVIDE 2' COVER AND CAP OFF. MARK STUB OUT WITH FLAG/MARKER.

ALL NEW GRASS SODDED AREAS TO BE IRRIGATED - IRRIGATION PLAN TO BE DESIGN BUILD BY G.C. - COORDINATE WITH A SOUTH CAROLINA CERTIFIED IRRIGATION

> ( IN FEET ) 1 inch = 20 ft.

GRAPHIC SCALE

## Civil Engineering Services

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Engineering, Environmental, Land Planning

Section 10, Item C)

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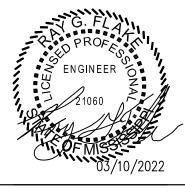
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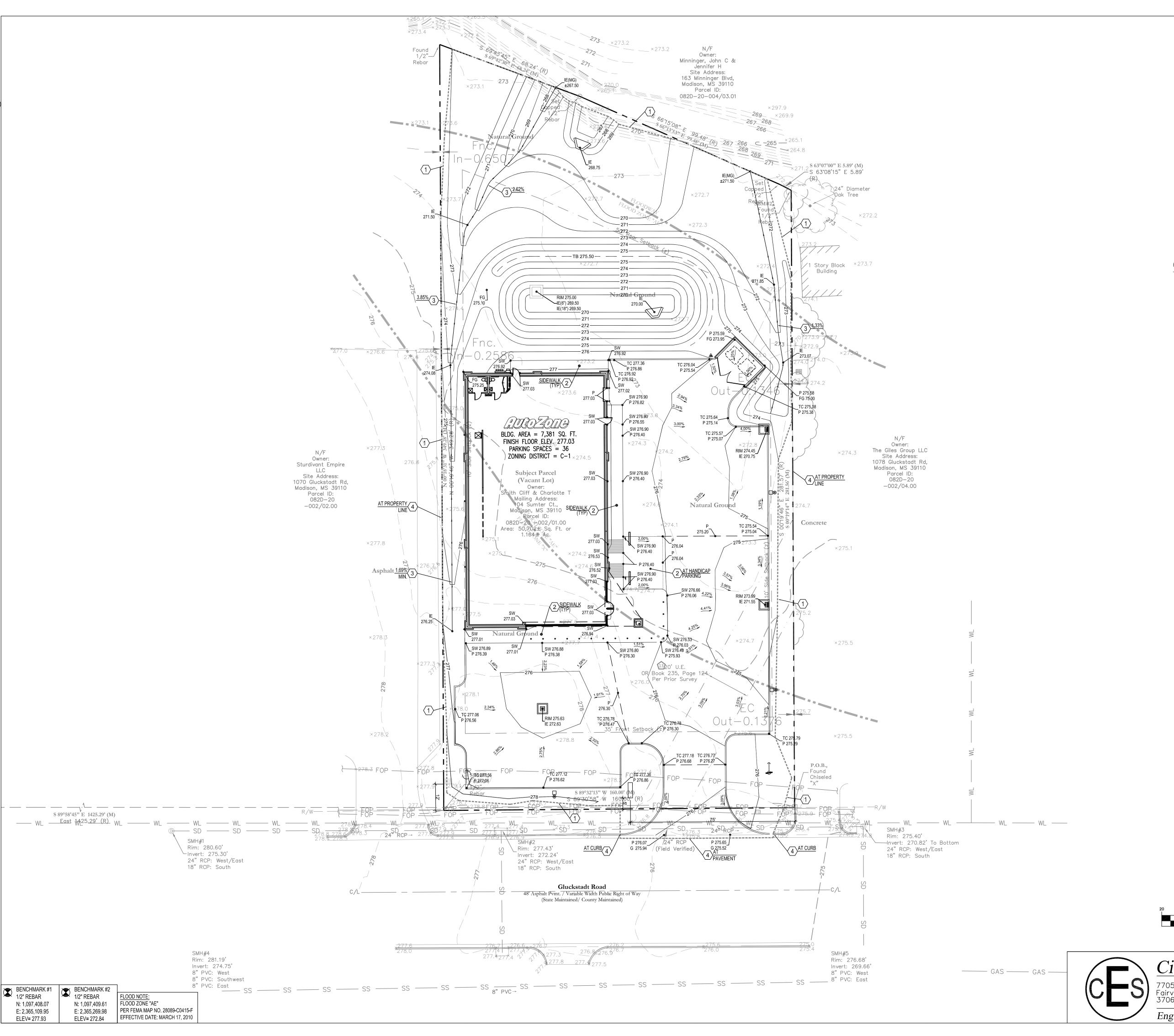
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rmation Contact: 413-930-4215 X: (901)



4/25/2023





TOP OF CURB ELEVATION BOTTOM OF CURB ELEVATION

FINISHED GRADE ELEVATION SIDEWALK ELEVATION

MATCH EXISTING GRADE ELEVATION TOP OF BANK GRADE ELEVATION

TOP OF RIM ELEVATION AT STRUCTURE HIGH POINT GRADE ELEVATION

PROPOSED GRADE SLOPE LIMIT OF DISTURBANCE PROPOSED SWALE

#### **GRADING KEYNOTES**

1 LIMITS OF LAND DISTURBANCE

2 PROVIDE 2.00% MAXIMUM CROSS SLOPE

(3) PROVIDE SWALE - SEE SLOPE AND ELEVATIONS THIS SHEET

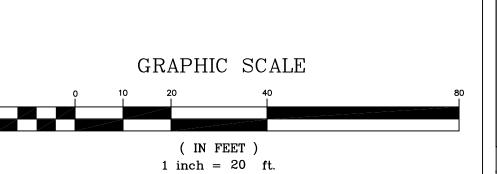
4 MATCH EXISTING GRADES

#### **GRADING INFORMATION**

LIMITS OF DISTURBANCE = 49,166 SF / 1.13 AC

#### **GENERAL GRADING NOTES**

- CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN THE CLOSE PROXIMITY OF THE ABOVE-NOTED WIRES, THE ELECTRIC COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD AND UNDERGROUND WIRES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION.
- 2. THE OWNER AND ENGINEER DO NOT ASSUME RESPONSIBILITY FOR THE POSSIBILITY THAT, DURING CONSTRUCTION, UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT ACTUAL LOCATIONS OF THOSE SHOWN MAY BE DIFFERENT FROM LOCATIONS DESIGNATED ON THE CONTRACT DRAWINGS. IN AREAS WHERE IT IS NECESSARY THAT EXACT LOCATIONS BE KNOWN OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH ALL LABOR AND TOOLS NECESSARY TO EITHER VERIFY AND SUBSTANTIATE OR DEFINITELY ESTABLISH THE POSITION OF UNDERGROUND UTILITY LINES.
- 3. AT LOCATIONS WHERE UTILITY LINES OR SERVICES ARE UNDERNEATH PROPOSED PAVEMENT, THE TRENCH SHALL BE BACKFILLED TO SUBGRADE WITH CRUSHED STONE.
- 4. DEVELOPER IS TO SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE CONTRACTOR, THE DEVELOPER'S ENGINEER, THE COUNTIES REPRESENTATIVE AND THE COUNTIES ENGINEER.
- 5. DO NOT SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO
- 6. REMOVE ALL FOUNDATIONS, UNDERGROUND TANKS, PAVING, BASE ETC. IF REMAINING, BEFORE BEGINNING CONSTRUCTION.
- 7. FILL ALL PLANTERS/ISLANDS TO TOP OF CONCRETE CURB WITH TOPSOIL. TOPSOIL TO BE CLEAN AND FREE OF DEBRIS, ETC.
- 8. THESE PLANS, PREPARED BY CIVIL ENGINEERING SERVICES, DO NOT EXTEND TO OR INCLUDE SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES. AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF CIVIL ENGINEERING SERVICES REGISTERED PROFESSIONAL ENGINEER HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED INTO THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS WHICH MAY BE REQUIRED BY U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND/OR LOCAL REGULATIONS.
- IN THE CASE OF CONFLICT BETWEEN THIS DRAWING AND ANY OTHER DRAWING AND/OR THE SPECIFICATIONS, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR





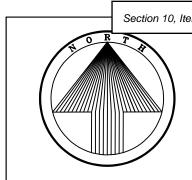
## Civil Engineering Services

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Engineering, Environmental, Land Planning

Section 10, Item C)



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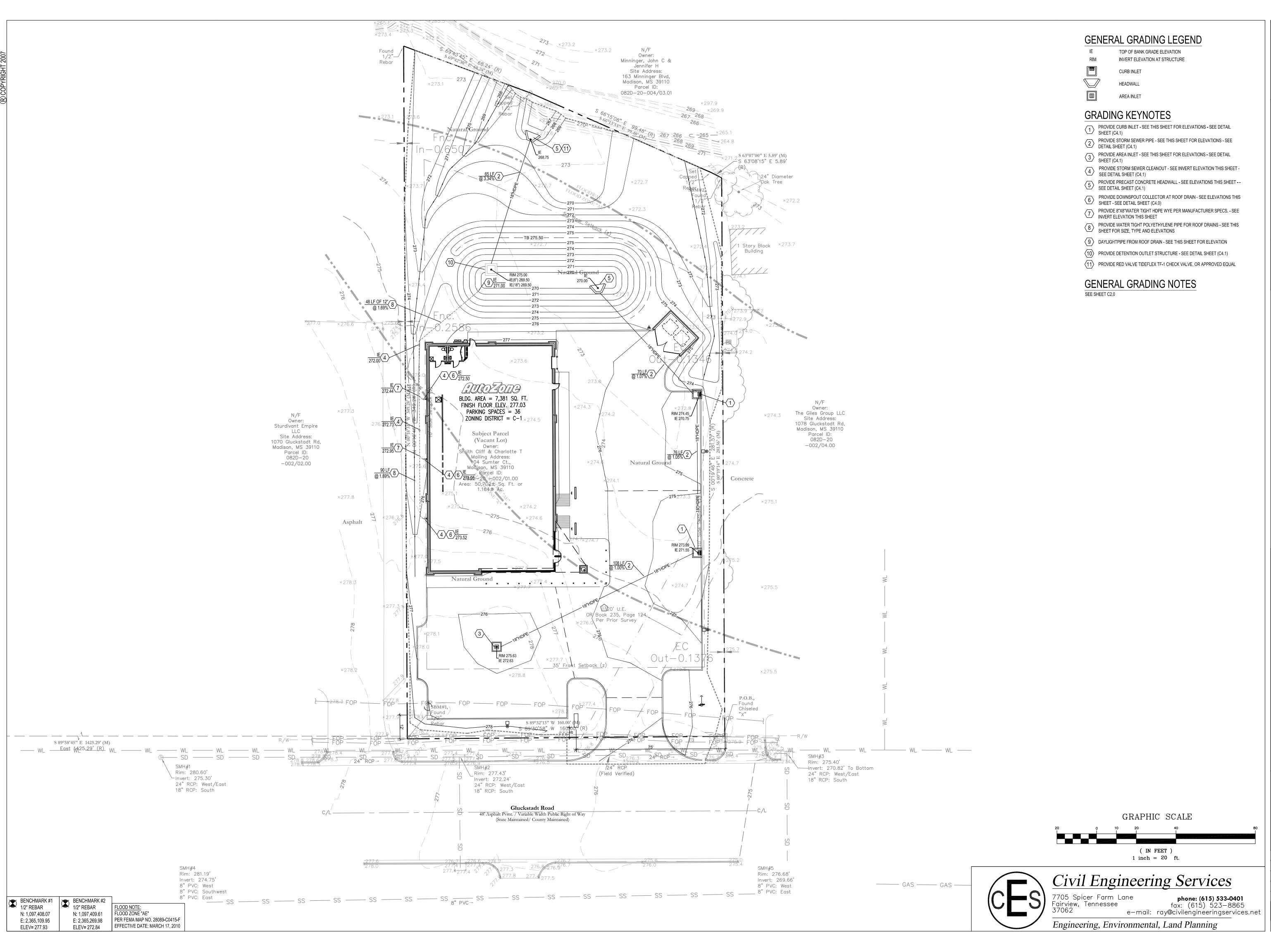
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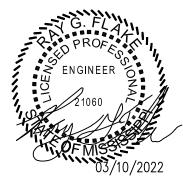
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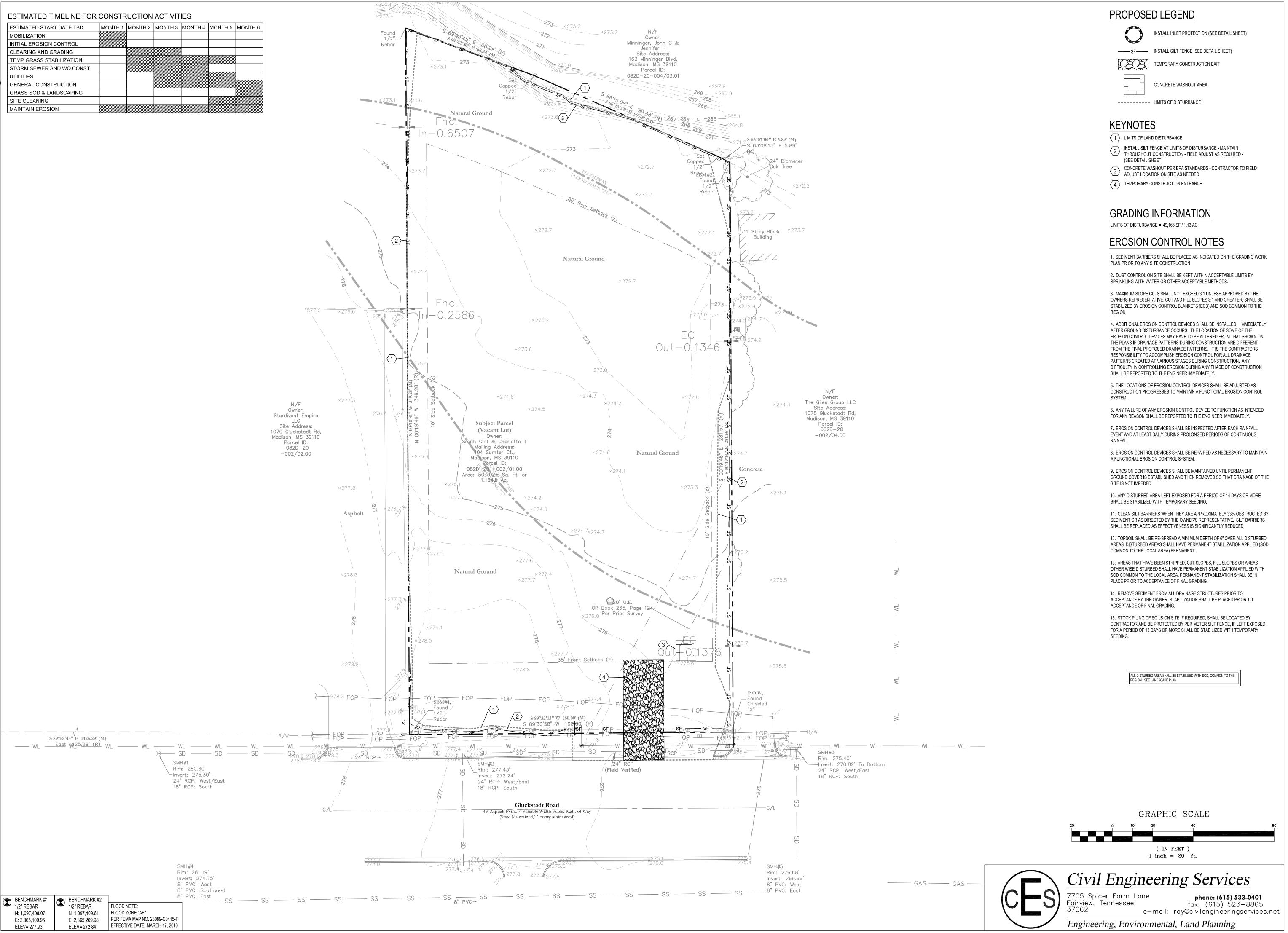
uth Front Street, 3rd Floor his, Tennessee 38103 901) 495-8994 FAX: (90

Memphis, Ten TEL: (901) 495 TEL: (901) 495 For Bidding & Dodge Data &



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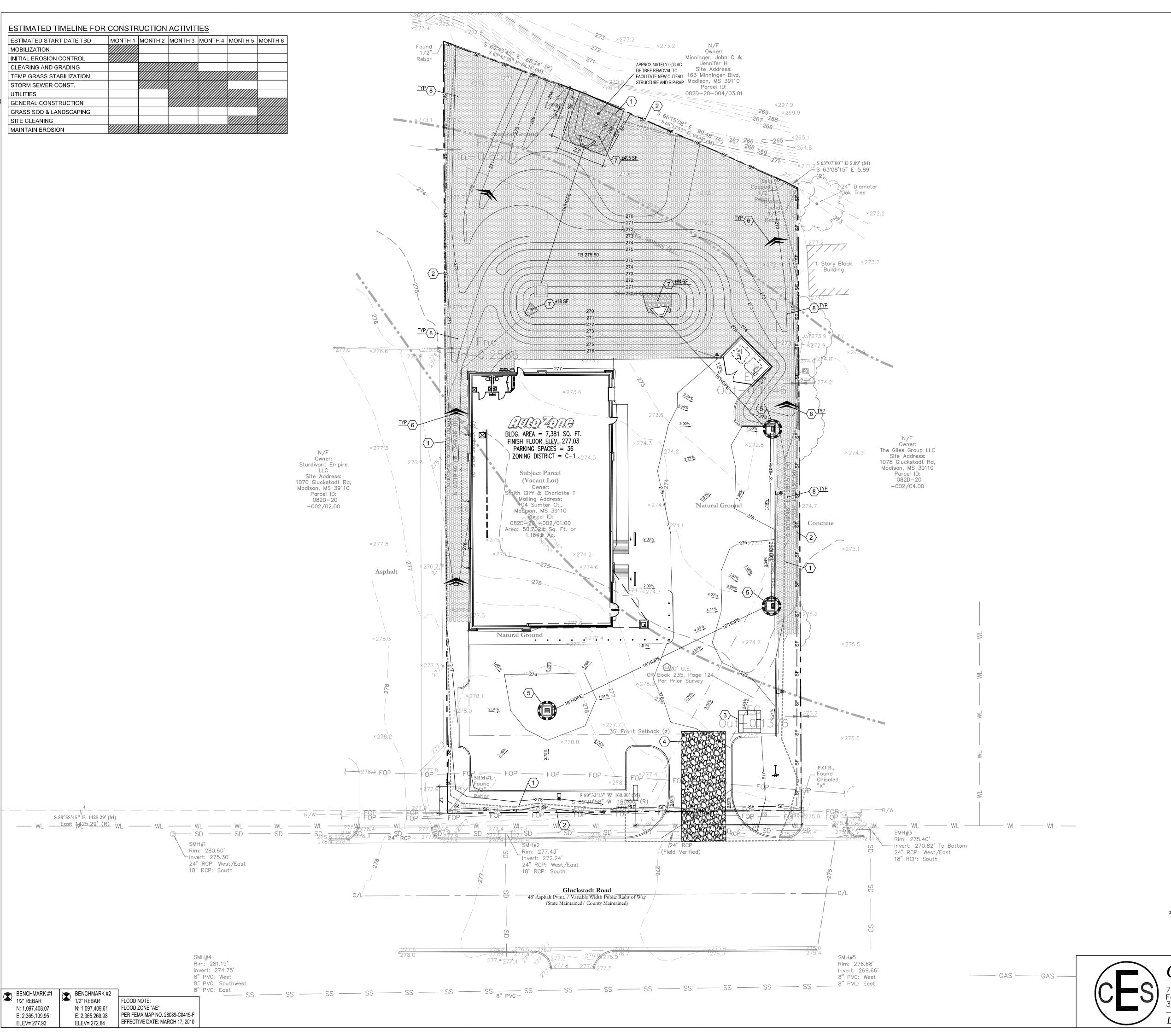
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INSTALL INLET PROTECTION (SEE DETAIL SHEET)



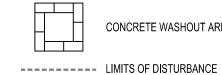


SF INSTALL SILT FENCE (SEE DETAIL SHEET)

CONCRETE WASHOUT AREA



TEMPORARY CONSTRUCTION EXIT







EROSION CONTROL BLANKET

#### **KEYNOTES**

(1) LIMITS OF LAND DISTURBANCE

(SEE DETAIL SHEET)

- 2 INSTALL SILT FENCE AT LIMITS OF DISTURBANCE MAINTAIN THROUGHOUT CONSTRUCTION FIELD ADJUST AS REQUIRED -
- CONCRETE WASHOUT PER EPA STANDARDS CONTRACTOR TO FIELD ADJUST LOCATION ON SITE AS NEEDED
- 4 TEMPORARY CONSTRUCTION ENTRANCE
- 5 INSTALL INLET PROTECTION OR APPROVED EQUAL (SEE DETAIL SHEET)
- 6 INSTALL CHECK DAM OR APPROVED EQUAL (SEE DETAIL SHEET)
- 7 RIP-RAP PROTECTION OR APPROVED EQUAL (SEE DETAIL SHEET)
- (8) INSTALL TEMPORARY / PERMANENT SOD STABLIZATION (SEE DETAIL SHEET)

#### GRADING INFORMATION

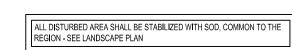
LIMITS OF DISTURBANCE = 49,166 SF / 1.13 AC

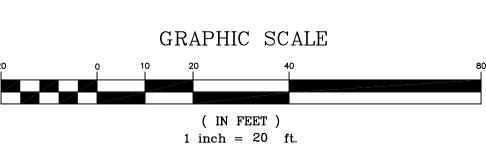
#### **EROSION CONTROL NOTES**

- 1. SEDIMENT BARRIERS SHALL BE PLACED AS INDICATED ON THE GRADING WORK. PLAN PRIOR TO ANY SITE CONSTRUCTION
- 2. DUST CONTROL ON SITE SHALL BE KEPT WITHIN ACCEPTABLE LIMITS BY SPRINKLING WITH WATER OR OTHER ACCEPTABLE METHODS.
- 3. MAXIMUM SLOPE CUTS SHALL NOT EXCEED 3:1 UNLESS APPROVED BY THE OWNERS REPRESENTATIVE. CUT AND FILL SLOPES 3:1 AND GREATER, SHALL BE STABILIZED BY EROSION CONTROL BLANKETS (ECB) AND SOD COMMON TO THE REGION.
- 4. ADDITIONAL EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTORS RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- 5. THE LOCATIONS OF EROSION CONTROL DEVICES SHALL BE ADJUSTED AS CONSTRUCTION PROGRESSES TO MAINTAIN A FUNCTIONAL EROSION CONTROL
- 6. ANY FAILURE OF ANY EROSION CONTROL DEVICE TO FUNCTION AS INTENDED FOR ANY REASON SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- 7. EROSION CONTROL DEVICES SHALL BE INSPECTED AFTER EACH RAINFALL EVENT AND AT LEAST DAILY DURING PROLONGED PERIODS OF CONTINUOUS
- 8. EROSION CONTROL DEVICES SHALL BE REPAIRED AS NECESSARY TO MAINTAIN A FUNCTIONAL EROSION CONTROL SYSTEM.
- 9. EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED AND THEN REMOVED SO THAT DRAINAGE OF THE SITE IS NOT IMPEDED.
- 10. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD OF 14 DAYS OR MORE SHALL BE STABILIZED WITH TEMPORARY SEEDING.
- 11. CLEAN SILT BARRIERS WHEN THEY ARE APPROXIMATELY 33% OBSTRUCTED BY SEDIMENT OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. SILT BARRIERS

SHALL BE REPLACED AS EFFECTIVENESS IS SIGNIFICANTLY REDUCED.

- 12. TOPSOIL SHALL BE RE-SPREAD A MINIMUM DEPTH OF 6" OVER ALL DISTURBED AREAS. DISTURBED AREAS SHALL HAVE PERMANENT STABILIZATION APPLIED (SOD COMMON TO THE LOCAL AREA) PERMANENT.
- 13. AREAS THAT HAVE BEEN STRIPPED, CUT SLOPES, FILL SLOPES OR AREAS OTHER WISE DISTURBED SHALL HAVE PERMANENT STABILIZATION APPLIED WITH SOD COMMON TO THE LOCAL AREA. PERMANENT STABILIZATION SHALL BE IN PLACE PRIOR TO ACCEPTANCE OF FINAL GRADING.
- 14. REMOVE SEDIMENT FROM ALL DRAINAGE STRUCTURES PRIOR TO ACCEPTANCE BY THE OWNER. STABILIZATION SHALL BE PLACED PRIOR TO ACCEPTANCE OF FINAL GRADING.
- 15. STOCK PILING OF SOILS ON SITE IF REQUIRED, SHALL BE LOCATED BY CONTRACTOR AND BE PROTECTED BY PERIMETER SILT FENCE, IF LEFT EXPOSED FOR A PERIOD OF 13 DAYS OR MORE SHALL BE STABILIZED WITH TEMPORARY





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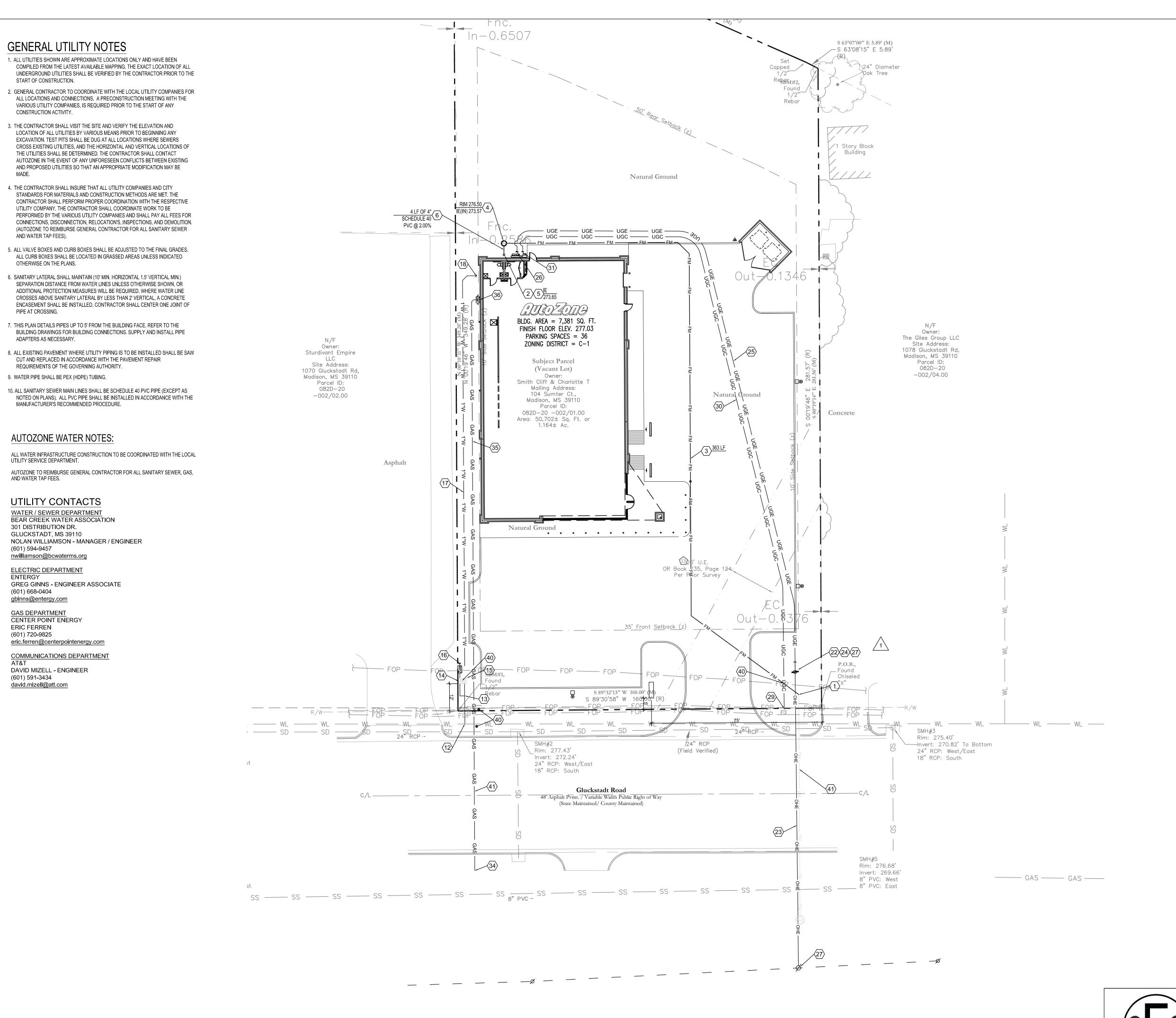
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engineer

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LOW PRESSURE FORCE MAIN FOR SANITARY SEWER SERVICE PER LOCAL SERVICE PROVIDER SPECS.

WATER LINE PER LOCAL UTILITY CO SPECS.

WATER LINE PER LOCAL UTILITY CO SPECS.

GAS LINE PER LOCAL UTILITY CO SPECS.

UNDERGROUND ELECTRIC SERVICE PER LOCAL

UTILITY CO SPECS.

UNDERGROUND TELEPHONE AND COMMUNICATIONS SERVICE PER LOCAL UTILITY CO SPECS.

RPBP BACK FLOW PREVENTER PER LOCAL UTILITY CO SPECS.

WM WATER METER PER LOCAL UTILITY CO SPECS.

#### PROPOSED UTILITY BLOCK NOTES

#### SANITARY SEWER SERVICE:

TIE TO EXISTING FORCE MAIN STUB PER SERVICE PROVIDER SPECS - COORDINATE WITH SERVICE PROVIDER PRIOR TO ANY WORK DONE

- SANITARY SEWER SERVICE ENTRY TO BUILDING SEE ELEVATION THIS SHEET SEE PLUMBING PLANS FOR CONTINUATION AND POINT OF ENTRY
- install schedule 40 PVC Low Pressure Force Main for Sanitary sewer service per local service provider specs.
- INSTALL 1HP EONE SIMPLEX GRINDER PUMP STATION WITH 24"X72" TANK WITH FIBERGLASS LID OR APPROVED EQUAL SEE DETAIL SHEET
- install sanitary sewer cleanout per local service provider specs.

   see size, type and slope this sheet see detail sheet
- 6 INSTALL SCHEDULE 40 PVC SANITARY SEWER LINE, PER LOCAL SERVICE PROVIDER SPECS. SEE SIZE AND SLOPE THIS SHEET

#### WATER SERVICE:

- TIE TO EXISTING WATER METERS PER SERVICE PROVIDER SPECS COORDINATE WITH SERVICE PROVIDER PRIOR TO ANY WORK DONE
- EXISTING 1.5" WATERLINE AND 1.5" TEE WITH 3/4" REDUCER FOR DOMESTIC SERVICE AND 1" REDUCER FOR IRRIGATION SERVICE

WITH SERVICE PROVIDER PRIOR TO ANY WORK DONE - FIELD VERIFY LOCATION

- AND 1" REDUCER FOR IRRIGATION SERVICE

  EXISTING 1" METER AND VALVE PROVIDE ABOVE GROUND RPBP AND ENCLOSURE FOR IRRIGATION SERVICE PER LOCAL SERVICE PROVIDER SPECS. COORDINATE
- EXISTING 3/4" METER AND VALVE FOR DOMESTIC WATER SERVICE PER LOCAL SERVICE PROVIDER SPECS. COORDINATE WITH SERVICE PROVIDER PRIOR TO
- ANY WORK DONE FIELD VERIFY LOCATION AND SIZES

  (16) STUB OUT 1" SCH 40 PVC LINE FOR IRRIGATION
- PROVIDE DOMESTIC WATER SERVICE LINE INSTALL 1" CLASS 200, DR9 HDPE PIPE (POLYPIPE PW-PE3408/PE3608 OR APPROVED EQUAL) COORDINATE WITH SERVICE PROVIDER PRIOR TO ANY WORK DONE
- DOMESTIC WATER SERVICE ENTRY WITH INTERNAL 1" RPBP PER CITY SPECS. SEE PLUMBING PLANS

#### ELECTRIC SERVICE:

- CONNECTION TO EXISTING ELECTRICAL SERVICE PER LOCAL SERVICE PROVIDER SPECS. G.C. TO COORDINATE WITH LOCAL SERVICE PROVIDER PRIOR TO ANY WORK DONE
- PROVIDE PRIMARY OVERHEAD ELECTRICAL PER LOCAL SERVICE PROVIDER SPECS.
   COORDINATE WITH LOCAL SERVICE PROVIDER PRIOR TO ANY WORK DONE
- PROVIDE POLE MOUNTED TRANSFORMER COORDINATE WITH LOCAL SERVICE PROVIDER PRIOR TO ANY WORK DONE
- PROVIDE SECONDARY UNDERGROUND ELECTRIC PER LOCAL SERVICE PROVIDER SPECS. COORDINATE WITH LOCAL SERVICE PROVIDE PRIOR TO ANY WORK DONE SEE ELECTRICAL PLANS FOR CONDUIT SIZE AND CONNECTION POINT INTO THE BUILDING.
- ELECTRIC SERVICE POINT OF ENTRY INTO BUILDING SEE ELECTRICAL PLANS FOR CONDUIT SIZE AND CONNECTION POINT INTO THE BUILDING.
- PROVIDE SERVICE POLE WITH GUY WIRE(S) PER LOCAL SERVICE PROVIDER SPECS.
   COORDINATE WITH LOCAL SERVICE PROVIDER PRIOR TO ANY WORK DONE

  COMMUNICATIONS SERVICE:
- POINT OF CONNECTION FOR TELEPHONE / COMMUNICATIONS SERVICE PER SERVICE PROVIDER SPECS. COORDINATE WITH SERVICE PROVIDER PRIOR TO ANY WORK DONE
- PROVIDE UNDERGROUND TELEPHONE / COMMUNICATIONS PER LOCAL SERVICE PROVIDER REQUIREMENTS COORDINATE WITH LOCAL SERVICE PROVIDERS PRIOR TO ANY WORK DONE SEE M.E.P. PLANS FOR DEMANDS, SIZE, AND CONNECTION POINT INTO THE BUILDING.

  UNDERGROUND TELEPHONE / COMMUNICATIONS POINT INTO THE BUILDING -
- COORDINATE WITH ELECTRIC SERVICE PROVIDER PRIOR TO ANY WORK DONE
   SEE M.E.P. PLANS FOR DEMANDS, SIZE, AND CONNECTION POINT INTO THE
  BUILDING PROVIDE BOLLARD SEE PLAN SEE DETAIL

#### GAS SERVICE:

- SERVICE PROVIDER TO TIE TO EXISTING GAS LINE PER LOCAL SERVICE PROVIDER REQUIREMENTS COORDINATE WITH LOCAL SERVICE PROVIDER PRIOR TO ANY WORK DONE
- GAS SERVICE PER LOCAL SERVICE PROVIDER SPECS. COORDINATE WITH SERVICE PROVIDER PRIOR TO ANY WORK DONE
- GAS METER AND SERVICE POINT INTO THE BUILDING COORDINATE WITH ELECTRIC SERVICE PROVIDER PRIOR TO ANY WORK DONE SEE M.E.P. PLANS

### FOR DEMANDS, SIZE, AND CONNECTION POINT INTO THE BUILDING ADDITIONAL KEY NOTES:

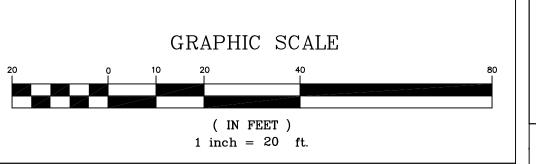
- UTILITY CROSSING PER SERVICE PROVIDER SPECS. COORDINATE WITH SERVICE PROVIDERS PRIOR TO ANY WORK DONE
- EXISTING SANITARY SEWER FORCEMAIN STUB FIELD VERIFY EXACT LOCATION PRIOR TO ANY WORK DONE COORDINATE WITH SERVICE PROVIDER PRIOR TO ANY WORK DONE

#### NOTE:

PROVIDE (2) 4" PVC CONDUITS UNDER DRIVES TO ALL LANDSCAPED AREAS.
PROVIDE 2' COVER AND CAP OFF. MARK STUB OUT WITH FLAG/MARKER.

ALL LANDSCAPED AREAS TO BE IRRIGATED (IRRIGATION PLAN TO BE SUBBED OUT THRU G.C.) - SEE LANDSCAPE DRAWINGS FOR PLANTINGS AND DETAILS

SEE M.E.P. PLANS FOR ALL UTILITY SERVICE ENTRIES. LOCATIONS SHOW ARE APPROXIMATE.



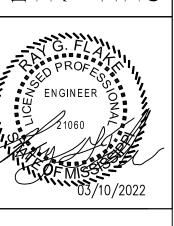


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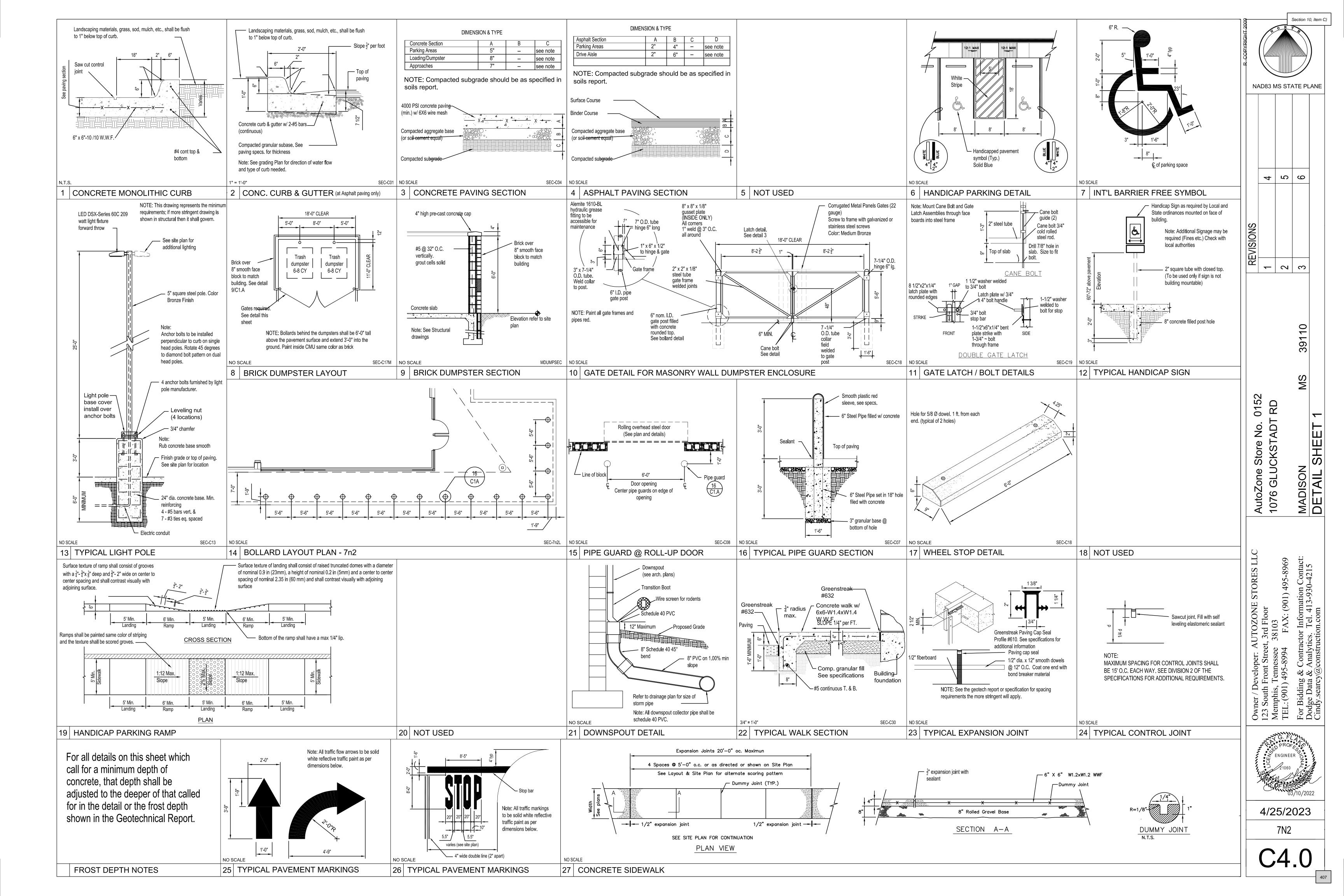
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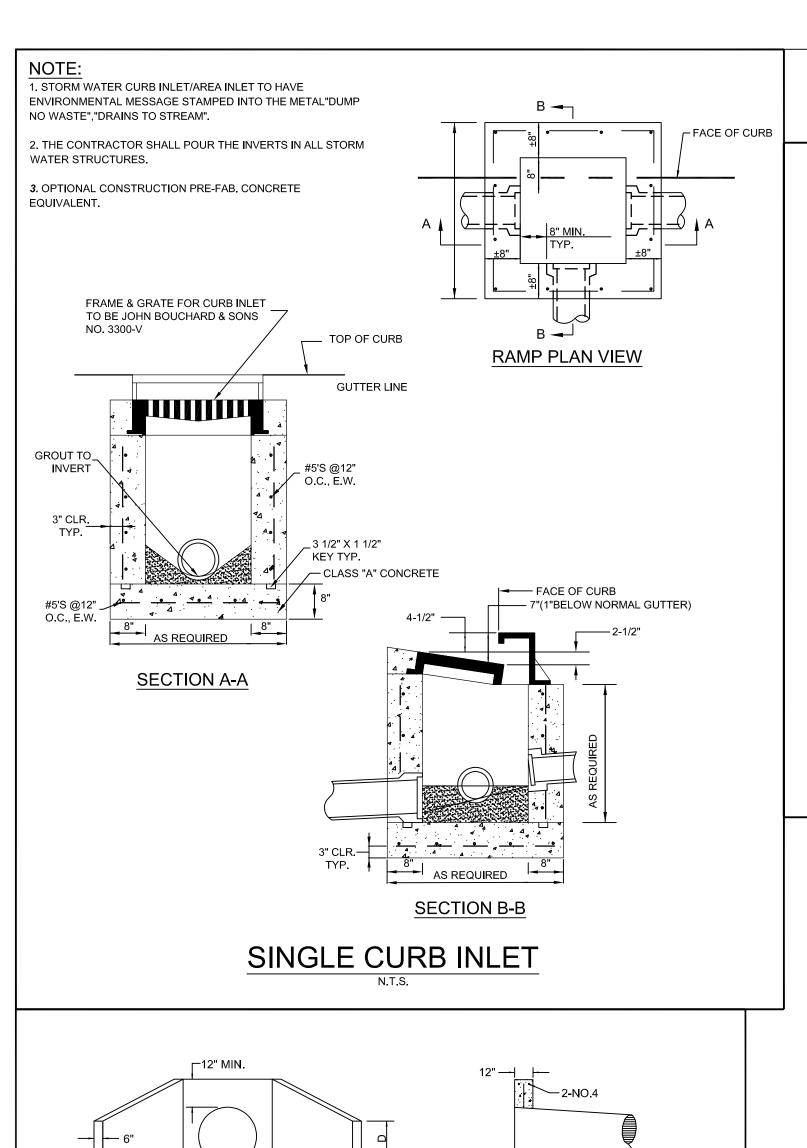
N: 1,097,408.07 N: 1,097,409.61 FLOOD ZONE "AE"
E: 2,365,109.95 E: 2,365,269.98 PER FEMA MAP NO. 28089-C0415-F EFFECTIVE DATE: MARCH 17, 2010

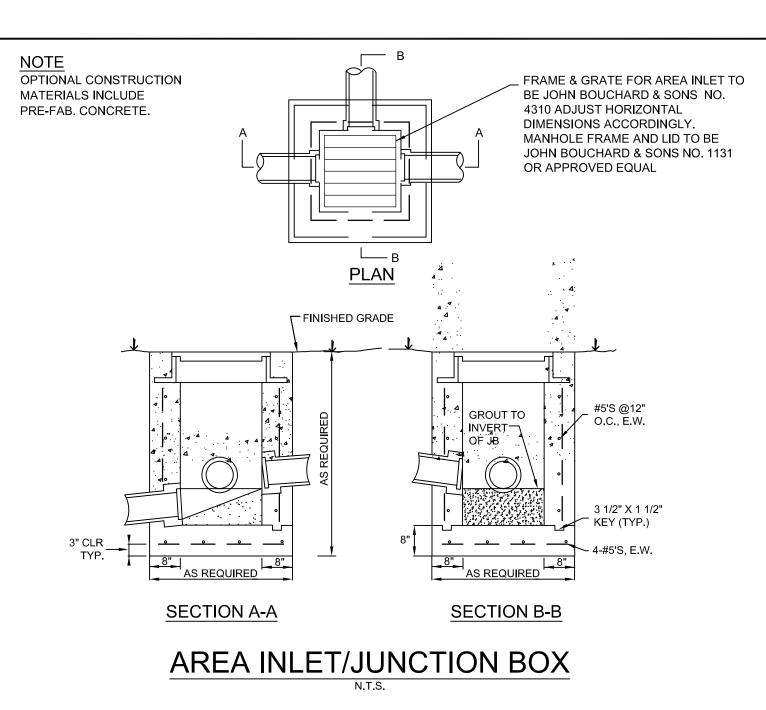
BENCHMARK #1
1/2" REBAR

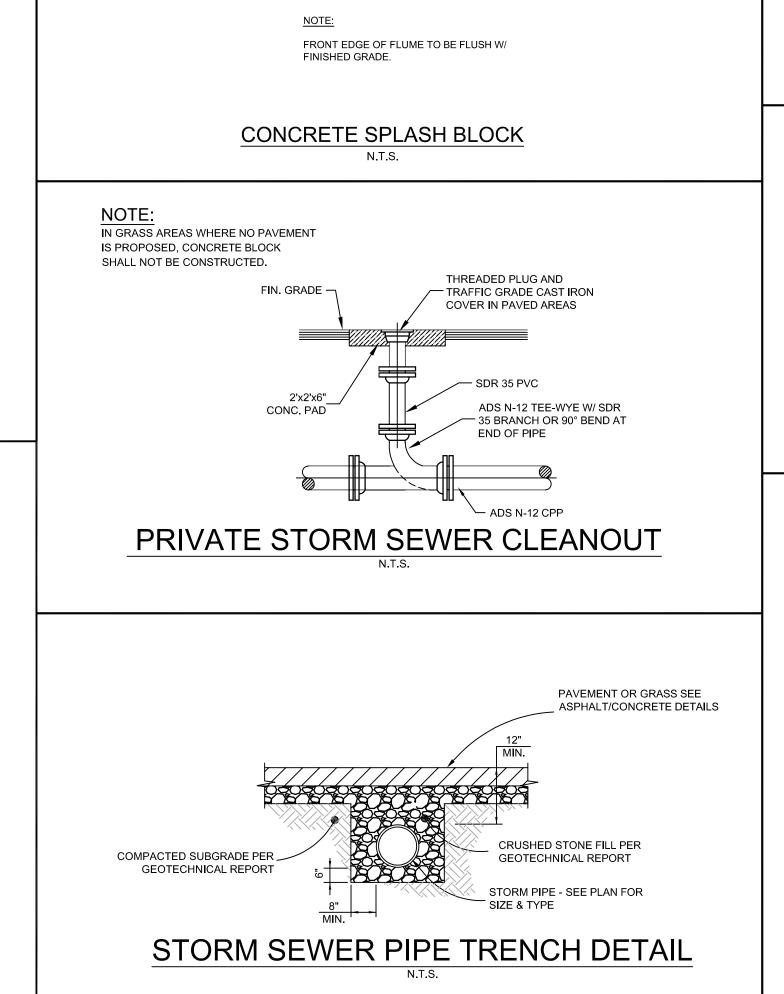
BENCHMARK #2
1/2" REBAR

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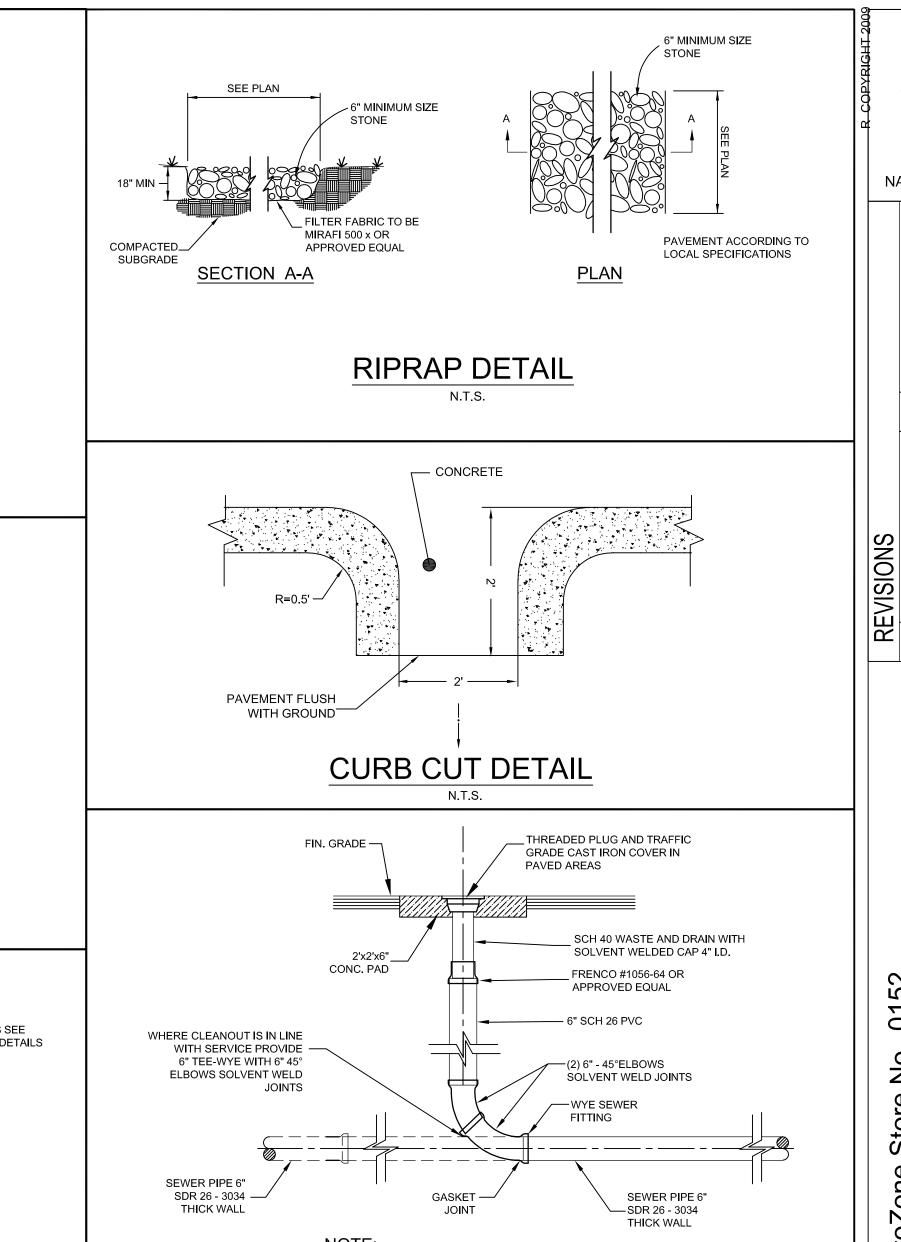
FINISHED

GRADE

DOWNSPOUT SEE ARCH.

USE TYPICAL PRECAST

CONCRETE SPALSH BLOCK

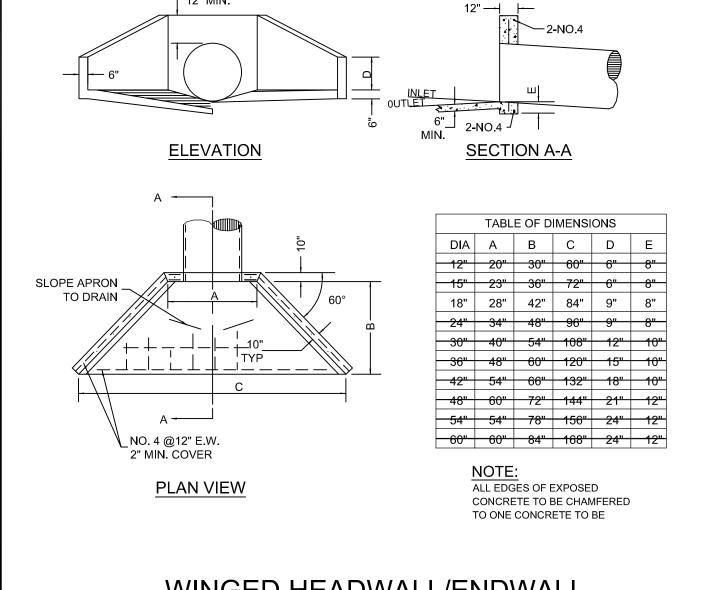


IN GRASS AREAS WHERE NO PAVEMENT IS

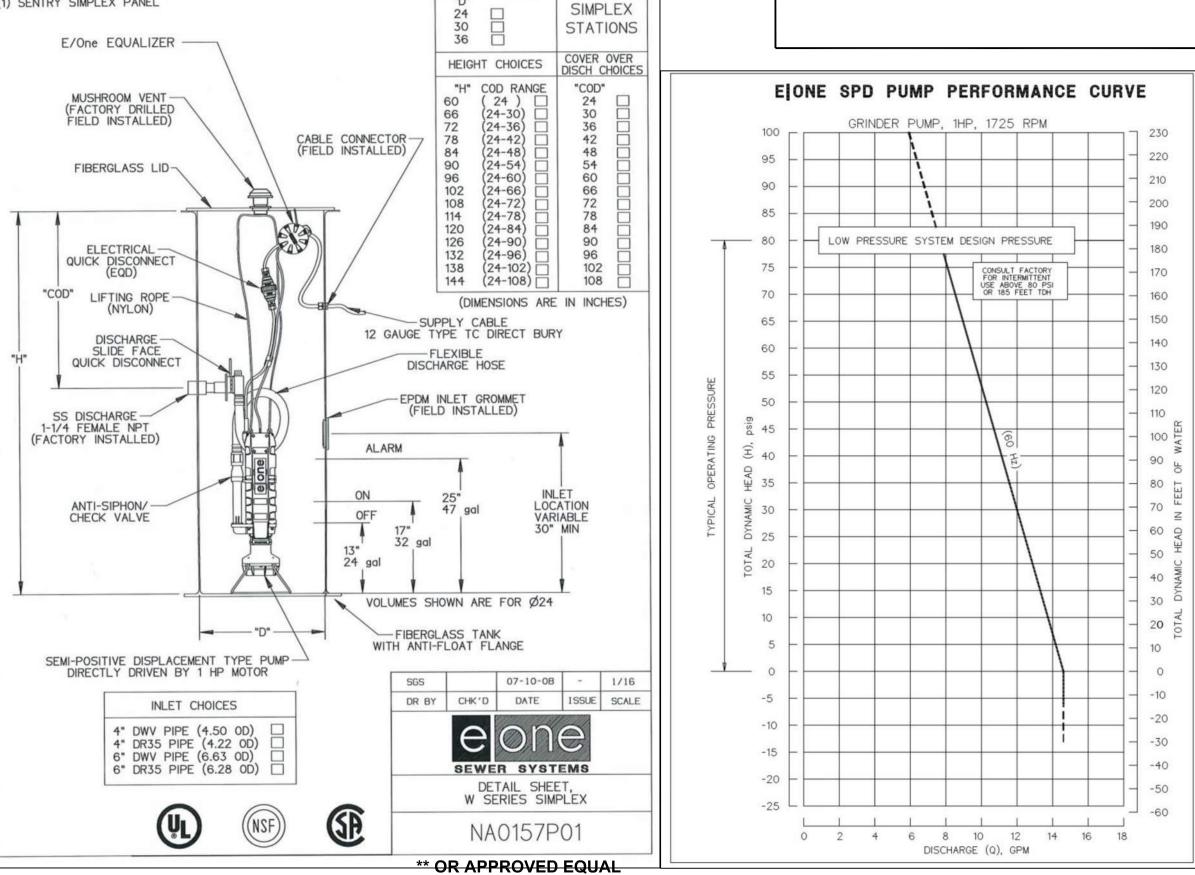
PROPOSED, CONCRETE PAD SHALL NOT BE

PRIVATE SANITARY SEWER CLEANOUT

CONSTRUCTED.



