

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda - Final

Tuesday, October 3, 2017

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes**

for the September 5, 7 and 14, 2017, City Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA**

- VI.-1** [2017-762](#) TAKE FROM THE TABLE AND APPROVE or DENY the petition filed by Don Brewster, Owner, for the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Attachments: [Appeal request Brewster 503 S 22nd Ave](#)
[Public Notice - Public Hearing - Brewster 503 S 22nd Ave](#)
[HHCC Packet](#)
[HHCC August minutes DRAFT](#)
[Letter, City Arborist, Trees and Risk Guidelines](#)

- VI.-2** [2017-774](#) Adopt Resolution approving and authorizing payment of Fifty Thousand Dollars (\$50,000) to the Industrial Park Commission, as the City's portion of cost to assist the Commission's acquisition of a ten-acre parcel of privately owned real property within the Industrial Park, along the west side of Runnels Industrial Drive, adjacent to Sofidel America Corporation.

Attachments: [Resolution Land Acquisition Industrial Park](#)
[City of Hattiesburg Commitment Letter - JC Bell Property](#)
[RES#2017-154, executed Resolution Land Acquisition Industrial Park](#)

- VI.-3** [2017-767](#) Adopt a Resolution authorizing Requisition No. 10 from the Project Fund Construction Account in connection with a certain loan agreement, dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [2016 Bond Resolution No. 10](#)
[RES#2017-155, executed 2016 Bond Resolution No. 10](#)

VI.-4 Removed.

- VI.-5** [2017-771](#) Authorize Mayor to execute agreement between the City of Hattiesburg and Southern Pines Animal Shelter for the housing and shelter of stray and unwanted animals picked up by the City of Hattiesburg, for a period beginning October 1, 2017 and ending September 30, 2018.

Attachments: [Letter to CityofHattiesburg](#)
[Southern Pines Animal Shelter Hattiesburg Service Contract - 2017](#)
[executedSouthern Pines Animal Shelter Hattiesburg Service Contract - 2017](#)

- VI.-6** [2017-777](#) Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg Police Department and Forrest County Sheriff's Office to create the Twelfth Circuit Court Narcotics Enforcement Team (12NET) to enforce Mississippi laws regarding controlled substances.

Attachments: [Interlocal Agreement - 12NET](#)
[executed Interlocal Agreement - 12NET](#)

- VI.-7** [2017-706](#) Authorize Mayor to execute an agreement for application hosting and technology systems and services between Conduent Government Systems, LLC and Hattiesburg Fire Department.

Attachments: [Conduent Government Systems, LLC](#)
[executed Conduent Government Systems, LLC](#)

- VI.-8** [2017-765](#) Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Lake Forgetful Road Project, increasing the total contract amount by \$12,344.83; Authorize Mayor to execute.

Attachments: [CB Developers Inc. Supplement Agreement #1 Contract](#)
[executed CB Developers Inc. Supplement Agreement #1 Contract](#)

- VI.-9** [2017-757](#) Acknowledge receipt of Permanent Utility Easement from Elvin Ray Jackson and Lynda Jackson for part of Lots 3 and 4 of Block 'A' of Richburg Heights Subdivision in Forrest County, Mississippi (Tax Parcel No. 2-040C-30-016 & 017.00) for the COMSWIP Sewer Phase V project.

Attachments: [Signed Easement.Jackson.1](#)

- VI.-10** [2017-769](#) Acknowledge receipt of Permanent Utility Easement from Victoria J. Buckalew and Christopher A. Buckalew for part of Lot 6 of Block 'A' of Richburg Heights Subdivision in Forrest County, Mississippi (Tax Parcel No. 2-040C-30-014.00) for the COMSWIP Sewer Phase V project.

Attachments: [Signed Perm Easement.Buckalew.1](#)

- VI.-11** [2017-744](#) Acknowledge the submission of grant application MS-2017-006-00 to Federal Transit Administration and execution of contract for the Preventive Maintenance, Operations and Capital Assistance for Hub City Transit in the amount of \$1,958,358 (\$1,147,342 FTA Section 5307 federal funds and \$811,016 local match). This application's funding is for 10/1/2016 - 9/30/2019. (nunc pro tunc)

Attachments: [Grant Agreement MS-2017-006-00](#)
 [MS-2017-006-00 Application](#)

- VI.-12** [2017-766](#) Acknowledge the submission of grant application MS-2017-010-00 to Federal Transit Administration for the Operating Assistance, Capital Assistance (Preventive Maintenance) and Construction of Hub City Administrative/Maintenance Facility for Hub City Transit in the amount of \$794,769 (\$487,971 FTA Section 5307 federal funds and \$306,798 local match). This application's funding is for 10/1/2017 - 9/30/2019. This grant application applies for the remainder of the FTA Section 5307 FY16 and FY17 funds. (nunc pro tunc)

Attachments: [MS-2017-010-00 Award](#)

- VI.-13** [2017-764](#) Approve or Deny to reclassify one (1) vacant Driver position in Mass Transit to a Mechanic position.

Attachments: [Council Wage Request - Driver to Mechanic - 10-2017](#)

- VI.-14** [2017-768](#) Designate the Southern Pines Animal Shelter's 65th Anniversary Party, to be held Sunday, October 8, 2017, in Town Square Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Attachments: [Letter, A. Saffle, Southern Pines 65th Anniversary Party](#)

- VI.-15** [2017-772](#) Authorize Mayor to execute Professional Services Agreement with Neel-Schaffer, Inc for all requested services related to the Timberton Softball Complex.

Attachments: [Timberton Softball Complex, revised final_Engineering Agreement 10-3-17](#)
 [executed Timberton Softball Complex, revised final_Engineering Agreement 10-](#)

- VI.-16** [2017-746](#) Acknowledge the submission of grant application MS-2017-003-00 to Federal Transit Administration and execution of contract for the Construction of Hub City Transit Administrative/Maintenance Facility in the amount of \$469,951 (\$375,961 FTA Section 5307 federal funds and \$93,990 local match). This application's funding is for 07/10/2017- 09/30/2019. (nunc pro tunc)

Attachments: [Grant Agreement MS-2017-003-00](#)
[MS-2017-003-00 Application](#)

- VI.-17** [2017-747](#) Acknowledge the submission of grant application MS-2016-007-01 to Federal Transit Administration and execution of contract for the amendment to grant application FY2015 Hattiesburg Transit Facility Renovation and Upgrade in the amount of \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). The amendment is for the reconstruction of the Hub City Transit Administrative/Maintenance Facility, as the original grant was for renovation of the Facility.
The original grant was for a total of \$615,566.25 (\$492,435.00 in FTA Section 5339 Federal Funds and \$123,113.25 local match).
The new grant is for \$299,592 (\$239,673 in FTA Section 5339 Federal Funds and \$59,919 local match), bringing the new total up to \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). (nunc pro tunc)

Attachments: [MS-2016-007-01 Application](#)
[Grant Agreement MS-2016-007-01](#)

- VI.-18** [2017-781](#) Designate the first Field Family Fest, a live music festival to be held from noon- 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148. The event will feature 4-6 bands and 4-6 individual performers and is presented by Open Mind Entertainment, LLC, a Hattiesburg music and arts collective.

Attachments: [Field Family Fest flyer](#)

VII. ROUTINE AGENDA

- VII.-1** [2017-754](#) Authorize Mayor to execute yearly maintenance agreements with Forerunner Technologies, Inc., for City Hall, Police and Fire Training Academy and Train Depot at a total of \$3,996.00.

Attachments: [City of Hattiesburg - City Hall 2017-2018](#)
[City of Hattiesburg - Police-Fire Academy 2017-2018](#)
[City of Hattiesburg - Train Depot 2017-2018](#)
[executed City of Hattiesburg - City Hall 2017-2018](#)
[executed City of Hattiesburg - Police-Fire Academy 2017-2018](#)
[executed City of Hattiesburg - Train Depot 2017-2018](#)

- VII.-2** [2017-758](#) Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Attachments: [Manual Check CDBG Hollimon Construction 708 Mamie Street & 610 Cypress /](#)

- VII.-3** [2017-760](#) Approve the City's purchase of (2) grave spaces, located in the Northeast Quarter (NE 1/4) Lot 24, Section 29, Highland Cemetery and recorded in Minute Book 1998-2/327; authorize manual check for the same in the amount of \$350.00 to Luther G. Jones.

Attachments: [Buy Back Request & Receipt Luther G. Jones \(10-03-17\)](#)
[Buy Back Deed Luther G. Jones \(10-03-17\)](#)

- VII.-4** [2017-770](#) Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2016 and June 30, 2017 from Topp Mcworther Harvey, PLLC. (on file in the City Clerk's Office)

Attachments: [Audit, 2016 and 2017, Pine Belt Regional Solid Waste Management Authority](#)

- VII.-5** [2017-720](#) Acknowledge receipt of the Fiscal Year 2018 Budget for Pine Belt Regional Solid Waste Management Authority.

Attachments: [Disposal Rates](#)
[PINEBELT SOLID WASTE](#)

- VII.-6** [2017-773](#) Approve claims docket for the period ending September 30, 2017.

Attachments: [Claims Docket, 10-3-17](#)
[Addendum MEMO, 10-3-17](#)
[Addendum to the 10-3-17 Claims Docket](#)



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-762

File ID: 2017-762

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 09/25/2017

Brief Title: HHCC Appeal - 503 S. 22nd Avenue

Final Action: 10/03/2017

Minute Book Number: TABLED: MB2017-41

Title: TAKE FROM THE TABLE AND APPROVE or DENY the petition filed by Don Brewster, Owner, for the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: Appeal request_Brewster_503 S 22nd Ave, Public Notice - Public Hearing - Brewster 503 S 22nd Ave, HHCC Packet, HHCC_August minutes_DRAFT, Letter, City Arborist, Trees and Risk Guidelines

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Russell Archer

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Approve				Pass

Action Text: A MOTION was made by Council member Delgado and seconded by Council member George to APPROVE the petition filed by Don Brewster, Owner, for the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4) and to remove the restrictions so that Mr. Brewer can remove all of the trees; Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Council Vice President Dryden offered a subsidiary motion seconded by Council member George to Table the vote for two weeks to allow time to learn more about the Historic Commission's procedures and to allow time for a second opinion.

Following discussion, the Motion to Table received the affirmative vote of the Council as follows:

Yeas: 3 - George, Carroll and Dryden

Nays: 2 - Delgado and Brown

Yea: 3 Council Member George
Council Member Delgado
Council Member Brown
Nay: 2 Council President Carroll
Council Vice President Dryden

2 City Council 10/17/2017 Approve Pass

Action Text: A MOTION was made by Council President Carroll and seconded by Council Member Delgado to TAKE FROM THE TABLE AND APPROVE the petition filed by Don Brewster, Owner, for the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Council Vice President Dryden said this has been a difficult decision because she respects the Historic Conservation Commission and its decisions. She said she has studied a lot of aspects of the situation and is concerned that the tree that would be left would be compromised by the removal of the other trees, that the trees were too close to the house, and that the [remaining] tree will fall. She said this decision does not set a precedent and [is heeding] Dr. Terrell's observation about the relevance of trees to the historic neighborhoods. but in this instance safety comes first.

Council member Delgado agreed and said [the city] should always do what is in the best interests of the citizens of Hattiesburg. She said [the city] should not be in a position of choosing trees over life.

Council President Carroll cited an example of five trees that were very healthy and snapped off at eight or ten feet and fell on his home during Hurricane Katrina. He said that since Hurricane Katrina, Hattiesburg has seen two tornados and a hurricane that could have been very severe, so his vote will be in support of the homeowner.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-762

Title

TAKE FROM THE TABLE AND APPROVE or DENY the petition filed by Don Brewster, Owner, for

the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Summary

HHCC Appeal - 503 S. 22nd Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FAX

TO: Ginger Maddox, Planning Manager

Dept. of Urban Development

P.O. Box 1898

Hattiesburg, MS 39403

601.554.1031 or Fax 601.545.1962

FROM: Don Brewster and Sharon Brewster

503 South 22Ave.

Hattiesburg, MS 39401

Mailing Address: 72535 Goldfinch Street

Covington, LA. 70435

Original request was removal of a group of three pine trees in the front yard of the house. The Historic Commission's Decision was to ok the removal of two tress but keep the one closest to the house.

We are requesting the removal of pine tree closest to the house. The tree is leaning over the roof and if it snaps it will fall on the roof and cause injury or possible death to occupants.

2 PAGES INCLUDING COVER PAGE

FILED

AUG 17 2017

BY  CITY CLERK
DEPUTY CLERK



Send to:
Ginger Maddox, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.554.1031 or fax 601.545.1962

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION
DECISION**

Today's Date:	8-15-17
Historic Conservation Commission Meeting Date:	8-9-17
<i>(Appeals must be made within 10 consecutive days of the decision)</i>	
Name of Property Owner/Petitioner:	DON BREWSTER
Name of Person Requesting Appeal Hearing:	DON BREWSTER
Mailing Address of Person Requesting Appeal Hearing:	72535 Goldfinch Street Covington LA 70435
Address of Petitioned Property:	503 South 22 AVE. Hattiesburg MS 39401
Petitioner's Request of the Historic Commission:	Removal of Pine tree closest to the house. The tree is leaning over the roof and if it snaps it will fall on the roof and cause injury or possible death to occupants.
Historic Commission's Decision:	Approve ☐ or Deny ☐

I/We hereby APPEAL the Historic Conservation Commission Decision for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

Don Brewster
Petitioner (signature)

Sharon Brewster
Petitioner (signature)

FILED

AUG 17 2017

CITY CLERK
BY *Cecilia A. Jones*
DEPUTY CLERK

PUBLIC HEARING

NOTICE is hereby given that an application has been filed by Don Brewster, Owner, to appeal the decision made August 9, 2017, by the Hattiesburg Historic Conservation Commission regarding the removal of a grouping of trees at 503 S. 22nd Ave.”.

After hearing, the Hattiesburg Historic Conservation Commission voted that the request be APPROVED, provided that only two of the requested trees are removed, with Don & Sharon Brewster being aggrieved with the decision, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Monday, October 2, 2017, in the City Hall Building, Second Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 5th day of September, 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) Friday, September 15, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

Hattiesburg Historic Conservation Commission

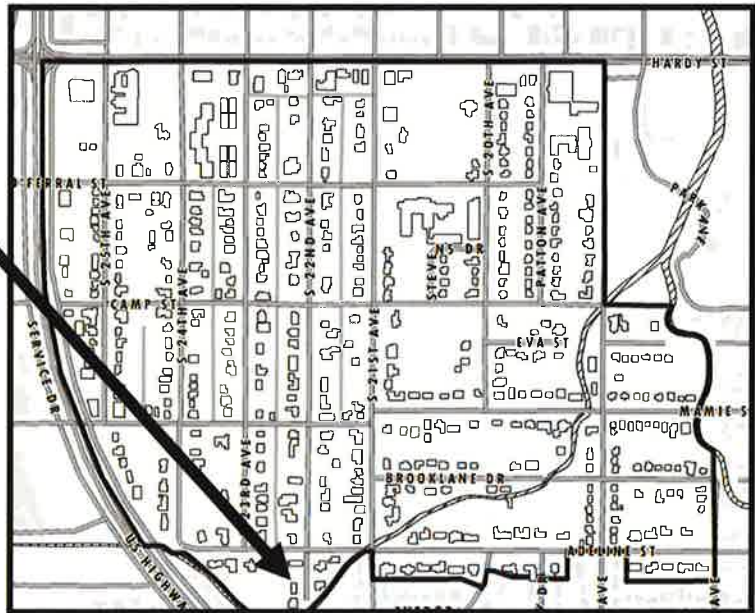
Application Data Sheet—Item 12

Historic District: Parkhaven

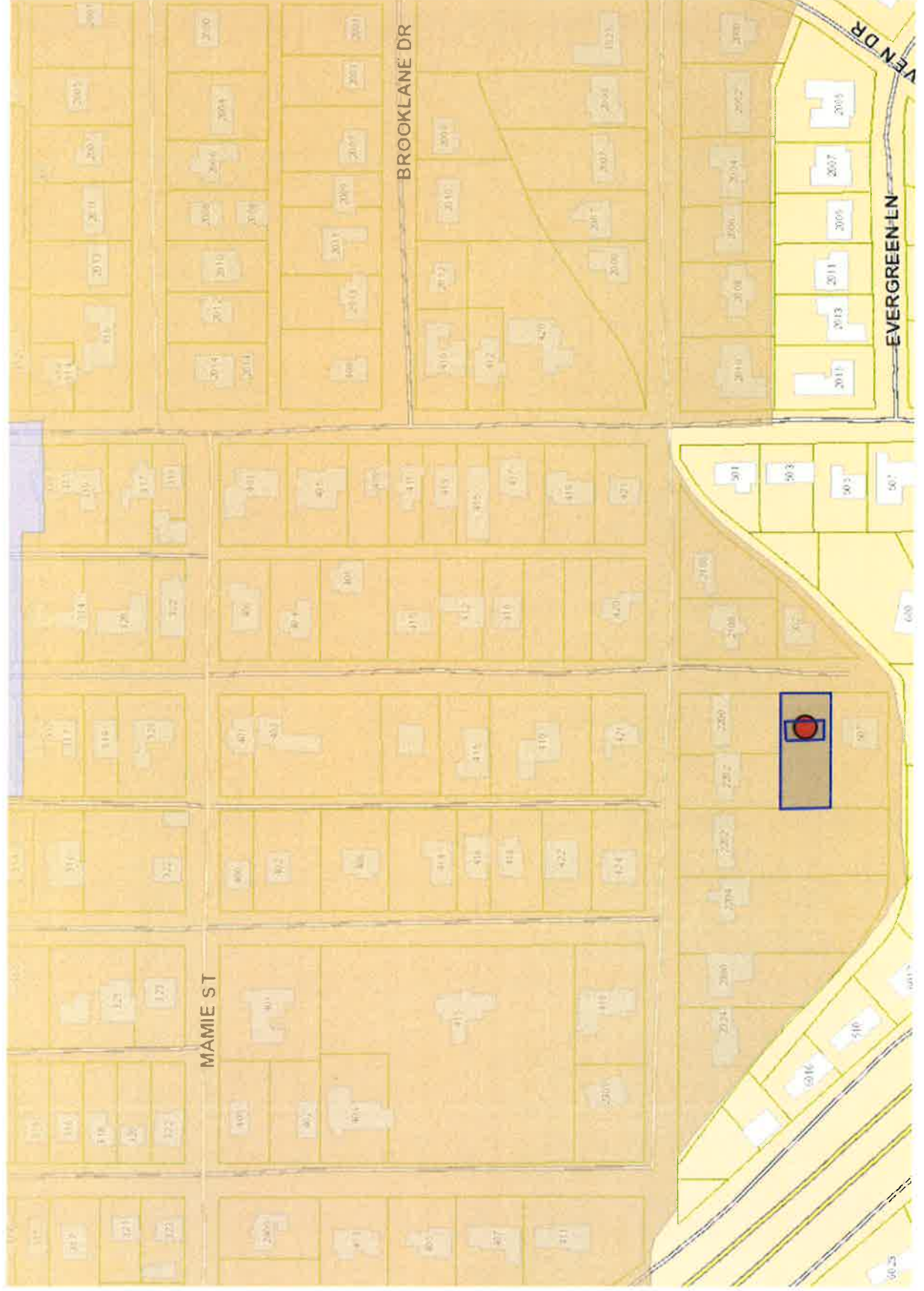
Address: 503 S 22nd Ave.

Significance: Not Classified (C/NC)

Construction Date: c1955



503 S 22nd Ave.



Adjacent Properties





State of Mississippi
Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

1. Property name, historic b. Property name, other		10. County FORREST	
2. Property address/descriptive location 503 S 22 nd Ave Hattiesburg, MS 39401		11. City or Town ☐ Vicinity of HATTIESBURG	
3. Legal description (and acreage, if required – see instructions) City Parcel # - 23-1031-5		12. Owner's name and address	
4. Former/historic use Residence		13. Was interior surveyed? No	
5. Present Use Residence		14. Survey seq. no	
6. Architect ☐ documented ☐ attributed		15. USGS quadrangle map	
7. Builder/contractor ☐ documented ☐ attributed		16. UTM reference (if required-see instructions)	
8. Brief description One story, wood frame Ranch with wood lap siding on a raised foundation, oriented parallel to the street. Brick veneer with extruded mortar on front center section. Cross gable roof of 3-tab composition shingles, triangular metal vents and Masonite board & batten siding in all three gables. Off center raised panel metal door opens on raised concrete stoop under engaged flat roof with hip border and iron support, has concrete steps and walk to drive. Three metal casement windows with center section fixed and sides movable—one larger to right of door and two smaller to left. Single carport at right with storage in rear and breezeway for access to backyard.		17. Date of construction ☒ estimated ☐ documented	
		18. Integrity ☒ very intact ☐ deteriorated ☐ some changes ☐ ruins ☐ extensive changes ☐ no visible remains	
9. Outbuildings or secondary elements (if significant, use separate form)		19. Dates of changes, if any ☐ moved ☐ enlarged/ altered ☐ artificial siding ☒ replaced windows/doors Metal door ☐ enclosed/altered porch ☐ storefront alterations	
		20. Architectural character or style Ranch	

Attach photograph here



THIS SECTION FOR MDAH USE ONLY

21. Registration status
☐ NHL
☐ listed NR
☐ in NR district
☐ Mississippi landmark
☐ local landmark/local district

22. If located in historic district
a. Name of district

- b. Rating
☐ contributing
☐ previously listed
☐ noncontributing

c. District element number: _____

MDAH Inventory Code

23. Historical information

Partially Contributing Resource

27. Photographer or photo source

Russell N. Bearden

28. Photo roll and frame number (s)

22,503 IMG_0026.jpg

29. Photo date

24 July 2008

30. Inventory form completed by
(name and organization)

Russell N. Bearden
Parkhaven Neighborhood Association

24. Additional remarks or continuation of other sections

31. Survey project name

2008 Parkhaven Survey

32. Date form completed

11 March 2009

25. Sources of information

Forrest County Tax Assessor's Records

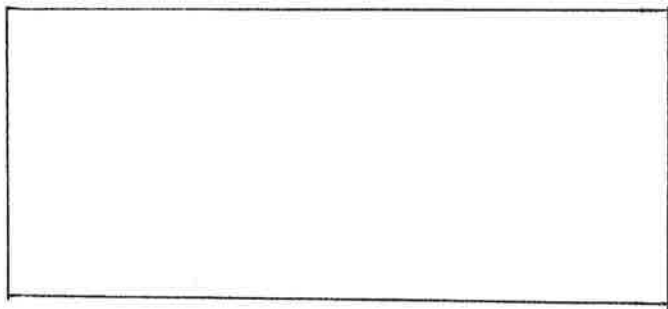
THIS SECTION FOR MDAH USE ONLY

33. Evaluation of National Register eligibility

- a. ☐ already listed (see front of form)
☐ appears individually eligible
☐ potentially eligible if restored
☐ would contribute to district
☐ does not appear eligible
☐ insufficient information

b. Evaluated by/Date

26. Sketch of building plan or site plan. (Show outline of building)



Draw north
arrow here.

Application for a Certificate of Appropriateness
to Hattiesburg Historic Conservation Commission
for a proposed exterior change to a property within designated historic districts

Historic District Park Haven
Property address: 503 S. 22nd Ave.
Present zoning: residential

Office Use Only

Received _____
Complete _____
HHCC review _____
Action _____

Applicant: Don Brewster
Address: 503 S. 22nd Ave.
Phone: 985 630-3400

Owner: Don Brewster
Address: _____
Phone: _____

Signature and permission of Applicant / date:

Don Brewster , 8-4-17

*If the applicant is not the owner, include a letter
from the owner authorizing the change.*

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date: at earliest opportunity

Briefly describe the proposed project / Proposed Alterations
(attach additional sheets as needed):

Removal of 3 large pine
trees near home and
utility lines

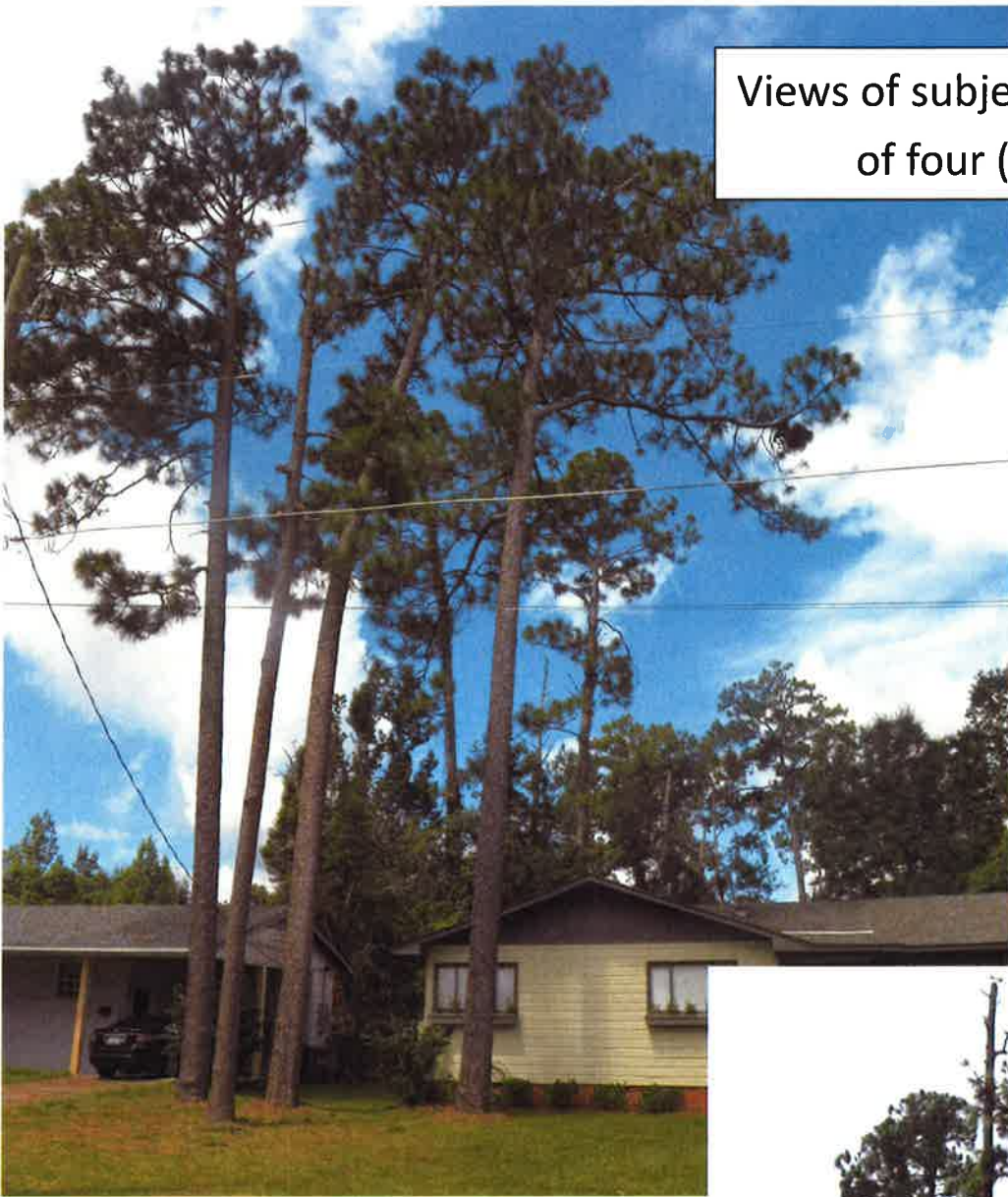
**NOTE: Appropriate support materials for each
proposed change as required must be submitted
to complete this application.**

**Incomplete applications will not be
reviewed by the commission.**

**DEADLINE: Applications and support materials
must be submitted by 5 p.m. Wednesday,
14 days prior to the regular HHCC meeting,
normally the second Wednesday of each month.**

- ☐ New Buildings and New Additions
 - ☐ Major Restoration, Rehabilitation or Remodeling
 - ☒ Site Changes – tree removal, fences, walks, driveways,
parking and signs
 - ☐ Demolition and Relocation
- Required support materials must be attached. Please see Checklist for
Required Support Materials on the next page.**

Views of subject trees—grouping
of four (4) pine trees





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

To: Russell Archer, Historic Planner
From: Andy Parker, City Arborist
Subject: Tree removal at 503 S.22nd Ave
Date: August 3, 2017

Russell,

I received a call on tree work at 503 S.22nd Ave and after checking on it, it had not been to the HHCC for approval. I informed the tree company and their boss about the historic requirements and the process for a request. They said that would give your information to the property owner to contact you on the issue. I am allowing them to remove the tree debris that has already been cut down but warned them, that any further tree cutting would be addressed by code enforcement. They said they would comply and wait for the property owner to have the issue addressed with the city and HHCC. The company is Above Tree Service – 1-855-50-TREES is the crew doing the work. I will include pictures of the work and location for documentation. Please let me know if you have any questions.

Andy Parker
City of Hattiesburg
City Arborist

MINUTES OF THE MEETING OF THE HATTIESBURG HISTORIC CONSERVATION COMMISSION

Wednesday, August 9, 2017

The Hattiesburg Historic Conservation Commission met August 9, 2017, at 12:00 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi, Sarah Newton presided as Chairman.

Commissioners present: Sarah Newton, Chair
Newton Fawcett, Vice-Chair
Tom S. Ramirez Boldo
Miranda Grieder
Michelle Heidelberg
Glenn Nees

Commissioners absent: Mary Halliwell
Margaret Dwight Shelton
Michael Anderson

Staff present: Russell Archer, Historic Preservation Planner
Ginger Maddox, Planning Manager
Andy Parker, City Arborist
Mark Jordan, Code Enforcement Manager
Pattie Brantley, Director, Dept. of Urban Development

AGENDA

There came the matter of the agenda for the meeting of September, 2017. A motion was made by Commissioner Boldo and seconded by Commissioner Fawcett that the agenda be approved as submitted. The motion carried.

MINUTES

There came the matter of the minutes for the July 12, 2017, meeting. A motion was made by Commissioner Grieder and seconded by Commissioner Boldo that the minutes be approved as submitted. The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by David Sandifer, Owner, requesting to install a shed in the rear yard at 310 Miller St. in the North Main Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	David Sandifer	Owner/Applicant
Others to speak:	(none)	

Discussion and Vote

Motion: Approve application provided that the front gabled shed option, presented by the applicant, is the style that is installed.

Motion made by: Newton Fawcett

Motion seconded by: Miranda Grieder

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Chase Cunningham, Owner, requesting to remove a tree in the rear yard at 207 S. 24th Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote

Motion: Approve application as submitted.

Motion made by: Tom Boldo

Motion seconded by: Newton Fawcett

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Dan & Cindy Byers, Owners, requesting to install new fencing and window awnings at 1108 N. Main St. in the North Main Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Dan Byers	Owner/Applicant
Others to speak:	(none)	

Discussion and Vote

Motion: Approve application as submitted.

Motion made by: Newton Fawcett

Motion seconded by: Miranda Grieder

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Charles Lombardo, Owner, requesting to install new roofing, remove a tree, and modify driveway at 114 S. 23rd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Charles Lombardo	Owner/Applicant
Others to speak:	(none)	

Discussion and Vote

Motion: Approve application provided that the existing concrete ribbon driveway is repaired/replaced in-kind.

Motion made by: Newton Fawcett

Motion seconded by: Glenn Nees

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Ayman Al-Batainek, Applicant, and London & Stetelman Property Management, Owner, requesting to construct a new deck at 6060 U.S. Hwy 49 in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Robin Magee	Applicant representative
Others to speak:	Valerie Cameron	Applicant representative
	Chip Lombardo	Parkhaven resident

Discussion and Vote Commissioners inquired about how A.D.A. ramps would be incorporated into the deck design. Ms. Cameron stated that if the ramps were to be external, they would resubmit those plans to the HHCC. Ms. Cameron requested that the 4x4 deck posts be allowed to extend upward past the railing to a height that would eventually support a roof structure. The submitted drawings do not indicate the extended posts. Several commissioners indicated that they were not in favor of the extended posts.

Commissioner Newton recommended that the height of the deck railing not exceed 36 inches.

Motion: Approve application provided that the A.D.A ramp plans are resubmitted should they be designed on the exterior of the deck, provided that the signage be submitted at a later date.

Motion made by: Glenn Nees

Motion seconded by: Tom Boldo

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Scott Pipkins, Applicant, and BNO, LLC, Owner, requesting to install new fencing at 319 S. 22nd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Scott Pipkins	Applicant
Others to speak:	(none)	

Discussion and Vote Commissioner Heidelberg recommended that fence not be painted.

Motion: Approve application as submitted.
Motion made by: Miranda Grieder
Motion seconded by: Tom Boldo
Commissioners voting aye: All present and voting
Commissioners voting nay: None
Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Scott Pipkins, Applicant, and Mike Madson, Owner, requesting to replace an exterior door at 403 Southern Ave. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Scott Pipkins	Applicant
Others to speak:	(none)	

Discussion and Vote The applicant stated that, in addition to the new door, the owner would like a small transom placed above the door. Commissioner Newton suggested that a door style is chosen that is more traditional in style and appropriate to the house's period of construction.

Motion: Approve application provided that a more period appropriate door style is submitted to the Historic Planner and reviewed by the HHCC via email.

Motion made by: Michelle Heidelberg
Motion seconded by: Tom Boldo
Commissioners voting aye: All present and voting
Commissioners voting nay: None
Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed Sarah Newton, Architect, Applicant, and BNO, LLC, Owner, requesting modifications to previously approved exterior renovations at 209 Buschman St. in the Newman-Buschman Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Sarah Newton	Applicant
Others to speak:	(none)	

(Commissioner Newton exits the room)

Discussion and Vote

Motion: Approve application as submitted.
Motion made by: Miranda Grieder
Motion seconded by: Michelle Heidelberg
Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

(Commissioner Newton rejoins the meeting)

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Arnella Chatman, Owner, requesting to remove multiple trees at 439 W. 4th St. in the North Main Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote

Motion: Approve application provided that one mature oak tree remains to the west of the driveway and one mature oak tree remains to the east of the driveway.

Motion made by: Glenn Nees

Motion seconded by: Tom Boldo

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg requesting to remove a tree at 1028 N. Main St. in the North Main Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote Mr. Parker clarified that the applicant for this request is actually the owner, Johnny DuPree, and that the City would not be performing the proposed removal work.

Motion: Approve application as submitted.

Motion made by: Miranda Grieder

Motion seconded by: Michelle Heidelberg

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg, requesting to remove a tree from the public right-of-way at 909 Adeline St. in the Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote

Commissioner Heidelberg inquired about pruning and trimming as an alternative to complete removal. Mr. Parker stated that pruning and trimming would extend the life of the tree for a limited number of years and the City would need to closely monitor the health of the tree in the future.

Motion: Approve application provided that only selective pruning and trimming take place rather than complete removal of the tree.

Motion made by: Michelle Heidelberg

Motion seconded by: Tom Boldo

Commissioners voting aye: Michelle Heidelberg, Tom Boldo, Miranda Grieder, Newton Fawcett

Commissioners voting nay: None

Commissioners abstaining: Glenn Nees

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Don & Sharon Brewster, Owners, requesting to remove a grouping of trees at 503 S. 22nd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Don Brewster	Applicant
Others to speak:	Andy Parker	City Arborist

Discussion and Vote

Staff informed the commission that the removal of mature trees had commenced prior to the application and/or issuance of a Certificate of Appropriateness. Staff also stated that, once the unpermitted work was discovered, a stop work order was issued by the City Arborist. Several commissioners expressed concern over unnecessary removal of mature pine trees in Parkhaven. The Applicant informed the commission that, in total, three trees were being requested for removal, as the fourth tree in the grouping was believed to be part of the neighboring property.

Motion: Approve application provided that only two pine trees are removed from the front yard: one that has been previously “topped” by contractors and one that is significantly leaning toward the house.

Motion made by: Glenn Nees

Motion seconded by: Tom Boldo

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Other Business

There came the matter of the City Arborist's report. Mr. Parker gave a report of hazardous trees removed during the month of July.

There came the matter of the Code Official's report. Mr. Jordan gave a report of code issues within the conservation districts.

There came the matter of the Coordinator's report. A report was submitted. Mr. Archer reported that new door hangers were actively being placed on selected houses in the conservation districts and also informational brochures have been prepared and will be mailed out incrementally to all property owners within designated conservation districts. Mr. Archer also reported that at least two properties are being researched for consideration as "Demolition by Neglect" cases. These properties would be submitted to the HHCC within the next couple of months if deemed appropriate.

Several commissioners inquired about the status of Mt. Carmel church on N. Main St. Staff reported that a public hearing was scheduled by the City Council and that no decisions would be made regarding demolition until after the public comment period has closed.

There being no further business, upon motion duly made by Commissioner Boldo and seconded by Commissioner Grieder and unanimously approved, the meeting was adjourned at 1:53 p.m.

Respectfully submitted,

Sarah Newton, Chair

Russell Archer, Recording Secretary/ Historic Planner



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

To: Hattiesburg City Council, Russell Archer, Historic Planner. & Hattiesburg Historic Conservation Commission
From: Andy Parker, City Arborist
Subject: Trees and risk guidelines
Date: Oct. 10, 2017

Due to the appeal of the denial by the HHCC to permit the removal of certain trees at 503 S.22nd Ave, and the city council asking for more clarity for risk trees, I have prepared a list of some items that are considered when assessing a possible risk of a tree.

1. Species, size and location of tree
2. Defects, Decay, Vigor of tree
3. History – previous problems & pruning
4. Targets possibly impacted by tree

Species, Location and lean of a tree seem to be the main issues at the 503 S.22nd Ave property. The property owner is worried about the group of pines adjacent to the home near the power service line and one pine leaning towards the house.

Both location and lean of the trees are part of a tree assessment. The location of trees can have a major impact on foundations, utility infrastructure and sidewalks. Species, size of the tree, root system and soil structure are the main elements examined to determine impact of a tree at that location. The lean of a tree also has several factors involved when deciding if the tree is a high-risk tree. Species, location, canopy, root system, soil and targets. A tree with a 15% or greater lean would have an elevated risk but other factors could cause trees with lesser degrees of lean to be in the high-risk category. Because every situation is different than the next one, each tree is assessed will have different results and recommendations based on a case by case situation.

I have researched other historic guidelines/tree ordinances to make sure we have address the tree risk issue in a proper manner to assure we take in to consideration - risk management for public and private safety, city codes/historic guidelines, property rights and the aesthetics of Hattiesburg.

With respect to the circumstances at 503 S.22nd Ave, the property owner could hire another Certified Arborist that might have a different recommendation of risk & mitigation and things could drag on for some time. Understanding this situation with many views is a tricky issue, so I believe it would be in the best interest of the city to allow this property owner to remove certain trees and follow the HHCC guidelines (Site Elements) page 48 – “If a request for removal is approved, commissioners recommend property owners plant replacement tree(s) in suitable locations on their property”. This should be a 1 for 1 planting for the trees previously removed and the existing trees the owner wishes to remove. New tree plantings should be a minimum of 2” inch caliper and species approved by the HHCC. Although this is not a prefect answer to an issue that will surely arise again in the future, I feel it is best option for this situation.

Respectfully,

Andy Parker
City of Hattiesburg
ISA Certified Arborist



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-774

File ID: 2017-774

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/27/2017

Brief Title: Adopt Resolution approving and authorizing payment to Industrial Park Commission for land acquisition

Final Action: 10/03/2017

Minute Book Number: MB2017-414

Title: Adopt Resolution approving and authorizing payment of Fifty Thousand Dollars (\$50,000) to the Industrial Park Commission, as the City's portion of cost to assist the Commission's acquisition of a ten-acre parcel of privately owned real property within the Industrial Park, along the west side of Runnels Industrial Drive, adjacent to Sofidel America Corporation.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Resolution Land Acquisition Industrial Park, City of Hattiesburg Commitment Letter - JC Bell Property, RES#2017-154, executed Resolution Land Acquisition Industrial Park

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolution approving and authorizing payment of Fifty Thousand Dollars (\$50,000) to the Industrial Park Commission, as the City's portion of cost to assist the Commission's acquisition of a ten-acre parcel of privately owned real property within the Industrial Park, along the west side of Runnels Industrial Drive, adjacent to Sofidel America Corporation.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Council Vice President Dryden recused herself for the vote on Policy Agenda item VI.-3							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-774

Title

Adopt Resolution approving and authorizing payment of Fifty Thousand Dollars (\$50,000) to the Industrial Park Commission, as the City's portion of cost to assist the Commission's acquisition of a ten-acre parcel of privately owned real property within the Industrial Park, along the west side of Runnels Industrial Drive, adjacent to Sofidel America Corporation.

Budget Information

001402.6820.01

RESOLUTION

WHEREAS, the Industrial Park Commission has purchased a ten-acre parcel of privately owned real property along the west side of Runnels Industrial Drive, adjacent to Sofidel America Corporation, within the Forrest County Industrial Park; and,

WHEREAS, this additional property will be used by Sofidel America Corporation for a plant expansion that will benefit the County and City through an expected increase of the Sofidel workforce to 175 employees and an investment from the company of more than One Hundred Million Dollars; and,

WHEREAS, Forrest County has committed Fifty Thousand Dollars (\$50,000) to assist in the Industrial Park Commission's acquisition of said ten-acre parcel of privately owned real property; and,

WHEREAS, the City of Hattiesburg desires to assist in the Industrial Park Commission's acquisition of said ten-acre parcel of privately owned real property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Hattiesburg approve and authorize payment of Fifty Thousand Dollars (\$50,000) as the City's portion of costs to assist the Industrial Park Commission's acquisition of a ten-acre parcel of privately owned real property along the west side of Runnels Industrial Drive, adjacent to Sofidel America Corporation, within the Forrest County Industrial Park.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following roll call vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of October, 2017.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Mayor

Johnny L. DuPree, Ph.D.

Council-Ward I

Kim Bradley

Council-Ward 2

Deborah Denard Delgado

Council -Ward 3

Carter Carroll

Council-Ward 4

Mary Dryden

Council-Ward 5

HemyNaylor

February 21, 2017

Mr. James K. Dukes, Chairman
Forrest County Industrial Park Commission
c/o Area Development Partnership
1 Convention Center Plaza
Hattiesburg, MS 39401

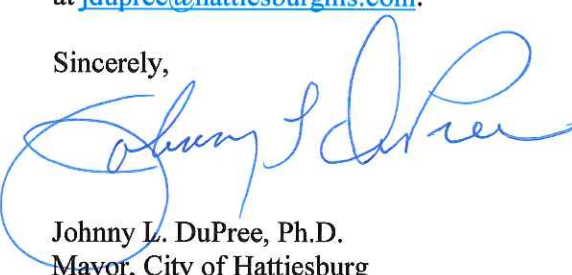
Dear Mr. Dukes:

I am pleased to inform you that the City of Hattiesburg is willing to allocate \$50,000 towards the Forrest County Industrial Park Commission's (FCIPC's) purchase of the approximate 10 acre J.C. and Mary B. Bell site. The referenced property is located due north of the Sofidel America Corp. facility along the west side of Runnels Industrial Drive within the Forrest County Industrial Park. Based upon my meeting with company executives last week, it is clear that this site is needed soon for additional truck parking. The proposed parking addition will create a better staging area for trucks and allow for enhanced product movement within their 400,000 sq. ft. production and distribution facility.

Within the next few years, the company has plans to make significant additions to their current facility for paper making and paper converting. Sofidel is a world-class manufacturing company and we need to continue to partner with them at every turn to encourage their future growth here in Hattiesburg. Sofidel is expected to ramp up to approximately 175 employees within the next ninety days. By the end of phase one, the company's investment will rise to upwards of \$100 million and this number could rise considerably in coming years.

We appreciate the FCIPC's efforts in securing this strategic site so that we are well prepared to accommodate Sofidel's growth plans. It is my understanding that the FCIPC intends to enter into a Purchase and Sale Agreement, complete due diligence studies, and close on the property within the next 90 – 120 days. It is also my understanding that the FCIPC will pay for the site out of existing proceeds and request reimbursement from the City of Hattiesburg immediately thereafter. If I can be of any further assistance during this process, please contact me directly at 601-545-4501 or via email at jdupree@hattiesburgms.com.

Sincerely,


Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

RESOLUTION

WHEREAS, the Industrial Park Commission has purchased a ten-acre parcel of privately owned real property along the west side of Runnels Industrial Drive, adjacent to Sofidel America Corporation, within the Forrest County Industrial Park; and,

WHEREAS, this additional property will be used by Sofidel America Corporation for a plant expansion that will benefit the County and City through an expected increase of the Sofidel workforce to 175 employees and an investment from the company of more than One Hundred Million Dollars; and,

WHEREAS, Forrest County has committed Fifty Thousand Dollars (\$50,000) to assist in the Industrial Park Commission's acquisition of said ten-acre parcel of privately owned real property; and,

WHEREAS, the City of Hattiesburg desires to assist in the Industrial Park Commission's acquisition of said ten-acre parcel of privately owned real property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Hattiesburg approve and authorize payment of Fifty Thousand Dollars (\$50,000) as the City's portion of costs to assist the Industrial Park Commission's acquisition of a ten-acre parcel of privately owned real property along the west side of Runnels Industrial Drive, adjacent to Sofidel America Corporation, within the Forrest County Industrial Park.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member DRYDEN, seconded by Council member GEORGE, and adopted by the following roll call vote, to wit:

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of October, 2017.

(S E A L)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of October, 2017.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-767

File ID: 2017-767

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/26/2017

Brief Title: Requisition No. 10 - 2016 Water/Sewer Bonds

Final Action: 10/03/2017

Minute Book Number: MB2017-414-415

Title:

Adopt a Resolution authorizing Requisition No. 10 from the Project Fund Construction Account in connection with a certain loan agreement, dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 10, RES#2017-155,
executed 2016 Bond Resolution No. 10

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Adopt				Pass
	Action Text: Adopt						
		Yea: 3		Council Member George Council President Carroll Council Member Brown			
		Abstain: 1		Council Member Delgado			
		Recuse: 1		Council Vice President Dryden			

Text of Legislative File 2017-767

Title

Adopt a Resolution authorizing Requisition No. 10 from the Project Fund Construction Account in connection with a certain loan agreement, dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Requisition No. 10 - 2016 Water/Sewer Bonds

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **10** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 10 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **10** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$39,637.59** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **10** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Thirty-nine Thousand, Six Hundred Thirty-seven and 59/100 dollars (\$39,637.59)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No.**10** in the total aggregate amount of **Thirty-nine Thousand, Six Hundred Thirty-seven and 59/100 dollars (\$39,637.59)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____ seconded by Council Member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **3rd day of October**, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **3rd day of October**, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 10

DATE OF REQUISITION: 10/3/2017

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Canadian National C/O Shows, Dearman & Waits 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	\$ 4,800.00	P-10911	Water Ph II - Palmers Crossing Period: September 25, 2017 MB 2011-4/89-110 SDW #1273-W007
2	Kansas City Southern C/O Shows, Dearman & Waits 301 Second Ave Hattiesburg, MS 39403-1711	093695.7245.51	\$ 28,125.00	7202017	Lake Forgetful Road Period: July 20, 2017 MB: 2011-4/89-110 SDW #11209
3	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7220.54	\$ 6,712.59	546	Sewer Phase V Period: 6/1/17 - 8/31/17
			<u>\$ 39,637.59</u>		



Engineering Progress

September 25, 2017

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

Re: Comprehensive Water Improvements Phase II –
Palmers Crossing and Irene Chapel
City of Hattiesburg

Dear Lamar:

As part of the above captioned project, a railroad crossing permit is required from Canadian National (CN). This crossing is located at Barkley Road. We have submitted and received preliminary approval from the railroad for this location.

Prior to issuance of the final permit, CN must receive several items from the contractor and the City of Hattiesburg. The City of Hattiesburg will need to issue a check for the permit as shown on the attached invoice from CN.

Please provide payment in the form of a check to CN in an amount of \$4,800.00. Forward this check to SDW for inclusion with contractor provided documents including bonding and insurance. SDW will forward the entire package to CN to prevent any delays.

Should you have any questions or comments, please do not hesitate to call. In kindest regards, I remain,

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/kw

Enclosure



301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com



www.cn.ca

Southern Region

CN
Joseph Wojcik
IC Track Design Technician
915 Belle Ave.
Joliet, IL. 60432

T 815-774-6414
F 815-774-6430

May 15, 2017

File P-10911

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: 16" HDPE water line in a 20" steel casing
M. P. 92.49
Preparation fee \$750.00 paid
Charge \$4,800.00

Attached hereto in duplicate is agreement covering the above-described subject matter, which has been prepared pursuant to your request. Please have both copies executed and return to me for my further handling for execution on behalf of the Railroad Company. Acceptance of the agreement is not to be assumed until a fully executed copy has been returned.

Please note that payment of \$4,800.00 is to be made upon execution of the agreement. To avoid delay in our handling, the required remittance should be made with the return of the agreement.

This office shall receive 5 days notice, exclusive of weekends and holidays, before any work is performed in the vicinity of the track. Such notice shall only be accepted from the owner or their duly authorized agent. Once execution of the agreement is complete and you have submitted a completed flagging and cable request form, you must call Maryellen Carmody at 734-783-4533 to set up flagging and signal locate before any work. The Utility must prepay the railroad for all anticipated flagging and cable location costs, which are to be calculated pursuant to the Request for Flagging Services and Cable Location form.

Sincerely,

Joseph Wojcik
IC Track Design Technician



Engineering Progress

September 25, 2017

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

Re: Comprehensive Water Improvements Phase II –
Palmers Crossing and Irene Chapel
City of Hattiesburg

Dear Lamar:

As part of the above captioned project, railroad crossing permits are required from Kansas City Southern (KCS). These crossings are located at Barkley Road, Dixie Pine and Old Airport Road. We have submitted and received preliminary approval from the railroad for these locations.

Prior to issuance of the final permit, KCS must receive several items from the contractor and the City of Hattiesburg. The City of Hattiesburg will need to issue a check for the permit as shown on the attached invoice from Jones-Lang-LaSalle (JLL). JLL coordinates permits for the KCS Railway.

Please provide payment in the form of a check to JLL in an amount of \$28,125.00. Forward this check to SDW for inclusion with contractor provided documents including bonding and insurance. SDW will forward the entire package to JLL to prevent any delays.

Should you have any questions or comments, please do not hesitate to call. In kindest regards, I remain,

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/kw

Enclosure

RECEIVED
9/25/17

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

INVOICE

**JLL - Rail Practice Group
Attn.: Denise Case - Transaction Manager
4200 Buckingham Rd., Suite 110
Fort Worth, Texas 76155**

DATE: July 20, 2017

Bill To:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

DESCRIPTION	AMOUNT
17-3248 Water pipeline at Hattiesburg, MS (Barkley Rd)	\$ 9,375.00
17-3249 Water pipeline at Hattiesburg, MS (Dixie Pine Rd.)	9,375.00
17-3250 Water pipeline at Hattiesburg, MS (Old Airport Rd)	9,375.00
TOTAL	\$ 28,125.00

Make all checks payable to JLL and forward to Denise Case. If you have any questions concerning this invoice, contact Denise Case at denise.case@am.jll.com or 817-230-2614.

THANK YOU FOR YOUR BUSINESS!

PITTMAN LAW FIRM

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

POST OFFICE DRAWER 17138

HATTIESBURG, MISSISSIPPI 39404-7138

TAX IDENTIFICATION
NO. 47-1234614TELEPHONE
601.264.3314**Date:09/05/2017**City of Hattiesburg
Department of Public Services
P.O. Box 1898
Hattiesburg, MS 39403-1898

Legal Service Rendered:

Invoice #: 546**Vendor No.**

COMSWIP Sewer Project

Professional Services

Date		Details	Hours	Rate	Amount
06/13/2017	JHP	Receipt and review of Waiver Valuations on Site 4; email to and from Lamar on council meeting agenda; telephone call to Stan Lightsey	2.80	\$150.00	\$420.00
06/14/2017	JHP	Receipt and review of 2 additional Waiver Valuations on Site 4	0.70	\$150.00	\$105.00
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07/11/2017	JHP	Email to Lamar Rutland; call to Stan Lightsey	0.50	\$150.00	\$75.00
08/01/2017	JHP	Telephone conference with Lamar Rutland; call to Stan Lightsey	0.40	\$150.00	\$60.00
08/10/2017	JHP	Telephone conference with Lamar Rutland and email to Lamar Rutland; review of Waiver Valuations; call to Mary Dryden and work on spread sheet to prepare for Fair Market Value offers; conference on acquisition requirements, etc.	3.40	\$150.00	\$510.00
08/11/2017	DN	Telephone conference to Shows, Dearman & Waites; draft email to Kyle Wallace	0.50	\$65.00	\$32.50
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08/31/2017	JHP	Attend City Council Special called meeting to pass Order to Condemn	0.80	\$150.00	\$120.00

For professional services rendered	58.10	\$5,595.50
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Additional Charges

Date		Details	Quantity	Rate	Amount
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08/21/2017	JHP	Copies	170	\$0.25	\$42.50
08/30/2017	JHP	Postage	1	\$55.40	\$55.40
08/30/2017	JHP	Copies	72	\$0.25	\$18.00

Total additional charges	\$1,117.09
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Invoice Amount	\$6,712.59
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Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 10 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member George offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 10 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 10 from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$39,637.59** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 10 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Thirty-nine Thousand, Six Hundred Thirty-seven and 59/100 dollars (\$39,637.59)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No.10 in the total aggregate amount of **Thirty-nine Thousand, Six Hundred Thirty-seven and 59/100 dollars (\$39,637.59)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member George seconded by Council Member Brown, and was adopted by the following vote, to wit:

YEAS: George
Carroll
Brown

NAYS: None

ABSENT: None

ABSTAIN: Delgado

RECUSED: Dryden

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **3rd day of October, 2017.**

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **3rd day of October, 2017.**

ATTEST:


CITY CLERK

APPROVED:


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: 10

DATE OF REQUISITION: 10/3/2017

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Canadian National C/O Shows, Dearman & Waits 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	\$ 4,800.00	P-10911	Water Ph II - Palmers Crossing Period: September 25, 2017 MB 2011-4/89-110 SDW #1273-W007
2	Kansas City Southern C/O Shows, Dearman & Waits 301 Second Ave Hattiesburg, MS 39403-1711	093695.7245.51	\$ 28,125.00	7202017	Lake Forgetful Road Period: July 20, 2017 MB: 2011-4/89-110 SDW #11209
3	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7220.54	\$ 6,712.59	546	Sewer Phase V Period: 6/1/17 - 8/31/17
			<u>\$ 39,637.59</u>		



Engineering Progress

September 25, 2017

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

Re: Comprehensive Water Improvements Phase II –
Palmers Crossing and Irene Chapel
City of Hattiesburg

Dear Lamar:

As part of the above captioned project, a railroad crossing permit is required from Canadian National (CN). This crossing is located at Barkley Road. We have submitted and received preliminary approval from the railroad for this location.

Prior to issuance of the final permit, CN must receive several items from the contractor and the City of Hattiesburg. The City of Hattiesburg will need to issue a check for the permit as shown on the attached invoice from CN.

Please provide payment in the form of a check to CN in an amount of \$4,800.00. Forward this check to SDW for inclusion with contractor provided documents including bonding and insurance. SDW will forward the entire package to CN to prevent any delays.

Should you have any questions or comments, please do not hesitate to call. In kindest regards, I remain,

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/kw

Enclosure



301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com



www.cn.ca

Southern Region

CN
Joseph Wojcik
IC Track Design Technician
915 Belle Ave.
Joliet, IL. 60432

T 815-774-6414
F 815-774-6430

May 15, 2017

File P-10911

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: 16" HDPE water line in a 20" steel casing
M. P. 92.49
Preparation fee \$750.00 paid
Charge \$4,800.00

Attached hereto in duplicate is agreement covering the above-described subject matter, which has been prepared pursuant to your request. Please have both copies executed and return to me for my further handling for execution on behalf of the Railroad Company. Acceptance of the agreement is not to be assumed until a fully executed copy has been returned.

Please note that payment of \$4,800.00 is to be made upon execution of the agreement. To avoid delay in our handling, the required remittance should be made with the return of the agreement.

This office shall receive 5 days notice, exclusive of weekends and holidays, before any work is performed in the vicinity of the track. Such notice shall only be accepted from the owner or their duly authorized agent. Once execution of the agreement is complete and you have submitted a completed flagging and cable request form, you must call Maryellen Carmody at 734-783-4533 to set up flagging and signal locate before any work. The Utility must prepay the railroad for all anticipated flagging and cable location costs, which are to be calculated pursuant to the Request for Flagging Services and Cable Location form.

Sincerely,

Joseph Wojcik
IC Track Design Technician



Engineering Progress

September 25, 2017

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

Re: Comprehensive Water Improvements Phase II -
Palmers Crossing and Irene Chapel
City of Hattiesburg

Dear Lamar:

As part of the above captioned project, railroad crossing permits are required from Kansas City Southern (KCS). These crossings are located at Barkley Road, Dixie Pine and Old Airport Road. We have submitted and received preliminary approval from the railroad for these locations.

Prior to issuance of the final permit, KCS must receive several items from the contractor and the City of Hattiesburg. The City of Hattiesburg will need to issue a check for the permit as shown on the attached invoice from Jones-Lang-LaSalle (JLL). JLL coordinates permits for the KCS Railway.

Please provide payment in the form of a check to JLL in an amount of \$28,125.00. Forward this check to SDW for inclusion with contractor provided documents including bonding and insurance. SDW will forward the entire package to JLL to prevent any delays.

Should you have any questions or comments, please do not hesitate to call. In kindest regards, I remain,

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/kw

Enclosure

RECEIVED
9/25/17

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

INVOICE

**JLL - Rail Practice Group
Attn.: Denise Case - Transaction Manager
4200 Buckingham Rd., Suite 110
Fort Worth, Texas 76155**

DATE: July 20, 2017

Bill To:

**City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898**

DESCRIPTION	AMOUNT
17-3248 Water pipeline at Hattiesburg, MS (Barkley Rd)	\$ 9,375.00
17-3249 Water pipeline at Hattiesburg, MS (Dixie Pine Rd.)	9,375.00
17-3250 Water pipeline at Hattiesburg, MS (Old Airport Rd)	9,375.00
TOTAL	\$ 28,125.00

Make all checks payable to JLL and forward to Denise Case. If you have any questions concerning this invoice, contact Denise Case at denise.case@am.jll.com or 817-230-2614.

THANK YOU FOR YOUR BUSINESS!

PITTMAN LAW FIRM

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

POST OFFICE DRAWER 17138

HATTIESBURG, MISSISSIPPI 39404-7138

TAX IDENTIFICATION
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601.264.3314**Date:09/05/2017**City of Hattiesburg
Department of Public Services
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Legal Service Rendered:

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COMSWIP Sewer Project

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Page 1 of 3

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CITY OF HATTIESBURG, MISSISSIPPI

By:

Title:



Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-771

File ID: 2017-771

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/27/2017

Brief Title: Southern Pines Animal Shelter Agreement.

Final Action: 10/03/2017

Minute Book Number: MB2017-415

Title:

Authorize Mayor to execute agreement between the City of Hattiesburg and Southern Pines Animal Shelter for the housing and shelter of stray and unwanted animals picked up by the City of Hattiesburg, for a period beginning October 1, 2017 and ending September 30, 2018.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: Letter_to_CityofHattiesburg, Southern Pines Animal Shelter Hattiesburg Service Contract - 2017, executedSouthern Pines Animal Shelter Hattiesburg Service Contract - 2017

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Authorize Mayor to execute agreement between the City of Hattiesburg and Southern Pines Animal Shelter for the housing and shelter of stray and unwanted animals picked up by the City of Hattiesburg, for a period beginning October 1, 2017 and ending September 30, 2018.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-771

Title

Authorize Mayor to execute agreement between the City of Hattiesburg and Southern Pines Animal Shelter for the housing and shelter of stray and unwanted animals picked up by the City of Hattiesburg, for a period beginning October 1, 2017 and ending September 30, 2018.

Summary

Southern Pines Animal Shelter Agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Southern Pines Animal Shelter
1901 North 31st Avenue
Hattiesburg, MS 39401- 1221
601.544.6632
www.southernpinesanimalshelter.org

Hattiesburg Animal Control
#1 Government Plaza
Hattiesburg, MS 39401-4000

Dear Council and Mayor,

For more than 5 years, Southern Pines Animal Shelter has been proud to contract with the City of Hattiesburg to serve the pets and people within the community. During that time, Southern Pines has worked tirelessly to forge relationships locally and nationwide, to stay on the cutting edge of best practices within the industry, and to deliver life-saving programs to help keep people and pets together. **Today, Southern Pines Animal Shelter is proud to make Hattiesburg home to the largest open-admission shelter to reach no-kill status in the state of Mississippi, a status virtually unheard of in the Southeast.**

Southern Pines continues to operate as a high-level, animal welfare facility, and shelters and rescues from around the state look to Hattiesburg and Southern Pines for training, assistance, and access to key, life-saving programs. Southern Pines has also been recognized by leading, national animal welfare organizations for the progress being made in our community.

We are thankful for the long-standing support Southern Pines receives from the city of Hattiesburg. As a non-profit organization, we rely on financial support from the constituencies we serve as well as donations from the public to keep our doors open. Last year, we accepted over 6,300 pets into our care, and more than 1,630 dogs and cats came to us from the City of Hattiesburg through animal control or private citizens. Through our various programs, lost pets were reunited with their owners, sick and injured pets found medical care, and many more found new loving homes through our adoption and transport programs. Southern Pines also continues to work with our Hattiesburg Animal Control to alter and rabies vaccinate feral and free-roaming community cats in efforts to stabilize the population of healthy, vaccinated community cats in our city.

While the contract funds we receive do not financially support our low cost spay and neuter clinic, I would be remiss if I did not also mention how helpful that program has been for city residents in providing low-cost spay and neuter and wellness services, including fee-waived spay and neuter opportunities over the past several years for City of Hattiesburg residents. In September, we provided our annual free rabies vaccination day for City of Hattiesburg residents, as provided for in our current contract. Over 200 animals received free vaccinations that day. Additionally, during the summer, residents were invited to receive free vaccines protecting their pets from parvovirus and distemper. Events like these not only provide a valuable service to our community residents, but also help keep the city a safer place. Southern Pines Animal Shelter also continues to provide free assistance on animal welfare, abuse, neglect and hoarding cases at the request of law enforcement.



Southern Pines Animal Shelter
1901 North 31st Avenue
Hattiesburg, MS 39401- 1221
601.544.6632
www.southernpinesanimalshelter.org

We are proud of the success we have achieved together with the support of the city, dedicated volunteers, and a supportive community. However, with each year, the cost of this life-saving work increases. **On average, the cost of care for pets entering our facility is \$130 per animal.**

For the coming year, we are proposing the same contract services we offered last year at an annual fee of \$150,552 (paid over 12 months). This allows for an increase of \$30,000 above our normal contract model. The additional funds will allow Southern Pines to continue helping the people and pets of Hattiesburg by sustaining vital programs and services and allowing for medical care and treatments of our city's lost, homeless, and displaced pets. We appreciate your support, and together, we can continue to save the lives of pets in need.

Should you have any questions or need further information or clarification, please let me know. We look forward to serving you again this year.

Sincere regards,

Ginny Sims
Shelter Director
e-mail: director@southernpinesanimalshelter.org

Southern Pines Animal Shelter Municipal Service Contract



Prepared for the City of Hattiesburg

The following services are extended to the citizens and governing officials of Hattiesburg, MS, for the upcoming budget cycle beginning October 1, 2017, and ending September 30, 2018, upon acceptance of this Contract for Services:

1. Residents of Hattiesburg will receive a 50% discount on surrender fees of all dogs and cats surrendered to Southern Pines Animal Shelter during the 12-month term of this contract.

By contracting with Southern Pines the City of Hattiesburg benefits from the economies of scale of a large regional facility compared to the enormous cost of operating a smaller city funded animal care facility.

2. Southern Pines Animal Shelter professionals will accompany Hattiesburg law enforcement agencies on suspected animal abuse cases at their request and render their professional judgment regarding the health, safety, and humane conditions of suspected abuse cases. We will provide clarification regarding the Mississippi animal cruelty law and be available for court proceedings that result from abuse cases.

Southern Pines will provide abuse assistance to cities not under a Service Contract, but at a minimum cost of \$75 per hour per staff member with a typical charge including court appearances to average 22 man hours totaling \$1,650.00. However, in the event an animal welfare case creates a litigation situation where the Shelter is sued for its participation in fulfilling this agreement, we ask that the county agrees to defend the Shelter at no cost.

3. Southern Pines Animal Shelter will conduct one free Saturday rabies vaccination clinic run by our own clinic staff in your city during the contract period.

More than two-hundred residents attended our rabies clinic in 2016. Based on the cost of a vet visit and vaccination, this free clinic saved your residents \$16,275.

The benefits of the 50% surrender discount, the rabies clinic, and just one abuse investigation assist equals approximately \$29,205. Avoiding the expense of operating a city managed shelter easily saves another \$300,000 for a total estimated value of \$329,205 annually.

Contract becomes effective with the City Council's acceptance and Mayor's signature by October 3rd, 2017, with payment requested by October 30th, 2017.

Contract price = \$150,552

Mayor _____ Date _____

SPAS Board of Directors President _____ Date _____

Southern Pines Animal Shelter P.O. Box 2021 Hattiesburg, MS 39403 601-544-6632

Southern Pines Animal Shelter Municipal Service Contract



Prepared for the City of Hattiesburg

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By contracting with Southern Pines the City of Hattiesburg benefits from the economies of scale of a large regional facility compared to the enormous cost of operating a smaller city funded animal care facility.

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Southern Pines will provide abuse assistance to cities not under a Service Contract, but at a minimum cost of \$75 per hour per staff member with a typical charge including court appearances to average 22 man hours totaling \$1,650.00. However, in the event an animal welfare case creates a litigation situation where the Shelter is sued for its participation in fulfilling this agreement, we ask that the county agrees to defend the Shelter at no cost.

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The benefits of the 50% surrender discount, the rabies clinic, and just one abuse investigation assist equals approximately \$29,205. Avoiding the expense of operating a city managed shelter easily saves another \$300,000 for a total estimated value of \$329,205 annually.

Contract becomes effective with the City Council's acceptance and Mayor's signature by October 3rd, 2017, with payment requested by October 30th, 2017.

Contract price = \$150,552

Mayor

Date 10-3-17

SPAS Board of Directors President

Date

Southern Pines Animal Shelter P.O. Box 2021 Hattiesburg, MS 39403 601-544-6632



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-777

File ID: 2017-777

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/27/2017

Brief Title: Interlocal Agreement between City of Hattiesburg and
Forrest County for 12NET.

Final Action: 10/03/2017

Minute Book Number: MB2017-415

Title:

Authorize Mayor to execute Interlocal Agreement between the City of
Hattiesburg Police Department and Forrest County Sheriff's Office to create
the Twelfth Circuit Court Narcotics Enforcement Team (12NET) to enforce
Mississippi laws regarding controlled substances.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: Interlocal Agreement - 12NET, executed Interlocal
Agreement - 12NET

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg Police Department and Forrest County Sheriff's Office to create the Twelfth Circuit Court Narcotics Enforcement Team (12NET) to enforce Mississippi laws regarding controlled substances.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-777

Title

Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg Police Department and Forrest County Sheriff's Office to create the Twelfth Circuit Court Narcotics Enforcement Team (12NET) to enforce Mississippi laws regarding controlled substances.

Summary

Interlocal Agreement between City of Hattiesburg and Forrest County for 12NET.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**TWELFTH CIRCUIT COURT
NARCOTICS ENFORCEMENT TEAM
INTER-LOCAL AGREEMENT**

This Agreement made the _____ day of _____, 20__, by the Board of Supervisors of Forrest County, the Sheriff of Forrest County, Council for the City of Hattiesburg, the Hattiesburg Police Department, and the District Attorney's Office for the Twelfth Circuit Court District of Mississippi.

WITNESSETH

Whereas, the Board of Supervisors of Forrest County, Mississippi, the duly elected governing body of said county with the duty in law of adequately funding the operations of the Office of Sheriff, as required by Miss. CODE ANN. § 19-25-13 (1972), as amended; and

Whereas, the Sheriff of Forrest County is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within said county pursuant to Miss. CODE ANN. § 41-29-109 (1972), as amended; and

Whereas, the City Council for the City of Hattiesburg, Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding the operations of the Hattiesburg Police Department, as required by Miss. CODE ANN. § 21-21-3 (1972), as amended; and

Whereas, the Hattiesburg Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within the boundaries of the City of Hattiesburg pursuant to Miss. CODE ANN. § 41-29-109

(1972), as amended; and

Whereas, the District Attorney's Office is charged with the prosecution of felony criminal offenses in the Twelfth Circuit Court District; and

Whereas, all of the above parties find and declare that violations of the controlled substances laws within the above-named county and municipality constitute a significant portion of all felony violations committed within said county and municipality and that coordinated law enforcement by the parties, as an exercise of their police power and their duty to protect the public from criminal activity, would effectively reduce these violations, particularly those of unlawful sale, manufacture and distribution of controlled substances; and

Whereas, the above-named parties find and declare that a coordinated effort within said county and municipality to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers; and

Whereas, the parties hereto find and declare that the joint effort authorized by this Agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and hereby provide a vital service that will best serve the geographic, economic, and population factors which influence the needs and development of these communities; and

Whereas, the parties hereby state their benefits that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the

authority of the Inter-Local Cooperation Act of 1974, and Miss. CODE ANN. § 17-13-11 (1972), as amended, which requires approval by the Attorney General of an agreement executed pursuant to MISS. CODE ANN. § 17-13-1, et seq. (1972), as amended.

Now, Therefore, for and in consideration of the mutual covenants and agreements contained herein and pursuant to the authority of Miss. CODE ANN. § 17-13-1, et seq. (1972), as amended, the Board of Supervisors of Forrest County, the Sheriff of Forrest County, the Council of the City of Hattiesburg, the Hattiesburg Police Department, and the District Attorney's Office of the Twelfth Circuit Court District (also collectively or individually called Agencies or Agents) hereby agree as follows:

I. This Agreement shall take effect upon the date of approval by Attorney General of Mississippi, and shall continue in force and effect until terminated by all parties hereto. This Agreement may be modified by the parties hereto; however, any modification of this Agreement shall be approved by the Attorney General prior to implementation of the modification.

II. A. There is hereby established a joint, cooperative effort to enforce the criminal laws of the State of Mississippi regarding controlled substances in the aforementioned areas. For the purpose of this Agreement, this joint effort and personnel involved therein shall be referred to as Twelfth Circuit Court Narcotics Enforcement Team (hereinafter "12NET"). The primary objective of 12NET shall be enforcement of the Uniform Controlled Substances Law.

B. A secondary objective shall be the collection, analysis and dissemination

to authorized users of general criminal and drug intelligence. Full coordination and cooperation in the sharing of appropriate intelligence among all state, county and city agencies within the geographical area served by 12NET is encouraged.

C. 12NET shall concentrate the enforcement activities within Forrest County. Individual officers may engage in enforcement activities outside the agency by whom they are employed only if the lawful authority in the jurisdiction in which they are to operate has duly appointed such officers to be law enforcement officers within said jurisdiction, authorizing such officers to enforce the law in that jurisdiction. In addition, individual officers may not conduct law enforcement activities outside their original jurisdictions without the express approval of the Commander. The head of each law enforcement agency shall submit to the Commander a letter appointing such officers/deputies deemed appropriate by them for consideration as 12NET agents to perform duties inside the area covered by this Agreement. Individual officers will not be assigned to participate in non-Twelfth Circuit Court Narcotics Enforcement Team cases outside the jurisdiction of their employing agency.

D. 12NET shall have only the powers and authority granted the counties and cities by statute, particularly those set forth in the preamble to this Agreement, and shall have no powers or authority except that which may be granted the Agencies in the enforcement of the criminal laws regarding controlled substances.

E. The specific statutory authority vested in each party to this Agreement is MISS.CODE ANN. § 41-29-109, et seq. (1972), as amended.

III. A Commander shall be selected by the agreement of the parties hereto. The

Commander shall be responsible for preparation and delivery of all reports, collection and preservation of evidence, evidence chain of custody, documentation relating to informants, and accounting and monetary operations. The Commander shall have operational command of 12NET. The Commander shall operate pursuant to state law, and the regulations and policies of the participating agencies. The Commander shall comply with all accounting requirements imposed by law and by direction of the Auditor of the State of Mississippi.

IV. Each participating agency shall pay its own expenses.

V. A. Each participating agency shall, through its chief law enforcement officer, assign personnel to temporary, part-time or full-time duty with 12NET. Any such person assigned shall work under the immediate supervision and direction of the Commander. However, any disciplinary actions beyond dismissal from 12NET, shall be administered by the officer's parent agency. The Commander shall have authority to temporarily suspend any agent from 12NET. Final action shall be vested with the District Attorney, respective Sheriff, and respective Chief of Police.

B. All matters concerning employment compensation, wage and hour concerns under the Fair Labor Standards Act (FLSA), Workers Compensation, and any other matters relating to employer-employee relations are the sole responsibility of the employee's primary agency. Legal representation for claims arising from the performance of duties under this Agreement must come from each officer's permanent employer. Each Agency has liability insurance or is otherwise covered by the Mississippi Tort Claims Act.

C. All officers assigned to 12NET will be subject to random urinalysis

and/or polygraph testing at the discretion of the District Attorney, Sheriff, Chief of Police, or the Commander.

D. The fidelity bond of the officers assigned by the Agencies shall be paid by their Agencies. All officers must be individually named on their Agencies' bonds. Blanket bonds are not sufficient.

E. Agencies shall compensate their officers and defray their expenses while such officers operate under this contract. Officers assigned to 12NET shall receive normal compensation and expenses in the manner currently used by participating Agencies.

VI. A. The Commander shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit regulations, including procedures which may be necessary to ensure that regulations for use of funds by the participating Agencies are followed.

B. Participating Agencies may supply sums of money to be used in procuring evidence, as defined in MISS. CODE ANN. § 99-27-37 (1972), as amended, which shall be expended and accounted for. It is understood that 12NET does not have the authority to own or hold assets independently of the participating Agencies.

C. The District Attorney's Office of the Twelfth Circuit Court District shall handle all forfeitures arising from seizures made under this Agreement and shall receive 10% of said forfeitures before division plus court and publication costs. Whenever forfeiture money is involved, mailing costs, filing fees, the District Attorney's 10%, and other miscellaneous costs shall be deducted from the forfeiture proceeds. Distribution of forfeited

money shall be made as follows:

12NET INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to 12NET

20% each to the Forrest County Sheriff's Department and Hattiesburg Police Department

HATTIESBURG INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to 12NET

40% to Hattiesburg Police Department

FORREST COUNTY INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to 12NET

40% to Forrest County Sheriff's Department

Distribution of forfeited vehicles, guns or other property shall be made as follows:

All 12NET gun seizures and Hattiesburg Police Department gun seizures shall be turned over to the Forrest County Sheriff's Department to be sold at public auction with all proceeds therefrom going to 12NET to be placed in the 12NET operating fund. All 12NET vehicle seizures shall be turned over to Forrest County, Mississippi, to be utilized by 12NET in its operations, or to be sold at public auction with all proceeds therefrom going to 12NET to be placed in the 12NET operating fund. All other seizures shall go to the seizing agency, which agency shall then be responsible for all maintenance, insurance, and other costs associated with the property.

D. The allocation, distribution and timing of distributions may be amended

or changed by approval of the majority vote of 12NET members. In the event more than one agency participated in the forfeiture and the members cannot agree on the distribution of the assets, the District Attorney for the Twelfth Circuit Court District shall make the ruling on the distribution of the assets.

E. Each agency shall be responsible for maintenance of their vehicles. The use by 12NET of any existing equipment or materials owned by member agencies shall not be construed to transfer title to 12NET.

F. All news releases pertaining to 12NET enforcement activity shall be formulated by the Commander and the heads of the affected law enforcement agencies.

VII. A. Any party to this Agreement may terminate its participation in 12NET by giving notice in writing to the other parties. Such notice shall be forwarded by certified mail, return receipt requested, or by hand delivery. In the event any party hereto terminates participation in 12NET, the remaining parties may continue to operate under this Agreement.

B. No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law and under this Agreement. New law enforcement agencies may be admitted to participate in 12NET by unanimous approval of the participating agencies.

C. Any and all personal property acquired for the operation of 12NET shall be acquired in the name of and title shall vest in the party to this Agreement who shall have provided the funds with which the property was acquired. A complete inventory of the property and the owner thereof shall be maintained by the Commander. Upon termination

of this Agreement, all equipment, materials and other tangible items purchased shall be the property of the agency which provided funds for the purchase and shall be delivered to the agency within thirty (30) days after termination of this Agreement. Any property purchased with joint funds or otherwise acquired by 12NET shall, upon agreement and total dissolution of 12NET, be divided among the agencies participating in 12NET at such time according to agreement reached by the agencies. If no agreement is reached by such agencies within thirty (30) days of dissolution, then property purchased with joint funds or otherwise acquired by 12NET shall be sold and, after deducting sale costs, the proceeds shall be equally divided among the agencies participating in the Agreement. Participating Agencies may own assets which, per this Agreement, are made available for use by 12NET. The participating Agencies may jointly own some or all of the assets.

D. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the Chancery Clerk of Forrest County, and a copy of the Agreement shall be filed with the Secretary of State Department of Audit within sixty (60) days after approval. 12NET shall operate under the name Twelfth Circuit Court Narcotics Enforcement Team and shall be filed with the appropriate agencies under this name.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

Patricia W. Burchell
District Attorney
Twelfth Circuit Court District

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

President, Board of Supervisors
Forrest County

Attest:

Chancery Clerk
Forrest County

Sheriff
Forrest County

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

Mayor,
City of Hattiesburg

Attest:

Municipal Clerk
City of Hattiesburg

Chief of Police
City of Hattiesburg

**TWELFTH CIRCUIT COURT
NARCOTICS ENFORCEMENT TEAM
INTER-LOCAL AGREEMENT**

This Agreement made the 3rd day of October, 2017, by the Board of Supervisors of Forrest County, the Sheriff of Forrest County, Council for the City of Hattiesburg, the Hattiesburg Police Department, and the District Attorney's Office for the Twelfth Circuit Court District of Mississippi.

W I T N E S S E T H

Whereas, the Board of Supervisors of Forrest County, Mississippi, the duly elected governing body of said county with the duty in law of adequately funding the operations of the Office of Sheriff, as required by MISS. CODE ANN. § 19-25-13 (1972), as amended; and

Whereas, the Sheriff of Forrest County is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within said county pursuant to MISS. CODE ANN. §41-29-109 (1972), as amended; and

Whereas, the City Council for the City of Hattiesburg, Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding the operations of the Hattiesburg Police Department, as required by MISS. CODE ANN. § 21-21-3 (1972), as amended; and

Whereas, the Hattiesburg Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within the boundaries of the City of Hattiesburg pursuant to MISS. CODE ANN. § 41-29-109

(1972), as amended; and

Whereas, the District Attorney's Office is charged with the prosecution of felony criminal offenses in the Twelfth Circuit Court District; and

Whereas, all of the above parties find and declare that violations of the controlled substances laws within the above-named county and municipality constitute a significant portion of all felony violations committed within said county and municipality and that coordinated law enforcement by the parties, as an exercise of their police power and their duty to protect the public from criminal activity, would effectively reduce these violations, particularly those of unlawful sale, manufacture and distribution of controlled substances; and

Whereas, the above-named parties find and declare that a coordinated effort within said county and municipality to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers; and

Whereas, the parties hereto find and declare that the joint effort authorized by this Agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and hereby provide a vital service that will best serve the geographic, economic, and population factors which influence the needs and development of these communities; and

Whereas, the parties hereby state their benefits that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the

authority of the Inter-Local Cooperation Act of 1974, and MISS. CODE ANN. § 17-13-11 (1972), as amended, which requires approval by the Attorney General of an agreement executed pursuant to MISS. CODE ANN. § 17-13-1, et seq. (1972), as amended.

Now, Therefore, for and in consideration of the mutual covenants and agreements contained herein and pursuant to the authority of MISS. CODE ANN. § 17-13-1, et seq. (1972), as amended, the Board of Supervisors of Forrest County, the Sheriff of Forrest County, the Council of the City of Hattiesburg, the Hattiesburg Police Department, and the District Attorney's Office of the Twelfth Circuit Court District (also collectively or individually called Agencies or Agents) hereby agree as follows:

I. This Agreement shall take effect upon the date of approval by Attorney General of Mississippi, and shall continue in force and effect until terminated by all parties hereto. This Agreement may be modified by the parties hereto; however, any modification of this Agreement shall be approved by the Attorney General prior to implementation of the modification.

II. A. There is hereby established a joint, cooperative effort to enforce the criminal laws of the State of Mississippi regarding controlled substances in the aforementioned areas. For the purpose of this Agreement, this joint effort and personnel involved therein shall be referred to as Twelfth Circuit Court Narcotics Enforcement Team (hereinafter "12NET"). The primary objective of 12NET shall be enforcement of the Uniform Controlled Substances Law.

B. A secondary objective shall be the collection, analysis and dissemination

to authorized users of general criminal and drug intelligence. Full coordination and cooperation in the sharing of appropriate intelligence among all state, county and city agencies within the geographical area served by 12NET is encouraged.

C. 12NET shall concentrate the enforcement activities within Forrest County. Individual officers may engage in enforcement activities outside the agency by whom they are employed only if the lawful authority in the jurisdiction in which they are to operate has duly appointed such officers to be law enforcement officers within said jurisdiction, authorizing such officers to enforce the law in that jurisdiction. In addition, individual officers may not conduct law enforcement activities outside their original jurisdictions without the express approval of the Commander. The head of each law enforcement agency shall submit to the Commander a letter appointing such officers/deputies deemed appropriate by them for consideration as 12NET agents to perform duties inside the area covered by this Agreement. Individual officers will not be assigned to participate in non-Twelfth Circuit Court Narcotics Enforcement Team cases outside the jurisdiction of their employing agency.

D. 12NET shall have only the powers and authority granted the counties and cities by statute, particularly those set forth in the preamble to this Agreement, and shall have no powers or authority except that which may be granted the Agencies in the enforcement of the criminal laws regarding controlled substances.

E. The specific statutory authority vested in each party to this Agreement is MISS. CODE ANN. § 41-29-109, et seq. (1972), as amended.

III. A Commander shall be selected by the agreement of the parties hereto. The

Commander shall be responsible for preparation and delivery of all reports, collection and preservation of evidence, evidence chain of custody, documentation relating to informants, and accounting and monetary operations. The Commander shall have operational command of 12NET. The Commander shall operate pursuant to state law, and the regulations and policies of the participating agencies. The Commander shall comply with all accounting requirements imposed by law and by direction of the Auditor of the State of Mississippi.

IV. Each participating agency shall pay its own expenses.

V. A. Each participating agency shall, through its chief law enforcement officer, assign personnel to temporary, part-time or full-time duty with 12NET. Any such person assigned shall work under the immediate supervision and direction of the Commander. However, any disciplinary actions beyond dismissal from 12NET, shall be administrated by the officer's parent agency. The Commander shall have authority to temporarily suspend any agent from 12NET. Final action shall be vested with the District Attorney, respective Sheriff, and respective Chief of Police.

B. All matters concerning employment compensation, wage and hour concerns under the Fair Labor Standards Act (FLSA), Workers Compensation, and any other matters relating to employer-employee relations are the sole responsibility of the employee's primary agency. Legal representation for claims arising from the performance of duties under this Agreement must come from each officer's permanent employer. Each Agency has liability insurance or is otherwise covered by the Mississippi Tort Claims Act.

C. All officers assigned to 12NET will be subject to random urinalysis

and/or polygraph testing at the discretion of the District Attorney, Sheriff, Chief of Police, or the Commander.

D. The fidelity bond of the officers assigned by the Agencies shall be paid by their Agencies. All officers must be individually named on their Agencies' bonds. Blanket bonds are not sufficient.

E. Agencies shall compensate their officers and defray their expenses while such officers operate under this contract. Officers assigned to 12NET shall receive normal compensation and expenses in the manner currently used by participating Agencies.

VI. A. The Commander shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit regulations, including procedures which may be necessary to ensure that regulations for use of funds by the participating Agencies are followed.

B. Participating Agencies may supply sums of money to be used in procuring evidence, as defined in MISS. CODE ANN. § 99-27-37 (1972), as amended, which shall be expended and accounted for. It is understood that 12NET does not have the authority to own or hold assets independently of the participating Agencies.

C. The District Attorney's Office of the Twelfth Circuit Court District shall handle all forfeitures arising from seizures made under this Agreement and shall receive 10% of said forfeitures before division plus court and publication costs. Whenever forfeiture money is involved, mailing costs, filing fees, the District Attorney's 10%, and other miscellaneous costs shall be deducted from the forfeiture proceeds. Distribution of forfeited

money shall be made as follows:

12NET INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to 12NET

20% each to the Forrest County Sheriff's Department and Hattiesburg Police Department

HATTIESBURG INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to 12NET

40% to Hattiesburg Police Department

FORREST COUNTY INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to 12NET

40% to Forrest County Sheriff's Department

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All 12NET gun seizures and Hattiesburg Police Department gun seizures shall be turned over to the Forrest County Sheriff's Department to be sold at public auction with all proceeds therefrom going to 12NET to be placed in the 12NET operating fund. All 12NET vehicle seizures shall be turned over to Forrest County, Mississippi, to be utilized by 12NET in its operations, or to be sold at public auction with all proceeds therefrom going to 12NET to be placed in the 12NET operating fund. All other seizures shall go to the seizing agency, which agency shall then be responsible for all maintenance, insurance, and other costs associated with the property.

D. The allocation, distribution and timing of distributions may be amended

or changed by approval of the majority vote of 12NET members. In the event more than one agency participated in the forfeiture and the members cannot agree on the distribution of the assets, the District Attorney for the Twelfth Circuit Court District shall make the ruling on the distribution of the assets.

E. Each agency shall be responsible for maintenance of their vehicles. The use by 12NET of any existing equipment or materials owned by member agencies shall not be construed to transfer title to 12NET.

F. All news releases pertaining to 12NET enforcement activity shall be formulated by the Commander and the heads of the affected law enforcement agencies.

VII. A. Any party to this Agreement may terminate its participation in 12NET by giving notice in writing to the other parties. Such notice shall be forwarded by certified mail, return receipt requested, or by hand delivery. In the event any party hereto terminates participation in 12NET, the remaining parties may continue to operate under this Agreement.

B. No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law and under this Agreement. New law enforcement agencies may be admitted to participate in 12NET by unanimous approval of the participating agencies.

C. Any and all personal property acquired for the operation of 12NET shall be acquired in the name of and title shall vest in the party to this Agreement who shall have provided the funds with which the property was acquired. A complete inventory of the property and the owner thereof shall be maintained by the Commander. Upon termination

of this Agreement, all equipment, materials and other tangible items purchased shall be the property of the agency which provided funds for the purchase and shall be delivered to the agency within thirty (30) days after termination of this Agreement. Any property purchased with joint funds or otherwise acquired by 12NET shall, upon agreement and total dissolution of 12NET, be divided among the agencies participating in 12NET at such time according to agreement reached by the agencies. If no agreement is reached by such agencies within thirty (30) days of dissolution, then property purchased with joint funds or otherwise acquired by 12NET shall be sold and, after deducting sale costs, the proceeds shall be equally divided among the agencies participating in the Agreement. Participating Agencies may own assets which, per this Agreement, are made available for use by 12NET. The participating Agencies may jointly own some or all of the assets.

D. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the Chancery Clerk of Forrest County, and a copy of the Agreement shall be filed with the Secretary of State Department of Audit within sixty (60) days after approval. 12NET shall operate under the name Twelfth Circuit Court Narcotics Enforcement Team and shall be filed with the appropriate agencies under this name.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

Patricia W. Burchell
District Attorney
Twelfth Circuit Court District

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their
duly authorized representatives with full rights, powers and authority and on the date as set
out above:

President, Board of Supervisors
Forrest County

Attest:

Chancery Clerk
Forrest County

Sheriff
Forrest County

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their
duly authorized representatives with full rights, powers and authority and on the date as set
out above:

Mayor,
City of Hattiesburg

Attest:

Municipal Clerk
City of Hattiesburg

Chief of Police
City of Hattiesburg



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-706

File ID: 2017-706

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Paul Presley

File Created: 08/31/2017

Brief Title: FH Cloud Hosting Agreement

Final Action: 10/03/2017

Minute Book Number: MB2017-415

Title: Authorize Mayor to execute an agreement for application hosting and technology systems and services between Conduent Government Systems, LLC and Hattiesburg Fire Department.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: Conduent Government Systems, LLC, executed
Conduent Government Systems, LLC

Enactment Number:

Contact:

Meeting Date: 09/05/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	10/03/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize Mayor to execute an agreement for application hosting and technology systems and services between Conduent Government Systems, LLC and Hattiesburg Fire Department.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-706

Title

Authorize Mayor to execute an agreement for application hosting and technology systems and services between Conduent Government Systems, LLC and Hattiesburg Fire Department.

Application Hosting and Technology Support Services

Conduent Government Systems, LLC Hattiesburg Fire Department, MS

This agreement for application hosting and technology systems and services ("Agreement") is entered into by and between **Conduent Government Systems, LLC**, 12410 Milestone Center Drive, Germantown, MD 20876 ("Conduent") and **Hattiesburg Fire Department**, a government entity in the state of Mississippi, 810 N. Main Street, Hattiesburg, MS 39401 ("Client"). Conduent and Client (each individually a "party" and collectively the "parties") agree as follows:

1. **SERVICES** Conduent will provide information technology hosting and support services for Client, including all necessary application software, personnel, materials, equipment, and tools ("Services") as set forth in Schedule A (Statement of Work), which is attached to and incorporated in this Agreement. Additional information technology support services may be obtained by Client under an Amendment to this Agreement, in accordance with the provisions of Section 6 (Supplemental Services) of this Agreement.
2. **TERM** This Agreement is effective on September 1, 2017 ("Effective Date"), and will continue for a period of 11 months through December 31, 2017, unless otherwise extended or terminated by the parties, in accordance with the provisions of this Agreement ("Term").
3. **PAYMENT** Client agrees to pay Conduent for the Services in accordance with the payment provisions set forth in Schedule A. Conduent will submit an annual invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
4. **EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Conduent will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Conduent will provide receipts or other reasonable documentation.
5. **TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Conduent may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Conduent is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Conduent for payment of those taxes.
6. **SUPPLEMENTAL SERVICES** Information technology support services that are not included in the Statement of Work set forth in Schedule A may be provided to Client by Conduent through an amendment this Agreement. Conduent will assist Client to define, document, and quantify the additional services in a proposed amendment to this Agreement and modification of Schedule A (including all changes in scope and applicable payment terms) that will be prepared by Conduent and submitted to Client for review and approval. Client will be responsible for timely approval of the proposed changes to Schedule A and execution of an Amendment to this Agreement.

- 7. CONFIDENTIALITY** With respect to information relating to Client business that is confidential and clearly designated as or known by Conduent to be confidential or proprietary (“Client Confidential Information”), Conduent will instruct Conduent personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Conduent information that Conduent regards as confidential. Conduent is not required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Conduent in the course of providing the Services.
- 8. CONDUENT PROPRIETARY INFORMATION** Client agrees that Conduent methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Conduent, which may be disclosed to the Client, are confidential and proprietary information (“Conduent Confidential Information”). With respect to Conduent Confidential Information, the Client agrees keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care.
- 9. CONFIDENTIALITY EXCLUSIONS** Neither party is required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by the disclosing party; (c) is independently developed by the disclosing party outside the scope of this Agreement and without any reliance on the confidential information of the other party; or (d) is rightfully obtained by the disclosing party from third parties.
- 10. USE OF CONFIDENTIAL INFORMATION** Conduent and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and each party agrees not to disclose confidential information to any third party (other than to the employees of the other party, Conduent subcontractors, permitted consultants engaged by the Client, or as otherwise explicitly allowed under this Agreement) without the prior written consent of the other party.
- 11. SYSTEM OWNERSHIP AND USE RIGHTS** The information technology and hosting provided by Conduent under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Conduent, Conduent employees, or by the authorized agents or subcontractors of Conduent as a part of the Services, including derivative works (individually and collectively “Conduent Intellectual Property”). Conduent warrants that the Services do not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance.

Client understands and agrees that all Conduent Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement will at all times remain the property of Conduent. The Services are not considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Conduent Intellectual Property vest solely in Conduent. Client warrants that use of the Services by Client and all Client data does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance. The provisions of this Section shall survive termination of this Agreement.

- 12. DATA BACKUP** Prior to Conduent providing the Services, Client agrees to prepare and safeguard back-up copies of all data that will be used in connection with the Services. Thereafter during the Term, Conduent will be responsible for making periodic back-up copies of Client data and storing those back-up copies at a secure location. Under no circumstances will Conduent be responsible for loss or damage to Client data. If Conduent is unable to recover any or all lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data will be limited to restoring the data to the last provided daily back-up. The parties understand and agree that under no circumstances will Conduent be liable for monetary damages or set-off for loss of Client data or software loss of any Client data. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of Client-provided data for use in connection with the Services.

Conduent exercises no control over, and accepts no responsibility for, the content of the information passing through Conduent host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Client, Conduent agrees to perform regular daily backup of all Client data. Conduent will use reasonable efforts to recover any lost or corrupted data resulting from the negligence of Conduent. If Conduent is unable to recover lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data will be limited to restoring the data to the last required daily back up. In addition, Conduent and its suppliers are not liable for any temporary delay, outages, or interruptions of the Services.

- 13. OWNERSHIP, USE, AND RETURN OF CLIENT DATA** All information, records, documents, files, data, and other items relating to the business of Client (including data created or acquired by use of the Services), whether prepared by Client or Conduent or otherwise coming into the possession of Conduent in connection with performing the Services or otherwise during the term of this Agreement will remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion, if any, is set forth as a specific requirement as part of the Services set forth in Schedule A. Archival tapes containing any Client data will be used by Conduent solely for back-up purposes. Any conversion of data for porting to other applications is not included in the Services under this Agreement.

- 14. LIMITED LICENSE AND SOFTWARE WARRANTY** Conduent grants Client a limited, non-exclusive, non-transferable, revocable license throughout the Term to perform, display, transmit, participate in the transfer of Client data, and otherwise use the Conduent applications provided as part of the Services solely for the internal operations of Client, and only during the Term of the Agreement. Client will have no residual rights to the Conduent applications beyond the Term of this Agreement. Client grants Conduent the right to maintain administrative access to the Client data during the Term for purposes of performing this Agreement. Conduent represents and warrants that Conduent possesses all rights necessary to effectuate the license set forth in this Section.

The license granted under this Section does not include the right to grant sublicenses for the Conduent applications to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Conduent applications; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Conduent applications without prior written authorization by Conduent; and will not export any Conduent software applications in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

- 15. THIRD PARTY HARDWARE AND SOFTWARE** Any hardware and third-party software components provided by Conduent as part of the Services are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors, and Client understands and agrees that acceptance and use of this hardware and third-party software will be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Client authorizes Conduent to accept the terms of each license on behalf of the Client when the software is installed.

To the maximum extent allowable by each third-party commercial hardware and software vendor, Client is entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Conduent explicitly disclaims all warranties of merchantability and fitness for a particular purpose of third-party hardware and software. Conduent makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

- 16. INSURANCE AND RISK OF LOSS** If Conduent performs any of the Services on Client premises, Conduent agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Conduent will provide evidence of coverage on a standard ACORD form certificate of insurance. As of the Effective Date, each party will be responsible for risk of loss of, and damage to, any equipment, software, or other materials in its possession or under its control.

- 17. WARRANTIES** Conduent warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. Conduent does not warrant uninterrupted or error-free operation of hosting service.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONDUENT DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

- 18. INDEMNIFICATION** Conduent will indemnify and hold harmless the Client and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Client relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Conduent, its employees, contractors, or agents in connection with the performance of the Services. Conduent will have a right of contribution from Client with respect to any claim to the extent Client is responsible for contributing to the alleged injury.
- (b) Any third party claim brought against Client relating to the willful or fraudulent misconduct of Conduent, its employees, contractors, or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Client relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Conduent, its employees, subcontractors, or agents in connection with the performance of the Services.

19. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, LOST REVENUE, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF THAT PARTY UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES.

CONDUENT WILL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CONDUENT HAS SET THE PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF CONDUENT TO CLIENT FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID TO CONDUENT FOR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE CONDUENT IS NOTIFIED BY CLIENT OF ANY CLAIM.

- 20. RELATIONSHIP OF THE PARTIES** This Agreement does not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Conduent and Client are independent parties, and neither party may act as an agent for or partner of the other for any purpose except for the limited purposes specifically provided in this Agreement. Nothing in this Agreement grants to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Conduent is not restricted from performing services for others and is not bound to Client except as provided under this Agreement.
- 21. TERMINATION FOR BREACH OR DEFAULT BY CONDUENT** If Conduent materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Conduent of all sums due under this Agreement to the effective date of termination. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.
- 22. TERMINATION FOR BREACH OR DEFAULT BY CLIENT** If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in

this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Conduent may terminate this Agreement for breach. Termination by Conduent will be effective upon receipt of written notice by Client. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination at the sole expense of Client.

23. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination after not less than thirty (30) days written notice to Conduent if Client has failed to receive funds for the continued procurement of the Services; provided, that Client has made every reasonable effort to secure the necessary funding; and further provided, that no substitute arrangement is made by Client to obtain the same or similar Services from another source within six (6) months after termination. The provisions of this Section shall survive termination of this Agreement.

24. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

25. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Conduent:

Conduent Government Systems, LLC
2900 100th Street, Suite 309
Urbandale, IA 50322

Attention: Accounts Manager

To Client:

Hattiesburg Fire Department
P.O. Box 1898
Hattiesburg, MS 39403

Attention: Accounts Payable

26. FORCE MAJEURE Neither party will be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

27. HEADINGS The HEADINGS used in this Agreement are merely for reference. The HEADINGS have no independent legal meaning and impose no obligations or conditions on the parties.

- 28. DISPUTE RESOLUTION** It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within the organization of each party that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties will, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties will sequentially follow the procedures set forth below:
- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response is not required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
 - (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Conduent and the Client (or a representative of Client who has authority to act to resolve the dispute) agree to meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
 - (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.
- 29. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) will not be affected, and the remaining terms and conditions (or portions of terms or conditions) will be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
- 30. WAIVER OR FOREBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement is not be a waiver of the right of that party to demand strict compliance with the requirements of this Agreement, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement will be waived and no breach by either party will be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy does not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement does not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
- 31. ASSIGNMENT AND SUBCONTRACTING** This Agreement is binding on the parties and the successors and assigns of each party. Conduent may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Conduent. Conduent may provide for the delivery of all or part of the Services through the use of

subcontractors. Conduent will notify Client of work being performed by any subcontractor that performs work on the premises of Client and will ensure that the insurance requirements that apply to Conduent under this Agreement apply to and are complied with by each subcontractor.

32. **INJUNCTIVE RELIEF** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Conduent; or solicitation of Conduent employees or business customers may not be adequate for protection of Conduent, and accordingly Conduent has the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.
33. **CUMULATIVE REMEDIES** All remedies available to either party for breach of this Agreement by the other party are and will be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy is not be election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
34. **GOVERNING LAW** This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Mississippi without reference to the principles of conflict of laws.
35. **ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement may not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and the Client have executed this Agreement.

Conduent Government Systems, LLC

Hattiesburg Fire Department, MS

Signature

Signature

Name

Name

Title

Title

SCHEDULE A

Statement of Work

This Statement of Work is incorporated in the Agreement for Application Hosting and Technology Support Services (“Agreement”) by and between Conduent Government Systems, LLC (“Conduent”) and Hattiesburg Fire Department, MS (“Client”).

A. SCOPE OF SERVICES

1. Application Software

The Conduent applications listed below (“Applications”) are licensed for use by Client and hosted by Conduent under this Agreement. Conduent will provide Client with access to the following Firehouse™ application system modules and licenses during the Term of the Agreement:

MODULES	# of Licenses
Incident Module	8
EMS Module	8
Staff, Training and Certifications	8
Occupancy Management	8
Inventory Management	8
Hydrant Module	8
Staff Scheduling	8
CAD Monitor – Vendor	1

2. Services Provided by Conduent

- (a) Conduent software subject matter experts and network services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday, 8:00 am to noon (CST) on Saturday, (other than Conduent holidays) via toll free support number. Conduent will provide call-back and response in accordance with the following standards.

Incident Response – Classification		Rating
Nature	Crucial deadline, problem is worsening	High
	Normal operations are impaired	Medium
	Limited impact, work can be completed.	Low
Impact	System wide	High

	Multiple resources, need a workaround	Medium
	Single resource, workaround in place.	Low

SLA Standards								
Assessment		Impact			Triage	Description	Callback	IRAC ³
		H	M	L				
Nature					1	Blocker	1 Hour	2-4 Hours
	H	1	2	4	2	Critical	2 Hours	4-8 Hours
	M	2	3	5	3	Major	4 Hours	8-16 Hours
	L	4	5	5	4	Minor	16 Hours	40 Hours
					5	Trivial	40 Hours	Future

IRAC³ = Intake; Research; Analysis; Communicate

- (b) The Applications will be available and are licensed for up to the “# of Licenses” set forth in the table above. Users will be identified by Client. Access to these applications will be provided via a browser based secure connectivity to a Conduent data center facility where all programs and data will be stored and hosted.
- (c) All access to the Services will be controlled by user names and passwords issued by Conduent to Client from time to time upon request by Client. Each user name and password will be unique to each user authorized by Client to access the Services.
- (d) Client is solely responsible for the security of user names and passwords issued to Client users. Any access to the Services using Conduent-provided user names and passwords will be deemed access by Client.
- (e) All standard software upgrades will be provided to Client at no additional charge during the Term of the Agreement. Upgrades are implemented at the sole discretion of Conduent in accordance with the Conduent standard general release schedule for upgrades.
- (f) Conduent will manage and coordinate all software upgrades and file conversions (if necessary) for any Conduent directed base application enhancements or upgrades.
- (g) Software may be modified for functional requirements required by state and federal law or regulation that must be handled by or within the Applications. The Conduent Account Manager will review required changes with Client to understand the nature of the requirement and determine proper handling within or exterior to the Applications. Required modifications will be provided by Conduent as long as the modifications can reasonably be integrated into the base system architecture, as determined by Conduent. If Conduent determines that the required modifications would cause or require major changes to either the data structure or the systems base process flow architecture, Conduent will inform the Client of options, which may include additional cost in addition to the fees for Services set forth in this Agreement.

- (h) If “custom” modifications are requested by Client (items unique to the Client environment but not required by State or Federal law or regulation), Conduent will work with Client to develop detailed specifications and a cost proposal (at then current Conduent hourly rates) and schedule to complete the work. Conduent will present a quote to the Client for approval before proceeding with any work. These changes will be handled as supplemental services under Section 6 of the Agreement.
- (i) In certain circumstances or to provide specific functionality, Conduent may utilize third party application software in conjunction with Conduent software. In these instances, Conduent will inform the Client and will secure all necessary third party software licenses required to ensure proper and legal use by Client during the Term in accordance with the Agreement. Unless otherwise specifically set forth in this Agreement, Client understands and agrees that Conduent will have no responsibility for the correctness, performance, or underlying program code relating to third party software used in connection with the Services. The Conduent Account Manager will act as a liaison to the appropriate third party vendor if problems or concerns arise.
- (j) Conduent will assist with the installation of client-access software on the number of computers equal to the number of seats the Client is licensing under this Agreement. The client-access software will allow Client access to the Applications. If site-visits are requested by Client for any reason, Client agrees to enter into an amendment to this Agreement to describe the additional services to be provided and provide for compensation for Services and travel time, as well as reimbursement for travel and living expenses. Services will be billable at the then current Conduent labor rate.
- (k) Conduent will monitor the Conduent Wide Area Network communications environment and continuous operations, as well as Conduent remote data center operations and security.
- (l) The removal of spyware, adware, data mining, and other infections are outside the scope of the Services and may incur standard time/material support charges. Client will not incur any additional charges without prior written approval.

3. Hosting

- (a) Client understands that all Applications will be hosted on remote data center computers.
- (b) Conduent will maintain a remote secure data center where appropriate computer processing and wide-area network capabilities are located and Applications are hosted.
- (c) Response times experienced by authorized Client users will be maintained at reasonable levels. Response time will be monitored and tuned by Conduent data center operations staff on Conduent controlled network links, as needed. Conduent is not responsible for network performance on network segments outside of Conduent control.
- (d) All equipment located in Conduent off-site data center locations will be properly maintained by Conduent. Any maintenance or equipment upgrade required to provide the Services will be the responsibility of Conduent.
- (e) Client will provide a safe, secure, and adequate environment to house necessary Conduent-owned equipment. Client will inform Conduent if these items are damaged or not operating properly.

4. Client-Provided Equipment

- (a) All required hardware, communication infrastructure, and related software will be the responsibility of the Client.
- (b) Client will be responsible for maintaining or renewing any hardware maintenance agreements for Client-provided equipment.
- (c) The parties understand and agree that the Services will integrate and connect to Client equipment and network backbone as a part of Client's internal infrastructure.
- (d) During the Term, any upgrades, changes, or additions to Client-provided equipment or network environment that affects the Services, including connectivity with Conduent equipment or communication infrastructure, must be reviewed and approved in advance by Conduent. Any approved upgrades will be at the sole expense of Client unless otherwise agreed under an amendment to this Agreement. If Client changes inhibit the ability of Conduent to provide the Services, Conduent will work with the Client on a best effort basis to resolve the underlying technical issues. However, if the issues cannot be satisfactorily resolved, the Client will be responsible to restore the environment to the previous state where the Services can be performed.
- (e) Any expenses for maintenance, replacement, or repair, of Client owned equipment or software will be at expense of Client.

5. Client Data

- (a) Once per calendar year upon request of Client or upon termination or expiration of this Agreement for any reason, Conduent will promptly return to Client, in the format and on the media in use as of the date of the request (or the date of termination or expiration) all or any requested portion of the Client data. Client data will be returned one time only at no charge. If Client requests additional transfers, Client agrees to pay Conduent for the service at the Conduent current hourly time & materials rate.
- (b) Conversion of data for porting to other applications is not provided under this Agreement.
- (c) Conduent is authorized to view and use all reports, data, or other material prepared by it for the Client under this Agreement, but will not disclose, nor permit disclosure of, any information designated by Client as confidential, except to authorized recipients as specifically designated in writing by Client.