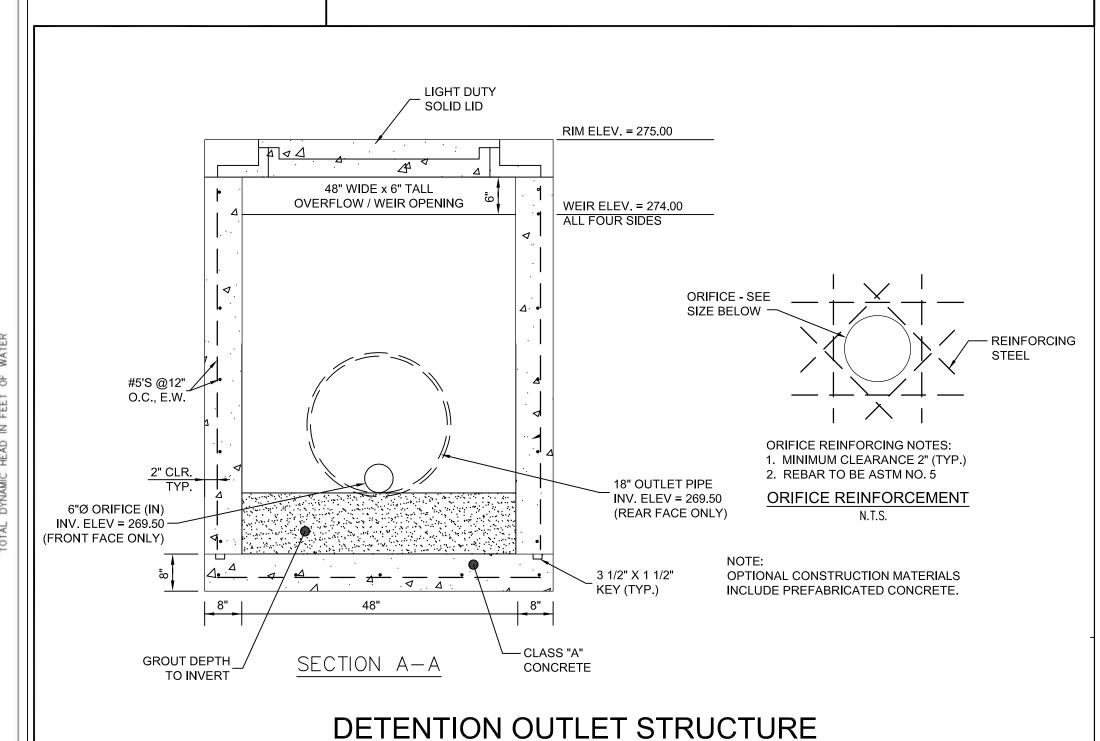
WINGED HEADWALL/ENDWALL



W SERIES

DIAMETER CHOICES

STATION TO BE USED WITH (1) SENTRY SIMPLEX PANEL



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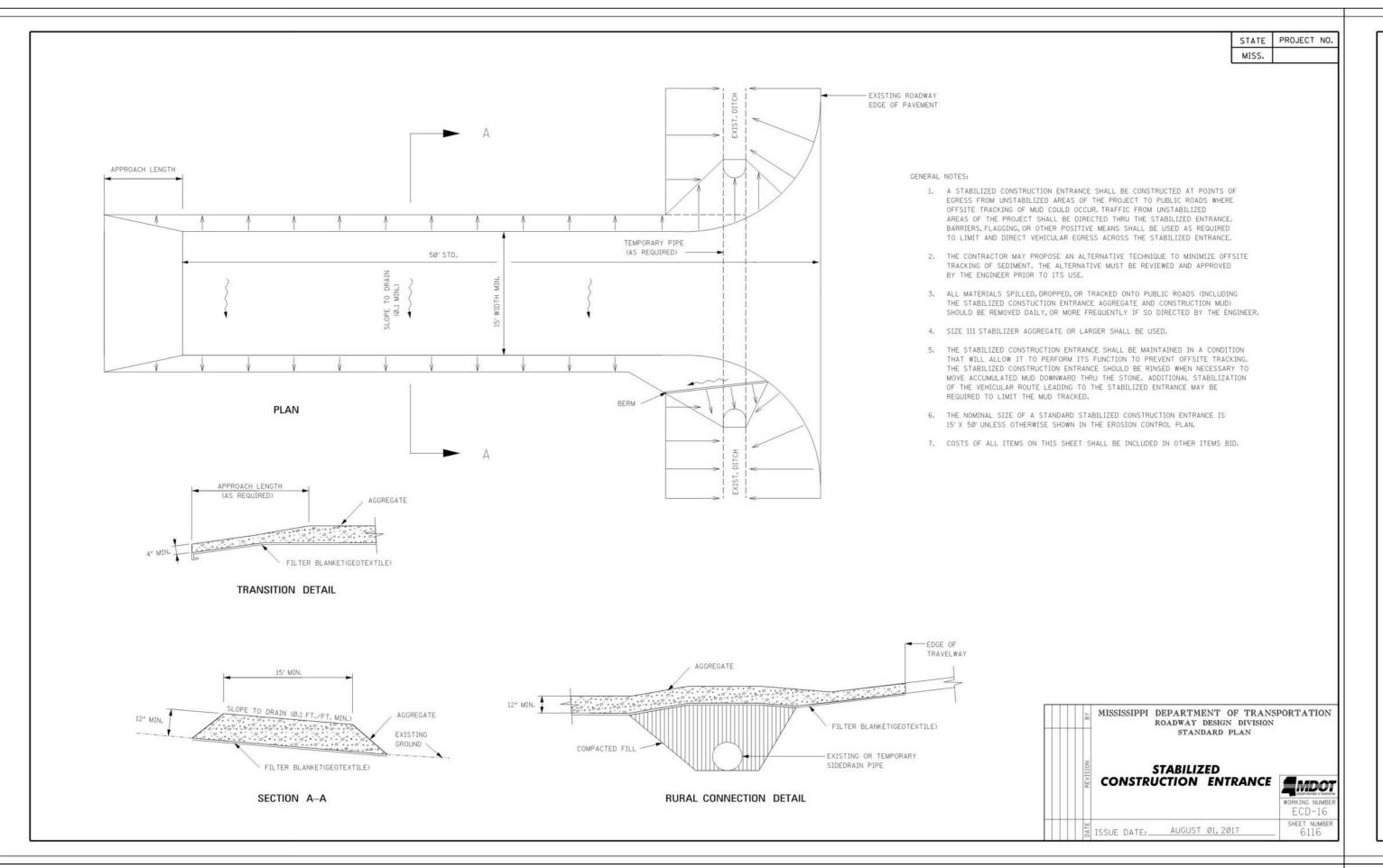
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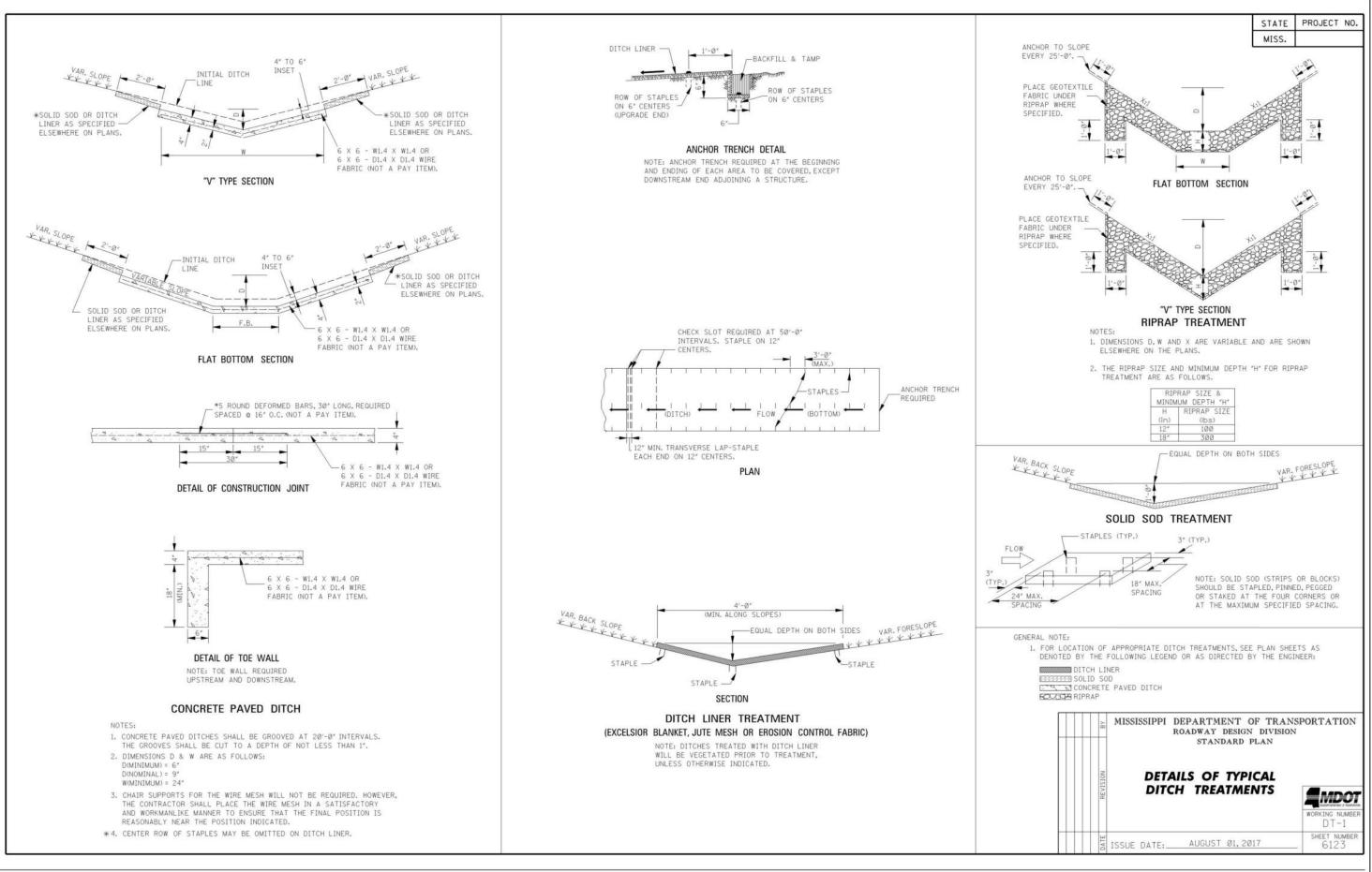
r Information Contact: Tel. 413-930-4215 on.com

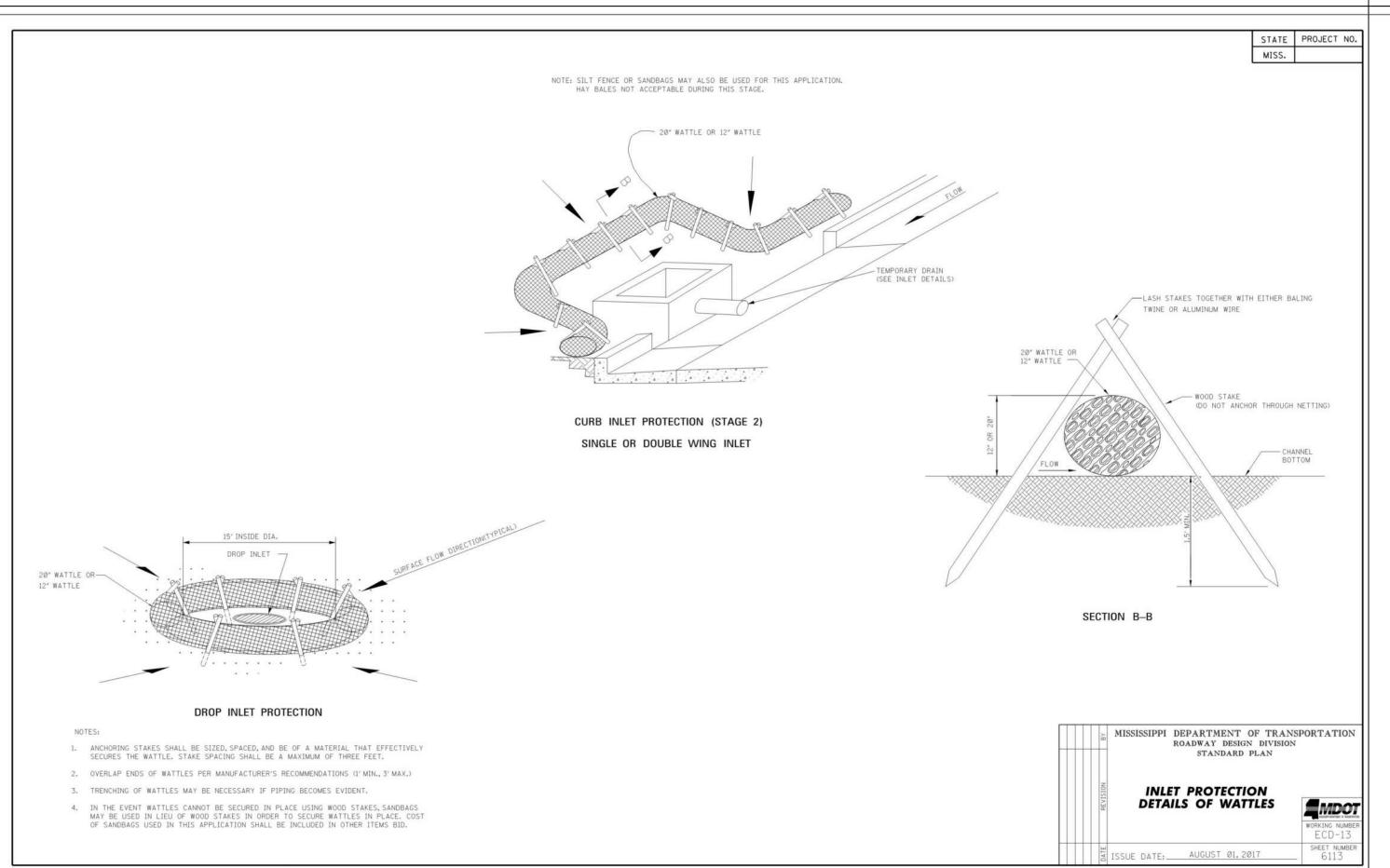
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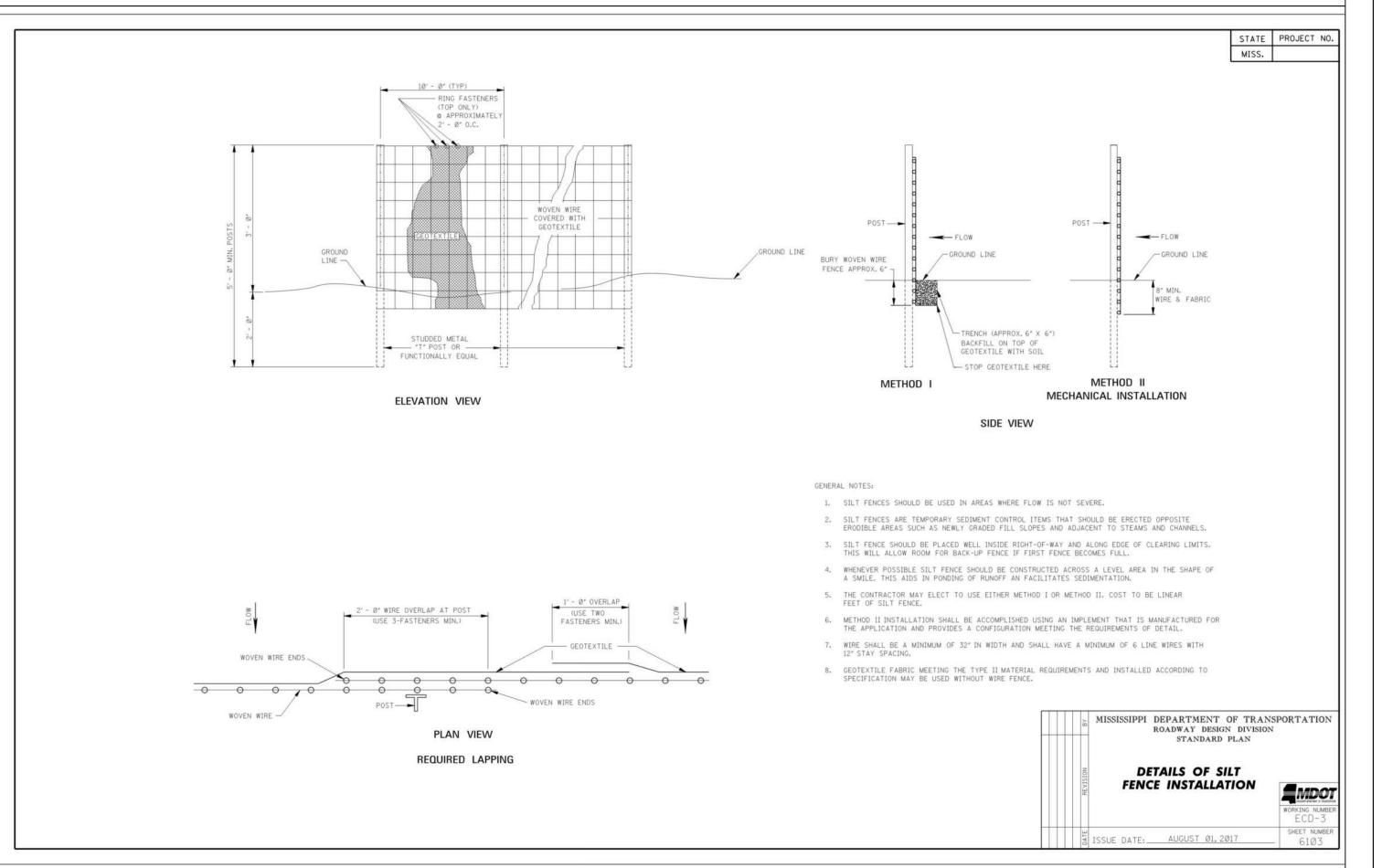
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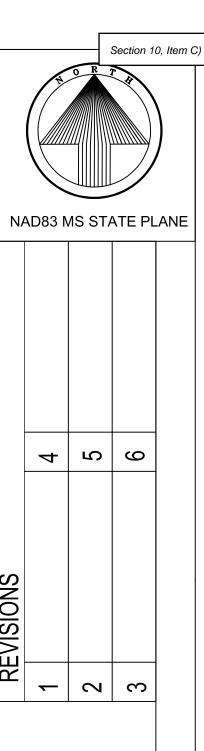
AutoZo 1076 C











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Store CKST,

AutoZone 1076 GLU



ormation Contact: 413-930-4215

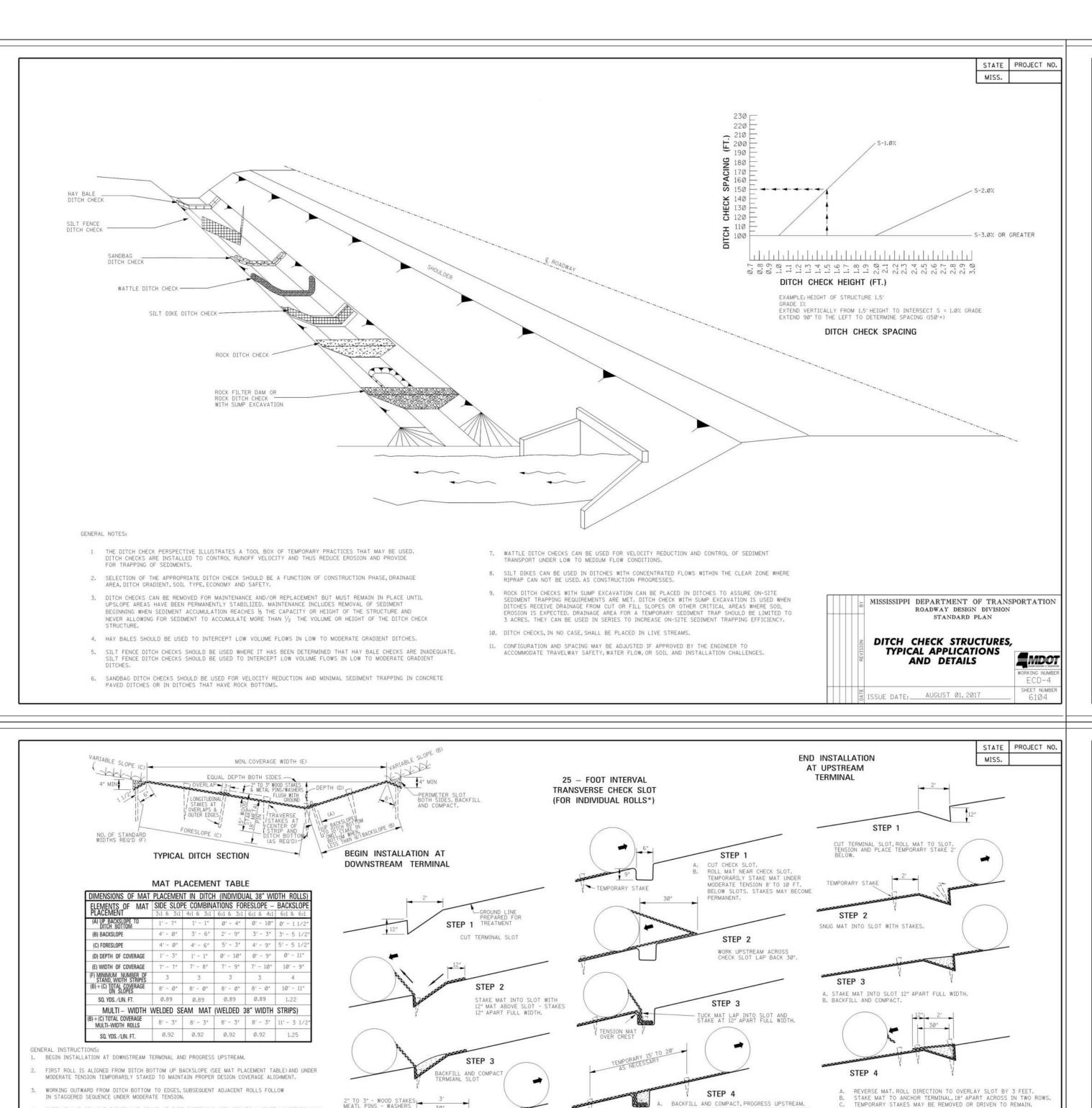
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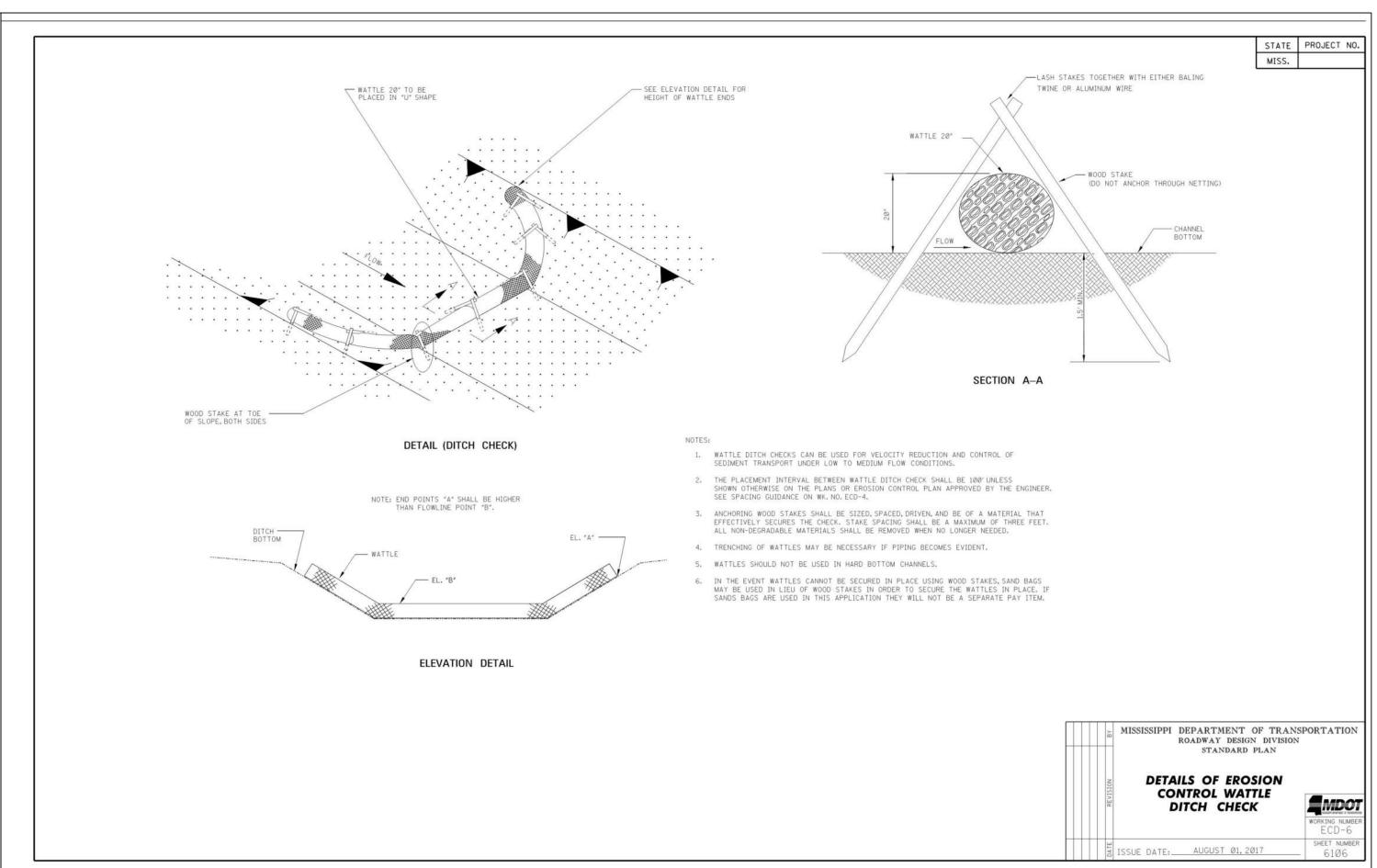
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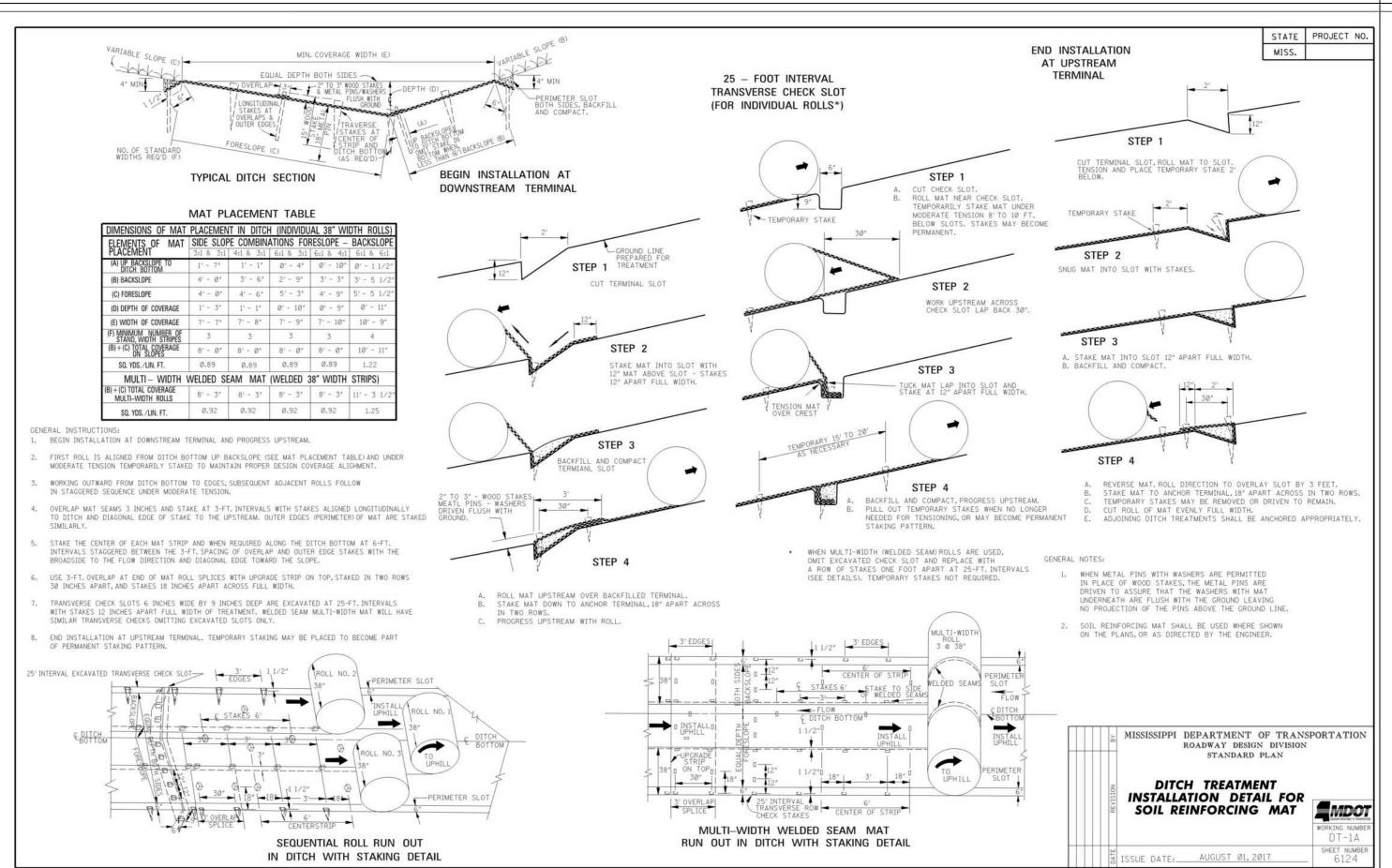
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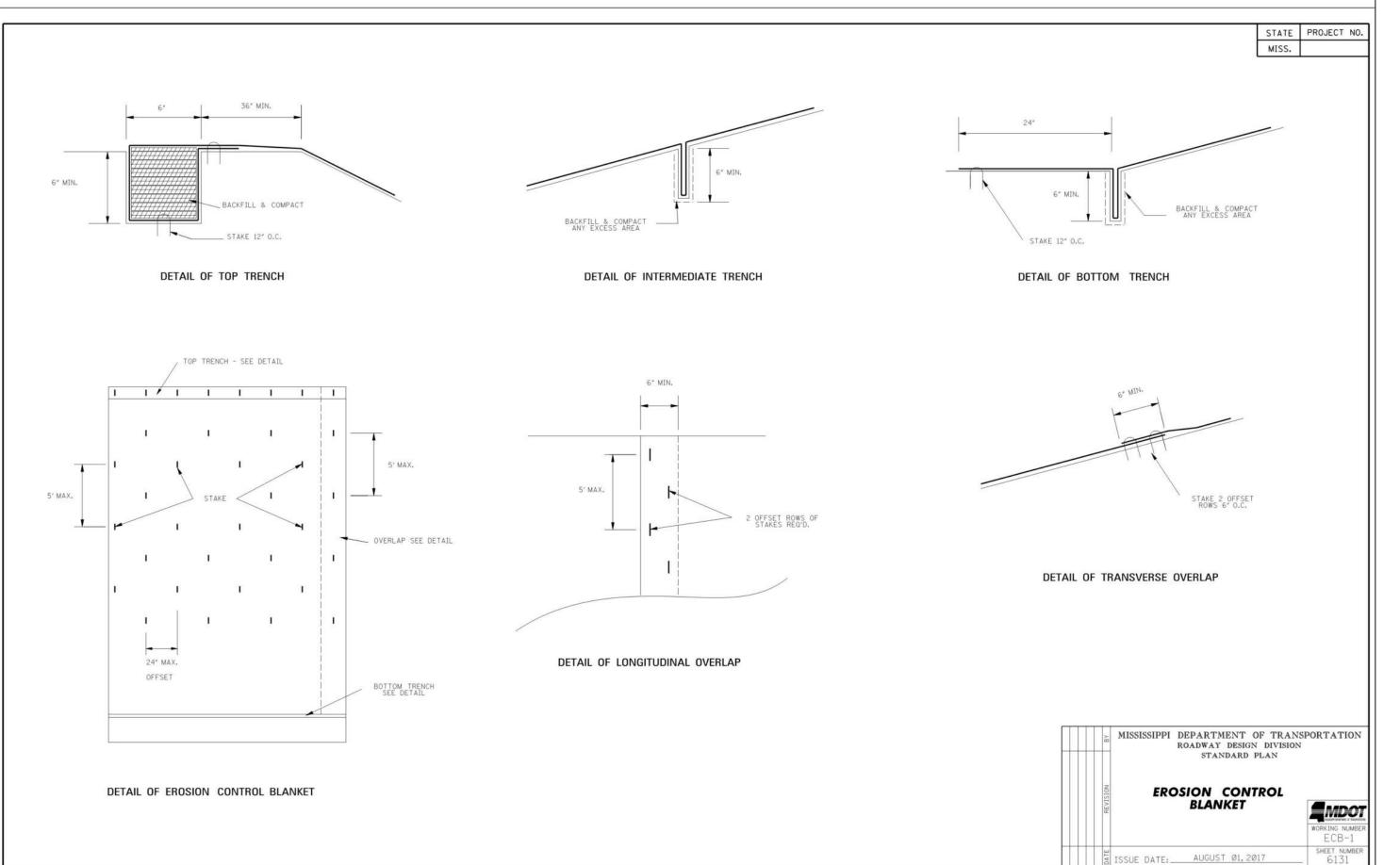
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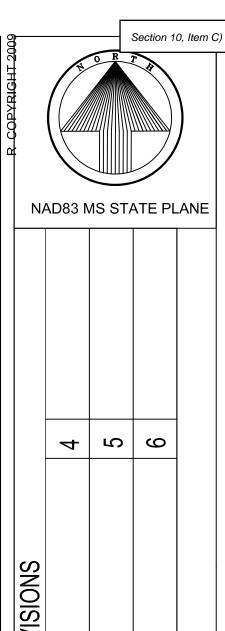
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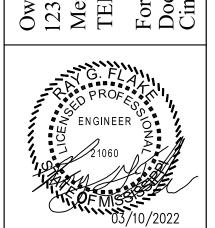
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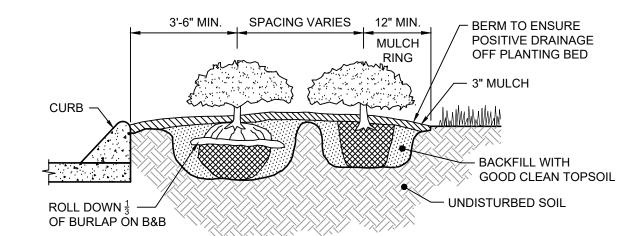
IADISON ETAIL AutoZo 1076 C ormation Contact: 413-930-4215 X:(901)



4/25/2023

#### **LANDSCAPE NOTES:**

- 1. WHEN APPLICABLE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING TREES TO REMAIN. NO HEAVY EQUIPMENT SHOULD BE PERMITTED TO OPERATE OR BE STORED, NOR ANY MATERIALS TO BE HANDLED OR STORED, WITHIN THE DRIPLINES OF TREES OUTSIDE THE LIMIT OF GRADING.
- THE QUANTITIES INDICATED ON THE PLANT LIST AND PLAN ARE PROVIDED FOR THE BENEFIT OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY CALCULATIONS AND THE LIABILITY WHICH PERTAINS TO THOSE QUANTITIES AND TO ANY RELATED CONTRACT DOCUMENTS AND/OR PRICE QUOTATIONS. QUESTIONS SHOULD BE DIRECTED TO THE LANDSCAPE ARCHITECT.
- 3. ALL PLANT MATERIALS SHALL COMPLY WITH THE AMERICAN STANDARD FOR NURSERY STOCK: ANSI Z-60.1; LATEST EDITION, FOR SIZE AND QUALITY.
- 4. NO SUBSTITUTIONS AS TO TYPE, SIZE, OR SPACING OF PLANT MATERIALS SPECIFIED ON THIS PLAN MAY BE MADE WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT. KITA LANDSCAPE DESIGN (615) 469-1222.
- 5. THE CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES AND TO PROTECT UTILITIES THAT ARE TO REMAIN. THE CONTRACTOR SHALL REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
- 6. SOD ALL DISTURBED AREAS.
- SOIL USED FOR PLANTING SHALL CONSIST OF (5) PARTS TOPSOIL, (1) PART SAND AND (2) PARTS ORGANIC MATTER, MIXED WITH I POUND OF FERTILIZER PER CUBIC YARD.
   A. SAND SHALL BE CLEAN MASONRY SAND.
  - B. ORGANIC MATTER SHALL BE PEAT MOSS, OR WELL COMPOSTED PINE BARK, OR APPROVED EQUAL AND SHALL BE FINELY GROUND AND FREE OF WEEDS.
    C. ALL FERTILIZER SHALL BE 10-10-10 WITH MINOR ELEMENTS. FERTILIZER SHALL HAVE 40-50% OF ITS TOTAL NITROGEN IN A WATER INSOLUBLE FORM.
- 8. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS AND SOD AREAS PRIOR TO INSTALLATION. TREFLAN OR AN APPROVED EQUAL SHALL BE USED.
- 9. ALL PLANT BEDS SHALL HAVE A MINIMUM OF 3" DEEP MULCH. MULCH SHALL BE SHREDDED HARDWOOD.
- 10. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO CONFIRM MATERIAL QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN SHALL TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT LIST.
- 11. PRIOR TO FINAL PAYMENT, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH COMPLETE WRITTEN INSTRUCTIONS ON PROPER CARE OF ALL SPECIFIED PLANT MATERIALS.
- 12. THE LANDSCAPE INSTALLATION SHALL BE COORDINATED WITH THE IRRIGATION INSTALLATION WHEN APPLICABLE.
- 13. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES AND TAKE SPECIAL CARE TO INSURE THAT BED PREPARATION DOES NOT INHIBIT DRAINAGE.
- 14. ALL LAWN AREAS SHALL BE CULTIVATED TO A DEPTH OF 4" PRIOR TO SODDING AND SEEDING. PREPARED TURF BEDS SHALL BE FREE FROM STONES OVER 2" DIAMETER, WEEDS AND OTHER DELETERIOUS MATERIAL
- 15. THE LANDSCAPE CONTRACTOR SHALL RAKE SMOOTH ALL SEED OR SOD AREAS PRIOR TO INSTALLATION.
- 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING BEHIND THE CURB SO GRADE IS LEVEL WITH TOP OF CURB.
- 17. SODDED AREAS SHALL HAVE NO BARE AREAS. SEEDED AREAS SHALL BE CONSIDERED ACCEPTABLE WHEN FULL COVERAGE OF THE PERMANENT TURF GRASS SPECIES IS ESTABLISHED.
- 18. CUT AWAY ROPES OR WIRES FROM B&B PLANTS. PULL BACK BURLAP FROM TOP OF ROOT BALL. DO NOT ALLOW BURLAP TO BE EXPOSED AT SURFACE. TOTALLY REMOVE BURLAP IF IT IS SYNTHETIC.
- 19. IF CONTAINER GROWN PLANTS SHOW SIGNS OF BEING ROOT BOUND, SCORE ROOTS VERTICALLY.
- 20. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
- 21. ALL REPLACEMENTS SHALL BE OF THE SAME TYPE, SIZE, AND QUALITY AS SPECIFIED ON THE PLANT LIST, UNLESS APPROVED OTHERWISE IN WRITING BY THE LANDSCAPE ARCHITECT.
- 22. ANY MATERIAL THAT IS DEEMED TO BE 25% DEAD OR MORE SHALL BE CONSIDERED DEAD, AND MUST BE REPLACED AT NO CHARGE. A TREE IS CONSIDERED DEAD WHEN THE MAIN LEADER HAS DIED BACK, OR MORE THAN 25% OF THE CROWN IS DEAD.
- 23. REPLACEMENTS SHALL BE MADE DURING THE NEXT PLANTING SEASON UNLESS THE LANDSCAPE CONTRACTOR AGREES TO AN EARLIER DATE.
  PLANTING DATES
  - SPRING: MARCH 15 APRIL 15 FALL: OCTOBER 1 - NOVEMBER 30
- 24. THE LANDSCAPE CONTRACTOR WILL NOT BE RESPONSIBLE FOR PLANT MATERIAL THAT HAS BEEN DAMAGED BY VANDALISM, FIRE, RELOCATION, WILDLIFE, THEFT, OR OTHER ACTIVITIES BEYOND THE LANDSCAPE CONTRACTOR'S CONTROL.
- 25. CONTRACTOR TO IRRIGATE ALL NEW LANDSCAPE PLANTINGS AND LAWN AREAS WITH AN AUTOMATED UNDERGROUND IRRIGATION SYSTEM.
- 26. IRRIGATION TO HAVE A SEPARATE METER.
- 27. GENERAL CONTRACTOR TO COORDINATE AND BE RESPONSIBLE FOR WATERING ALL PLANTS AND SEEDED AREAS AFTER PLANTING UNTIL IRRIGATION SYSTEM IS OPERABLE.



SHRUB / GROUND COVER PLANTING
NOT TO SCALE

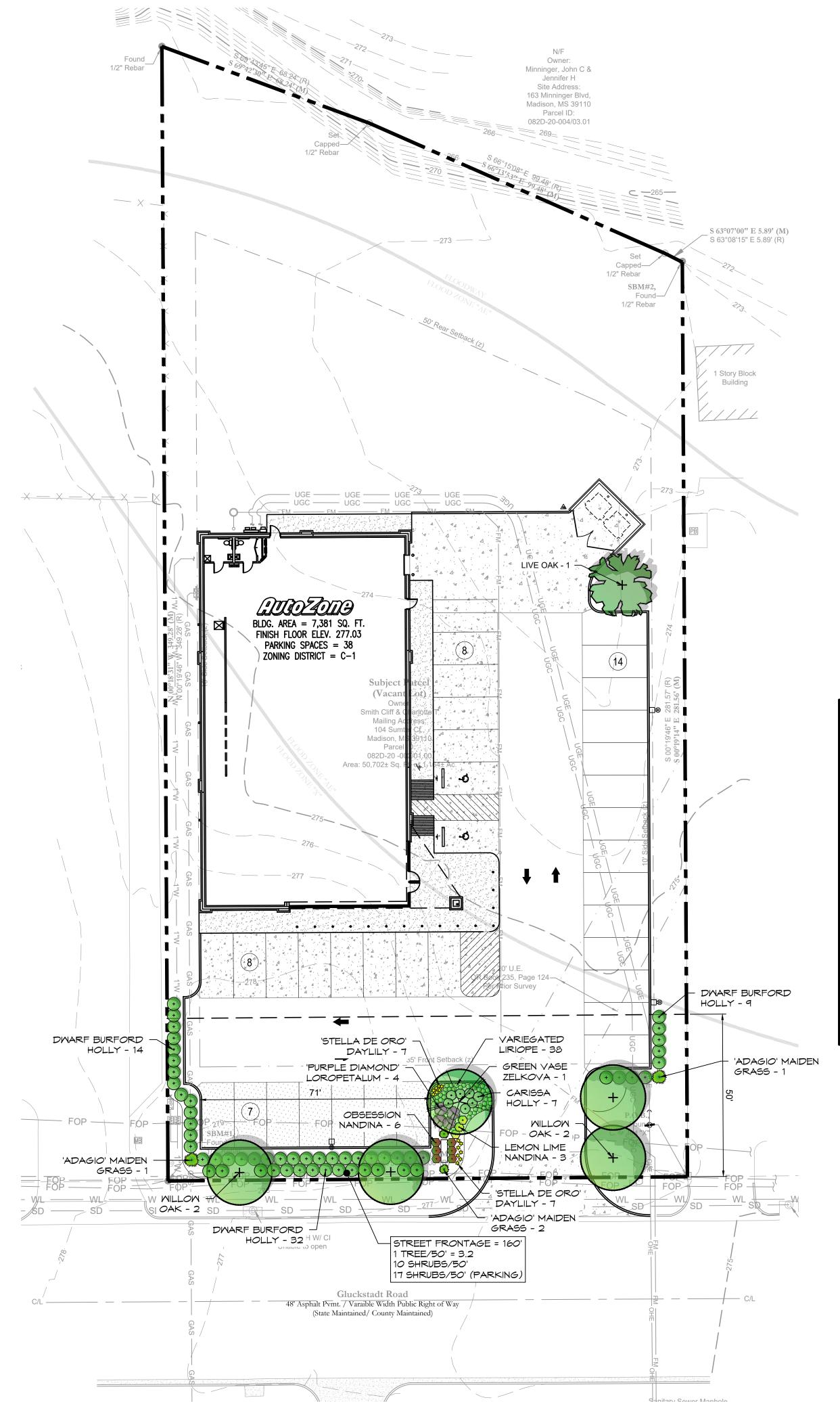


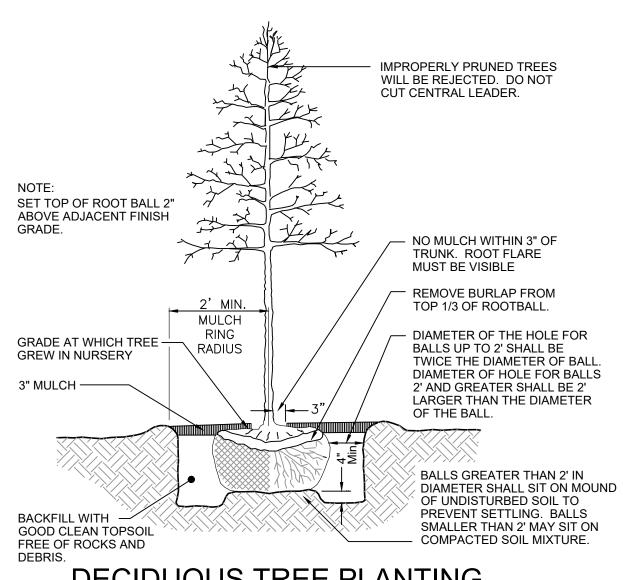
Kevin Reff, RLA
KITA Sustainable Designs, LLC

2101 Masters Drive Springfield, TN 37172

(615) 469 - 1222 Ofc. (615) 594 - 7333 Cell.

kreff@kitadesign.biz



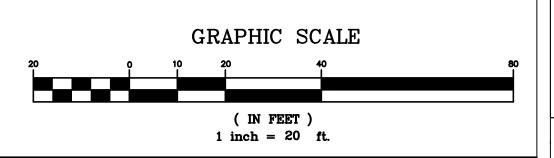


## DECIDUOUS TREE PLANTING NOT TO SCALE

LANDSCAPE CALCULATIONS					
SITE AREA:	50,702 SF	(1.16 AC)			
	REQUIRED	PROVIDED			
STREET YARD: 160'					
1 TREE/50'	3.2	3			
10 SHRUBS/50'	32.0				
PARKING SPACES:	-	37			
200 SF AREA PER SPACE	7,400 SF				
1 TREE / 10 SPACES:	4				
INTERIOR PARKING AREA:	-	16,093			
PLANTING AREA: (MIN.)	8%	9.3%			
PLANTING AREA: (SQ. FT.)	1287 SF	1490 SF			

	F	LANT SCHE	DUL	E		
QTY.	COMMON NAME	BOTANICAL NAME	HEIGHT	TRUNK	COMMENTS	
CANOF	PY TREES					
1	'Green Vase' Japanese Zelkova	Zelkova serrata 'Green Vase'	10' - 12'	2" Cal.	B&B	
1	Live Oak	Quercus virginiana	10' - 12'	2" Cal.	B&B	
4	Willow Oak	Quercus phellos	10' - 12'	2" Cal.	B&B	
6	TOTAL - CANOPY TREES					
UNDEF	RSTORY/COLUMNAR TREE	S				
0	'Arnold' Tulip Poplar	Liriodendron tulipifera 'Arnold'	10' - 12'	2" Cal.	B&B	
0	TOTAL - UNDERSTORY TREES					
6	TOTAL - ALL TREES					
SHRUE	BS					
7	Carissa Holly	Ilex cornuta 'Carissa'	18" Min.		Container	
55	Dwarf Burford Holly	llex cornuta 'Burfordii nana'	24" Min.		Container	
3	'Lemon Lime' Nandina	Nandina domestica 'Lemon-Lime'	12" Min.		Container	
6	'Obsession' Nandina	Nandina domestica 'Seika'	18" Min.		Container	
4	Purple Diamond Loropetalum	Loropetalum chinense 'Shang-hi'	24" Min.		Container	
75	TOTAL - SHRUBS					
GRAS	SES, PERENNIALS AND GF	OUND COVER				
4	'Adagio' Maiden Grass	Miscanthus sinensis 'Adagio'	24"	3 Gal.		
14	Stella De Oro Daylily	Hemerocallis x 'Stella de Oro'		1 Gal.		
38	Variegated Liriope	Liriope muscari 'Variegata'		1 Gal.		
TURF						
-	Hybrid Fescue Seed/Sod	Drought tolerant fescue blend				









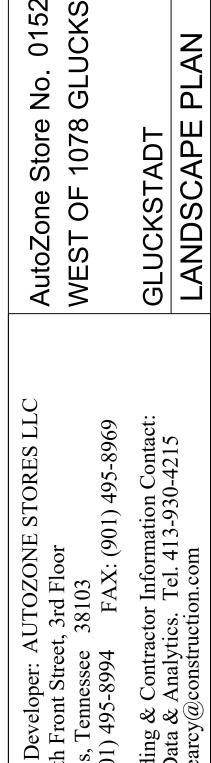
5 Spicer Farm Lane phone: (615) 533-0401 View, Tennessee fax: (615) 523-8865 62 e-mail: ray@civilengineeringservices.net

Engineering, Environmental, Land Planning

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NAD83 MS STATE PLANE

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Adagio Maid

Carissa

Dwf Burfor

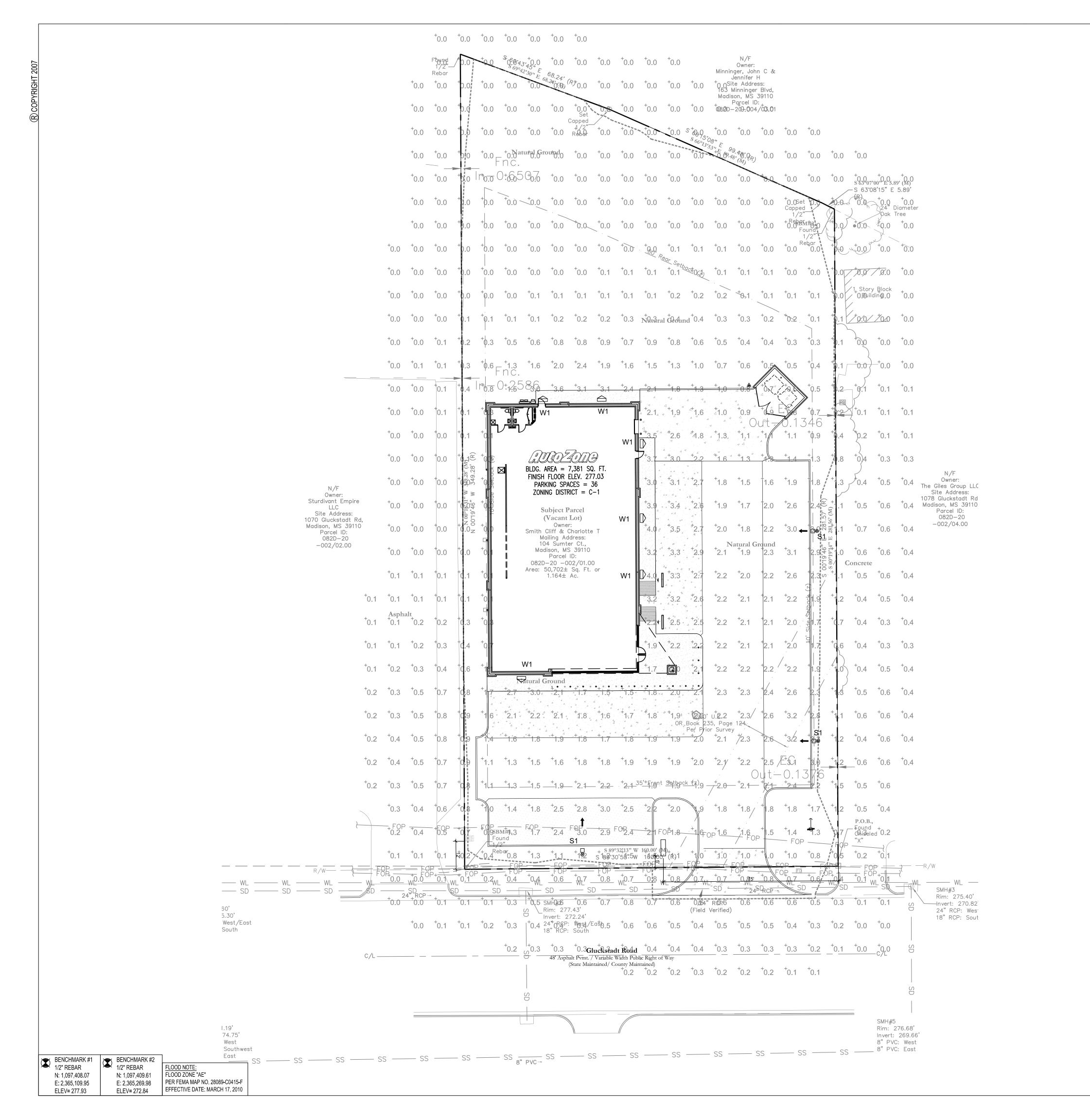
Green Vase

Obsession

Stella De Or

Variegated

**Willow** 



#### LUMINAIRE SCHEDULE

TYP	SYMBOL	DESCRIPTION	LAMP	LUMENS	LLF	QTY
S1	<b>€</b> □	LITHONIA - DSX1 LED 60C IES FULL CUTOFF DISTRIBUTION MOUNTED 0° DOWN POSITION MOUNTED HEIGHT = 28'-0"	LED - 209 WATTS	ABSOLUTE	0.95	3
W1	₽	LITHONIA - DSW1 LED 10C IESNA FULL CUTOFF DISTRIBUTION MOUNTED 0° DOWN POSITION MOUNTED HEIGHT = 12'-0"	LED - 40 WATTS	ABSOLUTE	0.95	6

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone	+	1.0 fc	4.0 fc	0.0 fc	N/A	N/A

#### LIGHTING NOTES:

1. TIME CONTROLS: ALL SITE LIGHTING IS CONTROLLED AND MONITORED BY AN ENERGY MANAGEMENT SYSTEM CALLED VENSTAR WHICH IS CONTROLLED AT AUTOZONE CORPORATE OFFICES. ALL SITE LIGHTING IS PROGRAMMED TO AUTOMATICALLY TURN ON AT DUSK AND TURN OFF 30 MINUTES AFTER THE CLOSE OF BUSINESS.

2. ALL FIXTURES ARE FULL CUTOFF DISTRIBUTION AND MOUNTED @ O° DOWN POSITION.

3. NO FLOODLIGHTS ARE PROPOSED.

4. THE LIGHTING PLAN COMPLIES WITH THE PROVISIONS OF SECTION 1907 - LANDSCAPING AND LIGHTING FOR COMMERCIAL DEVELOPMENT IN MLHP OVERLAY DISTRICT LIGHTING STANDARDS AND GUIDELINES.

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.