6. Other Client Responsibilities

- (a) Client will identify a Client Contract Administrator who will be the main contact for the Conduent Account Manager for all service delivery issues. The Client Contract Administrator will have full authority for identifying Client users and modifications related to Client financial systems.
- (b) Client will identify Client personnel in each department who will be key contacts for the Conduent support team with regard to the Applications and functions related to the Services.
- (c) Client is responsible for and controls all security on its internal Local Area Networks, central computing, and desktop computing environments.

- (d) Client is responsible for all support services (technical and user) on its owned or provided equipment and related software, as well as internal LAN, other WAN connections outside of Conduent WAN, central computing, and desktop computing environments.
- (e) Client will provide and is responsible for the internal infrastructure necessary to allow Conduent to establish secure electronic communications and access to and from the Conduent remote data center.
- (f) Client is responsible for all Client-provided equipment set-up and integration into the Client desktop and network environment.

B. PAYMENT

1. Annual Fee and Payment Schedule

Client agrees to pay Conduent the annual fee set forth in the table below:

Term	Fees
9/1/2017 – 12/31/2017	\$1,968.21
Account Reconciliation For Services Rendered February 1, 2017 through August 31, 2017	\$3,444.36

2. Invoices and Payment

- (a) Services will be invoiced in advance for the following annual cycle, and payments are due on a net thirty (30) day basis. Invoices will be submitted to:

Hattiesburg Fire Department
P.O. Box 1898
Hattiesburg, MS 39403
Attention: Accounts Payable

- (b) Each invoice will also separately state all additional applicable charges, reimbursable expenses, and taxes payable, if any.

Application Hosting and Technology Support Services

Conduent Government Systems, LLC

Hattiesburg Fire Department, MS

This agreement for application hosting and technology systems and services ("Agreement") is entered into by and between **Conduent Government Systems, LLC**, 12410 Milestone Center Drive, Germantown, MD 20876 ("Conduent") and **Hattiesburg Fire Department**, a government entity in the state of Mississippi, 810 N. Main Street, Hattiesburg, MS 39401 ("Client"). Conduent and Client (each individually a "party" and collectively the "parties") agree as follows:

- 1. SERVICES** Conduent will provide information technology hosting and support services for Client, including all necessary application software, personnel, materials, equipment, and tools ("Services") as set forth in Schedule A (Statement of Work), which is attached to and incorporated in this Agreement. Additional information technology support services may be obtained by Client under an Amendment to this Agreement, in accordance with the provisions of Section 6 (Supplemental Services) of this Agreement.
- 2. TERM** This Agreement is effective on September 1, 2017 ("Effective Date"), and will continue for a period of 11 months through December 31, 2017, unless otherwise extended or terminated by the parties, in accordance with the provisions of this Agreement ("Term").
- 3. PAYMENT** Client agrees to pay Conduent for the Services in accordance with the payment provisions set forth in Schedule A. Conduent will submit an annual invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Conduent will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Conduent will provide receipts or other reasonable documentation.
- 5. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Conduent may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Conduent is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Conduent for payment of those taxes.
- 6. SUPPLEMENTAL SERVICES** Information technology support services that are not included in the Statement of Work set forth in Schedule A may be provided to Client by Conduent through an amendment this Agreement. Conduent will assist Client to define, document, and quantify the additional services in a proposed amendment to this Agreement and modification of Schedule A (including all changes in scope and applicable payment terms) that will be prepared by Conduent and submitted to Client for review and approval. Client will be responsible for timely approval of the proposed changes to Schedule A and execution of an Amendment to this Agreement.

7. **CONFIDENTIALITY** With respect to information relating to Client business that is confidential and clearly designated as or known by Conduent to be confidential or proprietary ("Client Confidential Information"), Conduent will instruct Conduent personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Conduent information that Conduent regards as confidential. Conduent is not required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Conduent in the course of providing the Services.
8. **CONDUENT PROPRIETARY INFORMATION** Client agrees that Conduent methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Conduent, which may be disclosed to the Client, are confidential and proprietary information ("Conduent Confidential Information"). With respect to Conduent Confidential Information, the Client agrees keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care.
9. **CONFIDENTIALITY EXCLUSIONS** Neither party is required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by the disclosing party; (c) is independently developed by the disclosing party outside the scope of this Agreement and without any reliance on the confidential information of the other party; or (d) is rightfully obtained by the disclosing party from third parties.
10. **USE OF CONFIDENTIAL INFORMATION** Conduent and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and each party agrees not to disclose confidential information to any third party (other than to the employees of the other party, Conduent subcontractors, permitted consultants engaged by the Client, or as otherwise explicitly allowed under this Agreement) without the prior written consent of the other party.
11. **SYSTEM OWNERSHIP AND USE RIGHTS** The information technology and hosting provided by Conduent under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Conduent, Conduent employees, or by the authorized agents or subcontractors of Conduent as a part of the Services, including derivative works (individually and collectively "Conduent Intellectual Property"). Conduent warrants that the Services do not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance.

Client understands and agrees that all Conduent Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement will at all times remain the property of Conduent. The Services are not considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Conduent Intellectual Property vest solely in Conduent. Client warrants that use of the Services by Client and all Client data does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance. The provisions of this Section shall survive termination of this Agreement.

- 12. DATA BACKUP** Prior to Conduent providing the Services, Client agrees to prepare and safeguard back-up copies of all data that will be used in connection with the Services. Thereafter during the Term, Conduent will be responsible for making periodic back-up copies of Client data and storing those back-up copies at a secure location. Under no circumstances will Conduent be responsible for loss or damage to Client data. If Conduent is unable to recover any or all lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data will be limited to restoring the data to the last provided daily back-up. The parties understand and agree that under no circumstances will Conduent be liable for monetary damages or set-off for loss of Client data or software loss of any Client data. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of Client-provided data for use in connection with the Services.

Conduent exercises no control over, and accepts no responsibility for, the content of the information passing through Conduent host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Client, Conduent agrees to perform regular daily backup of all Client data. Conduent will use reasonable efforts to recover any lost or corrupted data resulting from the negligence of Conduent. If Conduent is unable to recover lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data will be limited to restoring the data to the last required daily back up. In addition, Conduent and its suppliers are not liable for any temporary delay, outages, or interruptions of the Services.

- 13. OWNERSHIP, USE, AND RETURN OF CLIENT DATA** All information, records, documents, files, data, and other items relating to the business of Client (including data created or acquired by use of the Services), whether prepared by Client or Conduent or otherwise coming into the possession of Conduent in connection with performing the Services or otherwise during the term of this Agreement will remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion, if any, is set forth as a specific requirement as part of the Services set forth in Schedule A. Archival tapes containing any Client data will be used by Conduent solely for back-up purposes. Any conversion of data for porting to other applications is not included in the Services under this Agreement.

- 14. LIMITED LICENSE AND SOFTWARE WARRANTY** Conduent grants Client a limited, non-exclusive, non-transferable, revocable license throughout the Term to perform, display, transmit, participate in the transfer of Client data, and otherwise use the Conduent applications provided as part of the Services solely for the internal operations of Client, and only during the Term of the Agreement. Client will have no residual rights to the Conduent applications beyond the Term of this Agreement. Client grants Conduent the right to maintain administrative access to the Client data during the Term for purposes of performing this Agreement. Conduent represents and warrants that Conduent possesses all rights necessary to effectuate the license set forth in this Section.

The license granted under this Section does not include the right to grant sublicenses for the Conduent applications to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Conduent applications; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Conduent applications without prior written authorization by Conduent; and will not export any Conduent software applications in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

- 15. THIRD PARTY HARDWARE AND SOFTWARE** Any hardware and third-party software components provided by Conduent as part of the Services are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors, and Client understands and agrees that acceptance and use of this hardware and third-party software will be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Client authorizes Conduent to accept the terms of each license on behalf of the Client when the software is installed.

To the maximum extent allowable by each third-party commercial hardware and software vendor, Client is entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Conduent explicitly disclaims all warranties of merchantability and fitness for a particular purpose of third-party hardware and software. Conduent makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

- 16. INSURANCE AND RISK OF LOSS** If Conduent performs any of the Services on Client premises, Conduent agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Conduent will provide evidence of coverage on a standard ACORD form certificate of insurance. As of the Effective Date, each party will be responsible for risk of loss of, and damage to, any equipment, software, or other materials in its possession or under its control.

- 17. WARRANTIES** Conduent warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. Conduent does not warrant uninterrupted or error-free operation of hosting service.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONDUENT DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

- 18. INDEMNIFICATION** Conduent will indemnify and hold harmless the Client and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Client relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Conduent, its employees, contractors, or agents in connection with the performance of the Services. Conduent will have a right of contribution from Client with respect to any claim to the extent Client is responsible for contributing to the alleged injury.
- (b) Any third party claim brought against Client relating to the willful or fraudulent misconduct of Conduent, its employees, contractors, or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Client relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Conduent, its employees, subcontractors, or agents in connection with the performance of the Services.

19. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, LOST REVENUE, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF THAT PARTY UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES.

CONDUENT WILL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CONDUENT HAS SET THE PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF CONDUENT TO CLIENT FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID TO CONDUENT FOR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE CONDUENT IS NOTIFIED BY CLIENT OF ANY CLAIM.

- 20. RELATIONSHIP OF THE PARTIES** This Agreement does not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Conduent and Client are independent parties, and neither party may act as an agent for or partner of the other for any purpose except for the limited purposes specifically provided in this Agreement. Nothing in this Agreement grants to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Conduent is not restricted from performing services for others and is not bound to Client except as provided under this Agreement.
- 21. TERMINATION FOR BREACH OR DEFAULT BY CONDUENT** If Conduent materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Conduent of all sums due under this Agreement to the effective date of termination. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.
- 22. TERMINATION FOR BREACH OR DEFAULT BY CLIENT** If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in

this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Conduent may terminate this Agreement for breach. Termination by Conduent will be effective upon receipt of written notice by Client. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination at the sole expense of Client.

23. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination after not less than thirty (30) days written notice to Conduent if Client has failed to receive funds for the continued procurement of the Services; provided, that Client has made every reasonable effort to secure the necessary funding; and further provided, that no substitute arrangement is made by Client to obtain the same or similar Services from another source within six (6) months after termination. The provisions of this Section shall survive termination of this Agreement.

24. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

25. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Conduent:

Conduent Government Systems, LLC
2900 100th Street, Suite 309
Urbandale, IA 50322

Attention: Accounts Manager

To Client:

Hattiesburg Fire Department
P.O. Box 1898
Hattiesburg, MS 39403

Attention: Accounts Payable

26. FORCE MAJEURE Neither party will be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

27. HEADINGS The HEADINGS used in this Agreement are merely for reference. The HEADINGS have no independent legal meaning and impose no obligations or conditions on the parties.

- 28. DISPUTE RESOLUTION** It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within the organization of each party that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties will, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties will sequentially follow the procedures set forth below:
- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response is not required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
 - (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Conduent and the Client (or a representative of Client who has authority to act to resolve the dispute) agree to meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
 - (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.
- 29. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) will not be affected, and the remaining terms and conditions (or portions of terms or conditions) will be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
- 30. WAIVER OR FOREBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement is not be a waiver of the right of that party to demand strict compliance with the requirements of this Agreement, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement will be waived and no breach by either party will be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy does not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement does not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
- 31. ASSIGNMENT AND SUBCONTRACTING** This Agreement is binding on the parties and the successors and assigns of each party. Conduent may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Conduent. Conduent may provide for the delivery of all or part of the Services through the use of

subcontractors. Conduent will notify Client of work being performed by any subcontractor that performs work on the premises of Client and will ensure that the insurance requirements that apply to Conduent under this Agreement apply to and are complied with by each subcontractor.

- 32. INJUNCTIVE RELIEF** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Conduent; or solicitation of Conduent employees or business customers may not be adequate for protection of Conduent, and accordingly Conduent has the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.
- 33. CUMULATIVE REMEDIES** All remedies available to either party for breach of this Agreement by the other party are and will be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy is not election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
- 34. GOVERNING LAW** This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Mississippi without reference to the principles of conflict of laws.
- 35. ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement may not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and the Client have executed this Agreement.

Conduent Government Systems, LLC

Hattiesburg Fire Department, MS

Signature



Signature

Name

Toby Barker

Name

Title

Mayor

Title

SCHEDULE A

Statement of Work

This Statement of Work is incorporated in the Agreement for Application Hosting and Technology Support Services ("Agreement") by and between Conduent Government Systems, LLC ("Conduent") and Hattiesburg Fire Department, MS ("Client").

A. SCOPE OF SERVICES

1. Application Software

The Conduent applications listed below ("Applications") are licensed for use by Client and hosted by Conduent under this Agreement. Conduent will provide Client with access to the following Firehouse™ application system modules and licenses during the Term of the Agreement:

MODULES	# of Licenses
Incident Module	8
EMS Module	8
Staff, Training and Certifications	8
Occupancy Management	8
Inventory Management	8
Hydrant Module	8
Staff Scheduling	8
CAD Monitor – Vendor	1

2. Services Provided by Conduent

- (a) Conduent software subject matter experts and network services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday, 8:00 am to noon (CST) on Saturday, (other than Conduent holidays) via toll free support number. Conduent will provided call-back and response in accordance with the following standards.

Incident Response – Classification		Rating
Nature	Crucial deadline, problem is worsening	High
	Normal operations are impaired	Medium
	Limited impact, work can be completed.	Low
Impact	System wide	High

	Multiple resources, need a workaround	Medium
	Single resource, workaround in place.	Low

SLA Standards								
Assessment		Impact			Triage	Description	Callback	IRAC ³
		H	M	L				
Nature	H	1	2	4	2	Blocker	1 Hour	2-4 Hours
	M	2	3	5	3	Major	4 Hours	8-16 Hours
	L	4	5	5	4	Minor	16 Hours	40 Hours
					5	Trivial	40 Hours	Future

IRAC³ = Intake; Research; Analysis; Communicate

- (b) The Applications will be available and are licensed for up to the “# of Licenses” set forth in the table above. Users will be identified by Client. Access to these applications will be provided via a browser based secure connectivity to a Conduent data center facility where all programs and data will be stored and hosted.
- (c) All access to the Services will be controlled by user names and passwords issued by Conduent to Client from time to time upon request by Client. Each user name and password will be unique to each user authorized by Client to access the Services.
- (d) Client is solely responsible for the security of user names and passwords issued to Client users. Any access to the Services using Conduent-provided user names and passwords will be deemed access by Client.
- (e) All standard software upgrades will be provided to Client at no additional charge during the Term of the Agreement. Upgrades are implemented at the sole discretion of Conduent in accordance with the Conduent standard general release schedule for upgrades.
- (f) Conduent will manage and coordinate all software upgrades and file conversions (if necessary) for any Conduent directed base application enhancements or upgrades.
- (g) Software may be modified for functional requirements required by state and federal law or regulation that must be handled by or within the Applications. The Conduent Account Manager will review required changes with Client to understand the nature of the requirement and determine proper handling within or exterior to the Applications. Required modifications will be provided by Conduent as long as the modifications can reasonably be integrated into the base system architecture, as determined by Conduent. If Conduent determines that the required modifications would cause or require major changes to either the data structure or the systems base process flow architecture, Conduent will inform the Client of options, which may include additional cost in addition to the fees for Services set forth in this Agreement.

- (h) If "custom" modifications are requested by Client (items unique to the Client environment but not required by State or Federal law or regulation), Conduent will work with Client to develop detailed specifications and a cost proposal (at then current Conduent hourly rates) and schedule to complete the work. Conduent will present a quote to the Client for approval before proceeding with any work. These changes will be handled as supplemental services under Section 6 of the Agreement.
- (i) In certain circumstances or to provide specific functionality, Conduent may utilize third party application software in conjunction with Conduent software. In these instances, Conduent will inform the Client and will secure all necessary third party software licenses required to ensure proper and legal use by Client during the Term in accordance with the Agreement. Unless otherwise specifically set forth in this Agreement, Client understands and agrees that Conduent will have no responsibility for the correctness, performance, or underlying program code relating to third party software used in connection with the Services. The Conduent Account Manager will act as a liaison to the appropriate third party vendor if problems or concerns arise.
- (j) Conduent will assist with the installation of client-access software on the number of computers equal to the number of seats the Client is licensing under this Agreement. The client-access software will allow Client access to the Applications. If site-visits are requested by Client for any reason, Client agrees to enter into an amendment to this Agreement to describe the additional services to be provided and provide for compensation for Services and travel time, as well as reimbursement for travel and living expenses. Services will be billable at the then current Conduent labor rate.
- (k) Conduent will monitor the Conduent Wide Area Network communications environment and continuous operations, as well as Conduent remote data center operations and security.
- (l) The removal of spyware, adware, data mining, and other infections are outside the scope of the Services and may incur standard time/material support charges. Client will not incur any additional charges without prior written approval.

3. Hosting

- (a) Client understands that all Applications will be hosted on remote data center computers.
- (b) Conduent will maintain a remote secure data center where appropriate computer processing and wide-area network capabilities are located and Applications are hosted.
- (c) Response times experienced by authorized Client users will be maintained at reasonable levels. Response time will be monitored and tuned by Conduent data center operations staff on Conduent controlled network links, as needed. Conduent is not responsible for network performance on network segments outside of Conduent control.
- (d) All equipment located in Conduent off-site data center locations will be properly maintained by Conduent. Any maintenance or equipment upgrade required to provide the Services will be the responsibility of Conduent.
- (e) Client will provide a safe, secure, and adequate environment to house necessary Conduent-owned equipment. Client will inform Conduent if these items are damaged or not operating properly.

4. Client-Provided Equipment

- (a) All required hardware, communication infrastructure, and related software will be the responsibility of the Client.
- (b) Client will be responsible for maintaining or renewing any hardware maintenance agreements for Client-provided equipment.
- (c) The parties understand and agree that the Services will integrate and connect to Client equipment and network backbone as a part of Client's internal infrastructure.
- (d) During the Term, any upgrades, changes, or additions to Client-provided equipment or network environment that affects the Services, including connectivity with Conduent equipment or communication infrastructure, must be reviewed and approved in advance by Conduent. Any approved upgrades will be at the sole expense of Client unless otherwise agreed under an amendment to this Agreement. If Client changes inhibit the ability of Conduent to provide the Services, Conduent will work with the Client on a best effort basis to resolve the underlying technical issues. However, if the issues cannot be satisfactorily resolved, the Client will be responsible to restore the environment to the previous state where the Services can be performed.
- (e) Any expenses for maintenance, replacement, or repair, of Client owned equipment or software will be at expense of Client.

5. Client Data

- (a) Once per calendar year upon request of Client or upon termination or expiration of this Agreement for any reason, Conduent will promptly return to Client, in the format and on the media in use as of the date of the request (or the date of termination or expiration) all or any requested portion of the Client data. Client data will be returned one time only at no charge. If Client requests additional transfers, Client agrees to pay Conduent for the service at the Conduent current hourly time & materials rate.
- (b) Conversion of data for porting to other applications is not provided under this Agreement.
- (c) Conduent is authorized to view and use all reports, data, or other material prepared by it for the Client under this Agreement, but will not disclose, nor permit disclosure of, any information designated by Client as confidential, except to authorized recipients as specifically designated in writing by Client.

6. Other Client Responsibilities

- (a) Client will identify a Client Contract Administrator who will be the main contact for the Conduent Account Manager for all service delivery issues. The Client Contract Administrator will have full authority for identifying Client users and modifications related to Client financial systems.
- (b) Client will identify Client personnel in each department who will be key contacts for the Conduent support team with regard to the Applications and functions related to the Services.
- (c) Client is responsible for and controls all security on its internal Local Area Networks, central computing, and desktop computing environments.

Application Hosting and Technology Support Services



- (d) Client is responsible for all support services (technical and user) on its owned or provided equipment and related software, as well as internal LAN, other WAN connections outside of Conduent WAN, central computing, and desktop computing environments.
- (e) Client will provide and is responsible for the internal infrastructure necessary to allow Conduent to establish secure electronic communications and access to and from the Conduent remote data center.
- (f) Client is responsible for all Client-provided equipment set-up and integration into the Client desktop and network environment.

B. PAYMENT

1. Annual Fee and Payment Schedule

Client agrees to pay Conduent the annual fee set forth in the table below:

Term	Fees
9/1/2017 – 12/31/2017	\$1,968.21
Account Reconciliation For Services Rendered February 1, 2017 through August 31, 2017	\$3,444.36

2. Invoices and Payment

- (a) Services will be invoiced in advance for the following annual cycle, and payments are due on a net thirty (30) day basis. Invoices will be submitted to:

Hattiesburg Fire Department
P.O. Box 1898
Hattiesburg, MS 39403
Attention: Accounts Payable

- (b) Each invoice will also separately state all additional applicable charges, reimbursable expenses, and taxes payable, if any.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-765

File ID: 2017-765

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/26/2017

Brief Title: Supplemental Agreement No. 1 for the Lake Forgetful Road Project.

Final Action: 10/03/2017

Minute Book Number: MB2017-415-415

Title:

Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Lake Forgetful Road Project, increasing the total contract amount \$12,344.83; Authorize Mayor to execute.

Notes: suggest adding printed names under signatures as they are not legible - might be needed for future - janet

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: CB Developers Inc. Supplement Agreement #1 Contract, executed CB Developers Inc. Supplement Agreement #1 Contract

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Lake Forgetful Road Project, increasing the total contract amount \$12,344.83; Authorize Mayor to execute.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Council Vice President Dryden recused herself for the vote on Policy Agenda items VI.-9 and VI.-10.							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-765

Title

Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Lake Forgetful Road Project, increasing the total contract amount \$12,344.83; Authorize Mayor to execute.

Summary

Supplemental Agreement No. 1 for the Lake Forgetful Road Project.

Budget Information

075695.7220.62

**LAKE FORGETFUL ROAD
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, C.B. Developers, Inc. Contractor entered into a contract with the City of Hattiesburg on the 24th Day of April 2017 for Lake Forgetful Road.

WHEREAS: It is proposed that the following item be added to the contract documents to install the sewer force main required along Lake Forgetful Road.

51	6" DR-11 IPS HDPE Sewer Force Main (Bored)	LF	433	\$38.54/LF	\$16,687.82
----	---	----	-----	------------	-------------

WHEREAS: It is proposed that the following item be deleted from the contract documents due to the addition of item number 51 as described above.

47	4" SDR26 PVC Sewer Force Main	LF	433	\$10.03	\$ 4,342.99
----	-------------------------------	----	-----	---------	-------------

Total Supplemental Agreement No. 1	\$ 12,344.83
------------------------------------	--------------

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C.B. Developers, Inc., Contractor, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 201_

C.B. Developers, Inc.

By: _____

Contractor

Witness: _____

City of Hattiesburg

By: _____

Owner

Witness: _____

**LAKE FORGETFUL ROAD
CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 1**

CITY OF HATTIESBURG

WHEREAS, We, C.B. Developers, Inc. Contractor entered into a contract with the City of Hattiesburg on the 24th Day of April 2017 for Lake Forgetful Road.

WHEREAS: It is proposed that the following item be added to the contract documents to install the sewer force main required along Lake Forgetful Road.

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------------------------------------	--------------

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C.B. Developers, Inc., Contractor, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 3rd day of October, 2017

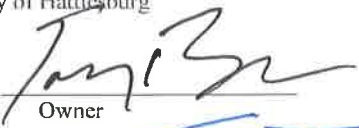
C.B. Developers, Inc.

By: 

Contractor

Witness: 

City of Hattiesburg

By: 

Owner

Witness: 



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-757

File ID: 2017-757

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/20/2017

Brief Title: Utility Easement - Jackson

Final Action: 10/03/2017

Minute Book Number: MB2017-416

Title:

Acknowledge receipt of Permanent Utility Easement from Elvin Ray Jackson and Lynda Jackson for part of Lots 3 and 4 of Block 'A' of Richburg Heights Subdivision in Forrest County, Mississippi (Tax Parcel No. 2-040C-30-016 & 017.00) for the COMSWIP Sewer Phase V project.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: Signed Easement.Jackson.1

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Acknowledge				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Acknowledge receipt of Permanent Utility Easement from Elvin Ray Jackson and Lynda Jackson for part of Lots 3 and 4 of Block 'A' of Richburg Heights Subdivision in Forrest County, Mississippi (Tax Parcel No. 2-040C-30-016 & 017.00) for the COMSWIP Sewer Phase V project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 3 - George, Carroll and Brown							
Nays: 0							
Abstain: 1 - Delgado							
Recuse: 1 - Dryden							

Yea: 3 Council Member George
Council President Carroll
Council Member Brown
Abstain: 1 Council Member Delgado
Recuse: 1 Council Vice President Dryden

Text of Legislative File 2017-757

Title

Acknowledge receipt of Permanent Utility Easement from Elvin Ray Jackson and Lynda Jackson for part of Lots 3 and 4 of Block 'A' of Richburg Heights Subdivision in Forrest County, Mississippi (Tax Parcel No. 2-040C-30-016 & 017.00) for the COMSWIP Sewer Phase V project.

Summary

Utility Easement - Jackson

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	Elvin Ray Jackson and Lynda Jackson
Department of Public Services	125 Dogwood Drive
P. O. Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone:
Account No.	Business No.

PERMANENT EASEMENT

INDEXING INSTRUCTIONS: **PART OF LOTS 3 AND 4 OF BLOCK 'A' OF
RICHBURG HEIGHTS SUBDIVISION, CITY
OF HATTIESBURG, COUNTY OF FORREST,
STATE OF MISSISSIPPI.**

Initial ER

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: COMSWIP Sewer Project Phase V
County Tax Parcel No.: 2-040C-30-016 & 017.00

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of **Three Thousand Five Hundred and NO/100 Dollars (\$3,500.00)**, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey a Permanent Easement unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described real property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

A 20.00 foot wide Utility Easement being described as being a part of Lots 3 and 4 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a 4 Inch Square Concrete Monument representing the Northwest Corner of said Lot 4, thence run N89°56'21"E along the North Line of said Lot 4 for 20.00 feet to a ½ Inch Rebar, thence run South and parallel to the West Line of said Lots 3 and 4 for 140.02 feet to a ½ Inch Rebar, thence run West for 20.00 feet to a ½ Inch Rebar representing a Point on said West Line, thence North along said West Line for 140.00 feet to the Point of Beginning, comprising **0.06 Acres (2,800 Square Feet)**, more or less.

See Exhibit "A"

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any

Initial 

Elvin Ray Jackson and Lynda Jackson
County Tax Parcel No.: 2-040C-30-016 & 017.00

other structure named herein or otherwise as may be necessary. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed sewage project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 6 day of September 2017.

Signature: Elvin Ray Jackson
Print Name: Elvin Ray Jackson

Signature: Lynda Jackson
Print Name: Lynda Jackson

Initial ER

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6th day of September, 2017, within my jurisdiction, the within named **Lynda Jackson**, who acknowledged before me that her signed, executed and delivered the above and foregoing instrument on the day and year therein as her own free and voluntary act and deed.



Shammy C. Howard
NOTARY PUBLIC
By: Davis A. Middleton D.C.

STATE OF MISSISSIPPI

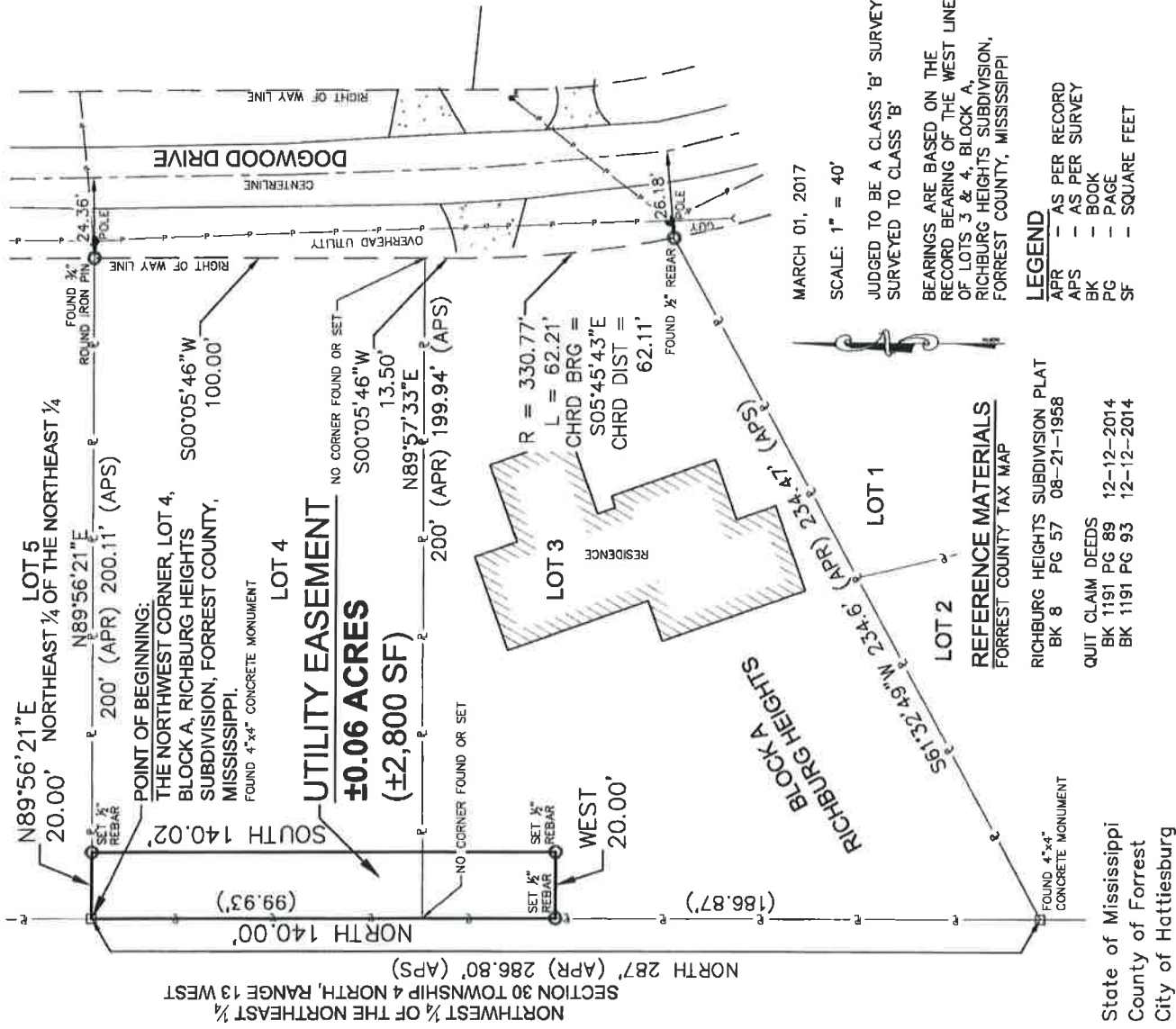
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6th day of September, 2017, within my jurisdiction, the within named **Elvin Ray Jackson**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year therein as his own free and voluntary act and deed.



Shammy C. Howard
NOTARY PUBLIC
By: Davis A. Middleton D.C.

Initial ER



This is Certify that I have made a survey of the following described parcel.

A 20.00 foot wide Utility Easement being described as being a part of Lots 3 and 4 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a 4 Inch Square Concrete Monument representing the Northwest Corner of said Lot 4, thence run N89°56'21"E along the North Line of said Lot 4 for 20.00 feet to a 1/2 Inch Rebar, thence run South and parallel to the West Line of said Lots 3 and 4 for 140.02 feet to a 1/2 Inch Rebar, thence run West for 20.00 feet to a 1/2 Inch Rebar representing a Point on said West Line, thence North along said West Line for 140.00 feet to the Point of Beginning, comprising 0.06 Acres (2,800 Square Feet), more or less.



Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973

State of Mississippi
County of Forrest
City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

A 20.00 foot wide Utility Easement being described as being a part of Lots 3 and 4 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as **Beginning** at a 4 Inch Square Concrete Monument representing the Northwest Corner of said Lot 4, thence run N89°56'21"E along the North Line of said Lot 4 for 20.00 feet to a ½ Inch Rebar, thence run South and parallel to the West Line of said Lots 3 and 4 for 140.02 feet to a ½ Inch Rebar, thence run West for 20.00 feet to a ½ Inch Rebar representing a Point on said West Line, thence North along said West Line for 140.00 feet to the **Point of Beginning**, comprising **0.06 Acres (2,800 Square Feet)**, more or less.

Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-769

File ID: 2017-769

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/26/2017

Brief Title: Permanent Utility Easement - Buckalew

Final Action: 10/03/2017

Minute Book Number: MB2017-416

Title:

Acknowledge receipt of Permanent Utility Easement from Victoria J. Buckalew and Christopher A. Buckalew for part of Lot 6 of Block 'A' of Richburg Heights Subdivision in Forrest County, Mississippi (Tax Parcel No. 2-040C-30-014.00) for the COMSWIP Sewer Phase V project.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: Signed Perm Easement.Buckalew.1

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Acknowledge				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Acknowledge receipt of Permanent Utility Easement from Victoria J. Buckalew and Christopher A. Buckalew for part of Lot 6 of Block 'A' of Richburg Heights Subdivision in Forrest County, Mississippi (Tax Parcel No. 2-040C-30-014.00) for the COMSWIP Sewer Phase V project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 3 - George, Carroll and Brown							
Nays: 0							
Abstain: 1 - Delgado							
Recuse: 1 - Dryden							
Council Vice President Dryden returned to the room following the vote.							

Yea: 3 Council Member George
Council President Carroll
Council Member Brown
Abstain: 1 Council Member Delgado
Recuse: 1 Council Vice President Dryden

Text of Legislative File 2017-769

Title

Acknowledge receipt of Permanent Utility Easement from Victoria J. Buckalew and Christopher A. Buckalew for part of Lot 6 of Block 'A' of Richburg Heights Subdivision in Forrest County, Mississippi (Tax Parcel No. 2-040C-30-014.00) for the COMSWIP Sewer Phase V project.

Summary

Permanent Utility Easement - Buckalew

Grantee, prepared by and return to:

City of Hattiesburg

Grantor Address:Victoria J. Buckalew and
Christopher A. Buckalew

Department of Public Services

123 Dogwood Drive

P. O. Box 1898

Hattiesburg, MS 39402

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540**Phone:****Account No.****Business No.**

PERMANENT EASEMENT**INDEXING INSTRUCTIONS:****PART OF LOT 6 OF BLOCK 'A' OF
RICHBURG HEIGHTS SUBDIVISION,
CITY OF HATTIESBURG, COUNTY OF
FORREST, STATE OF MISSISSIPPI.**

Initial

WJ, CBShows, Dearman and Waits, Inc.
, Consulting Engineers
Project No.: COMSWIP Sewer Project Phase V
County Tax Parcel No.: 2-040C-30-014.00

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of **Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00)**, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey a Permanent Easement unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described real property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

A 20.00 foot wide Utility Easement being described as being a part of Lot 6 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a ½ Inch Round Iron Pin representing the Southwest Corner of said Lot 6, thence run North along the West Line of said Lot 6 for 99.98 feet to a 4 Inch Square Monument representing the Northwest Corner of said Lot 6, thence run S89°59'26"E along the North Line of said Lot 6 for 20.00 feet to a ½ Inch Rebar, thence run South and parallel to said West Line for 99.97 feet to a ½ Inch Rebar representing a Point on the South Line of said Lot 6, thence run S89°58'31"W along said South Line for 20.00 feet to the Point of Beginning, comprising **0.05 Acres (1,999 Square Feet)**, more or less.

See Exhibit "A"

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any

Initial LB, CR

Victoria J. Buckalew & Christopher A. Buckalew
County Tax Parcel No.: 2-040C-30-014.00

other structure named herein or otherwise as may be necessary. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed sewage project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 18th day of September 2017.


Signature: Victoria J. Buckalew
Print Name: Victoria J. Buckalew


Signature: Christopher A. Buckalew
Print Name: Christopher A. Buckalew

Initial VB CA

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18th day of September, 2017, within my jurisdiction, the within named **Victoria J. Buckalew**, who acknowledged before me that her signed, executed and delivered the above and foregoing instrument on the day and year therein as her own free and voluntary act and deed.

(SEAL)

Lauren M. Jones
NOTARY PUBLIC



STATE OF MISSISSIPPI

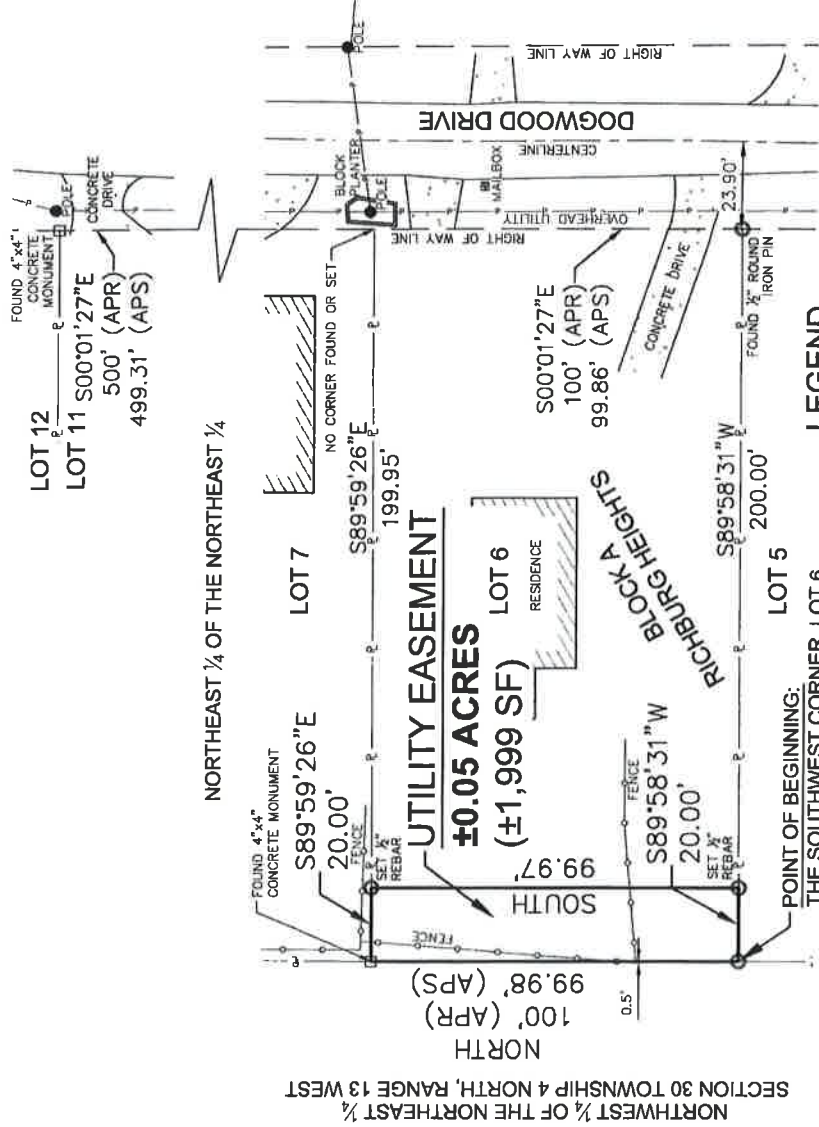
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18th day of September, 2017, within my jurisdiction, the within named **Christopher A. Buckalew**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year therein as his own free and voluntary act and deed.



Initial V. A. B.

Lauren M. Jones
NOTARY PUBLIC



REFERENCE MATERIALS
FORREST COUNTY TAX MAP

RICHBURG HEIGHTS SUBDIVISION PLAT
BK 8 PG 57 08-21-1958

WARRANTY DEED
BK 1130 PG 274 06-01-2012

State of Mississippi
County of Forrest
City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

A 20.00 foot wide Utility Easement being described as being a part of Lot 6 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a ½ Inch Round Iron Pin representing the Southwest Corner of said Lot 6, thence run North along the West Line of said Lot 6 for 99.98 feet to a 4 Inch Square Monument representing the Northwest Corner of said Lot 6, thence run S89°59'26"E along the North Line of said Lot 6 for 20.00 feet to a ½ Inch Rebar, thence run South and parallel to said West Line for 99.97 feet to a ½ Inch Rebar representing a Point on the South Line of said Lot 6, thence run S89°58'31"W along said South Line for 20.00 feet to the Point of Beginning, comprising 0.05 Acres (1,999 Square Feet), more or less.

NICHOLAS M. CONNOLLY
ENGINEER AND
LAND SURVEYOR
P.E. 12791
L.S. 2873
3/2/2017
COUNTY TAX PARCEL No. 2-040C-30-014.00
PPIN 11826

Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973

State of Mississippi
County of Forrest
City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

A 20.00 foot wide Utility Easement being described as being a part of Lot 6 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as **Beginning** at a ½ Inch Round Iron Pin representing the Southwest Corner of said Lot 6, thence run North along the West Line of said Lot 6 for 99.98 feet to a 4 Inch Square Monument representing the Northwest Corner of said Lot 6, thence run S89°59'26"E along the North Line of said Lot 6 for 20.00 feet to a ½ Inch Rebar, thence run South and parallel to said West Line for 99.97 feet to a ½ Inch Rebar representing a Point on the South Line of said Lot 6, thence run S89°58'31"W along said South Line for 20.00 feet to the **Point of Beginning**, comprising **0.05 Acres (1,999 Square Feet)**, more or less.

Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-744

File ID: 2017-744

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/12/2017

Brief Title: FTA Grant Application - Hub City Transit,
10/1/2016-9/30/2019

Final Action: 10/03/2017

Minute Book Number: MB2017-416-417

Title:

Acknowledge the submission of grant application MS-2017-006-00 to Federal Transit Administration and execution of contract for the Preventive Maintenance, Operations and Capital Assistance for Hub City Transit in the amount of \$1,958,358 (\$1,147,342 FTA Section 5307 federal funds and \$811,016 local match). This application's funding is for 10/1/2016 - 9/30/2019. (nunc pro tunc)

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: Grant Agreement MS-2017-006-00, MS-2017-006-00
Application

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Lindsay Coleman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Acknowledge the submission of grant application MS-2017-006-00 to Federal Transit Administration and execution of contract for the Preventive Maintenance, Operations and Capital Assistance for Hub City Transit in the amount of \$1,958,358 (\$1,147,342 FTA Section 5307 federal funds and \$811,016 local match). This application's funding is for 10/1/2016 - 9/30/2019.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-744

Title

Acknowledge the submission of grant application MS-2017-006-00 to Federal Transit Administration and execution of contract for the Preventive Maintenance, Operations and Capital Assistance for Hub City Transit in the amount of \$1,958,358 (\$1,147,342 FTA Section 5307 federal funds and \$811,016 local match). This application's funding is for 10/1/2016 - 9/30/2019. (nunc pro tunc)

Summary

FTA Grant Application - Hub City Transit, 10/1/2016-9/30/2019

Budget Information

Grant is for a total of \$1,958,358 (\$1,147,342 FTA Section 5307 federal funds and \$811,016 local match).

Expenditure Type

Purchasing Item

Publication Information

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-23, October 1, 2016)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: HATTIESBURG, CITY OF

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2017-006-00

Award Name: Section 5307 PM/Operations/Capital

Award Executive Summary: This grant will use Section 5307 FY16 and FY17 funds for a total amount of \$1,958,358 (\$1,147,342 federal and \$811,016 local match). It will use FY16 total \$998,409 (\$593,035 federal and \$405,374 local match). FY17 total \$959,949 (\$554,307 federal and \$405,642 local match).

Local match. Local match will come from the City receipts. These projects are programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. See attached STIP pages

This grant will fund the (1) project for Operating, Preventive Maintenance and Capital Assistance.

1. Operating Assistance
2. Preventive Maintenance
3. Rolling Stock
4. Bus Support Equipment and Facilities
5. Bus Associated Transit Improvements

Notes:

- a. Overall Start Date October 1, 2016 Overall End Date September 30, 2019
- b. Is this grant for research and development? No
- c. The City of Hattiesburg will not apply a Indirect Cost Rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Total Award Budget: \$1,958,358.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$0.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,147,342.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$811,016.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,147,342
Local			\$811,016
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,958,358

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

Project Information

Project Number	Project Title	Project Description
MS-2017-006-01-00	Section 5307 PM/Operations/Capital	This grant will use Section 5307 FY16 and FY17 funds for a total amount of \$1,958,358 (\$1,147,342 federal and \$811,016 local match). It will use FY16 total \$998,409 (\$593,035 federal and \$405,374 local match). FY17 total \$959,949 (\$554,307 federal and \$405,642 local match). Local match. Local match will come from the City receipts. These projects are programmed in the 2017-2020 STIP for Mississippi approved on October 1, 2016, and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. See attached STIP pages. This grant will fund the (1) project for Operating, Preventive Maintenance and Capital Assistance. 1. Operating Assistance 2. Preventive Maintenance 3. Rolling Stock 4. Bus Support Equipment and Facilities 5. Bus Associated Transit Improvements Notes: a. Overall Start Date October 1, 2016 Overall End Date September 30, 2019 b. Is this grant for research and development? No c. The City of Hattiesburg will not apply a Indirect Cost Rate. d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached. Attachments: STIP

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,147,342
Local			\$811,016
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,958,358

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date: 06/27/2017 11:07 AM GMT

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:
Dudley Whyte
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date: 6/30/2017 9:23 PM EDT

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant

Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Toby Barker

Mayor

HATTIESBURG, CITY OF

7/25/2017 11:19 AM EDT

Award

Federal Award Identification Number (FAIN)	MS-2017-006-00
Temporary Application Number	1108-2017-1
Award Name	Section 5307 PM/Operations/Capital
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Part 1: Recipient Information

Name: HATTIESBURG, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1108	City	CITY OF HATTIESBURG	079448130

Location Type	Address	City	State	Zip
Headquarters	200 FORREST ST	HATTIESBURG	MS	39401
Physical Address	200 FORREST ST	HATTIESBURG	MS	39401
Mailing Address	PO BOX 1898	HATTIESBURG	MS	39403

Union Information

Union Name	NO UNIONS
Address 1	N/A
Address 2	
City	N/A
State	
Zipcode	
Contact Name	N/A
Telephone	000-000-00
Fax	
E-mail	

Part 2: Award Information

Title: Section 5307 PM/Operations/Capital

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
MS-2017-006-00	Obligated / Ready for Execution	Grant	3/7/2017	3/7/2017	No

Award Executive Summary

This grant will use Section 5307 FY16 and FY17 funds for a total amount of \$1,998,160 (\$1,193,393 federal and \$804,767 local match). It will use FY16 total \$1,032,599 (\$615,371 federal and \$417,228 local match). FY17 Total \$965,561(\$571,772 federal and \$393,789 local match).

Local match. Local match will come from the City receipts. These projects are programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. See attached STIP pages

This grant will fund the (1) project for Operating, Preventive Maintenance and Capital Assistance.

1. Operating Assistance
2. Preventive Maintenance
3. Rolling Stock
4. Bus Support Equipment and Facilities
5. Bus Associated Transit Improvements

Notes:

- a. Overall Start Date October 1, 2016 Overall End Date September 30, 2019
- b. Is this grant for research and development? No
- c. The City of Hattiesburg will not apply a Indirect Cost Rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Pre-Award Authority

This award is using Pre-Award Authority.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	abigail.rivera@dot.gov			
	emmanuel.ramos@dot.gov			
Lindsay	Coleman	Grant Coordinator	grntwtr@hattiesburgms.com	601-554-1014

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,147,342
Local			\$811,016
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,958,358

Award Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2017-006-01-00	111-00 (111-A3)	BUS - ROLLING STOCK	\$60,200.00	\$25,000.00	\$85,200.00	1
MS-2017-006-01-00		11.12.04 BUY REPLACEMENT	\$60,200.00	\$25,000.00	\$85,200.00	1
MS-2017-006-01-00	114-00 (114-A4)	BUS: SUPPORT EQUIP AND FACILITIES	\$47,694.00	\$11,924.00	\$59,618.00	6
MS-2017-006-01-00		11.42.11 ACQUIRE - SUPPORT VEHICLES	\$32,000.00	\$8,000.00	\$40,000.00	1
MS-2017-006-01-00		11.43.09 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP	\$15,694.00	\$3,924.00	\$19,618.00	5
MS-2017-006-01-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	\$207,186.00	\$51,796.00	\$258,982.00	2
MS-2017-006-01-00		11.7A.00 PREVENTIVE MAINTENANCE	\$103,593.00	\$25,898.00	\$129,491.00	1
MS-2017-006-01-00		11.7A.00 PREVENTIVE MAINTENANCE	\$103,593.00	\$25,898.00	\$129,491.00	1
MS-2017-006-01-00	119-00 (119-A5)	Bus Associated Transit Improvements	\$146,622.00	\$36,656.00	\$183,278.00	16

MS-2017-006-01-00			11.93.02	CONSTRUCTION - BUS SHELTERS	\$98,182.00	\$24,544.00	\$122,726.00	8
MS-2017-006-01-00			11.93.09	CONSTRUCT ENHANCED ADA ACCESS	\$48,440.00	\$12,112.00	\$60,552.00	8
MS-2017-006-01-00	300-00 (300-A1)	OPERATING ASSISTANCE			\$685,640.00	\$685,640.00	\$1,371,280.00	2
MS-2017-006-01-00			30.09.01	UP TO 50% FEDERAL SHARE	\$342,820.00	\$342,820.00	\$685,640.00	1
MS-2017-006-01-00			30.09.01	UP TO 50% FEDERAL SHARE	\$342,820.00	\$342,820.00	\$685,640.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
MS-90-X102	MS-2017-006-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	280000	Mississippi	2014.25.90.91.2	04	Urbanized Area Formula Grants	\$143,043	\$143,043
MS-90-X102	MS-2017-006-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	280000	Mississippi	2015.25.90.91.2	04	Urbanized Area Formula Grants	\$542,597	\$542,597
MS-90-X102	MS-2017-006-01-00	Bus Associated Transit Improvements	119-00 (119)	A5	280000	Mississippi	2015.25.90.91.2	00	Urbanized Area Formula Grants	\$146,622	\$146,622
MS-90-X102	MS-2017-006-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	280000	Mississippi	2015.25.90.91.2	00	Urbanized Area Formula Grants	\$207,186	\$207,186
MS-90-X102	MS-2017-006-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A4	280000	Mississippi	2015.25.90.91.2	00	Urbanized Area Formula Grants	\$47,694	\$47,694
MS-90-X102	MS-2017-006-01-00	BUS - ROLLING STOCK	111-00 (111)	A3	280000	Mississippi	2015.25.90.91.2	00	Urbanized Area Formula Grants	\$37,190	\$37,190
MS-90-X102	MS-2017-006-01-00	BUS - ROLLING STOCK	111-00 (111)	A3	280000	Mississippi	2016.25.90.91.2	00	Urbanized Area Formula Grants	\$23,010	\$23,010

Part 3: Project Information

Project Title: Section 5307 PM/Operations/Capital

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2017-006-01-00	1108-2017-1-P4	4/13/2017	10/1/2016	10/1/2019

Project Description

This grant will use Section 5307 FY16 and FY17 funds for a total amount of \$1,998,160 (\$1,193,393 federal and \$804,767 local match). It will use FY16 total \$1,032,599 (\$615,371 federal and \$417,228 local match). FY17 Total \$965,561(\$571,772 federal and \$393,789 local match).

Local match. Local match will come from the City receipts. These projects are programmed in the 2017-2020 STIP for Mississippi approved on October 1, 2016, and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. See attached STIP pages.

This grant will fund the (1) project for Operating, Preventive Maintenance and Capital Assistance.

1. Operating Assistance
2. Preventive Maintenance
3. Rolling Stock
4. Bus Support Equipment and Facilities
5. Bus Associated Transit Improvements

Notes:

- a. Overall Start Date October 1, 2016 Overall End Date September 30, 2019
 - b. Is this grant for research and development? No
 - c. The City of Hattiesburg will not apply a Indirect Cost Rate.
 - d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.
- Attachments: STIP

Project Benefits

This project will benefit Hub City Transit and all those individuals who utilize it. With the additional bus, support vehicle, new bus shelters and upgraded HCT facility, HCT will run much more smoothly and efficiently. HCT will be able to serve more members of the community with these additions as well.

Additional Information

The EF-3 tornado that came through Hattiesburg on January 21, 2017 dismantled Hub City Transit. The tornado destroyed the transit facility and each of the buses sustained significant damage. All buses had shattered windows and three buses were thrown into a nearby creek. The destroyed bus was one of the buses thrown into the creek. Hub City Transit was inoperable for four days; Coast Transit Authority in Gulfport lent the City of Hattiesburg four buses, which allowed bus services to resume. Hub City Transit is still using three of the buses from Coast Transit Authority and is still only operating at partial service. Full service will begin hopefully in the middle of April, as the City of Hattiesburg's buses that are salvageable will be done with repairs by then.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Security

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,147,342
Local			\$811,016
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,958,358

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2017-006-01-00	111-00 (111-A3) BUS - ROLLING STOCK	\$60,200.00	\$25,000.00	\$85,200.00	1
MS-2017-006-01-00	11.12.04 BUY REPLACEMENT	\$60,200.00	\$25,000.00	\$85,200.00	1
MS-2017-006-01-00	114-00 (114-A4) BUS: SUPPORT EQUIP AND FACILITIES	\$47,694.00	\$11,924.00	\$59,618.00	6
MS-2017-006-01-00	11.42.11 ACQUIRE - SUPPORT VEHICLES	\$32,000.00	\$8,000.00	\$40,000.00	1
MS-2017-006-01-00	11.43.09 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP	\$15,694.00	\$3,924.00	\$19,618.00	5
MS-2017-006-01-00	117-00 (117-A2) OTHER CAPITAL ITEMS (BUS)	\$207,186.00	\$51,796.00	\$258,982.00	2
MS-2017-006-01-00	11.7A.00 PREVENTIVE MAINTENANCE	\$103,593.00	\$25,898.00	\$129,491.00	1
MS-2017-006-01-00	11.7A.00 PREVENTIVE MAINTENANCE	\$103,593.00	\$25,898.00	\$129,491.00	1

MS-2017-006-01-00	119-00 (119-A5)	Bus Associated Transit Improvements		\$146,622.00	\$36,656.00	\$183,278.00	16
MS-2017-006-01-00		11.93.02 CONSTRUCTION - BUS SHELTERS		\$98,182.00	\$24,544.00	\$122,726.00	8
MS-2017-006-01-00		11.93.09 CONSTRUCT ENHANCED ADA ACCESS		\$48,440.00	\$12,112.00	\$60,552.00	8
MS-2017-006-01-00	300-00 (300-A1)	OPERATING ASSISTANCE		\$685,640.00	\$685,640.00	\$1,371,280.00	2
MS-2017-006-01-00		30.09.01 UP TO 50% FEDERAL SHARE		\$342,820.00	\$342,820.00	\$685,640.00	1
MS-2017-006-01-00		30.09.01 UP TO 50% FEDERAL SHARE		\$342,820.00	\$342,820.00	\$685,640.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

The funds budgeted for PM will cover the maintenance of HCT fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet for FY 2016 October 1, 2016 through September 30, 2017. MDOT STIP, FTA 5307 program, page 244.

-No major capital items over \$5000 are anticipated for purchase.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$103,593
Local			\$25,898
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$129,491

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2016	Start Date.

End Date	9/30/2017	End Date.
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Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description
 Operating Assistance for FY2017 - October 1, 2017 through September 30, 2018. Operating Assistance (50/50) for City of Hattiesburg Hub City Transit public transit provider. The funds budgeted for operations will cover the costs to operate, maintain and manage the transit and paratransit system. These expenses include the costs such as driver salaries and fuel. Operating service will be completed by Hub City Transit. MDOT STIP, FTA 5307 program, page 243.

Will 3rd Party contractors be used to fulfill this activity line item?
 No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$342,820
Local			\$342,820
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$685,640

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	Start Date.
End Date	9/30/2018	End Date.

Budget Activity Line Item: 11.43.09 - CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.09	CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP	CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL	5

Extended Budget Description
 These bus security cameras will be placed in vehicles (buses). This ALI satisfies the §5307 safety/security 1% requirement. These cameras have 5 years useful life.

Will 3rd Party contractors be used to fulfill this activity line item?
 Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$15,694
Local			\$3,924
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$19,618

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	10/2/2017	RFP Issued
Contract Complete	9/30/2019	Contract Complete.
Contract Award	1/9/2018	Contract Awarded.

Budget Activity Line Item: 11.93.09 - CONSTRUCT ENHANCED ADA ACCESS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.93.09	CONSTRUCT ENHANCED ADA ACCESS	CONSTRUCTION	8

Extended Budget Description

Construction of ADA accessible/compliant bus shelters. Useful for life of 10 years.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$48,440
Local			\$12,112
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$60,552

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	12/1/2017	Construct enhanced ADA Accessible/compliant 8 bus shelters to place on fixed route service expansion.
Contract Award	2/5/2018	Contract Awarded.
Contract Complete	8/31/2018	Contract Complete.

Budget Activity Line Item: 11.93.02 - CONSTRUCTION - BUS SHELTERS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.93.02	CONSTRUCTION - BUS SHELTERS	CONSTRUCTION	8

Extended Budget Description

Construction of 8 standard bus shelters. Useful for life of 10 years.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$98,182
Local			\$24,544
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$122,726

Milestone Name	Est. Completion Date	Description
RFB/IFB Issued	12/1/2017	Construct 8 bus shelters to place on fixed route service expansion.
Contract Complete	8/31/2018	Contract Completed.
Contract Award	2/5/2018	Contract Awarded.

Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description

Purchase of one fleet support vehicle, a regular van. Useful life of 4 years or 100,000 miles.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$32,000
Local			\$8,000
Local/In-Kind			\$0

State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$40,000

Milestone Name	Est. Completion Date	Description
Contract Award Date	2/1/2018	Contract Awarded.
Initial Delivery Date	7/1/2018	Estimated delivery.
RFP/IFB Issue Date	11/1/2017	Procurement through Request for Bid or State Procurement Process to purchase one fleet support vehicle.
Final Delivery Date	8/31/2018	All vehicles delivered.
Contract Completion Date	10/1/2018	Contract complete; all vehicles delivered.

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description
 Procurement through Request for Bid or State Procurement process for the purchase of one 27' ADA Accessible replacement bus for a 27' bus destroyed in the January 21, 2017 tornado in Hattiesburg, Mississippi.

The vehicle being replaced as well as the replacement bus is a medium-size, medium-duty transit bus. Useful life of both the new vehicle and the replacement bus is at least seven years or an accumulation of at least 250,000 miles. Vehicle being replaced is a 27' International bus and is under disposition.

Total cost of replacement vehicle is \$125,000. \$39,800 in federal proceeds is shown in the adjustment amount. Local share is 20% or \$25,000. Total federal funding for this new vehicle is 80% or \$100,000. Subtracting the remaining federal interest from the federal funding amount of the new bus leaves \$60,200 as the remaining federal share of the new replacement bus. (\$100,000-39,800=\$60,200). FTA Concurrence Letter is attached to application.

Type of vehicle size - 27'
 Year - 2013
 VIN - 4DRASSKM6DJ650358
 Mileage - 109,530
 Vehicles being replaced vehicle will be disposed of - at an auction
 Name of vehicle being replaced - International

Will 3rd Party contractors be used to fulfill this activity line item?
 Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Diesel Fuel	New	27 feet

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$60,200

Local			\$25,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$85,200

Milestone Name	Est. Completion Date	Description
Contract Award Date	2/1/2018	Contract Awarded.
Final Delivery Date	8/31/2018	All vehicles delivered.
Contract Completion Date	10/1/2018	Contract complete; all vehicles delivered.
RFP/IFB Issue Date	11/1/2017	Procurement through Request for Bid or State Procurement process to purchase 1 ADA Accessible bus less than 30 feet.
Initial Delivery Date	7/2/2018	Estimated Delivery.

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

The funds budgeted for PM will cover the maintenance of HCT fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet for FY 2017 October 1, 2017 through September 30, 2018. MDOT STIP, FTA 5307 program, page 244.

-No major capital items over \$5000 are anticipated for purchase.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$103,593
Local			\$25,898
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$129,491

Milestone Name	Est. Completion Date	Description
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Start Date	10/1/2017	Start Date.
End Date	9/30/2018	End Date.

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

Operating Assistance for FY2018 - October 1, 2018 through September 30, 2019. Operating Assistance (50/50) for City of Hattiesburg Hub City Transit public transit provider. The funds budgeted for operations will cover the costs to operate, maintain and manage the transit and paratransit system. These expenses include the costs such as driver salaries and fuel. MDOT STIP, FTA 5307 program, page 243. Operating service will be completed by Hub City Transit.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$342,820
Local			\$342,820
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$685,640

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2019	Start Date.
End Date	9/30/2018	End Date.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$342,820.00	\$685,640.00

Finding: Class II(c) - Categorical Exclusions (C-List)
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Class Level Description
 Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	\$103,593.00	\$129,491.00

Finding: Class II(c) - Categorical Exclusions (C-List)
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Class Level Description
 Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

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Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT	1	\$60,200.00	\$85,200.00

Finding: Class II(c) - Categorical Exclusions (C-List)**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	1	\$32,000.00	\$40,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 09: Assembly or construction of facilities that is consistent with existing land use and zoning requirements (including floodplain regulations) and uses primarily land disturbed for transportation use, such as: buildings and associated structures; bus transfer stations or intermodal centers; busways and streetcar lines or other transit investments within areas of the right-of-way occupied by the physical footprint of the existing facility or otherwise maintained or used for transportation operations; and parking facilities.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Bus Associated Transit Improvements (119-00)	11.93.02	CONSTRUCTION - BUS SHELTERS	8	\$98,182.00	\$122,726.00

Finding: Class II(c) - Categorical Exclusions (C-List)**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 09: Assembly or construction of facilities that is consistent with existing land use and zoning requirements (including floodplain regulations) and uses primarily land disturbed for transportation use, such as: buildings and associated structures; bus transfer stations or intermodal centers; busways and streetcar lines or other transit investments within areas of the right-of-way occupied by the physical footprint of the existing facility or otherwise maintained or used for transportation operations; and parking facilities.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Bus Associated Transit Improvements (119-00)	11.93.09	CONSTRUCT ENHANCED ADA ACCESS	8	\$48,440.00	\$60,552.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.09	CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP	5	\$15,694.00	\$19,618.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$342,820.00	\$685,640.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	\$103,593.00	\$129,491.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 4/14/2017

Please read each comment carefully and address: DO NOT RE TRANSMIT THIS GRANT TO ME....you will need to notify me when all the items have been addressed through email.

Comment Please delete the words
Application Name Hub City Transit Operating, Preventive Maintenance and Capital Assistance

Application Executive Summary Please format the Executive Summary as follows:

This grant is for Section 5307 using the remaining balance of FY16 and 7/12 of the FY17 funds for a total amount of \$2,468,111 (\$1,569,354 federal and \$898, 757 local match). FY16 total \$\$\$\$ (\$\$\$ federal and \$\$\$ local match). FY17 Total \$\$\$ (\$\$ federal and \$\$\$ Local match. Local match will come from the City receipts.

These projects are programmed in the Mississippi 2017-2020 STIP approved on ??? and Amended for Hattiesburg-Petal-Forrest-Lamar on ????. See attached STIP pages.

The City of Hattiesburg, Mississippi is applying for its FY 16 and FY17 7-month Apportionment of Section 5307 MAP 21 funds in the FY 16 amount of \$997,582 and FY 17 amount of \$571,772. This grant is for a total of \$2,468,111 (\$1,569,354 federal and \$898, 757 local match). Source of local funds are City receipts. The funds are programmed in the 2017-2020 Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) TIP, approved on October 26, 2016. FTA and FHWA jointly approved these projects as part of the HPFL-MPO TIP as part of Mississippi's STIP on October 1, 2016. See attached STIP pages.

This application will support the continuation of transit service in the Hattiesburg UZA. All funds will be applied towards eligible operating and capital activities as prescribed in the FTA Urban Formula program grant award.

This grant will fund the (1) Project for Capital, Preventive Maintenance and Operation Lindsay this section is developed w/o details. Remove the details. All details to a project belong under the pertinent ALI's Extended Budget Description.

Under this section you really only have 5 Projects...You count your Scopes not ALIs
1. Operating Assistance – Total amount of \$1,371,280 (\$685,640 Federal Share and \$685,640 Local Match). MDOT STIP, FTA 5307 program, page 243; Federal grant funds will support the continuation of transit services for January 1, 2018 through December 31, 2019.

2. Preventive Maintenance – Total amount of \$258,984 (\$207,187 Federal Share and \$51,797 Local Match). MDOT STIP, FTA 5307 program, page 244; Federal grant funds will provide for preventive maintenance of HCT fleet for fixed route and paratransit service for January 1, 2018 through December 31, 2019.

3. Rolling Stock – Total amount of \$125,000 (\$106,250 Federal Share and \$18,750 Local Match). MDOT STIP, FTA 5307 program, page 247; Federal grant funds will provide for the purchase of one bus to replace the bus destroyed by the January 21, 2017 tornado in Hattiesburg, Mississippi.

4. Bus Support Equipment and Facilities – Total amount of \$40,000 (\$32,000 Federal Share and \$8,000 Local Match). MDOT STIP, FTA 5307 program, page 248; Federal grant funds will provide for the purchase of one support vehicle for HCT. You do not need 2 of the same SCOPES (same name) Every project will have a SCOPE and an ALI. Under the SCOPE you will put similar projects. Please use this link to download the most current SCOPE and ALI tree for your information
<https://www.transit.dot.gov/funding/grantee-resources/scope-activity-line-codes/scope-activity-line-codes>

5. Bus Support Equipment and Facilities – Total amount of \$19,618 (\$15,694 Federal Share and \$3,924 Local Match). Federal grant funds will be used for security/surveillance purposes for HCT. Remove this it is mentioned already in #4

6. Bus Support Equipment and Facilities – Total amount of \$469,951 (\$375,961 Federal Share and \$93,990 Local Match). MDOT STIP FTA 5307 program, page 250. Federal grant funds will be used for the construction to rebuild the existing Admin/Maintenance Facility damaged in the January 21, 2017 tornado. This project was originally scheduled to be a rehabilitation of the existing facility, but due to the damage caused by the tornado, it has now changed to a rebuild of the entire facility.

7. Bus Associated Transit Improvements – Total amount of \$122,726 (\$98,182 Federal Share and \$24,544 Local Match). MDOT STIP, FTA 5307 program, page 246; Federal grant funds will provide for the construction of 8 bus shelters for HCT service.

8. Bus Associated Transit Enhancements – Total amount of \$60,552 (\$48,440 Federal Share and \$12,112 Local Match). MDOT STIP, FTA 5307, page 246; Federal grant funds will be used for the construction of ADA accessible/compliant bus shelters. Remove this you already mentioned this in #7
You must correct the number of Projects you really have. Because you are duplicating the name of the projects you cannot develop your budget with the Scopes and ALIs correctly.

You are missing 4 requirements at the end of the Executive Summary:

Overall Start Date

Overall End Date

Is this grant is for research and development.

Will Hattiesburg apply for Indirect Cost Rate t

Is Hattiesburg a Designated Recipient or Direct Recipient

Attachments:

STIP

PART 2 APPLICATION INFORMATION AND PART 3 PROJECT INFORMATION Are to be mirror copies of each other. (in the next round of Trams come this November this format will change. However, for now please provide the changes to PART 3 That you do in PART 2 Lindsay the name of the game is to be brief, concise and to the point. No long run on paragraphs...

11.43.09 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP

Extended Budget Description Lindsay you have different ALI items to purchase. You must break each one out with their costs and useful life. Provide the correct ALIs. TIP: When you begin to develop your grant list out every single item you will purchase and fund. This will help you organize the items under the correct SCOPES AND ALIs.

Bus security cameras This ALI satisfies the §5307 safety/security 1% requirement.

Onboard emergency response equipment, I have no idea what this is exactly...-

shelter lighting – This should go under the Associated Transit Enhancements

facility fencing. – This goes under a completely different SCOPE and ALI - you must call the Environmental Specialist at our Office, Mr. Stanley Mitchell (404) 865-5643 stanley.a.mitchell@dot.gov, or Ms. Carrie Walker (404) 865 5645 julia.walker@dot.gov and describe the scope of your project. Anything that involves any type of construction must have the ok of the Environmental Office. This activity will most probably be a Categorical Exclusion. But it must be briefly concisely describe.

PLEASE COMPELTE THE DESCRIPTION OF EACH ALI...WHAT WILL BE COMPLETED

Milestone Name Est. Completion Date Description
RFP/IFB Issued 1/1/2018
Contract Complete 12/31/2019
Contract Award 4/5/2018

11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY

You must contact the environmental specialist and provide a description of what will be done. All construction must have Environmental Approval. You cannot receive funding till you have the environmental ok..... You must list out (briefly) what the construction consists of..... If this is major construction you may need to remove this item from the list till you get the environmental approval. However, you won't know this till you submit the description and discuss with the Environmental Specialist.

Once you have their concurrence you will need to attach the email or documentation to the grant.

11.93.09 CONSTRUCT ENHANCED ADA ACCESS

Please provide useful life for any item over \$5000.

11.93.02 CONSTRUCTION - BUS SHELTERS

Please provide useful life for any item over \$5000.

11.42.11 ACQUIRE - SUPPORT VEHICLES

All vehicle purchases will require 5 MILESTONES

Milestone Name Est. Completion Date

Start Date 1/15/2018

End Date 9/24/2018

SEE THE FOLLOWING EXAMPLE

Milestone Name Est. Completion Date Description

RFP/IFB Issue Date 1/1/2017 State Contract

Contract Award Date 1/17/2017 Contract Awarded to Vendor State Contract

Initial Delivery Date 12/31/2017 Estimated Delivery

Final Delivery Date 1/31/2018 All vehicles delivered

Contract Completion Date 1/31/2018 Contract complete; all vehicles delivered

11.12.04 BUY REPLACEMENT

Include in the type of vehicle the size, You need the 5010 Circular that gives you the different vehicle sizes

Please list the year, VIN # and mileage of the vehicles being replaced.
State how the replaced vehicle/s will be disposed of.

Provide the 5 description for each MILESTONES

11.7A.00 PREVENTIVE MAINTENANCE

Preventive Maintenance can only be use for the current year or the prior year. Break out the use of the funds in this format:

FY 17 October 1, 2017– September 30, 2018

Or FY 16 October 1, 2016 -September 30, 2017.

Description or details go under the Extended Budget Description. The milestones should only state briefly what action will occur/complete during that time. Please remove all the verbiage and put it under the Extended Budget Description

Milestone Name Est. Completion Date Description

Start Date 1/1/2018 Preventive Maintenance (80/20) for City of Hattiesburg Hub City Transit (HCT) public transit provider. The funds budgeted for PM will cover the maintenance of HCT fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet. Expenditure timeline January 1, 2018 – December 31, 2019.

30.09.01 UP TO 50% FEDERAL SHARE

Please provide the correct period of time that these funds will be used for ...use the example of the Preventive Maintenance above.
State what the fundss will be used for briefly...

LAST COMMENTS ENVIRONMENTAL FINDINGS (EF)

Once you have corrected SCOPES, ALIS and verbiage. You can then do your EFs
There should be one EF for each ALI...

Do not re-transmit this grant....Notify me when all items have been addressed. I recommend that you use this list and every time you address the issue put "DONE" next to my comment

Comment By Lindsay Coleman

Comment Type Application Details

Date 4/20/2017

Dear Abigail,

Comment I have made the corrections you sent in our application on TRAMS. I included your notes in this email with DONE next to what I have completed. I am working on completing the environmental review and will send to Julia Carter shortly; I am aware of

the upcoming deadline. The FY17 Certifications and Assurances form has now been electronically signed and uploaded.

Sincerely,
Lindsay Coleman

Please delete the words Application Name Hub City Transit Operating, Preventive Maintenance and Capital Assistance Application Executive Summary DONE- I tried to delete the application name but the TRAMS system said I was required to have one and wouldn't allow me to delete this. I am unsure of where else in the application you would like this to be deleted.

Please format the Executive Summary as follows: This grant is for Section 5307 using the remaining balance of FY16 and 7/12 of the FY17 funds for a total amount of \$2,468,111 (\$1,569,354 federal and \$898, 757 local match). FY16 total \$\$\$\$ (\$\$\$ federal and \$\$\$ local match). FY17 Total \$\$\$ (\$\$ federal and \$\$\$ Local match. Local match will come from the City receipts. These projects are programmed in the Mississippi 2017-2020 STIP approved on ??? and Amended for Hattiesburg-Petal-Forrest-Lamar on ????. See attached STIP pages. DONE

The City of Hattiesburg, Mississippi is applying for its FY 16 and FY17 7-month Apportionment of Section 5307 MAP 21 funds in the FY 16 amount of \$997,582 and FY 17 amount of \$571,772. This grant is for a total of \$2,468,111 (\$1,569,354 federal and \$898, 757 local match). Source of local funds are City receipts. The funds are programmed in the 2017-2020 Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) TIP, approved on October 26, 2016. FTA and FHWA jointly approved these projects as part of the HPFL-MPO TIP as part of Mississippi's STIP on October 1, 2016. See attached STIP pages. DONE

This application will support the continuation of transit service in the Hattiesburg UZA. All funds will be applied towards eligible operating and capital activities as prescribed in the FTA Urban Formula program grant award. DONE

This grant will fund the (1) Project for Capital, Preventive Maintenance and Operation Lindsay this section is developed w/o details. Remove the details. All details to a project belong under the pertinent ALI's Extended Budget Description. DONE

Under this section you really only have 5 Projects...You count your Scopes not ALIs
DONE

1. Operating Assistance – Total amount of \$1,371,280 (\$685,640 Federal Share and \$685,640 Local Match). MDOT STIP, FTA 5307 program, page 243; Federal grant funds will support the continuation of transit services for January 1, 2018 through December 31, 2019. DONE

2. Preventive Maintenance – Total amount of \$258,984 (\$207,187 Federal Share and \$51,797 Local Match). MDOT STIP, FTA 5307 program, page 244; Federal grant funds will provide for preventive maintenance of HCT fleet for fixed route and paratransit service for January 1, 2018 through December 31, 2019. DONE

3. Rolling Stock – Total amount of \$125,000 (\$106,250 Federal Share and \$18,750 Local Match). MDOT STIP, FTA 5307 program, page 247; Federal grant funds will provide for the purchase of one bus to replace the bus destroyed by the January 21, 2017 tornado in Hattiesburg, Mississippi. DONE

4. Bus Support Equipment and Facilities – Total amount of \$40,000 (\$32,000 Federal Share and \$8,000 Local Match). MDOT STIP, FTA 5307 program, page 248; Federal grant funds will provide for the purchase of one support vehicle for HCT. You do not need 2 of the same SCOPES (same name) Every project will have a SCOPE and an ALI. Under the SCOPE you will put similar projects. Please use this link to download the most current SCOPE and ALI tree for your information
<https://www.transit.dot.gov/funding/grantee-resources/scope-activity-line-codes/scope-activity-line-codes>
DONE

5. Bus Support Equipment and Facilities – Total amount of \$19,618 (\$15,694 Federal Share and \$3,924 Local Match). Federal grant funds will be used for security/surveillance purposes for HCT. Remove this it is mentioned already in #4
DONE

6. Bus Support Equipment and Facilities – Total amount of \$469,951 (\$375,961 Federal Share and \$93,990 Local Match). MDOT STIP FTA 5307 program, page 250. Federal grant funds will be used for the construction to rebuild the existing Admin/Maintenance Facility damaged in the January 21, 2017 tornado. This project was originally scheduled to be a rehabilitation of the existing facility, but due to the damage caused by the tornado, it has now changed to a rebuild of the entire facility. DONE

7. Bus Associated Transit Improvements – Total amount of \$122,726 (\$98,182 Federal Share and \$24,544 Local Match). MDOT STIP, FTA 5307 program, page 246; Federal grant funds will provide for the construction of 8 bus shelters for HCT service. DONE

8. Bus Associated Transit Enhancements – Total amount of \$60,552 (\$48,440 Federal Share and \$12,112 Local Match). MDOT STIP, FTA 5307, page 246; Federal grant funds will be used for the construction of ADA accessible/compliant bus shelters. Remove this you already mentioned this in #7 You must correct the number of Projects you really have. Because you are duplicating the name of the projects you cannot develop your budget with the Scopes and ALIs correctly. DONE

You are missing 4 requirements at the end of the Executive Summary: DONE
Overall Start Date Overall End Date DONE
Is this grant is for research and development. DONE
Will Hattiesburg apply for Indirect Cost Rate DONE
Is Hattiesburg a Designated Recipient or Direct Recipient DONE
Attachments: STIP *****

PART 2 APPLICATION INFORMATION AND PART 3 PROJECT INFORMATION Are to be mirror copies of each other. (in the next round of Trams come this November this format will change. However, for now please provide the changes to PART 3 That you do in PART 2 Lindsay the name of the game is to be brief, concise and to the point. No long run on paragraphs... DONE

11.43.09 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP DONE

Extended Budget Description Lindsay you have different ALI items to purchase. You must break each one out with their costs and useful life. Provide the correct ALIs. TIP: When you begin to develop your grant list out every single item you will purchase and fund. This will help you organize the items under the correct SCOPES AND ALIs. DONE

Bus security cameras This ALI satisfies the §5307 safety/security 1% requirement.
DONE

Onboard emergency response equipment, I have no idea what this is exactly...-
shelter lighting – This should go under the Associated Transit Enhancements
facility fencing. – DONE

This goes under a completely different SCOPE and ALI - you must call the
Environmental Specialist at our Office, Mr. Stanley Mitchell (404) 865-5643
stanley.a.mitchell@dot.gov, or Ms. Carrie Walker (404) 865 5645 julia.walker@dot.gov
and describe the scope of your project. Anything that involves any type of construction
must have the ok of the Environmental Office. This activity will most probably be a
Categorical Exclusion. But it must be briefly concisely describe. DONE

PLEASE COMPELTE THE DESCRIPTION OF EACH ALI...WHAT WILL BE
COMPLETED Milestone Name Est. Completion Date Description RFP/IFB Issued
1/1/2018 Contract Complete 12/31/2019 Contract Award 4/5/2018 DONE

11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY You must contact the environmental
specialist and provide a description of what will be done. All construction must have
Environmental Approval. You cannot receive funding till you have the environmental
ok..... You must list out (briefly) what the construction consists of..... If this is major
construction you may need to remove this item from the list till you get the
environmental approval. However, you won't know this till you submit the description
and discuss with the Environmental Specialist. Once you have their concurrence you
will need to attach the email or documentation to the grant. I have talked with Julia
Carter and we are working on getting this complete. I will edit this section again once I
submit and hear back from Julia Carter. Done for now.

11.93.09 CONSTRUCT ENHANCED ADA ACCESS DONE
Please provide useful life for any item over \$5000. – 10 years

11.93.02 CONSTRUCTION - BUS SHELTERS DONE
Please provide useful life for any item over \$5000. – 10 years

11.42.11 ACQUIRE - SUPPORT VEHICLES DONE
All vehicle purchases will require 5 MILESTONES
Milestone Name Est.
Completion Date
Start Date 1/15/2018
End Date 9/24/2018

SEE THE FOLLOWING EXAMPLE
Milestone Name Est. Completion Date Description
RFP/IFB Issue Date 1/1/2017 State Contract
Contract Award Date 1/17/2017 Contract Awarded to Vendor State Contract
Initial Delivery Date 12/31/2017 Estimated Delivery
Final Delivery Date 1/31/2018 All vehicles delivered
Contract Completion Date 1/31/2018 Contract complete; all vehicles delivered

11.12.04 BUY REPLACEMENT DONE
Include in the type of vehicle the size, 27'
Please list the year, - 2013
VIN # 4DRASSKM6DJ650358
and mileage of the vehicles being replaced – 109,530
State how the replaced vehicle/s will be disposed of. – Vehicle will be disposed of at an
auction.

Provide the 5 description for each MILESTONES DONE

11.7A.00 PREVENTIVE MAINTENANCE

Preventive Maintenance can only be use for the current year or the prior year. Break out the use of the funds in this format:

FY 17 October 1, 2017– September 30, 2018 Or FY 16 October 1, 2016 -September 30, 2017. DONE

Description or details go under the Extended Budget Description. The milestones should only state briefly what action will occur/complete during that time. Please remove all the verbiage and put it under the Extended Budget Description DONE

Milestone Name Est. Completion Date Description Start Date 1/1/2018 Preventive Maintenance (80/20) for City of Hattiesburg Hub City Transit (HCT) public transit provider. The funds budgeted for PM will cover the maintenance of HCT fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet. Expenditure timeline January 1, 2018 – December 31, 2019.

30.09.01 UP TO 50% FEDERAL SHARE Please provide the correct period of time that these funds will be used for ...use the example of the Preventive Maintenance above. State what the fundss will be used for briefly... DONE

LAST COMMENTS ENVIRONMENTAL FINDINGS (EF) Once you have corrected SCOPES, ALIS and verbiage. You can then do your EFs There should be one EF for each ALI... DONE I'll adjust the construction of the mass transit building EF once I hear back from Julia.

Do not re-transmit this grant....Notify me when all items have been addressed. I recommend that you use this list and every time you address the issue put "DONE" next to my comment

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 5/1/2017

Lindsay please do not use run on paragraphs.

Please correct the Title of this Grant to represent the Section that this grant is for. Keep it very brief and concise: Section 5307 PM/Operations/Capital
Application Name Hub City Transit Operating, Preventive Maintenance and Capital Assistance

Comment

Application Executive Summary

This grant will use Section 5307 FY16 and FY17 funds for a total amount of using the remaining balance of FY16 and 7/12 of the FY17 funds for a amount of \$2,468,111 (\$1,569,354 federal and \$898, 757 local match). It will use FY16 total \$1,502,550 (\$997,582 federal and \$504,968 local match). FY17 Total \$965,561 (\$571,772 federal and \$393,789.

space

Local match. Local match will come from the City receipts. These projects are programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and Amended for Hattiesburg-Petal-Forrest-Lamar on October 26, 2016. See attached STIP pages

This application will support the continuation of transit service in the Hattiesburg UZA. All funds will be applied towards eligible operating and capital activities as prescribed in the FTA Urban Formula program grant award.

The information listed below is incomplete. You have 10 ALIs in the Budget but have only listed 5 below.... You have double ALIs I don't know why.

1. Operating Assistance – Total amount of \$1,371,280 (\$685,640 Federal Share and \$685,640 Local Match). MDOT STIP, FTA 5307 program, page 243. This information goes under the ALI Extended Budget Description

2. Preventive Maintenance – Total amount of \$258,984 (\$207,187 Federal Share and \$51,797 Local Match). MDOT STIP, FTA 5307 program, page 244.

3. Rolling Stock – Total amount of \$125,000 (\$106,250 Federal Share and \$18,750 Local Match). MDOT STIP, FTA 5307 program, page 247.

4. Bus Support Equipment and Facilities – Total amount of \$529,569 (\$423,655 Federal Share and \$105,914 Local Match). MDOT STIP, FTA 5307 program, page 248 and page 250.

5. Bus Associated Transit Improvements – Total amount of \$183,278 (\$146,622 Federal Share and \$36,656 Local Match). MDOT STIP, FTA 5307 program, page 246.

11.7A.00 PREVENTIVE MAINTENANCE

FY 2019 October 1, 2018 through September 30, 2019 You can only use preventive maintenance funds to fund the current year or the previous year. See Circular 9070. Appendix E. These funds can be used to fund FY 17 October 1, 2017 – September 30, 2018.

**

30.09.01 UP TO 50% FEDERAL SHARE

FY2019 correct this to FY18 - October 1, 2018 through September 30, 2019

Please remove this ALI as you still do not have the complete: 1) description of the construction 2) the NEPA Approval. 3) When you list this as an item to be funded you can not list this out as a general item. You must state what the construction will entail. Subsequently you will need to redo the budget again.

Scope Name / Code Line Item # Custom Item Name Activity Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00) 11.43.03 CONSTRUCT -
ADMIN/MAINT FACILITY CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL 1

Extended Budget Description

Construction to rebuild the existing Admin/Maintenance Facility damaged in the January

21, 2017 tornado. The facility is located on City property and completely within the correctly zoned maintenance yard grounds.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

11.12.04 BUY REPLACEMENT
Provide the exact size of the vehicle being replaced

Add the words "Vehicle Being Replaced"

Type of vehicle size - 27'
Year - 2013
VIN - 4DRASSKM6DJ650358
Mileage - 109,530
Vehicles being replaced vehicle will be disposed of - at an auction

11.7A.00 PREVENTIVE MAINTENANCE
You can only use Preventive Maintenance to fund the current year or the previous year.
You cannot use the funds to fund the next year.
You can use these funds to fund FY 16 the previous year: FY 16 October 1, 2016 to September 30 2017.

30.09.01 UP TO 50% FEDERAL SHARE

Make sure you have one Environmental Finding for each ALI.....

**

Complete the Fleet Status under the Recipient Section

Address each issue and next to my comments write "DONE" when complete

Comment By Lindsay Coleman

Comment Type Application Details

Date 5/1/2017

Dear Abigail,

Comment

I have addressed each of your comments and marked DONE next to them. Could you send me an example of a well-written Section 5307 grant? I have been using examples of grants we have been awarded as a guide for writing this grant, and they don't seem to be in the correct format.

Thank you,
Lindsay Coleman

Please correct the Title of this Grant to represent the Section that this grant is for. Keep

it very brief and concise: Section 5307 PM/Operations/Capital
Application Name Hub City Transit Operating, Preventive Maintenance and Capital Assistance
DONE

Application Executive Summary

This grant will use Section 5307 FY16 and FY17 funds for a total amount of using the remaining balance of FY16 and 7/12 of the FY17 funds for a amount of \$2,468,111 (\$1,569,354 federal and \$898, 757 local match). It will use FY16 total \$1,502,550 (\$997,582 federal and \$504,968 local match). FY17 Total \$965,561 (\$571,772 federal and \$393,789. DONE

space

Local match. Local match will come from the City receipts. These projects are programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and Amended for Hattiesburg-Petal-Forrest-Lamar on October 26, 2016. See attached STIP pages DONE

This application will support the continuation of transit service in the Hattiesburg UZA. All funds will be applied towards eligible operating and capital activities as prescribed in the FTA Urban Formula program grant award. DONE

The information listed below is incomplete. You have 10 ALIs in the Budget but have only listed 5 below.... You have double ALIs I don't know why. DONE

In previous comments, I was requested to list out Preventive Maintenance and Operating Assistance by each year it will fund. This is what I was trying to do using a previous grant application that has been funded as an example and guide. I was using application/award MS-90-X095-00 as a guide. Should I list out what each item under each Scope is for the Executive Summary? Can you provide some guidance if I should list Scopes or ALIs in the Executive Summary?

1. Operating Assistance – Total amount of \$1,371,280 (\$685,640 Federal Share and \$685,640 Local Match). MDOT STIP, FTA 5307 program, page 243. This information goes under the ALI Extended Budget Description DONE

2. Preventive Maintenance – Total amount of \$258,984 (\$207,187 Federal Share and \$51,797 Local Match). MDOT STIP, FTA 5307 program, page 244. DONE

3. Rolling Stock – Total amount of \$125,000 (\$106,250 Federal Share and \$18,750 Local Match). MDOT STIP, FTA 5307 program, page 247. DONE

4. Bus Support Equipment and Facilities – Total amount of \$529,569 (\$423,655 Federal Share and \$105,914 Local Match). MDOT STIP, FTA 5307 program, page 248 and page 250. DONE

5. Bus Associated Transit Improvements – Total amount of \$183,278 (\$146,622 Federal Share and \$36,656 Local Match). MDOT STIP, FTA 5307 program, page 246. DONE

11.7A.00 PREVENTIVE MAINTENANCE

FY 2019 October 1, 2018 through September 30, 2019 You can only use preventive maintenance funds to fund the current year or the previous year. See Circular 9070. Appendix E. These funds can be used to fund FY 17 October 1, 2017 – September 30, 2018. DONE

**

30.09.01 UP TO 50% FEDERAL SHARE

FY2019 correct this to FY18 - October 1, 2018 through September 30, 2019 DONE

Please remove this ALI as you still do not have the complete: 1) description of the construction 2) the NEPA Approval. 3) When you list this as an item to be funded you can not list this out as a general item. You must state what the construction will entail. Subsequently you will need to redo the budget again. DONE

1) I have included a more detailed description; is this description okay?

2) I talked with Carrie Walker about our NEPA Approval. She said that they will begin reviewing it next week or the week after. Can we wait on the NEPA Approval and move forward with the other parts of the application?

Scope Name / Code Line Item # Custom Item Name Activity Quantity

BUS: SUPPORT EQUIP AND FACILITIES (114-00) 11.43.03 CONSTRUCT -
ADMIN/MAINT FACILITY CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL 1

Extended Budget Description

Construction to rebuild the existing Admin/Maintenance Facility damaged in the January 21, 2017 tornado. The facility is located on City property and completely within the correctly zoned maintenance yard grounds.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

11.12.04 BUY REPLACEMENT

Provide the exact size of the vehicle being replaced

Add the words "Vehicle Being Replaced"

Type of vehicle size - 27'; the vehicle being replaced is 27'

Year - 2013

VIN - 4DRASSKM6DJ650358

Mileage - 109,530

Vehicles being replaced vehicle will be disposed of - at an auction DONE

11.7A.00 PREVENTIVE MAINTENANCE

You can only use Preventive Maintenance to fund the current year or the previous year.

You cannot use the funds to fund the next year.

You can use these funds to fund FY 16 the previous year: FY 16 October 1, 2016 to September 30 2017.

DONE

30.09.01 UP TO 50% FEDERAL SHARE

DONE

Make sure you have one Environmental Finding for each ALI.....DONE

**

Complete the Fleet Status under the Recipient Section DONE

Address each issue and next to my comments write "DONE" when complete DONE

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 5/2/2017

Thank you Lindsay you have done a great job!

- There is no more to see you can follow your own example as you prepare this grant. All others will follow the same format. It doesn't change.
- My suggestion is that you break out the construction project into a new grant. The construction project will ultimately have several amendments to it. And it can get messy. It's better to have its own grant for simplicity sake.
- No you cannot provide the construction of the Facility w/o NEPA concurrence in this grant.
- Remember that when constructing this facility you will ultimately need A/C units, Bathrooms, Computers etc. This will probably be in the last phase of the construction of this project.

You have no lapsing funds in this grant and therefore I don't see a need to combine the construction with the remaining items that will be funded.

11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY

Comment Please remove the construction of Admin/maintenance Facility from this grant until you have the NEPA concurrence and STIP Amendment

If you are to include this you will need to specify that this is for NEPA/Design and Engineering and it must be in STIP.. You will need to go back and amend your STIP. This is called Phase 1 of Construction (Eng and Design prior to construction). My Recommendation is remove this ALI until you have the STIP Amendment for the whole project Phases 1 & 2? And You have NEPA Concurrence.

Please correct the budget as you will need to remove the 11.43.03 ALI and this will change the who Budget

When preparing the new grant for the Construction the information below is good. However, this will be attached to the grant as supplemental documentation of the scope of the project. Your new grant Extended Budget Description should begin with the following statement:

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.).

A new facility of 9,600 square feet will be constructed. This facility will include offices,

dispatch area, storage and ADA restrooms on the first floor of 6,400 square feet; offices, storage and a restroom on the second floor of 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund Phase 1 of the construction which will consist of:

- NEPA \$\$\$\$
- Engineering and Design\$\$\$
- Construction \$\$\$\$ (Maybe Phase 1 and Phase 2)

Extended Budget Description

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.) The destroyed facility was declared structurally unsound by a structural engineer and proclaimed a total loss. There will be no clearing or ground disturbing activities. No parking will be added or subtracted. No changes to the traffic amount or flow because of the project. A new facility of 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of 6,400 square feet; offices, storage and a restroom on the second floor of 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of 2,000 square feet will be constructed.

1) The facility is located on City property and completely within the correctly zoned maintenance yard grounds. The project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the City's transit facility since the 1970s.

2) The City of Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.

3) The City of Hattiesburg will ensure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project in excess of \$100,000 be done "in house."

4) As a Federal Entitlement City, the City of Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. The City of Hattiesburg will follow established local and state purchasing and bid requirements for projects of this size.

5) The City of Hattiesburg certifies an independent cost estimate will be prepared and available on file with the corresponding cost/price analysis for the scope of work of the project.

The City of Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

**

11.93.09 CONSTRUCT ENHANCED ADA ACCESS

MDOT STIP, FTA 5307 program, page 246.

**

11.93.02 CONSTRUCTION - BUS SHELTERS

MDOT STIP, FTA 5307 program, page 246.

11.42.11 ACQUIRE - SUPPORT VEHICLES
MDOT STIP, FTA 5307 program, page 248.

**

11.12.04 BUY REPLACEMENT
MDOT STIP, FTA 5307 program, page 247.

Comment By Lindsay Coleman

Comment Type Application Details

Date 5/2/2017

Thank you Lindsay you have done a great job! Thank you!

- There is no more to see you can follow your own example as you prepare this grant. All others will follow the same format. It doesn't change. Okay, thanks.
- My suggestion is that you break out the construction project into a new grant. The construction project will ultimately have several amendments to it. And it can get messy. It's better to have its own grant for simplicity sake. Thank you for this recommendation! Should I create a separate Section 5307 (Construction of Hub City Admin/Maint Facility) grant application?
- No you cannot provide the construction of the Facility w/o NEPA concurrence in this grant. Okay, thank you.
- Remember that when constructing this facility you will ultimately need A/C units, Bathrooms, Computers etc. This will probably be in the last phase of the construction of this project.

Comment You have no lapsing funds in this grant and therefore I don't see a need to combine the construction with the remaining items that will be funded.

11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY

Please remove the construction of Admin/maintenance Facility from this grant until you have the NEPA concurrence and STIP Amendment DONE

If you are to include this you will need to specify that this is for NEPA/Design and Engineering and it must be in STIP.. You will need to go back and amend your STIP. This is called Phase 1 of Construction (Eng and Design prior to construction). My Recommendation is remove this ALI until you have the STIP Amendment for the whole project Phases 1 & 2? And You have NEPA Concurrence. DONE

Please correct the budget as you will need to remove the 11.43.03 ALI and this will change the who Budget. DONE

When preparing the new grant for the Construction the information below is good. However, this will be attached to the grant as supplemental documentation of the scope

of the project. Your new grant Extended Budget Description should begin with the following statement: Thank you for providing this statement!

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.).

A new facility of 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of 6,400 square feet; offices, storage and a restroom on the second floor of 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund Phase 1 of the construction which will consist of:

- NEPA \$\$\$\$
- Engineering and Design\$\$\$ We have hired an architect and are in the design phase.
- Construction \$\$\$\$ (Maybe Phase 1 and Phase 2) We anticipate completing all construction in one phase, as the Mass Transit Department is being housed in a temporary facility and the City of Hattiesburg wants the construction of the Mass Transit Admin/Maint Facility to be completed ASAP.

Extended Budget Description

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.) The destroyed facility was declared structurally unsound by a structural engineer and proclaimed a total loss. There will be no clearing or ground disturbing activities. No parking will be added or subtracted. No changes to the traffic amount or flow because of the project. A new facility of 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of 6,400 square feet; offices, storage and a restroom on the second floor of 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of 2,000 square feet will be constructed.

- 1) The facility is located on City property and completely within the correctly zoned maintenance yard grounds. The project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the City's transit facility since the 1970s.
- 2) The City of Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.
- 3) The City of Hattiesburg will ensure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project in excess of \$100,000 be done "in house."
- 4) As a Federal Entitlement City, the City of Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. The City of Hattiesburg will follow established local and state purchasing and bid requirements for projects of this size.
- 5) The City of Hattiesburg certifies an independent cost estimate will be prepared and available on file with the corresponding cost/price analysis for the scope of work of the project.

The City of Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

****DONE**

11.93.09 CONSTRUCT ENHANCED ADA ACCESS

MDOT STIP, FTA 5307 program, page 246. DONE

11.93.02 CONSTRUCTION - BUS SHELTERS

MDOT STIP, FTA 5307 program, page 246. DONE

11.42.11 ACQUIRE - SUPPORT VEHICLES

MDOT STIP, FTA 5307 program, page 248. DONE

11.12.04 BUY REPLACEMENT

MDOT STIP, FTA 5307 program, page 247. DONE

Comment By **abigail.rivera@dot.gov**

Comment Type Application Details

Date 5/4/2017

Comment

- Please remove the complete STIP for Hattiesburg from the Application Documents in TrAMs . Only the page with each project being funded should be uploaded. Please put an "X" by the project if there are several projects on the page.
- Please remove the UPWP from the Application Documents Section in Trams. You only upload the page that shows the project being funded and programmed.
- I just realized you cannot remove these documents but I can from my side. I deleted them. Only upload the relevant pages that are in this grant.
- The one STIP page that does show the various relevant projects please confirm that the amounts in the programming and in the grant are consistent.

—

Please make sure that each comment below has been addressed. An easy way to follow this is to put done by each of my comments as you address them.

Comment By **Lindsay Coleman**

Comment Type Application Details

Date 5/5/2017

Comment

Dear Abigail,

I have addressed all your comments and changed them within the application on TRAMS.

Thank you!
Lindsay Coleman

Lindsay Coleman, MSW, LMSW
Grant Coordinator
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
601.554.1014
grntwtr@hattiesburgms.com

Lisa please address my comments:

- Please remove the complete STIP for Hattiesburg from the Application Documents in TrAMs . Only the page with each project being funded should be uploaded. Please put an "X" by the project if there are several projects on the page. DONE
- Please remove the UPWP from the Application Documents Section in Trams. You only upload the page that shows the project being funded and programmed. DONE
- I just realized you cannot remove these documents but I can from my side. I deleted them. Only upload the relevant pages that are in this grant. Thanks
- The one STIP page that does show the various relevant projects please confirm that the amounts in the programming and in the grant are consistent. DONE

—

Please make sure that each comment below has been addressed. An easy way to follow this is to put done by each of my comments as you address them.

From: Rivera, Abigail (FTA)
Sent: Tuesday, May 02, 2017 9:40 AM
To: 'Coleman, Lindsay'
Cc: White, LaKeylah ; Rivera, Abigail (FTA)
Subject: RE: 1108-2017-1 FTA COMMENTS

Thank you Lindsay you have done a great job! Thank you!

- There is no more to see you can follow your own example as you prepare this grant. All others will follow the same format. It doesn't change. Okay, thanks.
- My suggestion is that you break out the construction project into a new grant. The construction project will ultimately have several amendments to it. And it can get messy. It's better to have its own grant for simplicity sake. Thank you for this recommendation! Should I create a separate Section 5307 (Construction of Hub City Admin/Maint Facility) grant application?
- No you cannot provide the construction of the Facility w/o NEPA concurrence in this grant. Okay, thank you.
- Remember that when constructing this facility you will ultimately need A/C units, Bathrooms, Computers etc. This will probably be in the last phase of the construction of this project.

You have no lapsing funds in this grant and therefore I don't see a need to combine the construction with the remaining items that will be funded.

11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY

Please remove the construction of Admin/maintenance Facility from this grant until you have the NEPA concurrence and STIP Amendment DONE

If you are to include this you will need to specify that this is for NEPA/Design and Engineering and it must be in STIP.. You will need to go back and amend your STIP. This is called Phase 1 of Construction (Eng and Design prior to construction). My Recommendation is remove this ALI until you have the STIP Amendment for the whole project Phases 1 & 2? And You have NEPA Concurrence. DONE

Please correct the budget as you will need to remove the 11.43.03 ALI and this will change the who Budget. DONE

When preparing the new grant for the Construction the information below is good. However, this will be attached to the grant as supplemental documentation of the scope of the project. Your new grant Extended Budget Description should begin with the following statement: Thank you for providing this statement!

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.).

A new facility of 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of 6,400 square feet; offices, storage and a restroom on the second floor of 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund Phase 1 of the construction which will consist of:

- NEPA \$\$\$\$
- Engineering and Design\$\$\$ We have hired an architect and are in the design phase. Construction \$\$\$\$ (Maybe Phase 1 and Phase 2) We anticipate completing all construction in one phase, as the Mass Transit Department is being housed in a temporary facility and the City of Hattiesburg wants the construction of the Mass Transit Admin/Maint Facility to be completed ASAP.

Extended Budget Description

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.) The destroyed facility was declared structurally unsound by a structural engineer and proclaimed a total loss. There will no clearing or ground disturbing activities. No parking will be added or subtracted. No changes to the traffic amount or flow because of the project. A new facility of 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of 6,400 square feet; offices, storage and a restroom on the second floor of 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of 2,000 square feet will be constructed.

- 1) The facility is located on City property and completely within the correctly zoned maintenance yard grounds. The project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the City's transit facility since the 1970s.
 - 2) The City of Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.
 - 3) The City of Hattiesburg will ensure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project in excess of \$100,000 be done "in house."
 - 4) As a Federal Entitlement City, the City of Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. The City of Hattiesburg will follow established local and state purchasing and bid requirements for projects of this size.
 - 5) The City of Hattiesburg certifies an independent cost estimate will be prepared and available on file with the corresponding cost/price analysis for the scope of work of the project.
- The City of Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

**DONE

11.93.09 CONSTRUCT ENHANCED ADA ACCESS

MDOT STIP, FTA 5307 program, page 246. DONE

**

11.93.02 CONSTRUCTION - BUS SHELTERS

MDOT STIP, FTA 5307 program, page 246. DONE

11.42.11 ACQUIRE - SUPPORT VEHICLES

MDOT STIP, FTA 5307 program, page 248. DONE

**

11.12.04 BUY REPLACEMENT

MDOT STIP, FTA 5307 program, page 247. DONE

From: Rivera, Abigail (FTA) [mailto:Abigail.Rivera@dot.gov]
Sent: Thursday, May 04, 2017 11:15 AM
To: Coleman, Lindsay
Cc: White, LaKeylah ; Rivera, Abigail (FTA)
Subject: RE: 1108-2017-1 FTA COMMENTS

Lisa please address my comments:

- Please remove the complete STIP for Hattiesburg from the Application Documents in TrAMs . Only the page with each project being funded should be uploaded. Please put an "X" by the project if there are several projects on the page.
- Please remove the UPWP from the Application Documents Section in Trams. You only upload the page that shows the project being funded and programmed.

- I just realized you cannot remove these documents but I can from my side. I deleted them. Only upload the relevant pages that are in this grant.
- The one STIP page that does show the various relevant projects please confirm that the amounts in the programming and in the grant are consistent.

—
Please make sure that each comment below has been addressed. An easy way to follow this is to put done by each of my comments as you address them.

From: Rivera, Abigail (FTA)
Sent: Tuesday, May 02, 2017 9:40 AM
To: 'Coleman, Lindsay'
Cc: White, LaKeylah ; Rivera, Abigail (FTA)
Subject: RE: 1108-2017-1 FTA COMMENTS

Thank you Lindsay you have done a great job!

- There is no more to see you can follow your own example as you prepare this grant. All others will follow the same format. It doesn't change.
- My suggestion is that you break out the construction project into a new grant. The construction project will ultimately have several amendments to it. And it can get messy. It's better to have its own grant for simplicity sake.
- No you cannot provide the construction of the Facility w/o NEPA concurrence in this grant.
- Remember that when constructing this facility you will ultimately need A/C units, Bathrooms, Computers etc. This will probably be in the last phase of the construction of this project.

You have no lapsing funds in this grant and therefore I don't see a need to combine the construction with the remaining items that will be funded.

11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY

Please remove the construction of Admin/maintenance Facility from this grant until you have the NEPA concurrence and STIP Amendment

If you are to include this you will need to specify that this is for NEPA/Design and Engineering and it must be in STIP.. You will need to go back and amend your STIP. This is called Phase 1 of Construction (Eng and Design prior to construction). My Recommendation is remove this ALI until you have the STIP Amendment for the whole project Phases 1 & 2? And You have NEPA Concurrence.

Please correct the budget as you will need to remove the 11.43.03 ALI and this will change the who Budget

When preparing the new grant for the Construction the information below is good. However, this will be attached to the grant as supplemental documentation of the scope of the project. Your new grant Extended Budget Description should begin with the following statement:

Construction to rebuild the existing Hub City Administrative and Maintenance Transit

Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.).

A new facility of 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of 6,400 square feet; offices, storage and a restroom on the second floor of 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund Phase 1 of the construction which will consist of:

- NEPA \$\$\$\$
- Engineering and Design\$\$\$
- Construction \$\$\$\$ (Maybe Phase 1 and Phase 2)

Extended Budget Description

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.) The destroyed facility was declared structurally unsound by a structural engineer and proclaimed a total loss. There will be no clearing or ground disturbing activities. No parking will be added or subtracted. No changes to the traffic amount or flow because of the project. A new facility of 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of 6,400 square feet; offices, storage and a restroom on the second floor of 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of 2,000 square feet will be constructed.

1) The facility is located on City property and completely within the correctly zoned maintenance yard grounds. The project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the City's transit facility since the 1970s.

2) The City of Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.

3) The City of Hattiesburg will ensure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project in excess of \$100,000 be done "in house."

4) As a Federal Entitlement City, the City of Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. The City of Hattiesburg will follow established local and state purchasing and bid requirements for projects of this size.

5) The City of Hattiesburg certifies an independent cost estimate will be prepared and available on file with the corresponding cost/price analysis for the scope of work of the project.

The City of Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

**

11.93.09 CONSTRUCT ENHANCED ADA ACCESS

MDOT STIP, FTA 5307 program, page 246.

**

11.93.02 CONSTRUCTION - BUS SHELTERS
MDOT STIP, FTA 5307 program, page 246.

11.42.11 ACQUIRE - SUPPORT VEHICLES
MDOT STIP, FTA 5307 program, page 248.

**

11.12.04 BUY REPLACEMENT
MDOT STIP, FTA 5307 program, page 247.

From: Coleman, Lindsay [mailto:grntwtr@hattiesburgms.com]
Sent: Monday, May 01, 2017 3:49 PM
To: Rivera, Abigail (FTA)
Cc: White, LaKeylah
Subject: RE: 1108-2017-1 FTA COMMENTS

Dear Abigail,

I have addressed each of your comments and marked DONE next to them. Could you send me an example of a well-written Section 5307 grant? I have been using examples of grants we have been awarded as a guide for writing this grant, and they don't seem to be in the correct format.