### Civil Engineering Services

7705 Spicer Farm Lane Fairview, Tennessee

ne phone: (615) 533-0401 fax: (615) 523-8865 e-mail: ray@civilengineeringservices.net

Engineering, Environmental, Land Planning

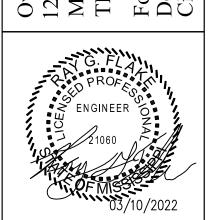
Section 10, Item C)

NAD83 MS STATE PLANE

AutoZone Store No. 0152 1076 GLUCKSTADT RD

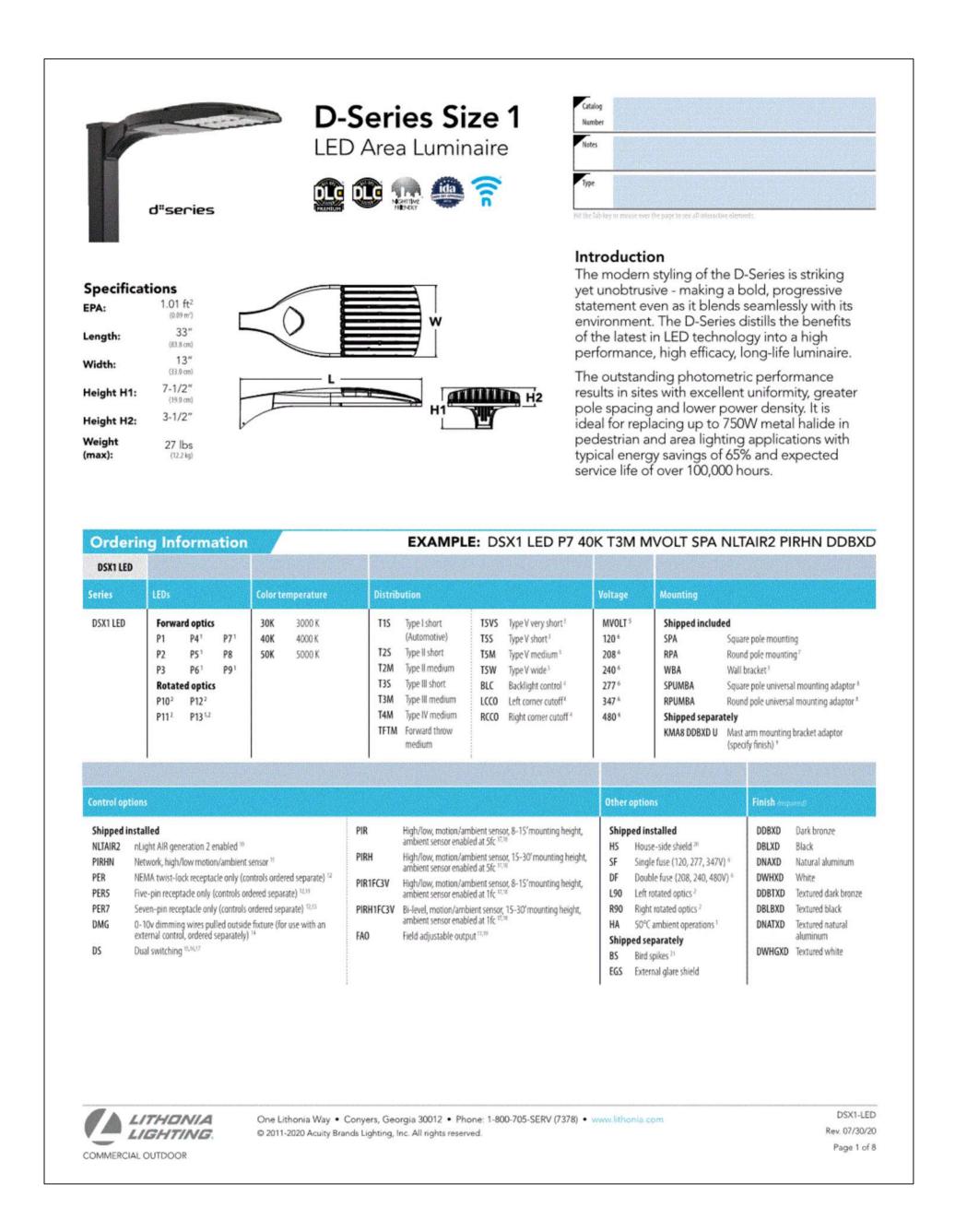
> et, 3rd Floor e 38103 4 FAX: (901) 495-8969 ractor Information Contact:

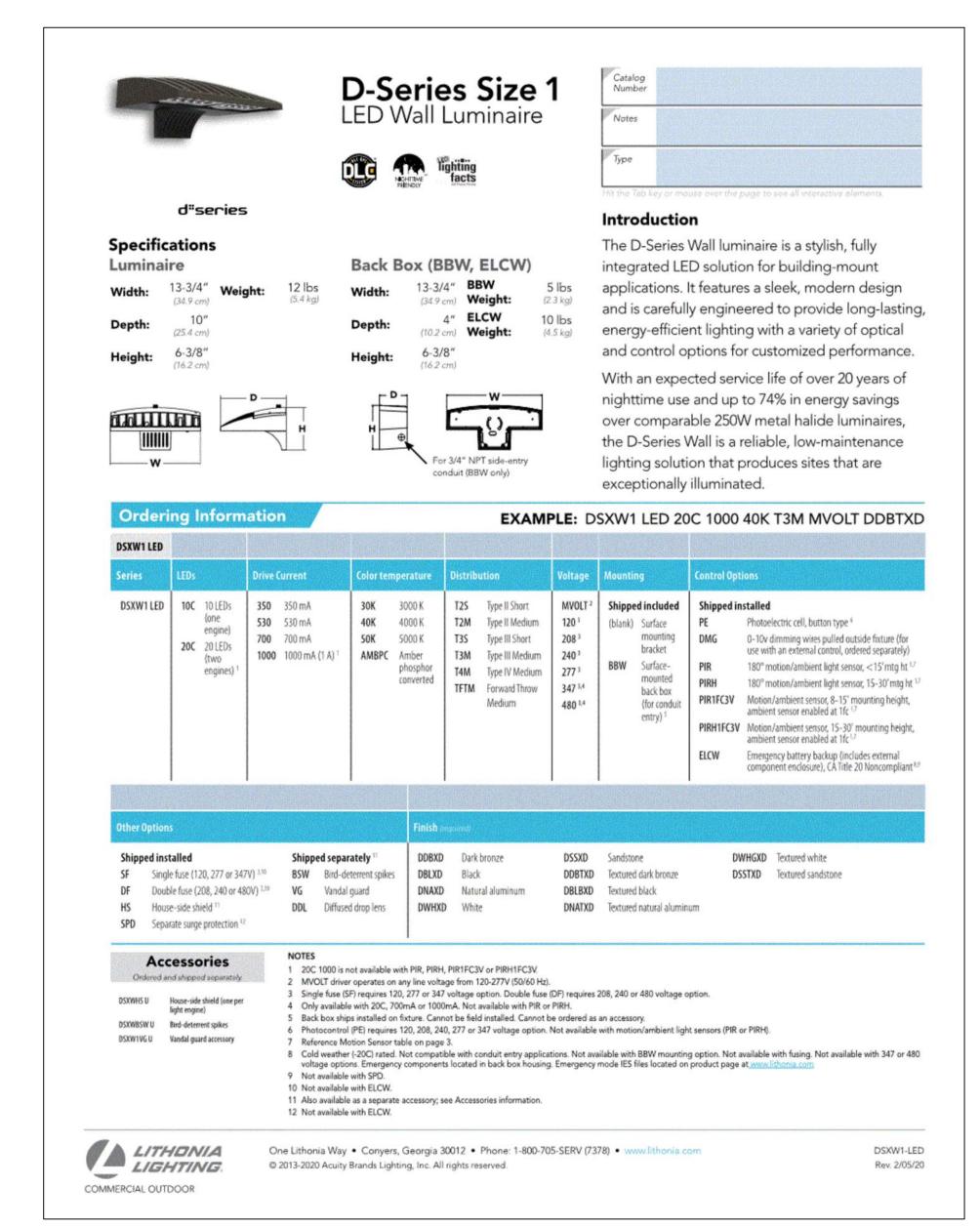
South Front Street, 3rd Floor mphis, Tennessee 38103 L:(901) 495-8994 FAX: (9 r Bidding & Contractor Inform

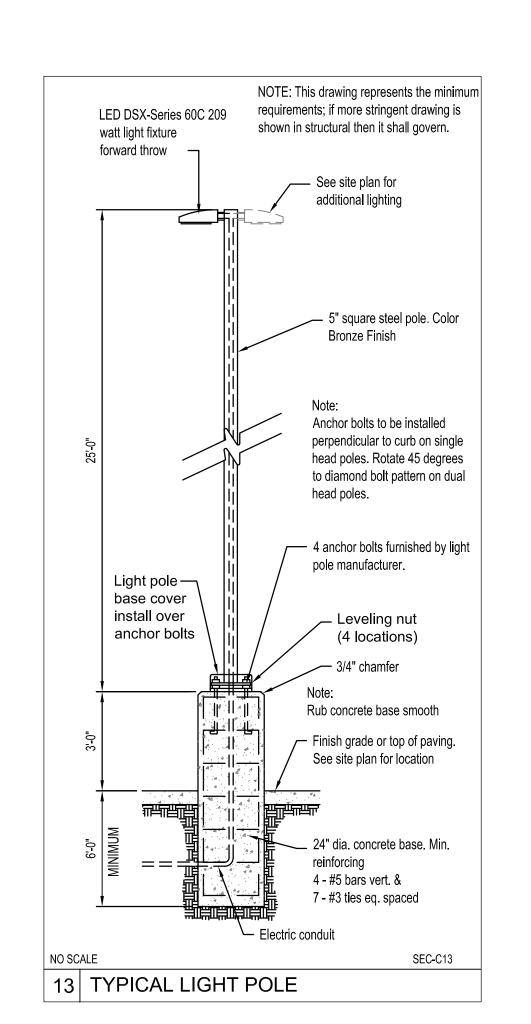


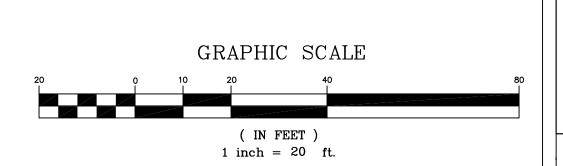
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Civil Engineering Services

7705 Spicer Farm Lane Fairview, Tennessee

fax: (615) 523-8865 e-mail: ray@civilengineeringservices.net

ENGINEER

21060

4/25/2023

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BENCHMARK #1
1/2" REBAR

BENCHMARK #2
1/2" REBAR N: 1,097,409.61 FLOOD ZONE "AE" N: 1,097,408.07 PER FEMA MAP NO. 28089-C0415-F E: 2,365,269.98 E: 2,365,109.95 EFFECTIVE DATE: MARCH 17, 2010 ELEV= 272.84 ELEV= 277.93

Engineering, Environmental, Land Planning

phone: (615) 533-0401

NAD83 MS STATE PLANE

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39110

REVISIONS

0152 RD

Store No. (ICKSTADT

AutoZone 3

r: AUTOZONE STORES LLC treet, 3rd Floor see 38103 994 FAX: (901) 495-8969

r Information Contact: Tel. 413-930-4215 on.com



TC TOP OF CURB ELEVATION
P BOTTOM OF CURB ELEVATION

P BOTTOM OF CURB ELEVATION
FG FINISHED GRADE ELEVATION

SW SIDEWALK ELEVATION
MG MATCH EXISTING GRADE ELEVATION

TB TOP OF BANK GRADE ELEVATION
RIM TOP OF RIM ELEVATION AT STRUCTURE

HP HIGH POINT GRADE ELEVATION

1.09% PROPOSED GRADE SLOPE
LIMIT OF DISTURBANCE

#### **GRADING KEYNOTES**

PROPOSED SWALE

1 LIMITS OF LAND DISTURBANCE

2 PROVIDE 2.00% MAXIMUM CROSS SLOPE

 $\langle 3 \rangle$  PROVIDE SWALE - SEE SLOPE AND ELEVATIONS THIS SHEET

4 MATCH EXISTING GRADES

#### GRADING INFORMATION

LIMITS OF DISTURBANCE = 49,166 SF / 1.13 AC

#### GENERAL GRADING NOTES

CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN THE CLOSE PROXIMITY OF THE ABOVE-NOTED WIRES, THE ELECTRIC COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD AND UNDERGROUND WIRES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION.

- 2. THE OWNER AND ENGINEER DO NOT ASSUME RESPONSIBILITY FOR THE POSSIBILITY THAT, DURING CONSTRUCTION, UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT ACTUAL LOCATIONS OF THOSE SHOWN MAY BE DIFFERENT FROM LOCATIONS DESIGNATED ON THE CONTRACT DRAWINGS. IN AREAS WHERE IT IS NECESSARY THAT EXACT LOCATIONS BE KNOWN OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH ALL LABOR AND TOOLS NECESSARY TO EITHER VERIFY AND SUBSTANTIATE OR DEFINITELY ESTABLISH THE POSITION OF UNDERGROUND UTILITY LINES.
- 3. AT LOCATIONS WHERE UTILITY LINES OR SERVICES ARE UNDERNEATH PROPOSED PAVEMENT, THE TRENCH SHALL BE BACKFILLED TO SUBGRADE WITH CRUSHED STONE.
- 4. DEVELOPER IS TO SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE CONTRACTOR, THE DEVELOPER'S ENGINEER, THE COUNTIES REPRESENTATIVE AND THE COUNTIES ENGINEER.
- 5. DO NOT SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION.
- 6. REMOVE ALL FOUNDATIONS, UNDERGROUND TANKS, PAVING, BASE ETC. IF REMAINING, BEFORE BEGINNING CONSTRUCTION.
- 7. FILL ALL PLANTERS/ISLANDS TO TOP OF CONCRETE CURB WITH TOPSOIL. TOPSOIL TO BE CLEAN AND FREE OF DEBRIS, ETC.
- 8. THESE PLANS, PREPARED BY CIVIL ENGINEERING SERVICES, DO NOT EXTEND TO OR INCLUDE SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF CIVIL ENGINEERING SERVICES REGISTERED PROFESSIONAL ENGINEER HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED INTO THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS WHICH MAY BE REQUIRED BY U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND/OR LOCAL REGULATIONS.
- 9. IN THE CASE OF CONFLICT BETWEEN THIS DRAWING AND ANY OTHER DRAWING AND/OR THE SPECIFICATIONS, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR CLARIFICATION

GRAPHIC SCALE

( IN FEET ) 1 inch = 20 ft.

nane phone: (615) 533-0401
fax: (615) 523-8865
e-mail: ray@civilengineeringservices.net

Civil Engineering Services

Engineering, Environmental, Land Planning

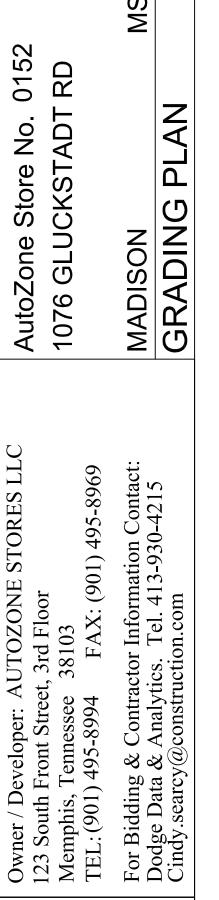
7705 Spicer Farm Lane Fairview, Tennessee 37062 eO R T R

NAD83 MS STATE PLANE

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Section 10, Item C)



4/25/2023

Office: (615) 533-0401

#### CIVIL ENGINEERING SERVICES

P.O. Box 1302, Fairview, TN 37062

November 18, 2021

Attn: Tim Bryan
Madison County Road Department
3137 South Liberty Street
P.O. Box 608
Canton, MS 39046
(601) 855-5670

RE: Drainage / Stormwater Design Report AutoZone retail store (Store #0152) West of 1078 Gluckstadt Road Gluckstadt, Madison County, Mississippi 39110

Mr. Bryan:

Below and enclosed is our submittal of the stormwater design letter report for the site of the proposed AutoZone retail store located at the address referenced above (see Enclosure 1 for site location map). Please include this report in your review of the proposed site development plans.

#### **Existing Site Conditions:**

The subject property is currently undeveloped and is situated between 1070 and 1078 Gluckstadt Road. The site is bordered to the east by an office building, now or formerly The Giles Group, LLC. To the west, the site is bordered by the Gluckstadt Animal Hospital. The site is bordered to the north by a heavily wooded drainage channel (referred to as Stream O in the FEMA FIS), and to the south by Gluckstadt Road.

The existing project site generally drains southwest to northeast. There is an existing storm sewer, along with two storm sewer inlets, on Gluckstadt Road. The size and depth of this storm sewer is unknown, as the inlets were not accessible at the time of the survey. There are two outfall points for the existing site. Outfall #1 is the existing storm sewer inlet, located just east of this site. Only a small portion of the site and adjacent right-of-way drain to Gluckstadt Road, and to this existing inlet. Outfall #2 is at the northern property line where runoff from this site drains into Stream O.

#### **Proposed Site Conditions:**

The proposed project is to construct an AutoZone retail store with a detention pond, drainage system, drive aisle, and parking spaces, and to bring all utilities to the building envelopes. Proposed site drainage

patterns have been designed to limit the amount of sheet flow to Outfall #1 and to drain the majority of the proposed site to the proposed detention pond and ultimately to Outfall #2 (at Stream O).

The onsite drainage system, which includes an above ground detention pond, was designed to meet Madison County stormwater regulations. More specifically, it is required that the proposed site and stormwater system limit site runoff to pre-development levels. Also, the proposed detention pond has been designed to safely pass the 100-year, 24-hour design storm.

#### Flood Plain Information:

This site lies in Special Flood Hazard Areas Zone AE with Base Flood Elevation (BFE) determined, according to FEMA FIRM Map Number 28089C0415F with an effective date of March 17, 2010. The base flood elevation of Stream O at this site is approximately 275.00 for the 100-year storm event, and approximately 274.50 for the 10-year storm event. These elevations have been interpolated from the Flood Insurance Study (FIS) flood profiles, for the approximate site location. The FEMA Firmette and FIS are included with this report in Enclosure 2.

To raise the proposed building above the 100-year flood elevation, fill will be placed on the site within the flood plain. The finish floor elevation of the proposed building has been set at 277.03, and a minimum elevation of 275.50 has been established for the top of berm around the detention pond. Approximately 600 cubic yards (net) of fill material (including pavement) will be required to achieve proposed finish grades, within the flood plain. However, only 2 cubic yards of fill material will be placed within the floodway, at the northeast corner of the detention pond. The remainder of the proposed grading within the floodway will be approximately 405 cubic yards of excavation.

#### **Methods:**

Since this is a small site and the storm water runoff is directed to the proposed storm drainage system, only one drainage area encompassing the entire site was used for the pre-development and post-development conditions (see Enclosure 3). The time of concentration and the SCS Curve number (CN) for each sub-drainage area were estimated based on the soil type and development conditions, and then the Rational Method was utilized to calculate runoff peak flows. Rainfall intensity data obtained from the NOAA Atlas 14, Volume 2, Version 3 (see Enclosure 5) were used along with a SCS Type III 24-hr storm to generate runoff hydrographs.

The NRCS's Soil Survey was reviewed for Hydrologic Soil type. The soils report, included as Enclosure 4, shows the entire site to be in a B soil classification. Due to small size of the site, the time of concentration was assumed to be 10 minutes for both pre-developed and post-developed conditions.

To perform the calculations described above, Autodesk Storm & Sanitary Analysis modeling software was used. The Rational Method runoff calculations for the existing and proposed conditions are included as Enclosure 7, as well as the detention calculations. Enclosure 8 includes the pipe capacity calculations.

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#### **Results:**

The proposed site decreases peak discharges resulting from the 2, 10, 25, 50 and 100-yr design storms. The results, including peak pond elevations, are included in the table below:

	Existing	Proposed Conditions				
Storm Event	Conditions Q (cfs)	Q <sub>inflow</sub> (cfs)	Peak Storage Volume (cu.ft.)	Peak Storage Elevation (ft.)	Q <sub>outfall</sub> (cfs)	
2-yr	0.95	3.45	1,393	271.43	0.88	
10-yr	1.29	4.69	2,033	271.90	0.99	
25-yr	1.50	5.48	2,454	272.17	1.05	
50-yr	1.67	6.11	2,787	272.36	1.09	
100-yr	1.84	6.73	3,124	272.55	1.13	

If you have any questions or need further information during your review of this site, please do not hesitate to call me at (615) 533-0401 to discuss.

Respectfully,

Ray G. Flake, PE(MS)

Enc. Enclosure 1 – Site Location Map

Enclosure 2 – FEMA Flood Map

Enclosure 3 – Drainage Area Maps

Enclosure 4 – NRCS Soils Report

Enclosure 5 – Rainfall and Curve Number Reference Information

Enclosure 6 – Curve Number Calculations

Enclosure 7 – Rational Method Runoff & Detention Calculations

Enclosure 8 – Pipe Capacity Calculations

## Enclosure 1 Site Location Map



## Enclosure 2 FEMA Flood Map

#### National Flood Hazard Layer FIRMette

250

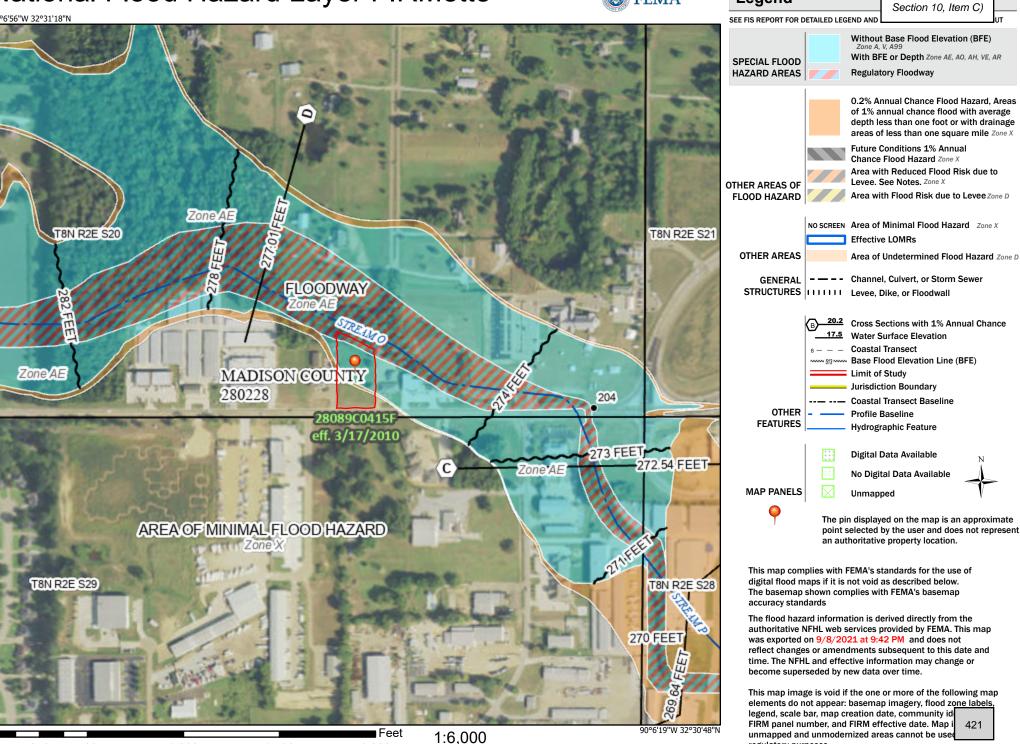
500

1,000

1,500

2.000





Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

Section 10, Item C)

Without Base Flood Elevation (BFE) With BFE or Depth Zone AE, AO, AH, VE, AR

> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X

NO SCREEN Area of Minimal Flood Hazard Zone X

- - - Channel, Culvert, or Storm Sewer

STRUCTURES | LILLI Levee, Dike, or Floodwall

20.2 Cross Sections with 1% Annual Chance 17.5 Water Surface Elevation ₩ 513 W Base Flood Elevation Line (BFE) Jurisdiction Boundary **Coastal Transect Baseline** 

Hydrographic Feature

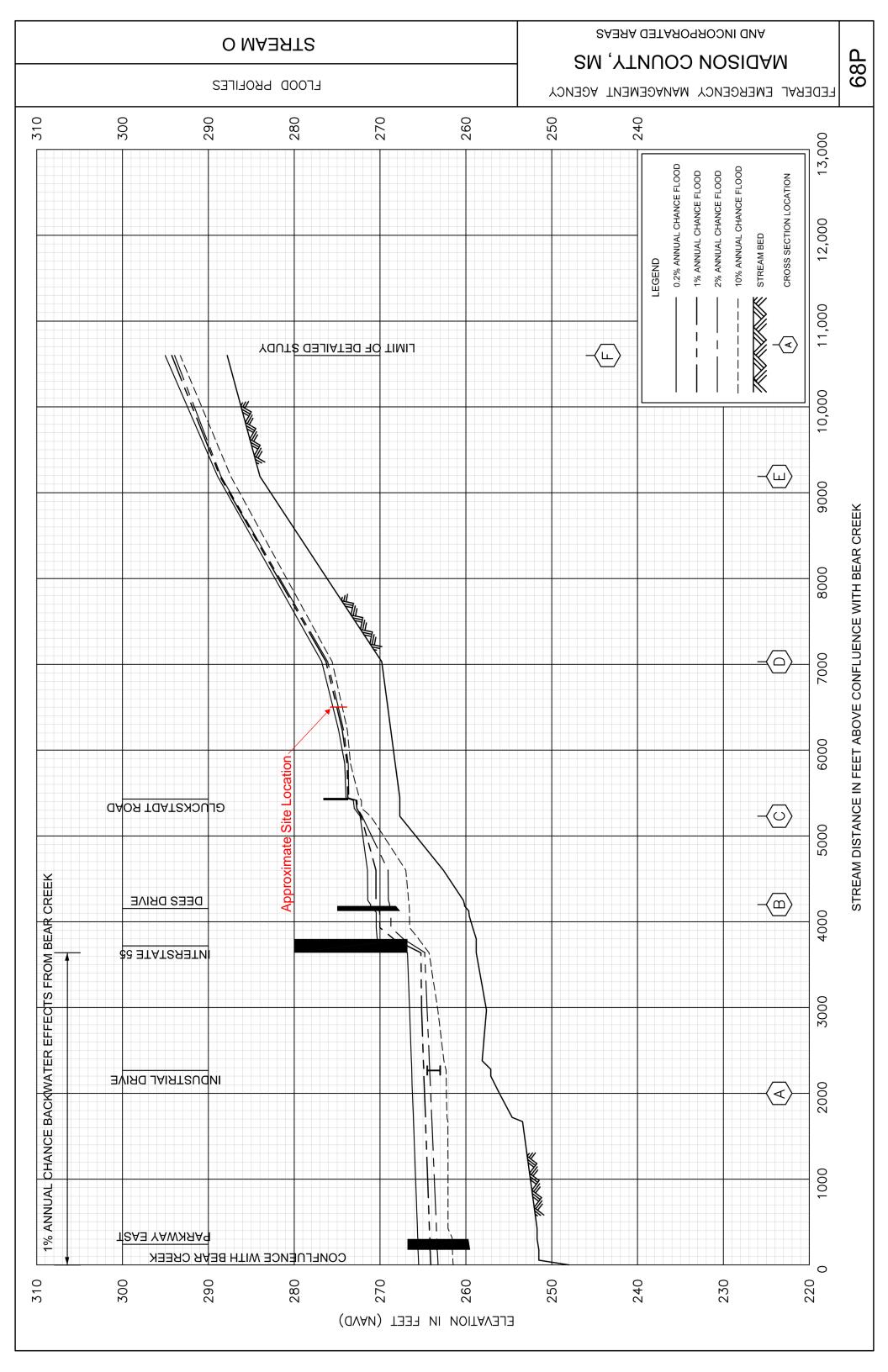
Digital Data Available No Digital Data Available

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

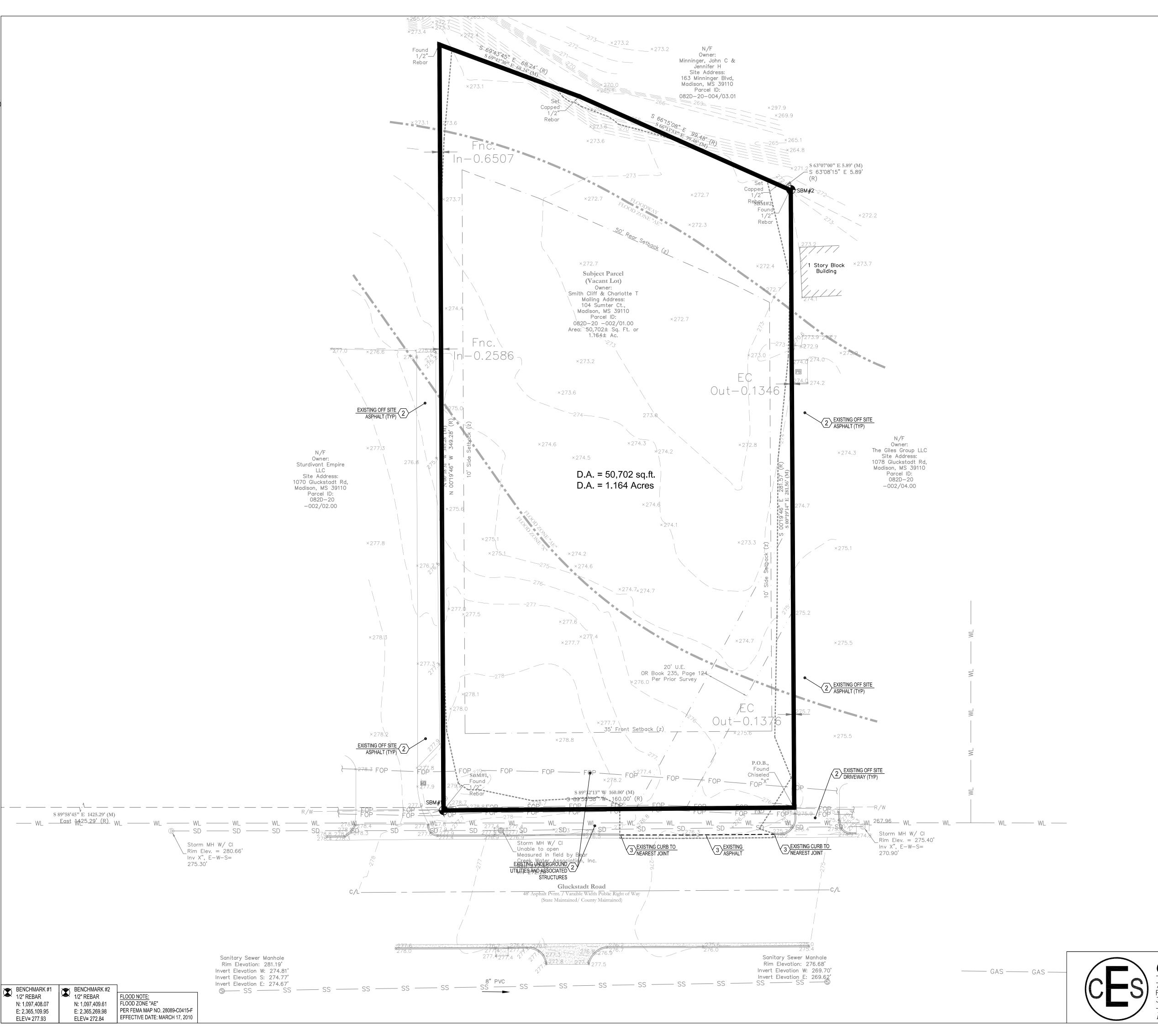
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/8/2021 at 9:42 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community id FIRM panel number, and FIRM effective date. Map i unmapped and unmodernized areas cannot be use regulatory purposes.



## Enclosure 3 Drainage Area Maps



#### **DEMOLITION LEGEND**

- - - APPROXIMATE LIMITS OF ASPHALT/CONCRETE SAWCUT

APPROXIMATE LIMITS OF ASPHALT/CONCRETE REMOVAL

#### **KEYNOTES**

- 1 REMOVE EXISTING STRUCTURE
- 2 PROTECT EXISTING STRUCTURE
- 3 SAWCUT ASPHALT / CONCRETE
- 4 RELOCATE EXISTING SITE STRUCTURE OR UTILITY

#### **DEMOLITION NOTES**

- 1. ALL WORK TO BE ACCOMPLISHED IN STRICT ACCORDANCE WITH ALL LOCAL ORDINANCES, CITY OR STATE.
- 2. WITHIN THE SUBJECT PROPERTY, THE INTENT IS TO HAVE A CLEAN, CLEAR SITE, FREE OF ALL EXISTING ITEMS NOTED TO BE REMOVED IN ORDER TO PERMIT THE CONSTRUCTION OF THE NEW PROJECT.
- 3. ALL ITEMS NOTED TO BE REMOVED BY THE SELLER SHALL BE ACCOMPLISHED PRIOR TO THE CLOSING OF THE REAL ESTATE TRANSACTION. ALL OTHER ITEMS NOTED TO BE REMOVED SHALL BE DONE SO AS PART OF THE CONTRACT FOR GENERAL CONSTRUCTION.
- 4. REMOVE AND DISPOSE OF ANY SIDEWALKS. FENCES, STAIRS, WALLS, DEBRIS AND RUBBISH REQUIRING REMOVAL FROM THE WORK AREA IN AN APPROVED OFF SITE
- 5. THE CONTRACTOR SHALL SECURE ALL PERMITS FOR HIS DEMOLITION AND DISPOSAL OF HIS DEMOLITION MATERIAL TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL POST BONDS AND PAY PERMIT FEES AS REQUIRED. BUILDING DEMOLITION CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITS AND DISPOSAL OF BUILDING DEMOLITION DEBRIS.
- 6. THE DETAILED PLANS MAY NOT REFLECT ALL UTILITIES ON THE SITE OR SURROUNDING STREETS AND PROPERTIES. THE CONTRACTOR SHALL VERIFY LOCATIONS AND EXISTENCE OF UTILITY SERVICES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CALL "DIG SAFE" AT 1-800-344-7233, 72 HOURS PRIOR TO CONSTRUCTION.
- 7. THE CONTRACTOR TO REMOVE ALL UTILITIES TO EXISTING STRUCTURES WHETHER SHOWN OR NOT OR ARRANGE FOR THE APPROPRIATE UTILITY COMPANY TO CUT AND CAP SERVICE PIPING AT THE PROPERTY LINE OR MAIN (AS REQUIRED). ALL SERVICES MAY NOT BE SHOWN ON THIS PLAN.
- ELEMENTS, BUT ALL UNDERGROUND ELEMENTS AS WELL INCLUDING BUT NOT NECESSARILY LIMITED TO: FOUNDATIONS, GRAVEL FILLS, TREE ROOTS, OLD PIPES,

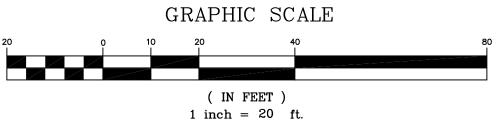
9. FOR ALL ITEMS NOTED TO BE REMOVED - REMOVE NOT ONLY THE ABOVE GROUND

THE REQUIREMENTS FOR FILL OUTLINED IN THE GEOTECHNICAL REPORT. 11. THE CONTRACTOR SHALL PROTECT ALL IRON PINS, MONUMENTS AND PROPERTY

10. BACK FILL ALL EXCAVATIONS RESULTING FROM THE DEMOLITION WORK TO MEET

- CORNERS DURING CONSTRUCTION. ANY CONTRACTOR DISTURBED PINS, MONUMENTS, ETC. SHALL BE RESET BY A LICENSED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
- 12. THE CONTRACTOR SHALL RESTORE ANY UTILITY STRUCTURE, PIPES, PAVEMENT, CURBS, SIDEWALKS OR LANDSCAPED AREAS DISTURBED DURING DEMOLITION TO THEIR ORIGINAL CONDITION TO THE SATISFACTION.
- 13. ALL BUILDINGS, FOUNDATION WALLS AND FOOTINGS INDICATED ON THIS PLAN TO BE REMOVED FROM SITE. CONTRACTOR SHALL SECURE ANY PERMITS AND PAY ALL FEES AND PERFORM CLEARING AND GRUBBING AND DEBRIS REMOVAL PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
- 14. ASBESTOS AND ANY OTHER HAZARDOUS MATERIAL SHALL BE REMOVED BY THE CONTRACTOR USING A LICENSED HAZARDOUS MATERIAL CONTRACTOR PER ASBESTOS REPORT PREPARED BY XXXXXXXXXX. PRIOR TO THE START OF DEMOLITION, FEDERAL LAW REQUIRES THAT THE LOCAL EPA OFFICE TO BE NOTIFIED IN WRITING @ LEAST 10 WORKING DAYS.

## **EXISTING CONDITIONS** DRAINAGE AREA MAP



## Civil Engineering Services

7705 Spicer Farm Lane Fairview, Tennessee **phone: (615) 533-0401** fax: (615) 523-8865 e-mail: ray@civilengineeringservices.net

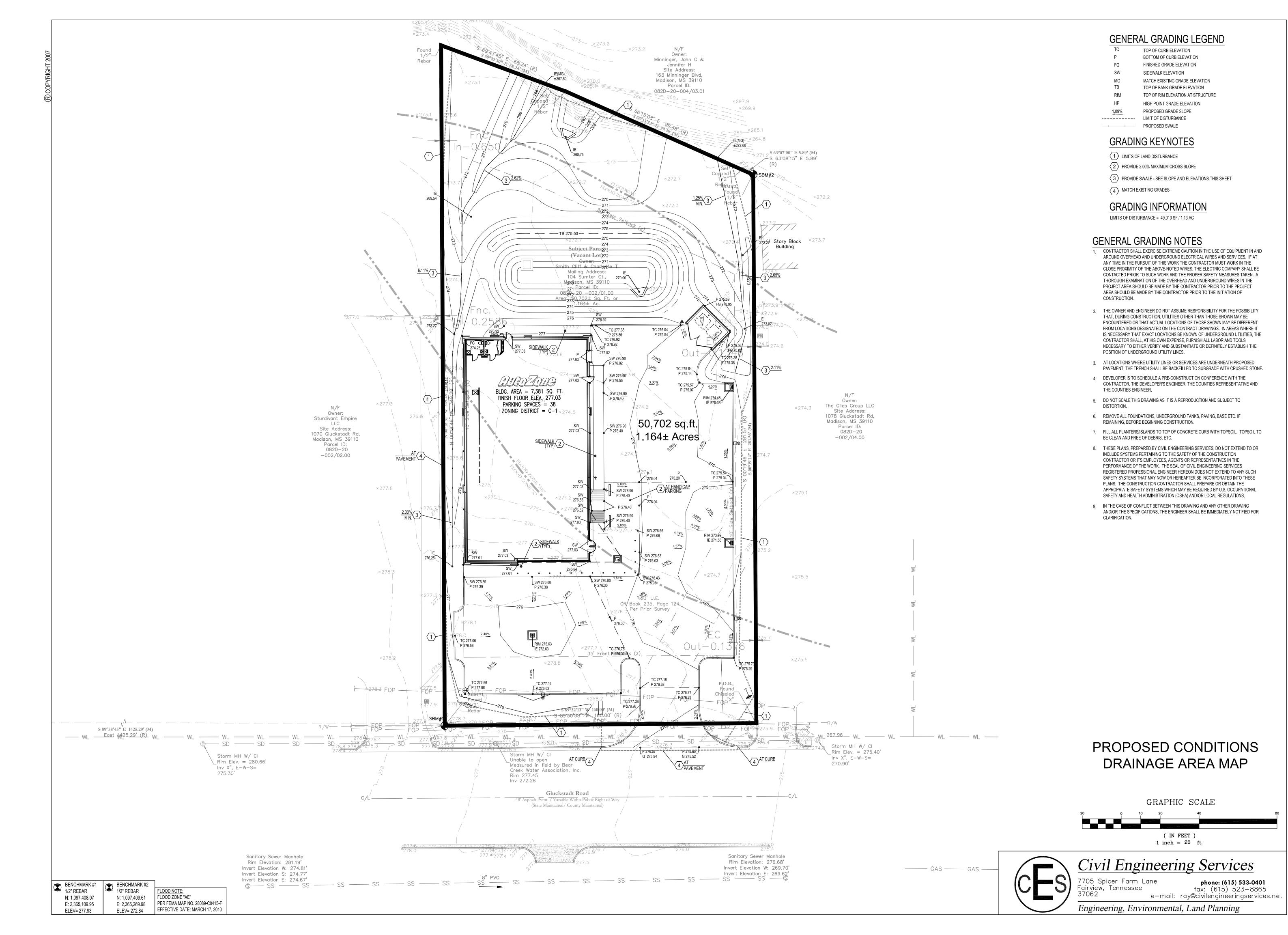
Engineering, Environmental, Land Planning

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X: (901) 495-8969

10/08/2021



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X: (901) 495-8969

10/08/2021

## Enclosure 4 NRCS Soils Report



Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

### **Custom Soil Resoul** Report for **Madison County, Mississippi**

Gluckstadt, MS



#### **Preface**

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2 053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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#### **How Soil Surveys Are Made**

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

#### Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

## Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



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#### MAP LEGEND

#### Area of Interest (AOI)

Area of Interest (AOI)

#### Soils

Soil Map Unit Polygons

-

Soil Map Unit Lines

Soil Map Unit Points

#### **Special Point Features**

(e)

Blowout

 $\boxtimes$ 

Borrow Pit

×

Clay Spot

360

Closed Depression

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Gravelly Spot

0

Landfill Lava Flow

٨.

Marsh or swamp

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Mine or Quarry

0

Miscellaneous Water

Perennial Water

0

Rock Outcrop

+

Saline Spot

...

Sandy Spot

Severely Eroded Spot

0

Sinkhole

**\Q** 

Slide or Slip

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Sodic Spot

#### 8

Spoil Area Stony Spot



Very Stony Spot



Wet Spot Other



Special Line Features

#### Water Features

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Streams and Canals

#### Transportation

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Rails

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Interstate Highways

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US Routes

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Major Roads

~

Local Roads

#### Background

1

Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Madison County, Mississippi Survey Area Data: Version 16, Sep 8, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

#### **Map Unit Legend**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
LoB2	Loring silt loam, 2 to 5 percent slopes, moderately eroded, central	0.1	7.9%
Oa	Oaklimeter silt loam, 0 to 2 percent slopes, occasionally flooded, north	1.1	92.1%
Totals for Area of Interest		1.2	100.0%

#### **Map Unit Descriptions**

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

#### Custom Soil Resource Report

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

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#### Madison County, Mississippi

## LoB2—Loring silt loam, 2 to 5 percent slopes, moderately eroded, central

#### **Map Unit Setting**

National map unit symbol: 2x0tr

Elevation: 170 to 660 feet

Mean annual precipitation: 52 to 58 inches Mean annual air temperature: 60 to 66 degrees F

Frost-free period: 180 to 290 days

Farmland classification: All areas are prime farmland

#### **Map Unit Composition**

Loring and similar soils: 90 percent Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Loring**

#### Setting

Landform: Loess hills

Landform position (two-dimensional): Summit, shoulder

Landform position (three-dimensional): Interfluve

Down-slope shape: Convex Across-slope shape: Linear

Parent material: Noncalcareous loess

#### **Typical profile**

Ap - 0 to 5 inches: silt loam

Bt - 5 to 27 inches: silty clay loam

Btx - 27 to 56 inches: silt loam

C - 56 to 80 inches: silt loam

#### **Properties and qualities**

Slope: 2 to 5 percent

Depth to restrictive feature: 27 to 33 inches to fragipan

Drainage class: Moderately well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately

low (0.00 to 0.06 in/hr)

Depth to water table: About 24 to 28 inches

Frequency of flooding: None Frequency of ponding: None

Available water supply, 0 to 60 inches: Low (about 5.9 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: C Hydric soil rating: No

#### **Minor Components**

#### **Providence**

Percent of map unit: 5 percent

#### Custom Soil Resource Report

Landform: Loess hills

Landform position (two-dimensional): Summit, shoulder Landform position (three-dimensional): Interfluve, base slope

Down-slope shape: Convex Across-slope shape: Linear Hydric soil rating: No

#### Memphis

Percent of map unit: 3 percent Landform: Terraces, interfluves

Landform position (two-dimensional): Summit, shoulder Landform position (three-dimensional): Side slope, riser

Down-slope shape: Linear

Across-slope shape: Linear, convex

Hydric soil rating: No

#### Grenada

Percent of map unit: 1 percent Landform: Stream terraces

Landform position (two-dimensional): Shoulder Landform position (three-dimensional): Tread

Down-slope shape: Convex Across-slope shape: Linear Hydric soil rating: No

#### **Byram**

Percent of map unit: 1 percent

Landform: Loess hills

Landform position (two-dimensional): Shoulder Landform position (three-dimensional): Interfluve

Down-slope shape: Concave Across-slope shape: Linear Hydric soil rating: No

## Oa—Oaklimeter silt loam, 0 to 2 percent slopes, occasionally flooded, north

#### **Map Unit Setting**

National map unit symbol: 2x0th Elevation: 110 to 390 feet

Mean annual precipitation: 54 to 59 inches

Mean annual air temperature: 59 to 65 degrees F

Frost-free period: 165 to 290 days

Farmland classification: Prime farmland if protected from flooding or not frequently

flooded during the growing season

#### **Map Unit Composition**

Oaklimeter and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Oaklimeter**

#### **Setting**

Landform: Alluvial flats, flood plains

Landform position (three-dimensional): Talf, rise

Down-slope shape: Linear Across-slope shape: Linear Parent material: Silty alluvium

#### Typical profile

Ap - 0 to 6 inches: silt loam Bw - 6 to 27 inches: silt loam EBb - 27 to 52 inches: silt loam Btgb - 52 to 70 inches: silt loam

#### **Properties and qualities**

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high

(0.60 to 2.00 in/hr)

Depth to water table: About 18 to 30 inches Frequency of flooding: OccasionalNone

Frequency of ponding: None

Available water supply, 0 to 60 inches: Very high (about 13.6 inches)

#### Interpretive groups

Land capability classification (irrigated): 2w Land capability classification (nonirrigated): 2w

Hydrologic Soil Group: C Hydric soil rating: No

#### **Minor Components**

#### Gillsburg

Percent of map unit: 4 percent Landform: Flood plains, alluvial flats Landform position (three-dimensional): Dip

Down-slope shape: Linear Across-slope shape: Linear Hydric soil rating: No

#### Ariel

Percent of map unit: 4 percent Landform: Flood plains, alluvial flats

Landform position (three-dimensional): Rise

Down-slope shape: Linear Across-slope shape: Linear Hydric soil rating: No

#### Rosebloom

Percent of map unit: 2 percent Landform: Flood plains, alluvial flats Landform position (three-dimensional): Dip

Down-slope shape: Linear Across-slope shape: Linear

Hydric soil rating: Yes

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#### Section 10, Item C)

#### Custom Soil Resource Report

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United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE\_DOCUMENTS/nrcs142p2\_052290.pdf

# **Enclosure 5**

# Curve Number and Rainfall Reference Information

11/18/21, 8:58 AM PF Map: Contiguous US



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**General Information** 

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#### Precipitation Frequency

Glossary

Data Servei GIS Grids Maps Time Series Temporals **Documents** 

#### **Probable Maximum** Precipitation

**Documents** 

#### Miscellaneous

Publications Storm Analysis **Record Precipitation** 

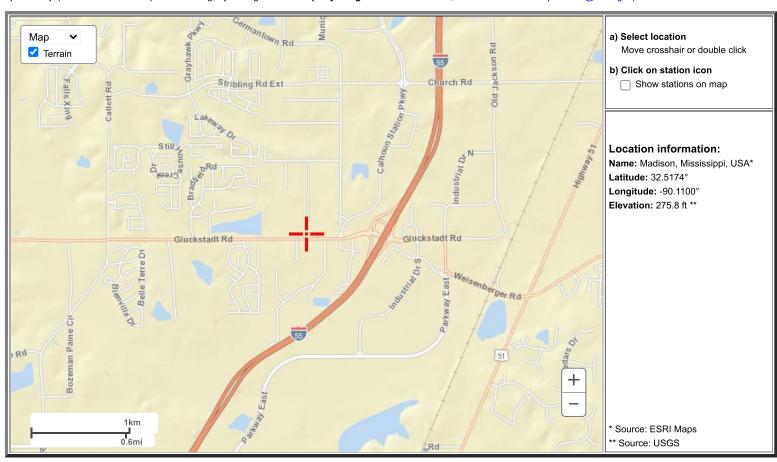
#### **Contact Us** Inquiries



#### NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATES: MS

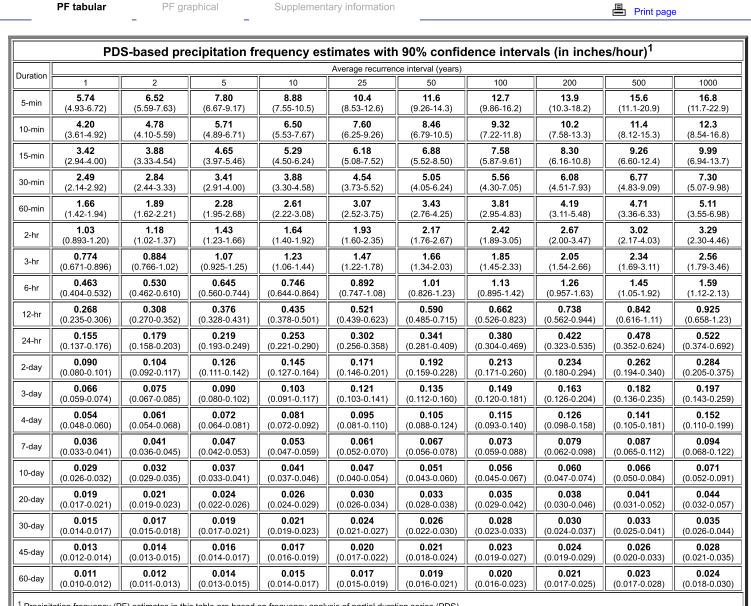
**Data description Data type:** Precipitation intensity **∨ Units:** English **∨ Time series type:** Partial duration Select location 1) Manually: a) By location (decimal degrees, use "-" for S and W): Latitude: Longitude: b) By station (list of MS stations): Select station c) By address 1078 Gluckstadt Rd, Madison, MS, 39 X

2) Use map (if ESRI interactive map is not loading, try adding the host: https://js.arcgis.com/ to the firewall, or contact us at hdsc.questions@noaa.gov):



#### POINT PRECIPITATION FREQUENCY (PF) ESTIMATES

WITH 90% CONFIDENCE INTERVALS AND SUPPLEMENTARY INFORMATION NOAA Atlas 14, Volume 9, Version 2



<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

#### Rational Method c values from Autodesk Storm and Sanitary Sewer Analysis

Land Use	Return Period	A(0-2%)	A(2-6%)	A(6%+)	B(0-2%)	B(2-6%)	B(6%+)	C(0-2%)	C(2-6%)	C(6%+)	D(0-2%)	D(2-6%)	D(6%+)
Cultivated Land	less than 25 years	0.08	0.13	0.16	0.11	0.15	0.21	0.14	0.19	0.26	0.18	0.23	0.31
Cultivated Land	25 years or greater	0.14	0.18	0.22	0.16	0.21	0.28	0.20	0.25	0.34	0.24	0.29	0.41
Pasture	less than 25 years	0.12	0.20	0.30	0.18	0.28	0.37	0.24	0.34	0.44	0.30	0.40	0.50
Pasture	25 years or greater	0.15	0.25	0.37	0.23	0.34	0.45	0.30	0.42	0.52	0.37	0.50	0.62
Meadow	less than 25 years	0.10	0.16	0.25	0.14	0.22	0.30	0.20	0.28	0.36	0.24	0.30	0.40
Meadow	25 years or greater	0.14	0.22	0.30	0.20	0.28	0.37	0.26	0.35	0.44	0.30	0.40	0.50
Forest	less than 25 years	0.05	0.08	0.11	0.08	0.11	0.14	0.10	0.13	0.16	0.12	0.16	0.20
Forest	25 years or greater	0.08	0.11	0.14	0.10	0.14	0.18	0.12	0.16	0.20	0.15	0.20	0.25
Residential Lot Size 1/8 Acre	less than 25 years	0.25	0.28	0.31	0.27	0.30	0.35	0.30	0.33	0.38	0.33	0.36	0.42
Residential Lot Size 1/8 Acre	25 years or greater	0.33	0.37	0.40	0.35	0.39	0.44	0.38	0.42	0.49	0.41	0.45	0.54
Residential Lot Size 1/4 Acre	less than 25 years	0.22	0.26	0.29	0.24	0.29	0.33	0.27	0.31	0.36	0.30	0.34	0.40
Residential Lot Size 1/4 Acre	25 years or greater	0.30	0.34	0.37	0.33	0.37	0.42	0.36	0.40	0.47	0.38	0.42	0.52
Residential Lot Size 1/3 Acre	less than 25 years	0.19	0.23	0.26	0.22	0.26	0.30	0.25	0.29	0.34	0.28	0.32	0.39
Residential Lot Size 1/3 Acre	25 years or greater	0.28	0.32	0.35	0.30	0.35	0.39	0.33	0.38	0.45	0.36	0.40	0.50
Residential Lot Size 1/2 Acre	less than 25 years	0.16	0.20	0.24	0.19	0.23	0.28	0.22	0.27	0.32	0.26	0.30	0.37
Residential Lot Size 1/2 Acre	25 years or greater	0.25	0.29	0.32	0.28	0.32	0.36	0.31	0.35	0.42	0.34	0.38	0.48
Residential Lot Size 1 Acre	less than 25 years	0.14	0.19	0.22	0.17	0.21	0.26	0.20	0.25	0.31	0.24	0.29	0.35
Residential Lot Size 1 Acre	25 years or greater	0.22	0.26	0.29	0.24	0.28	0.34	0.28	0.32	0.40	0.31	0.35	0.46
Industrial	less than 25 years	0.67	0.68	0.68	0.68	0.68	0.69	0.68	0.69	0.69	0.69	0.69	0.70
Industrial	25 years or greater	0.85	0.85	0.86	0.85	0.86	0.86	0.86	0.86	0.87	0.86	0.86	0.88
Commercial	less than 25 years	0.71	0.71	0.72	0.71	0.72	0.72	0.72	0.72	0.72	0.72	0.72	0.72
Commercial	25 years or greater	0.88	0.88	0.89	0.89	0.89	0.89	0.89	0.89	0.90	0.89	0.89	0.90
Streets	less than 25 years	0.70	0.71	0.72	0.71	0.72	0.74	0.72	0.73	0.76	0.73	0.75	0.78
Streets	25 years or greater	0.76	0.77	0.79	0.80	0.82	0.84	0.84	0.85	0.89	0.89	0.91	0.95
Open Space	less than 25 years	0.05	0.10	0.14	0.08	0.13	0.19	0.12	0.17	0.24	0.16	0.21	0.28
Open Space	25 years or greater	0.11	0.16	0.20	0.14	0.19	0.26	0.18	0.23	0.32	0.22	0.27	0.39
Parking	less than 25 years	0.85	0.86	0.87	0.85	0.86	0.87	0.85	0.86	0.87	0.85	0.86	0.87
Parking	25 years or greater	0.95	0.96	0.97	0.95	0.96	0.97	0.95	0.96	0.97	0.95	0.96	0.97

# Enclosure 6 Curve Number Calculations

Gluckstadt, MS	AutoZone	11/16/2021

<b>Existing Conditi</b>	<del></del>			Proposed Cond	<b>Proposed Conditions</b>					
	Area	Area	Rational c		Area	Area	Rational c			
	(sq.ft.)	(acres)			(sq.ft.)	(acres)				
-	0	0.000	0.00	pond area	4,986	0.114	0.80			
-	0	0.000	0.00	bypass area	11,410	0.262	0.20			
lawn	43,390	0.996	0.18	lawn	1,886	0.043	0.18			
woods	7,312	0.168	0.12	woods	6,969	0.160	0.12			
paved	0	0.000	0.95	paved	25,451	0.584	0.95			
total	50,702	1.164	0.17	total	50,702	1.164	0.62			