Thank you,
Lindsay Coleman

Lindsay Coleman, MSW, LMSW
Grant Coordinator
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
601.554.1014
grntwtr@hattiesburgms.com

Please correct the Title of this Grant to represent the Section that this grant is for. Keep it very brief and concise: Section 5307 PM/Operations/Capital
Application Name Hub City Transit Operating, Preventive Maintenance and Capital Assistance
DONE

Application Executive Summary

This grant will use Section 5307 FY16 and FY17 funds for a total amount of using the remaining balance of FY16 and 7/12 of the FY17 funds for a amount of \$2,468,111 (\$1,569,354 federal and \$898, 757 local match). It will use FY16 total \$1,502,550 (\$997,582 federal and \$504,968 local match). FY17 Total \$965,561 (\$571,772 federal and \$393,789. DONE

space

Local match. Local match will come from the City receipts. These projects are programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and Amended for Hattiesburg-Petal-Forrest-Lamar on October 26, 2016. See attached STIP pages DONE

This application will support the continuation of transit service in the Hattiesburg UZA. All funds will be applied towards eligible operating and capital activities as prescribed in the FTA Urban Formula program grant award. DONE

The information listed below is incomplete. You have 10 ALIs in the Budget but have only listed 5 below.... You have double ALIs I don't know why. DONE
In previous comments, I was requested to list out Preventive Maintenance and Operating Assistance by each year it will fund. This is what I was trying to do using a previous grant application that has been funded as an example and guide. I was using application/award MS-90-X095-00 as a guide. Should I list out what each item under each Scope is for the Executive Summary? Can you provide some guidance if I should list Scopes or ALIs in the Executive Summary?

1. Operating Assistance – Total amount of \$1,371,280 (\$685,640 Federal Share and \$685,640 Local Match). MDOT STIP, FTA 5307 program, page 243. This information goes under the ALI Extended Budget Description DONE

2. Preventive Maintenance – Total amount of \$258,984 (\$207,187 Federal Share and \$51,797 Local Match). MDOT STIP, FTA 5307 program, page 244. DONE

3. Rolling Stock – Total amount of \$125,000 (\$106,250 Federal Share and \$18,750 Local Match). MDOT STIP, FTA 5307 program, page 247. DONE

4. Bus Support Equipment and Facilities – Total amount of \$529,569 (\$423,655 Federal Share and \$105,914 Local Match). MDOT STIP, FTA 5307 program, page 248 and page 250. DONE

5. Bus Associated Transit Improvements – Total amount of \$183,278 (\$146,622 Federal Share and \$36,656 Local Match). MDOT STIP, FTA 5307 program, page 246. DONE

11.7A.00 PREVENTIVE MAINTENANCE

FY 2019 October 1, 2018 through September 30, 2019 You can only use preventive maintenance funds to fund the current year or the previous year. See Circular 9070. Appendix E. These funds can be used to fund FY 17 October 1, 2017 – September 30, 2018. DONE

**

30.09.01 UP TO 50% FEDERAL SHARE

FY2019 correct this to FY18 - October 1, 2018 through September 30, 2019 DONE

Please remove this ALI as you still do not have the complete: 1) description of the construction 2) the NEPA Approval. 3) When you list this as an item to be funded you can not list this out as a general item. You must state what the construction will entail. Subsequently you will need to redo the budget again. DONE

1) I have included a more detailed description; is this description okay?

2) I talked with Carrie Walker about our NEPA Approval. She said that they will begin reviewing it next week or the week after. Can we wait on the NEPA Approval and move forward with the other parts of the application?

Scope Name / Code Line Item # Custom Item Name Activity Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00) 11.43.03 CONSTRUCT -
ADMIN/MAINT FACILITY CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL 1

Extended Budget Description

Construction to rebuild the existing Admin/Maintenance Facility damaged in the January 21, 2017 tornado. The facility is located on City property and completely within the correctly zoned maintenance yard grounds.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

11.12.04 BUY REPLACEMENT

Provide the exact size of the vehicle being replaced

Add the words "Vehicle Being Replaced"

Type of vehicle size - 27'; the vehicle being replaced is 27'

Year - 2013

VIN - 4DRASSKM6DJ650358

Mileage - 109,530

Vehicles being replaced vehicle will be disposed of - at an auction DONE

11.7A.00 PREVENTIVE MAINTENANCE

You can only use Preventive Maintenance to fund the current year or the previous year.

You cannot use the funds to fund the next year.

You can use these funds to fund FY 16 the previous year: FY 16 October 1, 2016 to September 30 2017.

DONE

30.09.01 UP TO 50% FEDERAL SHARE

DONE

Make sure you have one Environmental Finding for each ALI.....DONE

**

Complete the Fleet Status under the Recipient Section DONE

Address each issue and next to my comments write "DONE" when complete DONE

From: Coleman, Lindsay

Sent: Monday, May 01, 2017 11:54 AM
To: 'Rivera, Abigail (FTA)'
Cc: White, LaKeylah
Subject: RE: 1108-2017-1 FTA COMMENTS

Dear Abigail,

Thank you for the comments. I will address them and email you once I have completed them.

Sincerely,
Lindsay Coleman

Lindsay Coleman, MSW, LMSW
Grant Coordinator
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
601.554.1014
grntwtr@hattiesburgms.com

From: Rivera, Abigail (FTA) [mailto:Abigail.Rivera@dot.gov]
Sent: Monday, May 01, 2017 8:18 AM
To: Coleman, Lindsay
Cc: Rivera, Abigail (FTA)
Subject: 1108-2017-1 FTA COMMENTS

Lindsay please do not use run on paragraphs.

Please correct the Title of this Grant to represent the Section that this grant is for. Keep it very brief and concise: Section 5307 PM/Operations/Capital
Application Name Hub City Transit Operating, Preventive Maintenance and Capital Assistance

Application Executive Summary

This grant will use Section 5307 FY16 and FY17 funds for a total amount of using the remaining balance of FY16 and 7/12 of the FY17 funds for a amount of \$2,468,111 (\$1,569,354 federal and \$898, 757 local match). It will use FY16 total \$1,502,550 (\$997,582 federal and \$504,968 local match). FY17 Total \$965,561 (\$571,772 federal and \$393,789.

space

Local match. Local match will come from the City receipts. These projects are programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and Amended for Hattiesburg-Petal-Forrest-Lamar on October 26, 2016. See attached STIP pages

This application will support the continuation of transit service in the Hattiesburg UZA. All funds will be applied towards eligible operating and capital activities as prescribed in the FTA Urban Formula program grant award.

The information listed below is incomplete. You have 10 ALIs in the Budget but have only listed 5 below.... You have double ALIs I don't know why.

1. Operating Assistance – Total amount of \$1,371,280 (\$685,640 Federal Share and \$685,640 Local Match). MDOT STIP, FTA 5307 program, page 243. This information goes under the ALI Extended Budget Description

2. Preventive Maintenance – Total amount of \$258,984 (\$207,187 Federal Share and \$51,797 Local Match). MDOT STIP, FTA 5307 program, page 244.

3. Rolling Stock – Total amount of \$125,000 (\$106,250 Federal Share and \$18,750 Local Match). MDOT STIP, FTA 5307 program, page 247.

4. Bus Support Equipment and Facilities – Total amount of \$529,569 (\$423,655 Federal Share and \$105,914 Local Match). MDOT STIP, FTA 5307 program, page 248 and page 250.

5. Bus Associated Transit Improvements – Total amount of \$183,278 (\$146,622 Federal Share and \$36,656 Local Match). MDOT STIP, FTA 5307 program, page 246.

11.7A.00 PREVENTIVE MAINTENANCE

FY 2019 October 1, 2018 through September 30, 2019 You can only use preventive maintenance funds to fund the current year or the previous year. See Circular 9070. Appendix E. These funds can be used to fund FY 17 October 1, 2017 – September 30, 2018.

**

30.09.01 UP TO 50% FEDERAL SHARE

FY2019 correct this to FY18 - October 1, 2018 through September 30, 2019

Please remove this ALI as you still do not have the complete: 1) description of the construction 2) the NEPA Approval. 3) When you list this as an item to be funded you can not list this out as a general item. You must state what the construction will entail. Subsequently you will need to redo the budget again.

Scope Name / Code Line Item # Custom Item Name Activity Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00) 11.43.03 CONSTRUCT -
ADMIN/MAINT FACILITY CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL 1

Extended Budget Description

Construction to rebuild the existing Admin/Maintenance Facility damaged in the January 21, 2017 tornado. The facility is located on City property and completely within the correctly zoned maintenance yard grounds.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

11.12.04 BUY REPLACEMENT

Provide the exact size of the vehicle being replaced

Add the words "Vehicle Being Replaced"

Type of vehicle size - 27'

Year - 2013

VIN - 4DRASSKM6DJ650358
Mileage - 109,530
Vehicles being replaced vehicle will be disposed of - at an auction

11.7A.00 PREVENTIVE MAINTENANCE

You can only use Preventive Maintenance to fund the current year or the previous year.
You cannot use the funds to fund the next year.
You can use these funds to fund FY 16 the previous year: FY 16 October 1, 2016 to September 30 2017.

30.09.01 UP TO 50% FEDERAL SHARE

Make sure you have one Environmental Finding for each ALI.....

**

Complete the Fleet Status under the Recipient Section

Address each issue and next to my comments write "DONE" when complete

Abigail Rivera
FTA Community Planner
Region IV
abigail.rivera@dot.gov
(404) 865-5624

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 5/9/2017

Lindsay, just a few minor comments:

30.09.01 UP TO 50% FEDERAL SHARE

Please read the circular to confirm what items are eligible for operations expenses.
Office supplies etc. are not operations eligible. See Circular 9030.1E PG IV -14-18

Comment

Operation expenses are referring to the costs to run and operate the transit system

The funds budgeted for operations will cover administrative functions of HCT will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations

11.43.09 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP

Extended Budget Description

Bus security cameras. This ALI satisfies the §5307 safety/security 1% requirement.

These cameras have 5 years useful life – Please provide the number of cameras being purchased. You have “0”

11.93.09 CONSTRUCT ENHANCED ADA ACCESS

Extended Budget Description

Construction of ADA accessible/compliant bus shelters. Useful for life of 10 years

Is this ALI for the construction of bus shelters or for the construction of an ADA access path.... Please correct. It appears you have mixed up to ALI descriptions here.

Bus Associated Transit Improvements (119-00) 11.93.02 CONSTRUCTION - BUS SHELTERS

Extended Budget Description

Construction of 8 standard bus shelters to place on fixed route service expansion. Useful for life of 10 years

11.42.11 ACQUIRE - SUPPORT VEHICLES

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item. Please correct this to say “yes”

11.12.04 BUY REPLACEMENT

Please re-write this to be more clear

Purchase of (1) 27 foot (state what type of bus, medium, light etc See Circular 5310 PG IV-24 or see special vehicles, Useful life??/ mileage???)

EXAMPLE Buses:

1 Large, heavy-duty transit buses including over-the-road buses (approximately 35' – 40' or larger including articulated buses): At least 12 years of service or an accumulation of at least 500,000 miles.

2 Small size, heavy-duty transit buses: At least 10 years or an accumulation of at least 350,000 miles.

3 Medium-size, medium-duty transit buses: At least seven years or an accumulation of at least 200,000 miles.

4 Medium-size, light-duty transit buses: At least five years or an accumulation of at least 150,000 miles.

Provide name of vehicle being replaced:

30.09.01 UP TO 50% FEDERAL SHARE

See my comments for this same ALI

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 5/17/2017

Lindsay you have done a great job. You really are getting hang of this. Just a minor comment and I need your approval:

Under

Scope Name / Code Line Item # Custom Item Name Activity Quantity
OPERATING ASSISTANCE (300-00) 30.09.01 UP TO 50% FEDERAL SHARE
OPERATING ASSISTANCE 1

Extended Budget Description

Operating Assistance for FY2017 - October 1, 2017 through September 30, 2018.
Operating Assistance (50/50) for City of Hattiesburg Hub City Transit public transit provider. The funds budgeted for operations will cover the costs to operate, maintain and manage the transit and paratransit system. These expenses include the costs such as driver salaries, fuel and items having a useful life of less than one year. MDOT STIP, FTA 5307 program, page 243. Please delete this wording in red.

—

11.43.09 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP
Please state where these cameras will be placed (vehicles, transit center etc)?

—

Comment BUS - ROLLING STOCK (111-00) 11.12.04 BUY REPLACEMENT

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item. Please correct this to “YES”

—

11.12.04 BUY REPLACEMENT

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item. Please correct this to “YES”

—

Scope Name / Code Line Item # Custom Item Name Activity Quantity
OPERATING ASSISTANCE (300-00) 30.09.01 UP TO 50% FEDERAL SHARE
OPERATING ASSISTANCE 1

Extended Budget Description

Operating Assistance for FY2018 - October 1, 2018 through September 30, 2019.
Operating Assistance (50/50) for City of Hattiesburg Hub City Transit public transit provider. The funds budgeted for operations will cover the costs to operate, maintain and manage the transit and paratransit system. These expenses include the costs such as driver salaries, fuel and items having a useful life of less than one year. MDOT STIP, FTA 5307 program, page 243.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item. Please state that operation service will be done by ??? if not by a 3rd party

Comment By emmanuel.ramos@dot.gov

Comment Type Application Details

Date 6/14/2017

Comment I reviewed the application and the grantee edited the information from the vehicle to be replaced as requested. The disposition letter is attached and the Federal Interest amount matches with the amount at the application document and at the Application Control Totals.

There's no further comment for this application.

Application Review Comments

Comment By abigail.rivera@dot.gov

Comment Type FTA Post Review Comments for Grantee

Date 4/14/2017

Comment Please address each of my comments and notify me when done....

Comment By abigail.rivera@dot.gov

Comment Type FTA Post Review Comments for Grantee

Date 5/1/2017

Comment Please address each of my comments sent on 5/1/2017..

Comment By abigail.rivera@dot.gov

Comment Type FTA Post Review Comments for Grantee

Date 5/18/2017

Lindsay, the Project Manager (PM) has provided the following (2) comments that needs to be addressed. If you have any questions pertaining to these issues please contact Mr. Ramos at 404 865 5627. I have included him on this email.

Comment Comment By Emmanuel Ramos at 5/17/2017 8:05 PM GMT+00:00 Technical Concurrence Comment: ALI 11.42.11 - According to the C_5010.1E (page IV-25), the useful life for the support vehicle mentioned in the application is for a Light Duty Vehicle - such as regular and specialized vans, sedans, and light-duty buses. Show in the EBD the type of vehicle that is going to be acquired.

ALI 11.12.04 - The vehicle to be replaced has federal interest. Is Hattiesburg going to use the federal interest as part of the federal share for the new vehicle? It should be specified in the EBD. Also the estimate before the vehicles were out of service should be presented through a formal letter to FTA-Region 4.

Comment By abigail.rivera@dot.gov

Comment Type FTA Post Review Comments for Grantee

Date 6/16/2017

Lindsay, the Director of Operations has returned your grant. Please address the comment on useful life under both of the Preventive Maintenance ALIs under the Extended Budget Description...:

Margarita Sandberg 11.7A.00 - PREVENTIVE MAINTENANCE
Please specify whether or not any items over \$5K are anticipated, and if so, list items and their useful life.

Comment 11.7A.00 - PREVENTIVE MAINTENANCE for HTC fleet
Please specify whether or not any items over \$5K are anticipated, and if so, list items and their useful life.

Part 6: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-23, October 1, 2016)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND

CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: HATTIESBURG, CITY OF

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2017-006-00

Award Name: Section 5307 PM/Operations/Capital

Award Executive Summary: This grant will use Section 5307 FY16 and FY17 funds for a total amount of \$1,998,160 (\$1,193,393 federal and \$804,767 local match). It will use FY16 total \$1,032,599 (\$615,371 federal and \$417,228 local match). FY17 Total \$965,561(\$571,772 federal and \$393,789 local match).

Local match. Local match will come from the City receipts. These projects are programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. See attached STIP pages

This grant will fund the (1) project for Operating, Preventive Maintenance and Capital Assistance.

1. Operating Assistance
2. Preventive Maintenance
3. Rolling Stock
4. Bus Support Equipment and Facilities
5. Bus Associated Transit Improvements

Notes:

- a. Overall Start Date October 1, 2016 Overall End Date September 30, 2019
- b. Is this grant for research and development? No
- c. The City of Hattiesburg will not apply a Indirect Cost Rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Total Award Budget: \$1,958,358.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,147,342.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$811,016.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,147,342.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$811,016.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,147,342
Local			\$811,016
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,958,358

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

Project Information

Project Number	Project Title	Project Description
MS-2017-006-01-00	Section 5307 PM/Operations/Capital	This grant will use Section 5307 FY16 and FY17 funds for a total amount of \$1,998,160 (\$1,193,393 federal and \$804,767 local match). It will use FY16 total \$1,032,599 (\$615,371 federal and \$417,228 local match). FY17 Total \$965,561(\$571,772 federal and \$393,789 local match). Local match. Local match will come from the City receipts. These projects are programmed in the 2017-2020 STIP for Mississippi approved on October 1, 2016, and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. See attached STIP pages. This grant will fund the (1) project for Operating, Preventive Maintenance and Capital Assistance. 1. Operating Assistance 2. Preventive Maintenance 3. Rolling Stock 4. Bus Support Equipment and Facilities 5. Bus Associated Transit Improvements Notes: a. Overall Start Date October 1, 2016 Overall End Date September 30, 2019 b. Is this grant for research and development? No c. The City of Hattiesburg will not apply a Indirect Cost Rate. d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached. Attachments: STIP

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,147,342
Local			\$811,016
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,958,358

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date: 06/27/2017 3:07 PM GMT

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:
dudley.whyte@dot.gov
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date: 7/1/2017 1:23 AM GMT+00:00

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,

- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

HATTIESBURG, CITY OF



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-766

File ID: 2017-766

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/26/2017

Brief Title: FTA Grant Application - Hub City Transit,
10/1/2017-9/30/2019

Final Action: 10/03/2017

Minute Book Number: MB2017-417

Title:

Acknowledge the submission of grant application MS-2017-010-00 to Federal Transit Administration for the Operating Assistance, Capital Assistance (Preventive Maintenance) and Construction of Hub City Administrative/Maintenance Facility for Hub City Transit in the amount of \$794,769 (\$487,971 FTA Section 5307 federal funds and \$306,798 local match). This application's funding is for 10/1/2017 - 9/30/2019. This grant application applies for the remainder of the FTA Section 5307 FY16 and FY17 funds. (nunc pro tunc)

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-12

Sponsors:

Enactment Date:

Attachments: MS-2017-010-00 Award

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Lindsay Coleman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Acknowledge the submission of grant application MS-2017-010-00 to Federal Transit Administration for the Operating Assistance, Capital Assistance (Preventive Maintenance) and Construction of Hub City Administrative/Maintenance Facility for Hub City Transit in the amount of \$794,769 (\$487,971 FTA Section 5307 federal funds and \$306,798 local match). This application's funding is for 10/1/2017 - 9/30/2019. This grant application applies for the remainder of the FTA Section 5307 FY16 and FY17 funds.

Council Vice President Dryden asked the number of years cited in the applications; Mr. Ellard said that he would check.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2017-766

Title

Acknowledge the submission of grant application MS-2017-010-00 to Federal Transit Administration for the Operating Assistance, Capital Assistance (Preventive Maintenance) and Construction of Hub City Administrative/Maintenance Facility for Hub City Transit in the amount of \$794,769 (\$487,971 FTA Section 5307 federal funds and \$306,798 local match). This application's funding is for 10/1/2017 - 9/30/2019. This grant application applies for the remainder of the FTA Section 5307 FY16 and FY17 funds. (nunc pro tunc)

Summary

FTA Grant Application - Hub City Transit, 10/1/2017-9/30/2019

Budget Information

Grant is for a total of \$794,769 (\$487,971 FTA Section 5307 federal funds and \$306,798 local match).

The grant's budget includes:

\$40,699 for Preventive Maintenance (Capital Assistance)

\$492,814 for Operating Assistance

\$261,256 for Construction

Expenditure Type

Purchasing Item

Publication Information

Award

Federal Award Identification Number (FAIN)	MS-2017-010-00
Temporary Application Number	1108-2017-3
Award Name	Section 5307 FFY 2016-2017 Operating Assistance, Capital Assistance and Construction of Hub City Admin/Maint Facility
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Part 1: Recipient Information

Name: HATTIESBURG, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1108	City	CITY OF HATTIESBURG	079448130

Location Type	Address	City	State	Zip
Headquarters	200 FORREST ST	HATTIESBURG	MS	394013451
Physical Address	200 FORREST ST	HATTIESBURG	MS	39401
Mailing Address	PO BOX 1898	HATTIESBURG	MS	39403

Union Information

Union Name	NO UNIONS
Address 1	N/A
Address 2	
City	N/A
State	
Zipcode	
Contact Name	N/A
Telephone	000-000-00
Fax	
E-mail	
Website	

Part 2: Award Information

Title: Section 5307 FFY 2016-2017 Operating Assistance, Capital Assistance and Construction of Hub City Admin/Maint Facility

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM
MS-2017-010-00	Obligated / Ready for Execution	Grant	8/17/2017	8/17/2017	No

Award Start Date

9/22/2017

Award End Date

9/30/2019

Award Executive Summary

City of Hattiesburg (Hub City Transit) is applying for the remainder of Section 5307 FY16 and FY17 funds for a total amount of \$794, (\$487,971 federal and \$306,798 local match). FY16 funds for a total amount of \$57,172 (\$28,586 federal and \$28,586 local match). funds for a total amount of \$737,597 (\$459,385 federal and \$278,212 local match). This application reflects the remainder of the apportionment made available in the split allocation letter dated April 7, 2017 and July 11, 2017, respectively.

This grant will fund (1) project for Construction - Admin/Maint Facility and (1) project for Operating Assistance and Capital Assistance

1. Construction – Admin/Maint Facility

2. Operating Assistance

3. Capital Assistance

Start date is the same as the date of the award. End Date is: September 30, 2019. The City of Hattiesburg is the Direct Recipient. The application for Section 5307 Federal Assistance is consistent with the suballocation identified in the Direct Recipient Split Allocation Letters dated April 7, 2017 and July 11, 2017, respectively and are attached to this application.

Local match. Local match will come from the City of Hattiesburg general fund. This construction project is programmed in the Mississippi 2017-2020 STIP approved on June 19, 2017 and amended for Hattiesburg-Petal-Forrest-Lamar on June 19, 2017. See attached STIP pages. This operating and capital assistance project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. See attached STIP pages.

Other FTA grants used to fund the construction of Hub City Transit Admin/Maint facility:

1. MS-2016-007-01

The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 Section 5339 funds is for \$915,158 (\$732,126 federal and \$183,032 local match).

\$100,000 will go to Engineering/Design and the rest of the funds will go to Construction – Admin/Main Facility.

2. MS-2017-003-00

The total amount of this grant is \$469,951 (\$375,961 federal and \$93,990 local match). This grant uses all FY16 Section 5307 funds of this funding is for construction.

This application does not include funds for Research and/or Development Activities.

Indirect Costs will not be applied to this application and its scope of work.

Notes:

a. Overall Start Date will be the date of the award Overall End Date September 30, 2019

b. Is this grant for research and development? No

c. The City of Hattiesburg will not apply an Indirect Cost Rate.

d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	andres.ramirez@dot.gov	General Engineer		
Lindsay	Coleman	Grant Coordinator	grntwtr@hattiesburgms.com	601-554-10
	layana.george@dot.gov	Student Trainee (General Engineer)		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$487,000
Local			\$306,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$794,000

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
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MS-2017-010-01-00	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	\$209,005.00	\$52,251.00	\$261,256.00	
MS-2017-010-01-00		11.41.03 ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	\$47,040.00	\$11,760.00	\$58,800.00	
MS-2017-010-01-00		11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$161,965.00	\$40,491.00	\$202,456.00	
MS-2017-010-02-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	\$32,559.00	\$8,140.00	\$40,699.00	
MS-2017-010-02-00		11.7A.00 PREVENTIVE MAINTENANCE	\$32,559.00	\$8,140.00	\$40,699.00	
MS-2017-010-02-00	300-00 (300-A3)	OPERATING ASSISTANCE	\$246,407.00	\$246,407.00	\$492,814.00	
MS-2017-010-02-00		30.09.01 UP TO 50% FEDERAL SHARE	\$217,821.00	\$217,821.00	\$435,642.00	
MS-2017-010-02-00		30.09.01 UP TO 50% FEDERAL SHARE	\$28,586.00	\$28,586.00	\$57,172.00	

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
MS-90-X103	MS-2017-010-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2016.25.90.91.2	00	Urbanized Area Formula Grants	\$209,005	\$209,005
MS-90-X103	MS-2017-010-02-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	280000	Mississippi	2016.25.90.91.2	00	Urbanized Area Formula Grants	\$32,559	\$32,559
MS-90-X103	MS-2017-010-02-00	OPERATING ASSISTANCE	300-00 (300)	A3	280000	Mississippi	2016.25.90.91.2	04	Urbanized Area Formula Grants	\$246,407	\$246,407

Part 3: Project Information

Project Title: Construction of Hub City Transit Admin/Maint Facility

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2017-010-01-00	1108-2017-3-P1	8/21/2017	8/2/2017	9/30/2019

Project Description

City of Hattiesburg (Hub City Transit) is applying for the remainder of Section 5307 FY17 funds for a total amount of \$261,256 (\$209 federal and \$52,251 local match). This application reflects the remainder of the apportionment made available in the split allocation I dated July 11, 2017.

This grant will fund (1) project for Construction - Admin/Maint Facility

Start date is the same as the date of the award. End Date is: September 30, 2019. The City of Hattiesburg is the Direct Recipient. The application for Section 5307 Federal Assistance is consistent with the suballocation identified in the Direct Recipient Split Allocation Letters dated July 11, 2017 and are attached to this application.

Local match. Local match will come from the City of Hattiesburg general fund. This project is programmed in the Mississippi 2017-2020 STIP approved on June 19, 2017 and amended for Hattiesburg-Petal-Forrest-Lamar on June 19, 2017. See attached STIP pages.

This application does not include funds for Research and/or Development Activities. The City will not be using a Force Account.

Indirect Costs will not be applied to this application and its scope of work.

Notes:

- a. Overall Start Date will be the same as the award date. Overall End Date September 30, 2019
 - b. Is this grant for research and development? No
 - c. The City of Hattiesburg will not apply an Indirect Cost Rate.
 - d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.
- Attachments: STIP

- City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contract Guidance).
- City of Hattiesburg will ensure that contractors procured will not be on the FTA Suspension and Debarment list.

Project Benefits

This project will benefit Hub City Transit (HCT) and all individuals who utilize it. With the reconstructed HCT Administrative and Maintenance Facility, HCT will run much more smoothly and efficiently. HCT is currently in a temporary facility, an old car dealership while the HCT Administrative and Maintenance Facility is being rebuilt.

Additional Information

The EF-3 tornado that came through Hattiesburg on January 21, 2017 dismantled Hub City Transit. The tornado destroyed the transit facility and each of the buses sustained significant damage.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi. The construction of the transit facility will take place on the ground land owned by the City of Hattiesburg, in the footprint/slab of the destroyed transit facility.

Security

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
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49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$209,0
Local			\$52,25
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$261,2

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quant
MS-2017-010-01-00	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	\$209,005.00	\$52,251.00	\$261,256.00	
MS-2017-010-01-00		11.41.03 ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	\$47,040.00	\$11,760.00	\$58,800.00	
MS-2017-010-01-00		11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$161,965.00	\$40,491.00	\$202,456.00	

Project Budget Activity Line Items

Budget Activity Line Item: 11.41.03 - ENG/DESIGN - ADMIN/MAINTENANCE FACILITY					
Scope Name / Code	Line Item #	Custom Item Name	Activity		Quant
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.41.03	ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	ENGINEERING & DESIGN - BUS SUPPORT EQUIP/FACIL		1

Extended Budget Description

Architect fees for developing the reconstruction of the Hub City Administrative and Maintenance Transit Facility destroyed in the Jan 21, 2017 tornado. Project administration will be provided by city administration and will be a part of the Enginnering and Design. A new facility of appox. 9600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restroom on the first floor of appox. 6,400 square feet; offices, storage and a restroom on the second floor of appox. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of appox. 2,000 square feet will be constructed.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialists in the Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$47,04

Local			\$11,76
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$58,80

Milestone Name	Est. Completion Date	Description
Contract Awarded	11/20/2017	Contract Awarded.
Contract Complete	7/1/2019	Contract Complete
RFB/IFB Issued	11/7/2017	RFB/IFB Issued.
Project Closeout	9/30/2019	Project Closeout

Budget Activity Line Item: 11.43.03 - CONSTRUCT - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.03	CONSTRUCT - ADMIN/MAINT FACILITY	CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL	1

Extended Budget Description

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility has been demolished and a new facility will be constructed in the existing facility's footprint. (Demolition was not completed with FTA funds.) The existing slab will not be demolished.

A new facility of approx. 9,600 square feet will be constructed in the same location of the destroyed Hub City Transit Facility. The address of the facility is 1001 South Tipton Street, Hattiesburg, Mississippi 39401. The City of Hattiesburg owns the parcel of land where the facility is located. The property is zoned industrial (I-1) and has been in continuous public use.

This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of approx. 6,400 square feet; offices, storage and a restroom on the second floor of approx. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of approx. 2,000 square feet will be constructed. (see attached supplemental documentation of the project) The new facility will have a useful life of 40 years.

This grant will fund the construction which will consist of:

- **Construction Funding:** The City of Hattiesburg anticipates completing all construction in one phase, as the Mass Transit Department is being housed in a temporary facility and the City of Hattiesburg wants the construction of the Mass Transit Admin/Maint Facility to be completed as soon as possible.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialists in the Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$161,90
Local			\$40,49
Local/In-Kind			\$0

State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$202,45

Milestone Name	Est. Completion Date	Description
RFB/IFB Issued	11/7/2017	RFP/IFB Issued.
Schematic Design Meeting	8/2/2017	Schematic Design Meeting with Architects.
Contract Awarded	11/20/2017	Contract Awarded.
Contract Complete	7/1/2019	Contract Complete
Project Closeout	9/30/2019	Project Closeout

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	5/19/2017

Project Title: Operating Assistance and Preventive Maintenance for Hub City Transit

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2017-010-02-00	1108-2017-3-P2	9/13/2017	10/1/2017	9/30/2019

Project Description

Operating Assistance for fixed route service FY2017 October 1, 2017 through September 30, 2018 as well as for FY2018 October 1, 2018 through September 30, 2019. Funding will include "in-house" personnel travel/training, ADA paratransit expenses. Preventive Maintenance for FY2017 October 1, 2017 through September 30, 2018. Funding will cover the maintenance of HCT fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed. No capital purchase of individual items will have a value of \$5000 or greater. This application for 5307 Federal Assistance is consistent with the suballocation identified in the split allocation letters dated April 7, 2017 and July 11, 2017, respectively. Of the FFY 2016 apportionment, we are applying for \$28,586 in FTA funds (total expenditures equals \$57,172, with a \$28,586 local match). Of the FFY 2017 apportionment, we are applying for \$250,380 in FTA funds (total expenditures equals \$476,341, with a \$225,961 local match). Local match will come from the City of Hattiesburg general fund.

This application does not include funds for Research and/or Development Activities.

Indirect Costs will not be applied to this application and its scope of work.

Notes:

- a. Overall Start Date will be the date of the award Overall End Date September 30, 2019
- b. Is this grant for research and development? No
- c. The City of Hattiesburg will not apply an Indirect Cost Rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Project Benefits

This project will benefit Hub City Transit and all who utilize it. Funding allows the City of Hattiesburg to continue offering safe, efficient and affordable transportation to the general public in Hattiesburg.

Additional Information

None provided.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Security

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$278,966
Local			\$254,547
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$533,513

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2017-010-02-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	\$32,559.00	\$8,140.00	\$40,699.00	1
MS-2017-010-02-00		11.7A.00 PREVENTIVE MAINTENANCE	\$32,559.00	\$8,140.00	\$40,699.00	1
MS-2017-010-02-00	300-00 (300-A3)	OPERATING ASSISTANCE	\$246,407.00	\$246,407.00	\$492,814.00	2
MS-2017-010-02-00		30.09.01 UP TO 50% FEDERAL SHARE	\$217,821.00	\$217,821.00	\$435,642.00	1
MS-2017-010-02-00		30.09.01 UP TO 50% FEDERAL SHARE	\$28,586.00	\$28,586.00	\$57,172.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

Operating Assistance for FY2018 – October 1, 2018 through September 30, 2019. Operating Assistance (50/50) for the City of Hattiesburg Hub City Transit public transit provider. The funds budgeted for operations will cover the costs to operate, maintain and manage the transit and paratransit system. These expenses include the costs such as driver salaries and fuel. Operating service will be completed by Hub City Transit.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$217,821
Local			\$217,821
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$435,642

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2018	Start Date
End Date	9/30/2019	End Date

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

Operating Assistance for FY2017 – October 1, 2017 through September 30, 2018. Operating Assistance (50/50) for the City of Hattiesburg Hub City Transit public transit provider. The funds budgeted for operations will cover the costs to operate, maintain and manage the transit and paratransit system. These expenses include the costs such as driver salaries and fuel. Operating service will be completed by Hub City Transit.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$28,586
Local			\$28,586
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$57,172

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	Start Date
End Date	9/30/2018	End Date

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

The funds budgeted for PM will cover the maintenance of HCT fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet for FY 2016 October 1, 2016 through October 30, 2017.

-No major capital items over \$5000 are anticipated for purchase.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$32,559
Local			\$8,140
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$40,699

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	Start Date
End Date	9/30/2018	End Date

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	\$32,559.00	\$40,699.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
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OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$28,586.00	\$57,172.00
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Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$217,821.00	\$435,642.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	doretha.foster@dot.gov
Comment Type	Application Details
Date	8/31/2017
	Civil Rights Concurrence with comments
	CITY OF HATTIESBURG must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Board's ADA Accessibility Guidelines. Found here: http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities
Comment	Requirements to Remember for: New Construction of Facilities • As required under DOT ADA Standard 206.4.1, CITY OF HATTIESBURG must ensure that 60 percent of all public entrances to the facility will be accessible. If a station has only two entrances, then both must be accessible. • As required under DOT ADA Standard 810.10, for rail projects, CITY OF HATTIESBURG must ensure that no flange way gap can be greater than 2.5" where passenger circulation paths cross tracks at grade (i.e. a street-level pedestrian crossing over streetcar tracks). • As required under DOT ADA Standard 206.3, CITY OF HATTIESBURG must ensure that accessible routes coincide with or are located in the same area as general circulation paths, and elements such as ramps, elevators, and fare vending and collection areas are placed to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public.

- As required under DOT ADA Standard 406.8, CITY OF HATTIESBURG must ensure that curb ramps will have detectable warnings.
- As required under DOT ADA Standard 810.2, CITY OF HATTIESBURG must ensure that bus boarding and alighting areas are in compliance with the ADA-ABA Guidelines (Section 810.2), which address surfaces (sturdy); dimensions (96" long x 60" wide); connection to sidewalks, streets, and pedestrian paths; slope (not steeper than 1:48); signs; and public address systems.
- As required by DOT ADA Standard 810.5.3, CITY OF HATTIESBURG must ensure that station platforms must be coordinated with the vehicle floor height.

The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA.

Application Review Comments

Comment By	andres.ramirez@dot.gov
Comment Type	FTA Post Review Comments for Grantee
Date	9/6/2017
Comment	1. Please rearrange the milestone dates in a chronological order (in the order they have been accomplished or expected to be accomplished): Schematic Design Meeting, RFB/IFB, Contract Awarded, Construction Complete and Project Closeout. 2. Please identify if the City will be using a Force Account (for work done by the agency's own labor). If yes, please add an ALI for work covered by Force Account under the same scope. 3. Please add a new ALI for Engineering & Design if design activities are funded under this grant. 4. Include all the "sister grants" in the Executive Summary and a breakdown of what they contribute to the overall project. 5. Please include the construction/ project location (physical address) in the Extended Budget Description of the ALI. 6. Provide the useful life of the new facility in the Extended Budget Description. Per 5010.1E, most buildings and facilities (concrete, steel, and frame construction) have a useful life of 40 years. 7. Under Part 3: Project Description, please add the following lines: • City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contract Guidance). • City of Hattiesburg will ensure that contractors procured will not be on the FTA Suspension and Debarment list. 8. Please indicate in the extended budget description who is the owner of the parcel(s) of land where the facility is located. 9. Our books show that \$598,611 from the FFY 2016 apportionment are still available. The application is only for \$28,585 of FFY 2016 funds. Are you submitting a separate application for the rest of the FFY 2016 money or do you want to use the available \$598,611 FFY 2016 to be applied to this grant.

Part 6: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-23, October 1, 2016)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by

the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: HATTIESBURG, CITY OF

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2017-010-00

Award Name: Section 5307 FFY 2016-2017 Operating Assistance, Capital Assistance and Construction of Hub City Admin/Maint Facility

Award Start Date: 9/22/2017

Award End Date: 9/30/2019

Award Executive Summary: City of Hattiesburg (Hub City Transit) is applying for the remainder of Section 5307 FY16 and FY17 funds for a total amount of \$794,769 (\$487,971 federal and \$306,798 local match). FY16 funds for a total amount of \$57,172 (\$28,586 federal and \$28,586 local match). FY17 funds for a total amount of \$737,597 (\$459,385 federal and \$278,212 local match). This application reflects the remainder of the apportionment made available in the split allocation letter dated April 7, 2017 and July 11, 2017, respectively.

This grant will fund (1) project for Construction - Admin/Maint Facility and (1) project for Operating Assistance and Capital Assistance.

1. Construction – Admin/Maint Facility
2. Operating Assistance
3. Capital Assistance

Start date is the same as the date of the award. End Date is: September 30, 2019. The City of Hattiesburg is the Direct Recipient. This application for Section 5307 Federal Assistance is consistent with the suballocation identified in the Direct Recipient Split Allocation Letters dated April 7, 2017 and July 11, 2017, respectively and are attached to this application.

Local match. Local match will come from the City of Hattiesburg general fund. This construction project is programmed in the Mississippi 2017-2020 STIP approved on June 19, 2017 and amended for Hattiesburg-Petal-Forrest-Lamar on June 19, 2017. See attached STIP pages. This operating and capital assistance project is programmed in the Mississippi 2017-2020 STIP

approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. See attached STIP pages.

Other FTA grants used to fund the construction of Hub City Transit Admin/Maint facility:

1. MS-2016-007-01

The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 Section 5339 funds is for \$915,158 (\$732,126 federal and \$183,032 local match).

\$100,000 will go to Engineering/Design and the rest of the funds will go to Construction – Admin/Main Facility.

2. MS-2017-003-00

The total amount of this grant is \$469,951 (\$375,961 federal and \$93,990 local match). This grant uses all FY16 Section 5307 funds. All of this funding is for construction.

This application does not include funds for Research and/or Development Activities.

Indirect Costs will not be applied to this application and its scope of work.

Notes:

a. Overall Start Date will be the date of the award Overall End Date September 30, 2019

b. Is this grant for research and development? No

c. The City of Hattiesburg will not apply an Indirect Cost Rate.

d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$794,769.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$487,971.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$306,798.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$487,971.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$306,798.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$487,971
Local			\$306,798
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Total Eligible Cost	\$794,769

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified

Original Certification Date: 09/21/2017 2:50 PM GMT

Special Conditions

There are no special conditions.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

yvette.taylor@dot.gov

Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: Yvette.Taylor@dot.gov

Award Date: 9/22/2017

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

HATTIESBURG, CITY OF



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-764

File ID: 2017-764

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 09/25/2017

Brief Title: Mass Transit Position Reclassification

Final Action: 10/03/2017

Minute Book Number: MB2017-417

Title:

Approve or Deny to reclassify one (1) vacant Driver position in Mass Transit to a Mechanic position.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-13

Sponsors:

Enactment Date:

Attachments: Council Wage Request - Driver to Mechanic - 10-2017

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Approve				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve to reclassify one (1) vacant Driver position in Mass Transit to a Mechanic position.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-764

Title

Approve or Deny to reclassify one (1) vacant Driver position in Mass Transit to a Mechanic

position.

Summary

Mass Transit Position Reclassification

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COUNCIL WAGE CHANGE REQUEST FORM

<i>Request Number</i>	1
<i>Date of Request</i>	9/25/2017
<i>Employee Name</i>	N/A

CURRENT

<i>Department</i>	MASS TRANSIT
<i>Position Title</i>	DRIVER
<i>Position Number</i>	
<i>Annual Rate of Pay</i>	\$27,040.00

CHANGE

<i>Department</i>	MASS TRANSIT
<i>Position Title</i>	MECHANIC
<i>Position Number</i>	
<i>Annual Rate of Pay</i>	\$29,120.00
<i>This Position became Vacant on:</i>	8/1/2016
<i>Reason for Requested Change</i>	RECLASSIFY BUS DRIVER IN MASS TRANSIT POSITION TO MECHANIC IN MASS TRANSIT

BUDGET

<i>Request Currently Budgeted?</i>	NO
<i>Is a Budget Amendment Required?</i>	Have several vacant positions, so it will not require a Budget Amendment, just move funds of \$2,080 from one position to another.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-768

File ID: 2017-768

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Carter Carroll

File Created: 09/26/2017

Brief Title: Designate the Southern Pines Animal Shelter's 65th Anniversary Party Sunday, October 8, 2017, as a city-approved event for the purposes described in Ordinance Number 3148.

Final Action: 10/03/2017

Minute Book Number: MB2017-417-418

Title:

Designate the Southern Pines Animal Shelter's 65th Anniversary Party, to be held Sunday, October 8, 2017, in Town Square Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-14

Sponsors:

Enactment Date:

Attachments: Letter, A. Saffie, Southern Pines 65th Anniversary Party

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Designate				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Designate the Southern Pines Animal Shelter's 65th Anniversary Party, to be held Sunday, October 8, 2017, in Town Square Park, as a City-approved event for the purposes described in Ordinance Number 3148.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-768

Title

Designate the Southern Pines Animal Shelter's 65th Anniversary Party, to be held Sunday, October 8, 2017, in Town Square Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Summary

Designate the Southern Pines Animal Shelter's 65th Anniversary Party Sunday, October 8, 2017, as a city-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

September 22, 2017



Mr. Carter Carroll, President
Hattiesburg City Council
P. O. Box 1898
Hattiesburg, MS 39403

Dear Carter:

I am requesting to be added to the City Council agenda for the October 2nd City Council meeting. I am requesting that the Southern Pines Animal Shelter's 65th Anniversary Party, to be held in Town Square Park on Sunday, October 8th, be list as a city-approved event for the purposes described in Ordinance Number 3148.

Thank you in advance for considering our request, if you need additional information please let me know.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andrea Saffle", written in a cursive style.

Andrea Saffle
Executive Director, Historic Hattiesburg Downtown Association



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-772

File ID: 2017-772

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/27/2017

Brief Title: Professional Services Agreement for requested services related to Timberton Softball Complex.

Final Action: 10/03/2017

Minute Book Number: MB2017-418

Title:

Authorize Mayor to execute Professional Services Agreement with Neel-Schaffer, Inc for all requested services related to the Timberton Softball Complex.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-15

Sponsors:

Enactment Date:

Attachments: Timberton Softball Complex, revised final_Engineering Agreement 10-3-17, executed Timberton Softball Complex, revised final_Engineering Agreement 10-3-17

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council	10/03/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Authorize Mayor to execute Professional Services Agreement with Neel-Schaffer, Inc for all requested services related to the Timberton Softball Complex.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-772

Title

Authorize Mayor to execute Professional Services Agreement with Neel-Schaffer, Inc for all requested services related to the Timberton Softball Complex.

Summary

Professional Services Agreement- Neel-Schaffer for requested services related to Timberton Softball Complex.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF HATTIESBURG, MS

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on _____, 20____, between

The City of Hattiesburg, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER**.

The **OWNER** intends to contract with the Engineer to provide all requested services related to the Timberton Softball Complex, which is described in more detail in **Exhibit A, Project Description**, and hereinafter called the “**Project**.”

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** with respect to the **Project** and the payment for these services by the **OWNER** as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER's RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards

which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that

affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless

multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit E, "Payments to Engineer."**

5.2. **Times of Payment.** **ENGINEER** shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon **ENGINEER's** estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this **Agreement**. **OWNER** shall make prompt monthly payments in response to **ENGINEER's** monthly statements.

5.3. **Delinquent Payments.** The **OWNER** recognizes time is critical with respect to payment of the **ENGINEER's** statements, and that timely payment is a material part of the consideration of this **Agreement**. **ENGINEER's** statements shall be due and payable within 45 calendar days of statement date.

If **OWNER** objects to all or any portion of an invoice, **OWNER** shall notify the **ENGINEER** within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If **OWNER** fails to make any payment due **ENGINEER** for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of **ENGINEER's** statement, the amounts due **ENGINEER** shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by **OWNER** or **ENGINEER** under Paragraph 6.2, **OWNER** shall pay **ENGINEER** for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to **ENGINEER's** compensation will be kept

in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and

specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER**

shall have the right to retain copies of all documents for his files.

6.4.2. Deleted

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$1,000,000.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right

to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Deleted**

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.11. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation

or the period of service, then the compensation and/or period of service can be renegotiated.

6.12. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.13. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.14. **Risk Allocation.** The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$1,000,000 or the

ENGINEER's total fee for services rendered on this project, whichever is greater.

6.15. **Period of Repose.** Any applicable statute of limitations shall be in accordance to the State Laws of Mississippi.

6.16. **Hazardous Materials.**

6.16.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.16.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

6.17. **Subsurface Conditions and Utilities.**

6.17.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.17.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.18. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract

Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.20.1 Professional Quality. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other professional services furnished by the **ENGINEER** under this Agreement. The

ENGINEER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other professional services, and shall be liable to **OWNER** as a result of such errors or omissions

6.19. Value Engineering. If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The

ENGINEER shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.20. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.21. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.22. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.23. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.24. The **ENGINEER** authorizes Michael W. Essary, Registered

Professional Engineer No. #11856 in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract

price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Programming Stage Description."

8.2.3. Exhibit C, "Future Scope Description."

8.2.4. Exhibit D, "Project Schedule."

8.2.5. Exhibit E, "Payments to Engineer."

8.2.6. Exhibit F, "Project Boundary."

8.3. This **Agreement**, consisting of Pages 1 to 14, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day
and year first written above.

OWNER: CITY OF HATTIESBURG, MS

ENGINEER: NEEL-SCHAFFER, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

WITNESS: _____

WITNESS: _____

EXHIBIT A

PROJECT DESCRIPTION

The Timberton Softball Complex suffered damage as a result of the January 21, 2017 tornado weather event. The complex consists of six (6) softball fields, three (3) buildings, parking, walking trail and various other site amenities.

The Project includes the provision of engineering services to the City of Hattiesburg associated with the Timberton Softball Complex as shown in Exhibit F “Project Boundary”. The contract includes the Programming Stage described in Exhibit B “Scope of Programming Stage Description”. Additional phases such as Construction Documents/Bidding and Construction Administration can be added as requested by the City of Hattiesburg.

EXHIBIT B

SCOPE OF PROGRAMMING STAGE SERVICES

1 PROGRAMMING STAGE

After execution of the Agreement, the Programming Stage will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project such as the FEMA Subgrant Application and associated quotes and cost estimate.
- 1.3 Analyze the Timberton Softball Complex to identify and document any damage, scope of work or other items not included in the FEMA Subgrant Application and assign justifiable cost to those items.
- 1.4 Create a document that includes a civil, structural, electrical, mechanical and plumbing report. The document will also include FEMA Subgrant Application cost revisions and new scope of work cost with justification.
- 1.5 Furnish one copy of above draft document to **OWNER** for review
- 1.6 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.7 Modify draft document as necessary to reflect **OWNER's** comments.
- 1.8 Furnish two (2) sets of the above final document, one to the **OWNER** and one directly to the **City Council**, for review and approval.

Exhibit D
Project Schedule

Task	September					October					November					December				
Programming Stage						CA						C								

CA

Contract approved at October 3 City Council Meeting

C

Programming Stage complete.

EXHIBIT E

PAYMENTS TO ENGINEER

1.1 For Basic Services

Owner will pay **ENGINEER** for Basic Services rendered under Section 1 to not exceed the ***Engineering and Design Services of Average Complexity Curve B***, as supplemented by Exhibit B, "Scope of Programming Stage Description" and Exhibit C-D, "Future Scope Description", the following amounts:

1.1.1 For Programing Stage. A lump sum fee of **\$17,211.00**. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Programming Stage.

1.1.2 For Construction Documents & Bidding. A lump sum fee of \$ _____. Payments to **ENGINEER** for Final Design Phase shall be made in accordance with the provisions of paragraph 5.2 of this agreement.

1.1.3 For Construction Administration. A lump sum fee of \$ _____. This fee is based on a construction contract period consisting of ____ days. If this period is extended, through no fault of the **ENGINEER**, then the lump sum fee will be increased by \$ ____ per day. Payments to **ENGINEER** for Construction Phase shall be made in accordance with the provisions of paragraph 5.2 of this **Agreement**.

1.1.4 For Additional Services. (Suggested wording.) **OWNER** shall pay **ENGINEER** for *Additional Services rendered under Section 2 on the basis of ENGINEER's Direct Labor Costs times a factor of 2.9 plus Reimbursable Expenses*. Payments to **ENGINEER** for *Additional Services* shall be made in accordance with paragraph 5.2 of this **Agreement**. *In addition to these Additional Services specified under Section 2 of this Agreement, the following shall be considered as Additional Services:*

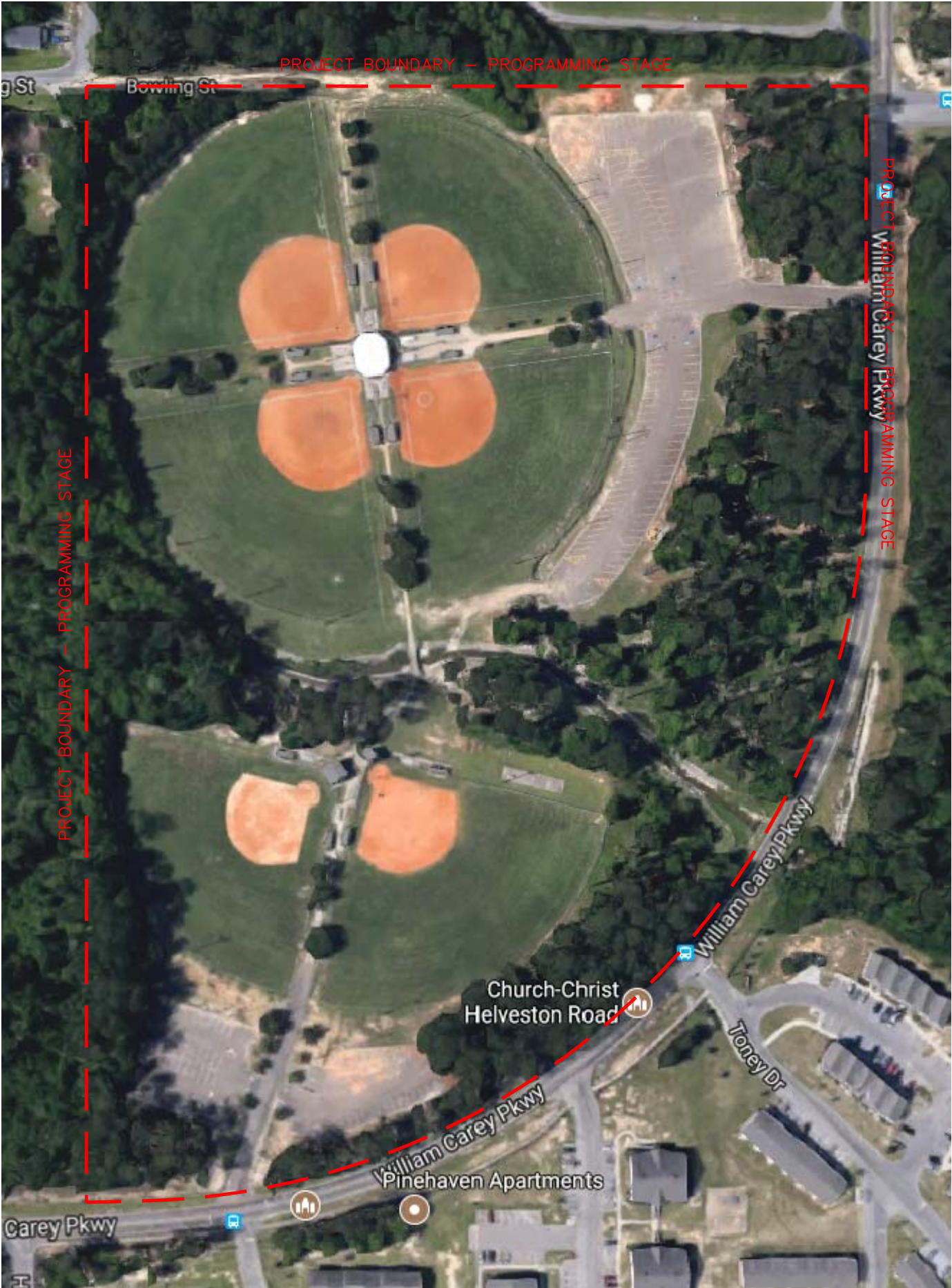
- *Surveys and Mapping*
- *Geotechnical Investigations and Engineering*
- *Architectural Services*

OWNER anticipates providing these services and information to **ENGINEER** such that *Additional Services* will not be required for them.

1.1.5 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.

EXHIBIT F
PROJECT BOUNDARY - PROGRAMMING STAGE



AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF HATTIESBURG, MS

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on October 3, 2017, between

The City of Hattiesburg, the OWNER, and NEEL-SCHAFFER, INC., the ENGINEER.

The OWNER intends to contract with the Engineer to provide all requested services related to the Timberton Softball Complex, which is described in more detail in **Exhibit A, Project Description**, and hereinafter called the "Project."

The OWNER and the ENGINEER, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the ENGINEER with respect to the **Project** and the payment for these services by the OWNER as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — **OWNER's RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards

which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that

affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless

multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit E, "Payments to Engineer."

5.2. **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this Agreement. ENGINEER's statements shall be due and payable within 45 calendar days of statement date.

If OWNER objects to all or any portion of an invoice, OWNER shall notify the

ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept

in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and

specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER**

shall have the right to retain copies of all documents for his files.

6.4.2. Deleted

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$1,000,000.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right

to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. Deleted

6.9. Relationship. The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. Standard of Care. The **ENGINEER** will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.11. Compliance with Codes and Standards. The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation

or the period of service, then the compensation and/or period of service can be renegotiated.

6.12. Force Majeure. Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.13. Separate Provisions. If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.14. Risk Allocation. The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$1,000,000 or the

ENGINEER's total fee for services rendered on this project, whichever is greater.

6.15. **Period of Repose.** Any applicable statute of limitations shall be in accordance to the State Laws of Mississippi.

6.16. **Hazardous Materials.**

6.16.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.16.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

6.17. **Subsurface Conditions and Utilities.**

6.17.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.17.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.18. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract

Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.20.1 Professional Quality. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other professional services furnished by the **ENGINEER** under this Agreement. The

ENGINEER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other professional services, and shall be liable to **OWNER** as a result of such errors or omissions

6.19. Value Engineering. If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The

ENGINEER shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.20. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.21. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.22. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.23. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.24. The **ENGINEER** authorizes
Michael W. Essary, Registered

Professional Engineer No. #11856 in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this **Agreement**:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract

price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Programming Stage Description."

8.2.3. Exhibit C, "Future Scope Description."

8.2.4. Exhibit D, "Project Schedule."

8.2.5. Exhibit E, "Payments to Engineer."

8.2.6. Exhibit F, "Project Boundary."

8.3. This **Agreement**, consisting of Pages 1 to 14, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day
and year first written above.

OWNER: CITY OF HATTIESBURG, MS

BY: _____

TITLE: Mayor _____

WITNESS: _____


City Clerk _____

ENGINEER: NEEL-SCHAFER, INC.

BY: _____

TITLE: _____

WITNESS: _____

EXHIBIT A

PROJECT DESCRIPTION

The Timberton Softball Complex suffered damage as a result of the January 21, 2017 tornado weather event. The complex consists of six (6) softball fields, three (3) buildings, parking, walking trail and various other site amenities.

The Project includes the provision of engineering services to the City of Hattiesburg associated with the Timberton Softball Complex as shown in Exhibit F "Project Boundary". The contract includes the Programming Stage described in Exhibit B "Scope of Programming Stage Description". Additional phases such as Construction Documents/Bidding and Construction Administration can be added as requested by the City of Hattiesburg.

EXHIBIT B

SCOPE OF PROGRAMMING STAGE SERVICES

1 PROGRAMMING STAGE

After execution of the Agreement, the Programming Stage will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project such as the FEMA Subgrant Application and associated quotes and cost estimate.
- 1.3 Analyze the Timberton Softball Complex to identify and document any damage, scope of work or other items not included in the FEMA Subgrant Application and assign justifiable cost to those items.
- 1.4 Create a document that includes a civil, structural, electrical, mechanical and plumbing report. The document will also include FEMA Subgrant Application cost revisions and new scope of work cost with justification.
- 1.5 Furnish one copy of above draft document to **OWNER** for review
- 1.6 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.7 Modify draft document as necessary to reflect **OWNER's** comments.
- 1.8 Furnish two (2) sets of the above final document, one to the **OWNER** and one directly to the City **Council**, for review and approval.

Exhibit D Project Schedule

Task	September			October			November			December		
Programming Stage				CA					C			

CA
C

Contract approved at October 3 City Council Meeting

Programming Stage complete.

EXHIBIT E

PAYMENTS TO ENGINEER

1.1 For Basic Services

Owner will pay **ENGINEER** for Basic Services rendered under Section 1 to not exceed the *Engineering and Design Services of Average Complexity Curve B*, as supplemented by Exhibit B, "Scope of Programming Stage Description" and Exhibit C-D, "Future Scope Description", the following amounts:

- 1.1.1 For Programing Stage. A lump sum fee of **\$17,211.00**. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Programming Stage.
- 1.1.2 For Construction Documents & Bidding. A lump sum fee of \$_____. Payments to **ENGINEER** for Final Design Phase shall be made in accordance with the provisions of paragraph 5.2 of this agreement.
- 1.1.3 For Construction Administration. A lump sum fee of \$_____. This fee is based on a construction contract period consisting of ____ days. If this period is extended, through no fault of the **ENGINEER**, then the lump sum fee will be increased by \$____ per day. Payments to **ENGINEER** for Construction Phase shall be made in accordance with the provisions of paragraph 5.2 of this **Agreement**.
- 1.1.4 For Additional Services. (Suggested wording.) ***OWNER** shall pay **ENGINEER** for Additional Services rendered under Section 2 on the basis of **ENGINEER**'s Direct Labor Costs times a factor of 2.9 plus Reimbursable Expenses. Payments to **ENGINEER** for Additional Services shall be made in accordance with paragraph 5.2 of this **Agreement**. In addition to these Additional Services specified under Section 2 of this **Agreement**, the following shall be considered as Additional Services:*

- *Surveys and Mapping*
- *Geotechnical Investigations and Engineering*
- *Architectural Services*

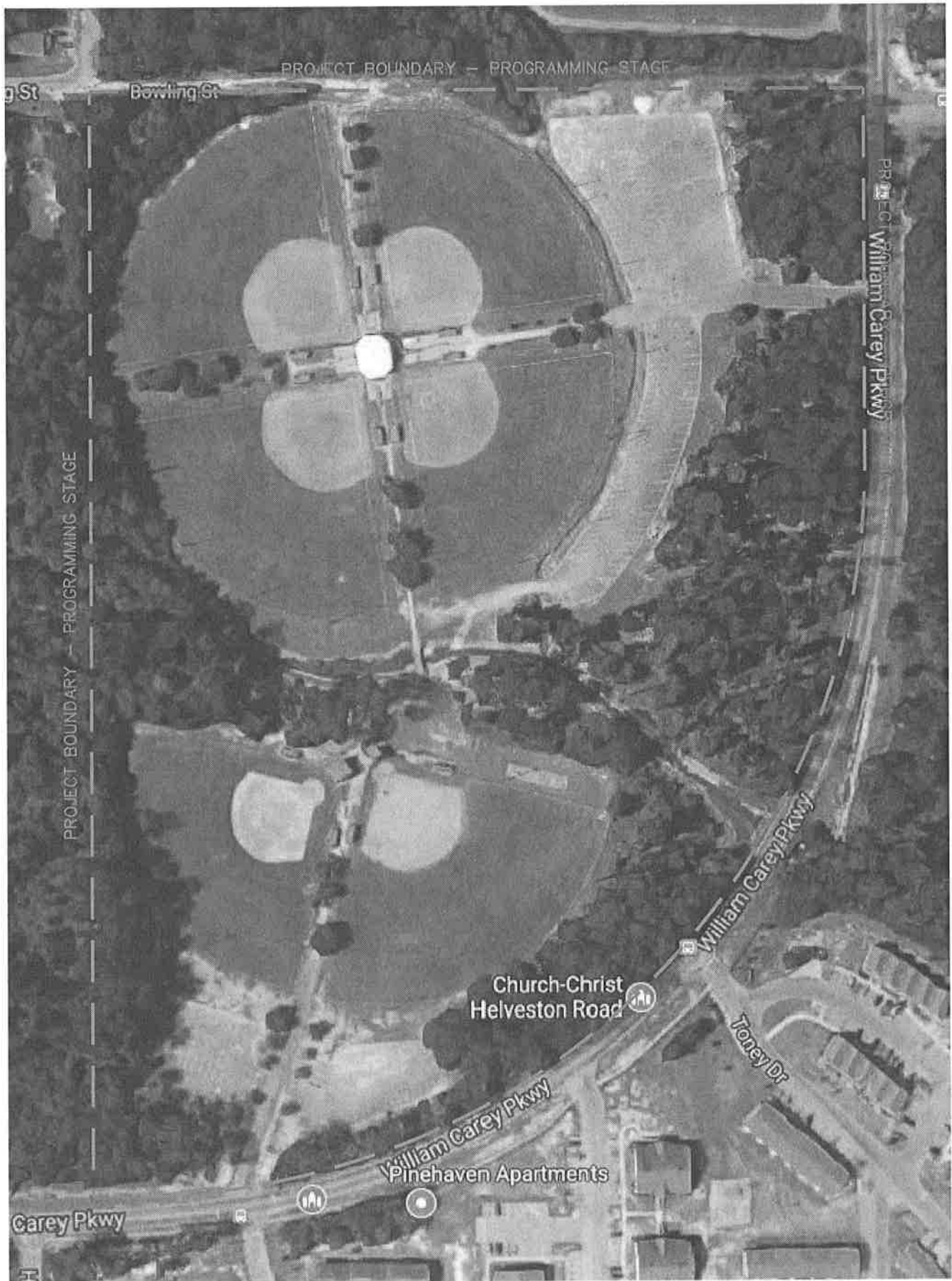
***OWNER** anticipates providing these services and information to **ENGINEER** such that Additional Services will not be required for them.*

- 1.1.5 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER**'s ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER**'s receipt of grants for the **Project** or **OWNER**'s decision to suspend or cancel the **Project**.

EXHIBIT F

PROJECT BOUNDARY - PROGRAMMING STAGE





City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-746

File ID: 2017-746

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/12/2017

Brief Title: FTA Grant Application - Hub City Transit
Administrative/Maintenance Facility

Final Action: 10/03/2017

Minute Book Number: MB2017-418

Title:

Acknowledge the submission of grant application MS-2017-003-00 to Federal Transit Administration and execution of contract for the Construction of Hub City Transit Administrative/Maintenance Facility in the amount of \$469,951 (\$375,961 FTA Section 5307 federal funds and \$93,990 local match). This application's funding is for 07/10/2017- 09/30/2019. (nunc pro tunc)

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-16

Sponsors:

Enactment Date:

Attachments: Grant Agreement MS-2017-003-00, MS-2017-003-00
Application

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Lindsay Coleman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council	10/03/2017	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Acknowledge the submission of grant application MS-2017-003-00 to Federal Transit Administration and execution of contract for the Construction of Hub City Transit Administrative/Maintenance Facility in the amount of \$469,951 (\$375,961 FTA Section 5307 federal funds and \$93,990 local match). This application's funding is for 07/10/2017- 09/30/2019.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2017-746

Title

Acknowledge the submission of grant application MS-2017-003-00 to Federal Transit Administration and execution of contract for the Construction of Hub City Transit Administrative/Maintenance Facility in the amount of \$469,951 (\$375,961 FTA Section 5307 federal funds and \$93,990 local match). This application's funding is for 07/10/2017- 09/30/2019. (nunc pro tunc)

Summary

FTA Grant Application - Hub City Transit Administrative/Maintenance Facility,
07/10/2017-9/30/2019

Budget Information

Grant is for a total of \$469,951 (\$375,961 FTA Section 5307 federal funds and \$93,990 local match).

Expenditure Type

Purchasing Item

Publication Information

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-23, October 1, 2016)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: HATTIESBURG, CITY OF

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2017-003-00

Award Name: Section 5307 Construction of Hub City Admin/Maint Facility

Award Executive Summary: This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match).

Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg-Petal-Forrest-Lamar on June XX, 2017. See attached STIP pages.

This grant will fund (1) project for Construction - Admin/Maint Facility

Notes:

- a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019
- b. Is this grant for research and development? No
- c. The City of Hattiesburg will not apply an Indirect Cost Rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Total Award Budget: \$469,951.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$375,961.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$93,990.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$375,961.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$93,990.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
----------------	--------------------	-------------	--------

49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$375,961
Local			\$93,990
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$469,951

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

Project Information

Project Number	Project Title	Project Description
MS-2017-003-01-00	Section 5307 Construction of Hub City Transit Admin/Maint Facility	This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match). Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. Amended for Hattiesburg on June XX, 2017. See attached STIP pages. This grant will fund (1) project for Construction - Admin/Maint Facility. Notes: a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019 b. Is this grant for research and development? No c. The City of Hattiesburg will not apply an Indirect Cost Rate. d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached. Attachments: STIP

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$375,961
Local			\$93,990
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Total Eligible Cost	\$469,951

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date: 06/15/2017 9:20 AM GMT

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:
Dudley Whyte
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date: 6/20/2017 4:30 PM EDT

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Johnny DuPree
Mayor
HATTIESBURG, CITY OF
6/21/2017 4:14 PM EDT

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	MS-2017-003-00
Temporary Application Number	1108-2017-2
Award Name	Section 5307 Construction of Hub City Admin/Maint Facility
Award Status	Active (Executed)
Award Budget Number	0

Part 1: Recipient Information

Name: HATTIESBURG, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1108	City	CITY OF HATTIESBURG	079448130

Location Type	Address	City	State	Zip
Headquarters	200 FORREST ST	HATTIESBURG	MS	39401
Physical Address	200 FORREST ST	HATTIESBURG	MS	39401
Mailing Address	PO BOX 1898	HATTIESBURG	MS	39403

Union Information

Union Name	NO UNIONS
Address 1	N/A
Address 2	
City	N/A
State	
Zipcode	
Contact Name	N/A
Telephone	000-000-00

Fax	
E-mail	
Website	

Part 2: Award Information

Title: Section 5307 Construction of Hub City Admin/Maint Facility

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From
MS-2017-003-00	Active (Executed)	Grant	5/2/2017	5/2/2017	No

Award Executive Summary

This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match).

Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississ 2020 STIP approved on October 1, 2016 and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg-P Lamar on June XX, 2017. See attached STIP pages.

This grant will fund (1) project for Construction - Admin/Maint Facility

Notes:

- Overall Start Date July 10, 2017 Overall End Date September 30, 2019
 - Is this grant for research and development? No
 - The City of Hattiesburg will not apply an Indirect Cost Rate.
 - The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.
- Attachments: STIP

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Pre-Award Authority

Yes, this award is using Pre-Award Authority.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phon
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	abigail.rivera@dot.gov				
	emmanuel.ramos@dot.gov				
Lindsay	Coleman	Grant Coordinator	grntwtr@hattiesburgms.com	601-	

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
MS-2017-003-01-00	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$375,961.00	\$93,990.00	\$469,951.00
MS-2017-003-01-00	11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$375,961.00	\$93,990.00	\$469,951.00

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount
MS-90-X100	MS-2017-003-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2016.25.90.91.2	00	Urbanized Area Formula Grants	\$375,961

Part 3: Project Information

Project Title: Section 5307 Construction of Hub City Transit Admin/Maint Facility

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2017-003-01-00	1108-2017-2-P1	5/3/2017	7/10/2017	9/30/2017

Project Description

This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match).

Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. Amendment approved for Hattiesburg on June XX, 2017. See attached STIP pages.

This grant will fund (1) project for Construction - Admin/Maint Facility.

Notes:

- a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019
- b. Is this grant for research and development? No
- c. The City of Hattiesburg will not apply an Indirect Cost Rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Project Benefits

This project will benefit Hub City Transit (HCT) and all individuals who utilize it. With the reconstructed HCT Administrative and Maintenance Facility, HCT will run much more smoothly and efficiently. HCT is has being housed at the Hattiesburg Intermodal Facility since a tornado destroyed the Administrative and Maintenance Facility. Later this month, HCT will move into a temporary facility, a car dealership, while the HCT Administrative and Maintenance Facility is being rebuilt.

Additional Information

The EF-3 tornado that came through Hattiesburg on January 21, 2017 dismantled Hub City Transit. The tornado destroyed the Administrative and Maintenance Facility and each of the buses sustained significant damage. HCT is has being housed at the Hattiesburg Intermodal Facility since a tornado destroyed the Administrative and Maintenance Facility. Later this month, HCT will move into a temporary facility, a car dealership, while the HCT Administrative and Maintenance Facility is being rebuilt.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi. The construction of the transit facility will take place on land owned by the City of Hattiesburg, where the current destroyed transit facility is located.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
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Project Control Totals

Funding Source	Section of Statute	CFDA Number
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
MS-2017-003-01-00	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$375,961.00	\$93,990.00	\$469,951.00
MS-2017-003-01-00	11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$375,961.00	\$93,990.00	\$469,951.00

Project Budget Activity Line Items

Budget Activity Line Item: 11.43.03 - CONSTRUCT - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Custom Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.03	CONSTRUCT - ADMIN/MAINT FACILITY	CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL

Extended Budget Description

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2011 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's foot print. (Demolition will not be completed with FTA funds.) The existing slab will not be demolished.

A new facility of approx. 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and a restroom on the first floor of approx. 6,400 square feet; offices, storage and a restroom on the second floor of approx. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of approx. 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund the construction which will consist of:

- **Construction Funding:** The City of Hattiesburg anticipates completing all construction in one phase, as the Mass Transit is being housed in a temporary facility and the City of Hattiesburg wants the construction of the Mass Transit Admin/Maintenance Facility completed as soon as possible.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialist, Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Milestone Name	Est. Completion Date	Description
RFB/IFB Issued	7/10/2017	RFP/IFB Issued.
Contract Awarded	10/10/2017	Contract Awarded. Construction Begins.
Contract Complete	7/1/2019	Contract Complete.
Project Closeout	9/30/2019	Project Closeout.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and parking lots; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	5/19/2017

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By emmanuel.ramos@dot.gov

Comment Type Application Details

Date 5/23/2017

This is my observation for this application:

Comment * The application documents should include the schedule and schematic drawing of the project/facility.

Comment By emmanuel.ramos@dot.gov

Comment Type Application Details

Date 6/2/2017

These are the new instructions for Hattiesburg's application:

Comment I will concur with the application but Hattiesburg needs to ensure to attach to the "Application Documents" the schedule and drawings as soon as they have it. This is a requirement according to A_to_Z FTA guidance (4.1.4).

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 6/6/2017

Lindsay you only have one item to correct. I am forwarding this to the PM, Mr. Emmanuel Ramos for final review. I believe you stated that the MPO was about to or already had approved the Amendment for the new construction. All we need is the dates below and state where the local match will come from. When you correct the information below in Part 2 do the same in Part 3. Thank you

Comment •
Local match. Local match will come from XXX. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg-Petal-Forrest-Lamar on June XX, 2017. See attached STIP pages.
• LTP (long range transportation plan) and the UPWP from the application documents.

All that is needed for this grant is the STIP page showing the project being funded in this grant application

Comment By doretha.foster@dot.gov

Comment Type Application Details

Date 6/8/2017

Civil Rights concurrence with ADA guidance

The City of Hattiesburg must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Board's ADA Accessibility Guidelines. Found here: <http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities>

Requirements to Remember for: New Construction of Facilities

- As required under DOT ADA Standard 206.4.1, The City of Hattiesburg must ensure that 60 percent of all public entrances to the facility will be accessible. If a station has only two entrances, then both must be accessible.
 - As required under DOT ADA Standard 810.10, for rail projects, The City of Hattiesburg must ensure that no flange way gap can be greater than 2.5" where passenger circulation paths cross tracks at grade (i.e. a street-level pedestrian crossing over streetcar tracks).
 - As required under DOT ADA Standard 206.3, The City of Hattiesburg must ensure that accessible routes coincide with or are located in the same area as general circulation paths, and elements such as ramps, elevators, and fare vending and collection areas are placed to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public.
 - As required under DOT ADA Standard 406.8, The City of Hattiesburg must ensure that curb ramps will have detectable warnings.
 - As required under DOT ADA Standard 810.2 The City of Hattiesburg must ensure that bus boarding and alighting areas are in compliance with the ADA-ABA Guidelines (Section 810.2), which address surfaces (sturdy); dimensions (96" long x 60" wide); connection to sidewalks, streets, and pedestrian paths; slope (not steeper than 1:48); signs; and public address systems.
- As required by DOT ADA Standard 810.5.3, The City of Hattiesburg must ensure that station platforms must be coordinated with the vehicle floor height.

The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-23, October 1, 2016)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
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FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: HATTIESBURG, CITY OF

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2017-003-00

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Notes:

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b. Is this grant for research and development? No
c. The City of Hattiesburg will not apply an Indirect Cost Rate.
d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.
Attachments: STIP

Total Award Budget: \$469,951.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$375,961.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$93,990.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$375,961.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$93,990.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

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State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$469,951

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

Project Information

Project Number	Project Title	Project Description
MS-2017-003-01-00	Section 5307 Construction of Hub City Transit Admin/Maint Facility	This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match). Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. Amended for Hattiesburg on June XX, 2017. See attached STIP pages. This grant will fund (1) project for Construction - Admin/Maint Facility. Notes: a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019 b. Is this grant for research and development? No c. The City of Hattiesburg will not apply an Indirect Cost Rate. d. The City of Hattiesburg is the

Direct Recipient for grant funds. Documentation is attached.
Attachments: STIP

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
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State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$469,951

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date: 06/15/2017 1:20 PM GMT

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:
dudley.whyte@dot.gov
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date: 6/20/2017 8:30 PM GMT+00:00

EXECUTION OF THE GRANT AGREEMENT

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- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Johnny DuPree

Mayor

HATTIESBURG, CITY OF

6/21/2017 8:14 PM GMT+00:00



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-747

File ID: 2017-747

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/12/2017

Brief Title: FTA Grant Application - Hub City Transit
Administrative/Maintenance Facility

Final Action: 10/03/2017

Minute Book Number: MB2017-418-419

Title:

Acknowledge the submission of grant application MS-2016-007-01 to Federal Transit Administration and execution of contract for the amendment to grant application FY2015 Hattiesburg Transit Facility Renovation and Upgrade in the amount of \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). The amendment is for the reconstruction of the Hub City Transit Administrative/Maintenance Facility, as the original grant was for renovation of the Facility.

The original grant was for a total of \$615,566.25 (\$492,435.00 in FTA Section 5339 Federal Funds and \$123,113.25 local match).

The new grant is for \$299,592 (\$239,673 in FTA Section 5339 Federal Funds and \$59,919 local match), bringing the new total up to \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). (nunc pro tunc)

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-17

Sponsors:

Enactment Date:

Attachments: MS-2016-007-01 Application, Grant Agreement
MS-2016-007-01

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Lindsay Coleman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council	10/03/2017	Acknowledge				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge the submission of grant application MS-2016-007-01 to Federal Transit Administration and execution of contract for the amendment to grant application FY2015 Hattiesburg Transit Facility Renovation and Upgrade in the amount of \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). The amendment is for the reconstruction of the Hub City Transit Administrative/Maintenance Facility, as the original grant was for renovation of the Facility. The original grant was for a total of \$615,566.25 (\$492,435.00 in FTA Section 5339 Federal Funds and \$123,113.25 local match). The new grant is for \$299,592 (\$239,673 in FTA Section 5339 Federal Funds and \$59,919 local match), bringing the new total up to \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-747

Title

Acknowledge the submission of grant application MS-2016-007-01 to Federal Transit Administration and execution of contract for the amendment to grant application FY2015 Hattiesburg Transit Facility Renovation and Upgrade in the amount of \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). The amendment is for the reconstruction of the Hub City Transit Administrative/Maintenance Facility, as the original grant was for renovation of the Facility.

The original grant was for a total of \$615,566.25 (\$492,435.00 in FTA Section 5339 Federal Funds and \$123,113.25 local match).

The new grant is for \$299,592 (\$239,673 in FTA Section 5339 Federal Funds and \$59,919 local match), bringing the new total up to \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). (nunc pro tunc)

Summary

FTA Grant Application - Hub City Transit Administrative/Maintenance Facility,
07/10/2017-9/30/2019

Budget Information

Grant is for a total of \$915,518 (\$732,126 FTA Section 5307 federal funds and \$183,032 local match).

Expenditure Type

Purchasing Item

Publication Information

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	MS-2016-007-01
Temporary Application Number	1108-2016-2
Award Name	(5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade
Award Status	Active (Executed)
Award Budget Number	0

Part 1: Recipient Information

Name: Hattiesburg, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1108	City	CITY OF HATTIESBURG	079448130

Location Type	Address	City	State	Zip
Headquarters	200 FORREST ST	HATTIESBURG	MS	39401
Physical Address	200 FORREST ST	HATTIESBURG	MS	39401
Mailing Address	PO BOX 1898	HATTIESBURG	MS	39403

Union Information

Union Name	NO UNIONS
Address 1	N/A
Address 2	
City	N/A
State	
Zipcode	
Contact Name	N/A
Telephone	000-000-00

Fax

E-mail

Website

Part 2: Award Information

Title: (5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From
MS-2016-007-01	Active (Executed)	Grant	5/4/2017	5/4/2017	No

Award Start Date

The start date will be set to the date of the award

Award End Date

9/30/2019

Award Executive Summary

AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 \$109,214 (\$87,371 Federal and \$21,843 Local match).

Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 2017. Amended for Hattiesburg on April 26, 2017. See attached STIP pages.

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovation of transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of re complete administrative/ maintenance facility. These funds are added to the total of the Original grant of \$615,566.25 (\$438,000 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

This grant application will fund (1) Project: Reconstruction of the Hub City Transit Administrative and Maintenance Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed on the existing facility's footprint. (Demolition will not be completed with FTA funds.)

This grant will fund: P1

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidelines).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

This project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA

Notes:

a. Overall Start Date -08/01/2016 End Date 07/31/2018

b. Is request is not for Research and Development?

c. Hattiesburg will not apply a "INDIRECT Cost" rate.

d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance)

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstruction as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned R-1, has been in continuous public use.

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

Yes, this award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient is directly allocated these apportioned funds and can apply for funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Pho
	abigail.rivera@dot.gov			
	emmanuel.ramos@dot.gov			
Lindsay	Coleman	Grant Coordinator	grntwtr@hattiesburgms.com	601-

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
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MS-2016-007-01-01	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	\$492,453.00	\$123,113.00	\$615,566.00
MS-2016-007-01-01		REHAB/RENOVATE - 11.44.03 ADMIN/MAINT FACILITY	\$492,453.00	\$123,113.00	\$615,566.00
MS-2016-007-02-01	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	\$239,673.00	\$59,919.00	\$299,592.00
MS-2016-007-02-01		ENG/DESIGN - 11.41.03 ADMIN/MAINTENANCE FACILITY	\$80,000.00	\$20,000.00	\$100,000.00
MS-2016-007-02-01		CONSTRUCT - 11.43.03 ADMIN/MAINT FACILITY	\$159,673.00	\$39,919.00	\$199,592.00

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendmen Amount
MS-34-X002	MS-2016-007-02-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	280000	Mississippi	2016.25.34.BF.2	00	Bus Form - Formula Alloc	\$152,302
MS-34-X002	MS-2016-007-02-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	280000	Mississippi	2017.25.34.BF.2	00	Bus Form - Formula Alloc	\$87,371
MS-34-X002	MS-2016-007-01-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2013.25.34.BF.2	00	Bus Form - Formula Alloc	\$0
MS-34-X002	MS-2016-007-01-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2014.25.34.BF.2	00	Bus Form - Formula Alloc	\$0
MS-34-X002	MS-2016-007-01-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2015.25.34.BF.2	00	Bus Form - Formula Alloc	\$0

Part 3: Project Information

Project Title: (5339) FY 2015 Hattiesburg Transit Facility Renovation and Upgrade

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2016-007-01-01	1108-2016-2-P2	5/4/2017	9/1/2016	8/31/2018

Project Description

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general match of \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

This project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

- a. Overall Start Date -08/01/2016 End Date 07/31/2018
- b. Is request is not for Research and Development?
- c. Hattiesburg will not apply a "INDIRECT Cost" rate.
- d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Renovation of existing facility to bring into ADA compliance and make it more efficient for administrative staff, customers and vehicle maintenance staff.

Additional Information

Will result in increased connectivity options for public.

Location Description

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned R-1, has been in continuous public use and has no known NEPA disqualifications.

Project Location (Urbanized Areas)

UZA Code	Area Name
280000	Mississippi

283380

Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Project Control Totals

Funding Source	Section of Statute	CFDA Number
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
MS-2016-007-01-01	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$492,453.00	\$123,113.00	\$615,566.00
MS-2016-007-01-01	11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY	\$492,453.00	\$123,113.00	\$615,566.00

Project Budget Activity Line Items

Budget Activity Line Item: 11.44.03 - REHAB/RENOVATE - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Custom Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.03	REHAB/RENOVATE - ADMIN/MAINT FACILITY	REHAB/RENOVATE BUS SUPPORT FACIL/EQUIP

Extended Budget Description

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the administration facility for administration space, energy efficiency and to make it ADA compliant.

The project will upgrade restrooms to be ADA compliant.

Enclose exterior shop bay.

Add additional open shop bay.

Renovate downstairs existing offices.

Renovate upstairs area to add additional office space.

1) The proposed project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the city's transit facility since the 1970's.

2) Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.

3) Construction management and oversight for preliminary engineering, procurement, contract management and inspection will be performed by the Director of Federal and State Programs and City Engineer. They will be accompanied by the resources of the City of HUB City Transit, Metropolitan Planning Organization and Grant Coordinator.

4) The City will insure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project cost in excess of \$100,000 be done "in-house."

5) As a Federal Entitlement city Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. Hattiesburg will follow established local and state purchasing and bidding requirements for projects of this size. 6) Hattiesburg certifies an independent cost estimate will be prepared and available for review. The corresponding cost/price analysis for the scope of work of the project.

Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

Items over \$5,000 are expected: Useful Life

Office Carpet Floor: 15 years

Restroom Tile Floor: 25 years

Bus Bay renovation/addition: 50 years

This project was reviewed by the FTA NEPA specialists and they provided clearance for a Categorical Exclusion (CE) See attached email.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Milestone Name	Est. Completion Date	Description
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Start Date	9/1/2016	Begin Project. Evaluate and finalize design and any change design firm. Initiate contractor bidding process.
End Date	8/31/2018	Final walkthrough with city engineer. Certify completion. Close

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the need to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date	Description
	Class IIc CE Approved

Project Title: Section 5339 Hub City Transit Admin/Maint Facility Construction

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2016-007-02-01	MS-2016-007-01-P3	5/4/2017	7/10/2017	9/30/2019

Project Description

AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 (\$239,673 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 of FY17 total \$109,214 (\$87,371 Federal and \$21,843 Local match). Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg on XXX. See attached STIP pages.

This grant application will fund (1) Project:

1. Reconstruction of the Hub City Transit Administrative and Maintenance Facility that was destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.)

The following items will be funded thru this grant:

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovations to the transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of rebuilding the complete administrative/ maintenance facility.

These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

- a. Overall Start Date -08/01/2016 End Date 07/31/2018
- b. Is request is not for Research and Development?
- c. Hattiesburg will not apply a "INDIRECT Cost" rate.
- d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Additional Information

The EF-3 tornado that came through Hattiesburg on January 21, 2017 dismantled Hub City Transit. The tornado destroyed the transit facility and each of the buses sustained significant damage. HCT is has being housed at the Hattiesburg Intermodal Facility since a tornado destroyed the Administrative and Maintenance Facility. Later this month, HCT will move into a temporary facility, an old car dealership, while the HCT Administrative and Maintenance Facility is being rebuilt.

Location Description

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$239,673
Local			\$59,919
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$299,592

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2016-007-02-01	114-00 (114-A2) BUS: SUPPORT EQUIP AND FACILITIES	\$239,673.00	\$59,919.00	\$299,592.00	2
MS-2016-007-02-01	11.41.03 ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	\$80,000.00	\$20,000.00	\$100,000.00	1
MS-2016-007-02-01	11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$159,673.00	\$39,919.00	\$199,592.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.41.03 - ENG/DESIGN - ADMIN/MAINTENANCE FACILITY				
Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.41.03	ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	ENGINEERING & DESIGN - BUS SUPPORT EQUIP/FACIL	1

Extended Budget Description

Amendment #1 -

Architect fees for developing the reconstruction of the Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado.

Project Administration will be provided by City administration and will be a part of the Engineering and Design.

A new facility of appox. 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of appox. 6,400 square feet; offices, storage and a restroom on the second floor of appox. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of appox. 2,000 square feet will be constructed.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialists in the Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$80,000
Local			\$20,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$100,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	7/10/2017	RFP/IFB Issued
Contract Awarded	10/10/2017	Contract Awarded. Construction Begins.
Contract Complete.	7/1/2019	Contract Complete. Construction Complete.
Project Closeout	9/30/2019	Project Closeout.

Budget Activity Line Item: 11.43.03 - CONSTRUCT - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.03	CONSTRUCT - ADMIN/MAINT FACILITY	CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL	1

Extended Budget Description

Amendment #1 -

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will

be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.) The existing slab will not be demolished.

A new facility of approx. 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of approx. 6,400 square feet; offices, storage and a restroom on the second floor of approx. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of approx. 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund the construction which will consist of:

-Construction Funding: The City of Hattiesburg anticipates completing all construction in one phase, as the Mass Transit Department is being housed in a temporary facility and the City of Hattiesburg wants the construction of the Mass Transit Admin/Maint Facility to be completed as soon as possible.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialists in the Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$159,673
Local			\$39,919
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$199,592

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	7/10/2017	RFP/IFB Issued
Contract Awarded	10/10/2017	Contract Awarded. Construction Begins.
Contract Complete	7/1/2019	Contract Complete. Construction Complete.
Project Closeout	9/30/2019	Project Closeout.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment

and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date	Description	Date
	Class IIc CE Approved	5/19/2017

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By emmanuel.ramos@dot.gov

Comment Type Application Details

Date 5/23/2017

This is my comment for this application:

Comment * The application documents should include the schedule and schematic drawing of the project/facility.

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 5/23/2017

Lindsay I understand this is your first amendment and I am providing guidance below. See attached Circular.

Comment • Please go through each of my comments below. This is a fairly simple grant. However, you are missing the correct ALIs see below and the Extended Budget Description that goes with them.
• Please format this grant correctly so that the Original Grant MS-2016-007-00 is clearly separated from the Amendment
•

As per Circular 5010.1E Page III-17 (1)

• General. A new amendment to a Grant or Cooperative Agreement must meet the

same application requirements as a request for a new Award. Each Amendment is subject to DOL certification to the extent required by law. This grant will go to DOL once it has received all concurrences from reviewers

- if the amendment includes new activities, requisite documentation should be provided; such as, environmental (NEPA Concurrence completed) reviews and TIP/STIP information in process. Currently, under review by me and pending approval by the MPO.

- Procedure. All amendments must be submitted electronically through TrAMS.
- Amendments to the Grant or Cooperative Agreement require a revised Grant or Cooperative Agreement and revised Award Budget, and may require additional milestones adjusting the schedule of one or more Projects therein, or a change in the amount or program/source(s) of federal assistance obligated for the Award. The Amendment must meet the same requirements as a request for a new Award except that the recipient need not resubmit portions of the application for its original Award that are unaffected by the change.

- The Recipient must describe the reason for the Amendment and the changes to the Grant or Cooperative Agreement, include a detailed description of each change and a revised Award Budget, and update the period of performance, if applicable (this may also require additional milestones). To delineate the Amendment, the recipient should include a header (e.g., "Amendment #1,") in each narrative section, including the Executive Summary, the Project narrative and the extended
- details of the associated ALI.

That said please proceed to address my comments below:

Begin the Executive Summary with the words AMENDMENT #1 MS-2016-007-01 I have provided a copy of Gulf Port Amendment #1 to follow for formatting.

At the end of the Amendment #1 Executive Summary please provide a line to separate the original grant from the Amendment. Label "ORIGINAL APPLICATION MS 2016-007-00 (
See the attached example from Gulfport)

Each new ALI that is being added must be labeled Amendment #1. This is to help track the new scope and Ali's. See example below:

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.09	BUY REPLACEMENT TROLLEY BUS	BUY	
REPLACEMENTS - CAPITAL BUS	2			

Extended Budget Description

Amendment #1 -

Replace (2) existing fixed route trolleys with (2) new rubber tire 35' diesel engine trolley buses for Gulfport/Biloxi Service Area

\$503,500 (\$402,800 federal/\$100,700 local)

Useful life is 12 yr/500,000 miles

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space,

energy efficiency and to make it ADA compliant.

Please delete this – you have this at the end of the Executive Summary where it should go.

Application Start Date

The start date will be set to the date of the award

Application End Date Missing

Application Executive Summary

Under the Executive Summary please state where the local funds will come from

Under the Executive Summary please correct and specify exactly what this grant will fund: IMPORTANT

You will only need for this grant 3 ALIs:

This grant will fund (1) project

1. Engineering and Design

2. Project Administration (question is this part of the engineering and design? If so then you don't need another ALI but will need to explain under the Extended Budget Description who will be providing the project administration.

3. Construction – Please provide a brief description of the scope of this project. Attach any documents that describe in detail the extent/scope of the project.

You are missing the Extended Budget Description to the ALI's above

BUS: SUPPORT EQUIP AND FACILITIES (114-00) 11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached). remove

This grant application will fund (1) Project

1. Rehabilitation of the administration facility for administration space, energy efficiency and to make it ADA compliant. Please BRIEFLY describe the scope of this project: location, size, functionality, What occurred and what is being replaced. This grant will not be able to complete the whole project... Please explain the extent of the construction that these funds will cover.

The project will upgrade restrooms to be ADA compliant.

Enclose exterior shop bay.

Add additional open shop bay.

Renovate downstairs existing offices.

Renovate upstairs area to add additional office space.

Title this section NOTES: (under the Extended Budget)

1) The proposed project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the city's transit facility since the 1970's.

2) Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.

3) Construction management and oversight for preliminary engineering, procurement, contract management and inspection will be performed by the Director of Federal and

State Programs and City Engineer. They will be accompanied by the resources of the managers of HUB City Transit, Metropolitan Planning Organization and Grant Coordinator.

4) The City will insure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project in excess of \$100,000 be done "in-house."

5) As a Federal Entitlement city Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. Hattiesburg will follow established local and state purchasing and bid requirements for projects of this size. 6) Hattiesburg certifies an independent cost estimate will be prepared and available on file with the corresponding cost/price analysis for the scope of work of the project.

Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

Items over \$5,000 are expected: Useful Life

Office Carpet Floor: 15 years

Restroom Tile Floor: 25 years

Bus Bay renovation/addition: 50 years

This project was reviewed by the FTA NEPA specialists and they provided clearance for a Categorical Exclusion (CE) See attached email.

ACTION REQUIRED: When you have completed addressing each item please notify me to review... Thank you

Comment By abigail.rivera@dot.gov

Comment Type	Application Details
--------------	---------------------

Date	5/23/2017
------	-----------

More comments for this grant MS 2016-007-01

Comment

- Please remove the MTP document. Only the pages of the STIP showing the project being funded is attached. Your MTP is found on your Website and does not belong attached to this grant

- Please remove the entire UPWP - Only the pages of the UPWP showing the project being funded is attached. Your MTP is found on your Website and does not belong attached to this grant

- Missing Please attach the correct STIP page for the FY15 funding for this grant

- Please address Mr. Ramos's comments in the Review Comment section of this grant as well as my comments below.

Thank you

Comment By abigail.rivera@dot.gov

Comment Type	Application Details
--------------	---------------------

Date	5/25/2017
------	-----------

FTA Comments. Just a couple of minor comments: (NOTE: I have tweaked a little of the Executive Summary for clarity. You should use this format for future grants.)

- Please remove the following from under the Executive Summary.

Application Start Date

The start date will be set to the date of the award

Application End Date

9/30/2017 Please provide another date to allow you to complete your reports.

Recommendation; 9/30/2019

Under the PART 2 Executive Summary APPLICATION INFORMATION – please see the minor tweak I did to the first paragraph. I just moved a couple of words. Please copy this section exactly as it is to PART 3 Project Information. They are supposed to be mirror images with no deletion, additions or changes.

STIP INFORMATION

This project is programmed in 2017-2020 STIP for MS approved on XXXXX, and approved for Hattiesburg on ????. Amended for Hattiesburg on XXX.

NOTE: Please contact Mr. Randy Jansen, Planning Engineer, at the Federal Highway Administration-Mississippi Division, Office 601-965-7332 and request for a copy of the FHWA/FTA STIP/TIP approval Letter for Hattiesburg. The letter will provide the date of the approval for the STIP for Hattiesburg. This is the date you need to have inserted in my red comments. I have requested this approval letter and if Randy sends it to me I will forward it for to you for your records. However, the correct date of the STIP is necessary as well as the correct date of the amendment for this project.

Comment

Please move this sentence and relocate under the NOTE: These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). Add the following sentence. These funds were never used or disbursed. The total amount of this grant with the FY15, FY16 and 7/12 of FY17 is for \$ \$915,158 (\$732,126 federal and \$183,032 Local match)

—

WHY have you copied/repeated Parts 2 and Part 3 above for this section here? Please delete this section. It is incorrect. You already have PART 2 and PART 3 above that we have discussed. All you need to provide are the ALI and Extended Budget Description for each of your 2 projects being amended.

REMOVE

Project Title: Section 5339 Hub City Transit Admin/Maint Facility Construction
Project Number Temporary Project Number Date Created Start Date End Date
MS-2016-007-01-P3 MS-2016-007-01-P3 5/4/2017 7/10/2017 9/30/2019

Under each of the ALI Extended Budget Description please add:
The reconstruction of the Adm/Maintenance Facility has been reviewed by the

Environmental Specialists in the Regional Office and has been determined to be a Categorical Exclusion C(8). See attached memo.

Application Review Comments

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 6/20/2017

Comment MPO approved the amendment on April 26, 2017. The Amendment has gone to MDOT for approval at their June 13th Mississippi Transportation Commission meeting, and will then go to FTA for approval. This grant is being processed as a "Hardship Case"

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-23, October 1, 2016)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: Hattiesburg, City Of

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2016-007-01

Award Name: (5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade

Award Start Date: The start date will be set to the date of the award

Award End Date: 9/30/2019

Award Executive Summary: AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 (\$239,673 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 of FY17 total \$109,214 (\$87,371 Federal and \$21,843 Local match).

Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg on April 26, 2017. See attached STIP pages.

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovations to the transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of rebuilding the complete administrative/ maintenance facility. These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

This grant application will fund (1) Project: Reconstruction of the Hub City Transit Administrative and Maintenance Facility that was destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.)

This grant will fund: P1

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and

Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

a. Overall Start Date -08/01/2016 End Date 07/31/2018

b. Is request is not for Research and Development?

c. Hattiesburg will not apply a "INDIRECT Cost" rate.

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Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient is directly allocated these apportioned funds and can apply for funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$915,158.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$239,673.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$59,919.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$732,126.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$183,032.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$732,126
Local			\$183,032
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$915,158

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 09/08/2016 1:47 PM GMT

Review Decision: DOL Concurs - Certified
Amendment 1 Certification Date: 06/21/2017 10:56 AM GMT

Special Conditions

There are no special conditions.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
yvette.taylor@dot.gov
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: Yvette.Taylor@dot.gov
Award Date: 6/21/2017

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
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 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Johnny DuPree
Mayor
Hattiesburg, City Of
6/21/2017

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

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(FTA G-23, October 1, 2016)**

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DUNS No: 079448130

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Award Executive Summary: AMENDMENT #1 MS-2016-007-01

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1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

Notes:

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c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

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The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

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Requires E.O. 12372 Review

No.

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Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient is directly allocated these apportioned funds and can apply for funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$915,158.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$239,673.00

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Transportation Development Credit			\$0
Total Eligible Cost			\$915,158

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 09/08/2016 1:47 PM GMT

Review Decision: DOL Concurs - Certified
Amendment 1 Certification Date: 06/21/2017 10:56 AM GMT

Special Conditions

There are no special conditions.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: Yvette.Taylor@dot.gov
Award Date: 6/21/2017

EXECUTION OF THE GRANT AGREEMENT

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 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Johnny DuPree
Mayor
Hattiesburg, City Of
6/21/2017



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-781

File ID: 2017-781

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Carter Carroll

File Created: 10/02/2017

Brief Title: Designate the first Field Family Fest, a live music festival to be held from noon- 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Final Action: 10/03/2017

Minute Book Number: MB2017-419

Title:

Designate the first Field Family Fest, a live music festival to be held from noon- 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148. The event will feature 4-6 bands and 4-6 individual performers and is presented by Open Mind Entertainment, LLC, a Hattiesburg music and arts collective.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-18

Sponsors:

Enactment Date:

Attachments: Field Family Fest flyer

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council	10/03/2017	Designate				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Designate the first Field Family Fest, a live music festival to be held from noon - 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148. The event will feature 4-6 bands and 4-6 individual performers and is presented by Open Mind Entertainment, LLC, a Hattiesburg music and arts collective.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2017-781

Title

Designate the first Field Family Fest, a live music festival to be held from noon- 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148. The event will feature 4-6 bands and 4-6 individual performers and is presented by Open Mind Entertainment, LLC, a Hattiesburg music and arts collective.

Summary

Designate the first Field Family Fest, a live music festival to be held from noon- 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Field Jam EST

CHAIN PARK at TWIN LAKES
5619 HWY 42
HATTIESBURG, MS

LIVE MUSIC FESTIVAL
and

10 / 27 / 17





City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-754

File ID: 2017-754

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/13/2017

Brief Title: Yearly maintenance agreements, Forerunner Technologies, Inc. Technologies, Inc.

Final Action:

Minute Book Number: MB2017-420

Title:

Authorize Mayor to execute yearly maintenance agreements with Forerunner Technologies, Inc., for City Hall, Police and Fire Training Academy and Train Depot at a total of \$3,996.00.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VII.-1

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg - City Hall 2017-2018, City of Hattiesburg - Police-Fire Academy 2017-2018, City of Hattiesburg - Train Depot 2017-2018, executed City of Hattiesburg - City Hall 2017-2018, executed City of Hattiesburg - Police-Fire Academy 2017-2018, executed City of Hattiesburg - Train Depot 2017-2018

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017					

Text of Legislative File 2017-754

Title

Authorize Mayor to execute yearly maintenance agreements with Forerunner Technologies, Inc., for City Hall, Police and Fire Training Academy and Train Depot at a total of \$3,996.00.

Summary

Yearly maintenance agreements, Forerunner Technologies, Inc.

Budget Information

001094.6365	\$792.00
001100.6365	\$3,444.00
001095.6060	\$2,664.00



Preferred Service Agreement

Customer Name: (AS TO BE PRESENTED ON INVOICE)

City of Hattiesburg (City Hall)

Billing Address:

200 Forrest Street	Hattiesburg	MS	39401
Street Address	City	State	Zip

Number of Sites covered under this agreement: 1 **Customer Initials:** _____

Term: ☒ One Year ☐ Two Years ☐ Three Years ☐ Four Years ☐ Five Years

Start Date: 10/30/2017

End Date: 10/30/2018

Annual Contract Amount: \$ N/A

SWA Reinstatement Fee \$ N/A (This will be billed as a onetime upfront fee, if it applies)

First Year Contract Credit (For Existing SWA Coverage, It Applicable) \$ N/A

First Year Billing Amount \$ N/A

Billing Interval: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☒ Prepaid(One Invoice)

Automatic Renewal of this contract is declined by the City of Hattiesburg.

Interval Charge: \$ 2,664.00

Schedule "A" of Equipment/System Make/Model/ Site Locations Form: Attached

Customer Initials: _____

1. MAINTENANCE: Subject to the conditions hereof, Forerunner Technologies, Inc. shall, without additional charge to the customer, furnish all necessary hardware to maintain the system covered as summarized in the attached Schedule "A" hereby in good working condition and repair for parts/labor maintenance support. Forerunner Technologies, Inc. shall provide regular replacements on the average within twenty-four to seventy-two (24 - 72) hours of receipt of notice from customer requesting service. Emergency service, however, will be responded to within four (4) hours with intent to clear as quickly as possible. For the purpose hereof, emergency service is defined as a major failure that renders more than 50% of the system as inoperable. Maintenance service will be rendered as provided unless prevented by causes beyond Forerunner Technologies' reasonable control.

Although Forerunner Technologies, Inc. will respond to any service request as required above, it is understood that this agreement does not cover damages to or failure of the system resulting from causes other than wear and tear from normal use, including, but not limited to misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct current, fire, flood, wind, Lighting strikes, acts of God or the public enemy, improper wiring, other technology installation, and repair or alteration by anyone other than Forerunner Technologies, Inc. certified personnel. In the performance of all these various services, the customer hereby grants Forerunner Technologies, Inc. full access to the system(s) and premises on which the system is located.

2. Manufacture Software Assurance (SWA): Software Assurance is a manufacture's software subscription and support program, specially designed for your existing software licenses and systems. With Software Assurance, Forerunner Technologies, Inc. will work with you to access future software versions and schedule upgrades whenever the needs of your business dictate. With Software Assurance, you get access to manufacture technical experts through Forerunner Technologies, Inc. to ensure your software includes all the latest features. Forerunner Technologies, Inc. has full access to manufacture certified technical experts and the most current releases to provide you with the support and services you need to keep your system up to date.

3. PAYMENT: The customer agrees to pay Forerunner Technologies, Inc. the charge set forth in this agreement, plus applicable taxes, if any. The customer will make all payments in advance to the address appearing below or as Forerunner Technologies, Inc. may designate.

4. TERM: This agreement shall be effective for a period selected on page one, with automatic renewal thereafter unless otherwise specified. This agreement can only be terminated within (30) days written notice of contract end date.

5. ADDITIONS: If equipment is added to the system subsequent to the start date above, a new charge will be added to billing interval to take into account the increased cost of services to maintain the equipment and software added.

6. PERFORMANCE: In the event of material breach of this agreement, Forerunner Technologies, Inc. may cancel this agreement, this being the exclusive remedy available, and Forerunner Technologies, Inc. shall in no event be liable for any special, incidental, or consequential damages for loss, damage or expense directly or indirectly arising from the customer's inability to use the equipment either separately, or in combination with any other equipment or from any other cause.

7. ENTIRE AGREEMENT: The provisions contained in this agreement constitute the entire agreement between the customer and Forerunner Technologies, Inc. and may not be amended except in writing and signed by both parties.

8. LABOR RATES: Contract labor rate is \$135.00 for the first hour and \$105 per hour for additional hours.

9. Remote Adds, Moves and Changes are covered under the terms of this agreement. These changes are defined as incidents that can be accomplished within 30-45 minutes per instance. Major Changes (45 minutes or more) would not be covered under the terms on this agreement and would be billable at the agreed to rate above.

Allen Wood III
Forerunner Technologies, Inc. Representative (Print Name)

Customer Representative (Print Name)

Senior Systems Account Executive
Title

Title

Allen Wood III
Signature Date

Signature Date



SCHEDULE "A" OF EQUIPMENT

Schedule "A" for each Site

Site Number: 1

 City of Hattiesburg (City Hall)
Site Name

 200 Forrest Street Hattiesburg MS 39401
Site Street Address City State Zip

System Manufacturer: NEC System Model: SV8300 w/VM

System Inventory

<u>Qty.</u>	<u>Part Number</u>	<u>Part Description</u>
		See attached Sheet

Customer Initials:

Preferred Service Agreement

Customer Name: (AS TO BE PRESENTED ON INVOICE)

City of Hattiesburg (Police & Fire Academy)

Billing Address:

53 Academy Drive	Hattiesburg	MS	39401
Street Address	City	State	Zip

Number of Sites covered under this agreement: 1

Customer Initials: _____

Term: *One Year*

Start Date: 10/30/2017

End Date: 10/30/2018

Annual Contract Amount: \$ 540.00

Billing Interval: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☒ Prepaid(One Invoice)

Automatic renewal is declined by the City of Hattiesburg.

Interval Charge: \$ N/A

Schedule "A" of Equipment/System Make/Model/ Site Locations Form: Attached

Customer Initials: _____

1. MAINTENANCE: Subject to the conditions hereof, Forerunner Technologies, Inc. shall, without additional charge to the customer, furnish all necessary hardware to maintain the system covered as summarized in the attached Schedule "A" hereby in good working condition and repair for parts/labor maintenance support. Forerunner Technologies, Inc. shall provide regular replacements on the average within twenty-four to seventy-two (24 - 72) hours of receipt of notice from customer requesting service. Emergency service, however, will be responded to within four (4) hours with intent to clear as quickly as possible. For the purpose hereof, emergency service is defined as a major failure that renders more than 50% of the system as inoperable. Maintenance service will be rendered as provided unless prevented by causes beyond Forerunner Technologies' reasonable control.

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2. PAYMENT: The customer agrees to pay Forerunner Technologies, Inc. the charge set forth in this agreement, plus applicable taxes, if any. The customer will make all payments in advance to the address appearing below or as Forerunner Technologies, Inc. may designate.

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4. ADDITIONS: If equipment is added to the system subsequent to the starting date above, a new monthly charge will be computed to take into account the increased cost of services to maintain the equipment added.

5. PERFORMANCE: In the event of material breach of this agreement, Forerunner Technologies, Inc. may cancel this agreement, this being the exclusive remedy available, and Forerunner Technologies, Inc. shall in no event be liable for any special, incidental, or consequential damages for loss, damage or expense directly or indirectly arising from the customer's inability to use the equipment either separately, or in combination with any other equipment or from any other cause.

6. ENTIRE AGREEMENT: The provisions contained in this agreement constitute the entire agreement between the customer and Forerunner Technologies, Inc. and may not be amended except in writing and signed by both parties.