# **Enclosure 7**

# Rational Method Runoff & Detention Calculations

Autodesk® Storm and	Sanitary Ana	alysis 2016	- Vei	rsion 12.0.	42 (Build	0)	
******************* Project Description ************** File Name		onal method	l runc	off.SPF			
***********  Analysis Options **********  Flow Units  Subbasin Hydrograph Time of Concentrati Return Period  Storm Duration  Stormage Node Exfilt Starting Date Ending Date  Report Time Step	Method. Modion Kirp. 2 ye 5 miration. None MAR MAR-	oich ears .n e -15-2021 00: -15-2021 12:	00:00				
******** Element Count ********* Number of subbasins Number of nodes Number of links	2						
******************* Subbasin Summary ************************************							
Subbasin	Total Area ft²	Flow Length ft	Ave:	rage lope %			
DA#1-Post DA#1-Pre	50701.81 50701.81	200.00		0000			
*********** Node Summary ********							
Node ID	Element Type	Inv Elevat	ert ion ft	Maximum Elev. ft	Ponded Area ft²	External Inflow	
Out-1-Post Out-1-Pre	OUTFALL OUTFALL		3.75 3.75	268.75 268.75	0.00		
**************************************	tinuity	Volume acre-ft	_	Depth inches			
Total Precipitation Continuity Error (%		0.155 1.000		0.797			
**************************************	uity	Volume acre-ft	М <u>с</u> ——-	Volume gallons			
External Inflow External Outflow Initial Stored Volu		0.000 0.061 0.000		0.000 0.020 0.000			

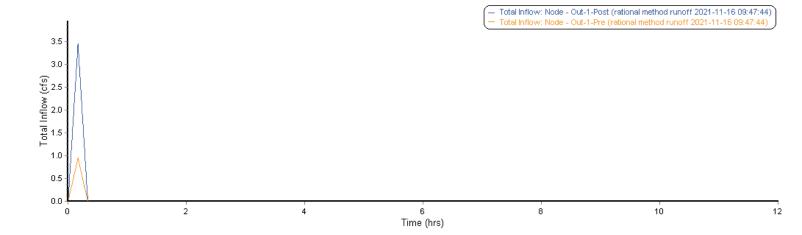
Subbasin DA#  User  Subbasin DA#  User  ************* Subbasin Run  *************	Defined TOC over ********* off Summary	ride (minutes)				
Subbasin DA#	 1-Pre 			)		
Subbasin DA#		ride (minutes)				
Subbasin DA#	-Defined TOC over	ride (minutes)				
Subbasin DA#			: 10.00	)		
T =	Time of Concentr Flow length (ft) Slope (ft/ft)					
Wher	e:					
******	of Concentration *********** (0.0078 * (L^0.7	*****	*****			
Composite Ar	ears or greater ea & Weighted Run ************************************		****	7311.95 50701.76	C (0-2%)	0.12
Open Space,	Description25 years or great	 er		(ft²) 43389.81	Group  C (0-2%)	Coeff 0.1
Soil/Surface				Area	Soil	Runof
Subbasin DA#						
Pond-Area Bypass-Area	years or greater ea & Weighted Run	off Coeff.		25450.92 4985.99 11409.97 50701.85	C (0-2%) C (0-2%) C (0-2%)	0.99 0.80 0.16
	25 years or great ears or greater	er		1886.01 6968.96	C (0-2%) C (0-2%)	0.1
Soil/Surface	Description			Area (ft²)	Soil Group	Runof Coeff
Subbasin DA#						
	******************icient Computatio **************	ns Report				
Runoff Coeff						
Continuity E  ********* Runoff Coeff	Yolume rror (%)	0.000	0.000	•		

 0.80
 4.78
 0.49
 3.45
 0.620
 0 00:10:00

 0.80
 4.78
 0.14
 0.95
 0.170
 0 00:10:00

DA#1-Post DA#1-Pre

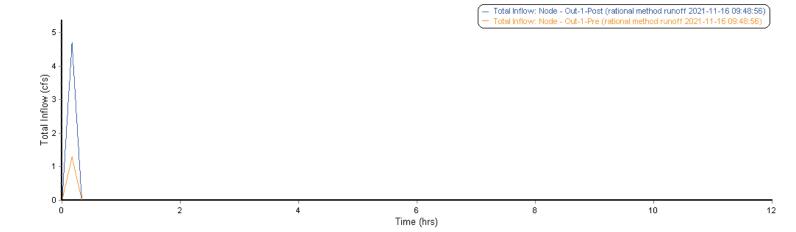
Analysis began on: Tue Nov 16 09:47:42 2021 Analysis ended on: Tue Nov 16 09:47:43 2021 Total elapsed time: 00:00:01



Autodesk® Storm and	Sanitary Ana	alysis 2016	- Ve:	rsion 12.0.	42 (Build	0)	
******************* Project Description ************** File Name		onal method	d runo	off.SPF			
************  Analysis Options **********  Flow Units  Subbasin Hydrograph Time of Concentrati Return Period  Storm Duration  Storage Node Exfilt Starting Date  Ending Date  Report Time Step	Method. Modion Kirp 10 5 miration. None MAR MAR-	oich vears .n e -15-2021 00: -15-2021 12:	:00:00				
********  Element Count *********  Number of subbasins  Number of nodes  Number of links	2						
****************** Subbasin Summary ************************************							
Subbasin	Total Area	Flow Length		rage Lope			
ID DA#1-Post DA#1-Pre	ft <sup>2</sup> 50701.81 50701.81	200.00 100.00		%  0000 0000			
*********** Node Summary *********							
Node ID	Element Type	Inv Elevat	ert ion ft	Maximum Elev. ft	Ponded Area ft²	External Inflow	
Out-1-Post Out-1-Pre	OUTFALL OUTFALL		3.75 3.75	268.75 268.75	0.00		
**************************************	tinuity *****	Volume acre-ft	-	Depth inches			
Total Precipitation Continuity Error (%		0.210 1.000		1.083			
**************************************	uity	Volume acre-ft		Volume gallons			
External Inflow External Outflow Initial Stored Volu		0.000 0.082 0.000		0.000 0.027 0.000			

Final Stored Vo		0.000	C	.000				
**************************************	ent Computation	ons Report						
Subbasin DA#1-F	Post							
Soil/Surface De					rea [t²)		Soil roup	Runoff Coeff.
Open Space, 25 Forest, 25 year Parking, 25 year Pond-Area Bypass-Area Composite Area	years or greater ars or greater ars or greater	ter		6968 25450	.99 .97	C (0- C (0- C (0-	-2응) -2응) -2응)	0.18 0.12 0.95 0.80 0.18 0.62
Subbasin DA#1-F	re							
Soil/Surface De	escription			( f	rea [t²)		Soil roup	Runoff Coeff.
Open Space, 25 Forest, 25 year Composite Area	s or greater	ter			.81	C (0-	-2%)	0.18 0.12 0.17
Where:  Tc = Ti L = Fl S = Slc	me of Concent: ow length (ft	77) * (S^-0.3						
Subbasin DA#1-F	Post							
User-De	efined TOC ove	rride (minute	s): 1	0.00				
Subbasin DA#1-F								
User-De	Summary	rride (minute	s): 1	0.00				
Subbasin	Accumulated Precip in	Rainfall Intensity in/hr	Total Runoff in	Runoff	Run Co	off eff	Conc days	Time of centration hh:mm:ss
DA#1-Post DA#1-Pre	1.08	6.50 6.50	0.67 0.18	4.69 1.29	0.	620 170	0 0	00:10:00 00:10:00

Analysis began on: Tue Nov 16 09:48:53 2021 Analysis ended on: Tue Nov 16 09:48:54 2021 Total elapsed time: 00:00:01



Autodesk® Storm and	Sanitary Ana	alysis 2016	- Vei	rsion 12.0.	42 (Build	0)	
******************* Project Description ************** File Name		onal method	d runo	off.SPF			
************  Analysis Options **********  Flow Units  Subbasin Hydrograph Time of Concentrati Return Period  Storm Duration  Storage Node Exfilt Starting Date  Ending Date  Report Time Step	Method. Modion Kirp 25 y 5 mi ration. None MAR MAR	oich years .n e -15-2021 00: -15-2021 12:	:00:00				
********  Element Count *********  Number of subbasins  Number of nodes  Number of links	2						
******************* Subbasin Summary ************************************							
Subbasin	Total Area	Flow Length		rage lope			
ID DA#1-Post DA#1-Pre	ft <sup>2</sup> 50701.81 50701.81	200.00 100.00		% 0000 0000			
*********** Node Summary *********							
Node ID	Element Type	Inv Elevat	rert ion ft	Maximum Elev. ft	Ponded Area ft²	External Inflow	
Out-1-Post Out-1-Pre	OUTFALL OUTFALL		3.75 3.75	268.75 268.75	0.00		
**************************************	tinuity	Volume acre-ft	-	Depth inches			
Total Precipitation Continuity Error (%		0.246 1.000		1.267			
**************************************	uity	Volume acre-ft	Mq	Volume gallons			
External Inflow External Outflow Initial Stored Volu		0.000 0.096 0.000		0.000 0.031 0.000			

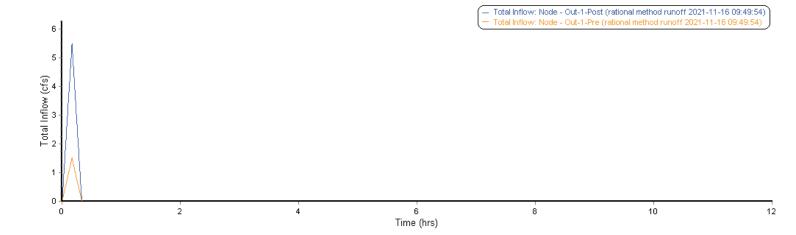
Final Stored Volume Continuity Error (%)		0.000	0.00	00			
*****	*****	*****					
Runoff Coefficient (							
Subbasin DA#1-Post							
Soil/Surface Descrip	otion			Are (ft	2)	Soil Group	Coeff.
Open Space, 25 years Forest, 25 years or Parking, 25 years or Pond-Area Bypass-Area Composite Area & Wei	s or greate greater greater	r		1886. 6968. 25450. 4985. 11409. 50701.	01 C 96 C 92 C 99 C 97 C		0.95
Subbasin DA#1-Pre							
Soil/Surface Descrip	otion					Soil Group	
Open Space, 25 years Forest, 25 years or Composite Area & Wei	s or greate greater	r			81 C 95 C	(0-2%) (0-2%)	
**************************************	centration	Computations	Report				
Tc = (0.0078)	3 * (L^0.77	) * (S^-0.38	5))				
Where:							
Tc = Time of L = Flow le S = Slope (i	ength (ft)	tion (min)					
Subbasin DA#1-Post							
		ide (minutes	): 10.0	00			
Subbasin DA#1-Pre	-						
User-Defined	d TOC overr	ide (minutes	): 10.0	00			
*****	***						
Subbasin Runoff Summ							
Subbasin Accum	nulated Precip in	Rainfall Intensity in/hr	Total Runoff in	Peak Runoff cfs	 Weighted Runoff Coeff	Con	Time of centration hh:mm:ss

7.60 0.79 5.48 0.620 0 00:10:00 7.60 0.22 1.50 0.170 0 00:10:00

1.27 1.27

DA#1-Post DA#1-Pre

Analysis began on: Tue Nov 16 09:49:52 2021 Analysis ended on: Tue Nov 16 09:49:53 2021 Total elapsed time: 00:00:01



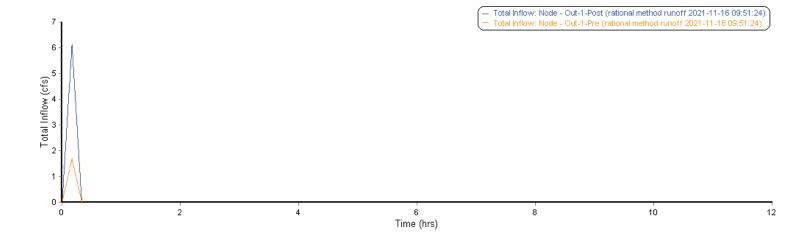
Autodesk® Storm and	Sanitary Ana	alysis 2016	- Ve:	rsion 12.0.	42 (Build	0)	
**************************************		onal method	d run	off.SPF			
************  Analysis Options **********  Flow Units  Subbasin Hydrograph Time of Concentrati Return Period  Storm Duration  Storage Node Exfilt Starting Date  Ending Date  Report Time Step	Method. Modion Kirp 50 y 5 miration. None MAR MAR	oich vears .n e: -15-2021 00: -15-2021 12:	:00:0				
******* Element Count ******** Number of subbasins Number of nodes Number of links	2						
************* Subbasin Summary ************ Subbasin	Total	Flow		rage			
ID	Area ft²	Length ft	5.	lope %			
DA#1-Post DA#1-Pre	50701.81 50701.81	200.00		0000			
*********** Node Summary ********							
Node ID	Element Type	Inv Elevat	vert ion ft	Maximum Elev. ft	Ponded Area ft²	External Inflow	
Out-1-Post Out-1-Pre	OUTFALL OUTFALL		3.75 3.75	268.75 268.75	0.00		
**************************************	tinuity	Volume acre-ft		Depth inches			
Total Precipitation Continuity Error (%		0.274 1.000		1.410			
**************************************	uity	Volume acre-ft	Mo	Volume gallons			
External Inflow External Outflow Initial Stored Volu		0.000 0.107 0.000		0.000 0.035 0.000			

Subbasin DA#  User  Subbasin DA#  User  ************* Subbasin Run  *************	Defined TOC over ********* off Summary	ride (minutes)				
Subbasin DA#	 1-Pre 			)		
Subbasin DA#		ride (minutes)				
Subbasin DA#	-Defined TOC over	ride (minutes)				
Subbasin DA#			: 10.00	)		
T =	Time of Concentr Flow length (ft) Slope (ft/ft)					
Wher	e:					
******	of Concentration *********** (0.0078 * (L^0.7	*****	*****			
Composite Ar	ears or greater ea & Weighted Run ************************************		****	7311.95 50701.76	C (0-2%)	0.12
Open Space,	Description25 years or great	 er		(ft²) 43389.81	Group  C (0-2%)	Coeff 0.1
Soil/Surface				Area	Soil	Runof
Subbasin DA#						
Pond-Area Bypass-Area	years or greater ea & Weighted Run	off Coeff.		25450.92 4985.99 11409.97 50701.85	C (0-2%) C (0-2%) C (0-2%)	0.99 0.80 0.16
	25 years or great ears or greater	er		1886.01 6968.96	C (0-2%) C (0-2%)	0.1
Soil/Surface	Description			Area (ft²)	Soil Group	Runof Coeff
Subbasin DA#						
	******************icient Computatio **************	ns Report				
Runoff Coeff						
Continuity E  ********* Runoff Coeff	Yolume rror (%)	0.000	0.000	•		

1.41 8.46 0.87 6.11 0.620 0 00:10:00 1.41 8.46 0.24 1.67 0.170 0 00:10:00

DA#1-Post DA#1-Pre

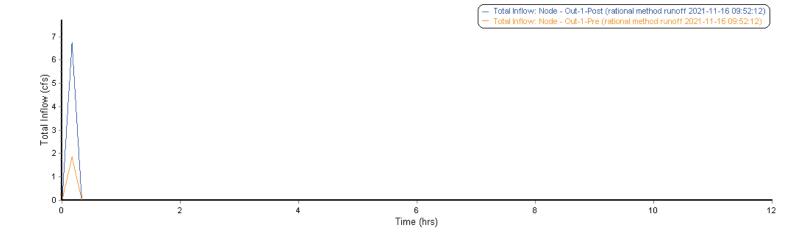
Analysis began on: Tue Nov 16 09:51:21 2021 Analysis ended on: Tue Nov 16 09:51:23 2021 Total elapsed time: 00:00:02



Autodesk® Storm and	l Sanitary Ana	alysis 2016	- Ve:	rsion 12.0.	42 (Build	0)						
*************  Project Description *************  File Name rational method runoff.SPF												
************  Analysis Options  ***********  Flow Units												
******* Element Count ******** Number of subbasins Number of nodes Number of links	2											
**************** Subbasin Summary ************ Subbasin	Total Area ft²	Flow Length ft		rage lope								
DA#1-Post	50701.81 50701.81	200.00	2.0000 2.0000									
**********  Node Summary  *********  Node  ID	Element Type	Inv Elevat	vert Lion ft		Ponded Area ft²	External Inflow						
Out-1-Post Out-1-Pre	OUTFALL OUTFALL		3.75 3.75	268.75 268.75	0.00							
**************************************		Volume acre-ft  0.301 1.000		Depth inches								
**************************************		Volume acre-ft	M	Volume gallons								
External Inflow External Outflow Initial Stored Volume		0.000 0.118 0.000		0.000 0.038 0.000								

Final Stored V		0.000	C	0.000			
Runoff Coeffic	**************************************	ns Report					
Subbasin DA#1-	-Post						
Soil/Surface I					rea ft²)	Soil Group	Runoff Coeff.
Forest, 25 year Parking, 25 year Pond-Area Bypass-Area	5 years or great ars or greater ears or greater a & Weighted Run			6968 25450	3.96 0.92 5.99 9.97	C (0-2%) C (0-2%) C (0-2%) C (0-2%) C (0-2%)	0.18 0.12 0.95 0.80 0.18
Subbasin DA#1-				_		0 11	D 66
Soil/Surface I	Description			(:	rea ft²) 	Soil Group	Runoff Coeff.
Forest, 25 year	5 years or great ars or greater a & Weighted Run				L.95	C (0-2%) C (0-2%)	0.18 0.12 0.17
Kirpich Time	**************************************	Computation	s Report				
Tc =	(0.0078 * (L^0.7	77) * (S^-0.3	885))				
Where	:						
$\Gamma = I$	Time of Concentr Flow length (ft) lope (ft/ft)						
Subbasin DA#1-	-Post						
	 Defined TOC over	ride (minute	es): 1	.0.00			
Subbasin DA#1-	-Pre 						
User-I	Defined TOC over	ride (minute	es): 1	.0.00			
**********							
Subbasin Runo:							
Subbasin	Accumulated Precip in	Rainfall Intensity in/hr	Total Runoff in	Runoff		f Con	Time of centration hh:mm:ss
DA#1-Post DA#1-Pre	1.55 1.55	9.32 9.32	0.96 0.26	6.73 1.84			00:10:00 00:10:00

Analysis began on: Tue Nov 16 09:52:10 2021 Analysis ended on: Tue Nov 16 09:52:11 2021 Total elapsed time: 00:00:01



Autodesk® Storm	and Sanitary An	alysis 2016 - Ve	ersion 12.0.	42 (Build 0)		
************ Project Descrip ********** File Name	tion	ional method det	ention.SPF			
Subbasin Hydrog Time of Concent Return Period Storm Duration. Link Routing Me Storage Node Ex Starting Date	S	ified Rational pich ears in ematic Wave e -15-2021 00:00:0				
******** Element Count ******** Number of subba Number of nodes Number of links  ********** Subbasin Summar *********** Subbasin			erage Slope %			
DA#1-Post	50701.81		0000			
*********  Node Summary  ********  Node  ID	Element Type	Invert Elevation ft	Maximum Elev. ft	Ponded I Area ft²	External Inflow	
Jun-01 Out-1-Post Stor-01	JUNCTION OUTFALL STORAGE	269.00 268.75 269.50	274.90 270.25 275.50	0.00 0.00 0.00		
********* Link Summary ******** Link ID	From Node	To Node	Element Type	Length ft	Slope %	_
Culvert-01 Orifice-01 Weir-01	Jun-01 Stor-01 Stor-01	Out-1-Post Jun-01 Jun-01	CONDUIT ORIFICE WEIR	55.0	1.3636	0.0120

Cross Section *******							
Link	Shape	Depth/	Width	No.	of	Cross	Full Flow
esign ID		Diameter		Barre	ls	Sectional	Hydraulic
'low						Area	Radius
apacity		ft	ft			ft²	ft
:fs							
Culvert-01	CIRCULAR	1.50	1.50		1	1.77	0.38
******	*****	Volume	Depth				
Runoff Quantity		acre-ft	inches				
Total Precipit Continuity Err	ation	0.077 1.000	0.797				
*****	****	Volume	Volume				
Flow Routing C		acre-ft 	Mgallons				
External Inflo		0.000	0.000				
External Outfloor Initial Stored		0.048	0.015				
Final Stored V		0.000	0.000				
Continuity Err		0.000					
	Post						
Soil/Surface D				Area (ft²)		Soil Group	Runoff Coeff.
	 years or great			1886.01		(0-2%)	0.18
Forest, 25 year				6968.96		(0-2%)	0.12
Parking, 25 ye. Pond-Area	ars or greater			25450.92 4985.99		(0-2%) (0-2%)	0.95 0.80
Bypass-Area				11409.97		(0-2%)	0.18
	& Weighted Run	off Coeff.		50701.85			0.62
<pre>Kirpich Time o ********  Tc = ( Where:</pre>	************* f Concentration ************** 0.0078 * (L^0.7	Computations ************* 7) * (S^-0.385	Report				
L = F	<pre>ime of Concentr low length (ft) ope (ft/ft)</pre>	acion (min)					
Subbasin DA#1-	Post						

Subbasin	Accumulated	 Rainfall	 Total	 Peak	Weighted		Time of
ID	Precip in	Intensity in/hr	Runoff in	Runoff cfs	Runoff Coeff		entration hh:mm:ss
DA#1-Post	0.80	4.78	0.49	3.45	0.620	0	00:10:00

Node ID	Average Depth	Maximum Depth	Maximum HGL		of Max rrence	Total Flooded	Total Time	Retention Time
	Attained ft	Attained ft	Attained ft	days	hh:mm	Volume acre-in	Flooded minutes	hh:mm:ss
Jun-01 Out-1-Post	0.52 0.02	0.76 0.26	269.76 269.01	0 0	00:17 00:17	0 0	0 0	0:00:00
Stor-01	0.09	1.93	271.43	0	00:17	0	0	0:00:00

Node	 Element	Maximum	Peak	Time of		 Maximum	Time of Peak
ID	Type	Lateral Inflow	Inflow	Peak Inflow Occurrence			Flooding Occurrence
		cfs	cfs	days	hh:mm	cfs	days hh:mm
Jun-01 Out-1-Post	JUNCTION OUTFALL	0.00	0.88	0	00:17 00:17	0.00	
Stor-01	STORAGE	3.45	3.45	0	00:10	0.00	

Storage	Node ID	Maximum	_ Maximum	Time of Max	Average	Average	Maximum
Maximum	Time of Max.	Total					
		Ponded	Ponded	Ponded	Ponded	Ponded	Storage Node
Exfiltrat	tion Exfiltr	ation Exfiltr	ated				
		Volume	Volume	Volume	Volume	Volume	Outflow
Rate	Rate	Volume					
		1000 ft <sup>3</sup>	(응)	days hh:mm	1000 ft <sup>3</sup>	(응)	cfs
cfm	hh:mm:ss	1000 ft <sup>3</sup>					
			_				
Stor-01	="	1.393	12	0 00:17	0.050	0	0.88
0.00	0:00:00	0.000					

Outfall Node ID	Flow Frequency (%)	Average Flow cfs	Peak Inflow cfs
Out-1-Post	9.80	0.49	0.88
Svstem	9.80	0.49	0.88

Link ID	т	Element	Time of	Maximum	Length	Peak Flow	Design	Ratio of
Ratio of	Tot	Type	Peak Flow	Velocity	Factor	during	Flow	Maximum
Maximum	Tin	ne Condition	Occurrence	Attained		Analysis	Capacity	/Design
Flow Surcharg	ged		days hh:mm	ft/sec		cfs	cfs	Flow
Depth minu	ites							
Culvert-01	0	CONDUIT Calculated	0 00:17	4.24	1.00	0.88	13.29	0.07
Orifice-01	5	ORIFICE	0 00:17			0.88		
Weir-01		WEIR	0 00:00			0.00		

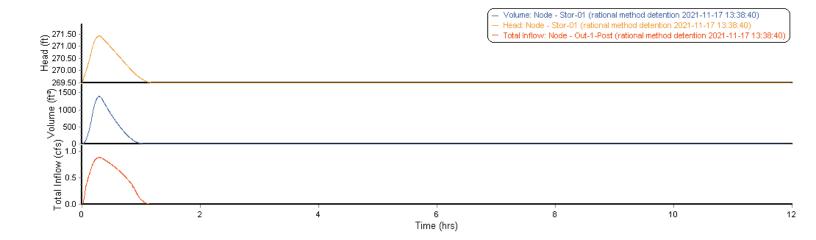
WARNING 107 : Initial water surface elevation defined for Junction Jun-01 is below junction invert elevation.

Assumed initial water surface elevation equal to invert elevation.

WARNING 108 : Surcharge elevation defined for Junction  $\bar{J}un-01$  is below junction maximum elevation. Assumed surcharge elevation equal to maximum elevation.

WARNING 002 : Max/rim elevation (depth) increased to account for connecting conduit height dimensions for Node Jun-01.

Analysis began on: Wed Nov 17 13:38:38 2021
Analysis ended on: Wed Nov 17 13:38:39 2021



Autodesk® Storm	and Sanitary An	alysis 2016 - Ve	ersion 12.0.	42 (Build 0)		
************ Project Descrip ********** File Name	tion	ional method det	cention.SPF			
Subbasin Hydrog Time of Concent Return Period Storm Duration. Link Routing Me Storage Node Ex Starting Date.	s *	ified Rational pich years in ematic Wave e -15-2021 00:00:0				
-			, i			
Number of links  *********** Subbasin Summar ********** Subbasin	* Y * Total Area	Length S	erage Slope			
ID  DA#1-Post	ft <sup>2</sup> 50701.81	ft 200.00 2.	 .0000			
********** Node Summary ******** Node ID	Element Type	Invert Elevation ft	Maximum Elev. ft	Area	External Inflow	
Jun-01 Out-1-Post Stor-01	JUNCTION OUTFALL STORAGE	269.00 268.75 269.50	274.90 270.25 275.50	0.00 0.00 0.00 0.00		
********** Link Summary ******* Link ID	From Node	To Node	Element Type	Length ft	Slope %	Manning's Roughness
Culvert-01 Orifice-01 Weir-01	Jun-01 Stor-01 Stor-01	Out-1-Post Jun-01 Jun-01	CONDUIT ORIFICE WEIR	55.0	1.3636	0.0120

Cross Section							
Link	Shape	Depth/	Width	No.	of	Cross	Full Flow
Design ID		Diameter		Barre	els	Sectional	Hydraulic
Flow						Area	Radius
Capacity		ft	ft			ft²	ft
cfs							
Culvert-01 13.29	CIRCULAR	1.50	1.50		1	1.77	0.38
*******	****	Volume	Depth				
	ity Continuity ******	acre-ft	inches				
Total Precip	itation rror (%)	0.105 1.000	1.083				
*******	*****	Volume	Volume				
	Continuity	acre-ft	Mgallons				
	low	0.000	0.000				
	flowed Volume	0.065	0.021				
	Volume	0.000	0.000				
Continuity E	rror (%)	0.000					
Runoff Coeff	1-Post	ns Report					
	Description			Area (ft²)		Soil Group	Runoff Coeff.
	25 years or great			 1886.01		 (0-2%)	0.18
Forest, 25 y	ears or greater			6968.96	С	(0-2%)	0.12
Parking, 25 per Pond-Area	years or greater			25450.92		(0-2%)	0.95
Bypass-Area				4985.99 11409.97		(0-2%) (0-2%)	0.80 0.18
	ea & Weighted Run	off Coeff.		50701.85			0.62
Kirpich Time *******  Tc =  Where  Tc =  L =	Time of Concentr Flow length (ft) Slope (ft/ft)	Computations ************* 7) * (S^-0.385	Report				
Subbasin DA#							

Subbasin	Accumulated	Rainfall	Total	Peak	Weighted		Time of
ID	Precip	Intensity	Runoff	Runoff	Runoff	Conc	entration
	in	in/hr	in	cfs	Coeff	days	hh:mm:ss
DA#1-Post	1.08	6.50	0.67	4 . 69	0.620		00:10:00
DIIII I OOC	1.00	0.00	0.07	1.03	0.020	O	00.10.00

Node ID	Average Depth	Maximum Depth	Maximum HGL	Time of Max Occurrence		Total Flooded	Total Time	Retention Time
	Attained ft 	Attained ft	Attained ft	days	hh:mm	Volume acre-in	Flooded minutes	hh:mm:ss
Jun-01	0.52	0.78	269.78	0	00:18	0	0	0:00:00
Out-1-Post	0.02	0.28	269.03	0	00:18	0	0	0:00:00
Stor-01	0.13	2.40	271.90	0	00:18	0	0	0:00:00

Node Flow Summary

Node	Element	Maximum	Peak	T	ime of	Maximum	Time of Peak
ID	Type	Lateral	Inflow	Peak	Inflow	Flooding	Flooding
		Inflow		0ccu	rrence	Overflow	Occurrence
		cfs	cfs	days	hh:mm	cfs	days hh:mm
Jun-01	JUNCTION	0.00	0.99	0	00:18	0.00	
Out-1-Post	OUTFALL	0.00	0.99	0	00:18	0.00	
Stor-01	STORAGE	4.69	4.69	0	00:10	0.00	

	e Node ID	Maximum	Maximum	Time of Max	Average	Average	Maximum				
Maximum	Time of Max.	Total									
		Ponded	Ponded	Ponded	Ponded	Ponded	Storage Node				
Exfiltrat	Exfiltration Exfiltration Exfiltrated										
		Volume	Volume	Volume	Volume	Volume	Outflow				
Rate	Rate	Volume									
		1000 ft <sup>3</sup>	(응)	days hh:mm	1000 ft <sup>3</sup>	(응)	cfs				
cfm	hh:mm:ss	1000 ft <sup>3</sup>									
Stor-01	 '	2.033	- 18	0 00:18	0.085	1	0.99				
0.00			18	0 00:18	0.085	1	0.99				
0.00	0:00:00	0.000									

Outfall	Node	ID	Flow Frequency	Average Flow	Peak Inflow
			(%) 	cfs	cfs
Out-1-Po	ost 		11.41	0.57	0.99
System			11.41	0.57	0.99

Link ID		Element	Time of	Maximum	Length	Peak Flow	Design	Ratio of
Ratio of		tal Reported Type	Peak Flow	Velocity	Factor	during	Flow	Maximum
Maximum	Ti	me Condition	Occurrence	Attained		Analysis	Capacity	/Design
Flow Surcharg			days hh:mm	ft/sec		cfs	cfs	Flow
Depth minu	tes							
Culvert-01	0	CONDUIT Calculated	0 00:18	4.42	1.00	0.99	13.29	0.07
Orifice-01	J	ORIFICE	0 00:18	}		0.99		
Weir-01 0.00		WEIR	0 00:00	)		0.00		

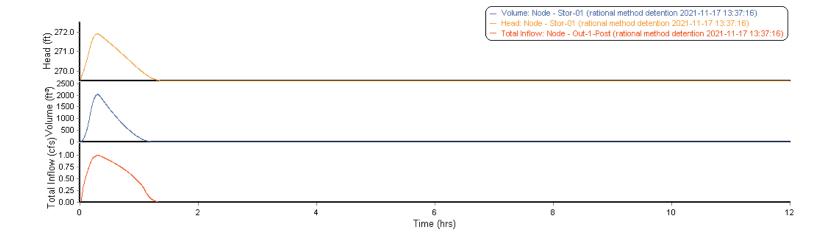
WARNING 107 : Initial water surface elevation defined for Junction Jun-01 is below junction invert elevation.

Assumed initial water surface elevation equal to invert elevation.

WARNING 108 : Surcharge elevation defined for Junction  $\bar{J}un-01$  is below junction maximum elevation. Assumed surcharge elevation equal to maximum elevation.

WARNING 002 : Max/rim elevation (depth) increased to account for connecting conduit height dimensions for Node Jun-01.

Analysis began on: Wed Nov 17 13:37:13 2021
Analysis ended on: Wed Nov 17 13:37:14 2021



Autodesk® Storm	and Sanitary An	alysis 2016 - V	ersion 12.0.	.42 (Build 0)		
*********** Project Descrip ********** File Name	tion	ional method de	tention.SPF			
Subbasin Hydrog Time of Concent Return Period Storm Duration. Link Routing Me Storage Node Ex Starting Date	ıs	pich years in ematic Wave e -15-2021 00:00: -15-2021 12:00:				
******** Element Count ********* Number of subba Number of nodes Number of links  ********** Subbasin Summar *********** Subbasin		Length	erage Slope			
ID  DA#1-Post	ft <sup>2</sup> 50701.81		 .0000			
********* Node Summary ******** Node ID	Element Type	Invert Elevation ft	Elev.	Area	External Inflow	
Jun-01 Out-1-Post Stor-01	JUNCTION OUTFALL STORAGE	269.00 268.75 269.50	274.90 270.25	0.00 0.00 0.00 0.00		
******** Link Summary ******* Link ID	From Node	To Node	Element Type	Length ft	Slope %	_
Orifice-01	Jun-01 Stor-01 Stor-01	Out-1-Post Jun-01 Jun-01	CONDUIT ORIFICE WEIR	55.0	1.3636	0.0120

Cross Section S							
Link	Shape	Depth/	Width	No.	of	Cross	Full Flow
Design ID		Diameter		Barre	els	Sectional	Hydraulic
Flow						Area	Radius
Capacity		ft	ft			ft²	ft
cfs		IC	10			10	IC
Culvert-01 13.29	CIRCULAR	1.50	1.50		1	1.77	0.38
*****	*****	Volume	Depth				
Runoff Quantity *******		acre-ft	inches				
Total Precipita Continuity Erro	tion	0.123 1.000	1.267				
*****	****	Volume	Volume				
Flow Routing Co.		acre-ft	Mgallons				
External Inflow		0.000	0.000				
External Outflo		0.076	0.025				
Initial Stored Trinal Stored Vo		0.000	0.000				
Continuity Erro		0.000	0.000				
************ Runoff Coeffici ************  Subbasin DA#1-P	ent Computatio ********  ost	ns Report					
Soil/Surface De				Area (ft²)		Soil Group	Runoff Coeff.
Open Space, 25				1886.01		 (0-2%)	0.18
Forest, 25 year				6968.96		(0-2%)	0.12
Parking, 25 yea Pond-Area	rs or greater			25450.92 4985.99		(0-2%) (0-2%)	0.95 0.80
Bypass-Area				11409.97		(0-2%)	0.18
Composite Area	& Weighted Rur	off Coeff.		50701.85			0.62
	Concentratior *******	Computations	Report				
Where:							
L = Fl	me of Concentr ow length (ft) pe (ft/ft)						
Subbasin DA#1-P	ost						

Subbasin	Accumulated	Rainfall	Total	Peak	Weighted		Time of
ID	Precip	Intensity	Runoff	Runoff	Runoff	Conc	entration
	in	in/hr	in	cfs	Coeff	days	hh:mm:ss
DA#1-Post	1.27	7.60	0.79	5.48	0.620	0	00:10:00

Node Depth Summary

Node ID	Average Depth	Maximum Depth	Maximum HGL	Time of Max Occurrence		Total Flooded	Total Time	Retention Time
	Attained ft	Attained ft	Attained ft	days	hh:mm	Volume acre-in	Flooded minutes	hh:mm:ss
Jun-01	0.53	0.79	269.79	0	00:18	0	0	0:00:00
Out-1-Post	0.03	0.29	269.04	0	00:18	0	0	0:00:00
Stor-01	0.16	2.67	272.17	0	00:18	0	0	0:00:00

Node	Element	Maximum	Peak	T	ime of	Maximum	Time of	f Peak
ID	Type	Lateral	Inflow	Peak	Inflow	Flooding	Flo	ooding
		Inflow		0ccu	rrence	Overflow	Occu:	rrence
		cfs	cfs	days	hh:mm	cfs	days	hh:mm
Jun-01	JUNCTION	0.00	1.05	0	00:18	0.00		
Out-1-Post	OUTFALL	0.00	1.05	0	00:18	0.00		
Stor-01	STORAGE	5.48	5.48	0	00:10	0.00		

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*
Storage Node Summary

Storage Node	ID Maximum	Maximum	Time of Max	Average	Average	Maximum
Maximum Time	of Max. Total					
	Ponded	Ponded	Ponded	Ponded	Ponded	Storage Node
Exfiltration :	Exfiltration Exfiltr	ated				
	Volume	Volume	Volume	Volume	Volume	Outflow
Rate	Rate Volume					
	1000 ft <sup>3</sup>	(응)	days hh:mm	1000 ft <sup>3</sup>	(응)	cfs
cfm hh:mm	:ss 1000 ft <sup>3</sup>					
Stor-01	2.454	21	0 00:18	0.112	1	1.05
0.00 0:0	0:00					

Outfall Node ID	Flow Frequency (%)	Average Flow cfs	Peak Inflow cfs
Out-1-Post	12.38	0.62	1.05
System	12.38	0.62	1.05

Link ID	Element	Time of	Maximum	Length	Peak Flow	Design	Ratio of
Ratio of	Total Reported Type	Peak Flow	Velocity	Factor	during	Flow	Maximum
Maximum	Time Condition	Occurrence	Attained		Analysis	Capacity	/Design
Flow Surcharg	jed	davs hh:mm	ft/sec		cfs	cfs	Flow
Depth minu	ites		.,				
Culvert-01 0.19	CONDUIT  0 Calculated	0 00:18	4.50	1.00	1.05	13.29	0.08
Orifice-01 0.00	ORIFICE	0 00:18			1.05		
Weir-01	WEIR	0 00:00			0.00		

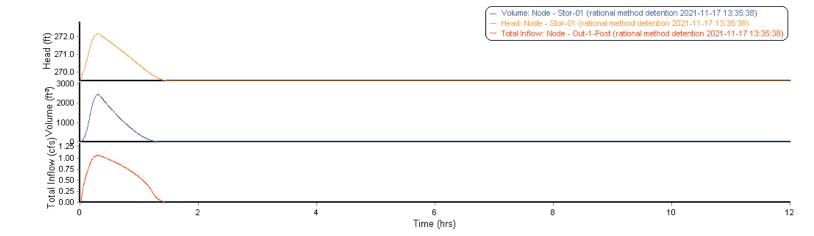
WARNING 107 : Initial water surface elevation defined for Junction Jun-01 is below junction invert elevation.

Assumed initial water surface elevation equal to invert elevation.

WARNING 108 : Surcharge elevation defined for Junction  $\bar{J}un-01$  is below junction maximum elevation. Assumed surcharge elevation equal to maximum elevation.

WARNING 002 : Max/rim elevation (depth) increased to account for connecting conduit height dimensions for Node Jun-01.

Analysis began on: Wed Nov 17 13:35:36 2021 Analysis ended on: Wed Nov 17 13:35:37 2021



Autodesk® Storm	and Sanitary An	alysis 2016 - V	ersion 12.0	.42 (Build 0)		
************** Project Descrip *********** File Name	tion	ional method de	tention.SPF			
Subbasin Hydrog Time of Concent Return Period Storm Duration. Link Routing Me Storage Node Ex Starting Date	S	ified Rational pich years in ematic Wave e15-2021 00:00:-15-2021 12:00:				
******** Element Count ******** Number of subba Number of nodes Number of links	3					
**************************************	У					
Subbasin ID	Total Area ft²		erage Slope %			
DA#1-Post	50701.81	200.00 2	.0000			
********** Node Summary *********		Tourset	Ma i	Dandad F	<del></del>	
Node ID	Element Type	Invert Elevation ft	Elev.	Ponded E Area ft²	External Inflow	
Jun-01 Out-1-Post Stor-01	JUNCTION OUTFALL STORAGE	269.00 268.75 269.50	270.25	0.00 0.00 0.00		
*********** Link Summary *******						
Link ID	From Node	To Node	Element Type	Length ft	Slope %	Manning's Roughness
Culvert-01 Orifice-01 Weir-01	Jun-01 Stor-01 Stor-01	Out-1-Post Jun-01 Jun-01	CONDUIT ORIFICE WEIR	55.0	1.3636	0.0120

Cross Section							
Link	Shape	Depth/	Width	No.	of	Cross	Full Flow
esign ID		Diameter		Barre	els	Sectional	Hydraulic
low						Area	Radius
Capacity		ft	ft			ft²	ft
efs							
·							
Culvert-01	CIRCULAR	1.50	1.50		1	1.77	0.38
*****	*****	Volume	Depth				
Runoff Quantit		acre-ft	inches				
Total Precipit Continuity Err	ation	0.137 1.000	1.410				
*****	*****	Volume	Volume				
Flow Routing C		acre-ft 	Mgallons				
External Inflo		0.000	0.000				
External Outfl Initial Stored		0.084	0.027 0.000				
Final Stored V		0.000	0.000				
Continuity Err	or (%)	0.000					
	-Post						
Soil/Surface D				Area (ft²)		Soil Group	Runoff Coeff.
	years or great			 1886.01		 (0-2%)	0.18
Forest, 25 year				6968.96		(0-2%)	0.12
Parking, 25 ye Pond-Area	ears or greater			25450.92 4985.99		(0-2%) (0-2%)	0.95 0.80
Bypass-Area				11409.97		(0-2%)	0.18
Composite Area	a & Weighted Run	off Coeff.		50701.85			0.62
Kirpich Time c *******  Tc = ( Where:	**************************************	Computations ************* 7) * (S^-0.385	Report				
L = F	Clow length (ft)	acion (min)					
Subbasin DA#1-	-Post						

Subbasin ID	Accumulated Precip in	Rainfall Intensity in/hr	Total Runoff in	Peak Runoff cfs	Weighted Runoff Coeff		Time of entration hh:mm:ss
DA#1-Post	1.41	8.46	0.87	6.11	0.620	0	00:10:00

Average	Maximum	Maximum	Time	of Max	Total	Total	Retention
Depth	Depth	HGL	0ccu	rrence	Flooded	Time	Time
Attained	Attained	Attained			Volume	Flooded	
ft	ft	ft	days	hh:mm	acre-in	minutes	hh:mm:ss
0.53	0.79	269.79	0	00:18	0	0	0:00:00
0.03	0.29	269.04	0	00:18	0	0	0:00:00
0.18	2.86	272.36	0	00:18	0	0	0:00:00
	Depth Attained ft 0.53 0.03	Depth Depth Attained ft ft  0.53 0.79 0.03 0.29	Depth Depth HGL Attained Attained ft ft ft  0.53 0.79 269.79 0.03 0.29 269.04	Depth Depth HGL Occu Attained Attained Attained ft ft ft days 0.53 0.79 269.79 0 0.03 0.29 269.04 0	Depth Depth HGL Occurrence Attained Attained Attained ft ft ft days hh:mm  0.53 0.79 269.79 0 00:18 0.03 0.29 269.04 0 00:18	Depth   Depth   HGL   Occurrence   Flooded   Volume	Depth   Depth   HGL   Occurrence   Flooded   Time

Node	 Element	Maximum	Peak	T	 ime of	Maximum	Time of Peak
ID	Туре	Lateral	Inflow	Peak Inflow		Flooding	Flooding
		Inflow				Overflow	Occurrence
		cfs	cfs	days	hh:mm	cfs	days hh:mm
Jun-01	JUNCTION	0.00	1.09	0	00:18	0.00	
Out-1-Post	OUTFALL	0.00	1.09	0	00:18	0.00	
Stor-01	STORAGE	6.11	6.11	0	00:10	0.00	

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*
Storage Node Summary

_	e Node ID	Maximum	Maximum	Time of Max	Average	Average	Maximum
Maximum	Time of Max.	Total Ponded	Ponded	Ponded	Ponded	Ponded	Storage Node
Exfiltrat	tion Exfiltr	ation Exfiltr	ated				
		Volume	Volume	Volume	Volume	Volume	Outflow
Rate	Rate	Volume 1000 ft³	(%)	days hh:mm	1000 ft <sup>3</sup>	(%)	cfs
cfm	hh:mm:ss	1000 ft <sup>3</sup>		_			
			_				
Stor-01	0:00:00	2.787 0.000	24	0 00:18	0.136	1	1.09
0.00	0:00:00	0.000					

Outfall Node ID	Flow Frequency (%)	Average Flow cfs	Peak Inflow cfs
Out-1-Post	13.11	0.65	1.09
Svstem	13.11	0.65	1.09

Link ID		Clement	Time o	f Maximum	Length	Peak Flow	Design	Ratio of
Ratio of	T	eported Type	Peak Flo	w Velocity	Factor	during	Flow	Maximum
Maximum	Time Condi		Occurrenc	e Attained		Analysis	Capacity	/Design
Flow Surchard	jed		days hh:m	m ft/sec		cfs	cfs	Flow
Depth minu	ites							
Culvert-01 0.19	C Calcul	CONDUIT	0 00:1	8 4.55	1.00	1.09	13.29	0.08
Orifice-01		RIFICE	0 00:1	8		1.09		
0.00 Weir-01 0.00	V	NEIR	0 00:0	0		0.00		

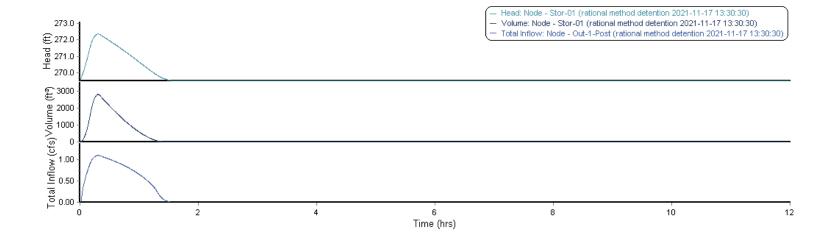
WARNING 107 : Initial water surface elevation defined for Junction Jun-01 is below junction invert elevation.

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WARNING 002 : Max/rim elevation (depth) increased to account for connecting conduit height dimensions for Node Jun-01.

Analysis began on: Wed Nov 17 13:30:28 2021 Analysis ended on: Wed Nov 17 13:30:29 2021



Autodesk® Storm	and Sanitary An	alysis 2016 - Ve	ersion 12.0.	42 (Build 0)		
************ Project Descrip ********** File Name	tion	ional method det	ention.SPF			
Subbasin Hydrog Time of Concent Return Period Storm Duration. Link Routing Me Storage Node Ex Starting Date	S	ified Rational pich years in ematic Wave e -15-2021 00:00:0				
******** Element Count ********* Number of subba Number of nodes Number of links  ********** Subbasin Summar ********** Subbasin		Length S	erage Slope			
ID  DA#1-Post	ft <sup>2</sup> 50701.81	ft 200.00 2.	 0000			
********* Node Summary ******* Node ID	Element Type	Invert Elevation ft	Maximum Elev. ft	Ponded F Area ft²	External Inflow	
Jun-01 Out-1-Post Stor-01	JUNCTION OUTFALL STORAGE	269.00 268.75 269.50	274.90 270.25 275.50	0.00 0.00 0.00		
********** Link Summary ******* Link ID	From Node	To Node	Element Type	Length ft	Slope %	_
Culvert-01 Orifice-01 Weir-01	Jun-01 Stor-01 Stor-01	Out-1-Post Jun-01 Jun-01	CONDUIT ORIFICE WEIR	55.0	1.3636	0.0120

Cross Sectior							
Link	Shape	Depth/	Width	No.	of	Cross	Full Flow
Design ID		Diameter		Barre	els	Sectional	Hydraulic
Flow						Area	Radius
Capacity		ft	ft			ft²	ft
cfs		10	10			10	20
Culvert-01 13.29	CIRCULAR	1.50	1.50		1	1.77	0.38
*******	*****	Volume	Depth				
	ity Continuity	acre-ft	inches				
Total Precipi	itation cror (%)	0.151 1.000	1.553				
*******	*****	Volume	Volume				
Flow Routing	Continuity	acre-ft	Mgallons				
	Low	0.000	0.000				
	flow	0.093	0.030				
	ed Volume Volume	0.000	0.000				
	ror (%)	0.000	0.000				
Runoff Coeffi	l-Post	ns Report					
Soil/Surface	Description			Area (ft²)		Soil Group	Runoff Coeff.
	25 years or great			1886.01		(0-2%)	0.18
	ears or greater			6968.96		(0-2%)	0.12
Pond-Area	years or greater			25450.92 4985.99		(0-2%) (0-2%)	0.95 0.80
Bypass-Area				11409.97		(0-2%)	0.18
Composite Are	ea & Weighted Run	off Coeff.		50701.85			0.62
Kirpich Time *******	**************************************	Computations ********	Report				
Where	<b>:</b> :						
L =	Time of Concentr Flow length (ft) Slope (ft/ft)	ation (min)					
Subbasin DA#1	l-Post						

Subbasin	Accumulated	Rainfall	Total	Peak	Weighted		Time of
ID	Precip	Intensity	Runoff	Runoff	Runoff	Conc	entration
	in	in/hr	in	cfs	Coeff	days	hh:mm:ss
DA#1-Post	1.55	9.32	0.96	6.73	0.620	0	00:10:00

Node	Average	Maximum	Maximum	Time	of Max	Total	Total	Retention
ID	Depth	Depth	HGL	0ccu	ırrence	Flooded	Time	Time
	Attained	Attained	Attained			Volume	Flooded	
	ft	ft	ft	days	hh:mm	acre-in	minutes	hh:mm:ss
- 04								
Jun-01	0.53	0.80	269.80	Ü	00:18	0	0	0:00:00
Out-1-Post	0.03	0.30	269.05	0	00:18	0	0	0:00:00
Stor-01	0.21	3.05	272.55	0	00:18	0	0	0:00:00

Node	Element	Maximum	Peak	Т	ime of	Maximum	Time of	Peak
ID	Type	Lateral	Inflow	Peak	Inflow	Flooding	Flo	oding
		Inflow		0ccu	rrence	Overflow	Occur	rence
		cfs	cfs	days	hh:mm	cfs	days	hh:mm
Jun-01	JUNCTION	0.00	1.13	0	00:18	0.00		
Out-1-Post	OUTFALL	0.00	1.13	0	00:18	0.00		
Stor-01	STORAGE	6.73	6.73	0	00:10	0.00		

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*
Storage Node Summary

Storage	e Node ID	Maximum	Maximum	Time of Max	Average	Average	Maximum
Maximum	Time of Max.	Total					
		Ponded	Ponded	Ponded	Ponded	Ponded	Storage Node
Exfiltrat	tion Exfiltr	ation Exfiltr	ated				
		Volume	Volume	Volume	Volume	Volume	Outflow
Rate	Rate	Volume					
		1000 ft <sup>3</sup>	(%)	days hh:mm	1000 ft <sup>3</sup>	(%)	cfs
cfm	hh:mm:ss	1000 ft <sup>3</sup>					
			-		0 4 64	_	
Stor-01	=	3.124	27	0 00:18	0.161	1	1.13
0.00	0:00:00	0.000					

Outfall Node ID	Flow Frequency (%)	Average Flow cfs	Peak Inflow cfs
Out-1-Post	13.81	0.68	1.13
Svstem	13.81	0.68	1.13

Link ID	m	Element	Time of	Maximum	Length	Peak Flow	Design	Ratio of
Ratio of	Total	Type	Peak Flow	Velocity	Factor	during	Flow	Maximum
Maximum	Time	Condition	Occurrence	Attained		Analysis	Capacity	/Design
Flow Surchard	jed		days hh:mm	ft/sec		cfs	cfs	Flow
Depth minu	ites							
Culvert-01	0 Ca	CONDUIT alculated	0 00:18	4.59	1.00	1.13	13.29	0.09
Orifice-01	0 06	ORIFICE	0 00:18			1.13		
0.00 Weir-01 0.00		WEIR	0 00:00			0.00		

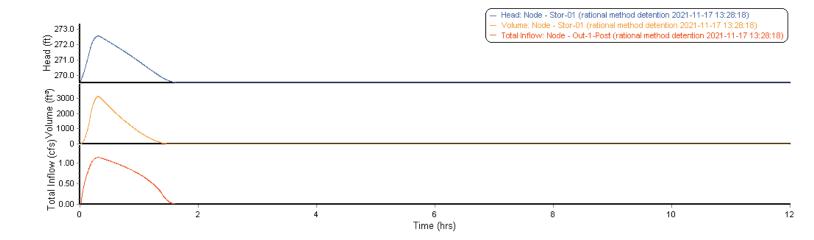
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Analysis began on: Wed Nov 17 13:28:15 2021 Analysis ended on: Wed Nov 17 13:28:16 2021



# **Enclosure 8**

Pipe Capacity Calculations

Gluckstadt, MS AutoZone

### 24-hour storm event precipitation

	Drain	runoff C	Drain	runoff C	Total	weighted	actual	chosen	rainfall	rainfall	rainfall	rainfall	runoff	runoff	runoff	runoff
Catchment	Area 1	Area 1	Area 2	Area 2	Area	С	Tc	Tc	I (10)	I (25)	I (50)	I (100)	Q (10)	Q (25)	Q (50)	Q (100)
	(sf)		(sf)		(acres)		(min)	(min)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(cfs)	(cfs)	(cfs)	(cfs)
SW Area Inlet	1,115	0.18	5280	0.95	0.15	0.82	10.0	10.0	6.50	7.60	8.46	9.32	0.78	0.91	1.01	1.12
SE Curb Inlet	1,052	0.18	6750	0.95	0.18	0.85	10.0	10.0	6.50	7.60	8.46	9.32	0.99	1.15	1.28	1.41
NE Curb Inlet	0	0.18	5740	0.95	0.13	0.95	10.0	10.0	6.50	7.60	8.46	9.32	0.81	0.95	1.06	1.17

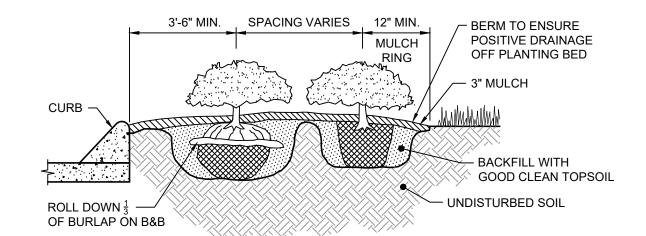
	runoff	Catch	captured	cumulat.	Pipe	U.S.	D.S.	Pipe	Pipe	Pipe	U.S.	Cover	D.S.	Cover	Full		
Catchment	Q (25)	Basin	flow	Q (25)	Out	Invert	Invert	Length	slope	Size	Grade	over pipe	Grade	over pipe	Flow	Q / Qfull	velocity
	(cfs)	efficiency	(cfs)	(cfs)	Desig.	Elev.	Elev.	(ft)	%	(inches)	at CB	(ft)	at CB	(ft)	(cfs)		(fps)
SW Area Inlet	0.91	100.0%	0.91	0.91		272.63	271.55	108.0	1.00%	18	275.63	1.3	273.99	0.7	11.8	0.1	2.6
SE Curb Inlet	1.15	100.0%	1.15	2.06		271.55	270.75	76.0	1.05%	18	273.99	0.7	274.45	1.9	12.0	0.2	4.0
NE Curb Inlet	0.95	100.0%	0.95	3.01	to pond	270.75	270.00	70.0	1.07%	18	274.45	1.9	272.00	0.3	12.0	0.3	5.2
					·	·				·					•		
					·	·				·							

	bypass
	flow
	(cfs)
	0.00
	0.00
	0.00
_	

11/16/2021

## LANDSCAPE NOTES:

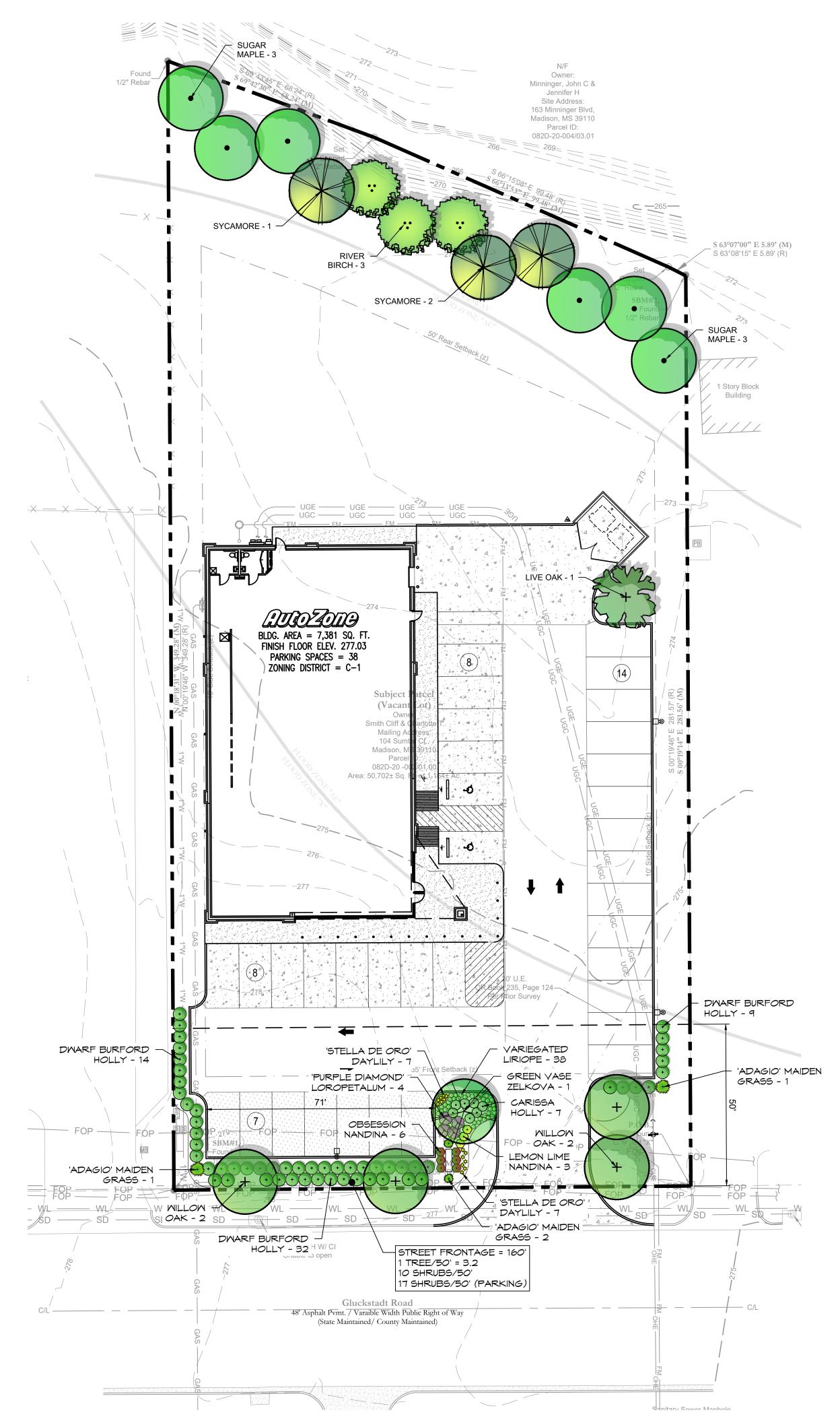
- 1. WHEN APPLICABLE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING TREES TO REMAIN. NO HEAVY EQUIPMENT SHOULD BE PERMITTED TO OPERATE OR BE STORED, NOR ANY MATERIALS TO BE HANDLED OR STORED, WITHIN THE DRIPLINES OF TREES OUTSIDE THE LIMIT OF
- THE QUANTITIES INDICATED ON THE PLANT LIST AND PLAN ARE PROVIDED FOR THE BENEFIT OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY CALCULATIONS AND THE LIABILITY WHICH PERTAINS TO THOSE QUANTITIES AND TO ANY RELATED CONTRACT DOCUMENTS AND/OR PRICE QUOTATIONS. QUESTIONS SHOULD BE DIRECTED TO THE LANDSCAPE ARCHITECT.
- 3. ALL PLANT MATERIALS SHALL COMPLY WITH THE AMERICAN STANDARD FOR NURSERY STOCK: ANSI Z-60.1; LATEST EDITION, FOR SIZE AND QUALITY.
- 4. NO SUBSTITUTIONS AS TO TYPE, SIZE, OR SPACING OF PLANT MATERIALS SPECIFIED ON THIS PLAN MAY BE MADE WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT. KITA LANDSCAPE DESIGN (615)
- 5. THE CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES AND TO PROTECT UTILITIES THAT ARE TO REMAIN. THE CONTRACTOR SHALL REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
- 6. SOD ALL DISTURBED AREAS.
- 7. SOIL USED FOR PLANTING SHALL CONSIST OF (5) PARTS TOPSOIL, (1) PART SAND AND (2) PARTS ORGANIC MATTER, MIXED WITH I POUND OF FERTILIZER PER CUBIC YARD. A. SAND SHALL BE CLEAN MASONRY SAND.
  - B. ORGANIC MATTER SHALL BE PEAT MOSS, OR WELL COMPOSTED PINE BARK, OR APPROVED EQUAL AND SHALL BE FINELY GROUND AND FREE OF WEEDS. C. ALL FERTILIZER SHALL BE 10-10-10 WITH MINOR ELEMENTS. FERTILIZER SHALL HAVE 40-50% OF ITS TOTAL NITROGEN IN A WATER INSOLUBLE FORM.
- 8. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS AND SOD AREAS PRIOR TO INSTALLATION. TREFLAN OR AN APPROVED EQUAL SHALL BE USED.
- 9. ALL PLANT BEDS SHALL HAVE A MINIMUM OF 3" DEEP MULCH. MULCH SHALL BE SHREDDED HARDWOOD.
- 10. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO CONFIRM MATERIAL QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN SHALL TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT LIST.
- 11. PRIOR TO FINAL PAYMENT, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH COMPLETE WRITTEN INSTRUCTIONS ON PROPER CARE OF ALL SPECIFIED PLANT MATERIALS.
- 12. THE LANDSCAPE INSTALLATION SHALL BE COORDINATED WITH THE IRRIGATION INSTALLATION WHEN APPLICABLE.
- 13. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES AND TAKE SPECIAL CARE TO INSURE THAT BED PREPARATION DOES NOT INHIBIT DRAINAGE.
- 14. ALL LAWN AREAS SHALL BE CULTIVATED TO A DEPTH OF 4" PRIOR TO SODDING AND SEEDING. PREPARED TURF BEDS SHALL BE FREE FROM STONES OVER 2" DIAMETER, WEEDS AND OTHER
- 15. THE LANDSCAPE CONTRACTOR SHALL RAKE SMOOTH ALL SEED OR SOD AREAS PRIOR TO INSTALLATION.
- 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING BEHIND THE CURB SO GRADE IS LEVEL WITH TOP OF CURB.
- 17. SODDED AREAS SHALL HAVE NO BARE AREAS. SEEDED AREAS SHALL BE CONSIDERED ACCEPTABLE WHEN FULL COVERAGE OF THE PERMANENT TURF GRASS SPECIES IS ESTABLISHED.
- 18. CUT AWAY ROPES OR WIRES FROM B&B PLANTS. PULL BACK BURLAP FROM TOP OF ROOT BALL. DO NOT ALLOW BURLAP TO BE EXPOSED AT SURFACE. TOTALLY REMOVE BURLAP IF IT IS SYNTHETIC.
- 19. IF CONTAINER GROWN PLANTS SHOW SIGNS OF BEING ROOT BOUND, SCORE ROOTS VERTICALLY.
- 20. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
- 21. ALL REPLACEMENTS SHALL BE OF THE SAME TYPE, SIZE, AND QUALITY AS SPECIFIED ON THE PLANT LIST, UNLESS APPROVED OTHERWISE IN WRITING BY THE LANDSCAPE ARCHITECT.
- 22. ANY MATERIAL THAT IS DEEMED TO BE 25% DEAD OR MORE SHALL BE CONSIDERED DEAD, AND MUST BE REPLACED AT NO CHARGE. A TREE IS CONSIDERED DEAD WHEN THE MAIN LEADER HAS DIED BACK, OR MORE THAN 25% OF THE CROWN IS DEAD.
- 23. REPLACEMENTS SHALL BE MADE DURING THE NEXT PLANTING SEASON UNLESS THE LANDSCAPE CONTRACTOR AGREES TO AN EARLIER DATE. PLANTING DATES
  - SPRING: MARCH 15 APRIL 15 FALL: OCTOBER 1 - NOVEMBER 30
- 24. THE LANDSCAPE CONTRACTOR WILL NOT BE RESPONSIBLE FOR PLANT MATERIAL THAT HAS BEEN DAMAGED BY VANDALISM, FIRE, RELOCATION, WILDLIFE, THEFT, OR OTHER ACTIVITIES BEYOND THE LANDSCAPE CONTRACTOR'S CONTROL.
- 25. CONTRACTOR TO IRRIGATE ALL NEW LANDSCAPE PLANTINGS AND LAWN AREAS WITH AN AUTOMATED UNDERGROUND IRRIGATION SYSTEM.
- 26. IRRIGATION TO HAVE A SEPARATE METER.
- 27. GENERAL CONTRACTOR TO COORDINATE AND BE RESPONSIBLE FOR WATERING ALL PLANTS AND SEEDED AREAS AFTER PLANTING UNTIL IRRIGATION SYSTEM IS OPERABLE.