7. LABOR RATES: Contract labor rate is \$135.00 for the first hour and \$105 per hour for additional hours.

Allen Wood III
Forerunner Technologies, Inc. Representative (Print Name)

Customer Representative (Print Name)

Senior System Account Executive
Title

Title

Allen Wood III
Signature Date

Signature Date



SCHEDULE "A" OF EQUIPMENT
One per Location

Site Number: 1

City of Hattiesburg (Police & Fire Academy)
Site Name

<u>53 Academy Drive</u>	<u>Hattiesburg</u>	<u>MS.</u>	<u>39401</u>
Site Street Address	City	State	Zip

System Manufacturer: NEC System Model: Elite IPK-II

Equipped Ports

Total IP/Analog/Digital ports: 20

Total Voicemail ports: 4

Other Equipment: Valcom Page Speaker 1

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Customer Initials: _____

Preferred Service Agreement

Customer Name: (AS TO BE PRESENTED ON INVOICE)

City of Hattiesburg (Train Depot)

Billing Address:

308 Newman Street	Hattiesburg	MS	39402
Street Address	City	State	Zip

Number of Sites covered under this agreement: 1

Customer Initials: _____

Term: *One Year*

Start Date: 10/30/2017

End Date: 10/30/2018

Annual Contract Amount: \$ 792.00

Billing Interval: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☒ Prepaid(One Invoice)

Automatic renewal is declined by the City of Hattiesburg.

Interval Charge: \$ N/A

Schedule "A" of Equipment/System Make/Model/ Site Locations Form: Attached

Customer Initials: _____

1. MAINTENANCE: Subject to the conditions hereof, Forerunner Technologies, Inc. shall, without additional charge to the customer, furnish all necessary hardware to maintain the system covered as summarized in the attached Schedule "A" hereby in good working condition and repair for parts/labor maintenance support. Forerunner Technologies, Inc. shall provide regular replacements on the average within twenty-four to seventy-two (24 - 72) hours of receipt of notice from customer requesting service. Emergency service, however, will be responded to within four (4) hours with intent to clear as quickly as possible. For the purpose hereof, emergency service is defined as a major failure that renders more than 50% of the system as inoperable. Maintenance service will be rendered as provided unless prevented by causes beyond Forerunner Technologies' reasonable control.

Although Forerunner Technologies, Inc. will respond to any service request as required above, it is understood that this agreement does not cover damages to or failure of the system resulting from causes other than wear and tear from normal use, including, but not limited to misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct current, fire, flood, wind, Lighting strikes, acts of God or the public enemy, improper wiring, other technology installation, and repair or alteration by anyone other than Forerunner Technologies, Inc. certified personnel. In the performance of all these various services, the customer hereby grants Forerunner Technologies, Inc. full access to the system(s) and premises on which the system is located.

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6. ENTIRE AGREEMENT: The provisions contained in this agreement constitute the entire agreement between the customer and Forerunner Technologies, Inc. and may not be amended except in writing and signed by both parties.

7. LABOR RATES: Contract labor rate is \$135.00 for the first hour and \$105 per hour for additional hours.

Allen Wood III
Forerunner Technologies, Inc. Representative (Print Name)

Customer Representative (Print Name)

Senior System Account Executive
Title

Title

Allen Wood III
Signature Date

Signature Date



SCHEDULE "A" OF EQUIPMENT
One per Location

Site Number: 1

City of Hattiesburg (Train Depot)
Site Name

<u>308 Newman Street</u>	<u>Hattiesburg</u>	<u>MS.</u>	<u>39402</u>
Site Street Address	City	State	Zip

System Manufacturer: NEC System Model: Elite IPK-II

Equipped Ports

Total IP/Analog/Digital ports: 42

Total Voicemail ports: 2

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Customer Initials: _____



COMMUNICATION SOLUTIONS SIMPLIFIED

Preferred Service Agreement

Customer Name: (AS TO BE PRESENTED ON INVOICE)

City of Hattiesburg (City Hall)

Billing Address:

200 Forrest Street Hattiesburg MS 39401
Street Address City State Zip

Number of Sites covered under this agreement: 1

Customer Initials: TB

Term: ☒ One Year ☐ Two Years ☐ Three Years ☐ Four Years ☐ Five Years

Start Date: 10/30/2017

End Date: 10/30/2018

Annual Contract Amount: \$ N/A

SWA Reinstatement Fee \$ N/A (This will be billed as a onetime upfront fee, if it applies)

First Year Contract Credit (For Existing SWA Coverage, It Applicable) \$ N/A

First Year Billing Amount \$ N/A

Billing Interval: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☒ Prepaid(One Invoice)

Automatic Renewal of this contract is declined by the City of Hattiesburg.

Interval Charge: \$ 2,664.00

Schedule "A" of Equipment/System Make/Model/ Site Locations Form: Attached

Customer Initials: TB



COMMUNICATION SOLUTIONS SIMPLIFIED

1. MAINTENANCE: Subject to the conditions hereof, Forerunner Technologies, Inc. shall, without additional charge to the customer, furnish all necessary hardware to maintain the system covered as summarized in the attached Schedule "A" hereby in good working condition and repair for parts/labor maintenance support. Forerunner Technologies, Inc. shall provide regular replacements on the average within twenty-four to seventy-two (24 - 72) hours of receipt of notice from customer requesting service. Emergency service, however, will be responded to within four (4) hours with intent to clear as quickly as possible. For the purpose hereof, emergency service is defined as a major failure that renders more than 50% of the system as inoperable. Maintenance service will be rendered as provided unless prevented by causes beyond Forerunner Technologies' reasonable control.

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2. Manufacture Software Assurance (SWA): Software Assurance is a manufacture's software subscription and support program, specially designed for your existing software licenses and systems. With Software Assurance, Forerunner Technologies, Inc. will work with you to access future software versions and schedule upgrades whenever the needs of your business dictate. With Software Assurance, you get access to manufacture technical experts through Forerunner Technologies, Inc. to ensure your software includes all the latest features. Forerunner Technologies, Inc. has full access to manufacture certified technical experts and the most current releases to provide you with the support and services you need to keep your system up to date.

3. PAYMENT: The customer agrees to pay Forerunner Technologies, Inc. the charge set forth in this agreement, plus applicable taxes, if any. The customer will make all payments in advance to the address appearing below or as Forerunner Technologies, Inc. may designate.

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Allen Wood III
Forerunner Technologies, Inc. Representative (Print Name)

Senior Systems Account Executive
Title

Allen Wood III
Signature Date

Toby Barker
Customer Representative (Print Name)

Mayor
Title

[Signature] 10-3-17
Signature Date



COMMUNICATION SOLUTIONS SIMPLIFIED

SCHEDULE "A" OF EQUIPMENT

Schedule "A" for each Site

Site Number: 1

City of Hattiesburg (City Hall)
Site Name

200 Forrest Street Hattiesburg MS 39401
Site Street Address City State Zip

System Manufacturer: NEC System Model: SV8300 w/VM

System Inventory

<u>Qty.</u>	<u>Part Number</u>	<u>Part Description</u>
		See attached Sheet

Customer Initials: TTB

Details Parts list for City Hall SV8300

Qty.	Part #	Description
1	670014	SV8300 BASIC PACKAGE
1	670015	CHS2U-US
1	670100	PZ-BS10
1	670101	PZ-BS11
1	670501	CHS2U JOINT BRACKET KIT
2	670508	CHS2U RACK MOUNT KIT
2	670601	CHS2U INT BATT KIT
5	670109	CD-16DLCA
1	670108	PZ-8DLCB (piggy back)
1	670114	CD-8LCA (mother)
2	670110	CD-4COTB (mother)
1	670111	CD-4COTF (piggy back)
1	670118	CD-PRTA
1	670119	CD-CCTA
46	670754	LS-SYS-PORT CAPACITY LIC
1	670792	LKS-UMS-PORT 4-LIC
1	670837	AK UM-8G APP-CF
1	670707	LK-SYS-SMDR-LIC
82	680002	DTL-12D-1 (BK) TEL DT330
8	680006	DTL-32D-1 (BK) TEL DT330



FORERUNNER
TECHNOLOGIES, INC.

COMMUNICATION SOLUTIONS SIMPLIFIED

Preferred Service Agreement

Customer Name: (AS TO BE PRESENTED ON INVOICE)

City of Hattiesburg (Police & Fire Academy)

Billing Address:

<u>53 Academy Drive</u>	<u>Hattiesburg</u>	<u>MS</u>	<u>39401</u>
Street Address	City	State	Zip

Number of Sites covered under this agreement: 1

Customer Initials: TB

Term: *One Year*

Start Date: 10/30/2017

End Date: 10/30/2018

Annual Contract Amount: \$ 540.00

Billing Interval: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☒ Prepaid(One Invoice)

Automatic renewal is declined by the City of Hattiesburg.

Interval Charge: \$ N/A

Schedule "A" of Equipment/System Make/Model/ Site Locations Form: Attached

Customer Initials: TB

1. MAINTENANCE: Subject to the conditions hereof, Forerunner Technologies, Inc. shall, without additional charge to the customer, furnish all necessary hardware to maintain the system covered as summarized in the attached Schedule "A" hereby in good working condition and repair for parts/labor maintenance support. Forerunner Technologies, Inc. shall provide regular replacements on the average within twenty-four to seventy-two (24 - 72) hours of receipt of notice from customer requesting service. Emergency service, however, will be responded to within four (4) hours with intent to clear as quickly as possible. For the purpose hereof, emergency service is defined as a major failure that renders more than 50% of the system as inoperable. Maintenance service will be rendered as provided unless prevented by causes beyond Forerunner Technologies' reasonable control.

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Allen Wood III
Forerunner Technologies, Inc. Representative (Print Name)

Senior System Account Executive
Title

Allen Wood III
Signature Date

Toby Barker
Customer Representative (Print Name)

Mayor
Title

Toby Barker 10-3-17
Signature Date



SCHEDULE "A" OF EQUIPMENT

One per Location

Site Number: 1

City of Hattiesburg (Police & Fire Academy)
Site Name

53 Academy Drive Hattiesburg MS. 39401
Site Street Address City State Zip

System Manufacturer: NEC System Model: Elite IPK-II

Equipped Ports

Total IP/Analog/Digital ports: 20

Total Voicemail ports: 4

Other Equipment: Valcom Page Speaker 1

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Customer Initials: T13



COMMUNICATION SOLUTIONS SIMPLIFIED

Preferred Service Agreement

Customer Name: (AS TO BE PRESENTED ON INVOICE)

City of Hattiesburg (Train Depot)

Billing Address:

308 Newman Street	Hattiesburg	MS	39402
Street Address	City	State	Zip

Number of Sites covered under this agreement: 1

Customer Initials: TRB

Term: *One Year*

Start Date: 10/30/2017

End Date: 10/30/2018

Annual Contract Amount: \$ 792.00

Billing Interval: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☒ Prepaid(One Invoice)

Automatic renewal is declined by the City of Hattiesburg.

Interval Charge: \$ N/A

Schedule "A" of Equipment/System Make/Model/ Site Locations Form: Attached

Customer Initials: TRB

1. MAINTENANCE: Subject to the conditions hereof, Forerunner Technologies, Inc. shall, without additional charge to the customer, furnish all necessary hardware to maintain the system covered as summarized in the attached Schedule "A" hereby in good working condition and repair for parts/labor maintenance support. Forerunner Technologies, Inc. shall provide regular replacements on the average within twenty-four to seventy-two (24 - 72) hours of receipt of notice from customer requesting service. Emergency service, however, will be responded to within four (4) hours with intent to clear as quickly as possible. For the purpose hereof, emergency service is defined as a major failure that renders more than 50% of the system as inoperable. Maintenance service will be rendered as provided unless prevented by causes beyond Forerunner Technologies' reasonable control.

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Allen Wood III
Forerunner Technologies, Inc. Representative (Print Name)

Senior System Account Executive
Title

Allen Wood III
Signature Date

Toby Barker
Customer Representative (Print Name)

Mayor
Title

 10-3-17
Signature Date



SCHEDULE "A" OF EQUIPMENT
One per Location

Site Number: 1

City of Hattiesburg (Train Depot)
Site Name

<u>308 Newman Street</u>	<u>Hattiesburg</u>	<u>MS.</u>	<u>39402</u>
Site Street Address	City	State	Zip

System Manufacturer: NEC System Model: Elite IPK-II

Equipped Ports

Total IP/Analog/Digital ports: 42

Total Voicemail ports: 2

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Other Equipment: _____

Customer Initials: TB



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-758

File ID: 2017-758

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 09/22/2017

Brief Title: Manual Checks CDBG Hollimon Construction

Final Action:

Minute Book Number: MB2017-420

Title:

Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VII.-2

Sponsors:

Enactment Date:

Attachments: Manual Check CDBG Hollimon Construction 708
Mamie Street & 610 Cypress Avenue 09.22.17

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017					

Text of Legislative File 2017-758

Title

Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Summary

Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members
FROM: Andrew Ellard
Department of Urban Development
SUBJECT: Authorize issuance of manual check for CDBG Program claims
DATE: September 22, 2017

The following request for payment is being submitted for approval during the City Council's October 3, 2017 meeting. Please authorize and approve issuance of manual check for the claim listed below:

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	708 Mamie Street
Amount Requested:	\$20,000.00
Purpose of Request:	Draw/Payment Request
Work Provided by:	Hollimon Construction

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	610 Cypress Avenue
Amount Requested:	\$15,000.00
Purpose of Request:	Draw/Payment Request
Work Provided by:	Hollimon Construction

9/21/2017

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401
601.270.3164

Ms. Easter Evans
708 Mamie Street
Hattiesburg, MS 39401

- Gut both bathrooms and laundry room- install new moisture dry sheetrock in both rooms on wall and ceiling
- Install new bathtub and tub surrounding
- Finish sheetrock, prime, and paint
- Replace all 28 windows in house and trim outside of windows

Material & Labor: \$20,000

Thank-You

9/21/17

Curtis Hollimon

09-22-17A09:19 RCVD



09/21/17

9/21/2017

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401
601.270.3164

Ms. Carolyn Butler
610 Cypress Avenue
Hattiesburg, MS 39401

- Gut all rooms with paneling
- Install all rooms with paneling
- Install sheetrock and finish it
- Change out all windows
- Remove old cabinets

Material & Labor: \$15,000

Thank-You

9/21/17
Curtis Hollimon

09-22-17A09:20 RCVD


09/21/17



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-760

File ID: 2017-760

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/25/2017

Brief Title: Approve purchase of 2 grave spaces from Luther G. Jones

Final Action:

Minute Book Number: MB2017-420

Title:

Approve the City's purchase of (2) grave spaces, located in the Northeast Quarter (NE 1/4) Lot 24, Section 29, Highland Cemetery and recorded in Minute Book 1998-2/327; authorize manual check for the same in the amount of \$350.00 to Luther G. Jones.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VII.-3

Sponsors:

Enactment Date:

Attachments: Buy Back Request & Receipt Luther G. Jones (10-03-17), Buy Back Deed Luther G. Jones (10-03-17)

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Deborah Bourne

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017					

Text of Legislative File 2017-760

Title

Approve the City's purchase of (2) grave spaces, located in the Northeast Quarter (NE 1/4) Lot 24, Section 29, Highland Cemetery and recorded in Minute Book 1998-2/327; authorize manual check for the same in the amount of \$350.00 to Luther G. Jones.

Summary

Approve purchase of 2 grave spaces from Luther G. Jones

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

Date: October 25, 2017

To whom it may concern:

I, Luther G. Jones am requesting to sell back (2) grave space (s)

Located at Highland Cemetery, In Section 29, Lot24 ----- 1/2 of the NE 1/4, to the

City of Hattiesburg, which was purchased on March 23, 1998 at the price
MB# 1998-2/327

Of \$ 175.00 per grave space. Total amount due this request \$ 350.00

Sincerely,

Luther G. Jones

Mail to:

607 Louise St.
Hattiesburg, ms. 39401

Phone# 601-310-0563

OK DB
9/25/17

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3-23 1998

SEND TO:

Mr. Mrs. Miss Luther G. Jones

ADDRESS 607 Louise St. Hattiesburg MS.

Desires to purchase the grave space described below, subject to Cemetery regulations.

NE ¼ Lot No. 24 Section No. 29 in Highland Cemetery.

Number of grave spaces 2. Price per grave space \$ 175.00.

Amount Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Robert Harvey
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT

HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED-FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Luther G. Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE $\frac{1}{4}$)

Lot Number: 24

Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing two (2) grave space(s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 1998.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

Clarice Wansley
CITY CLERK

J. Ed Morgan
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, J. Ed Morgan and Clarice Wansley Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 1998.

My Commission Expires:

Buttge L. Mott
NOTARY PUBLIC

Notary Public State of Mississippi At Large
My Commission Expires September 24, 1999



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-770

File ID: 2017-770

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/27/2017

Brief Title: Audit of Pine Belt Regional Solid Waste Management Authority.

Final Action:

Minute Book Number: MB2017-420

Title:

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2016 and June 30, 2017 from Topp Mcworther Harvey, PLLC. (on file in the City Clerk's Office)

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VII.-4

Sponsors:

Enactment Date:

Attachments: Audit, 2016 and 2017, Pine Belt Regional Solid Waste Management Authority

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017					

Text of Legislative File 2017-770

Title

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2016 and June 30, 2017 from Topp Mcworther Harvey, PLLC. (on file in the City Clerk's Office)

Summary

Acknowledge 6-30-2016-2017 audit of Pine Belt Regional Solid Waste Management Authority.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**PINE BELT REGIONAL SOLID
WASTE MANAGEMENT AUTHORITY**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Years Ended June 30, 2017 and 2016



TOPP McWHORTER HARVEY PLLC

CERTIFIED PUBLIC ACCOUNTANTS

www.tmhcpas.com

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority
Petal, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of Pine Belt Regional Solid Waste Management Authority (the Authority), as of and for the years ended June 30, 2017 and 2016, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2017 and 2016, and the respective changes in financial position and cash flows thereof, for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of the Authority's proportionate share of the net pension liability – last 10 fiscal years and the schedule of Authority contributions – last 10 fiscal years on pages 30 and 31 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The combining fund financial statements and the schedule of organizational costs are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining fund financial statements and the schedule of organizational costs are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining fund financial statements and the schedule of organizational costs are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 19, 2017, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.


Hattiesburg, Mississippi
September 19, 2017

EXHIBIT A

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2017 AND 2016**

	June 30,	
	2017	2016
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents, unrestricted	\$ 4,191,595	\$ 2,834,447
Accounts receivable	671,777	636,780
Grant receivable - waste tire	57,926	40,824
Prepaid insurance	26,418	26,364
Total current assets	4,947,716	3,538,415
CAPITAL ASSETS		
Capital assets not being depreciated	3,757,965	2,446,953
Capital assets being depreciated	15,293,019	15,293,019
Less: Accumulated depreciation	(12,012,809)	(11,278,232)
Total capital assets being depreciated, net	3,280,210	4,014,787
Total capital assets, net	7,038,175	6,461,740
NON-CURRENT ASSETS		
Cash and cash equivalents, restricted	6,871,586	7,396,702
Organizational costs, net of amortization	-	71,945
Other deposits	65	65
Total non-current assets	6,871,651	7,468,712
Total assets	18,857,542	17,468,867
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows related to pensions	70,183	70,396
Total deferred outflows of resources	70,183	70,396

See accompanying notes to financial statements.

EXHIBIT A
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2017 AND 2016**

	June 30,	
	2017	2016
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	\$ 909,019	\$ 331,760
Host county fees payable	226,852	220,392
State disposal fees payable	251,556	236,835
Bonds payable, due within one year	595,000	570,000
Total current liabilities	<u>1,982,427</u>	<u>1,358,987</u>
NON-CURRENT LIABILITIES		
Accrued liability - closure/post-closure care	3,190,673	3,075,456
Net pension liability	357,250	309,160
Bonds payable, due after one year	5,740,001	6,335,001
Total non-current liabilities	<u>9,287,924</u>	<u>9,719,617</u>
Total liabilities	<u>11,270,351</u>	<u>11,078,604</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	<u>676</u>	<u>11,038</u>
Total deferred inflows of resources	<u>676</u>	<u>11,038</u>
NET POSITION		
Net investment in capital assets	703,174	3,677,993
Restricted for:		
Closure/post-closure care	310,623	199,900
Unrestricted	<u>6,642,901</u>	<u>2,571,728</u>
Total net position	<u>\$ 7,656,698</u>	<u>\$ 6,449,621</u>

See accompanying notes to financial statements.

EXHIBIT B

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2017 AND 2016**

	June 30,	
	2017	2016
OPERATING REVENUES		
Disposal fees	\$ 6,791,371	\$ 5,926,452
Waste tire grant	24,250	26,218
Other revenue	252	10,883
Total operating revenues	<u>6,815,873</u>	<u>5,963,553</u>
OPERATING EXPENSES		
Closure/post-closure care costs	120,278	33,234
Depreciation and amortization	806,522	843,989
Dues and subscriptions	1,256	1,571
Employee training	2,059	1,889
Habitat expense	-	5,212
Host county fee	226,852	220,392
Insurance	44,745	44,147
Leachate fees	27,277	28,899
Miscellaneous	197	511
Office supplies	6,870	7,845
Operating fee - landfill	2,444,157	1,916,322
Other fees	80	577
Payroll taxes	8,608	9,813
Pension expense	56,239	45,474
Postage	1,113	1,626
Professional fees	39,120	100,976
Public notices	2,575	2,184
Repairs and maintenance	40,928	41,691
Salaries	116,179	132,801
State disposal fees	171,445	161,591
Telephone	3,093	2,928
Testing costs	21,345	45,751
Transfer haul fees	1,362,897	1,349,683
Travel	10,341	9,686
Vehicle expense	3,339	1,690
Total operating expenses	<u>5,517,515</u>	<u>5,010,482</u>

EXHIBIT B
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2017 AND 2016**

	June 30,	
	2017	2016
OPERATING INCOME	\$ 1,298,358	\$ 953,071
NON-OPERATING REVENUES (EXPENSES)		
Interest earned	52,969	23,679
Gain on sale of asset	-	5,670
Interest expense	(142,750)	(123,513)
Investment trustee fee	(1,500)	(2,683)
Bond issuance expense	-	(85,500)
Total non-operating revenues (expenses)	<u>(91,281)</u>	<u>(182,347)</u>
CHANGE IN NET POSITION	1,207,077	770,724
NET POSITION, Beginning	6,449,621	5,904,141
Prior Period Adjustment	-	(225,244)
NET POSITION, Beginning as adjusted	6,449,621	5,678,897
NET POSITION, Ending	\$ 7,656,698	\$ 6,449,621

EXHIBIT C

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF CASH FLOWS
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2017 AND 2016**

	June 30,	
	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 6,756,374	\$ 5,986,061
Payments to suppliers	(3,816,366)	(3,898,538)
Payments to employees	(143,085)	(163,530)
Other receipts	7,402	38,542
Net cash provided by operating activities	<u>2,804,325</u>	<u>1,962,535</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of revenue bonds	-	7,500,000
Principal payments	(570,000)	(2,008,999)
Interest payments on debt	(142,750)	(123,513)
Bond issuance costs and fiscal fees	(1,500)	(88,183)
Net cash provided (used) by financing activities	<u>(714,250)</u>	<u>5,279,305</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest earnings	52,969	23,679
Gain on sale of asset	-	5,670
Purchase and construction of capital assets	(1,311,012)	(3,213,012)
Net cash used by investing activities	<u>(1,258,043)</u>	<u>(3,183,663)</u>
NET INCREASE IN CASH	832,032	4,058,177
CASH BALANCES:		
Beginning of fiscal year	<u>10,231,149</u>	<u>6,172,972</u>
End of fiscal year	<u>\$ 11,063,181</u>	<u>\$ 10,231,149</u>
Displayed on the Statement of Net Position (Exhibit A) as:		
Cash and cash equivalents, unrestricted	\$ 4,191,595	\$ 2,834,447
Cash and cash equivalents, restricted	<u>6,871,586</u>	<u>7,396,702</u>
Total cash balances	<u>\$ 11,063,181</u>	<u>\$ 10,231,149</u>

EXHIBIT C
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF CASH FLOWS
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2017 AND 2016**

	June 30,	
	2017	2016
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income	\$ 1,298,358	\$ 953,071
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	806,522	843,989
(Increase) decrease in:		
Accounts receivable	(34,997)	9,609
Grant receivable - waste tire	(17,102)	1,441
Prepaid insurance	(54)	640
Other deposits	-	50,000
Deferred outflows	213	(70,396)
Increase (decrease) in:		
Accounts payable	577,259	25,159
Host county fees payable	6,460	17,961
Deferred inflows	(10,362)	11,038
Net pension liability	48,090	83,916
State disposal fees payable	14,721	5,258
Accrued liability - closure/post-closure care	115,217	30,849
Net cash provided by operating activities	<u>\$ 2,804,325</u>	<u>\$ 1,962,535</u>

NOTES TO FINANCIAL STATEMENTS

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity - The Pine Belt Regional Solid Waste Management Authority (Authority) is a public body constituting a political subdivision of the State of Mississippi for the purpose of owning and operating an integrated regional solid waste management and disposal facility. The Authority was incorporated on May 15, 1992, according to Mississippi Code Annotated Section 17-17-309 (Supp. 1992), by the Board of Supervisors of each participating county and the Mayor and governing body of each participating municipality. The Authority is governed by an appointed fourteen member Board of Commissioners. The Board represents the following governing bodies:

1. City of Hattiesburg
2. City of Laurel
3. City of Petal
4. Covington County
5. Jones County
6. Perry County
7. Stone County
8. Jefferson Davis County
9. Greene County

Basis of Presentation - The Authority's basic financial statements consist of proprietary fund statements, including a statement of net position and a statement of revenues, expenses, and changes in fund net position.

Enterprise Fund Statements - The statement of net position and the statement of revenues, expenses, and changes in fund net position display information concerning the Authority as a whole. These statements include the financial activities of the overall government. These activities are financed by fees charged to external parties and income generated by investments.

Measurement Focus, Basis of Accounting

Proprietary Financial Statements - The proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Revenue from grants is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The revenues and expenses of proprietary funds are classified as operating or non-operating. Operating revenues and expenses generally result from providing services in connections with a proprietary fund's primary operations. All other revenues and expenses are reported as non-operating.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE TWO YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

All activities and funds of the Authority follow Accounting Principles Board Opinions, Accounting Research Bulletins, and GASB pronouncements.

Budgets and Budgetary Accounting - For the years ended June 30, 2017 and 2016, the Authority adopted a revenue and expense budget to be used as a management tool that assists its users in analyzing financial activity for each fiscal year.

Deposits and Investments - All excess cash balances are invested by the Authority in financial institutions selected by the Board in accordance with state statutes for the purpose of increasing earnings through investment activities.

Cash consists primarily of amounts on deposit with financial institutions in interest bearing accounts. Cash, other deposits, and investments are reported at fair value at June 30, 2017 and 2016.

The Authority's deposit accounts held at various financial institutions are all collateralized through the State of Mississippi pooled collateralization account. All deposits with financial institutions insured by the Federal Deposit Insurance Corporation (FDIC) must be collateralized in an amount equal to 105% of the uninsured amount.

Cash and Cash Equivalents - For purposes of the statement of cash flows, all highly liquid investments with original maturities of one year or less when purchased are considered to be cash equivalents.

Accounts Receivable - All receivables are shown at their net realizable value. Management expects to collect the entire amounts due and therefore has not established an allowance for uncollectible accounts.

Capital Assets - Purchased or constructed capital assets are reported at cost. Donated capital assets are recorded at their estimated fair value at the date of donation. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation is removed from the accounts and any gain or loss is included in the results of operations.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings and improvements
Equipment

15 - 31.5 years
3 - 20 years

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE THREE
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Landfill cells are depreciated based on annual calculations of estimated remaining life based on available air space and compaction obtained during the year. The rubbish site is depreciated based on the amount of tonnage received throughout the year.

Amortization - The cost of engineering, consultants, surveys and legal services associated with the organization of the regional solid waste management authority and disposal facility is being amortized over twenty years using the straight-line method. Organizational costs reported at June 30, 2017 and 2016 are inclusive of all such costs applicable to the Authority. Amortization expense was \$71,945 and \$71,947 for fiscal years ended June 30, 2017 and 2016, respectively.

Deferred Outflows of Resources - In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

Deferred Outflows Related To Pensions - This amount represents the Authority's proportionate share of the deferred outflows of resources reported by the pension plan in which the Authority participates. See Note 7 for additional details.

Deferred Inflows of Resources - In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Deferred Inflows Related to Pensions - This amount represents the Authority's proportionate share of the deferred inflows of resources reported by the pension plan in which the Authority participates. See Note 7 for additional details.

Pensions - For purposes of measuring the net pension liability, deferred outflows of resources related to pensions, deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of Public Employees' Retirement Systems of Mississippi (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE FOUR YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Net Position - Unrestricted net position represents the amounts available for future operations or distribution. Restrictions of net positions represent amounts that are not appropriable for current operations or are legally segregated for a specific purpose. It is the Authority's policy to first apply restricted resources then unrestricted resources when an expense is incurred for purposes where both restricted and unrestricted net positions are available. The following is a description of the net position restrictions used by the Authority:

Restricted for Closure/Post-closure Care - An amount that represents the net position for the trust reserves which are legally restricted for the payment of closure and post-closure care costs that would be incurred if the landfill was closed.

Net investment in capital assets - An amount that represents the net position for capital assets less accumulated depreciation net of any related debt financing transactions used to acquire the assets or collateralize the liability.

Internal Activity - Quasi-external transactions are accounted for as revenues or expenditures. Transactions that constitute reimbursements to a fund from which expenditures were initially made that are properly applicable to another fund are recorded as expenditures in the fund that is reimbursed. Outstanding reimbursements are recorded as due to or from other funds.

All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as operating transfers.

Use of Estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE FIVE YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 2 - CASH AND INVESTMENTS

A summary of cash and trust account balances at June 30, 2017 is as follows:

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
Unrestricted:				
Petty cash	\$ 303	\$ -	\$ -	\$ 303
Undesignated	1,201,846	119,771	103,961	1,425,578
Designated for future construction	2,637,380	-	-	2,637,380
Designated for debt service	128,334	-	-	128,334
Total unrestricted	<u>3,967,863</u>	<u>119,771</u>	<u>103,961</u>	<u>4,191,595</u>
Restricted:				
Closure/post-closure care	3,432,502	-	68,886	3,501,388
Bond construction fund	3,370,198	-	-	3,370,198
Total restricted	<u>6,802,700</u>	<u>-</u>	<u>68,886</u>	<u>6,871,586</u>
Total	<u>\$ 10,770,563</u>	<u>\$ 119,771</u>	<u>\$ 172,847</u>	<u>\$ 11,063,181</u>

A summary of cash and trust account balances at June 30, 2016 is as follows:

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
Unrestricted:				
Petty cash	\$ 303	\$ -	\$ -	\$ 303
Undesignated	1,167,989	108,839	44,369	1,321,197
Designated for future construction	1,385,156	-	-	1,385,156
Designated for debt service	127,791	-	-	127,791
Total unrestricted	<u>2,681,239</u>	<u>108,839</u>	<u>44,369</u>	<u>2,834,447</u>
Restricted:				
Closure/post-closure care	3,244,759	-	30,689	3,275,448
Bond construction fund	4,121,254	-	-	4,121,254
Total restricted	<u>7,366,013</u>	<u>-</u>	<u>30,689</u>	<u>7,396,702</u>
Total	<u>\$ 10,047,252</u>	<u>\$ 108,839</u>	<u>\$ 75,058</u>	<u>\$ 10,231,149</u>

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE SIX
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 2 - CASH AND INVESTMENTS (Cont.)

Restricted cash consists of funds held for estimated closure and post-closure care as required by State and Federal laws and regulations.

At June 30, 2017, the carrying amount of the Authority's deposits was \$11,063,181 and the bank balance was \$11,087,238. The bank balance is categorized as follows:

Amount collateralized with securities held in the State of Mississippi collateral pool on behalf of the Authority	\$ 4,297,914
Amount covered by FDIC	3,669,126
Uncollateralized	<u>3,120,198</u>
Total	<u>\$ 11,087,238</u>

Custodial Credit Risk - Deposits - Custodial credit risk is the risk that in the event of the failure of a financial institution, the Authority will not be able to recover deposits or collateral securities that are in the possession of an outside party. The Authority does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the Authority. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the Authority.

Restricted funds are held in trust accounts for closure/post-closure costs and the bond construction fund. The closure/post-closure money market funds are not eligible for the State Pooled Collateral Account. The bond construction fund is insured up to the FDIC limit but is not eligible for the State Pooled Collateral Account.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE SEVEN

YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 3 - CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2017 was as follows:

	Beginning Balances	Additions	Retirements	Ending Balances
Capital assets not being depreciated:				
Land	\$ 260,441	\$ -	\$ -	\$ 260,441
Construction in progress	2,186,512	1,311,012	-	3,497,524
Total capital assets not being depreciated	2,446,953	1,311,012	-	3,757,965
Capital assets being depreciated:				
Buildings and improvements	5,982,448	-	-	5,982,448
Landfill cells	9,158,951	-	-	9,158,951
Rubbish site	44,425	-	-	44,425
Equipment	107,195	-	-	107,195
Total capital assets being depreciated	15,293,019	-	-	15,293,019
Less accumulated depreciation for:				
Buildings and improvements	3,384,058	208,490	-	3,592,548
Landfill cells	7,794,666	500,845	-	8,295,511
Rubbish site	14,457	17,825	-	32,282
Equipment	85,051	7,417	-	92,468
Total accumulated depreciation	11,278,232	734,577	-	12,012,809
Total capital assets being depreciated, net	4,014,787	(734,577)	-	3,280,210
Total capital assets, net	\$ 6,461,740	\$ 576,435	\$ -	\$ 7,038,175

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE EIGHT

YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 3 - CAPITAL ASSETS (Cont.)

Capital asset activity for the year ended June 30, 2016 was as follows:

	Beginning Balances	Additions	Retirements	Ending Balances
Capital assets not being depreciated:				
Land	\$ 260,441	\$ -	\$ -	\$ 260,441
Construction in progress	79,175	2,113,012	(5,675)	2,186,512
Total capital assets not being depreciated	339,616	2,113,012	(5,675)	2,446,953
Capital assets being depreciated:				
Buildings and improvements	4,876,773	1,105,675	-	5,982,448
Landfill cells	9,158,951	-	-	9,158,951
Rubbish site	44,425	-	-	44,425
Equipment	131,929	-	(24,734)	107,195
Total capital assets being depreciated	14,212,078	1,105,675	(24,734)	15,293,019
Less accumulated depreciation for:				
Buildings and improvements	3,128,446	255,612	-	3,384,058
Landfill cells	7,285,654	509,012	-	7,794,666
Rubbish site	14,457	-	-	14,457
Equipment	102,368	7,417	(24,734)	85,051
Total accumulated depreciation	10,530,925	772,041	(24,734)	11,278,232
Total capital assets being depreciated, net	3,681,153	333,634	-	4,014,787
Total capital assets, net	\$ 4,020,769	\$ 2,446,646	\$ (5,675)	\$ 6,461,740

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE NINE YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 3 - CAPITAL ASSETS (Cont.)

The Authority owns a rubbish site which is located at the landfill. During fiscal year 2016, the site was not operational due to current market conditions. The Authority elected not to depreciate the related assets and therefore has not taken depreciation for fiscal year 2016. In fiscal year 2017, the rubbish site was operated for three months to account for rubbish related to a tornado that affected member counties. The Authority depreciated the related assets for the three months the rubbish site was in operation. As of June 30, 2017 and 2016, the book value of the rubbish site is \$12,143 and \$29,968, respectively and is included in capital assets.

NOTE 4 - ORGANIZATIONAL COSTS

Cumulative organizational costs are as follows:

	June 30,	
	2017	2016
Engineering, consultants, surveys	\$ 783,390	\$ 783,390
Legal	655,552	655,552
Subtotal	1,438,942	1,438,942
Amortization costs	(1,438,942)	(1,366,997)
Organizational costs, net of amortization	\$ -	\$ 71,945

NOTE 5 - ACCOUNTS PAYABLE

Accounts payable consisted of the following:

	June 30,	
	2017	2016
Enviro, Inc.	\$ 300,466	\$ 279,879
Others	608,553	51,881
Total accounts payable	\$ 909,019	\$ 331,760

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE TEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 6 - LONG-TERM DEBT

On September 8, 2003, the Authority issued Series 2003 Bonds for the purpose of prepaying and current refunding the Series 2000 Bonds. The Series 2003 Bonds were dated July 1, 2003 with interest payable on July 1, and January 1 of each year beginning January 1, 2004 at the rate of 4.13% and maturing in 2016.

On November 1, 2011, the Authority redeemed the Series 2003 Bonds in exchange for a long term promissory note. The note requires semi-annual interest payments and an annual principal payment. It matures in 2016 and bears an interest rate of 1.95%. This note was paid in full during 2016.

On November 1, 2011, the Authority entered into a promissory note with available funds in the amount of \$2,500,000. The note requires semi-annual interest payments and an annual principal payment. It matures in 2017 and bears interest at a rate of 2.07%. This note was paid in full during 2016.

On September 17, 2015, the Authority issued Series 2015 revenue bonds for the purposes of repaying outstanding debt and construction. The Series 2015 Revenue Bonds were dated September 17, 2015 with interest payable on July 1, and January 1 of every year beginning January 1, 2016 at a variable rate ranging from 0.99% to 2.97%. The interest rate was 1.12% for 2017.

Changes in long-term debt for the year ended June 30, 2017 are as follows:

	<u>Balance 6/30/16</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance 6/30/17</u>	<u>Due within one year</u>
Bonds Payable:					
Series 2015 revenue bonds, maturing 2033; variable rate, 1.12% for 2017	\$ 6,905,001	\$ -	\$ 570,000	\$ 6,335,001	\$ 595,000
Total long-term debt	<u>\$ 6,905,001</u>	<u>\$ -</u>	<u>\$ 570,000</u>	<u>\$ 6,335,001</u>	<u>\$ 595,000</u>

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE ELEVEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 6 - LONG-TERM DEBT (Cont.)

Changes in long-term debt for the year ended June 30, 2016 are as follows:

	<u>Balance 6/30/15</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance 6/30/16</u>	<u>Due within one year</u>
Note Payable:					
Promissory note, maturing 2017; interest at 2.07%	\$ 799,000	\$ -	\$ 799,000	\$ -	\$ -
Promissory note, maturing 2016; interest at 1.95%	615,000	-	615,000	-	-
Bonds Payable:					
Series 2015 revenue bonds, maturing 2033; variable rate, 0.99% for 2016	-	7,500,000	594,999	6,905,001	570,000
Total long-term debt	<u>\$ 1,414,000</u>	<u>\$ 7,500,000</u>	<u>\$ 2,008,999</u>	<u>\$ 6,905,001</u>	<u>\$ 570,000</u>

Debt service requirements on long-term debt at June 30, 2017 are as follows:

<u>Year of Maturity</u>	<u>Notes Payable</u>	
	<u>Principal Amount</u>	<u>Interest Amount</u>
2018	\$ 595,000	\$ 132,143
2019	620,000	122,989
2020	645,000	112,481
2021	670,000	100,704
2022	695,000	87,452
2023 - 2027	1,570,000	292,056
2028 - 2032	1,255,000	135,402
2033	285,001	4,232
Total	<u>\$ 6,335,001</u>	<u>\$ 987,459</u>

Interest expense relating to the promissory notes was \$142,750 and \$123,513 for the years ended June 30, 2017 and 2016, respectively.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE TWELVE

YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 7 - DEFINED BENEFIT PENSION PLAN

General Information about the Pension Plan

Plan Description - Pine Belt Regional Solid Waste Management Authority contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing, multiple-employer, defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions are established by state law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employees' Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005 or by calling 1-800-444-PERS.

Benefits Provided - Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.00% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.50% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.00% of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.00% compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE THIRTEEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 7 - DEFINED BENEFIT PENSION PLAN (Cont.)

Contributions - At June 30, 2017, PERS members were required to contribute 9.00% of their annual covered salary, and the Authority is required to contribute at an actuarially determined rate. The employer's rate at June 30, 2017 was 15.75% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature. The Authority's contributions (employer share only) to PERS for the years ending June 30, 2017, 2016, and 2015 were \$18,298, \$20,916, and \$17,519, respectively, equal to the required contributions for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2017, the Authority reported a liability of \$357,250 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Authority's proportion of the net pension liability was based on a projection of the Authority's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. At June 30, 2017, the Authority's proportion was 0.002%, which was unchanged from its proportion measured at June 30, 2016.

For the year ended June 30, 2017, the Authority recognized pension expense of \$56,239. At June 30, 2017, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

(See Table on Next Page)

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE FOURTEEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 7- DEFINED BENEFIT PENSION PLAN (Cont.)

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 7,101	\$ -
Net difference between projected and actual earnings on pension plan investments	19,362	-
Changes of assumptions	12,002	676
Changes in the proportion and differences between the Authority's contributions and proportionate share of contributions	13,420	-
Authority contributions subsequent to the measurement date	<u>18,298</u>	<u>-</u>
Total	<u>\$ 70,183</u>	<u>\$ 676</u>

\$18,298 reported as deferred outflows of resources related to pensions resulting from Authority contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Year ending June 30:</u>	<u>Amount</u>
2018	\$ 16,127
2019	16,127
2020	12,261
2021	<u>6,694</u>
	<u>\$ 51,209</u>

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE FIFTEEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 7 - DEFINED BENEFIT PENSION PLAN (Cont.)

Actuarial Assumptions - The total pension liability in the June 30, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods in the measurement:

Inflation	3.00%
Salary increases	3.75% - 19.00%, including inflation
Investment rate of return	7.75% net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table Projected with Scale BB to 2016, with male rates set forward one year.

The actuarial assumptions used in the June 30, 2016 valuation were based on the results of an actuarial experience study for the period July 1, 2010 to June 30, 2014. The experience report is dated May 4, 2015.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target asset allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2016, are summarized in the following table:

(See Table on Next Page)

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE SIXTEEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 7 - DEFINED BENEFIT PENSION PLAN (Cont.)

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
U.S. Broad	34.00%	5.20%
International Equity	19.00	5.00
Emerging Markets Equity	8.00	5.45
Fixed Income	20.00	0.25
Real Assets	10.00	4.00
Private Equity	8.00	6.15
Cash	1.00	(0.50)
Total	100.00%	

Discount rate - The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current employer contribution rate (15.75%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity to the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.75%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75%) or 1-percentage-point higher (8.75%) than the current rate:

	1% Decrease 6.75%	Discount Rate 7.75%	1% Increase 8.75%
Authority's proportionate share of the net pension liability	\$ 458,075	\$ 357,250	\$ 273,598

Pension Plan Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVENTEEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 8 - CLOSURE AND POST-CLOSURE CARE COSTS

State and federal laws and regulations require the Authority to place a final cover on its landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the Authority reports a portion of these closure and post-closure care costs as an operating expense in each period based on landfill capacity used as of each balance sheet date.

As of June 30, 2017 and 2016, the Authority has accrued \$3,190,673 and \$3,075,456, respectively, for closure and post-closure care costs for both the landfill and rubbish sites. These amounts are included in restricted cash and cash equivalents on the statement of net position. Amounts are estimated based on what it would cost to perform all closure and post-closure care in 2017 and 2016, respectively. Actual costs may be higher due to inflation, change in technology, or changes in regulations.

A reconciliation of current year costs related to closure and post-closure is as follows:

	June 30,	
	2017	2016
Actual cash transfers to trust fund	\$ 189,246	\$ 153,512
Adjustment of liability for operating fund	(74,029)	(122,662)
Fees	5,061	2,384
Total expense per Exhibit B	\$ 120,278	\$ 33,234

The Authority is required by state and federal laws and regulations to make annual contributions to a trust to finance closure and post-closure care for the landfill. The Authority is in compliance with these requirements, and, at June 30, 2017 and 2016, amounts of \$3,501,388 and \$3,275,448 are held in trust for these purposes. Although not currently required by state or federal laws and regulations, management has designated \$68,886 and \$30,689 at June 30, 2017 and 2016, respectively, for closure costs related to the rubbish site which is included in the trust amounts above. These funds are reported as restricted cash and cash equivalents on the statement of net position. The Authority expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional post-closure care requirements are determined (due to changes in technology or applicable laws or regulations, for example), these costs will need to be covered by the Authority.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE EIGHTEEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 8 - CLOSURE AND POST-CLOSURE CARE COSTS (Cont.)

The Authority is currently operating under a long-term Regional Solid Waste Master Plan. This Plan allows for the construction and use of Cells 1-9. The remaining life at June 30, 2017 is estimated to be 22.6 years including cells currently under construction. The percentage of constructed landfill capacity used to date is 86.1% at June 30, 2017.

NOTE 9 - COMMITMENTS AND CONTINGENCIES

Substantially all of the Authority's facilities are subject to federal, state and local provisions regulating the discharge of materials into the environment. Compliance with these provisions has not had, nor does the Authority expect such compliance to have, any material effect upon capital purchases, net income or financial condition of the Authority, as all related expenses are appropriately accounted for in the budgeting process. Management believes that its current practices and procedures for the control and disposition of such waste comply with applicable federal and state requirements.

The Authority added \$1,311,012 and \$2,113,012 for Phase II construction cost for fiscal years ended June 30, 2017 and 2016, respectively, which was also reported on the Statement of Net Position in Capital Assets Not Being Depreciated. Additional costs are expected to be incurred over the next several years.

NOTE 10 - RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the years ended June 30, 2017 and 2016, the Authority carried insurance through a commercial carrier to cover risks of losses. The Authority has had no settled claims resulting from these risks that exceeded its commercial coverage in any of the past three fiscal years.

NOTE 11 - EFFECT OF DEFERRED AMOUNTS ON NET POSITION

The unrestricted net position amount of \$6,642,901 includes the effect of deferring the recognition of expenses resulting from the cost-sharing pension plan deferred outflows. The \$69,507 net balance of the deferred inflows and outflows of resources at June 30, 2017 will be recognized as expenses and decrease unrestricted net position over the next four years.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE NINETEEN
YEARS ENDED JUNE 30, 2017 AND 2016**

NOTE 12 - SUBSEQUENT EVENTS

In connection with the preparation of the financial statements, management of the Authority has evaluated subsequent events through September 19, 2017, which is the date the financial statements were available to be issued.

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REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE 1

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
LAST 10 FISCAL YEARS*
YEAR ENDED JUNE 30, 2017**

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Authority's proportion of the net pension liability (asset)	0.002%	0.002%	0.002%
Authority's proportionate share of the net pension liability (asset)	\$ 357,250	\$ 309,160	\$ 242,763
Authority's covered-employee payroll	\$ 116,179	\$ 132,801	\$ 111,234
Authority's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	307.50%	232.80%	218.25%
Plan fiduciary net position as a percentage of the total pension liability	57.47%	61.70%	67.21%

* The amounts presented for each fiscal year were determined as of the measurement date of June 30th prior to the fiscal year presented. This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year end June 30, 2016, and, until a full 10 year trend is compiled, the Authority has only presented information for the years in which information is available.