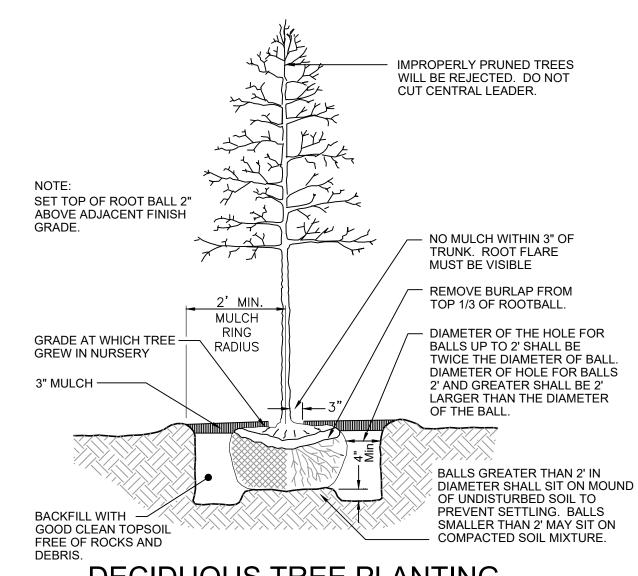


SHRUB / GROUND COVER PLANTING NOT TO SCALE



Kevin Reff, RLA KITA Sustainable Designs, LLC 3369 Reids Chapel Rd. Campbellsville, KY 42718 (615) 469 - 1222 Ofc. (615) 594 - 7333 Cell. kreff@kitadesign.biz



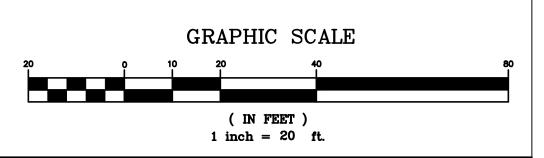


## DECIDUOUS TREE PLANTING NOT TO SCALE

LANDSCAPE CALCULATIONS									
SITE AREA:		50,702 SF	(1.16 AC)						
		REQUIRED	PROVIDED						
STREET YARD: 160'									
1 TREE/50'		3.2	3						
10 SHRUBS/50'		32.0							
PARKING SPACES:		-	37						
200 SF AREA PER SPACE		7,400 SF							
1 TREE / 10 SPACES:		4							
INTERIOR PARKING AREA:		-	16,093						
PLANTING AREA: (MIN.)		8%	9.3%						
PLANTING AREA: (SQ. FT.)		1287 SF	1490 SF						

	P	LANT SCHE	DUL	E	
QTY.	COMMON NAME	BOTANICAL NAME	HEIGHT	TRUNK	COMMENTS
CANOP	Y TREES				
1	'Green Vase' Japanese Zelkova	Zelkova serrata 'Green Vase'	10' - 12'	2" Cal.	B&B
1	Live Oak	Quercus virginiana	10' - 12'	2" Cal.	B&B
3	River Birch	Betula nigra	10' - 12'	2" Cal.	B&B
6	Sugar Maple	Acer saccharum	10' - 12'	2" Cal.	B&B
3	Sycamore	Platanus occidentalis	10' - 12'	2" Cal.	B&B
4	Willow Oak	Quercus phellos	10' - 12'	2" Cal.	B&B
18	TOTAL - CANOPY TREES				
UNDER	STORY/COLUMNAR TREES	8			
0					
0	TOTAL - UNDERSTORY TREES				
18	TOTAL - ALL TREES				
SHRUB	S				
7	Carissa Holly	llex cornuta 'Carissa'	18" Min.		Container
55	Dwarf Burford Holly	llex cornuta 'Burfordii nana'	24" Min.		Container
3	'Lemon Lime' Nandina	Nandina domestica 'Lemon-Lime'	12" Min.		Container
6	'Obsession' Nandina	Nandina domestica 'Seika'	18" Min.		Container
4	Purple Diamond Loropetalum	Loropetalum chinense 'Shang-hi'	24" Min.		Container
75	TOTAL - SHRUBS				
GRASS	SES, PERENNIALS AND GR	OUND COVER			
4	'Adagio' Maiden Grass	Miscanthus sinensis 'Adagio'	24"	3 Gal.	
14	Stella De Oro Daylily	Hemerocallis x 'Stella de Oro'		1 Gal.	
38	Variegated Liriope	Liriope muscari 'Variegata'		1 Gal.	
TURF					
-	Hybrid Fescue Seed/Sod	Drought tolerant fescue blend			



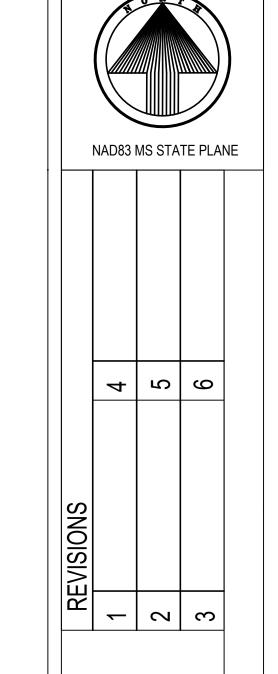




# Civil Engineering Services

7705 Spicer Farm Lane Fairview, Tennessee 37062 e-mail: ray@civilengineeringservices.net

phone: (615) 533-0401 fax: (615) 523-8865 Engineering, Environmental, Land Planning



01 07 AutoZone & WEST OF

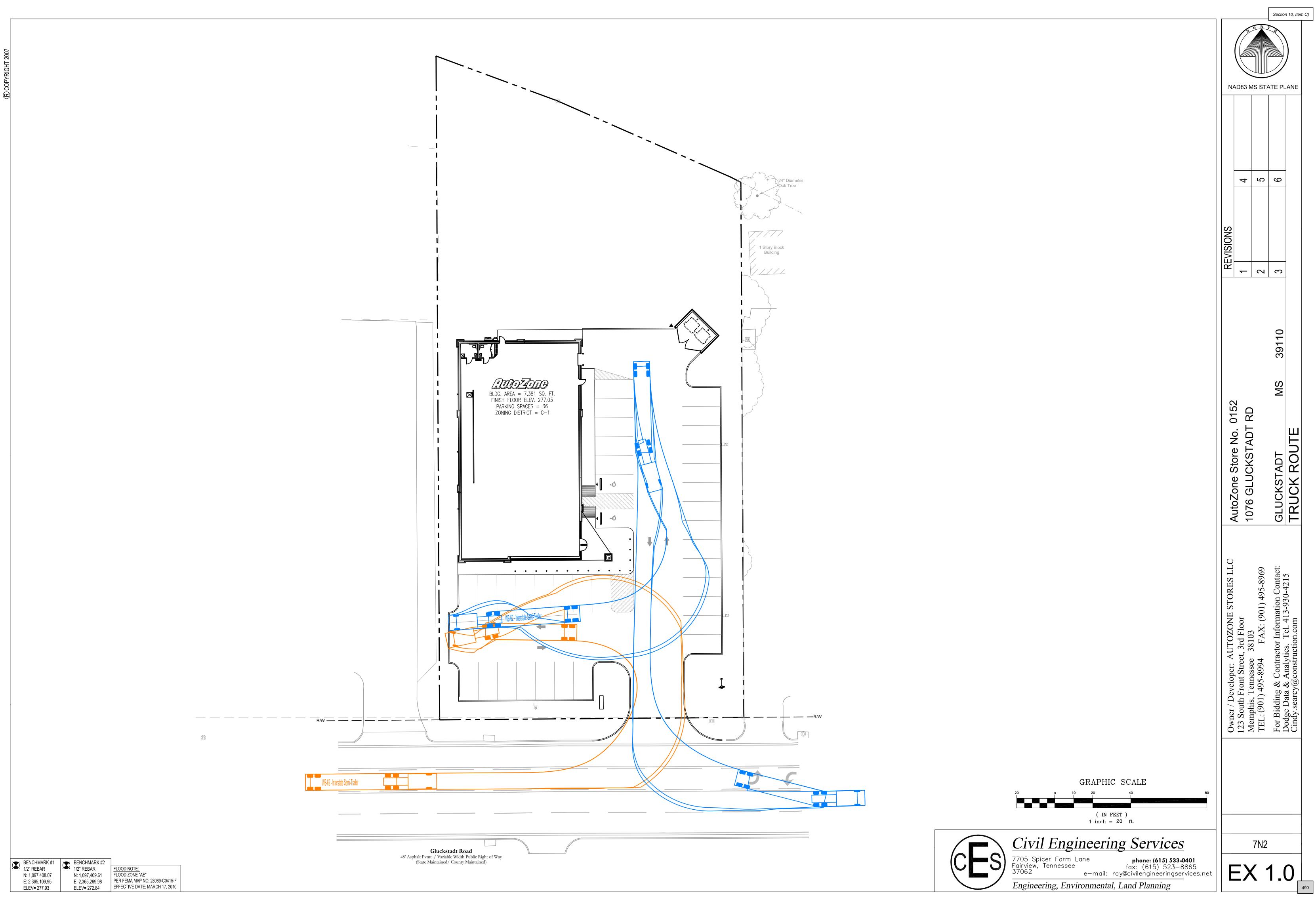
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ANDSC/

Developer: AUTOZONE STORES L. h Front Street, 3rd Floor s, Tennessee 38103 AX: (901)



10/08/2021 7N2



Section 10, Item C)

## City of Gluckstadt

### **Application for Site Plan Review**

Subject Property Address:	At the same and the same of th
Parcel #: 087E - 22-010	
owner: Clark Blurton	Applicant: Dualed L. Jesslorder
	Applicant. 1340 Cl Wood Strong C
Address: 6055 Kidy-wood Rd	Address: 464 Church Kd Suite VC
Address: 6055 Ridgy wood Rd Vackson, MS 39211	Applicant: Daniel Wooldridge Address: 464 Church Rd Suite Voc Madren, MS 39110
Phone #: 601-941-3227	Phone #: 601-209-8665
E-Mail: <u>Columbus le grail, con</u>	E-Mail: wooldidge architecture yahow. com
Current Zoning District:	,
Acreage of Property (If applicable): 1.5ac	
Use sought of Property: Office / Yard	
,	

#### Requirements of Applicant:

- 1. Copy of written legal description.
- 2. Site Plan as required in Sections 807-810 of City of Gluckstadt Zoning Ordinance
- 3. Color Rendering & Elevations at time of submittal

Requirements for Site Plan Submittal (Refer to Section 807, Gluckstadt Zoning Ordinance)

Nine (9) copies of the site plan shall be prepared and submitted to the Zoning Administrator.

Digital copies are acceptable. Three (3) hard copies are required.

#### Site Plan Specifications (Section 809, Zoning Ordinance)

- A. Lot Lines (property lines)
- B. Zoning of the adjacent lots
- C. The names of owners of adjacent lots
- D. Rights of way existing and proposed streets, including streets shown on the adopted Throughfares plan
- E. Access ways, curb cuts, driveways, and parking, including number of parking spaces to be provided
- F. All existing and proposed easements
- G. All existing and proposed water and sewer lines. Also, the location of all existing and proposed fire hydrants.
- H. Drainage plan showing existing and proposed storm drainage facilities. The drainage plan shall indicate adjacent off site drainage courses and projected storm water flow rates from off-site and on-site sources.

- I. Contours at vertical intervals of five (5) feet or less.
- J. Floodplain designation, according to FEMA Maps.
- K. Landscaped areas and planting screens.
- L. Building lines and the locations of all structures, existing and proposed
- M. Proposed uses of the land and buildings, if known
- N. Open space and recreation areas, where required.
- O. Area in square feet, and/or square acres of parcel
- P. Proposed gross lot coverage in square feet
- Q. Number and type of dwelling units where proposed
- R. Location of sign structures and drawings. (Section 701)
- S. Location of garbage dumpster and enclosure. (Section 406.06)
- T. Any other data necessary to allow for a through evaluation of the proposed use, including a traffic study.

Applicant shall be present at the monthly meeting of the Planning and Zoning Commission when site plan is on the agenda for consideration; additionally, applicant shall be present at the Mayor and Board of Alderman meeting when the site plan is on the agenda for final approval.

Applicant is responsible for complying with all applicable requirements of the Gluckstadt Zoning Ordinance.

Site Plans shall be submitted by the 5:00 pm on the 5<sup>th</sup> day of the month, immediately preceding the next regular meeting of the Planning and Zoning Commission. <u>No Exceptions.</u>

Once submitted to the Planning & Zoning Administrator for approval to add to the Planning and Zoning Commission's agenda, no amendments or changes shall be made to the site plan. If you wish to submit changes, you will be required to resubmit by the 5<sup>th</sup> of the following month for the next monthly meeting of the Planning and Zoning Commission.

Attestation: By signing this application, the applicant agrees to all the terms and conditions laid out in this document. Approval of site plan is subject to Board approval.

Applicant Signature

Date

## CITY OF GLUCKSTADT BUILDING DEPARTMENT OFFICE USE ONLY

Date Received:	-					
Application Complete & Approve	d to	Submit to	P&2	Board	(please	check):

Yes\_\_\_\_\_No\_\_\_

Signature:

Planning & Zoning Administrator (or Authorized Representative)

## DRAINAGE CALCULATIONS FOR

## **Blurton Holdings**

In cooperation with:

**Venture South** 

Analysis and report prepared by:

Colin L. Baird, PE, PLS Baird Engineering, Inc. 506 Jefferson Street Clinton, Mississippi 39056

Date: July 7, 2023



#### INTRODUCTION

In response to the proposed construction of a new building, concrete parking area and slag yard located in Gluckstadt, Mississippi, it was requested that Baird Engineering, Inc. perform rainfall-runoff analyses of the site for both pre- and post-construction conditions. This analysis is a part of this report.

The site currently has NO existing building, parking lot and driveways and is pasture type land. The entire area for the proposed project is approximately 1.50 acres. Currently, the surface drains to the southeast corner of the property. From the southeast corner of the property, the runoff then flows via existing ditches into the existing detention pond. A copy of the topographic survey is included in the civil plans by Baird Engineering, Inc.

It is my understanding that Titan Business Park was established around 2004, and the stormwater detention pond was constructed in Phase 1 to accept the post development flow of the entire development. The original stormwater detention pond was designed by Diversified Consultants, Inc.

#### **ANALYSES**

Hydrologic analyses for the site were performed in which pre- and post-construction conditions were examined. The Rational Method for computing runoff was used.

Section 10, Item D)

# Hydrograph by Return Period Hydrology Studio v 3.0.0.13

07-07-2023

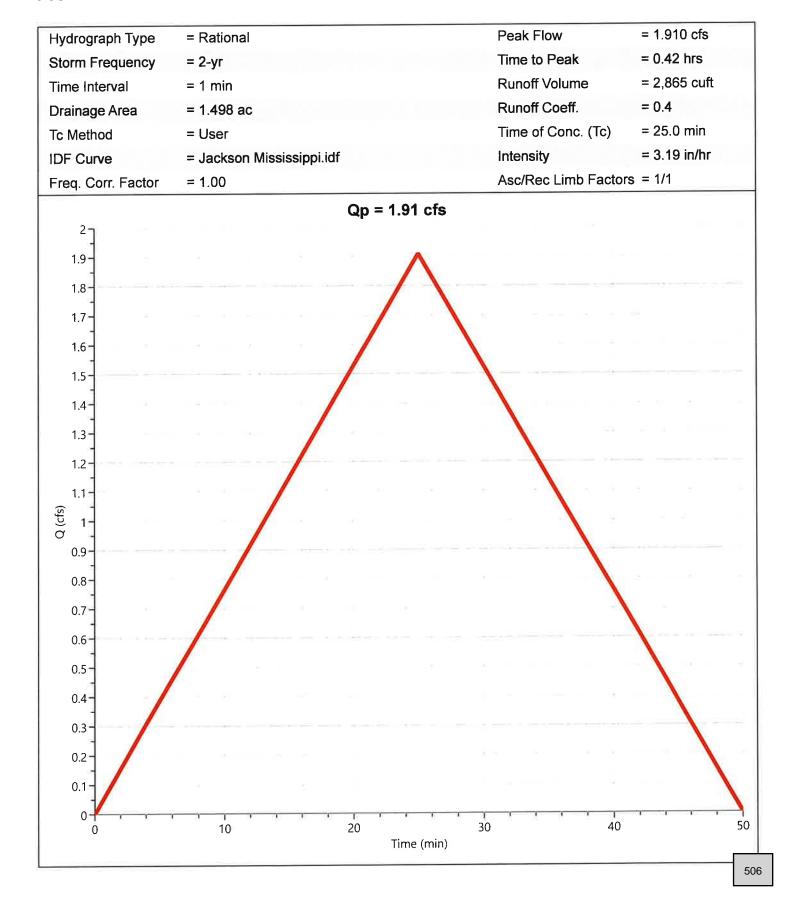
lyd.	Hydrograph	Hydrograph				Peak Out	flow (cfs)			
lo.	Туре	Name	1-уг	2-уг	3-уг	5-yr	10-yr	25-yr	50-yr	100-у
1	Rational	Pre Blurton		1.910		2.286	2.600	3.024	3.350	3.672
2	Rational	Post Blurton		5.455		6.504	7.377	8.548	9.466	10.32
3	Pond Route	Lakeside		3.872		4.449	4.806	5.255	5.599	5.912

07-07-2023

## Hydrograph 2-yr Summary

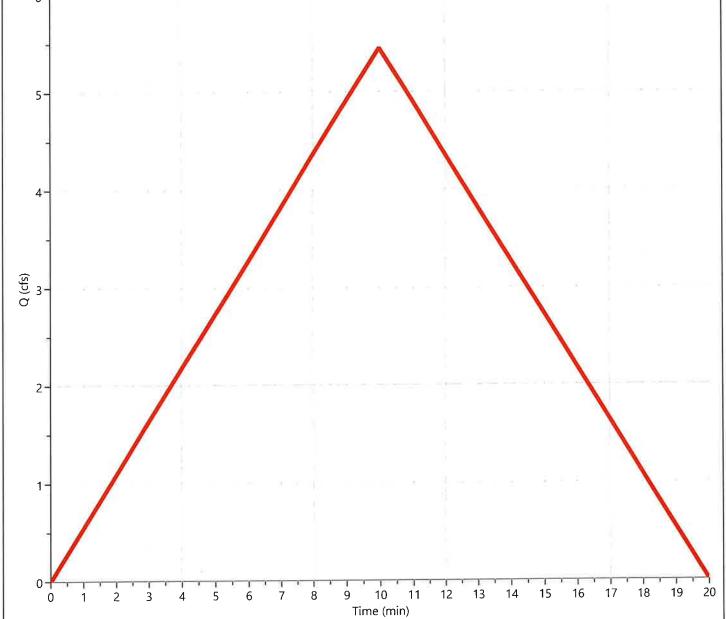
yd. o.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	Rational	Pre Blurton	1.910	0.42	2,865	1000		
2	Rational	Post Blurton	5.455	0.17	3,273			
3	Pond Route	Lakeside	3.872	0.22	3,271	2	253.60	1,080

#### **Pre Blurton**



### Post Blurton Hyd. No. 2

Hydrograph Type	= Rational	Peak Flow	= 5.455 cfs
Storm Frequency	= 2-yr	Time to Peak	= 0.17 hrs
Time Interval	= 1 min	Runoff Volume	= 3,273 cuft
Drainage Area	= 1.5 ac	Runoff Coeff.	= 0.72
Tc Method	= User	Time of Conc. (Tc)	= 10.0 min
IDF Curve	= Jackson Mississippi.idf	Intensity	= 5.05 in/hr
Freq. Corr. Factor	= 1.00	Asc/Rec Limb Factor	rs = 1/1
67	Qp = 5.45	cfs	
5-			



07-07-2023 Hydrology Studio v 3.0.0.13

#### Hyd. No. 3 Lakeside

Hydrograph Type	= Pond Route	Peak Flow	= 3.872 cfs
Storm Frequency	= 2-yr	Time to Peak	= 0.22 hrs
Time Interval	= 1 min	Hydrograph Volume	= 3,271 cuft
Inflow Hydrograph	= 2 - Blurton	Max. Elevation	= 253.60 ft
Pond Name	= Blurton	Max. Storage	= 1,080 cuft
Pond Routing by Storage Inc	dication Method	Center of n	nass detention time = 5 min
67	Qp = 3.87	cfs	
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07-07-2023

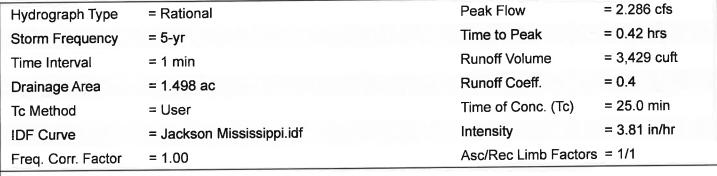
## Hydrograph 5-yr Summary

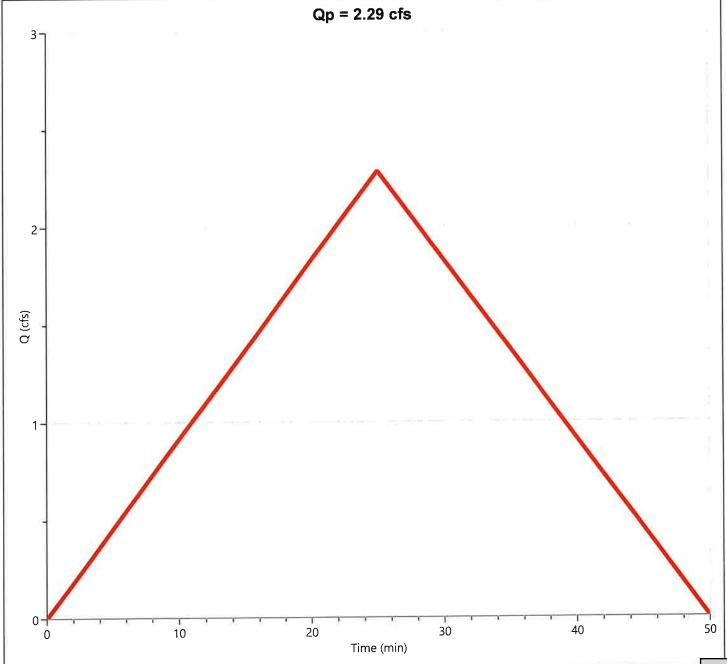
Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	Rational	Pre Blurton	2.286	0.42	3,429	17 <u>000</u> 1		
2	Rational	Post Blurton	6.504	0.17	3,902			
3	Pond Route	Lakeside	4.449	0.22	3,901	2	253.89	1,308
			**					

510

Hydrology Studio v 3.0.0.13 07-07-2023

#### **Pre Blurton**





## Post Blurton Hyd. No. 2

Hydrograph Type	= Rational	Peak Flow	= 6.504 cfs
Storm Frequency	= 5-yr	Time to Peak	= 0.17 hrs
Time Interval	= 1 min	Runoff Volume	= 3,902 cuft
Orainage Area	= 1.5 ac	Runoff Coeff.	= 0.72
c Method	= User	Time of Conc. (Tc)	= 10.0 min
OF Curve	= Jackson Mississippi.idf	Intensity	= 6.02 in/hr
req. Corr. Factor	= 1.00	Asc/Rec Limb Fact	ors = 1/1
	Qp = 6.50	cfs	
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### Lakeside Hyd. No. 3

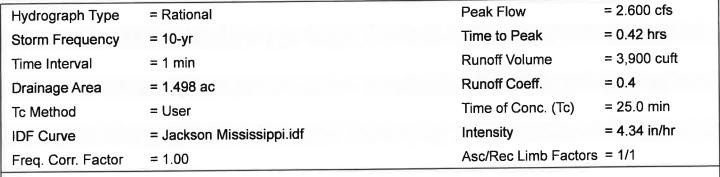
Hydrograph Type	= Pond Route	Peak Flow	= 4.449 cfs
Storm Frequency	= 5-yr	Time to Peak	= 0.22 hrs
Time Interval	= 1 min	Hydrograph Volume	= 3,901 cuft
Inflow Hydrograph	= 2 - Blurton	Max. Elevation	= 253.89 ft
Pond Name	= Blurton	Max. Storage	= 1,308 cuft
Pond Routing by Storage Ind	dication Method	Center of m	eass detention time = 5 min
	Qp = 4.45 cf	s	
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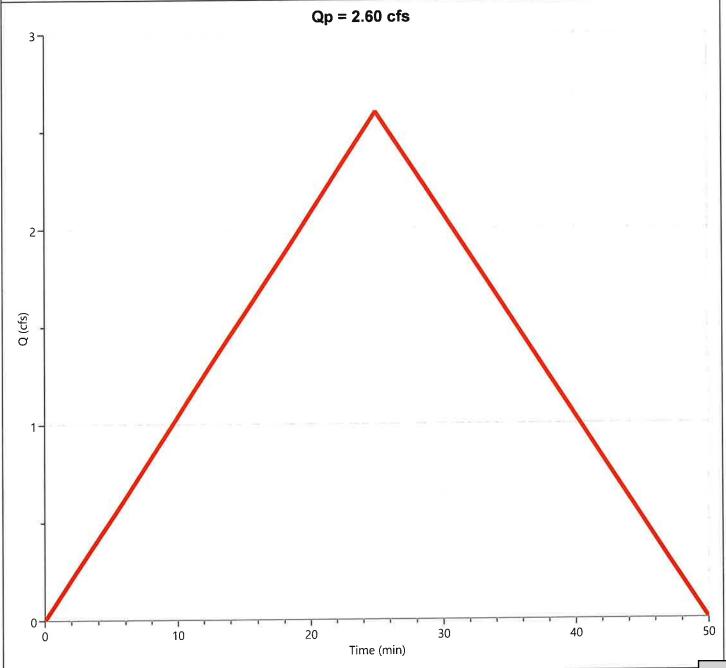
07-07-2023

## Hydrograph 10-yr Summary

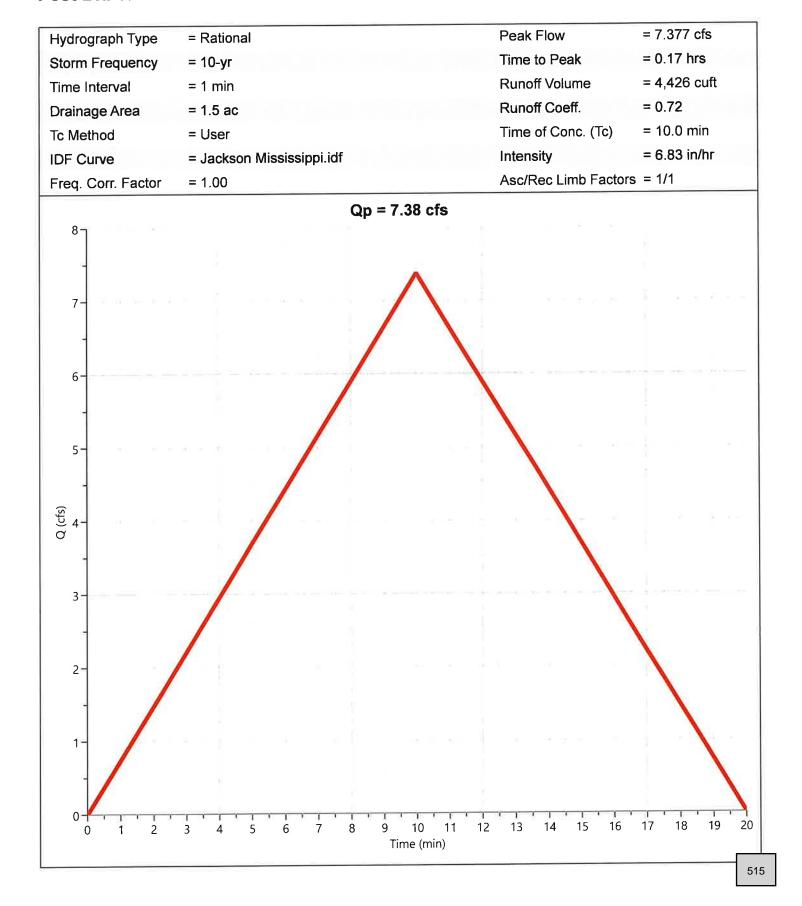
Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	Rational	Pre Blurton	2.600	0.42	3,900	200		
2	Rational	Post Blurton	7.377	0.17	4,426	000 <del>200</del> 100		
3	Pond Route	Lakeside	4.806	0.22	4,425	2	254.13	1,521

#### **Pre Blurton**





#### **Post Blurton**



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Hydrology Studio v 3.0.0.13 07-07-2023

### Lakeside Hyd. No. 3

Hydrograph Type	= Pond Route	Peak Flow	= 4.806 cfs
Storm Frequency	= 10-yr	Time to Peak	= 0.22 hrs
Time Interval	= 1 min	Hydrograph Volume	= 4,425 cuft
Inflow Hydrograph	= 2 - Blurton	Max. Elevation	= 254.13 ft
Pond Name	= Blurton	Max. Storage	= 1,521 cuft
Pond Routing by Storage In	dication Method	Center of r	mass detention time = 5 min
	Qp = 4.81 cfs		
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07-07-2023

## Hydrograph 25-yr Summary

Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	Rational	Pre Blurton	3.024	0.42	4,536	) <del>5500</del> ),		
2	Rational	Post Blurton	8.548	0.17	5,129			
3	Pond Route	Lakeside	5.255	0.23	5,127	2	254.44	1,854

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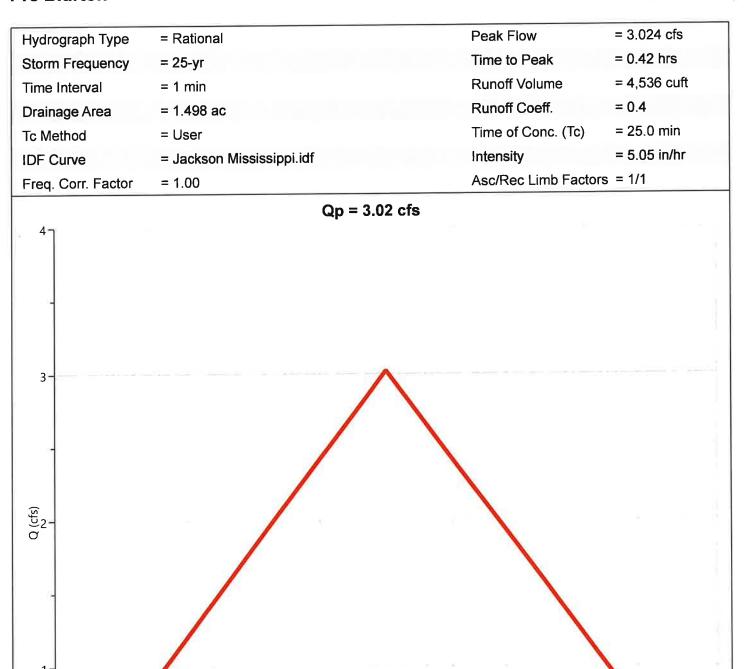
Time (min)

40

Hydrology Studio v 3.0.0.13 07-07-2023

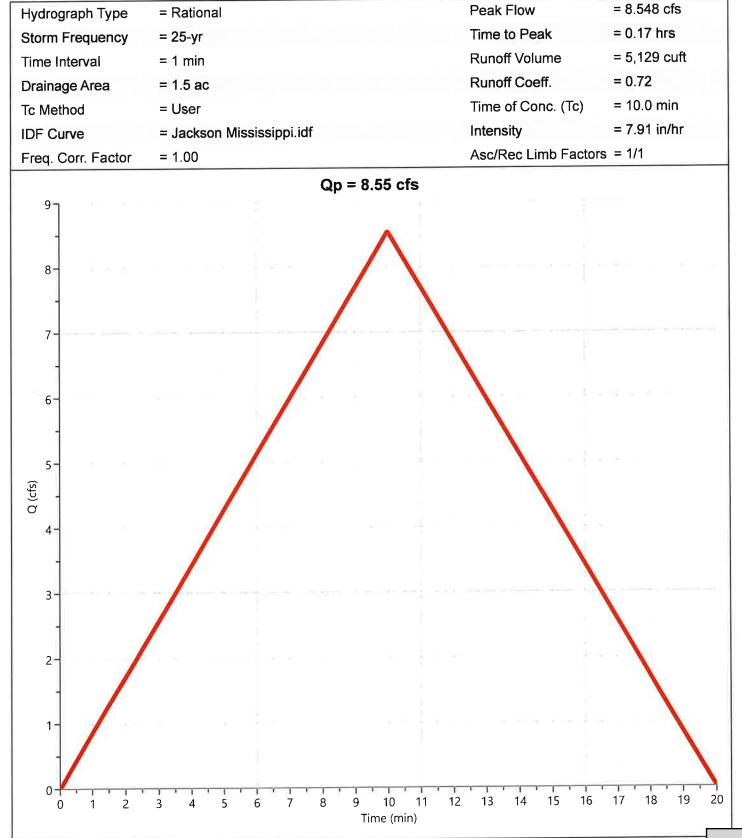
#### **Pre Blurton**

#### Hyd. No. 1



50

#### Post Blurton



07-07-2023 Hydrology Studio v 3.0.0.13

#### Hyd. No. 3 Lakeside

Hydrograph Type	= Pond Route		Peak Flow	1	= 5.25	55 cfs	
Storm Frequency	= 25-yr		Time to Po	eak	= 0.23	3 hrs	
Time Interval	= 1 min		Hydrograp	h Volume	= 5,12	27 cuft	
Inflow Hydrograph	= 2 - Blurton		Max. Elev	ation	= 254	.44 ft	
Pond Name	= Blurton		Max. Stor	age	= 1,85	54 cuft	
Storm Frequency = 25-yr Time to Peak = 0.23 hrs  Time Interval = 1 min Hydrograph Volume = 5,127 cuft  Inflow Hydrograph = 2 - Blurton Max. Elevation = 254.44 ft			min				
	Qp =	5.26 cfs					
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07-07-2023

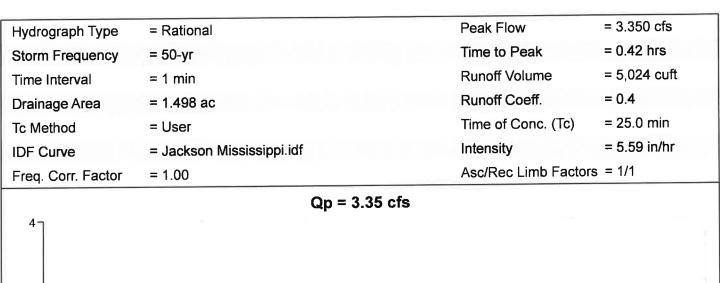
# Hydrograph 50-yr Summary

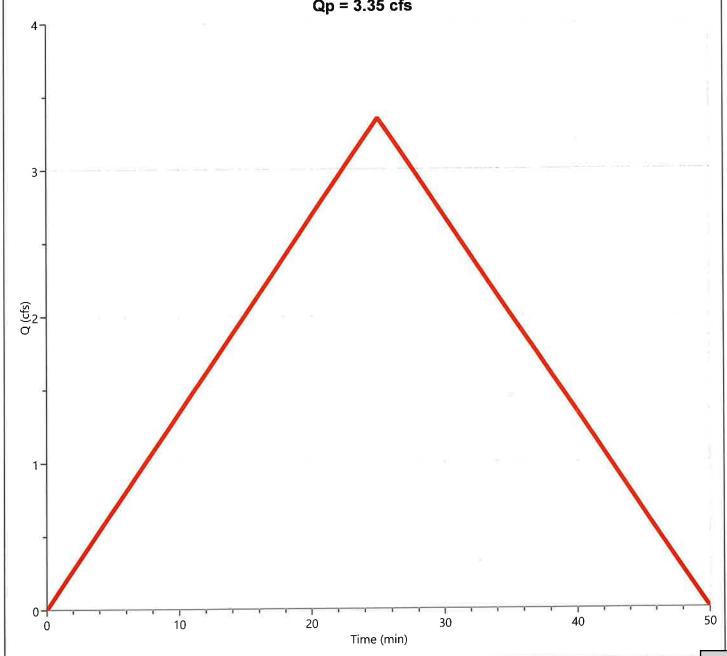
lyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	Rational	Pre Blurton	3.350	0.42	5,024			
2	Rational	Post Blurton	9.466	0.17	5,679			
3	Pond Route	Lakeside	5.599	0.23	5,678	2	254.70	2,128

522

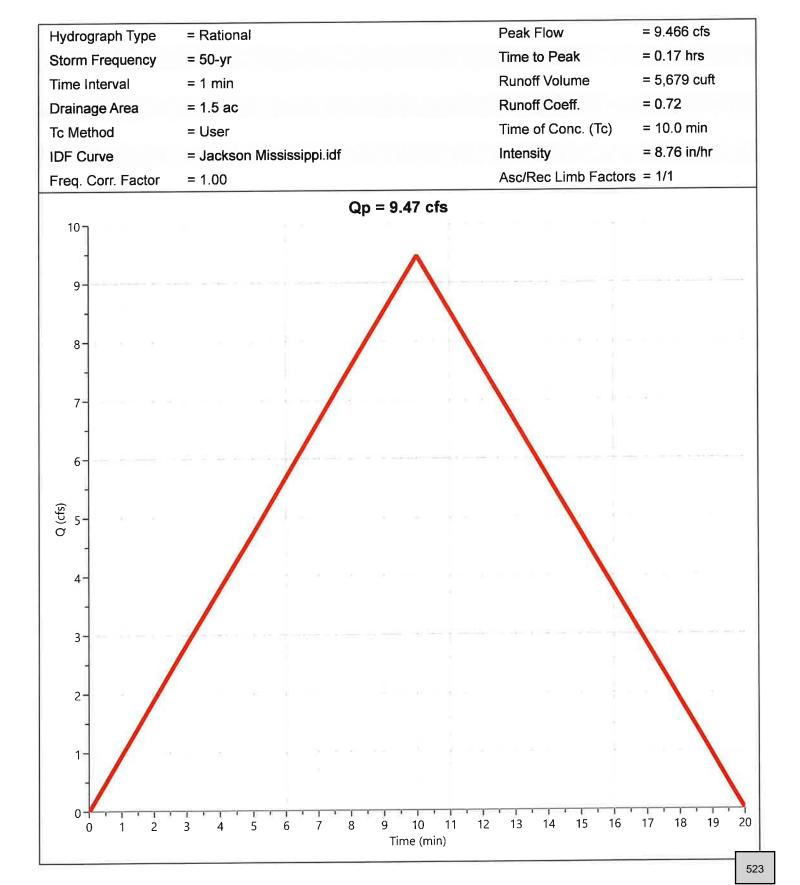
Hydrology Studio v 3.0.0.13 07-07-2023

#### **Pre Blurton**





#### **Post Blurton**



= Pond Route

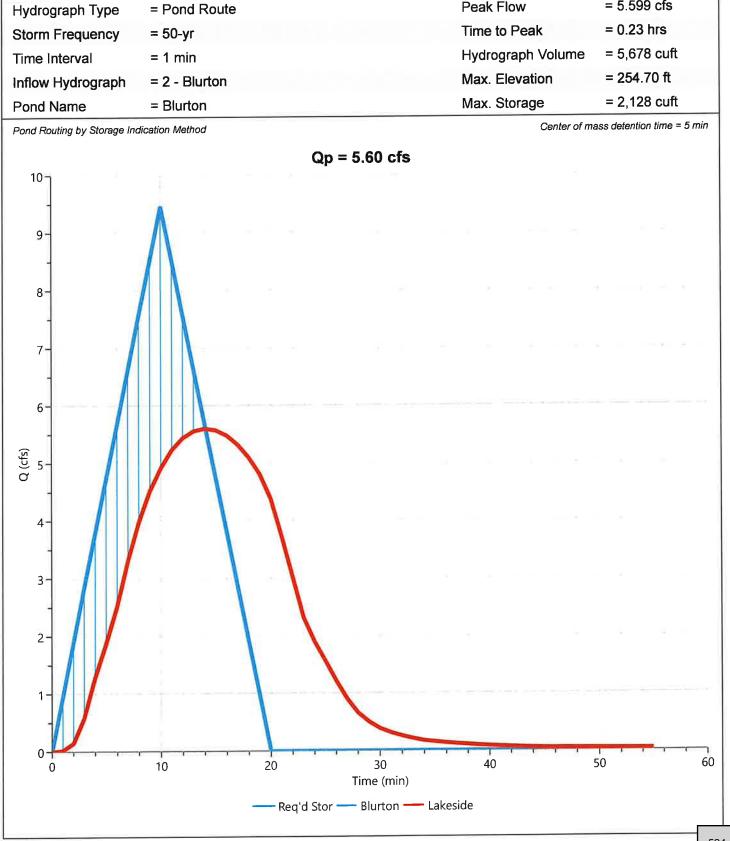
07-07-2023 Hydrology Studio v 3.0.0.13

**Peak Flow** 

#### Lakeside

#### Hyd. No. 3

= 5.599 cfs

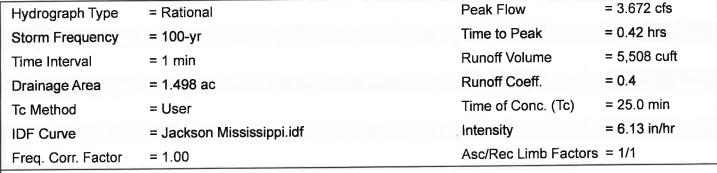


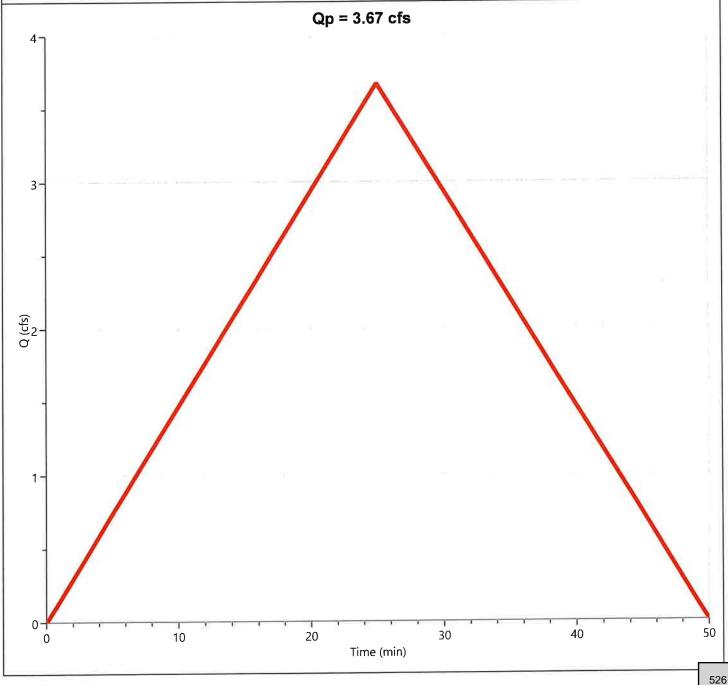
07-07-2023

## Hydrograph 100-yr Summary

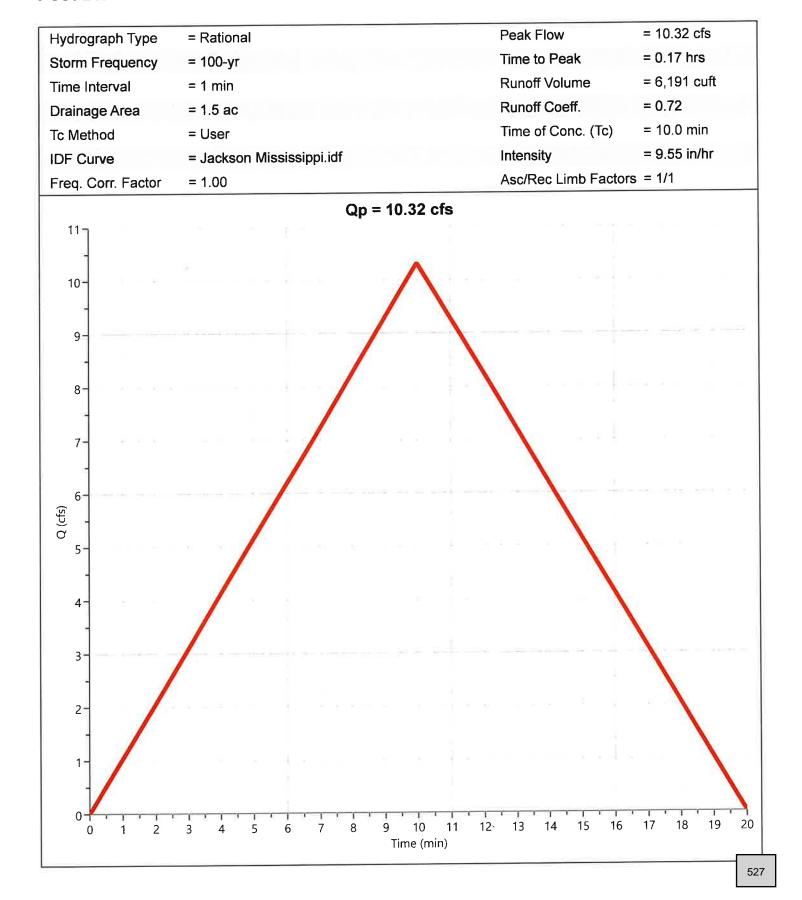
lyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	Rational	Pre Blurton	3.672	0.42	5,508			
2	Rational	Post Blurton	10.32	0.17	6,191			
3	Pond Route	Lakeside	5.912	0.23	6,190	2	254.95	2,392

#### **Pre Blurton**





#### **Post Blurton**



### Lakeside Hyd. No. 3

Storm Frequency = 100-yr Time to Peak = 0.23 hrs  Time Interval = 1 min Hydrograph Volume = 6,190 cuft  Inflow Hydrograph = 2 - Blurton Max. Elevation = 254.95 ft	Hydrograph Type	= Pond Route	Peak Flow	= 5.912 cfs
Inflow Hydrograph = 2 - Blurton	Storm Frequency	= 100-yr	Time to Peak	= 0.23 hrs
Pond Name = Blurton	Time Interval	= 1 min	Hydrograph Volume	= 6,190 cuft
Promot Name = Blurton	Inflow Hydrograph	= 2 - Blurton	Max. Elevation	= 254.95 ft
Qp = 5.91 cfs  11 10 9- 8- 7- 6- 4- 3- 2- 11 10 20 30 Time (min)	Pond Name	= Blurton	Max. Storage	= 2,392 cuft
11	Pond Routing by Storage Inc	dication Method	Center of m	ass detention time = 5 min
11		Qp = 5.91 cf	S	
9- 8- 7- 6- 3- 2- 1- 10 20 30 40 50 60	117			
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## MISSISSIPPI PLANNING AND ZONING ADMINISTRATOR

July 10, 2023

Danial Woolridge 464 Church Road Suite 100 Madison, MS 39110

RE: Blurton Holdings Building

Dear Daniel,

We have reviewed your site plan where you indicate that the drainage for the referenced site will utilize area, in place of on-site retention. As a requirement for obtaining a building permit you will have to demonstrate that the exiting retention pond has the capacity to retain storm water run-off based on the 100-year flood event for this site post construction. We also inspected the site and have determined the following deficiencies that must be corrected prior to issuing a building permit:

- 1. Clean out the discharge pipe at the retention pond.
- 2. Clean out silt to the original depth of the pond.
- 3. Clean out the discharge ditch to Highway 51 to facilitate drainage.
- 4. Provide documentation as to who will maintain the retention pond now and in the future.

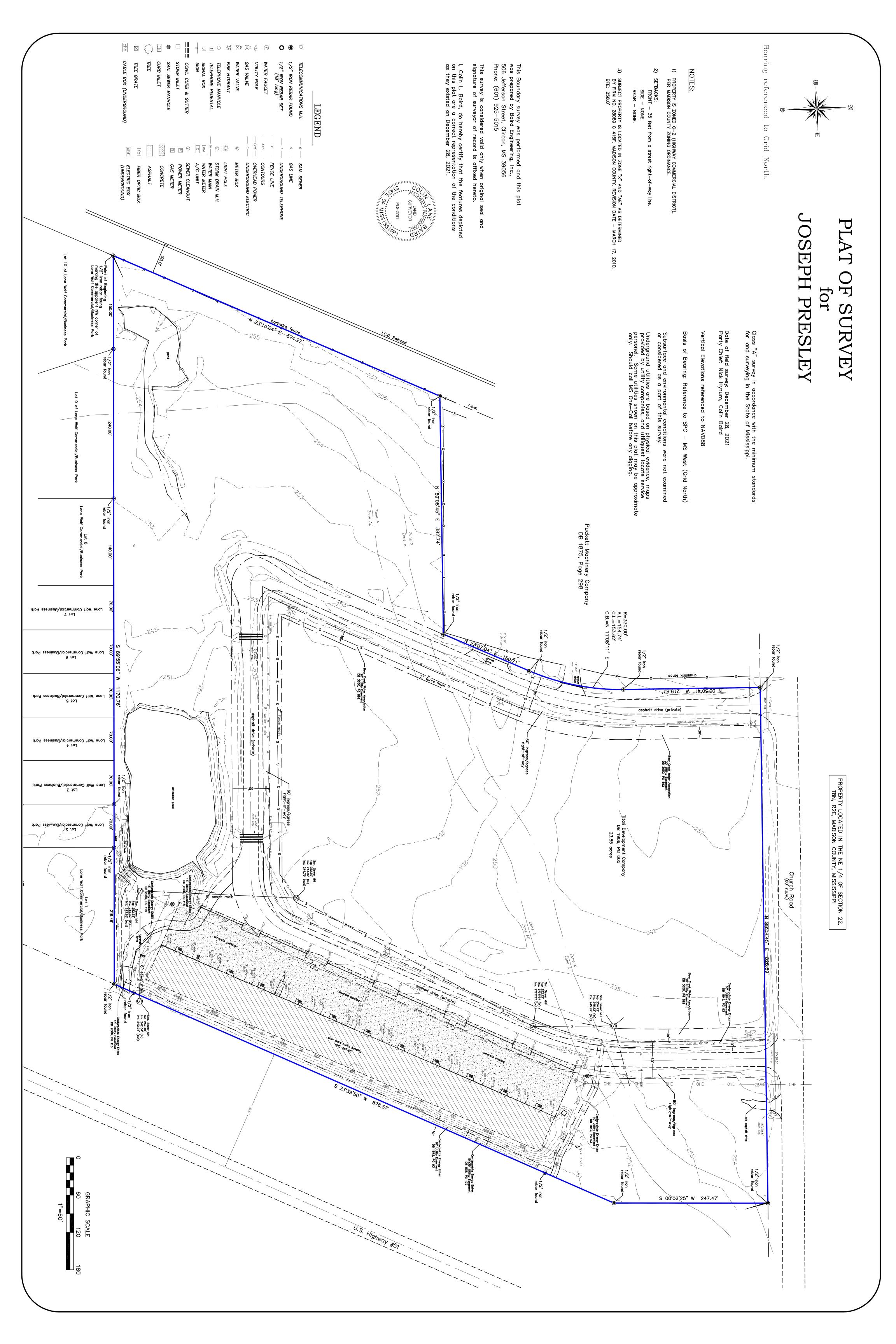
Please let me know if you have any questions regarding these requirements. Also, this will have no impact on site plan approval, however you must complete the above requirement prior to the City issuing a building permit.

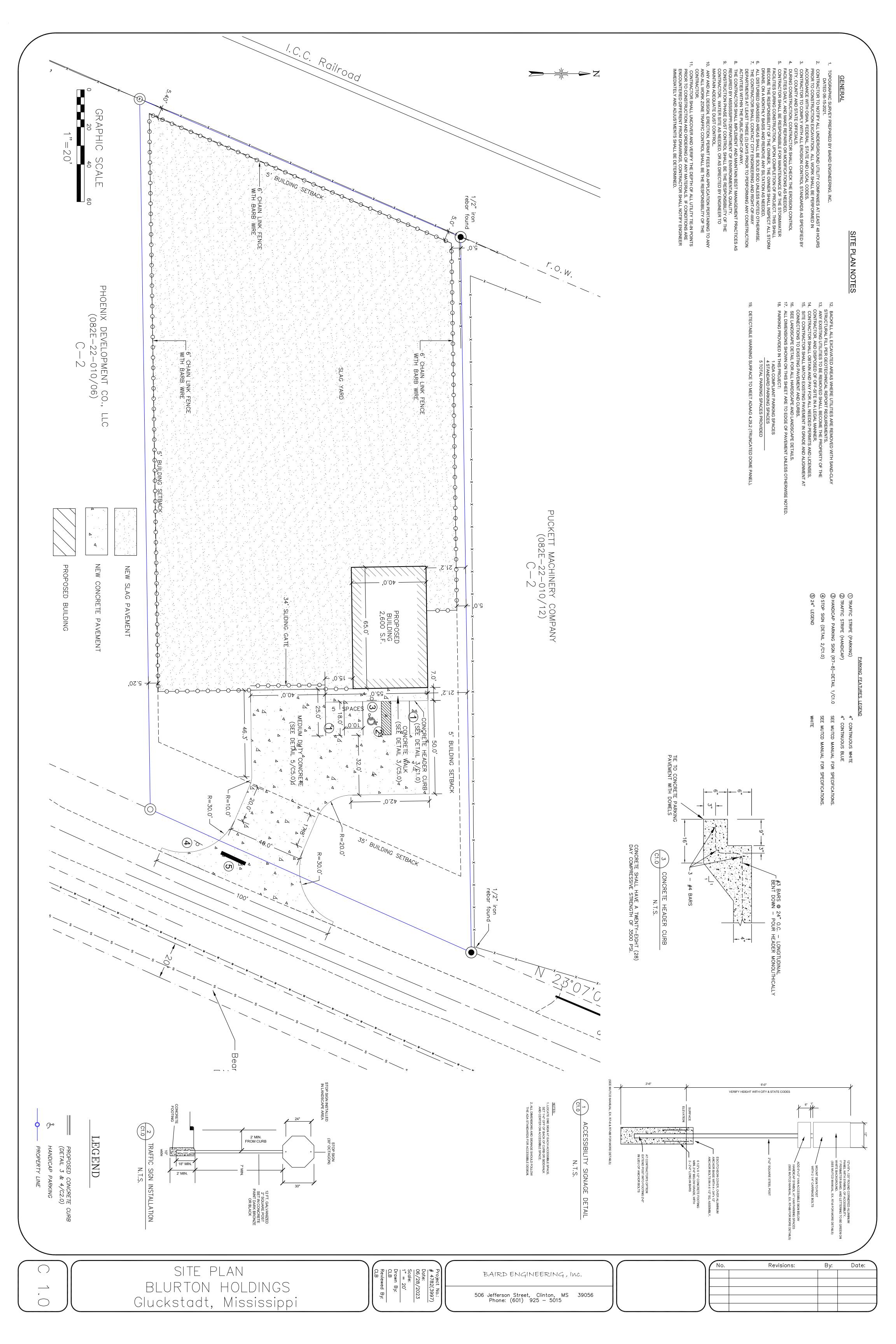
Sincerely,

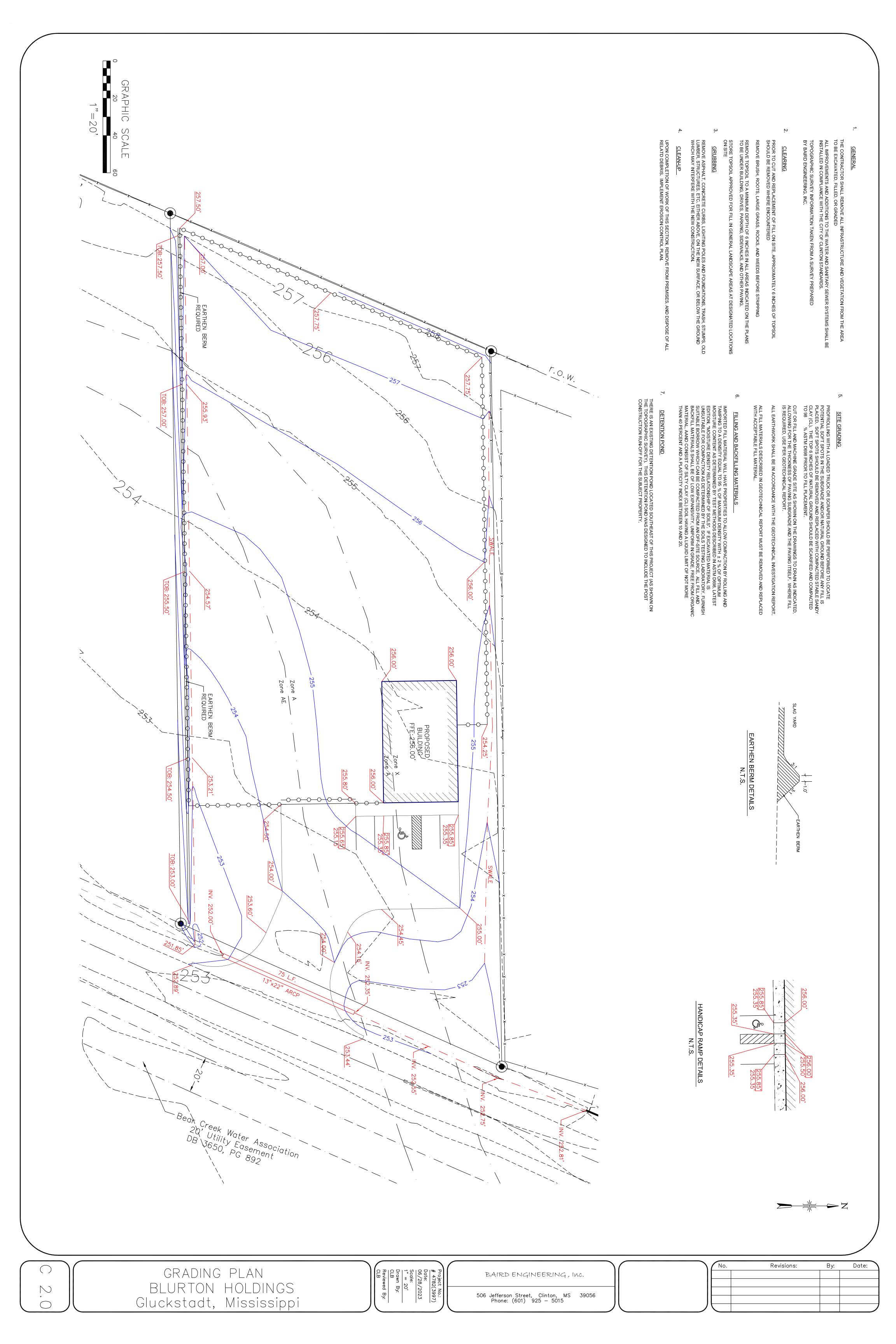
John M. McCollum Planning and Zoning Administrator, City of Gluckstadt

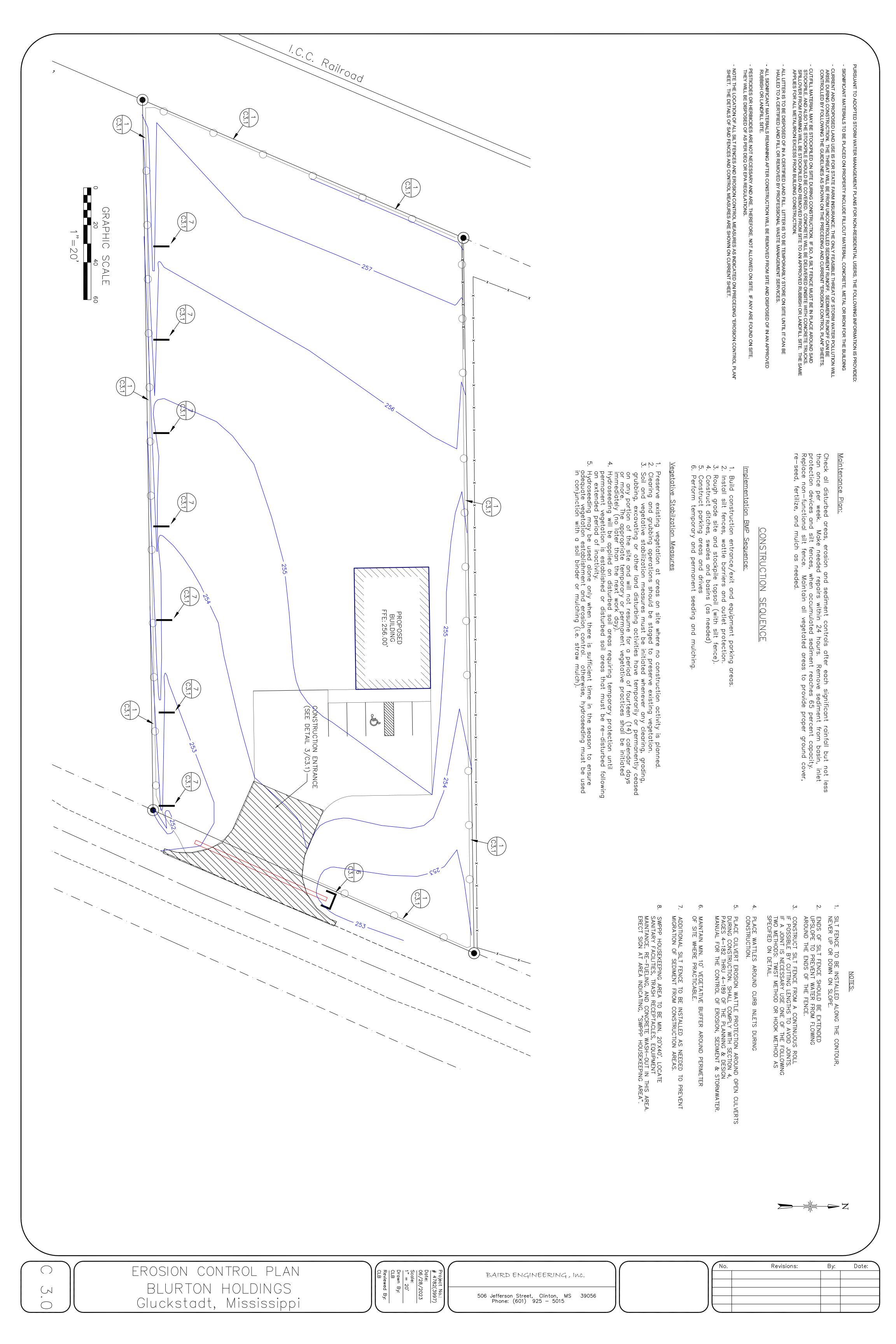
Distribution:

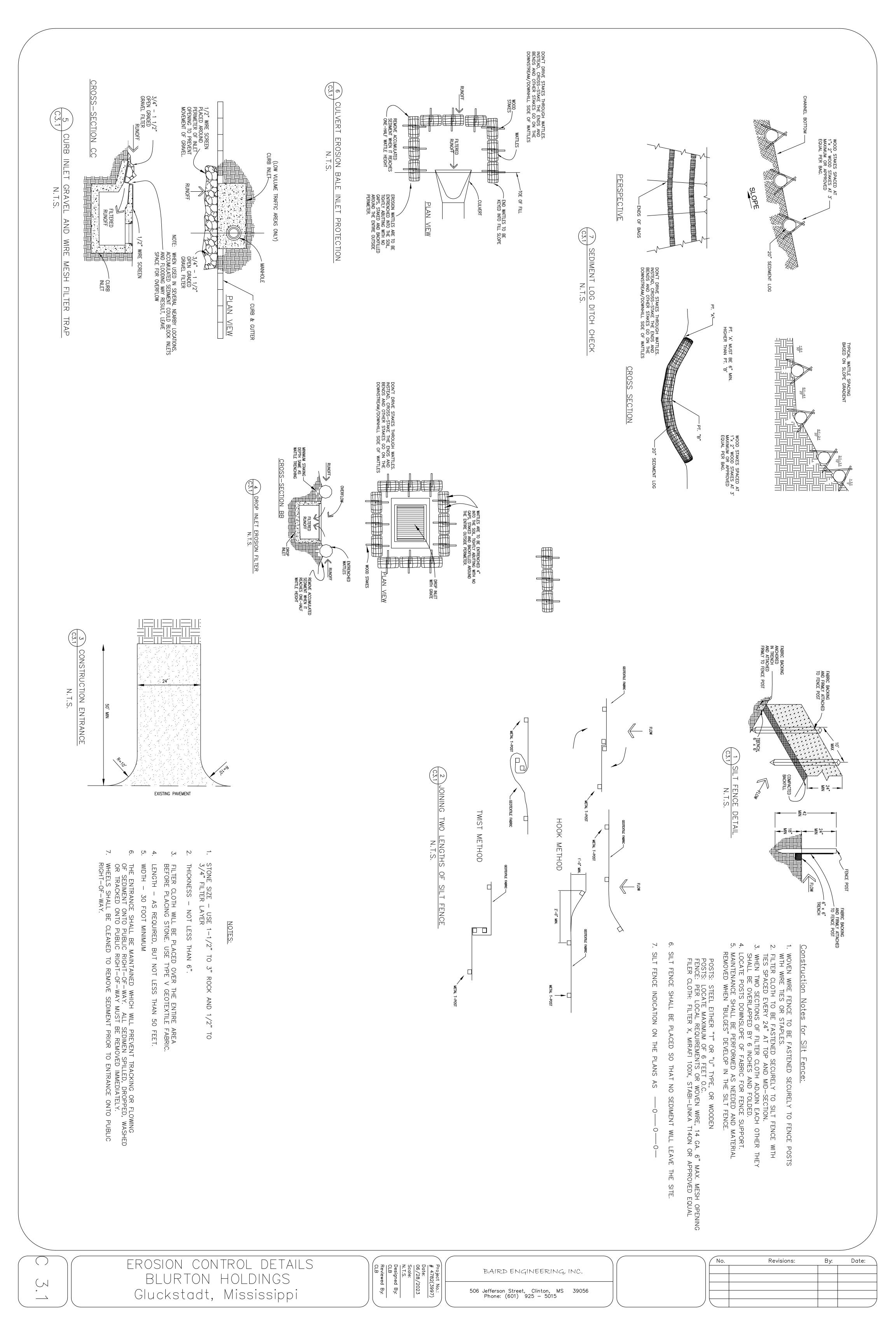
William Hall, Building Official Clark Blurton, Owner

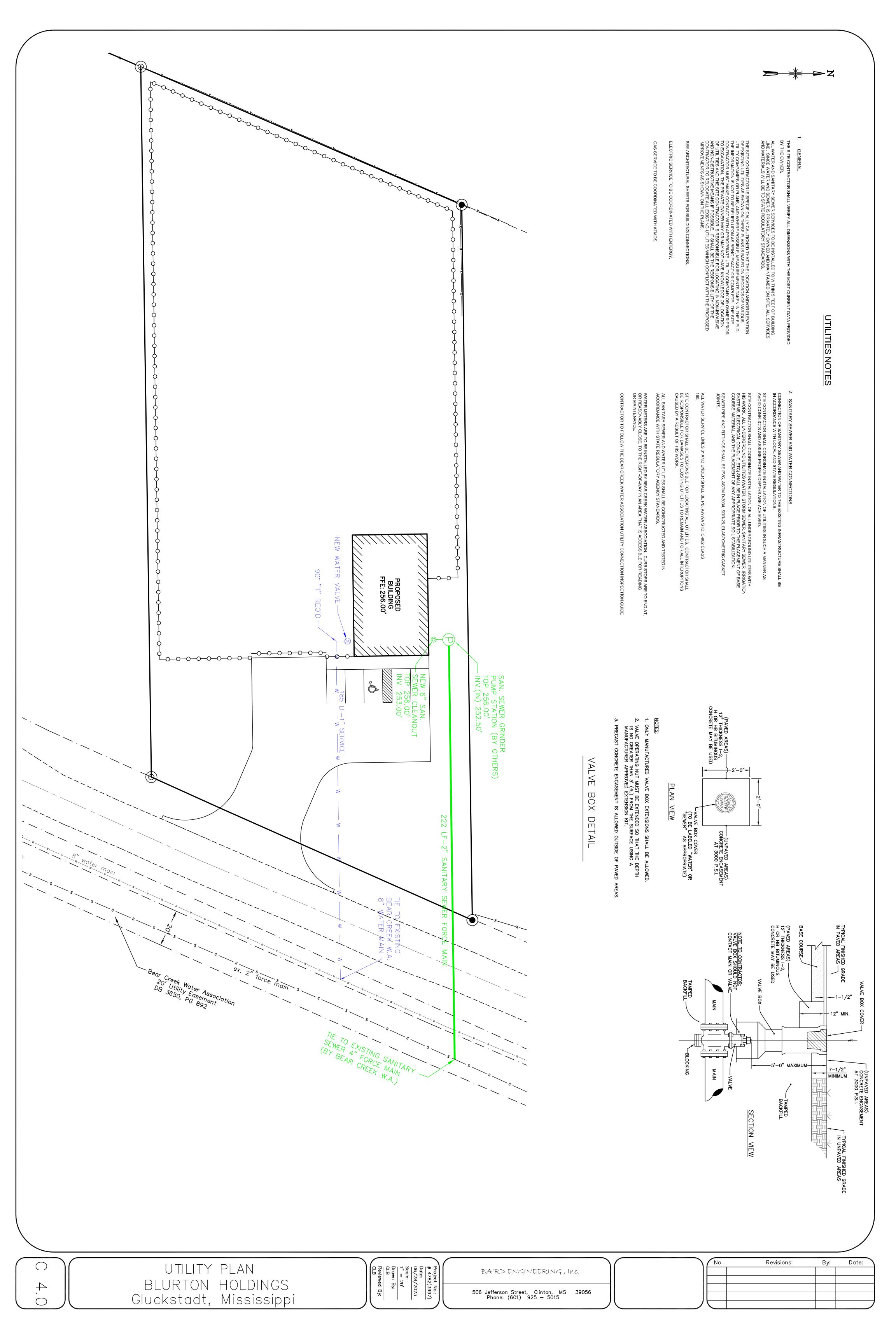


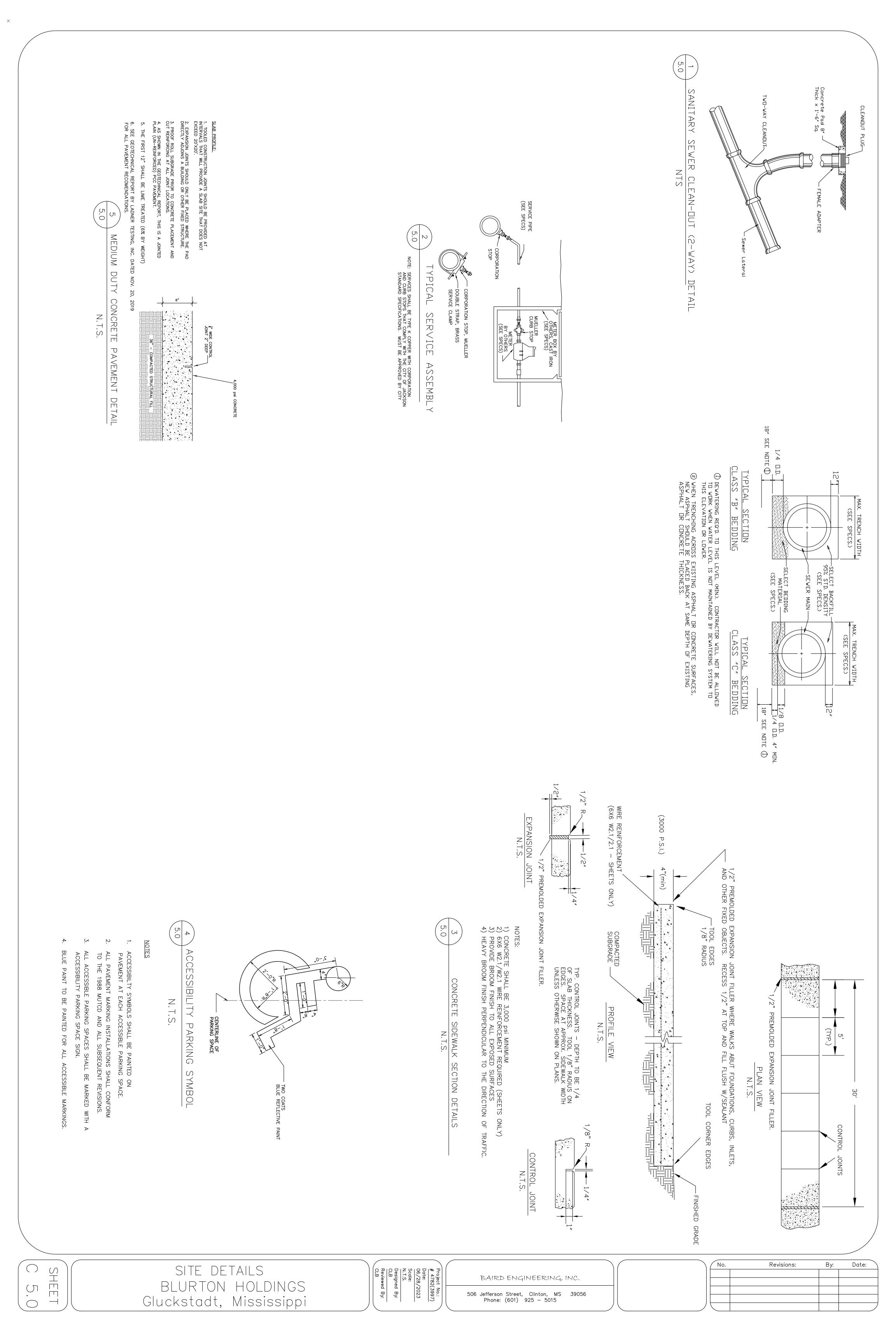










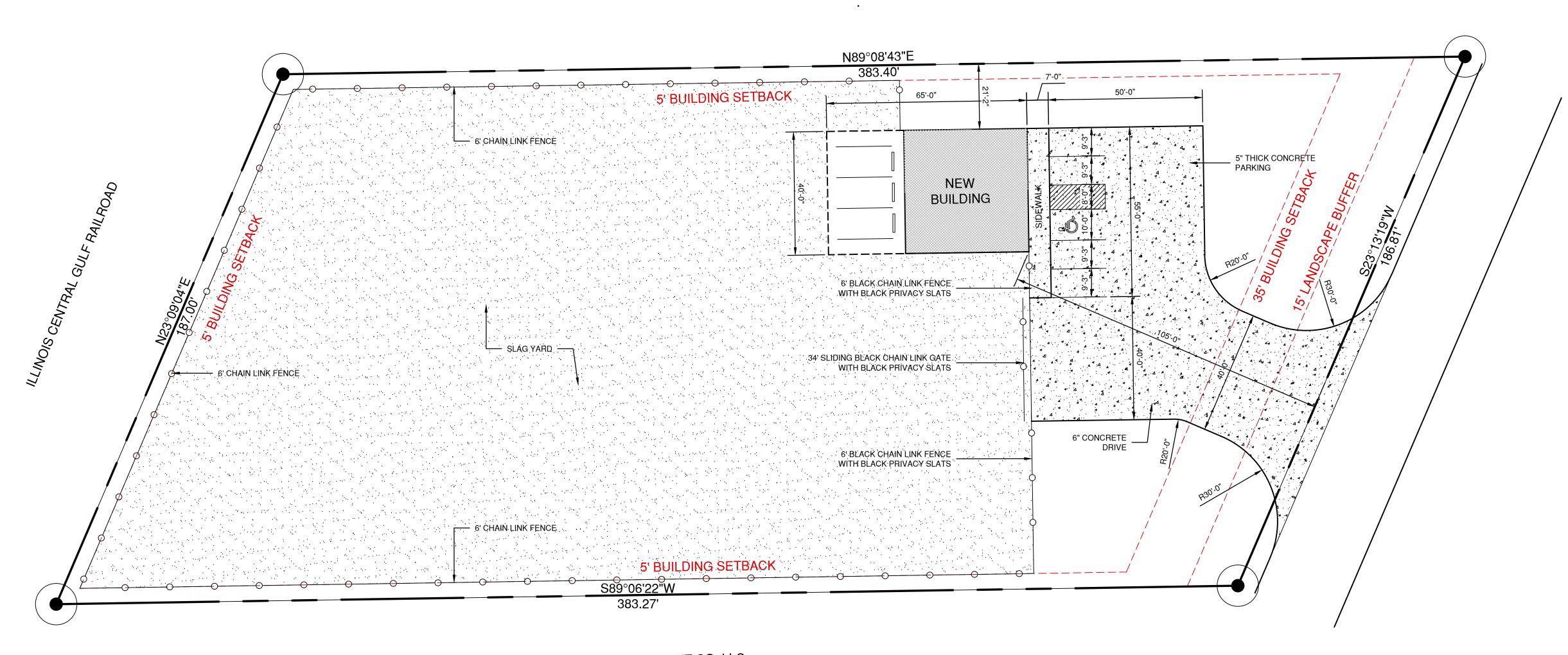






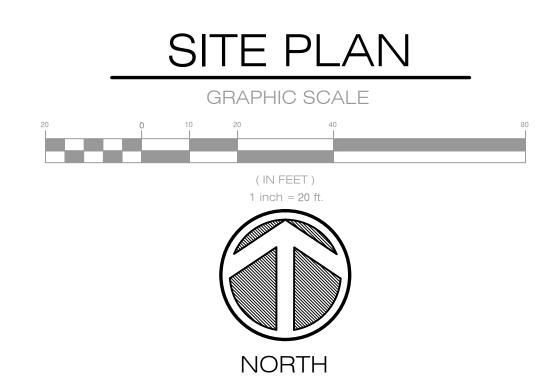
# PUCKETT MACHINERY COMPANY

C-2



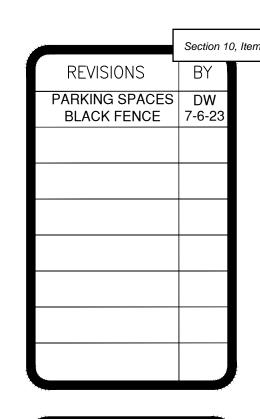
# PHOENIX DEVELOPMENT CO. LLC

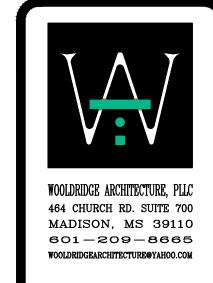
C-2



SITE 65,420SF (1.50 AC) BUILDING 2,600SF SITE COVERAGE 4%

C2 ZONING
BUILDING USAGE: OFFICE/YARD
PARKING REQUIRED: 1,640SF / 225 = 7 PARKING SPACES
PARKING PROVIDED: 8 PARKING SPACES



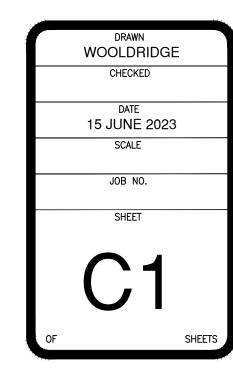


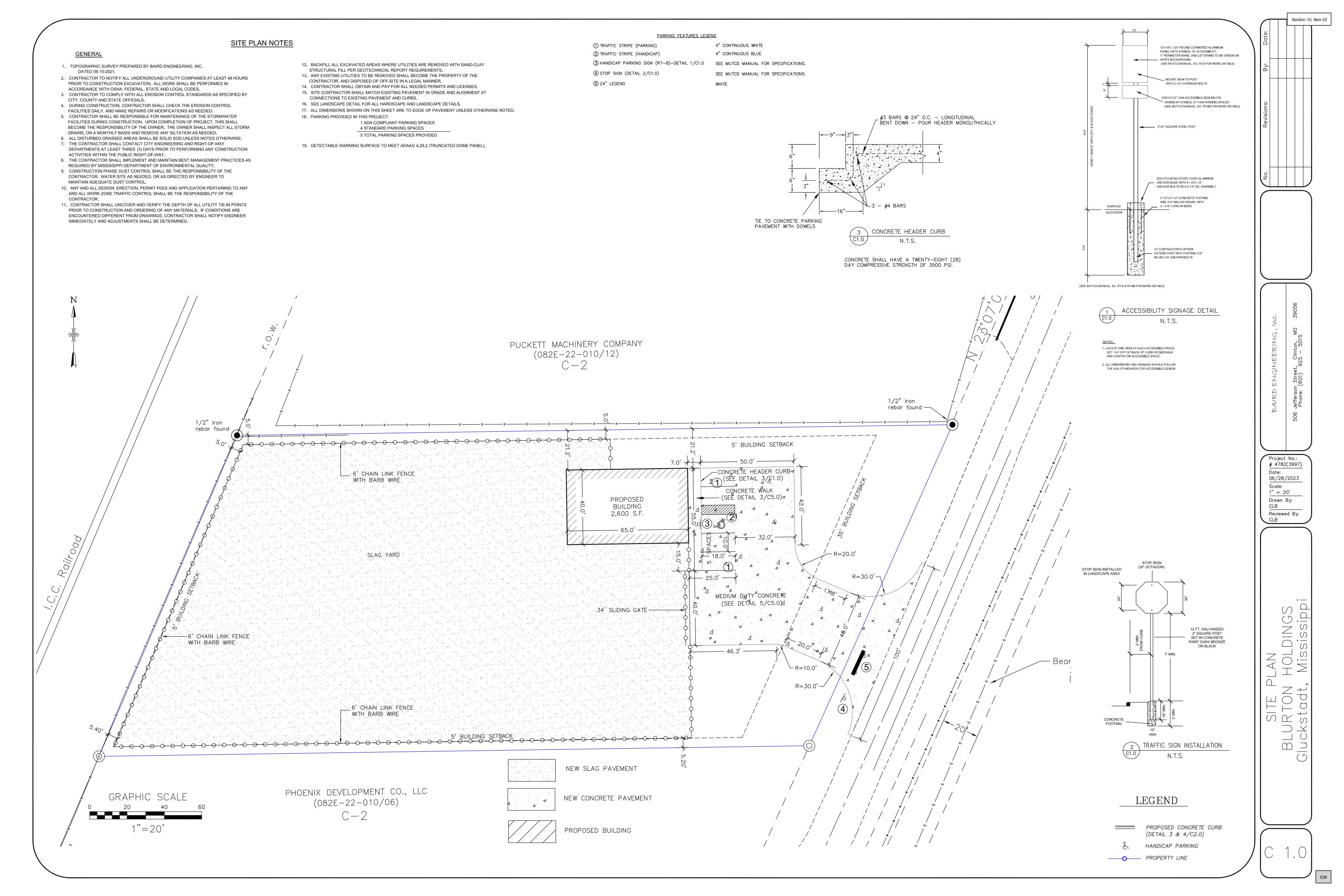


New BUILDING For:

BLURTON HOLDINGS, LLC

GLUCKSTADT, Mississippi





### 1. <u>GENERAL</u>

THE CONTRACTOR SHALL REMOVE ALL INFRASTRUCTURE AND VEGETATION FROM THE AREA TO BE EXCAVATED, FILLED, OR GRADED

ALL IMPROVEMENTS AND ADDITIONS TO THE WATER AND SANITARY SEWER SYSTEMS SHALL BE INSTALLED IN COMPLIANCE WITH THE CITY OF CLINTON STANDARDS.

TOPOGRAPHIC SURVEY INFORMATION TAKEN FROM A SURVEY PREPARED BY BAIRD ENGINEERING, INC.

### CLEARING

PRIOR TO CUT AND REPLACEMENT OF FILL ON SITE, APPROXIMATELY 6 INCHES OF TOPSOIL SHOULD BE REMOVED WHERE ENCOUNTERED

REMOVE BRUSH, ROOTS, LARGE GRASS, ROCKS, AND WEEDS BEFORE STRIPPING

REMOVE TOPSOIL TO A MINIMUM DEPTH OF 6 INCHES IN ALL AREAS INDICATED ON THE PLANS TO BE UNDER BUILDING, DRIVES, PARKING, SIDEWALKS, AND OTHER PAVING.

STORE TOPSOIL APPROVED FOR FILL IN GENERAL LANDSCAPE AREAS AT DESIGNATED LOCATIONS ON SITE

#### 3. <u>GRUBBING</u>

REMOVE ASPHALT, CONCRETE CURBS, LIGHTING POLES AND FOUNDATIONS, TRASH, STUMPS, OLD LUMBER, STRUCTURES, ETC. EITHER ABOVE, ON THE NEW SURFACE, OR BELOW THE GROUND WHICH MAY INTERFERE WITH THE NEW CONSTRUCTION.

### 4. <u>CLEAN-UP</u>

UPON COMPLETION OF WORK OF THIS SECTION, REMOVE FROM PREMISES, AND DISPOSE OF ALL RELATD DEBRIS. IMPLEMENT EROSION CONTROL PLAN.

### 5. <u>SITE GRADING</u>

PROFROLLING WITH A LOADED TRUCK OR SCRAPER SHOULD BE PERFORMED TO LOCATE POTENTIAL SOFT SPOTS IN THE SUBGRADE AND/OR NATURAL GROUND BEFORE ANY FILL IS PLACED. SOFT SPOTS SHOULD BE REMOVED AND REPLACED WITH COMPACTED STABLE SANDY CLAY (CL). THE TOP 6 INCHES OF NATURAL GROUND SHOULD BE SCARIFIED AND COMPACTED TO 98 % ASTM D698 PRIOR TO FILL PLACEMENT.

CUT OR FILL AND MACHINE GRADE SITE AS SHOWN ON THE DRAWINGS TO DRAIN AS INDICATED, ALLOWING FOR THE THICKNESS OF PAVING SUBGRADE AND THE PAVING ITSELF. WHERE FILL IS REQUIRED, USE PER GEOTECHNICAL REPORT.

ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.

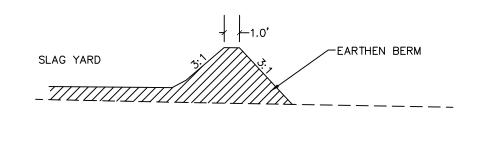
ALL FILL MATERIALS DESCRIBED IN GEOTECHNICAL REPORT MUST BE REMOVED AND REPLACED WITH ACCEPTABLE FILL MATERIAL.

### 6. FILLING AND BACKFILLING MATERIALS

IMPORTED FILL MATERIAL WILL HAVE PROPERTIES TO ALLOW COMPACTION BY ROLLING AND TAMPING TO A DENSITY EQUAL TO 95 % OF MAXIMUM DENSITY WITH  $\pm$  2 % OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY TEST METHODS DESCRIBED IN ASTM D698, LATEST EDITION, "MOISTURE DENSITY RELATIONSHIP OF SOILS". IF EXCAVATED MATERIAL IS UNSUITABLE FOR COMPACTION AS DETERMINED BY THE SOILS TESTING LABORATORY, FURNISH SUITABLE BORROW WHICH CAN BE COMPACTED FROM AN OFF-SITE SOURCE. ALL FILL AND BACKFILL MATERIALS SHALL BE OF LOW EXPANSIVITY, UNIFORM IN GRADE, FREE FROM ORGANIC MATERIAL, AAND CONSIST OF SILTY CLAY (CL) SOIL HAVING A LIQUID LIMIT OF NOT MORE THAN 40 PERCENT AND A PLASTICITY INDEX BETWEEN 10 AND 20.

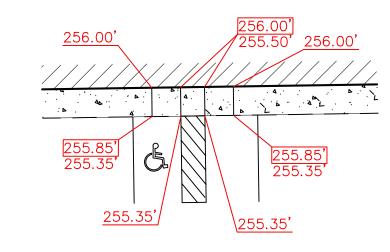
#### 7. <u>DETENTION POND</u>

THERE IS AN EXISTING DETENTION POND LOCATED SOUTHEAST OF THIS PROJECT (AS SHOWN ON THE TOPOGRAPHIC SURVEY). THIS DETENTION POND WAS DESIGNED TO INCLUDE THE POST CONSTRUCTION RUN-OFF FOR THE SUBJECT PROPERTY.



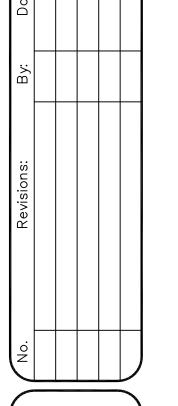
EARTHEN BERM DETAILS

N.T.S.



HANDICAP RAMP DETAILS
N.T.S.

PROPOSED/ BUILDING FFE: 256.00' Zone X <u>256.00'</u> 255.80'/ <u>253.60'</u>/ EARTHEN BERM! EARTHEN BERM — REQUIRED \_\_REQUIRED TOB: 253.00' \TOB: 255.50'



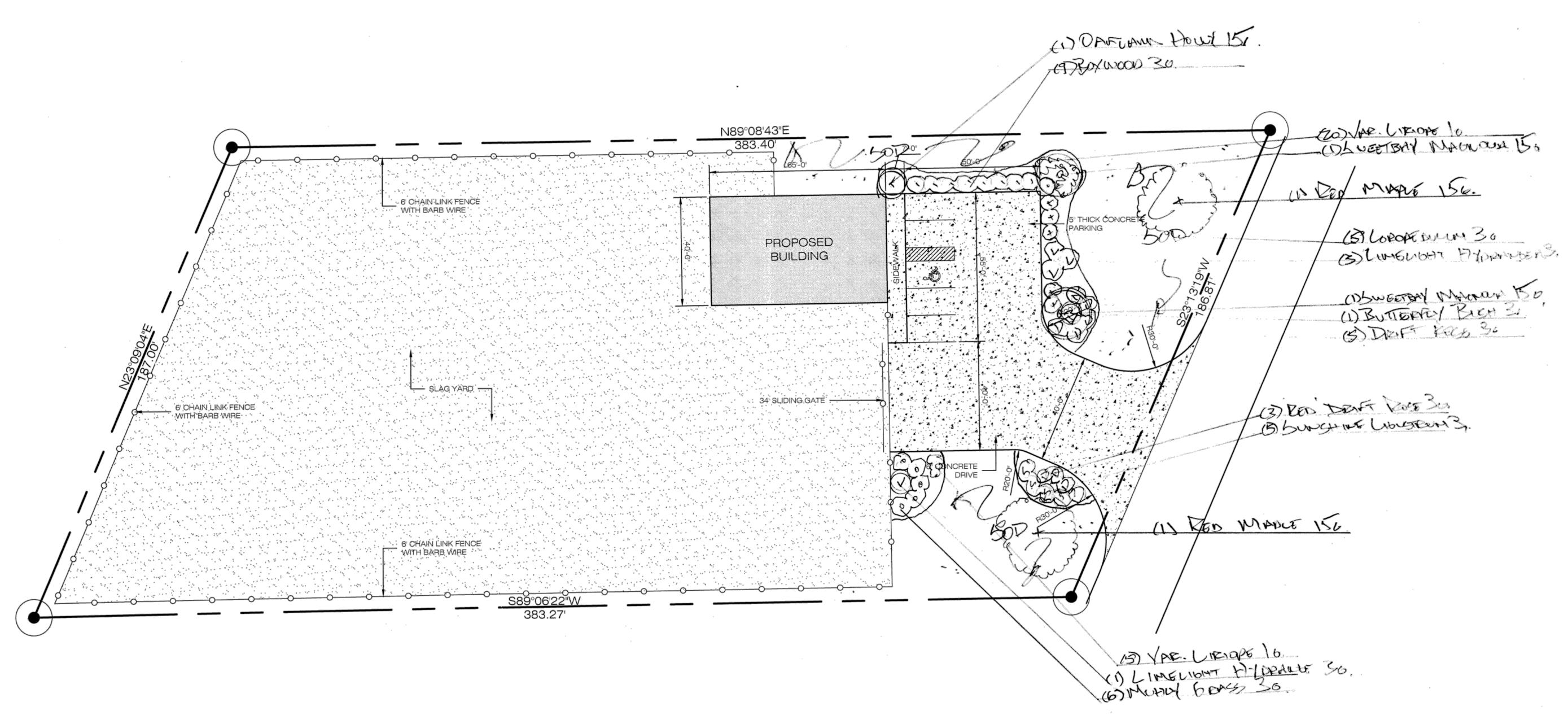
506 Jefferson Street, Clinton, MS Phone: (601) 925 - 5015

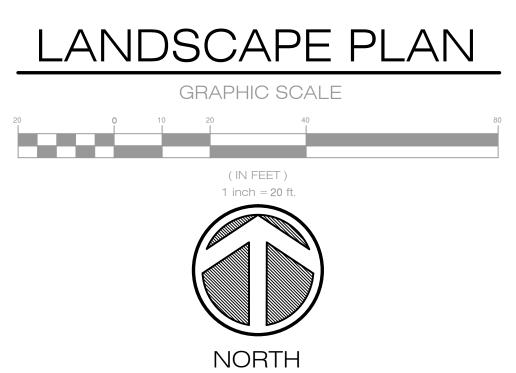
Project No.:
# 4782(3997)
Date:
06/28/2023
Scale:
1" = 20'
Drawn By:
CLB
Reviewed By:
CLB

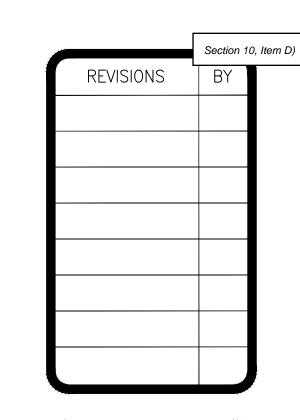
BLURTON HOLDINGS Huckstadt, Mississipp

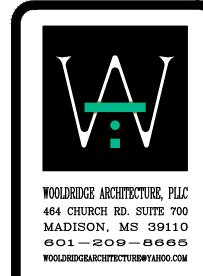
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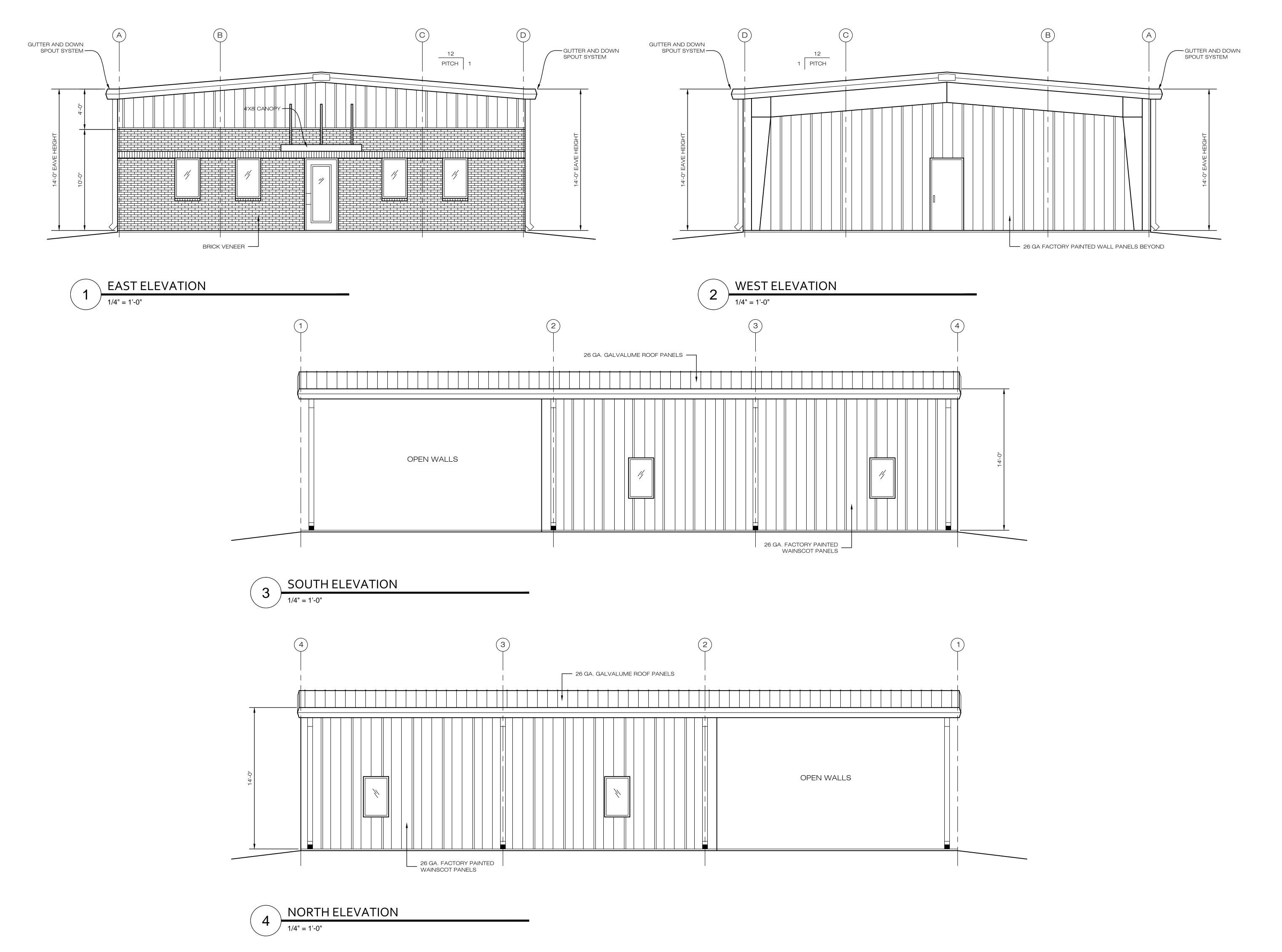


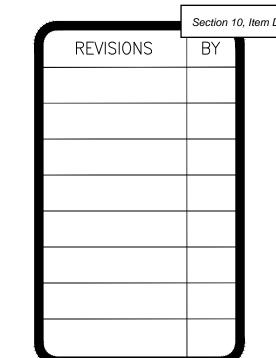
New BUILDING For:

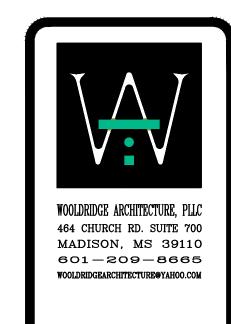
BLURTON HOLDINGS, LLC

GLUCKSTADT, Mississippi

	DRAWN WOOLDRIDGE	
	CHECKED	
	DATE 15 JUNE 2023	
	SCALE	
	JOB NO.	
	SHEET	
	L1	
OF		SHEETS





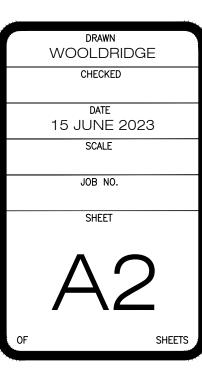




New BUILDING For:

BLURTON HOLDINGS, LLC

GLUCKSTADT, Mississippi



6/12/23 Parkway Comm

Section 10, Item E)

	Gluckstadt Preliminary Plat Checklist for Residential and Commercial Subdivision	ons
		Completed
1	Complete Preapplication Conference with City Staff	1/25
	Plan Scale not less that 1 inch equals 100 feet	yes
	Title in which the proposed subdivision is recorded with names and address of	/
	owners.	yes
4	Graphic Scale	yes
5	North Arrow(True North)	1125
6	1 inch equals to 1000 feet vicinity map showing the location of the subdivision	1,25
	Bearings and distances along boundary and mathematical closure of survey	405
	Location width and purpose of easements	hies
	Names of ROW and Roadway widths of streets and alley and approximate	7
	grades and gradients (typical cross-section	105
10	Lot lines and numbers	ves
	Sites if any to be reserved or dedicated for parks, playgrounds, or other public	, Ma
	uses	<i>PT</i>
12	Line sizes , approximate invert elevations (sanitary sewer and storm drains) of	P
	utilities and cross sections of drainage ditches	C
13	Sites if any of apartment buildings, shopping centers, churches, Industries or	
	other non public use exclusive of single family dwellings	NH
14	Contours based on mean sea level with 2 foot intervals when the grade is less	
	than 4 percent and spot elevations along canals or ditches and at any breaks in	
	grade or changes in elevation not reality discernible from the contours shall be	
	shown.	105
15	Waste Course marshes, flood areas, wooded areas, houses and other	1.
	significant features.	1165
16	Protective Covenants	16
	Professional Engineers Stamp	C
	Two Copies of the preliminary Plat submitted to the Zoning Administrator	VLLS
	Two Copies of the preliminary Plat submitted to the City Engineer	vas
	Once reviewed by the zoning administrator and City Engineer any corrections	7
	will be sent to applicant in writing and corrections if any are validated.	ve5
21	Provide nine copies of the preliminary plat to the Zoning Administrator for	
	placement on the next Planning and Zoning Board agenda for consideration.	
22	Once the Planning and Zoning Board approve Preliminary Plat the Zoning	
	Administrator will place it on the next Mayor and Board Agenda for	
	consideration.	
23	Once the Mayor and Board Approve the preminary plat the Planning and	
	Zoning administrator will provide a stamped approved copy back to the	
	deveolper and maintain one in the file.	
24	Submit two copies of construction plans as required in article III of the	
_	subdivision to the Zoning administrator and Building Official for review.	
	Corrections if any will be sent back to the developer in writing.	

Section 10, Item E)

ĺ	25	Written certification from the Mississippi State Department of Health	
I		Department of Environmental Quality that the proposed water and wastewater	
١	Ï	systems/treatment facilities are in compliance with applicable laws and	
١		regulations	
Ì	26	The Building Official will issue a building permit and construction will begin.	
- L			

#### Prepared by and return to:

Roger W. Williams MS Bar No. 10298 Watkins & Eager PLLC 400 East Capitol Street Jackson, MS 39201 601.965.1900

DECLARANT: CAMLE, LLC 307 Highland Park Cove Ridgeland, MS 39157 Telephone: 601.634.0097

**Indexing Instructions:** 

NE ¼ and SE ¼ of S29, T8N, R2E, Madison County,

Mississippi

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARKWAY COMMONS

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARKWAY COMMONS

This Declaration of Covenants, Conditions, and Restrictions ("**Declaration**") for PARKWAY COMMONS is made as of the [DAY] day of [MONTH], [YEAR] by CAMLE, LLC, a Mississippi limited liability company ("**Declarant**").

#### RECITALS

WHEREAS, Declarant owns certain real property located in Madison County, Mississippi, described in the attached Exhibit A (the "Property"). Declarant is developing the Property to be a high quality, multi-use office, business and retail community subject to the covenants, conditions, and restrictions set forth in this Declaration. By this Declaration, Declarant intends to establish a plan for the development, improvement, and use of the Property with architectural, landscaping, and maintenance controls.

WHEREAS, Declarant intends to create an entity to have and exercise the rights and duties and to perform the functions set forth in this Declaration which include, without limitation, maintaining certain portions of the Property, reviewing Plans (defined below) for Improvements (defined below) to be constructed on the Property, and assessing, collecting, and disbursing of assessments provided for herein on behalf of, and as agent for, the Owners (defined below).

NOW, THEREFORE, Declarant adopts, establishes, and imposes the following covenants, conditions, and restrictions on the Property and declares that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, and occupied subject to such covenants, conditions, restrictions, easements, liens, and charges set forth herein, all of which shall be binding on all parties having any right, title, or interest in the Property or any part thereof.

#### ARTICLE I GENERAL

Section 1.01 Purposes. The purposes of this Declaration are: (a) to promote the orderly development and use of the Property; (b) to encourage the construction of quality-designed Improvements on the Property; (c) to restrict certain uses of the Property; (d) to provide for certain development and maintenance standards; and (e) to preserve the aesthetic appearance of the Property and Improvements constructed hereon.

Section 1.02 Defined Terms. For the purposes of this Declaration, the following words or phrases have the meanings as set forth below:

"Applicable Law" means any present or future law, statute, ordinance, regulation (including zoning ordinances and regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, proclamation, decree, common law, or other

requirement, ordinary or extraordinary, foreseen or unforeseen, of the federal or any state or local governmental, or any political subdivision, arbitrator, department, commission, board, bureau, agency, or instrumentality thereof, or of any court or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the Property, and any reciprocal easement, covenant, restriction, or other agreement, restriction, or easement of record affecting the Property as of the date of this Declaration or thereafter.

"Assessments" has the meaning set forth in Section 4.01.

"Association" means PARKWAY COMMONS PROPERTY ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Mississippi, its successors, and assigns.

"Association Documents" means all the documents relating to the creation, regulation, operation, and administration of the Association.

"Bad Acts" has the meaning set forth in Section 5.04(a).

"Board" or "Board of Directors" means the board of directors of the Association.

"Building Setback" has the meaning set forth in Section 7.03(a).

"City" means the City of Gluckstadt.

"Class A Members" has the meaning set forth in Section 3.03(a)

"Class B Member" has the meaning set forth in Section 3.03(b).

"Common Area" means all improved and unimproved areas owned by the Declarant made available for the general use, convenience, and enjoyment of the Owners and/or their customers, patrons, employees, and invitees (including, without limitation, the detention area and green space, private streets, landscaped areas) as shown on the plat of Parkway Commons or as otherwise set forth herein.

"Common Expenses" means any and all expenses incurred by or on behalf of the Association, as agent for the Owners, and any reasonable reserve for anticipated expenses, as reasonably determined by the Association, for: (a) the maintenance, repair, and operation of the Common Areas and the Common Facilities (defined below) for the provision of the Common Services (defined below) and; (b) performing in accordance with and as authorized in this Declaration. The maintenance, repair, and operation includes not only all labor and material necessary to keep the Common Areas and the Common Facilities in good and neat appearance and in good operating condition, but also all parts and replacement materials necessary to keep such in good appearance and operating condition and shall include, but not be limited to, replacement trees, plants, and other vegetation.

"Common Facilities" means all improvements, landscaping and equipment located on or in the Common Area or used by the Association in connection with the repair, maintenance, or operation of the Common Areas or in providing the Common Services.

"Common Services" means services provided by Declarant for the common benefit of the Owners or, on establishment of the Association, services provided for the common benefit of the Owners as directed by the Association.

"Concept Plan Phase" has the meaning set forth in Section 6.03(c).

"Conversion Date" means the earlier of: (a) the date on which Declarant and all affiliates of Declarant own in the aggregate less than twenty percent (20%) of the lots comprising the Property; or (b) the date Declarant voluntarily terminates its Class B Member status by recording a written notice of such termination in the real property records of Madison County, Mississippi. For purposes of this definition, affiliates include any Person owned or controlled by Declarant, by any partner of Declarant, or by any Person owning or controlling any partner of Declarant.

"Conversion Year" has the meaning set forth in Section 4.02.

"County" means the County of Madison.

"Declarant" has the meaning set forth in the Preamble, together with its successors and assigns, to whom rights and powers reserved herein to Declarant expressly are conveyed or assigned by operation of law.

"Declaration" means this Declaration of Covenants, Conditions, and Restrictions for PARKWAY COMMONS, and all amendments thereto filed for record in the office of the County Clerk of Madison County, Mississippi.

"Default Interest Rate" means the lesser of twelve percent (12%) per annum or the maximum allowable contract rate of interest under law then in effect in the State.

"Development Guidelines" means those guidelines adopted by the Board in accordance with Section 5.02(t) of this Declaration.

"DRB" has the meaning afforded same in Section 6.01 hereof.

"Effective Date" has the meaning set forth in Section 10.03(b).

"Environmental Laws" has the meaning set forth in Section 7.14(a).

"Final Plans Review" has the meaning set forth in Section 6.03(e).

"Front Yard Setbacks" means a Paving Setback (defined below) and a Building Setback (defined below) within which building is prohibited and consists of the distance from the right-of-way line of the Street contiguous to each Site (defined below).

"Governmental Entity" or "Governmental Entities" means the City, the County, the State (defined below), and any agency or department thereof and the United States of America and any agency or department thereof.

"Hazardous Substances" has the meaning set forth in Section 7.14(a).

"Improvement" or "Improvements" means any and all changes to the Property, from initial construction through later construction or maintenance, which are intended to be temporary or permanent in nature (other than changes made during a period of construction which will be removed when the period is complete), including, but not limited to, new Structures, changes to building exteriors and exterior roofs, parking areas, loading areas, vehicle circulation lanes and parking, exterior lighting, sculptures, sidewalks, fences, walls, railings, ramps, stairways, storage shelters, decks, awnings, Landscaping (defined below), poles, antennae, signs, any public or private utility lines, pipes, sewers, ducts, chutes, conduits, wires, grading, excavation, fill work, changes in exterior color or shape, glazing or reglazing of exterior windows, and any new exterior construction or exterior Improvement which may not be included in any of the foregoing. Improvements include both original improvements and all later changes and improvements, and include any installation, construction, remodeling, replacement, refinishing, addition, or alteration of any of the foregoing.

"Loss" or "Losses" has the meaning set forth in Section 5.04(b).

"Lot" or "Lots" means any parcel of land shown on any recorded plat of the Property together with Improvements thereon, with the exception of the Common Area.

"Majority Vote of the Members" has the meaning set forth in Section 3.04.

"Member Owner" or "Member Owners" means each and every Owner, including Declarant, who qualifies for membership in the Association. Member Owner and Member Owners does not include any Non-Member Owner (defined below).

"Member in Good Standing" has the meaning set forth in Section 3.02.

"Members of the DRB" has the meaning set forth in Section 6.01.

"Non-Member Owner" or "Non-Member Owners" has the meaning set forth in Section 3.01.

"Notice of Unpaid Assessments" has the meaning set forth in Section 4.08.

"Owner" or "Owners" means one or more Persons (excluding the Association) who alone or collectively are the record owner of any parcel of land within the Property but excluding any Person who holds a lien in any parcel of land within the Property merely as security for the performance of an obligation. Owner or Owners includes every Non-Member Owner.

"Paving Setback" has the meaning set forth in Section 7.03(a).

"Person" or "Persons" means any individual, corporation, partnership, firm, trustee, or other legal entity, and all respective heirs, successor, and assigns.

"Plans" means any or all concept design plans, preliminary plans, and final plans for an Improvement proposed to be constructed or installed on a Site.

"Preliminary Plans Review" has the meaning set forth in Section 6.03(d).

"Property" has the meaning set forth in the Recitals. The term Property shall include such additional tracts that, from time to time, are subjected to the provisions of this Declaration and shall not include any tracts that, from time to time, are withdrawn as provided under this Declaration.

"Quorum" has the meaning set forth in Section 3.04.

"Regular Assessment" has the meaning set forth in Section 4.02.

"Restrictions" means all conditions, covenants, restrictions, easements, charges, liens, and other obligations created by or imposed on the Property or any Owner by this Declaration.

"Side and Rear Setbacks" means a Paving Setback and a Building Setback within which building is prohibited and consists of the distance from the boundary line of a Site where the side or rear of the Site is not abutting a Street.

"Site" means a boundary of a Lot owned by an Owner.

"Special Member Assessment" has the meaning set forth in Section 4.04.

"Special Purpose Assessment" has the meaning set forth in Section 4.03.

"Special Vote of the Class A Members" has the meaning set forth in Section 3.04.

"State" means the State of Mississippi.

"Street" or "Streets" means any land located within an easement or a right-of-way in or adjacent to the Property now or at any time hereafter dedicated to any Governmental Entity for public use as a roadway for motor vehicles.

"Structure" or "Structures" means any object or thing the placement of which may affect the appearance of any Lot, including, but not limited to, any building, outbuildings, garage, porch, shed, deck, fence, curbing, paving, landscaping, or any other temporary or permanent Improvement to such Lot.

"Unpaved Right-of-Way" means medians in Streets and the portion of a Street between the outside edge of the Street pavement (or curbs if curbs are installed) and the right-of-way line of the Street.

Section 1.03 Property. The Property from and after the date hereof shall be held, conveyed, hypothecated, encumbered, leased, occupied, built on, or

otherwise used, improved, or transferred, in whole or in part, subject to this Declaration, as same may be amended or supplemented from time to time or at any time. All Property and any right, title, or interest thereto shall be owned, held, leased, sold, and conveyed by Declarant, and any subsequent Owner, tenant, or other occupant subject to this Declaration and the Restrictions. Each Owner, tenant, or other occupant of any portion of the Property, by the acceptance of a deed, lease, or other conveyance or transfer of any interest in the Property or any portion thereof, shall be deemed to have covenanted and agreed to be bound by the provisions of this Declaration.

Section 1.04 Purpose of the Association. The Association shall have and exercise the rights and shall perform the functions of the Association for the benefit of, and as agent for, the Owners as set forth in this Declaration. After the Conversion Date, the Association shall be responsible for administering and enforcing the standards and controls set forth in this Declaration and shall perform its functions in accordance with this Declaration and Applicable Law.

# ARTICLE II DESIGNATION OF LOTS, STREETS, AND ZONING

Section 2.01 Designation of Lots. Declarant shall subdivide the Property owned by Declarant, without the necessity of the joinder of any other Person, into platted Lots, as shown on the plat for Parkway Commons recorded in the land records of the office of the Chancery Clerk of Madison County, Mississippi.

Section 2.02 Designation of Streets. Declarant shall have the right and power, from time to time, to dedicate, designate, reserve, or convey fee simple title to, or grant easements for, Streets in portions of the Property owned by Declarant. The provisions of this Declaration shall be subordinate to the rights of the City in such dedicated Streets. No Owner other than Declarant shall have the right to dedicate, designate, reserve, convey fee simple title, or grant easements for any Street on any portion of the Property owned by such Owner unless such action is approved in writing by Declarant before the Conversion Date or by the Board after the Conversion Date. This provision does not restrict any Owner from installing private roadways for its own use within its own Site in compliance with the provisions of this Declaration.

Section 2.03 Zoning. Declarant shall have the right and power, from time to time, to change the zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the Property. No Owner other than Declarant shall apply for any change in zoning of any portion of the Property owned by such Owner unless such zoning change is approved in writing by Declarant before the Conversion Date or by the Board after the Conversion Date.

# ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Membership.** Membership in the Association is Section 3.01 appurtenant to, and cannot be separated from, ownership of a Lot in the Property by an Owner, other than a Non-Member Owner. A "Non-Member Owner" or "Non-Member Owners" means: (a) the City, which shall not be considered a Member Owner during the time that it owns Streets, public utility easements, drainage easements, or parcels used solely for a fire or police station or public park, unless the City agrees in writing to become a Member Owner; and (b) any public utility company, which shall not be considered a Member Owner during such time that it owns a utility easement. Membership in the Association shall terminate automatically whenever a Member Owner stops being an Owner, except that such termination shall not release or relieve such Owner from any liability or obligation arising under this Declaration during its period of ownership. Any transfer of title to any parcel in the Property shall operate automatically to transfer (or, in cases of transfer by a Non-Member Owner, to vest) membership in the Association appurtenant to such parcel to the new Owner, unless such new Owner is a Non-Member Owner.

Section 3.02 Member in Good Standing. A Member Owner shall be a "Member in Good Standing" and eligible to vote if such Member Owner:

- (a) Has, at least ten (10) days before the taking of any vote by the Association, fully paid all Assessments (defined below) or other charges levied by the Association, as such Assessments of charges are provided for hereunder;
- (b) Does not have a Notice of Unpaid Assessments (defined below) filed by the Association against the Lot owned by such Member Owner; and
- (c) Has discharged all other obligations to the Association as may be required of a Member Owner hereunder or under the Association Documents.

The Board shall have sole authority for determining the good standing status of any Member Owner at any time and shall make such determination with respect to all Member Owners before the Association takes a vote on any matter. The Board shall have the right and authority, in its sole discretion, to waive the ten (10)-day prior payment requirement and require only that such payment be made at any time before such vote is taken if the Board determines, in its reasonable judgment, that extenuating circumstances exist which have prevented prior payment. Any Member Owner not conforming with the provisions of this Section 3.02 shall be declared by the Board not to be a Member in Good Standing and shall not be entitled to vote on matters before the Association until the Member Owner attains Member in Good Standing status as so declared by the Board.

Section 3.03 Classes of Voting Members. The Association shall have two (2) classes of voting membership:

- (a) Class A. "Class A Members" shall be all Member Owners, including Declarant. Class A Members have one (1) vote for each Lot in the owned by such Member Owners as of the date of the notice of the meeting at which such vote will be cast. If any Lot is owned by more than one (1) Member Owner, the number of votes attributable to such Lot shall be the same number of votes as if there were only one (1) Owner of such Lot, and the votes attributable to such Lot may be cast only if all the Owners owning such Lot, before the time of the vote in question, have delivered to the Association a written agreement about how such votes are to be cast or a written designation of one (1) of such Owners to cast the votes attributable to such Lot. Any Member Owner who is not an individual must designate a representative to act for such Member Owner in Association matters and to cast votes for such Member Owner, such designation to be made in writing to the Board. A Member Owner may delegate its right to vote to any tenant occupying its Lot provided such delegation is made in writing and is delivered to the Board.
- (b) Class B. The only "Class B Member" shall be Declarant. The Class B Member has votes equal to one hundred and one percent (101%) of the aggregate of all votes eligible to be cast by Class A Members; provided, however, the Class B membership shall stop on the Conversion Date, and Declarant thereafter shall only be a Class A Member for so long as it owns any portion of the Property.
  - Quorum, Voting, and Notices. Member Owners holding Section 3.04 sixty percent (60%) of the aggregate votes entitled to be cast by Class A Members in Good Standing, represented at a meeting of the Member Owners in person or by a legitimate proxy in a form approved by the Board, shall constitute a quorum for voting on matters brought before the Member Owners at meetings called by the Board (a "Quorum"). The vote of Members in Good Standing (including all Class A Members and the Class B Member) holding, in the aggregate, a majority of the votes entitled to be cast by the Members in Good Standing present or voting by legitimate proxy at a called meeting at which a Quorum is present (the "Majority Vote of the Members") shall be the act of the Member Owners. Notice requirements for all actions proposed to be taken by the Association which require a vote approval by the Member Owners shall be given as set forth in the Association Documents, as such may be amended from time to time. The term "Special Vote of the Class A Members" used herein, means, at the time such vote will be taken, the written consent of Declarant (until the Conversion Date) plus the vote of Class A Members in Good Standing (including Declarant) holding, in the aggregate two-thirds of the votes eligible to be cast by all Class A Members in Good Standing (including Declarant) present or voting by legitimate proxy at a called meeting at which a Ouorum is present.

#### ARTICLE IV ASSESSMENTS

Section 4.01 Covenants for Assessments. Upon taking title to a Lot, each Owner of a Lot within the Property, by acceptance of a deed or other conveyance or transfer of legal title to the Property or any portion thereof, whether

or not it shall be so expressed in any such deed, shall pay to the Association, or such other independent entity or agency which may be designated by the Association to receive such amounts, the following assessments (collectively, "Assessments"):

- (a) Regular Assessment as provided for in Section 4.02 below;
- (b) Special Purpose Assessment as provided for in Section 4.03 below; and
- (c) Special Member Assessment as provided in Section 4.04 below.

All Assessments shall remain the property of the Owner making such payment and shall be expended by the Association on behalf of all Owners only for the specified purposes provided in this Declaration. No profit, gain, or other benefit will be derived by the Association from the Assessments, but, instead, such funds shall be expended as agent for the Owners. All services contemplated to be paid from Assessments shall be obtained by the Association on behalf of the Owners. On termination of the Association, all Assessments held at that time by the Association shall be allocated and returned to the Owners in the same matter as votes are allocated among Class A Members as provided in Section 3.03(a) above.

Regular Assessments. A "Regular Assessment" shall be Section 4.02 determined, assessed, and expended on a recurring calendar year basis, which shall be the fiscal year of the Association; provided, however, a Regular Assessment may be assessed and expended for the partial year from the date of this Declaration through December. A Regular Assessment shall be used for the payment of Common Expenses and other expenses incurred by the Association or the Board on behalf of the Owners as authorized in this Declaration (exclusive of the expenses referenced in Section 4.04 below). A Regular Assessment from the date of this Declaration through December 31 of the first year shall be set by the Board as the Board deems reasonably necessary to pay applicable expenses for such partial year. Thereafter, for the year following and each year thereafter while this Declaration is in force, the Board shall set the amount of the Regular Assessment to be levied for the next calendar year; taking into consideration Common Expenses for the then current year, expected increases in such expenses during the next year, a contingency amount and an optional reserve fund contribution. The Regular Assessment for each other calendar year shall be set by the Board on or about November 15 of the preceding year or as soon thereafter as such determination reasonably can be made by the Board. The Regular Assessment shall be allocated among all Owners (including Declarant) in the same manner as votes are allocated among Class A Members as provided in Section 3.03(a) above. Should any surplus exist at the end of any year, the Board shall reduce the amount required for the next year's Regular Assessment by an amount equal to such surplus.

Section 4.03 Special Purpose Assessment. The Board may, from time to time, levy for any calendar year, applicable to that year (or initial partial year, if applicable) only, a "Special Purpose Assessment" for the purpose of paying any unanticipated expense that normally would have been paid out of a Regular Assessment which was not included in that year's budget for the Regular

Assessment. Such a Special Purpose Assessment shall be allocated among Owners (including Declarant) in the same manner as the Regular Assessment is allocated among the Owners.

- Section 4.04 Special Member Assessment. The Board may levy a "Special Member Assessment" on any Owner to the extent any directly related insurance proceeds paid to the Association are insufficient to pay all costs for:
- (a) Any damage or Loss (defined below) requiring maintenance, repairs, or replacement of Common Areas or Common Facilities, which damage or Loss has been reasonably determined by the Board to have been caused, either directly or indirectly, by the acts of such Owner, or its agent, employee, occupant, tenant, or visitor; or
- (b) Reimbursing the Association for any and all direct or indirect costs incurred by the Association for the maintenance, repair, or replacement of Common Areas or Common Facilties that such Owner fails to repair, maintain, or replace as required by the provisions of this Declaration, provided such Owner fails to correct such deficiency within seven (7) days after written notice thereof is given to such Owner by the Board (or in cases where such deficiency cannot reasonably be corrected within seven (7) days, within a reasonable period of time necessary to correct such deficiency if the Owner begins corrective work within such seven (7)-day period and thereafter proceeds diligently to complete such corrective work).
  - Section 4.05 Due Date of Assessment. The Regular Assessment provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Association to an Owner; provided, however, the Board shall have the right to require payment of a Regular Assessment at other intervals if it deems appropriate (such as monthly, quarterly, etc. The due date of any Assessment under Section 4.03 or Section 4.04 shall be fixed in the notice to the Owner or Owners providing for such Assessment but will not be sooner than thirty (30) days after the date such notice is delivered.
  - Personal Obligation for Payment of Assessments. The Section 4.06 Assessments provided for herein shall be the personal or corporate debt of the Owner of the portion of the Property with respect to which such Assessment is made. No Owner, for any reason, may exempt itself from liability for Assessments. If any Assessment or part thereof is not paid when due, the Owner or Owners of such property shall be obligated to pay interest on such unpaid Assessment from such due date at the Default Interest Rate together with all costs and expenses of collection thereof, including, but not limited to, reasonable attorneys' fees. The Board shall have the right to reject any partial payment of any Assessment and demand full payment thereof, or the Board may, in its sole discretion, elect to accept any such partial payment on account only, without in so doing waiving any rights established hereunder with respect to any remaining balance due. The obligation of any Owner to pay an Assessment with respect to a Lot made for any period of time that an Owner owns the Lot shall remain its personal or corporate obligation, as the case may be (notwithstanding any future sale or conveyance of its Lot), and shall not

pass to unrelated third-party purchasers of such property or portion thereof unless expressly assumed by such purchaser. However, the lien for any unpaid Assessments shall be unaffected by any sale or assignment of full or partial ownership interest in such property affected thereby, or portion thereof, and shall continue in full force and effect. In the event of full or partial sale of an ownership interest in any portion of the Property, it shall be the obligation of the then Owner of such interest to disclose to any purchaser, assignee, title company designated to handle such transaction, financing entity, or other party to such sale any unpaid Assessments. A former Owner shall not be liable for the Assessments made with respect to a Lot after it is no longer the Owner of such Lot.

Assessment Lien. ALL SUMS ASSESSED IN THE Section 4.07 MANNER PROVIDED FOR IN THIS ARTICLE IV, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT INTEREST RATE AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ARE SECURED BY A CONTINUING CONTRACTUAL LIEN AND CHARGE ON THE PROPERTY COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH PROPERTY AND THE OWNER THEREOF AND ITS HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES, AND ASSIGNEES. The aforesaid continuing contractual lien shall attach to the Property as of the date of the recording of this Declaration and shall be superior to all liens other than: (a) a deed of trust or mortgage constituting a lien on the land of an Owner and (b) the lien securing real estate taxes; provided, however, the types of liens referenced in (a) above shall be inferior and subordinate to the lien securing the obligation to pay Assessments if the Association records a Notice of Unpaid Assessments before the date of such other lien. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment lien is subordinate as provided above, all Lots within the Property are conveyed to and accepted and held by the Owner thereof subject to any Assessment lien provided for in this Section 4.07.

Section 4.08 Notice of Unpaid Assessment. To evidence any unpaid Assessments, the Association may prepare a written notice of unpaid Assessments (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid indebtedness, the Owner's name, and a property description. Such notice shall be signed by one of the officers of the Association and shall be recorded in the real property records of the County. The Association shall record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced have been paid in full.

Section 4.09 Foreclosures of Assessment Liens. AFTER RECORDING A NOTICE OF UNPAID ASSESSMENTS, THE LIEN FOR PAYMENT OF ASSESSMENTS MAY BE ENFORCED BY FORECLOSURE OF THE LIEN UPON THE DEFAULTING OWNER'S PROPERTY BY THE ASSOCIATION EITHER BY JUDICIAL OR NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE OR DEED OF TRUST ON REAL PROPERTY IN ACCORDANCE WITH THE APPLICABLE LAW, AS

SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED, OR REPLACED FROM TIME TO TIME. The Association may also file suit against the Owner personally to obtain a judgment for unpaid Assessments. In any foreclosure proceeding, whether judicial or nonjudicial, or in any other suit against the Owner, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Association. The Association shall have the right and power to purchase the Property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. On the written request of any mortgagee holding a lien on any part of the Property, the Association shall provide a copy of the Notice of Unpaid Assessments to said mortgagee.

**Section 4.10 Certificate.** Within twenty (20) days of the Association's receipt of a written request by an Owner, the Association shall furnish a certificate setting forth any unpaid Assessments owed by an Owner or that none are due and owing.

### ARTICLE V ASSOCIATION BOARD OF DIRECTORS

Section 5.01 Creation of Board. The Association shall be governed by the Board elected by a Majority Vote of the Members. The size and composition of the Board, its method of election, and its duties and authorities shall be as provided in the Association Documents and this Declaration, except that all members of the Board shall be Owners or employees, agents, or officers of Owners. The Board shall exist and function solely for the benefit of the Property, the Association, and the Members.

Section 5.02 Use of Assessment. Subject to the provisions of Section 7.01 below, the Board shall be responsible for setting, collecting, and disbursing Assessments. In general, the Board is empowered to cause the Association, among other things permitted herein or in the Association's governing documents, to take the following actions and to expend Assessment funds for the following purposes:

- (a) To pay Common Expenses;
- (b) To employ contractors to maintain and repair Streets and utilities, but only to the extent that the City (or other responsible Governmental Entity) or appropriate utility company fails to do so in a manner deemed appropriate in the judgment of the Board;
- (c) To employ independent consultants or independent contractors to manage daily operations of the Association; provided, however, neither the directors of the Association nor Members of the DRB (defined below) shall be paid any salary or other compensation for serving in such capacity;

- (d) To employ legal, accounting, engineering, architectural, and other independent professional services, including, but not limited to, any services needed for architectural review of any plans for the construction of Improvements on a Site;
- (e) To purchase a policy or policies of insurance insuring the Declarant, the Association, and the Board, and the DRB against any liability to the public or to the Owners (and/or visitors or occupants) incident to operation of the Association or the DRB:
- (f) To pay for materials, supplies, services, maintenance, repairs, alterations, insurance, and *ad valorem* and other taxes on Property owned by the Association or in which the Association has an interest;
- (g) To pay general and administrative expenses which, in the opinion of the Board, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration, including, but not limited to, reasonable expenses of the DRB;
- (h) To pay costs incurred in the exercise and performance by the Board or the Association of any of their authorities, duties, or rights set forth in or incidental to this Declaration:
- (i) To agree or contract for: (i) insurance coverage for Common Areas and the Common Facilities; (ii) utility consumption and services matters necessary for the operation of the Common Areas and the Common Facilities and the provision and operation of the Common Services; (iii) maintenance, repair, and operation of Common Areas, the Unpaved Right-of-Way, and the Common Facilities; (iv) design, engineering, and other consultant contracts; and (v) goods and services;
- (j) To determine the Common Services that should be obtained by the Association for the benefit of the Owners;
- (k) To designate Common Areas and Common Facilities not listed in Section 1.02;
- (I) To borrow funds to pay any costs of operation, secured by assignment or pledge of Assessments, as the Board may determine to be necessary and appropriate in accordance with this Declaration;
- (m) To sue or to defend in any court of law on behalf of the Association, the DRB, the Board, or any Board member any matter related to or described in this Declaration;
- (n) To make, or cause to be made, any tax returns, reports, or other filings required by federal, state, or local governmental authorities;

- (o) To make available to each Owner within ninety (90) days after the end of any Association fiscal year a written annual report on financial affairs of the Association for the preceding year.
- (p) To adjust the amount of, collect, and use any insurance proceeds to repair or replace any damaged or lost property or to reimburse Persons entitled to receive reimbursement for injury, damage, or Loss, and, if said insurance proceeds are insufficient to provide full reimbursement as may be required, the Board may act to collect funds through a Special Purpose Assessment or a Special Member Assessment, whichever is applicable;
- (q) To promulgate Development Guidelines (the "**Development Guidelines**") to serve as a guide for Owners in the planning and construction of Improvements and as a guide for the DRB in reviewing and approving or disapproving plans and specifications for Improvements and to revise such from time to time as the Board, in its discretion, deems appropriate, with copies of revisions to be furnished to all Owners. The Development Guidelines shall not contain any provisions that: (i) conflict with the provisions of this Declaration; (ii) attempt to prohibit uses that comply with Section 7.01(a) below and are not prohibited by Section 7.02 below; or (iii) restrict or diminish rights of Owners as specifically provided in this Declaration;
- (r) To enforce the provisions of this Declaration and the Development Guidelines and to enjoin actions or seek damages and/or remedial action from any Owner for violation of this Declaration or the Development Guidelines, which right shall include, but is not limited to, the right, but not the obligation, to enter onto any part of the Property to perform obligations of the Owner thereof who has failed to do so in accordance with the provisions of this Declaration or the Development Guidelines;
- (s) To maintain books and records with respect to all aspects of the operations of the Association and to levy, collect, receive, administer, expend, and dispose of all Assessments and other funds held by the Association in accordance with sound accounting practices (that separately reflect all Association reserve funds), and to permit any Owner (or a Person designated by such Owner in writing) to inspect, copy, and audit the same on reasonable notice during normal business hours at an office of the Association or the Declarant located in Madison County, Mississippi;
  - (t) To appoint Members of the DRB as described in Section 6.01 below;
- (u) To own fee simple title or an easement interest to the Common Areas and any other areas determined by the Board to be appropriate;
- (v) To promulgate reasonable rules governing the use of the Common Areas, the Common Facilities, and the Common Services; and
- (w) To have all the powers necessary or incidental as may be required to perform such other duties and functions as are necessary for prudent operation and management of the Association.

The Association shall have the right to perform such other functions, and to use Regular Assessment and Special Purpose Assessment funds to pay the cost thereof, to the extent that a Special Vote of the Class A Members approves such other functions and services. In addition to expending Regular Assessment and Special Purpose Assessment funds for the aforementioned purposes, the Board also is permitted to spend funds collected through a Special Member Assessment for those purposes set forth in Section 4.04.

Section 5.03 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for performance of services which the Association is obligated or authorized to obtain or provide, such contracts to be at competitive rates then prevailing for such services and on such other terms and conditions, and for such consideration as the Board may deem advisable and in the best interest of the Association if the level of service received is consistent with that available from third parties.

#### Section 5.04 Limitation of Liability and Indemnification.

- (a) Limitation of Liability. No Member Owner, Non-Member Owner, director, officer, or representative of the Association shall be personally liable for debts, expenses, losses, or liabilities of the Association. The Members of the DRB, the Board members, and the officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual gross negligence, willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts, and approval of actions that violate the provisions of Section 7.01(b) below or the Association Documents ("Bad Acts"). Such Members of the DRB, Board members, and officers of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association. The Association shall have the right to purchase and maintain, as a Common Expense, directors' and officers' liability insurance on behalf of any Member Owner who is or was a Board member or officer of the Association or DRB against any liability asserted against it and incurred by it in such capacity, or arising out of its status as such.
- (b) Indemnification. The Association, as a Common Expense of the Association, shall indemnify, defend, save, and hold harmless such Board members and officers of the Association from any and all debts, expenses, losses, and liabilities including court costs and reasonable attorneys' fees incurred by or imposed in connection with such proceeding) ("Loss" or "Losses") to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each Board member and each officer of the Association shall be indemnified, defended, saved, and held harmless by the Association, as a Common Expense of the Association, from any Loss to others (to the extent not covered by insurance proceeds) by reason of having served as such Board member or as such officer and against all Losses incurred at the time it was a Board member or officer, subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the Loss or Losses arise from a proceeding in which such Board member or such officer is adjudicated guilty of Bad Acts (THIS INDEMNITY IS INTENDED TO AND DOES COVER LIABILITIES

RESULTING FROM THE NEGLIGENCE OF THE BOARD MEMBERS OR THE OFFICERS OF THE ASSOCIATION). In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a Board member or officer, or former Board member or officer, may be entitled.

**Insurance.** The Association shall carry and maintain, to the Section 5.05 extent such coverage is reasonably available as determined by the Board, liability insurance with policy limits of at least \$1,000,000 covering occurrences in the Common Areas or as the result of the operation of Common Services or Common Facilities. At the Association's discretion, the Association, acting through the Board, shall have the right to purchase, carry, and maintain in full force and effect (to the extent same is available): (a) property and general liability insurance covering any employees and any and all portions of the Common Areas, and any Improvements thereon or appurtenant thereto, and covering the Common Facilities and Common Services for the interest of the Association, the Board, employees, agents, or officers, and of all Member Owners, in such coverage and amounts and with such endorsements as shall be considered by the Board, in its sole discretion, to be reasonable; and (b) errors and omissions insurance for the Board, officers of the Association, and the DRB. The Board shall carry such insurance at such limits of coverage and with financially sound companies licensed to do business in the State as the Board deems appropriate. Should insurance proceeds be insufficient to fully reimburse any Loss or damage, the Association may levy a Special Purpose Assessment or a Special Member Assessment, whichever is applicable, to cover such deficiency.

#### ARTICLE VI DEVELOPMENT REVIEW BOARD

Section 6.01 Creation of Development Review Board. The Association shall establish and maintain a Development Review Board (the "DRB") consisting of not fewer than two Persons appointed by the Board (the "Members of the DRB"). At least two (2) Members of the DRB shall be Owners or employees, agents, or officers of Owners. Until the Conversion Date, the appointment of the Members of the DRB must be approved by Declarant, and any or all Members of the DRB may be removed by Declarant with or without cause. After the Conversion Date, the Board shall have the exclusive right and authority at any time, and from time to time thereafter, to create and fill vacancies on the DRB and to remove Members of the DRB with or without cause.

Section 6.02 Function of Development Review Board. A function of the DRB is to review and approve or disapprove plans and specifications for Improvements proposed to be installed or modified on portions of the Property. NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED, OR PERMITTED TO REMAIN ON

SUCH PORTION OF THE PROPERTY UNTIL PLANS AND SPECIFICATIONS, IN SUCH FORM AND DETAIL AS THE DRB MAY DEEM REASONABLY NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE DRB AND APPROVED BY IT IN WRITING. The Board, from time to time, may establish and revise a standard review fee which must be paid by an Owner at the time plans are submitted for review. The DRB shall have the authority to select and employ professional consultants to assist it in fulfilling its duties if the DRB determines that it does not have sufficient expertise or time to review any submitted plans, the cost of such consultants to be paid by the Owner of the Site for which plans and specifications have been submitted for approval, which cost shall be in addition to any review fee as referenced above. The process of reviewing and approving plans and specifications is one which of necessity requires that the DRB make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration or the Development Guidelines. The DRB is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration and the Development Guidelines in such manner and with such results as the DRB, in its sole discretion, may deem appropriate. In the absence of final adjudication by a court of competent jurisdiction that the DRB has abused its discretion, any action by the DRB shall be final and conclusive. While the Development Guidelines are intended as a general guide for development within the Property, the DRB shall have the right to grant variances from the Development Guidelines as it, in its sole but reasonable judgment, deems appropriate; provided, however, such variances may not be used to allow violations of this Declaration. The DRB shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable, and the DRB shall be entitled and empowered to enjoin or remove (or cause the Association to remove) any construction undertaken in accordance with plans and specifications that have not been approved in writing by the DRB. Improvements for which DRB approval is required are to be constructed per the Development Guidelines in existence as of the date the preliminary plans were submitted to the DRB for approval. Changes to the Development Guidelines shall not necessarily require changes in construction of plans previously approved or disapproved by the DRB. THE RIGHTS AND POWERS OF THE DRB UNDER THIS ARTICLE VI ARE SUBJECT TO THE PROVISIONS OF SECTION 7.01(b) BELOW.

#### Section 6.03 Plans and Specifications.

- (a) The DRB shall have the right to disapprove any submitted plans that are not in compliance with this Declaration and the Development Guidelines, if they are incomplete or if the DRB determines that such plans are deficient from an engineering or design standpoint. The DRB may base its approval or disapproval on, among other things:
  - (i) Architectural character of all proposed Improvements, taking into consideration the aesthetic quality of any Structures with respect to height, form, proportion, volume, siting, exterior materials, and roofing materials (type, scale,

texture, color, and durability), proposed quality of workmanship, and the appearance of the Improvements from the air;

- (ii) Adequacy of Site dimensions for the proposed Improvements;
- (iii) Conformity and harmony of external design with Improvements on neighboring Sites and types of operations and uses thereof;
- (iv) Relation to topography, grade, and finish ground elevations to that of neighboring Sites;
- (v) Effect of the Improvements on aircraft navigation or communication and communication or navigation aids or equipment;
  - (vi) Screening of mechanical and other installations;
- (vii) Functional appropriateness with respect to vehicle handling, pedestrian circulation, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Sites), drainage, utility service systems, and lighting;
  - (viii) Extent and quality of landscaped areas;
  - (ix) Exterior signage; or
- (x) Compliance with the purpose and general plan, intent, and provisions of this Declaration and the Development Guidelines.

The DRB shall be available on a reasonable basis, on reasonable request of an Owner, to meet with an Owner and/or its representatives to discuss and answer questions concerning proposed Improvements and their compliance with this Declaration and the Development Guidelines.

- (b) The development review process consists of three (3) phases:
  - (i) The Concept Plan Phase as provided for in Section 6.03(c) below;
- (ii) The Preliminary Plans Review as provided for in Section 6.03(d) below; and
  - (iii) The Final Plans Review as provided for in Section 6.03(e) below.
- (c) The Owner shall present to the DRB its concept design plan for the Improvements proposed to be constructed or installed on its Site and the DRB may communicate to the Owner any specific development requirements for the Owner's Site (the "Concept Plan Phase"). The concept design plan submitted by the Owner shall provide and show all information specified and required in the Development Guidelines. The DRB must approve in writing the Owner's design concept before the DRB will

accept the Owner's submission for Preliminary Plans Review (defined below). THIS CONCEPT DESIGN PHASE SHALL OCCUR AS EARLY AS POSSIBLE. A PRIMARY PURPOSE OF THE CONCEPT DESIGN PHASE IS TO IDENTIFY ANY GENERAL DESIGN ASPECTS OF THE PROPOSED IMPROVEMENTS THAT ARE UNACCEPTABLE TO THE DRB BEFORE THE OWNER HAS INCURRED SUBSTANTIAL DESIGN AND ENGINEERING COSTS.

- (d) Based on the design concept approved by the DRB during the Concept Plan Phase, the Owner shall submit to the DRB its preliminary plans for the proposed Improvements on its Site for review by the DRB (the "Preliminary Plans Review"). At this stage, such plans shall provide and show all the information, drawings, and data specified and required in the Development Guidelines and such other information as may be reasonably requested or required by the DRB. The DRB must approve in writing the Owner's preliminary plans for such Improvements before the DRB will accept the Owner's submission for Final Plans Review (defined below).
- (e) Based on the preliminary plans approved by the DRB, the Owner shall submit to the DRB its final plans and specifications for the proposed Improvements on its Site for final review by the DRB (the "Final Plans Review"). At such stage, plans and specifications shall be prepared by an architect, professional engineer, landscape architect, and land surveyor (as appropriate) registered under the Applicable Law, bearing the signature, seal, and certification of such architect, professional engineer, landscape architect, and land surveyor and shall provide and show all the information, drawings, and data specified and required in the Development Guidelines and such other information as may be reasonably requested or required by the DRB. The plans shall be accompanied by the written certification by the Owner's architect that the Improvements comply with the provisions of the Development Guidelines and this Declaration. If any of the plans or specifications that are submitted for Final Plans Review do not comply with this Declaration or the Development Guidelines, the Owner's architect, in such certificate, shall specify and explain any noncompliance.
- At the request of an Owner, the DRB shall complete an expedited review (f) of plans for phased or "fast-track" construction to determine if the Owner is eligible for expedited approval of plans. Before obtaining written approval in the Concept Plan Phase, the Preliminary Plans Review, or the Final Plans Review, the Owner may submit plans and specifications prepared by an architect, professional engineer, landscape architect, and land surveyor (as appropriate) registered under the Applicable Law, bearing the signature, seal, and certification of such architect, professional engineer, landscape architect, and land surveyor together with all the information, drawings, and data specified and required in the Development Guidelines. The plans shall be accompanied by the written certification by the Owner's architect that the Improvements comply with the provisions of the Development Guidelines and this Declaration. The DRB must approve in writing the Owner's plans. On approval, the Owner's plans no longer need to undergo review in the Concept Plan Phase, the Preliminary Plans Review, or the Final Review. A request for such expedited review of plans shall be at the risk of such Owner because the DRB shall have the right to withhold further approvals or to withdraw its approval of plans previously submitted if later plans for further construction

on such Site result in such previously approved Improvements no longer being in substantial compliance with this Declaration or the Development Guidelines or being consistent in all material respects with plans for the Site previously approved by the DRB. In such event, the Owner shall modify any such previously constructed Improvements as may be required by the DRB.

- (g) Approval of plans and specifications shall be based on a determination by the DRB whether or not, in its reasonable judgment such plans and specifications adequately meet objectives established for the Property's aesthetic quality, as well as meeting the requirements created by this Declaration and the Development Guidelines. The DRB shall notify the Owner of the DRB's disapproval of any portion of the plans or other submissions and shall give the reasons for such disapproval. Approval of any plans and specifications for certain Improvements shall not be deemed a waiver of the DRB's right, in its reasonable discretion, to disapprove similar plans and specifications, or any of the features or elements included, for any other Improvements or to refrain from granting similar variances.
- If any submission of plans is not complete or does not include all data (h) required by this Declaration or the Development Guidelines, the DRB, within fifteen (15) days after such submission, shall notify the Owner of such deficiencies, and such plans shall not be considered to have been submitted until such deficiencies have been corrected. Should the DRB fail to approve or disapprove plans at any stage, Concept Plan Phase, Preliminary Plans Review, or Final Plans Review, properly presented by an Owner as provided above, within twenty (20) days after submission to the DRB, it shall be presumed that the DRB has approved such properly submitted plans and specifications; provided, however, if before the end of such twenty (20)-day period, the DRB notifies the Owner in writing that more time, not to exceed ten (10) days, is needed for further review, after which additional period it shall be presumed that approval has been given absent specific disapproval in writing having been given by the DRB during such additional review period/disapproved such properly submitted plans and specifications. The DRB in the future may modify, by provisions in the Development Guidelines, the procedure for the submission and review of plans provided the review times set forth above are not materially changed.
- (i) If work does not begin within eighteen (18) months from the date of DRB approval of final plans, then the approval given under this Section 6.03 shall be deemed revoked by the DRB, unless the DRB expressly extends the time for commencing work. All work covered by such approval, once begun, shall be constructed with due diligence and completed as soon as reasonably possible, but in any event absent an extension granted by the DRB, must be completed within three (3) years of starting, except for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the Owner.
  - Section 6.04 Inspections. The DRB, or its designees, shall have the right during reasonable business hours to enter on and inspect any Site or Improvements then under construction. If the DRB shall determine that such Plans have not been

approved or that the Plans which have been approved are not being substantially complied with, the DRB may, in its reasonable discretion, give the Owner of such Site and Improvements written notice and, thereafter, the Board or the DRB, on behalf of the Association, may enjoin further construction and require the removal or correction of any work that does not comply with approved Plans. If any Improvements are altered or replaced on any Site other than in substantial conformity with the approved Plans, such action shall be deemed to have been undertaken without requisite approval of the DRB and to be in violation of this Declaration; the Board or the DRB, on behalf of the Association, may take action as permitted under this Declaration with respect thereto.

Section 6.05 Interior Alterations. Notwithstanding any other provisions of this Declaration or the Development Guidelines, an Owner may make alterations within the interior of any building on its Site without first obtaining DRB approval, provided such alterations do not change the exterior appearance of any Improvements.

Section 6.06 Changes. No construction or installation of Improvements on a Site that is inconsistent with, in addition to, or materially different from any previously approved Plans shall be started or permitted until the Plans reflecting such change or addition have been submitted to and approved by the DRB in accordance with this Article VI; provided, however, no such approval is required for changes within the interior of any building that do not change exterior appearance.

# Section 6.07 Limitation of Liability and Indemnification Related to Improvements.

Limitation of Liability Related to Improvements. Declarant, the Association or any of its officers, the Member Owners, the Non-Member Owners, the DRB, the Members of the DRB, and the Board or any of its members, shall not, individually or in combination, be liable for any Loss or Losses to any Owner submitting Plans or specifications for approval or to any Owner of any portion of the Property, by reason of subjective decisions, mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans and specifications submitted or in connection with enjoining or removing any construction undertaken prior to written approval of the DRB; provided, however, this provision does not apply to Bad Acts. Declarant, the Association or any of its officers, the Member Owners, the Non-Member Owners, the DRB, the Members of the DRB, and the Board or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering, or defect associated with any Improvement constructed on the Property. APPROVAL OF PLANS AND SPECIFICATIONS DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING, AND CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO

DETERMINE AND SEE THAT ITS PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS AND THE DESCRIBED PRACTICES.

Indemnification Related to Improvements. The Association, as a Common Expense of the Association, shall indemnify, defend, save, and hold harmless such Board members and officers of the Association from any and all Loss or Losses to others on account of any approval or disapproval or failure to approve or to disapprove any Plans and specifications submitted or on account of enjoining or removing any construction undertaken prior to written approval of the DRB (to the extent not covered by insurance proceeds). In addition, each Board member and each officer of the Association shall be indemnified, defended, saved, and held harmless by the Association, as a Common Expense of the Association, from any Loss to others (to the extent not covered by insurance proceeds) by reason of having served as such Board member or as such officer and against all Losses incurred at the time it was a Board member or officer, subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the Loss or Losses arise from a proceeding in which such Board member or such officer is adjudicated guilty of Bad Acts (THIS INDEMNITY IS INTENDED TO AND DOES COVER LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE BOARD MEMBERS OR THE OFFICERS OF THE ASSOCIATION). In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a Board member or officer, or former Board member or officer, may be entitled.

Section 6.08 Certificate of Compliance. Within twenty (20) days of the Association's receipt of a written request by an Owner who has fully and timely complied with the provisions of this Article VI, the Association shall deliver to such Owner a written certificate of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance.

# ARTICLE VII DEVELOPMENT COVENANTS

Section 7.01 General. No use shall be permitted on the Property which is not allowed under Applicable Law. Each Owner, occupant, or other user of any portion of the Property at all times shall comply with this Declaration and the Development Guidelines and with any and all Applicable Law, specifically including, but not limited to, applicable zoning restrictions placed on the Property, as they exist from time to time. All portions of the Property shall be developed in accordance with this Declaration as it may be amended as herein provided. The provisions of this Article VII set forth certain requirements which, in addition to the other provisions of this Declaration and the Development Guidelines, shall apply with respect to the development and use of the Property.

Section 7.02 Prohibited Uses. Without limiting the generality of Section 7.01 above, the following are prohibited on the Property:

- (a) Any use described in Exhibit B;
- (b) Any use that is unlawful;
- (c) Any use that creates damage, waste, or a nuisance; or
- (d) Any use that emits objectionable odors, sounds, or vibrations, or allows any pests, insects, or vermin.

#### Section 7.03 Setbacks.

(a) Except as hereinafter specifically provided, each Site shall be subject to Front Yard Setbacks consisting of a "Paving Setback" and a "Building Setback" as detailed in the chart below and measured in feet from the right-of-way line of each Street contiguous to such Site (a Site shall have a front yard on each boundary abutting a Street) as follows:

Street	Paving Setback	Building Setback
Commons Drive	[NUMBER] feet	[NUMBER] feet
E. Parkway Road	[NUMBER] feet	[NUMBER] feet
W. Parkway Cove	[NUMBER] feet	[NUMBER] feet

- (b) Except as hereinafter specifically provided, each Site shall be subject to "Side and Rear Yard Setbacks" on all sides of a Site not abutting a Street consisting of a Paving Setback of [NUMBER IN WORDS] ([NUMBER]) feet and a Building Setback of [NUMBER IN WORDS] ([NUMBER]) feet, measured from the applicable boundary lines of the Site.
- (c) No Improvements shall be constructed, installed, or planted by an Owner within a Paving Setback or within the Unpaved Right-of-Way on or adjacent to a Site other than landscaping, sidewalks, underground utility lines and connections (including surface mounted switch gear), driveways crossing such area into the Site, and, but only if approved in writing by the DRB, gates and gatehouses, landscape walls, signs, flags, sculptures, and other Improvements specifically authorized by the DRB.
- (d) No Improvements shall be constructed, installed, or planted on any Site between the Paving Setback and the Building Setback applicable to such Site except for:
  - (i) Those Improvements permitted in Section 7.03(c) above;
  - (ii) Underground Structures;
  - (iii) Steps, pedestrian plazas, benches, and related hardscape;
  - (iv) Planters and retaining walls;

- (v) Fences, screening walls, and security walls approved in writing by the DRB;
  - (vi) Driveways, porte cocheres, and surface parking areas; and
  - (vii) Other Improvements specifically authorized by the DRB.
- (e) Notwithstanding the setbacks specified above, the DRB shall have the right, with respect to any retail shopping areas or mixed-use centers developed on the Property, to waive or reduce any applicable Side or Rear Yard Setbacks and Paving and Building Setbacks for internal private drives or roadways and all other Streets.
  - Section 7.04 Site Circulation. Declarant intends for the Property to be developed in such a manner as to minimize the number of curb cuts on to and median cuts in Streets, all of which curb and median cuts must be approved in writing in advance by the DRB. Driveways on a Site shall be paved with concrete and shall accommodate adequate vehicle stacking so that stacking on Streets of vehicles entering the Site is minimized.
  - Section 7.05 Fire Protection. All buildings shall be designed, constructed, and maintained to comply fully at all times with any Applicable Law relating to fire protection. All such buildings and their associated ingress and egress from and to Streets and surface parking areas shall be so related to one another and arranged to permit ease of access for emergency fire vehicles. Designated fire lanes within any Site shall be so located, marked, and protected from encroachment to function effectively at all times. Appropriate signage, subject to DRB approval, shall be installed for such fire lanes as may be required either by any public authority or by the DRB and shall be kept in readable condition.
  - Section 7.06 Parking. Each Owner must provide on its Site adequate parking areas for employees, the handicapped, visitors, and service vehicles. No parking shall be permitted on Streets, on entrance driveways, or on internal roads on the Site except in a manner satisfactory to the DRB. All surface parking shall be paved and shall have integral concrete curbs and gutters. To the extent required by the DRB, all surface parking shall be screened to block the ground level view of automobiles below their hood lines and otherwise reduce the visibility of vehicles and parking surfaces from Streets, in a manner satisfactory to the DRB.
  - Section 7.07 Signage. No sign or other advertising device of any nature shall be placed on the Property except as approved by the DRB. All signage shall be consistent with the design criteria of the DRB, including the manner and method of attachment of the signage to the building. All signage must be permitted under Applicable Law. Declarant or the Association shall have the right to install and maintain standard directional/informational signage and traffic signage in any Unpaved Right-of-Way.
  - Section 7.08 Underground Utilities. Any and all pipes, lines, and wires used for the transmission of water, fuel, storm drainage, natural gas, electricity,

telephone, security, telecommunication systems, television, sewage, industrial sewage, sound, or any other utilities which are not within a building shall be constructed and maintained underground within the Property unless required to be above ground for technical or environmental reasons and approved by the DRB. No well shall be constructed on the Property except by Declarant or the Association on Property owned by Declarant or the Association unless otherwise approved by the Declarant or the Association.

Section 7.09 Screening. All towers, tower antennae, satellite receiving and transmitting equipment, roof-mounted equipment, other equipment, outside storage areas and service areas on the Property, and such other items and areas as designated by the DRB, shall be screened to the extent reasonably practicable from ground level view. The DRB shall have full power to determine what facilities or areas must be screened and the screening materials and requirements for each.

Section 7.10 Loading Docks and Areas. Each Site shall provide sufficient on-site loading facilities to accommodate activities, and all loading movements, including, but not limited to, turnarounds, shall be made off of Streets. No materials, supplies, or equipment shall be permitted to remain outside of any Structure unless screened in a manner satisfactory to the DRB. Loading docks and areas and maneuvering areas shall be located on a Site in accordance with the provisions of the Development Guidelines. The DRB may require screening of loading and maneuvering areas facing an adjacent Site or a Street.

Landscaping. Each Owner, contemporaneously with the Section 7.11 development of Improvements on a Site, shall install landscaping, including plants, grass vines, ground cover, trees, shrubs, flowers, mulch, bulbs, rocks, landscape edging, water features, lighting in landscaped areas, underground irrigation systems, and related landscape improvements and materials, on all unimproved areas on its Site in accordance with Plans approved by the DRB (other than on land held for expansion purposes as approved by the DRB). An Owner shall keep all such landscaping in good condition and repair and in a neat and orderly appearance and shall be responsible for all expenses relating to the maintenance, repair, or replacement of Landscaping on the Owner's Site and on the Unpaved Right-of-Way adjacent to such Site. Automatic underground irrigation systems must be installed in all landscaped areas on a Site (other than land held for expansion purposes as approved by the DRB) and the adjacent Unpaved Right-of-Way. No changes shall be made to the landscaping plan for a Site or an adjacent Unpaved Right-of-Way without the prior written approval of the DRB.

Section 7.12 Trash and Garbage. No Site, or part thereof, shall be used or maintained as a dumping ground for rubbish, trash, or garbage before, during, or after the installation of any Improvements. Trash collection containers shall be situated and enclosed or otherwise screened as required by the DRB so as not to be visible from Streets or other adjacent Sites. Each Owner shall observe and comply with any and all requirements established by the DRB for the storage and removal of trash and garbage. If within five (5) days after receipt of written notice from the

Declarant or the Association to an Owner, the Owner fails either to remove such trash, rubble, or construction debris, or to exercise reasonable care or conduct to prevent or remedy a dangerous, unclean, or unsightly condition, then the Declarant or the Association shall have the authority and right to go on the Site to clean said Site and/or otherwise correct said condition or conditions.

Section 7.13 Surface Water Flow and Drainage. Plans for all dams, lakes, ponds, other water features of any kind, and general Site drainage must be submitted in advance for DRB approval. Each Owner shall control water runoff drainage from the Owner's Site to prevent damage to adjacent tracts, Streets, or any other area in the Property.

#### Section 7.14 Environment.

No Owner, tenant, operator, occupant, or other user of the Property or any (a) portion thereof shall handle, store, deposit, use, process, make, dispose of, release, or allow any of its agents, employees, contractors, occupants, or invitees to handle, store, deposit, use, process, make, dispose of, or release any Hazardous Substances (defined below) of any kind from, on, in, under, or in the air above any part of the Property, including, but not limited to, any surface waters or groundwater located on the Property, or into public sanitary sewer systems serving the Property without complying with all Environmental Laws (defined below), including, but not limited to, performing pretreatment, obtaining permits, and giving notices as required by Environmental Laws. "Hazardous Substances" means those substances now or hereafter included within (whether as a result of such substance's inclusion on a list, physical characteristics, or otherwise) any of the definitions of "hazardous substances," "hazardous waste," "hazardous materials," "pollutant," "contaminant," or "toxic substance" under, or otherwise regulated by, any Environmental Laws, including, but not limited to: (i) mixtures containing listed Hazardous Substances and waste generated from the treatment, storage, or disposal of Hazardous Substances; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) radioactive materials; and (v) petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquified natural gas, and synthetic gas. Hazardous Substances does not include de minimis amounts of hazardous materials used solely for household purposes. "Environmental Laws" means and includes all Applicable Law relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Sections 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Federal Water Pollution Control Act, 33 U.S.C.

Sections 1251, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law and all requirements imposed by any related permit.

- Each Owner, tenant, operator, occupant, or other user of the Site shall be (b) responsible for and shall pay all Loss or Losses related to the disposal or release by such Owner, tenant, operator, occupant, or other user of any Hazardous Substances, sewage, or wastes of any kind in, on, under, or in the air above the Property, which Loss shall include, but not be limited to, closure, removal, remediation, cleanup, containment, and other response costs, injuries to Persons, damages to property, legal expenses, and interest paid to any Governmental Entity; provided, however, this covenant does not apply to Hazardous Substances generated on or migrating from other Sites or already existing on the Site in question as of the date of the acquisition of such Site by such Owner, tenant, operator, occupant, or other user. The covenant in the immediately preceding sentence itself does not create any obligation of Owner, tenant, operator, occupant, or other user of a Site other than for the payment of the costs and expenses described in such sentence, and no Person has any rights under the covenant in such sentence to enforce any claim for any remedy against such Owner, tenant, operator, occupant, or other user of such Site other than for the payment or recovery of the costs and expenses described in such sentence.
- (c) The provisions of this Section 7.14 do not affect the rights, liabilities, or obligations of any Person under Environmental Laws or other Applicable Law. Notwithstanding any provision contained in this Declaration to the contrary, the Association shall not have the right to levy any Regular Assessment or Special Purpose Assessment for the purpose of collecting funds from Owners to be used for the payment of closure, removal, remediation, cleanup, containment, or other response costs relating to Hazardous Substances in the Common Areas or in any other portions of the Property; provided, however, this restriction shall not affect the right of the Association to levy a Special Member Assessment to collect funds to pay such costs from any Owner who is responsible for the presence of such Hazardous Substances or from or on whose Site such Hazardous Substances were generated, stored, or released.
  - Section 7.15 Fences. The use of fences on the Property is permitted only if specifically approved in writing in advance by the DRB.
  - Section 7.16 Prohibited Activities. No dangerous, noxious, offensive, or nuisance activities or any activities which violate any Applicable Law shall be conducted or permitted to occur by any Owner or its agents, employees, contractors, occupants, or invitees on any portion of the Property. No operation or use of any portion of the Property shall be permitted or maintained by any Owner or its agents, employees, contractors, occupants, or invitees that causes or produces noise or sound that is objectionable because of its volume, duration, frequency or shrillness, smoke, noxious, toxic, or corrosive fumes or gases, obnoxious odors, dust, or unusual fire or

explosion hazards. The above prohibitions are in addition to those set forth in Section 7.01 and Section 7.02 above.

Section 7.17 Certain Declarant Uses. Declarant may conduct its sales and marketing program for the Property from any permanent or temporary sales buildings or trailers and may conduct work and activities on portions of the Property owned by Declarant and do all things reasonably necessary or convenient as required to expeditiously begin, continue, and complete such work, including, but not limited to, the provision of temporary buildings (including trailers), temporary storage of construction materials and equipment, and the installation of temporary signage of such types, in such sizes, and at such locations on portions of the Property owned by Declarant as Declarant deems appropriate. In addition, Declarant shall have the right, at its expense, to install on any Site a standardized sign announcing a future development on such Site, which sign may remain in place even after its sale until completion of the development. If Declarant installs such a sign, the Owner of such Site shall not install another sign for the same purpose.

#### Section 7.18 Construction Standards.

- (a) Any builder engaged to construct Improvements on any portion of any Site may conduct its construction operations and activities and do all things reasonably necessary as required to expeditiously begin, continue, and diligently complete construction of any such Improvements, including the provision of temporary buildings or trailers for administration of work and for the storage of materials and equipment, and the construction of temporary security fences and lighting, except that all construction activities, temporary Structure, storage of materials and equipment, all construction-related parking, and temporary security fences shall be confined entirely on such Site behind the Paving Setbacks. Topsoil shall be scraped and preserved before laying temporary parking lots. Once begun, all construction on a Site shall be continued with due diligence and good faith until completion.
- (b) Each Owner expressly covenants that it will use its reasonable good faith efforts to prevent any Loss or Losses causing adverse impacts (such as, but not limited to, air, soil, and water pollution, soil erosion, elimination of trees without replacement, or increased water runoff rates) to areas outside its Site in any way (negligent or otherwise) resulting from construction, alteration, maintenance, repair, replacement, or removal of Improvements to the Site and that it will indemnify, defend, save, and hold harmless Declarant, the Association or any of its officers, the Member Owners, the Non-Member Owners, the DRB, the Members of the DRB, and the Board or any of its members from any and all Loss or Losses (including court costs and reasonable attorneys' fees incurred by or imposed in connection with any proceeding) resulting therefrom. All possible contaminants must be stored in a containment facility that will not allow such materials to enter any soils on or off the Site.
- (c) Each Owner shall take such action as is necessary to keep the Property reasonably free from mud, dirt, and debris resulting from construction activities on that Owner's Site. Each Owner is responsible for all costs of, and shall cause, through

appropriate contractual provisions, the cleaning up of any debris or waste improperly disposed of anywhere on the Property. Each Owner and its contractors must maintain an attractive, clean, nuisance-free environment during the period of construction. Declarant shall have the right to reasonably designate points of ingress and egress on the Site and within the Property for construction vehicles, and each Owner of a Site on which Improvements are being constructed shall keep all Streets reasonably cleared of mud and dirt left by construction vehicles entering such Site. Each Owner shall cause its contractors to comply with the requirements of Declarant or the DRB regarding points of construction access to a Site, cleaning mud and construction debris from Streets, reestablishment of landscaping, keeping mud from washing onto Streets and adjoining Sites, and other matters set forth in the Development Guidelines.

(d) Before any excavation on a Site, the Owner will determine and mark the location of and will protect all existing utilities and underground irrigation systems. Utility lines and underground irrigation systems are to be located before earth moving or drilling equipment operations are allowed to start near underground utilities or underground irrigation systems. All backfill will be adequately compacted to prevent future settlement, especially under pavement and other Structures.

# ARTICLE VIII EASEMENTS

Utility and Service Easements. Notwithstanding any provision in this Declaration to the contrary, Declarant reserves for itself and its successors and assigns, an easement for installation, maintenance, repair, and removal of underground utilities or other underground services (including, but not limited to, water, fuel, storm drainage, natural gas, electricity, telephone, security, telecommunication systems, television, sewage, industrial sewage, sound, or any other utilities) on all portions of each Site within [NUMBER OF FEET] feet of the right-of-way boundary of Streets and within five (5) feet from all boundaries of the Site other than those boundaries abutting Streets. Full right of ingress and egress shall be had by Declarant at all times over each Site for the installation, operation, maintenance, repair, or removal of any such utility or service together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation, or installation of such utility or service; provided, however, such activities shall be conducted to minimize disruption of other access to and use of a Site by an Owner and its employees and business invitees. Within such easement, Declarant reserves a temporary construction and maintenance easement for such duration as is reasonably necessary for the construction and maintenance of Streets, utilities, drainage facilities, and related Improvements. An Owner may construct, install, or plant in the setback areas affected by these easements those Improvements specifically authorized in Section 7.03(c) and Section 7.03(d) above, subject to the rights of Declarant in this Section 8.01. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved hereunder to one or more public utility companies, to the Association, to the City, or to any other Person. Declarant (or its

assignee exercising such easement rights) shall repair any landscaping or pavement damaged by the exercise by Declarant (or its assignee exercising such easement rights) of the rights set forth in this Section 8.01.

Section 8.02 Other Easements. Declarant and the Association shall have an easement for full right of ingress and egress at all times over and on the Property for the exercise of rights under this Declaration and for the carrying out by the Association of their other rights, functions, duties, and obligations set out in this Declaration. Any such entry by Declarant or the Association on the Property shall be made with as minimum inconvenience to the affected Owner as is practicable.

### ARTICLE IX MAINTENANCE BY OWNERS

Each Owner shall have the duty and responsibility, at its sole cost and expense, to keep its Site and any Unpaved Right-of-Way adjacent to the Site and, subject to ordinary wear, tear, and deterioration, buildings and Improvements thereon in a well-maintained, safe, clean, neat, orderly, and attractive condition at all times. Such maintenance includes, but is not limited to, the following: prompt removal of all litter, trash, refuse, and wastes; lawn mowing; tree and shrub care; watering; other landscaping maintenance; keeping exterior lighting and mechanical facilities in working order; keeping lawn and garden areas, driveways, and private roads in good repair; keeping all signs in good repair; complying with all Applicable Law; repairing exterior damage to Improvements; and striping of parking areas and repainting of Improvements. An Owner shall maintain the Unpaved Right-of-Way adjacent to its Site and the front yard Paving Setback area on that Site on such schedule and in such manner as is specified by the DRB in an effort to maintain a reasonably consistent appearance of all Unpaved Right-of-Way and front yard Paving Setback areas in the Property. The Association shall have the right to perform any action required of an Owner or its contractors under Section 7.18 above and to perform any maintenance, repair, or replacement of landscaping, signs, screening or decorative walls, surface parking areas, ponds, lakes, fountains, pools, exterior lighting, sculptures, utilities, drainage systems, lighting, and park and recreational facilities and equipment on a Site or the adjacent Unpaved Right-of-Way if the Owner fails to do so within seven (7) days after the Owner's receipt of written notice from the Association (or after such longer period as may be allowed by the DRB due to the nature of such deficiency).

# ARTICLE X GENERAL PROVISIONS

Section 10.01 Binding Effect and Duration. The Restrictions shall run with and bind the Property, shall be binding on all Owners, and shall inure to the benefit of and be enforceable by Declarant, the Association, and the Owners and their respective heirs, executors, legal representatives, successors, and assigns, and shall remain in effect for fifty (50) years from and after the date of the recording of this Declaration. This Declaration shall automatically be extended for three (3) successive periods of ten (10) years each. Provided, however, if, at the expiration of either the initial fifty (50)-year period or the end of any of the three (3) successive

ten (10)-year periods, an instrument executed by the Owners of at least a majority of the Lots in the Property abolishing this Declaration is filed of record in the County, this Declaration shall terminate at that time.

Section 10.02 Other Persons. The Restrictions contained in ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX of this Declaration shall be binding on and enforceable against not only the Owners but also all tenants or other occupants of a Site.

Section 10.03 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board, will best affect the intent of Declarant's general plan of development as reflected in this Declaration. The Board shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any less restrictive Applicable Law.

- (a) **Drafting Party.** The fact that this Declaration was prepared by Declarant's counsel as a matter of convenience shall have no import or significance to the construction of this Declaration. Any uncertainty or ambiguity in this Declaration shall not be construed against Declarant because Declarant's counsel prepared this Declaration in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Declaration; (ii) any exhibits to this Declaration; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Declaration.
- (b) Effective Date. The effective date of this Declaration shall be the date of its filing of record in the office of the County ("Effective Date").
- (c) Captions. Any captions or headings used in this Declaration are for convenience only and do not define or limit the scope of this Declaration.
- (d) **Singular or Plural.** The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine, and plural.
  - Section 10.04 Enforcement. Declarant, the Association, and the Owners shall have the right, but not the obligation, to enforce the Restrictions. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended, either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this

Declaration, and Declarant, the Association, and each Owner shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. The rights, powers, and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such person's resort to other rights, powers, or remedies available to it.

Section 10.05 No Waiver or Obligation to Enforce. No delay or failure on the part of Declarant, the Association, or any other aggrieved party to invoke any available right, power, or remedy in respect to a breach of this Declaration shall be held or deemed to be a waiver by that party of (or estop that party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach. Declarant and the Association, or its officers or Board members, shall not be under any obligation to take any action to enforce the terms of this Declaration. No waiver by Declarant, the Association, or any other aggrieved party of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by Declarant, the Association, or any other aggrieved party shall operate or be construed as a waiver for any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

Section 10.06 Liens, Validity, and Severability. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien, or other similar security instrument which may then be existing on any Site. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. If any portion of this Declaration conflicts with mandatory provisions of any Applicable Law, then such Applicable Law shall control.

Section 10.07 Owner/Occupant Records. Except for those Owners who purchase portions of the Property from Declarant or its affiliate, any Person, on becoming an Owner of a Lot within the Property, shall furnish the Board a true and correct copy of the recorded instrument of conveyance vesting such ownership in said Owner. Each Owner shall furnish to the Association the name of a contact Person with such Owner and a street address for receiving notices from the Association. Each Owner shall notify the Association of the name and address of all tenants of long-term ground leases or long-term build-to-suit leases (meaning leases with combined primary and renewal terms exceeding ten (10) years) affecting the Owner's Site. It shall be the responsibility of the Owner (and a non-owner occupant of a Site, if any) to keep such information current and to advise the Association of any changes.

Section 10.08 Notices. Unless specifically stated otherwise in this Declaration, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following

methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) if the transmission is completed no later than 4:00 p.m. central time zone on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Declarant:
Name: Address: Telephone: Facsimile: Email:
with a copy to:
Name: Address: Telephone: Facsimile: Email:
To Association:
Name: Address: Telephone: Facsimile: Email:
with a copy to:
Name: Address: Telephone: Facsimile: Email:
Any party may change its address for purposes of this Section 10.08 by giving written notice as provided in this Section 10.08. All notices and demands delivered by a party's attorney on a

provided in this Section 10.08. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 10.08.

#### Section 10.09 [Intentionally Deleted]

Section 10.10 Approvals. No approval by the Declarant, the Board, or the DRB under the provisions hereof shall be effective unless in writing, unless otherwise expressly provided herein.

#### Section 10.11 Miscellaneous Provisions.

- (a) Amendments. Except as otherwise provided in this Section 10.11, this Declaration, or any provisions hereof, may be terminated, amended, or vacated for any portion of the Property only by a document duly executed and acknowledged by Owners of at least a majority of the Lots in the Property; provided, however:
  - (i) Until the Conversion Date, no such termination, amendment, or vacation shall be effective without the written approval of Declarant;
  - (ii) Declarant, without the joinder of any other party, shall have the absolute right to make minor changes or amendments to this Declaration to correct or clarify errors, omissions, mistakes, or ambiguities contained herein; and
  - (iii) Declarant shall have the right to supplement this Declaration for the inclusion of additional property or for the removal of property as provided in Section 1.03 above.

No such termination, amendment, supplement, or vacation shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real property records of the County. Notwithstanding the above, no amendments shall be made to this Declaration unless they have been first approved by a Special Vote of the Class A Members as evidenced by a certificate of the Secretary of the Association:

- (iv) Changing the definition of Common Areas, Common Facilities, Common Services, Conversion Date, or Default Rate;
- (v) Increasing the number of acres that can be made subject to this Declaration or that can be deleted from the Property as provided in Section 1.03;
- (vi) Changing the provisions requiring membership in the Association as provided in Section 3.01;
- (vii) Changing the allocation of voting rights as provided in Section 3.03;
  - (viii) Changing the definition of a Quorum as provided in Section 3.04;
- (ix) Changing the type of and basis for allocation of Assessments as provided in Section 4.01, Section 4.02, Section 4.03, Section 4.04, and Section 4.05;

- (x) Changing the limits on the Association reserve fund amount and annual contribution as provided in Section 4.02;
- (xi) Changing the provisions regarding the subordination of the lien for Assessments as provided in Section 4.07;
  - (xii) Changing the audit rights as provided in Section 5.02(o);
- (xiii) Changing the provisions regarding affiliated contracts as provided in Section 5.03:
- (xiv) Changing the provisions regarding the limitations of the rights and powers of the Association, the Board, and the DRB as provided in Section 7.01(b);
  - (xv) Changing the list of prohibited uses as provided in Section 7.02;
- (xvi) Changing the setbacks as provided in Section 7.03 (subject to the above provision regarding setbacks applicable to additional property subjected to this Declaration as provided in Section 1.03 above);
- (xvii) Changing the environmental obligations as provided in Section 7.14(b);
  - (xviii) Expanding the reserved easements as provided in Section 8.01;
- (xix) Changing the extent of the Association's rights to enter a Site to perform maintenance as provided in Article IX; or
  - (xx) Changing this Section 10.11.
- (b) Partial Invalidity. Any term or provision of this Declaration which is invalid or unenforceable in any jurisdiction will, for that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Declaration or affecting the validity or enforceability of any of the terms or provisions of this Declaration in any other jurisdiction. If any provision of this Declaration is so broad that it is unenforceable, the provision will be interpreted to be only so broad as is enforceable.

#### Section 10.12 Third-Party Beneficiary; Successors and Assigns.

(a) Third-Party Beneficiary. This Declaration is an agreement solely for the benefit of the Owners (and their permitted successors and/or assigns). No other Person shall have any rights hereunder nor shall any other Person be entitled to rely on the terms, covenants, and provisions contained herein. The provisions of this Section 10.12 shall survive the termination of this Declaration or dissolution of the Declarant.

- (b) Successors and Assigns. This Declaration and all its covenants, terms, and provisions shall be binding on and inure to the benefit of each Party and its successors and assigns.
  - Section 10.13 Further Assurances. Each Owner agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Declaration, so long as any of the foregoing do not materially increase any Owner's obligations hereunder or materially decrease any Owner's rights hereunder.
  - Section 10.14 Days; Performance on a Saturday, Sunday, or Holiday. Whenever the term "day" is used in this Declaration, it shall refer to a calendar day unless otherwise specified. Should this Declaration require an act to be performed or a notice to be given on a day other than a business day, the act shall be performed or notice given on the following business day.
  - Section 10.15 Governing Law. This Declaration shall be governed and construed in accordance with the law of the State, without giving effect to any choice or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State.

#### Section 10.16 [Intentionally Deleted]

- Section 10.17 Attorneys' Fees. Recovery of Attorneys' Fees. If any action is brought by any party against another in connection with or arising out of this Declaration or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection with the prosecution or defense of such action.
- Section 10.18 Waiver of Jury Trial. EACH OWNER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OWNER MAY HAVE TO A TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant hereto has executed this Declaration as of the date set out above.

CAMLE, LLC
a Mississippi limited liability company
Ву
Name:
Title:
[add notary acknowledgment]

# **EXHIBIT A**

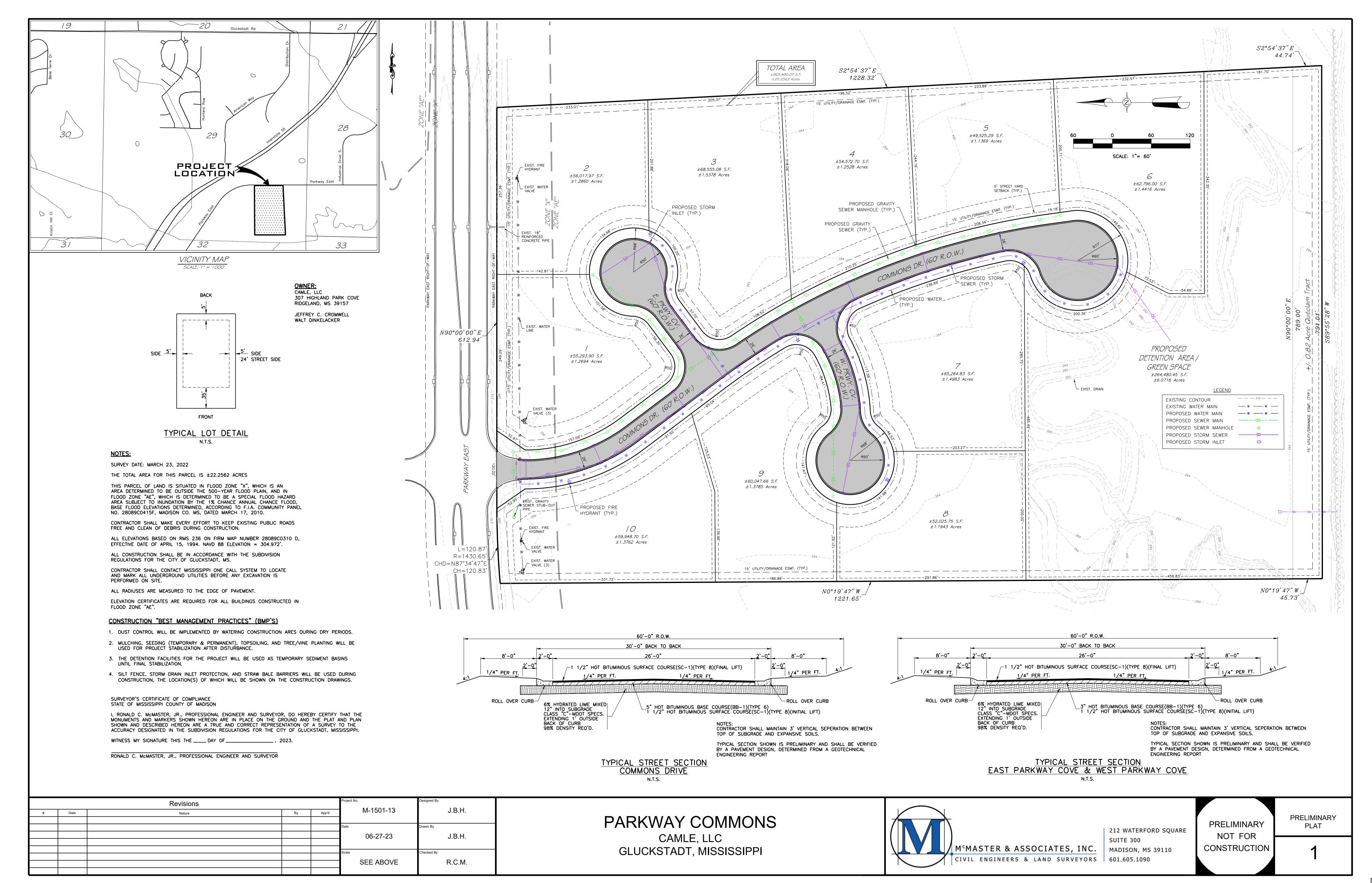
# REAL PROPERTY DESCRIPTION

[REAL PROPERTY DESCRIPTION].

# **EXHIBIT B**

# PROHIBITED USES

[LIST OF PROHIBITED USES].





July 14, 2023

Walter M. Morrison IV, Mayor City of Gluckstadt/Gluckstadt Police Department 343 Distribution Drive Gluckstadt, MS 39110

Project Number: PT-2024-PT-26-61

Funding Source and Title: 402 Police Traffic Services FY24

#### Dear Mayor Morrison:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Gluckstadt Police Department Grant Agreement for the Fiscal Year 2024. Your agency has been approved for 402 Police Traffic Services funding, in the amount of \$20,000.00, pending final review and approval by NHTSA in the FY24 Highway Safety Plan.

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

All FY24 grant activities begin October 1, 2023 and must be concluded by September 30, 2024. In addition, the FY24 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2024.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY24. Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2023. Please make sure that you complete items 1-9 in their entirety and all documents are an <u>original signature signed in BLUE ink</u> by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

- 1. Signature Page
- 2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
- 3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
- 4. Assurance of Understanding Requirement for Sub-grantees
- 5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
- 6. Designation of Secondary Signatory Official Form (If Applicable)
- 7. MOHS Fiscal Control and Fund Accounting Procedures
- 8. Enclose a copy of your agency's Leave policy (policy should include personal, vacation, sick, holiday, and military leave)
- 9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2023–September 30, 2024)

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

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

Mississippi Office of Highway Safety Attn: Kimberly Harris, Office Manager 152 Watford Parkway Drive Canton, Mississippi 39046

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

Sincerely,

Leslie Travis, Division Director

Occupant Protection/Police Traffic Services

Mississippi Office of Highway Safety

Mississippi Department of Public Safety Planning

# FY24 MOHS GRANT AGREEMENT

# MS Office of Highway Safety

152 Watford Parkway Canton, MS 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address:		2. Effective Date of Grant: October 1, 2023				
		3. Subgrant	3. Subgrant Number: <b>PT-2024-PT-26-61</b>			
City of Gluckstadt		4. Grant Ide	4. Grant Identifier (Funding Source & Year):			
Gluckstadt Police Department		402 Poli	402 Police Traffic Services FY24			
343 Distribution Drive		5. Beginnin	ig an	d Ending Dat	tes:	
Gluckstadt, MS 39110					nber 30, 2024	
			6. Subgrant Payment Method:			
Telephone Number: (769) 567-			•	mbursement l		
E-Mail: wendell.watts@gluckst	tadt.net	11 005				
7. CFDA # - 20.600	8. UEI # - G2	ZT5S9K46R33	3	9. Congressional District: 1		
10. A:FAIN #:	11.A: Initial Federal	Award Date:		11.C: Addi	tional Federal Awa	rd Date:
69A37520300004020MS0	02/03/2	2020				
69A37521300004020MS0	11/10/2	2020				
69A37522300004020MS0	12/15/2	2021				
10.B. Federal Awarding	11.B: Secondary Fed	eral Award Da	te:	12. Researc	ch and Developmer	nt Grant:
Agency: NHTSA				Yes	X No	
				Continuation	on Grant:	
				Yes	<u><b>X</b></u> No	
13. The following funds are obl	<u> </u>					
A. COST CATE	GORY	B. SOURC	E OI	F FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$20,000.00	(1) Federal		\$20,000.00		
(2) Personal Services-Fringe	\$0.00	(2) State				
(3) Contractual Services	\$0.00	(3) Local				
(4) Travel	\$0.00	(4) Other				
(5) Equipment	\$0.00	Total:		\$20,000.00		
(6) Commodities	\$0.00	E. TOTAL O	FAI	LL FEDERA	L GRANTS THRO	OUGH MOHS
		TO AGENCY:				
(7) Indirect Costs	\$0.00	Number of				
		Grants: 1		402PT		TOTAL
TOTAL	\$20,000.00	TOTAL:		\$20,000.00	\$0.00	\$20,000.00
The Sub-Grantee agrees to operate					1	
included herein. The following se						
includes: Sub-Grantee Signature						
Summary Support Sheet; Agreeme						
All policies terms conditions and	l provisions listed in fund	lina guidalinas	aront	agraamant o	nd agreement of und	protonding which
All policies, terms, conditions, and has been provided to Sub-Grantee,						
14. Approved for Grantee:	are also meorporated int			or Sub-Grante		ry therewith.
11pproved for Gruntee.		15.71pp10V	Ju 10	. Sao Giana		
Ciomotores	Doto	Signature			D-4-	
Signature	Date	Signature			Date	
Name: Helen Porter		Name: Wa	Name: Walter M. Morrison, IV			
Title:Office Director, MS Office of Highway Safety		Title: Mayor, City of Gluckstadt				
	<i>G</i> ,,,		, - <del>- ,</del>	-,		

# **FY24 Sub-Grantee Project Description (Law Enforcement):**

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY24.

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

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

### FY24 Sub-Grantee-Target(s), Performance Measures and Strategies

#### Agency Name: City of Gluckstadt/Gluckstadt Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY24 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

#### **Target(s):**

The jurisdiction/agency of **Gluckstadt Police Department** will maintain the number of unbelted fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of <u>Gluckstadt Police Department</u> will maintain the number of unbelted injuries from  $\underline{0}$  in 2020 to  $\underline{0}$  by the end of 2024.

The jurisdiction/agency of <u>Gluckstadt Police Department</u> will maintain the number of speed fatalities from  $\underline{0}$  in 2020 to 0 by the end of 2024.

The jurisdiction/agency of <u>Gluckstadt Police Department</u> will maintain the number of speed injuries from  $\underline{0}$  in 2020 to 0 by the end of 2024.

#### **Performance Measures:**

Increase the number of grant funded Seatbelt citations from 0 in FY22 to 10 in FY24.

Increase the number of grant funded Child Restraint citations from 0 in FY22 to 10 in FY24.

Increase the number of grant funded Speed citations from 0 in FY22 to 100 in FY24.

#### **Strategies:**

Overtime Enforcement

12 Checkpoints

**24** Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4<sup>th</sup> of July, Labor Day

# FY24 MOHS TASKS BY QUARTERS

#### AGENCY NAME: City of Gluckstadt/Gluckstadt Police Department

#### **PROJECTION TASKS BY QUARTERS:**

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### 1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than  $\underline{6}$  saturation patrols during quarter.

Issue a minimum of **2** Seat Belt citations during quarter, to reach a goal of **10** for FY2024.

Issue a minimum of  $\underline{2}$  Child Restraint citations during quarter, to reach a goal of  $\underline{10}$  for FY2024.

Issue a minimum of <u>25</u> Speed citations during quarter, to reach a goal of <u>100</u> for FY2024.

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

#### **Additional Tasks:**

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

Projected Expenditures for 1st Quarter: \$5,000.00

# FY24 MOHS TASK BY QUARTERS

#### AGENCY NAME: City of Gluckstadt/Gluckstadt Police Department

#### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### 2<sup>nd</sup> QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than <u>3</u> checkpoints during quarter.

Conduct not less than  $\underline{6}$  saturation patrols during quarter.

Issue a minimum of **2** Seat Belt citations during quarter, to reach a goal of **10** for FY2024.

Issue a minimum of  $\underline{2}$  Child Restraint citations during quarter, to reach a goal of  $\underline{10}$  for FY2024.

Issue a minimum of <u>25</u> Speed citations during quarter, to reach a goal of <u>100</u> for FY2024.

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

#### **Additional Tasks:**

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

Projected Expenditures for 2<sup>nd</sup> Quarter: \$5,000.00

# FY24 MOHS TASK BY QUARTERS

#### AGENCY NAME: City of Gluckstadt/Gluckstadt Police Department

#### **PROJECTION TASK BY QUARTERS**

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

# 3<sup>RD</sup> QUARTER (APRIL, MAY & JUNE)

Conduct not less than  $\underline{3}$  checkpoints during quarter.

Conduct not less than  $\underline{6}$  saturation patrols during quarter.

Issue a minimum of <u>3</u> Seat Belt citations during quarter, to reach a goal of <u>10</u> for FY2024.

Issue a minimum of <u>3</u> Child Restraint citations during quarter, to reach a goal of <u>10</u> for FY2024.

Issue a minimum of <u>25</u> Speed citations during quarter, to reach a goal of <u>100</u> for FY2024.

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

#### **Additional Tasks:**

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

Projected Expenditures for 3<sup>rd</sup> Quarter: \$5,000.00

# FY24MOHS TASK BY QUARTERS

#### AGENCY NAME: City of Gluckstadt/Gluckstadt Police Department

#### **PROJECTION TASK BY QUARTERS**

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### 4<sup>TH</sup> QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than  $\underline{3}$  checkpoints during quarter.

Conduct not less than  $\underline{6}$  saturation patrols during quarter.

Issue a minimum of  $\underline{3}$  Seat Belt citations during quarter, to reach a goal of  $\underline{10}$  for FY2024.

Issue a minimum of <u>3</u> Child Restraint citations during quarter, to reach a goal of <u>10</u> for FY2024.

Issue a minimum of <u>25</u> Speed citations during quarter, to reach a goal of <u>100</u> for FY2024.

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

#### **Additional Tasks:**

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

Projected Expenditures for 4th Quarter: \$5,000.00

# FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

2. Subgrant Number: PT-2024-PT-26-61	3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2	023 5	5. Ending: September 30, 2024
6. Activity: Police Traffic	Services Enforcement			
7. Category & Line Item	9. Budget			
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$28.84 per hour X @ approx. 520.5 hrs = \$15,011.22 not to exceed <b>\$15,000.00</b>	\$20,000.00		\$20,000.00
	Grant Manager over-time or regular time above and beyond normal work hours @ approx. \$28.84 per hour X @ approx. 173.5 hrs = \$5,003.74 not to exceed \$5,000.00			
	Total Salaries = \$20,000.00			

TOTALS	\$20,000.00	\$20,000.00

# Mississippi Office of Highway Safety

#### FY24 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

#### I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the FY24 MOHS Grant Agreement

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

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

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

#### II. ON-SITE MONITORING AND EVALUATION

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

#### III. PROPERTY AGREEMENT

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

property, percentage of Federal participation in the cost of the property, the location use and property and any ultimate disposition data including the data of disposal and sale price of the property.

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

#### IV. STAFFING

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

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

#### V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
  - Out of State Travel All federal funded <u>out of state travel</u> requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
  - In State Travel All federal funded <u>in state travel</u> requires <u>itemized receipts</u> for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
  - In State Travel Meals can only be claimed with an overnight hotel stay.
  - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated
    amount under travel in the grant agreement. Because these costs are associated with travel and needed
    to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount
    allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the
    grant agreement.
  - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funde sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31<sup>st</sup>**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee <u>must complete</u> the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. <u>Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.</u>
- G. Sub-Grantee <u>must maintain</u> in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
  - Seat belt policy (Must Retain a Copy);
  - Warning citation policy (If Applicable);
  - Pursuit policy (Must Retain a Copy);
  - Checkpoint policy (If Applicable);
  - Saturation patrol policy (If Applicable); and
  - DUI enforcement policy (If Applicable)
  - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee <u>must submit</u> to the MS Office of Highway Safety a copy of the following policy(s):
  - Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
  - Agency Leave policy (personal, vacation, sick, holiday, and military); and
  - Agency Overtime Policy
  - Fiscal Control and Fund Accounting Procedures
  - Pursuit Policy (Law Enforcement Only)
  - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee <u>must</u> maintain a copy of the certificate of completion and <u>must</u> be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion <u>must</u> be submitted to the MOHS for reimbursement of training expenses.

- J. A Property Inventory form <u>must</u> be completed for all equipment. All equipment cost exceed and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees <u>are required</u> to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

#### L. Termination of Agreement:

- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

#### VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are *not allowable* for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

#### A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

FY24 MOHS Grant Agreement

• Chair • Table	<ul><li>Bookcase</li><li>Filing Cabinet</li></ul>	<ul><li>Portable Partition</li><li>Picture, Wall Clock</li></ul>
<ul><li>Shelving</li><li>Coat Rack</li></ul>	<ul><li>Floor Covering</li><li>Office Planter</li></ul>	<ul><li>Draperies and Hardware</li><li>Fixed Lighting/Lamp</li></ul>

• Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

#### **B.** Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

#### **C.** Unallowable Training Costs:

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

#### **D.** Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475.
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for
  activities of Federal civilian or military agencies or employees. For Department of the Interior,
  personnel expenditures for the Section 402 program are covered under the five percent administrative
  allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference <u>2 CFR § 200.423.</u>
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

#### E. Lobbying:

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

accordance with customary State practice, even if it urges legislative officials to favor adoption of a specific pending legislative proposal. (23 CFR Part 1300)

#### F. Additional Items Unallowable:

- Cell phones and guns are <u>not</u> allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
  - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
  - (2) Alcohol testing; and
  - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum.
  Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for
  training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted
  such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate
  materials already developed for similar purposes by DOT/NHTSA or by other states. This does not
  preclude modifications of present materials necessary to meet particular state and local instructional
  needs.
- Costs are <u>not</u> allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training <u>must be</u> included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS <u>will not reimburse</u> for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is <u>not</u> allowable for Sub-Grantees.

# <u>CERTIFICATIONS AND ASSURANCES</u> FEDERAL CERTIFICATIONS AND ASSURANCES

#### **NONDISCRIMINATION**

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

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

• TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES A U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38:
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

#### The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities clause:
  - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
  - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time:
  - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
  - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
  - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
  - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

#### POLITICAL ACTIVITY (HATCH ACT)

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

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

#### CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the average for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

#### RESTRICTION ON STATE LOBBYING

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

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

#### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, partile principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

# <u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered</u> Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of record, making fa or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### <u>Instructions for Lower Tier Certification</u>

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

participant may, but is not required to, check the System for Award Management Exc (https://www.sam.gov).

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered</u> Transactions

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

#### **BUY AMERICA ACT**

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

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

#### PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

#### MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

- 1. Sub-Grantee with a LEL Network Coordinator Grant <u>must hold</u> a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. (**LEL Coordination Sub-Grantees Only**)
- 2. Sub-Grantee with a LEL Network Coordinator Grant <u>must allow</u> the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. (**LEL Coordination Sub-Grantees Only**)
- 3. Sub-Grantee <u>must engage</u> in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
- 4. Sub-Grantee <u>must</u> engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
- 5. For each of the national blitz campaigns, Sub-Grantee <u>must maintain</u> relevant statistics and <u>submit</u> a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
- 6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.

7.	Law Enforcement Sub-Grantees will use the following criteria to help identify locations in each
	city/county for intensified enforcement including checkpoints and saturation patrols.
	☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
	☐ Alcohol/ drug impaired driving violations;
	☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
	☐ Any other documented alcohol/ drug related vehicular incidents;
	☐ Citation data related to restrained and unrestrained occupants;
	☐ Unusual incidents of unbelted crashes/fatalities
	☐ Seatbelt/Child restraint violations;
	☐ Unusual incidents of teen crashes/fatalities; and
	☐ Unusual incidents of speed crashes/fatalities.

# **<u>DUI/Impaired Enforcement Compliance</u>**

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

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

- 1. Sub-Grantee <u>agrees and commits</u> to have the Individual Officer(s) (if applicable officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
  - Individual DUI/Impaired Officer(s) shift hours <u>will include</u> 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.
  - Overtime hours for DUI/Impaired Enforcement <u>will include</u> 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.

Proper justification may be requested by MOHS regarding <u>other dates or time periods</u> within the jurisdiction for needed enforcement outside the above shifts.

- 2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime <u>will include</u> checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
- 3. The Sub-Grantee <u>will engage</u> in national campaigns endorsed by the National Highway Traffic Safety Administration.
- 4. The Sub-Grantee <u>will engage</u> in <u>all</u> activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- 5. The Sub-Grantee <u>will engage</u> in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
- 6. The Sub-Grantee <u>will generate</u> earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

# Occupant Protection/Police Traffic Services High Visibility Enforcement (HVE) Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

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

- 1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds <u>must participate</u> in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
- 2. Sub-Grantee <u>will submit</u> forms containing the number of child restraint/safety belt citations, etc. and <u>submit</u> by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

3. Sub-Grantee <u>will generate</u> earned media (example: press conference, TV, social media news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

#### **Audit Requirements:**

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

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit*. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with \$200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election*. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in \$200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-recipients and Contractors*. An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

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

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

#### STATE CERTIFICATION AND ASSURANCE

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

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

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

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

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

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

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state

FY24 MOHS Grant Agreement

that is required by statute may lead to adverse cos	ost adjustment, disallowance of costs and/or recovery of applished on the basis of offset levied against any and all and of funds.
emergency response and vehicular pursuit policies st and Standard Assurance requirement by retaining true	(Sub-Grantee Name), I certify by m cognizant of our duties and responsibilities under the tatute. Therefore, I hereby comply with this Certification e copy of the applicable state, county or local emergency procedures which are pertinent to this organization. A copy the Sub-Grantee agency grant file.
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Print Authorizing Official's Name	Authorizing Official's Title
signature below, that I have fully read and am crequirement. I acknowledge by my signature below, the	(Sub-Grantee Name), I certify by my cognizant of our duties and responsibilities under this hat I understand that the Grant Agreement is not effective ve signed, dated and fully executed the Grant Agreement.
requirement. I acknowledge by my signature below, the until both parties (MOHS and Authorized Official) has	
local funds and that Federal funds will be used to supreplace those funds which have been appropriated for	pplement existing funds for program activities and not to the same purpose.
Therefore, the Agency, I represent agrees to comply a Safety Certifications and Assurances and their conditions	nd adhere to all Federal, State and MS Office of Highway ons.
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Print Authorizing Official's Name	Authorizing Official's Title

FY24 MOHS Grant Agreement

# LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the	of Government)	<u></u>
Herein called the "SUB-GRANTEE" has thore (Program Source) 402 POLICE TRAFFIC SE agreement; and	oughly considered the problem addressed in	* *
WHEREAS, under the terms of Public Law 89-3 the Department of Transportation, through the M to assist local governments in the improvement of	ississippi Office of Highway Safety to make	
NOW THEREFORE BE IT RESOLVED BY	Coverning Rody of Unit of Covernment)	
IN THE JURISDICTION		
FOLLOWS:		
1. That the project above is in the best interest	t of the Sub-Grantee and the general public.	
2. (Name and Title of Representative)	is authorized to accept, on	behalf of the
Sub-Grantee, an award in the form prescrib	bed by the MS Office of Highway Safety for	federal funding
in the amount of \$	to be made to the Sub-Grantee de	efraying the cost
3. One original or certified copy of this reso	lution must be included as part of the award re	eferenced above.
4. That this resolution shall take effect imme	diately upon its adoption.	
(If Applicable) DONE AND ORDERED IN OPEN MEETING		
	(Chairman of Board/Mayor)	
Alderman/Councilperson		
adoption, which was seconded by Alderman/Cour	ncilperson	and, was duly
adopted.		
Date:	Seal (City/County Seal is requi	ired)
Attest:		
By:		
(Blue Ink)		

FY24 MOHS Grant Agreement

# Mississippi Office of Highway Safety Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety	's requirements that the signatory official is the only person
authorized to sign official documentation in relati	on to the sub-grant, such as monthly financial cost reporting
worksheets, the (agency/department name)	has authorized
and approved (print designated secondary signatory offici	ial name)
to sign any/all forms related to this contract.	
Upon approval of this request said person will the	n be <b>Responsible/Liable</b> , as the signatory official, for claims
submitted by them to this agency. The approval	of this request will allow this person to complete required
documentation in the absence and/or on behalf of t	the signatory official.
Name:	Title:
(Designated Secondary Signatory Official)	
Organization Name:	
Mailing Address:	
City:	Zip Code:
Telephone Number: ( )	Cellular Number: ( )
Email Address:	
Signature of Designated Secondary Signatory Office	cial:
Appointed by Authorizing Official:	Date:
(Mayor, Board President, Commissioner, Director)	(Print Name)
Signature:	Title:
(Authorizing Official)	

# Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

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

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

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

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

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

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

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

Mayor, Board President, Commissioner, Director)	
Print Authorizing Official's Name	Authorizing Official's Title

From: Wendell Watts

To: <u>Lindsay Kellum; wmorrison@gainsben.com</u>

Cc: Barry Hale
Subject: Re: quote

**Date:** Tuesday, August 1, 2023 11:35:52 AM

Attachments: <u>image001.png</u>

Yes. Thanks

## Get Outlook for iOS

From: Lindsay Kellum < lindsay.kellum@gluckstadt.net>

Sent: Tuesday, August 1, 2023 11:33:56 AM

To: wmorrison@gainsben.com <wmorrison@gainsben.com>

Cc: Wendell Watts < wendell.watts@gluckstadt.net>; Barry Hale < barry.hale@gluckstadt.net>

Subject: FW: quote

Permission to add this to the agenda.

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306

Lindsav.Kellum@gluckstadt.net



From: Kerry Minninger < kerry.minninger@gluckstadt.net>

**Sent:** Tuesday, August 1, 2023 11:19 AM

To: Lindsay Kellum < lindsay.kellum@gluckstadt.net>

Subject: Fwd: quote

#### Lindsay,

Please add this to the agenda with the others. It is part of the same grant. Also, all of this is on state contract, so we don't have to get quotes. (The state contract number is on the quote.) let me know if you need anything else.

Thanks, Kerry

Kerry Minninger

Emergency Operations Coordinator City of Gluckstadt Police Department Cell: 601-573-8915

From: Rees, Adam < <u>Adam.Rees@grainger.com</u>>
Sent: Tuesday, August 1, 2023 11:06:50 AM

**To:** Kerry Minninger < kerry.minninger@gluckstadt.net >

Subject: quote

Attached.



From: Kerry Minninger
To: Lindsay Kellum
Subject: Fwd: quote

**Date:** Tuesday, August 1, 2023 11:18:57 AM

Attachments: image001.pnq 2054538313.pdf

### Lindsay,

Please add this to the agenda with the others. It is part of the same grant. Also, all of this is on state contract, so we don't have to get quotes. (The state contract number is on the quote.) let me know if you need anything else.

Thanks, Kerry

Kerry Minninger

Emergency Operations Coordinator City of Gluckstadt Police Department

Cell: 601-573-8915

From: Rees, Adam <Adam.Rees@grainger.com> Sent: Tuesday, August 1, 2023 11:06:50 AM

To: Kerry Minninger < kerry.minninger@gluckstadt.net>

Subject: quote

Attached.





GRAINGER.

100 Grainger Pkwy Lake Forest IL 60045-5201 www.grainger.com (800)472-4643

**Customer Information** 

CITY OF GLUCKSTADT 343 DISTRIBUTION DR MADISON MS 39110-8744

**Billing Information** 

CITY OF GLUCKSTADT 343 DISTRIBUTION DR MADISON MS 39110-8744

**Shipping Information** 

CITY OF GLUCKSTADT 343 DISTRIBUTION DR MADISON MS 39110-8744 Information

 Grainger Quote Number
 2055117284

 Quote Start Date
 08/01/2023

 Quote Expiration Date
 09/01/2023

 Creation Date
 08/01/2023

 Grainger EIN Number
 36-1150280

PO#

PO Create Date PO Release #

Customer Number 888153479

Department Number Project/Job Number Requisitioner Name

Attention

Caller KERRY MINNINGER

Telephone Number 6015738915 Page 1 / 5

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB ORIGIN Freight Terms: Prepaid

Carrier: \* See line item detail

Payment Terms: Net 30 days after invoice date

**Special Instructions:** 

Item PO-Line	Materia	I Description	Expected Del Date	Qty	Unit	Price	Total in USD
10		Disposable Respirator,S,N95,Molded,PK15 Manufacturer: MOLDEX Part Number: 2601N95 Carrier: Origin: US		10.00	EA	33.03	330.30
20		Disposable Respirator,M/L,N95,PK10 Manufacturer: MOLDEX Part Number: 4200		25.00	EA	28.86	721.50

620





100 Grainger Pkwy Lake Forest IL 60045-5201 www.grainger.com (800)472-4643

## Information

 Grainger Quote Number
 2055117284

 Creation Date
 08/01/2023

 Customer Number
 888153479

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Item PO-Line	Materia	al Description	Expected Del Date	Qty	Unit	Price	Total in USD
		Carrier:					
		Origin: US					
30	52ZV50	Disposable Respirator,M/L,N95,Molded,PK2		4.00	EA	8.96	35.84
		Manufacturer: MOLDEX					
		Part Number: 4200V					
		Carrier:					
		Origin: US					
40	1DLL7	Disposable Respirator,N95,Molded,PK2	0	29.00	EA	34.52	1,001.08
		Manufacturer: MOLDEX					
		Part Number: 2207N95					
		Carrier:					
		Origin: US					
50	45YT16	Full Face Respirator,S,Black		1.00	EA	309.22	309.22
		Manufacturer: MSA					
		Part Number: 10083796					
		Carrier:					
		Origin: US					
60	45YT17	Full Face Respirator,M,Black		3.00	EA	300.13	900.39
		Manufacturer: MSA					
		Part Number: 10083792					
		Carrier:					
		Origin: US					
70	45YT18	Full Face Respirator,L,Black		2.00	EA	300.13	600.26
		Manufacturer: MSA					
		Part Number: 10083800					
		Carrier:					
		Origin: US					
80	30XG93	Isolation		4.00	EA	91.84	367.36
		Gown,L,Yelw,Polypropylene,PK50					
		Manufacturer: MAZZA HEALTHCARE					
		Part Number: HCS3000					
		Carrier:					
		Origin: CN					





100 Grainger Pkwy Lake Forest IL 60045-5201 www.grainger.com (800)472-4643

## Information

 Grainger Quote Number
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Item PO-Line	Materia	al Description	Expected Del Date	Qty	Unit	Price	Total in USD
90	30XG94	Isolation Gown,XL,Yelw,Polypropylne,PK50 Manufacturer: MAZZA HEALTHCARE Part Number: HCS3000XL Carrier: Origin: CN		4.00	EA	102.81	411.24
100	36LN42	Face Shield,Clear,Polyester,PK96 Manufacturer: MEDSOURCE Part Number: MS-12100 Carrier: Origin: CN		1.00	EA	179.62	179.62
110	5HH49	Collared Coveralls, White, L, Elastic, PK6 Manufacturer: DUPONT Part Number: TY125SWHLG0006G1 Carrier: Origin: ZZ		2.00	EA	58.62	117.24
120	6TKF5	Collared Coveralls, White, XL, Elastic, PK25 Manufacturer: KIMBERLY-CLARK Part Number: 10636 Carrier: Origin: MX	;	2.00	EA	122.92	245.84
130	22D027	Disinfectant Cleaner,Pine,144 oz,PK3 Manufacturer: PINE-SOL Part Number: 35418 Carrier: Origin: US		20.00	EA	77.59	1,551.80
140	800D08	Surface Disinfecting Wipes,110 ct,PK6 Manufacturer: PURELL Part Number: 9340-06 Carrier: Origin: US		25.00	EA	108.57	2,714.25
150	453F74	Hand Sanitizer Dispenser,Floor Mount Manufacturer: PURELL		1.00	EA	483.90	483.90





100 Grainger Pkwy Lake Forest IL 60045-5201 www.grainger.com (800)472-4643

#### Information

 Grainger Quote Number
 2055117284

 Creation Date
 08/01/2023

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 888153479

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Item PO-Line	Materi	al Description	Expected Del Date	Qty	Unit	Price	Total in USD
		Part Number: 7306-DS-SLV					
		Carrier:					
		Origin: US					
160	414X54	Hand Sanitizer, Size 1200mL, PK2		20.00	EA	124.07	2,481.40
		Manufacturer: PURELL					
		Part Number: 6453-02					
		Carrier:					
		Origin: US					
170	3WU88	Disinfectant Spray,Original,19 oz,PK12		20.00	EA	103.07	2,061.40
		Manufacturer: LYSOL					
		Part Number: REC 04650					
		Carrier:					
		Origin: US					
180	4LN05	Combination		14.00	EA	56.96	797.44
		Cartridge/Filter,Bayonet,PK2					
		Manufacturer: MSA					
		Part Number: 815366					
		Carrier:					
		Origin: US					
190	35T199	Disposable Gloves, Nitrile, S, PK100		38.00	EA	14.24	541.12
		Manufacturer: MICROFLEX					
		Part Number: BD-1001-NPF-S					
		Carrier:					
		Origin: ZZ					
200	35T202	Disposable Gloves, Nitrile, L, PK100		34.00	EA	14.24	484.16
		Manufacturer: MICROFLEX					
		Part Number: BD-1003-NPF-L					
		Carrier:					
		Origin: ZZ					
210	35T203	Disposable Gloves,Nitrile,XL,PK100		32.00	EA	14.24	455.68
		Manufacturer: MICROFLEX					
		Part Number: BD-1004-NPF-XL					
		Carrier:					
		Origin: ZZ					



# **Quotation**

Section 11, Item D)

100 Grainger Pkwy Lake Forest IL 60045-5201 www.grainger.com (800)472-4643

Information

 Grainger Quote Number
 2055117284

 Creation Date
 08/01/2023

 Customer Number
 888153479

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Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
						Sub Total	16,791.04
						Total USD	\$ 16,791.04

Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at https://www.grainger.com/content/mc/policies/terms-of-sale.

From: <u>Lindsay Kellum</u>

To: Wendell Watts; Barry Hale

Cc: jscanlon@millsscanlon.com; Zachary Giddy; Scott Maugh; Walter Morrison

Subject: RE: Request for Purchase Order, BCI Quote\_Video Conferencing

**Date:** Monday, July 31, 2023 6:20:00 PM

Mayor,

Please see below, forgot to cc you on this -

Thanks.

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306

Lindsay.Kellum@gluckstadt.net



From: Lindsay Kellum

**Sent:** Monday, July 31, 2023 6:19 PM

**To:** Wendell Watts <wendell.watts@gluckstadt.net>; Barry Hale <barry.hale@gluckstadt.net> **Cc:** jscanlon@millsscanlon.com; Zachary Giddy <zgiddy@millsscanlon.com>; Scott Maugh

<scott.maugh@gluckstadt.net>

**Subject:** Request for Purchase Order, BCI Quote\_Video Conferencing

Importance: High

Good Afternoon Chief / Assistant Chief,

The attached quotes will need to go on the 8/9 board agenda for board consideration as the projected expenditures exceed \$5,000.00 (this is per legal and per the Mayor). Please find attached legal interpretation of the city's purchasing policy and the board's intent in its adoption.

We will also add a purchasing policy language revision to the 8/9 agenda to tighten up the language, so there is no further confusion on what is required for these types of expenditures (\$5,000.00 - \$74,999.99). Although the board may have previously adopted a budget with a certain amount in a general line item, the policy still requires an additional step in requesting board authorization to issue a PO for purchases over \$5000.00 and approve one of the two (2) quotes as "lowest and best." This was put in place as a matter of best practices and policy, so the board is not surprised by large expenditures on the claims docket.

Of note, you will notice that one quote date is from May 22, 2023, and the other date from June 5, 2023; the item could have been placed on the June 13 or July  $11^{th}$  consent agenda for board consideration, to avoid the timing predicament we seemed to find ourselves in today in attempting to rush to get a PO issued by the end of the day due to a potential price increase (per vendor, \$170 monitor – they will honor the remaining quote).

Additionally, per the Mayor's instruction, all future requests for requisitions / POs must come from a full-time city staff member and/or department head to the city clerk's office. Therefore, should Kerry need to purchase any items for a grant or in the PD budget, on behalf of the PD or EMA, it will need to come from one of you two directly.

Let me know if you have any questions. LK

#### LINDSAY D. KELLUM

City Clerk, City of Gluckstadt P.O. Box 2210 Madison, MS 39130 (769) 567-2306 Lindsay.Kellum@gluckstadt.net





Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

# **Review and Complete Purchase**

#### KERRY MINNINGER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

# **Convert Quote to Order**

**ACCOUNT MANAGER NOTES:** 

Hi,

Let me know if you need anything else.

Thanks, Bracha

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NKDJ503	5/22/2023	NHDP845	13405032	\$6,447.81

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Chief Voyager Height Adjustable AV Cart - For 50-75" LCD Displays - Black Mfg Part#: LSCUB	1	7204178	\$1,202.55	\$1,202.55
Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				
NEC MultiSync E498 E Series - 49" Class (48.5" viewable) LED-backlit LCD di	1	6462024	5348,80	\$348.80
Mfg. Part#: E498				
Contract: Sourcewell 081419-CDW Tech Catalog (081419 #CDW)				
Cisco Webex Room Kit Mini - video conferencing kit	1	5472956	\$4,896.46	54,896.46
Mfg Part#: CS-KIT-MINI-K9				
UNSPSC: 45111902				
Contract: Sourcewell 081419-CDW Tech Catalog (081419 #CDW)				

\$6,447 81	SUBTOTAL
\$0.00	SHIPPING
\$0.00	SALES TAX
\$6,447.81	GRAND TOTAL

#### **PURCHASER BILLING INFO**

**Billing Address:** GLUCKSTADT POLICE DEPARTMENT 343 DISTRIBUTION DR MADISON, MS 39110-8744 Phone: (769) 567-2313

Payment Terms: VISA

#### **DELIVER TO**

Shipping Address: GLUCKSTADT POLICE DEPARTMENT KERRY MINNINGER 343 DISTRIBUTION DR MADISON, MS 39110-8744 **Phone:** (769) 567-2313

Shipping Method: Expeditors Deferred 3-5 Days

#### Please remit payments to:

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



#### Sales Contact Info

Bracha Ganz | (877) 371-4023 | bracha.ganz@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$6,447.81	\$181.12/Month	\$6,447.81	\$206.91/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

#### Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

#### General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

# Need Help? My Account Support Call 800.800.4239

## About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

http://www.cdwg.com/content/terms-conditions/product-sales\_aspx

For more information, contact a CDW account manager

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TV Cart and P	Presenter	Price	Qty	Ext. Price
LSCUB	LARGE MODAL CART UNIV BLK	\$1,330.88	1	\$1,330.88
E498	49 in LED Public Display with built-in ATSC	\$758.72	1	\$758.72
		Subtotal:		\$2,089.60

Cisco Room Kit		Price	Qty	Ext. Price
CS-KIT-MINI-K9	Cisco Webex Room Kit Mini - Video conferencing kit	\$2,810.69	1	\$2,810.69
CON-SNT- CS8GK9KI	Cisco Smart Net Total Care - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: CS-KIT-MINI-K9, CS-KIT-MINI-K9++, CS-KIT-MINI-K9-RF, CS-KIT-MINI-K9-WS	\$942.87	1	\$942.87
CS-KIT-MINI- WMK-	Cisco - Video conferencing mounting kit - wall mountable - for Webex Room Kit Mini, Room Kit Mini Unit	\$0.00	1	\$0.00
PSU-12VDC-70W -GR-	Cisco - Power supply - AC 100-240 V - 70 Watt - gray - for Webex Room Kit Unit	\$0.00	1	\$0.00
PWR-CORD-USA -B	Cisco - Power cable - 10 A - 6.6 ft - United States - for TelePresence Integrator Package with SX80, SX10, SX80; TelePresence System SX20, SX80	\$0.00	1	\$0.00
CS-KITMIN-CAM- COV-	Cisco - Camera cover - for Webex Room Kit Mini, Room Kit Mini - No Radio, Room Kit Mini Unit	\$0.00	1	\$0.00
CAB-DV10-8M+	Cisco - Network cable - RJ-45 (M) to RJ-45 (M) - 26 ft - gray - for TelePresence MX300 G2	\$0.00	1	\$0.00
CS-T10-TS+	Cisco Webex Room Navigator - Video conference system remote control - display - LCD - 10.1" - cable - for Webex Board 55, Board 70, Board 85, Room 55, Room 70, Room Panorama - No Radio	\$0.00	1	\$0.00
CS-KIT-MINI-SMK	Cisco Screen Mount - Video conferencing mounting kit - for Webex Room Kit Mini	\$136.44	1	\$136.44
CAB-2HDMI-1.5M -GR-	Cisco - HDMI cable - HDMI male to HDMI male - 5 ft - gray - for Webex Room Kit, Room Kit Unit - No Radio, Room Kit with Touch 10, Room USB	\$0.00	1	\$0.00
CAB-ETH-5M-GR -	Cisco - Patch cable - RJ-45 (M) to RJ-45 (M) - 16.4 ft - gray - for TelePresence System SX20, SX20N; Webex Room 70	\$0.00	1	\$0.00
		Subtotal:		\$3,890.00





#### TV Cart and Cisco Room Kit

#### **Quote Information:**

Quote #: 034746

Version: 1

Delivery Date: 08/02/2023 Expiration Date: 08/16/2023

#### Bill To:

City of Gluckstadt 33 Distribution Drive Madison, MS 39110 Lindsay Kellum

lindsay.kellum@gluckstadt.net

(769) 567-2307

#### Ship To:

City of Gluckstadt 33 Distribution Drive Madison, MS 39110 Kerry Minninger kerry.minninger@gluckstadt.net

(769) 567-2306



	Quote Summary	Amount
Ī	TV Cart and Presenter	\$2,089.60
	Cisco Room Kit	\$3,890.00
	Total	\$5,979.60

#### Return Policy

All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.





By signing this document the customer aknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. This quote is valid through 8/16/2023 12:00:00 AM.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check or ACH.

# City of Gluckstadt Business Communications, Inc

Accepted By: Signature		By: Signature	Morrison Prece	
Name		Name	Matthew Reece	
Title		Title	Account Executive	
Date	August 02, 2023	Date	August 02, 2023	

Matthew Reece, Account Executive 442 Highland Colony Parkway Ridgeland, MS 39157

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