SCHEDULE 2

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**SCHEDULE OF AUTHORITY CONTRIBUTIONS
LAST 10 FISCAL YEARS*
YEAR ENDED JUNE 30, 2017**

	<u>2017</u>	<u>2016</u>
Contractually required contribution	\$ 18,298	\$ 20,916
Contributions in relation to the contractually required contribution	<u>18,298</u>	<u>20,916</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>
Authority's covered-employee payroll	\$ 116,179	\$ 132,801
Contributions as a percentage of covered-employee payroll	15.75%	15.75%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended June 30, 2016, and, until a full 10 year trend is compiled, the Authority has only presented information for the years in which information is available.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED JUNE 30, 2017

NOTE 1 - PENSION SCHEDULES

Changes of Assumptions - In 2015 and later, the expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015. In 2015, the expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015. Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience. In 2015, assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience. Finally, the price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively. In 2016 and later, the assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

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SUPPLEMENTARY INFORMATION

SCHEDULE 3

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2017**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents, unrestricted	\$ 3,967,863	\$ 119,771	\$103,961	\$ 4,191,595
Accounts receivable	671,777	-	-	671,777
Grant receivable - waste tire	-	57,926	-	57,926
Prepaid insurance	26,418	-	-	26,418
Total current assets	<u>4,666,058</u>	<u>177,697</u>	<u>103,961</u>	<u>4,947,716</u>
CAPITAL ASSETS				
Capital assets not being depreciated	<u>3,757,965</u>	<u>-</u>	<u>-</u>	<u>3,757,965</u>
Capital assets being depreciated	15,199,255	49,339	44,425	15,293,019
Less: Accumulated depreciation	<u>(11,931,188)</u>	<u>(49,339)</u>	<u>(32,282)</u>	<u>(12,012,809)</u>
Total capital assets being depreciated, net	<u>3,268,067</u>	<u>-</u>	<u>12,143</u>	<u>3,280,210</u>
Total capital assets, net	<u>7,026,032</u>	<u>-</u>	<u>12,143</u>	<u>7,038,175</u>
NON-CURRENT ASSETS				
Cash and cash equivalents, restricted	6,802,700	-	68,886	6,871,586
Other deposits	65	-	-	65
Total non-current assets	<u>6,802,765</u>	<u>-</u>	<u>68,886</u>	<u>6,871,651</u>
Total assets	<u>18,494,855</u>	<u>177,697</u>	<u>184,990</u>	<u>18,857,542</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	<u>70,183</u>	<u>-</u>	<u>-</u>	<u>70,183</u>
Total deferred outflows of resources	<u>70,183</u>	<u>-</u>	<u>-</u>	<u>70,183</u>

SCHEDULE 3
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2017**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total Total
LIABILITIES				
CURRENT LIABILITIES				
Accounts payable	\$ 894,815	\$ 14,204	\$ -	\$ 909,019
Host county fees payable	214,406	-	12,446	226,852
State disposal fees payable	239,110	-	12,446	251,556
Bonds payable, due within one year	595,000	-	-	595,000
Total current liabilities	<u>1,943,331</u>	<u>14,204</u>	<u>24,892</u>	<u>1,982,427</u>
NON-CURRENT LIABILITIES				
Accrued liability - closure/post-closure care	3,121,787	-	68,886	3,190,673
Net pension liability	357,250	-	-	357,250
Bonds payable, due after one year	5,740,001	-	-	5,740,001
Total non-current liabilities	<u>9,219,038</u>	<u>-</u>	<u>68,886</u>	<u>9,287,924</u>
Total liabilities	<u>11,162,369</u>	<u>14,204</u>	<u>93,778</u>	<u>11,270,351</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pensions	676	-	-	676
Total deferred inflows of resources	<u>676</u>	<u>-</u>	<u>-</u>	<u>676</u>
NET POSITION				
Net investment in capital assets	691,031	-	12,143	703,174
Restricted for:				
Closure/post-closure care	310,623	-	-	310,623
Unrestricted	<u>6,400,339</u>	<u>163,493</u>	<u>79,069</u>	<u>6,642,901</u>
Total net position	<u>\$ 7,401,993</u>	<u>\$ 163,493</u>	<u>\$ 91,212</u>	<u>\$ 7,656,698</u>

SCHEDULE 4

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS**

YEAR ENDED JUNE 30, 2017

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING REVENUES				
Disposal fees	\$ 5,836,456	\$ -	\$ 954,915	\$ 6,791,371
Waste tire grant	-	24,250	-	24,250
Other revenue	252	-	-	252
Total operating revenues	<u>5,836,708</u>	<u>24,250</u>	<u>954,915</u>	<u>6,815,873</u>
OPERATING EXPENSES				
Closure/post-closure care costs	82,081	-	38,197	120,278
Depreciation and amortization	786,554	2,143	17,825	806,522
Dues and subscriptions	1,256	-	-	1,256
Employee training	2,059	-	-	2,059
Host county fee	214,406	-	12,446	226,852
Insurance	44,745	-	-	44,745
Leachate fees	27,277	-	-	27,277
Miscellaneous	188	6	3	197
Office supplies	6,870	-	-	6,870
Operating fee - landfill	2,036,727	-	407,430	2,444,157
Other fees	80	-	-	80
Payroll taxes	8,608	-	-	8,608
Pension expense	56,239	-	-	56,239
Postage	1,113	-	-	1,113
Professional fees	39,120	-	-	39,120
Public notices	2,575	-	-	2,575
Repairs and maintenance	40,928	-	-	40,928
Salaries	116,179	-	-	116,179
State disposal fees	158,999	-	12,446	171,445
Telephone	3,093	-	-	3,093
Testing costs	21,345	-	-	21,345
Transfer haul fees	1,362,897	-	-	1,362,897
Travel	10,341	-	-	10,341
Vehicle expense	3,339	-	-	3,339
Total operating expenses	<u>5,027,019</u>	<u>2,149</u>	<u>488,347</u>	<u>5,517,515</u>

SCHEDULE 4
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2017**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING INCOME	<u>\$ 809,689</u>	<u>\$ 22,101</u>	<u>\$ 466,568</u>	<u>\$ 1,298,358</u>
NON-OPERATING REVENUES (EXPENSES)				
Interest earned	52,495	167	307	52,969
Interest expense	(142,750)	-	-	(142,750)
Investment trustee fees	(1,500)	-	-	(1,500)
Total non-operating revenues (expenses)	<u>(91,755)</u>	<u>167</u>	<u>307</u>	<u>(91,281)</u>
Net income before transfers	717,934	22,268	466,875	1,207,077
INTERFUND TRANSFERS	<u>450,000</u>	<u>-</u>	<u>(450,000)</u>	<u>-</u>
CHANGES IN NET POSITION	1,167,934	22,268	16,875	1,207,077
NET POSITION - Beginning	<u>6,234,059</u>	<u>141,225</u>	<u>74,337</u>	<u>6,449,621</u>
NET POSITION - Ending	<u>\$ 7,401,993</u>	<u>\$ 163,493</u>	<u>\$ 91,212</u>	<u>\$ 7,656,698</u>

SCHEDULE 5

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2016**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents, unrestricted	\$ 2,681,239	\$ 108,839	\$ 44,369	\$ 2,834,447
Accounts receivable	636,780	-	-	636,780
Grant receivable - waste tire	-	40,824	-	40,824
Prepaid insurance	26,364	-	-	26,364
Total current assets	<u>3,344,383</u>	<u>149,663</u>	<u>44,369</u>	<u>3,538,415</u>
CAPITAL ASSETS				
Capital assets not being depreciated	<u>2,446,953</u>	<u>-</u>	<u>-</u>	<u>2,446,953</u>
Capital assets being depreciated	15,199,255	49,339	44,425	15,293,019
Less: Accumulated depreciation	<u>(11,216,579)</u>	<u>(47,196)</u>	<u>(14,457)</u>	<u>(11,278,232)</u>
Total capital assets being depreciated, net	<u>3,982,676</u>	<u>2,143</u>	<u>29,968</u>	<u>4,014,787</u>
Total capital assets, net	<u>6,429,629</u>	<u>2,143</u>	<u>29,968</u>	<u>6,461,740</u>
NON-CURRENT ASSETS				
Cash and cash equivalents, restricted	7,366,013	-	30,689	7,396,702
Organizational costs, net of amortization	71,945	-	-	71,945
Other deposits	65	-	-	65
Total non-current assets	<u>7,438,023</u>	<u>-</u>	<u>30,689</u>	<u>7,468,712</u>
Total assets	<u>17,212,035</u>	<u>151,806</u>	<u>105,026</u>	<u>17,468,867</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	<u>70,396</u>	<u>-</u>	<u>-</u>	<u>70,396</u>
Total deferred outflows of resources	<u>70,396</u>	<u>-</u>	<u>-</u>	<u>70,396</u>

SCHEDULE 5
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2016**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
LIABILITIES				
CURRENT LIABILITIES				
Accounts payable	\$ 321,179	\$ 10,581	\$ -	\$ 331,760
Host county fees payable	220,392	-	-	220,392
State disposal fees payable	236,835	-	-	236,835
Bonds payable, due within one year	570,000	-	-	570,000
Total current liabilities	<u>1,348,406</u>	<u>10,581</u>	<u>-</u>	<u>1,358,987</u>
NON-CURRENT LIABILITIES				
Accrued liability - closure/post-closure care	3,044,767	-	30,689	3,075,456
Net pension liability	309,160	-	-	309,160
Bonds payable, due after one year	6,335,001	-	-	6,335,001
Total non-current liabilities	<u>9,688,928</u>	<u>-</u>	<u>30,689</u>	<u>9,719,617</u>
Total liabilities	<u>11,037,334</u>	<u>10,581</u>	<u>30,689</u>	<u>11,078,604</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pensions	11,038	-	-	11,038
Total deferred inflows of resources	<u>11,038</u>	<u>-</u>	<u>-</u>	<u>11,038</u>
NET POSITION				
Net investment in capital assets	3,645,882	2,143	29,968	3,677,993
Restricted for:				
Closure/post-closure care	199,900	-	-	199,900
Unrestricted	<u>2,388,277</u>	<u>139,082</u>	<u>44,369</u>	<u>2,571,728</u>
Total net position	<u>\$ 6,234,059</u>	<u>\$ 141,225</u>	<u>\$ 74,337</u>	<u>\$ 6,449,621</u>

SCHEDULE 6

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2016**

	<u>Operating Fund</u>	<u>Waste Tire Fund</u>	<u>Rubbish Fund</u>	<u>Total</u>
OPERATING REVENUES				
Disposal fees	\$ 5,926,452	\$ -	\$ -	\$ 5,926,452
Waste tire grant	-	26,218	-	26,218
Other revenue	10,883	-	-	10,883
Total operating revenues	<u>5,937,335</u>	<u>26,218</u>	<u>-</u>	<u>5,963,553</u>
OPERATING EXPENSES				
Closure/post-closure care costs	33,234	-	-	33,234
Depreciation and amortization	841,845	2,144	-	843,989
Dues and subscriptions	1,571	-	-	1,571
Employee training	1,889	-	-	1,889
Habitat expense	5,212	-	-	5,212
Host county fee	220,392	-	-	220,392
Insurance	44,147	-	-	44,147
Leachate fees	28,899	-	-	28,899
Miscellaneous	195	161	155	511
Office supplies	7,845	-	-	7,845
Operating fee - landfill	1,916,322	-	-	1,916,322
Other fees	577	-	-	577
Payroll taxes	9,813	-	-	9,813
Pension expense	45,474	-	-	45,474
Postage	1,626	-	-	1,626
Professional fees	100,976	-	-	100,976
Public notices	2,184	-	-	2,184
Repairs and maintenance	41,691	-	-	41,691
Salaries	132,801	-	-	132,801
State disposal fees	161,591	-	-	161,591
Telephone	2,928	-	-	2,928
Testing costs	45,751	-	-	45,751
Transfer haul fees	1,349,683	-	-	1,349,683
Travel	9,686	-	-	9,686
Vehicle expense	1,690	-	-	1,690
Total operating expenses	<u>5,008,022</u>	<u>2,305</u>	<u>155</u>	<u>5,010,482</u>

SCHEDULE 6
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS**

YEAR ENDED JUNE 30, 2016

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING INCOME (LOSS)	<u>\$ 929,313</u>	<u>\$ 23,913</u>	<u>\$ (155)</u>	<u>\$ 953,071</u>
NON-OPERATING REVENUES (EXPENSES)				
Interest earned	23,435	139	105	23,679
Gain on sale of asset	5,670	-	-	5,670
Interest expense	(123,513)	-	-	(123,513)
Investment trustee fees	(2,683)	-	-	(2,683)
Other expenses	<u>(85,500)</u>	<u>-</u>	<u>-</u>	<u>(85,500)</u>
Total non-operating revenues (expenses)	<u>(182,591)</u>	<u>139</u>	<u>105</u>	<u>(182,347)</u>
CHANGES IN NET POSITION	<u>746,722</u>	<u>24,052</u>	<u>(50)</u>	<u>770,724</u>
NET POSITION,				
<i>Beginning</i>	5,712,581	117,173	74,387	5,904,141
Prior period adjustment	<u>(225,244)</u>	<u>-</u>	<u>-</u>	<u>(225,244)</u>
<i>Beginning, as adjusted</i>	<u>5,487,337</u>	<u>117,173</u>	<u>74,387</u>	<u>5,678,897</u>
NET POSITION,				
<i>Ending</i>	<u>\$ 6,234,059</u>	<u>\$ 141,225</u>	<u>\$ 74,337</u>	<u>\$ 6,449,621</u>

SCHEDULE 7

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**SCHEDULE OF ORGANIZATIONAL COSTS
JUNE 30, 2017**

ENGINEERING

Implementation	\$ 94,873
General services	35,385
Design and permit:	
Jones County	435,014
Perry County	215,952
Laurel transfer station	2,166
Total engineering	<u>783,390</u>

LEGAL

Organization	273,966
Land acquisition:	
Jones County	41,855
Perry County	17,624
Injunction	1,678
Internal certificate of debt	14,232
Declaratory judgment	4,208
General legal services	144,720
Flowers vs. Pine Belt	60,782
Hattiesburg transfer station	2,586
Bond issuance cost	93,901
Total legal	<u>655,552</u>

Total organizational costs 1,438,942

Less: Amortization (1,438,942)

Net organizational costs \$ -

OTHER REPORT

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority
Petal, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Pine Belt Regional Solid Waste Management Authority as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise Pine Belt Regional Solid Waste Management Authority's basic financial statements, and have issued our report thereon dated September 19, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Pine Belt Regional Solid Waste Management Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Pine Belt Regional Solid Waste Management Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of Pine Belt Regional Solid Waste Management Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pine Belt Regional Solid Waste Management Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Topp McWhorter Harvey, PLLC
Hattiesburg, Mississippi
September 19, 2017



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-720

File ID: 2017-720

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/08/2017

Brief Title: Acknowledgement of FY 2018 Pine Belt Regional
Solid Waste Management Authority Budget.

Final Action:

Minute Book Number: MB2017-420

Title:

Acknowledge receipt of the Fiscal Year 2018 Budget for Pine Belt Regional
Solid Waste Management Authority.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VII.-5

Sponsors:

Enactment Date:

Attachments: Disposal Rates, PINEBELT SOLID WASTE

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017					

Text of Legislative File 2017-720

Title

Acknowledge receipt of the Fiscal Year 2018 Budget for Pine Belt Regional Solid Waste
Management Authority.

Summary

Acknowledge receipt of the FY 2018 Budget for Pine Belt Regional Solid Waste Management
Authority.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389

Petal, MS 39465

(601) 545-6676

Fax (601) 545-6665

DISPOSAL RATES

FISCAL YEAR 2018

EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018

Municipal Solid Waste:

Gate Rate:	\$30.50/Ton
Authority Members	\$37.75/Ton
Greene County	\$28.75/Ton
Stone County (7/1/17 - 12/31/17)	\$27.57/Ton
Stone County(1/1/18 - 6/30/18)	\$27.82/Ton
Asbestos Containing Material - Non-Friable:	\$36.75/Ton
Asbestos Containing Material - Friable	\$24.75/CY
Asbestos Containing Materials w/ CD - Non-Friable	\$44.00/Ton
Petroleum Contaminated Soils:	\$32.20/Ton
Spec/Sludge	\$36.75/Ton
Other Contaminated Soils:	\$34.00/Ton
Contaminated Soil Disposed in Drums:	\$88.00/Drum
Industrial Processed Materials:	\$32.20/Ton
Industrial Processed Material Disposed in Drums:	\$88.00/Drum
Solidification	\$88.00/Ton
Solidification in Drums	\$100.00/Drum

Rubbish:

Gate Rate:	TBD
------------	-----

Laurel Transfer Station:

Gate Rate:	\$43.00/Ton
Authority Members:	\$37.75/Ton

Hattiesburg Transfer Station:

Gate Rate:	\$41.50/Ton
Authority Members:	\$37.75/Ton

Covington County Transfer Station:

Gate Rate:	\$53.00/Ton
Authority Members:	\$37.75/Ton

revised 7/01/2017

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY
ALL FUNDS
FY 2018

Account		FY 2018 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
	Revenues, Transfers & Beginning Cash							
	Beginning Cash	\$ 10,988,532	\$ 754,333	\$ 140,106	\$ 2,636,878	\$ 68,790	\$ 3,399,039	\$ 3,989,386
	Transfers:							
	From Operating Fund To:							
	Debt Service Fund	731,367				731,367		
	Closure Fund	142,923					142,923	
	Bond Const. Fund	0						
	Construction	0			0			
	Revenues:							
45030	Waste Tire Grant	30,000		30,000				
44390	Grant Administration Fee	26,000		26,000				
45010	Disposal Fees - Members	1,857,789	1,857,789					
45015	Disposal Fees - Non Members	3,646,655	3,646,655					
47110	Other Income	100	100					
43372	Interest Income - Operating Fund	1,500	1,500					
43373	Interest Income - Construction Fund	1,500			1,500			
43375	Interest Income - Closure Fund	33,800					33,800	
43376	Interest Income - Habitat Fund	100						100
43374	Interest Income - Debt Service Fund	50				50		
	Interest Income - Waste Tire Fund	100		100				
Total Funds Available		\$ 17,460,415	\$ 6,260,376	\$ 196,206	\$ 2,638,378	\$ 800,207	\$ 3,575,762	\$ 3,989,486

Account		FY 2018 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
	Administrative Expenses							
60010	Salaries & Wages	\$116,500	116,500					
60110	Retirement	18,500	18,500					
60120	FICA Matching	9,100	9,100					
60140	Health Insurance	9,500	9,500					
60420	Travel	1,500	1,500					
60450	Comm Per Diem	6,500	6,500					
60455	Comm Travel	4,000	4,000					
61020	Employee Training	2,200	2,200					
61110	Postage	1,500	1,500					
61121	Telephone	3,500	3,500					
61310	Advertising / Public Notices	500	500					
61530	Repairs - General	15,000	10,000	5,000				
61540	Repairs - Vehicle	1,000	1,000	0				
61550	Repairs - Office Equip	500	500					
61551	Maint - Copier	0	0					
61552	Maint - Software	2,400	2,400					
61590	Repairs - Misc Equipment	500	500					
61620	Engineering	13,000	13,000					
61612	Engineering Air Reporting Compliance	9,000	9,000					
61624	Accounting	15,745	15,745					
61626	Paying Agent Fee - Bonds	0	0					
61627	Trustee Fees	1,500	1,500					
61630	Legal	15,000	15,000					
61644	Other Professional	5,000	5,000					
61690	Other Fees & Services	1,000	1,000					
61705	Insurance - Property & General Liability	23,000	23,000					
61711	Insurance - Auto	3,000	3,000					
61713	Insurance - Public Off Liability	6,500	6,500					
61714	Insurance - Public Off Bonds	2,500	2,500					
61715	Insurance - Workman's Comp	1,000	1,000					
61718	Bank Service Charges	260	250	10				
617719	Bank Financial BXS-C/PC	5,500					5,500	
61720	Membership Fees	1,500	1,500					
61721	Subscriptions	500	500					
61730	Misc Contractual Service	500	500					
62110	Printing	250	250					
62130	Office Supplies	3,000	3,000					
62140	Paper Supplies	0	0					
62150	Office Equipment & Computers	2,000	2,000	0				
62210	Fuel - Gasoline	4,000	4,000					
62590	Other Supplies & Materials	750	750	0				
Total Administrative Expenses		\$ 307,205	\$ 296,695	\$ 5,010	\$ -	\$ -	\$ 5,500	\$ -

Account	Classification	FY 2018 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
	Operating Expenses							
61240	Leachate Treatment & Testing							
61241	Leachate Disposal	4,814	4,814					
61242	Leachate - Haul	17,452	17,452					
61242	Leachate - Testing	7,823	7,823					
61245	Tire Disposal	30,000		30,000				
61520	Repairs - Bldgs	15,000	15,000					
61560	Repairs - Scales	10,000	10,000					
61670	Laboratory & Testing Fees	12,000	12,000					
61675	Host Fee - Members	51,970	51,970					
61675	Host Fee - Non Members	146,640	146,640					
61685	State Disposal Fee	150,445	150,445					
61689	Annual Air Permit Fee(State)	3,500	3,500					
	Closure (Transfer)	0						
61687	Post Closure (Transfer)	0						
61697	Rubbish & Tire Disposal	6,000	6,000					
61698	Contracted Operation - Landfill	2,026,494	2,026,494					
61699	Contracted Operation - Trans / Haul	1,310,069	1,310,069					
61702	Fuel Adjustment - Landfill	20,000	20,000					
61703	Fuel Adjustment - Trans / Haul	20,000	20,000					
Total Operating Expenses		\$ 3,832,207	\$ 3,802,207	\$ 30,000	\$ -	\$ -	\$ -	\$ -
	CAPITAL OUTLAY							
	Cell 5 Engineering & Construction	2,639,250						2,639,250
	Phase II Insrastructure Engineering & Const.	231,365						231,365
		0						
		0						
Total Capital Outlays		\$ 2,870,615	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,870,615
Total Expenditures		\$ 7,010,027	\$ 4,098,902	\$ 35,010	\$ -	\$ -	\$ 5,500	\$ 2,870,615

FOR MANAGEMENT USE OF PINE BELT SOLID WASTE AUTHORITY

Account	Classification			FY 2018 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
	Transfers From Operating Fund To:									
10111	Closure Fund			\$ 127,878	\$ 127,878					
10111	Post Closure Fund			15,045	15,045					
10115	Habitat Fund			-	-					
10120	Debt Service Fund			731,367	731,367					
10124	Construction Fund			-	-					
	Debt Service Requirements:									
26500	Principal									
26500	Interest	01-01-18	\$ 68,184							
			\$ 68,184	68,184				68,184		
26500	Principal	07-01-18	\$ 595,000							
26500	Interest	07-01-18	68,184							
			\$ 663,184	663,184				663,184		
Total Transfers				\$ 1,605,657	\$ 874,290	\$ -	\$ -	\$ 731,367	\$ -	\$ -
Total Expenditures and Transfers				8,615,684	4,973,192	35,010	-	731,367	5,500	2,870,615
Ending Cash Balance				\$ 8,844,731	\$ 1,287,185	\$ 161,196	\$ 2,638,378	\$ 68,840	\$ 3,570,262	\$ 1,118,871

Account	Non Cash Expenses	FY 2018 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
62594	Amortization	\$ -	\$ -					
62595	Depreciation	215,908	213,764	2,144				
62595	Depreciation Cell # 2 @ / Ton	-						
62595	Depreciation Phase I @ / Ton \$ 3.15	473,902	473,902					
		-						
Total Non Cash Expenses		\$ 689,810	\$ 687,666	\$ 2,144	\$ -	\$ -	\$ -	\$ -



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-773

File ID: 2017-773

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/27/2017

Brief Title: 9-30-2017 Claims Docket.

Final Action:

Minute Book Number: MB2017-420

Title:

Approve claims docket for the period ending September 30, 2017.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VII.-6

Sponsors:

Enactment Date:

Attachments: Claims Docket, 10-3-17, Addendum MEMO, 10-3-17,
Addendum to the 10-3-17 Claims Docket

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017					

Text of Legislative File 2017-773

Title

Approve claims docket for the period ending September 30, 2017.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING SEPTEMBER 30, 2017

Page 1
Date - 09/27/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	135614	00172740	16008441	REPRS U#16754 POLICE	09/30/17	259952	2,055.09-
00001 AAMCO TRANS/AUTOMOTIVE S	135795	00173014	16008458	REPRS U#15784 AIRPORT	09/30/17	259952	2,870.00-
00001 AAMCO TRANS/AUTOMOTIVE S	134459	00167804	16008715	LABOR CHG U#17317 POLICE	09/30/17	259952	142.50-
00001 AAMCO TRANS/AUTOMOTIVE S	135756	00173796	16008724	REPRS U#15480 TRAFFIC	09/30/17	259952	959.00-
00001 AAMCO TRANS/AUTOMOTIVE S	135798	00173526	16008749	MOTOR REPR U#14714	09/30/17	259952	4,950.00-
00001 AAMCO TRANS/AUTOMOTIVE S	135832	00173629	16008752	REPRS U#15784	09/30/17	259952	947.37-
00001 AAMCO TRANS/AUTOMOTIVE S	135906	00173740	16008753	REPRS U#9606	09/30/17	259952	4,960.00-
00001 AAMCO TRANS/AUTOMOTIVE S	135905	00173727	16008762	REPRS U#10690 SANIT	09/30/17	259952	4,960.00-
AAMCO TRANS/AUTOMOTIVE S Sum							21,843.96-
00001 ACADEMIC TECHNOLOGIES	9134	00172889	16008685	CHECK MICS COUNCIL ROOM	09/30/17	259953	160.00-
ACADEMIC TECHNOLOGIES Sum							160.00-
00001 ADVANCED JANITORIAL SERV	101157 CITY	00173776	16008744	SERVS 9/17 CITY HALL/ENGR	09/30/17	259955	1,925.00-
00001 ADVANCED JANITORIAL SERV	101157 TRAFF	00173776	16008745	SERVS 9/17 TRAFFIC	09/30/17	259955	250.00-
ADVANCED JANITORIAL SERV Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	1010	00173640	16008618	LIGHT BAR REPR U#17596	09/30/17	259957	255.00-
AFFORDABLE EMERGENCY LIG Sum							255.00-
00001 AIRGAS USA LLC (NORDAN S	9067774725	00173002	16008599	WELDING BAY SUPP AIRPT SHOP	09/30/17	259959	307.43-
00001 AIRGAS USA LLC (NORDAN S	9068031907	00173850	16008775	OXYGEN REFILL P/F ACADEMY	09/30/17	259959	96.53-
AIRGAS USA LLC (NORDAN S Sum							403.96-
00001 ALLBRITTON CHAIN SAW & L	52935	00173663	16008628	REPR PTS U#20227 CEMETERY	09/30/17	259960	29.76-
ALLBRITTON CHAIN SAW & L Sum							29.76-
00001 ALWAYS IN STITCHES	2999	00173603	16008520	APPAREL P/F ACDMY STAFF	09/30/17	259961	966.00-
ALWAYS IN STITCHES Sum							966.00-
00001 AMERICAN CONCRETE PRODUC	69129	00173630	16008691	BRICKS/BLOCKS CITY WIDE USE	09/30/17	259962	463.64-
AMERICAN CONCRETE PRODUC Sum							463.64-
00001 ASSA ABLOY ENTRANCE SYST	413626	00172993	16008546	AUTO DOOR REPR TRAIN DEPOT	09/30/17	259965	150.00-
ASSA ABLOY ENTRANCE SYST Sum							150.00-
00001 AT&T	601M26684200	00173612	16008515	INTERACT SOFTWARE SUPPORT	09/30/17	259966	6,790.00-
00001 AT&T	601M26491400	00173612	16008516	INTERACT SOFTWARE SUPPORT	09/30/17	259967	47.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING SEPTEMBER 30, 2017

Page 2
Date - 09/27/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 AT&T	601545491010	02017840	16008540	SERV 9/8-10/7/17 DISPATCH	09/30/17	259968	166.60-
00001 AT&T	601M26940440	00201712	16008541	SERV 9/8-10/7/17 POLICE	09/30/17	259969	76.00-
00001 AT&T	601M81832700	02017839	16008542	MNTHLY SERV 9/17 VARI LOC	09/30/17	259970	13,105.54-
AT&T							
Sum							20,185.14-
00001 AUTO ARMATURE SERVICE IN	09412	00173442	16008499	STARTER U#19293 SHOP	09/30/17	259971	129.95-
00001 AUTO ARMATURE SERVICE IN	09413	00173442	16008500	BATTERIES U#14410 SHOP	09/30/17	259971	285.90-
00001 AUTO ARMATURE SERVICE IN	09414	00173442	16008501	STARTER/BATTERY U#6248 SHOP	09/30/17	259971	405.85-
00001 AUTO ARMATURE SERVICE IN	09407	00173338	16008590	BATTERY U#20428 POLICE	09/30/17	259971	160.95-
00001 AUTO ARMATURE SERVICE IN	09417	00173502	16008591	BATTERY U#16664 POLICE	09/30/17	259971	138.95-
00001 AUTO ARMATURE SERVICE IN	07928	00166276	16008593	BATTERY U#15921 TRAFFIC	09/30/17	259971	144.95-
00001 AUTO ARMATURE SERVICE IN	09422	00173704	16008756	BATTERIES U#16008 CONSTR	09/30/17	259971	428.85-
00001 AUTO ARMATURE SERVICE IN	09423	00173704	16008757	BATTERIES U#14408 CONSTR	09/30/17	259971	285.90-
AUTO ARMATURE SERVICE IN							
Sum							1,981.30-
00001 AUTOMOTIVE GLASS SPECIAL	I218072	00173591	16008592	WINDSHIELD U#13933 FIRE DEPT	09/30/17	259972	125.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							125.00-
00001 BARNEY'S OF LAFAYETTE	00115365-0 F	00172418	16007433	FREIGHT CHG PO#167859	09/30/17	259973	20.00-
00001 BARNEY'S OF LAFAYETTE	764622	00172418	16007439	CREDIT PO#167859	09/30/17	259973	556.90
00001 BARNEY'S OF LAFAYETTE	00116441-0	00173545	16008716	AR-15 MAGAZINES P/F ACADEMY	09/30/17	259973	1,152.00-
BARNEY'S OF LAFAYETTE							
Sum							615.10-
00001 BIG IRON DIESEL REPAIR L	RO2043	00173570	16008672	REPRS U#19947	09/30/17	259976	6,916.00-
00001 BIG IRON DIESEL REPAIR L	RO2045	00173617	16008673	REPRS U#14409	09/30/17	259976	1,791.79-
00001 BIG IRON DIESEL REPAIR L	RO2044	00173617	16008674	REPRS U#16080	09/30/17	259976	392.58-
00001 BIG IRON DIESEL REPAIR L	RO2046	00173617	16008675	REPRS U#14405	09/30/17	259976	617.54-
BIG IRON DIESEL REPAIR L							
Sum							9,717.91-
00001 BODY TECH INC	4750 PO#1732	00173294	16008594	REPRS U#18555	09/30/17	259981	271.99-
BODY TECH INC							
Sum							271.99-
00001 BRACKMAN MOWER WAREHOUSE	34149	00173397	16008470	REPRS U#19294/19280 HEALTH	09/30/17	259983	697.03-
00001 BRACKMAN MOWER WAREHOUSE	34263	00173445	16008509	REPR PTS U#19005 CEMETERY	09/30/17	259983	141.02-
BRACKMAN MOWER WAREHOUSE							
Sum							838.05-
00001 BRYANT, JOYCELYN	TRAV ADVANCE	00173842	16008771	TRAV ADV NCIC CERTIF JACKSON	09/30/17	259985	781.20-
BRYANT, JOYCELYN							
Sum							781.20-
00001 C A L E A INC	REG NORRIS 1	00173684	16008619	REG NORRIS CONF FLORIDA	09/30/17	259987	680.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING SEPTEMBER 30, 2017

Page 3
Date 09/27/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
C A L E A INC							
Sum							680.00-
00001 CANON FINANCIAL SERVICES	17761428	00173749	16008682	COPIER 9/17 PURCHASING DEPT	09/30/17	259990	115.00-
CANON FINANCIAL SERVICES							
Sum							115.00-
00001 CANON SOLUTIONS AMERICA	4023616877	00173750	16008683	COPIER MAINT PURCHASING DEPT	09/30/17	259991	49.55-
CANON SOLUTIONS AMERICA							
Sum							49.55-
00001 CARQUEST AUTO PARTS STOR	14758-96126	00173330	16008407	PTS/SUPP CEMETERY SHOP	09/30/17	259995	99.24-
00001 CARQUEST AUTO PARTS STOR	14758-95957	00173234	16008476	REPR PTS U#17413 STREET	09/30/17	259995	596.21-
00001 CARQUEST AUTO PARTS STOR	14758-96012	00173234	16008477	REPR PTS VARI STREET UNITS	09/30/17	259995	477.36-
00001 CARQUEST AUTO PARTS STOR	14758-96233	00172766	16008502	REPR PTS/SUPP SHOP	09/30/17	259995	65.67-
00001 CARQUEST AUTO PARTS STOR	14758-96234	00172766	16008503	REPR PTS U#14408 DRNGE	09/30/17	259995	62.70-
00001 CARQUEST AUTO PARTS STOR	14758-96235	00172768	16008506	REPR PTS U#17355 SANIT	09/30/17	259995	61.90-
00001 CARQUEST AUTO PARTS STOR	14758-96236	00172768	16008507	REPR PTS U#13048 SANIT	09/30/17	259995	56.36-
00001 CARQUEST AUTO PARTS STOR	14758-96237	00172768	16008508	REPR PTS U#11970 SANIT	09/30/17	259995	1.63-
00001 CARQUEST AUTO PARTS STOR	14758-94936	00172481	16008563	REPR PTS VARI POLICE UNITS	09/30/17	259995	432.53-
00001 CARQUEST AUTO PARTS STOR	14758-96238	00172716	16008564	REPR PTS POLICE STOCK	09/30/17	259995	30.23-
00001 CARQUEST AUTO PARTS STOR	14758-96230	00172810	16008565	REPR PTS U#18323 POLICE	09/30/17	259995	86.54-
00001 CARQUEST AUTO PARTS STOR	14758-96231	00172810	16008566	REPR PTS U#18322 POLICE	09/30/17	259995	86.54-
00001 CARQUEST AUTO PARTS STOR	14758-96232	00172810	16008567	REPR PTS U#18203 POLICE	09/30/17	259995	140.39-
00001 CARQUEST AUTO PARTS STOR	14758-96326	00172918	16008568	REPR PTS VARI POLICE UNITS	09/30/17	259995	1,108.69-
00001 CARQUEST AUTO PARTS STOR	14758-95557	00173004	16008569	REPR PTS VARI POL UNITS/STOCK	09/30/17	259995	1,596.74-
00001 CARQUEST AUTO PARTS STOR	14758-95619	00173075	16008570	REPR PTS POLICE STOCK	09/30/17	259995	177.52-
00001 CARQUEST AUTO PARTS STOR	14758-96246	00173410	16008692	STOCK SUPPLIES FOR SHOP	09/30/17	259995	198.30-
00001 CARQUEST AUTO PARTS STOR	14758-96826	00173737	16008695	TIRE MACHINE AIR VALVE	09/30/17	259995	300.02-
00001 CARQUEST AUTO PARTS STOR	14758-96252	00173415	16008696	REPR PTS U#20503 SANIT	09/30/17	259995	48.04-
00001 CARQUEST AUTO PARTS STOR	14758-96255	00173415	16008697	REPR PTS U#16237 SANIT	09/30/17	259995	95.93-
00001 CARQUEST AUTO PARTS STOR	14758-96254	00173415	16008698	REPR PTS U#11970 SANIT	09/30/17	259995	117.36-
00001 CARQUEST AUTO PARTS STOR	14758-96250	00173425	16008699	REPR PTS U#14408 SANIT	09/30/17	259995	68.86-
00001 CARQUEST AUTO PARTS STOR	14758-96251	00173425	16008700	REPR PTS U#14408/11970 SANIT	09/30/17	259995	284.57-
00001 CARQUEST AUTO PARTS STOR	14758-96749	00173691	16008703	REPR PTS U#11965 CEMETERY	09/30/17	259995	20.88-
00001 CARQUEST AUTO PARTS STOR	14758-96842	00173699	16008755	WENDSHIELD WASH SHOP	09/30/17	259995	35.82-
00001 CARQUEST AUTO PARTS STOR	14758-96785	00173694	16008758	REPRS PTS U#14714 CONSTR	09/30/17	259995	287.38-
CARQUEST AUTO PARTS STOR							
Sum							6,537.41-
00001 CENTER FOR GOVERNMENT AN	REG C EVERET	00173558	16008459	REG C EVERETT/L MCDANIEL	09/18/17	112154	400.00-
00001 CENTER FOR GOVERNMENT AN	REG C EVERET	00173558	16008459	REG C EVERETT/L MCDANIEL	09/18/17	112154	400.00-
00001 CENTER FOR GOVERNMENT AN	REG BEECH 10	00173496	16008412	REG BEECH CMC PROGRAM HBURG	09/30/17	259996	200.00-
00001 CENTER FOR GOVERNMENT AN	REG ANN JONE	00173468	16008413	REG JONES CMC CLASS HBURG	09/30/17	259997	200.00-
00001 CENTER FOR GOVERNMENT AN	REG EVERETT	00173642	16008580	REG EVERETT CERTIF SESSION	09/30/17	259998	200.00-
00001 CENTER FOR GOVERNMENT AN	REG MCDANIEL	00173642	16008581	REG MCDANIEL CERTIF SESSION	09/30/17	259999	200.00-
CENTER FOR GOVERNMENT AN							
Sum							800.00-
00001 CERTIFIED LABORATORIES	2830546	00172537	16008627	CHEMICALS SANIT DUMPSTERS	09/30/17	260001	525.50-
00001 CERTIFIED LABORATORIES	2867081	00173382	16008688	SYNTHETIC OIL POLICE SHOP	09/30/17	260001	1,086.25-
CERTIFIED LABORATORIES							

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Sum							1,611.75-
00001 CINTAS CORPORATION #J66	J66555282	00173469	16008419	MATS 9/11 TRAFFIC	09/30/17	260007	7.90-
00001 CINTAS CORPORATION #J66	J66555281	00173469	16008420	MOP/MAT 9/11 GO&FS	09/30/17	260007	24.04-
00001 CINTAS CORPORATION #J66	J66555279	00173469	16008421	MOP/MAT 9/11 SANIT	09/30/17	260007	24.96-
00001 CINTAS CORPORATION #J66	J66555280	00173470	16008444	UNIFORMS 9/11 TRAFFIC	09/30/17	260007	40.25-
00001 CINTAS CORPORATION #J66	J66555280	00173470	16008445	UNIFORMS 9/11 PUBLIC WORKS	09/30/17	260007	60.63-
00001 CINTAS CORPORATION #J66	J66555280	00173470	16008446	UNIFORMS 9/11 PUBLIC WORKS	09/30/17	260007	10.00-
00001 CINTAS CORPORATION #J66	J66555280	00173470	16008447	UNIFORMS 9/11 PUBLIC WORKS	09/30/17	260007	30.44-
00001 CINTAS CORPORATION #J66	J66555280	00173470	16008448	UNIFORMS 9/11 CONSTR	09/30/17	260007	77.83-
00001 CINTAS CORPORATION #J66	J66555280	00173470	16008449	UNIFORMS 9/11 SANIT	09/30/17	260007	183.20-
00001 CINTAS CORPORATION #J66	J66555280	00173470	16008450	UNIFORMS 9/11 HEALTH	09/30/17	260007	166.02-
00001 CINTAS CORPORATION #J66	J66555280	00173470	16008451	UNIFORMS 9/11 AIRPORT	09/30/17	260007	61.00-
00001 CINTAS CORPORATION #J66	J66556055	00173622	16008524	UNIFORMS 9/18 TRAFFIC	09/30/17	260007	86.63-
00001 CINTAS CORPORATION #J66	J66556055	00173622	16008525	UNIFORMS 9/18 PUBLIC WORKS	09/30/17	260007	67.44-
00001 CINTAS CORPORATION #J66	J66556055	00173622	16008526	UNIFORMS 9/18 PUBLIC WORKS	09/30/17	260007	10.00-
00001 CINTAS CORPORATION #J66	J66556055	00173622	16008527	UNIFORMS 9/18 PUBLIC WORKS	09/30/17	260007	30.44-
00001 CINTAS CORPORATION #J66	J66556055	00173622	16008528	UNIFORMS 9/18 CONSTR	09/30/17	260007	77.83-
00001 CINTAS CORPORATION #J66	J66556055	00173622	16008529	UNIFORMS 9/18 SANIT	09/30/17	260007	176.20-
00001 CINTAS CORPORATION #J66	J66556055	00173622	16008530	UNIFORMS 9/18 HEALTH	09/30/17	260007	159.02-
00001 CINTAS CORPORATION #J66	J66556055	00173622	16008531	UNIFORMS 9/18 AIRPORT	09/30/17	260007	61.00-
00001 CINTAS CORPORATION #J66	J66556057	00173623	16008532	MATS 9/18 TRAFFIC	09/30/17	260007	7.90-
00001 CINTAS CORPORATION #J66	J66556056	00173623	16008533	MOP/MAT 9/18 GO&FS	09/30/17	260007	24.04-
00001 CINTAS CORPORATION #J66	J66556054	00173623	16008534	MOP/MAT 9/18 SANIT	09/30/17	260007	24.96-
00001 CINTAS CORPORATION #J66	J66556827	00173825	16008725	UNIFORMS 9/25 TRAFFIC	09/30/17	260007	84.92-
00001 CINTAS CORPORATION #J66	J66556827	00173825	16008726	UNIFORMS 9/25 PUBLIC WORKS	09/30/17	260007	70.88-
00001 CINTAS CORPORATION #J66	J66556827	00173825	16008727	UNIFORMS 9/25 PUBLIC WORKS	09/30/17	260007	30.44-
00001 CINTAS CORPORATION #J66	J66556827	00173825	16008728	UNIFORMS 9/25 PUBLIC WORKS	09/30/17	260007	10.00-
00001 CINTAS CORPORATION #J66	J66556827	00173825	16008729	UNIFORMS 9/25 GO&FS	09/30/17	260007	159.02-
00001 CINTAS CORPORATION #J66	J66556827	00173825	16008730	UNIFORMS 9/25 CONSTR	09/30/17	260007	77.83-
00001 CINTAS CORPORATION #J66	J66556827	00173825	16008731	UNIFORMS 9/25 SANIT	09/30/17	260007	189.82-
00001 CINTAS CORPORATION #J66	J66556827	00173825	16008732	UNIFORMS 9/25 AIRPORT	09/30/17	260007	55.97-
00001 CINTAS CORPORATION #J66	J66556829	00173811	16008733	MATS 9/25 TRAFFIC	09/30/17	260007	7.90-
00001 CINTAS CORPORATION #J66	J66556828	00173811	16008734	MOP/MAT 9/25 GO&FS	09/30/17	260007	24.04-
00001 CINTAS CORPORATION #J66	J66556826	00173811	16008735	MOP/MAT 9/25 SANIT	09/30/17	260007	24.96-
CINTAS CORPORATION #J66							2,147.51-
Sum							
00001 CITY OF HATTIESBURG FUND TRF 3RD 9/17	02017861	16008712	TRF 3RD 9/17	PAYROLL	09/27/17	112168	1,083,240.77-
CITY OF HATTIESBURG FUND							1,083,240.77-
Sum							
00001 CLEMTS HARDWARE	118881	00173467	16008554	ALUM GRABBERS SHOP	09/30/17	260010	219.80-
CLEMTS HARDWARE							219.80-
Sum							
00001 COMCAST CABLEVISION OF H	095777459960	00173778	16008720	CABLE SERV 9/17 CITY HALL	09/30/17	260012	126.02-
COMCAST CABLEVISION OF H							126.02-
Sum							
00001 COMSOUTH	1875848	00173383	16008435	RADIO BATTERIES CEMETERY	09/30/17	260014	396.00-
COMSOUTH							

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Sum							396.00-
00001 COPY CATS PRINTING	406540	00171797	16008588	INCIDENT FORMS RISK MGMT	09/30/17	260015	58.00-
COPY CATS PRINTING							58.00-
Sum							58.00-
00001 COURTESY MOTORS INC	466409	00172960	16008504	REPR PTS U#16237 SANIT	09/30/17	260016	51.79-
00001 COURTESY MOTORS INC	466403	00172958	16008598	REPR PTS U#11037 SANIT	09/30/17	260016	3,595.00-
COURTESY MOTORS INC							3,646.79-
Sum							3,646.79-
00001 CRAIN TRACTOR & EQUIPMEN	RO71100	00171611	16008595	LABOR TO CHECK U#15516	09/30/17	260017	160.00-
CRAIN TRACTOR & EQUIPMEN							160.00-
Sum							160.00-
00001 D J SHUTTLE & TOUR SERVI	2227	00167632	16008586	MYLC 2/8/17 MS CAPITOL TOUR	09/30/17	260020	900.00-
D J SHUTTLE & TOUR SERVI							900.00-
Sum							900.00-
00001 D P S CRIME LAB	90063136	00173672	16008582	ANALYTICAL FEES POLICE DEPT	09/30/17	260022	1,680.00-
D P S CRIME LAB							1,680.00-
Sum							1,680.00-
00001 DAKTECH COMPUTERS	INV0332001	00173394	16008648	COMPUTERS/MONITORS GIS DEPT	09/30/17	260023	5,476.00-
DAKTECH COMPUTERS							5,476.00-
Sum							5,476.00-
00001 DELTA FOREMOST CHEMICAL	117674	00173641	16008714	CHEMICALS FOR POLICE SHOP	09/30/17	260024	586.00-
DELTA FOREMOST CHEMICAL							586.00-
Sum							586.00-
00001 DENSON OIL COMPANY INC	107435	00173577	16008585	DIESEL FOR FUEL STATION	09/30/17	260025	10,433.21-
DENSON OIL COMPANY INC							10,433.21-
Sum							10,433.21-
00001 DEWS, C L & SONS FOUNDRY	171543	00173399	16008555	PIPE FOR WELDING MACHINE	09/30/17	260027	684.00-
DEWS, C L & SONS FOUNDRY							684.00-
Sum							684.00-
00001 ECONOMY SUPPLY CO	280788	00173335	16008474	POSTHOLE DIGGER TRAFFIC DEPT	09/30/17	260031	44.95-
00001 ECONOMY SUPPLY CO	280595	00172315	16008478	SHEETROCK ENGR DEPT	09/30/17	260031	252.25-
00001 ECONOMY SUPPLY CO	281355	00173565	16008553	DEADBOLT TRAFFIC DEPT	09/30/17	260031	31.50-
00001 ECONOMY SUPPLY CO	281625	00173599	16008556	BLDG SUPP UNETTA ST DRAINAGE	09/30/17	260031	360.10-
00001 ECONOMY SUPPLY CO	281255	00173604	16008559	BLDG MATLS AIRPORT	09/30/17	260031	19.95-
00001 ECONOMY SUPPLY CO	281356	00173555	16008560	ROOF COATING FOR AIRPORT	09/30/17	260031	158.00-
00001 ECONOMY SUPPLY CO	281738	00173650	16008597	CAULK GUNS CONSTR DEPT	09/30/17	260031	17.50-
00001 ECONOMY SUPPLY CO	281678	00173660	16008676	PAINTERS TAPE ENGR DEPT	09/30/17	260031	35.80-

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ECONOMY SUPPLY CO Sum							920.05-
00001 EG SYSTEMS INC	13963	00166901	16008632	2016 W2 SOFTWARE HUMAN RES	09/30/17	260032	119.00-
EG SYSTEMS INC Sum							119.00-
00001 EMERGENCY EQUIPMENT PROF	429552	00172957	16008398	SCBA BOTTLES P/F ACADEMY	09/30/17	260034	3,000.00-
00001 EMERGENCY EQUIPMENT PROF	429603	00173388	16008549	REPR PTS U#18098 FIRE DEPT	09/30/17	260034	122.86-
EMERGENCY EQUIPMENT PROF Sum							3,122.86-
00001 EMERGENCY MEDICAL PRODUC	1917681	00171422	16008400	MEDICAL SUPP FIRE DEPT	09/30/17	260035	1,734.76-
EMERGENCY MEDICAL PRODUC Sum							1,734.76-
00001 EMPIRE TRUCK SALES (H'BU	CE006127006:	00173182	16008425	REPR PTS U#19755 SANIT	09/30/17	260036	191.01-
00001 EMPIRE TRUCK SALES (H'BU	CE006127229:	00173476	16008426	REPR PTS VARI SANIT UNITS	09/30/17	260036	416.04-
00001 EMPIRE TRUCK SALES (H'BU	CE006126429:	00172814	16008469	REPR PTS U#20071 ST CLEAN	09/30/17	260036	62.97-
00001 EMPIRE TRUCK SALES (H'BU	CE006127418:	00173632	16008701	REPR PTS U#20090 SANIT	09/30/17	260036	1,158.72-
00001 EMPIRE TRUCK SALES (H'BU	CE006127744:	00173761	16008779	REPR PTS U#20072/20074	09/30/17	260036	1,158.72-
EMPIRE TRUCK SALES (H'BU Sum							2,987.46-
00001 ENVIRONMENTAL SAFETY & I	2226	00173544	16008746	HAZ MAT SUITS P/F ACADEMY	09/30/17	260037	1,113.00-
ENVIRONMENTAL SAFETY & I Sum							1,113.00-
00001 EQUIFAX INFORMATION SERV	4465811	00173687	16008614	ONLINE INVESTIGATION	09/30/17	260038	91.16-
EQUIFAX INFORMATION SERV Sum							91.16-
00001 EXPRESS PRESS	33861	00172853	16008589	CLOTH ALLOW CHIEF PARKER	09/30/17	260042	134.00-
EXPRESS PRESS Sum							134.00-
00001 FASTENAL COMPANY	MSHAT202538	00172852	16008402	A/C INVERTER U#252 TRAFFIC	09/30/17	260044	156.67-
00001 FASTENAL COMPANY	MSHAT202865	00173563	16008669	BACK SUPPORTS FOR P/W CREWS	09/30/17	260044	66.36-
FASTENAL COMPANY Sum							223.03-
00001 FUELMAN OF MS	BG127044 NP5	00173824	16008722	FUEL CHGS 9/11-17/17 POLICE	09/30/17	260049	27.19-
FUELMAN OF MS Sum							27.19-
00001 FV RECYCLING	2017-54188	00173510	16008431	RECYCLE FEES 9/17 SANIT	09/30/17	260051	54.25-
00001 FV RECYCLING	2017-54187	00173510	16008432	RECYCLE FEES 9/17 SANIT	09/30/17	260051	48.50-
00001 FV RECYCLING	2017-54237	00173624	16008536	RECYCLE FEES 9/17 SANIT	09/30/17	260051	16.75-

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00001 FV RECYCLING	2017-54245	00173624	16008537	RECYCLE FEES 9/17 SANIT	09/30/17	260051	72.75-
00001 FV RECYCLING	2017-54325	00173813	16008739	RECYCLE FEES 9/17 SANIT	09/30/17	260051	37.50-
00001 FV RECYCLING	2017-54002	00173813	16008740	RECYCLE FEES 8/17 SANIT	09/30/17	260051	14.75-
00001 FV RECYCLING	2017-54346	00173813	16008741	RECYCLE FEES 9/17 SANIT	09/30/17	260051	84.00-
00001 FV RECYCLING	2017-54345	00173813	16008742	RECYCLE FEES 9/17 SANIT	09/30/17	260051	17.25-
FV RECYCLING Sum							345.75-
00001 GALL'S LLC	008219729	00172798	16008471	CRIME SCENE BARRIER TAPE	09/30/17	260052	214.85-
00001 GALL'S LLC	008173193	00172893	16008666	HAND TOOLS P/F ACADEMY	09/30/17	260052	191.76-
00001 GALL'S LLC	008316441	00172893	16008667	HAND TOOLS P/F ACADEMY	09/30/17	260052	767.13-
GALL'S LLC Sum							1,173.74-
00001 GARNER LUMLEY ELECTRIC S	541502	00172355	16008475	ELEC SUPP CONSTR DEPT	09/30/17	260054	576.14-
00001 GARNER LUMLEY ELECTRIC S	541442	00173333	16008480	ELEC SUPP CONSTR DEPT	09/30/17	260054	45.83-
GARNER LUMLEY ELECTRIC S Sum							621.97-
00001 GIBSON, EVERETT (REFUNDS DAMAGE DEP R	02017849	16008711	DAMAGE DEPOSIT REFUND	09/30/17	260055	100.00-	
GIBSON, EVERETT (REFUNDS Sum							100.00-
00001 GILLILANDS ELECTRONICS S	64829	00173665	16008575	PHONE RENT 8/17 MUN COURT	09/30/17	260057	261.99-
00001 GILLILANDS ELECTRONICS S	64635	00173667	16008576	PHONE RENT 7/17 MUN COURT	09/30/17	260057	261.99-
00001 GILLILANDS ELECTRONICS S	64811	00173686	16008616	MNTHLY PHONE RENT	09/30/17	260057	884.99-
00001 GILLILANDS ELECTRONICS S	64619	00173686	16008617	MNTHLY PHONE RENT	09/30/17	260057	884.99-
00001 GILLILANDS ELECTRONICS S	65047	00173731	16008637	PHONE RENT 9/17 MUN COURT	09/30/17	260057	261.99-
00001 GILLILANDS ELECTRONICS S	65013	00173735	16008639	ALARM 10/17-10/18 INFO TECH	09/30/17	260057	900.00-
00001 GILLILANDS ELECTRONICS S	65015	00173768	16008684	ALARM 10/17-10/18 TAX DEPT	09/30/17	260057	540.00-
GILLILANDS ELECTRONICS S Sum							3,995.95-
00001 GLADDEN LAW OFFICE PLLC	0152	00173742	16008687	LEGAL FEES 9/17	09/30/17	260058	3,650.25-
GLADDEN LAW OFFICE PLLC Sum							3,650.25-
00001 GLOBAL EQUIPMENT COMPANY	111511784	00172939	16008522	LOCKING STORAGE CABINET	09/30/17	260059	110.56-
GLOBAL EQUIPMENT COMPANY Sum							110.56-
00001 GOV CONNECTION INC	55159494	00173440	16008661	APPLE IMAC ADM DEPT	09/30/17	260061	783.33-
00001 GOV CONNECTION INC	55163608	00173440	16008662	GOVT VIP CCT ADOBE ADM DEPT	09/30/17	260061	749.55-
GOV CONNECTION INC Sum							1,532.88-
00001 H.I.T.S.	REG STUART 1	00173853	16008776	REG STUART CLASS 10/16/17	09/30/17	260068	250.00-
00001 H.I.T.S.	REG SMITH 10	00173853	16008777	REG SMITH CLASS 10/16/17	09/30/17	260068	250.00-
00001 H.I.T.S.	REG ROBINSON	00173853	16008778	REG ROBINSON CLASS 10/16/17	09/30/17	260068	250.00-

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H.I.T.S. Sum							750.00-
00001 HANCOCK BANK TRUST & FIN	9/21/17 DUE	02017843	16008610	MDB 2001 BONDS 12/22/08	09/22/17	112160	2,159.60-
HANCOCK BANK TRUST & FIN Sum							2,159.60-
00001 HATTIESBURG HYDRAULICS I	70970	00173325	16008406	REPR PTS U#16010 CEMETERY	09/30/17	260073	29.54-
00001 HATTIESBURG HYDRAULICS I	71032	00173419	16008452	REPR PTS U#18907 SANIT	09/30/17	260073	146.35-
00001 HATTIESBURG HYDRAULICS I	71033	00173419	16008453	REPR PTS U#14408 SANIT	09/30/17	260073	192.70-
00001 HATTIESBURG HYDRAULICS I	71049	00173433	16008455	REPR PTS U#13982 ST CLEAN	09/30/17	260073	118.97-
00001 HATTIESBURG HYDRAULICS I	71030	00173433	16008456	REPR PTS U#14408 ST CLEAN	09/30/17	260073	266.14-
00001 HATTIESBURG HYDRAULICS I	71031	00173433	16008457	REPR PTS U#20070 ST CLEAN	09/30/17	260073	191.42-
00001 HATTIESBURG HYDRAULICS I	70816	00172962	16008494	REPR PTS U#20070	09/30/17	260073	185.84-
00001 HATTIESBURG HYDRAULICS I	70818	00172962	16008495	REPR PTS U#20093	09/30/17	260073	47.19-
00001 HATTIESBURG HYDRAULICS I	70819	00172962	16008496	REPR PTS U#19677 AIRPORT	09/30/17	260073	117.89-
00001 HATTIESBURG HYDRAULICS I	70817	00172962	16008497	REPR PTS U#14406 AIRPORT	09/30/17	260073	169.85-
00001 HATTIESBURG HYDRAULICS I	71099	00173533	16008562	REPRS U#18602 CEMETERY	09/30/17	260073	177.66-
00001 HATTIESBURG HYDRAULICS I	71224	00173701	16008750	REPR PTS U#20093	09/30/17	260073	364.11-
00001 HATTIESBURG HYDRAULICS I	71217	00173741	16008754	REPRS U#15776 SHOP	09/30/17	260073	183.94-
00001 HATTIESBURG HYDRAULICS I	71214	00173696	16008761	REPR PTS U#20093 SANIT	09/30/17	260073	77.55-
HATTIESBURG HYDRAULICS I Sum							2,269.15-
00001 HAVARD PEST CONTROL INC	1188397	00173355	16008517	RODENT BAIT SRVS CITY HALL	09/30/17	260074	230.00-
00001 HAVARD PEST CONTROL INC	1188398	00173802	16008721	RODENT MONITORING CITY HALL	09/30/17	260074	45.00-
HAVARD PEST CONTROL INC Sum							275.00-
00001 HD SUPPLY FACILITIES MAI	9157162748	00172921	16008764	PLASTIC BAGS-PARKING TICKETS	09/30/17	260075	69.98-
HD SUPPLY FACILITIES MAI Sum							69.98-
00001 HEALTHWORKS LLC	DRUG SCREEN	00173539	16008438	POST ACCIDENT DRUG SCREEN	09/30/17	260076	74.00-
HEALTHWORKS LLC Sum							74.00-
00001 HEAVYQUIP	131703-01	00173011	16008558	REPR PTS U#13802 CONSTR	09/30/17	260077	1,190.00-
HEAVYQUIP Sum							1,190.00-
00001 HOL-MAC CORPORATION	342364	00173349	16008702	REPR PTS U#16081 HEALTH	09/30/17	260078	2,247.06-
HOL-MAC CORPORATION Sum							2,247.06-
00001 HOME DEPOT	2972611	00172929	16008604	LARGE COVERALLS/BOOTS POLICE	09/30/17	260079	88.16-
HOME DEPOT Sum							88.16-

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00001 IMAGETREND	106980 (A)	00171015	16008747	DOC/SOFTWARE INTERGRATIOIN	09/30/17	260081	6,500.00-
00001 IMAGETREND	106980 (B)	00171609	16008748	FIREBRIDGE CAD ANNUAL SUPPORT	09/30/17	260081	1,750.00-
IMAGETREND Sum							8,250.00-
00001 INDOFF INC	3006912	00173202	16008479	WIRELESS KEYBOARD GO&FS	09/30/17	260083	97.99-
00001 INDOFF INC	2996480	00172530	16008490	OFFICE SUPP TRAFFIC DEPT	09/30/17	260083	218.74-
00001 INDOFF INC	3001155	00172530	16008491	OFFICE SUPP TRAFFIC DEPT	09/30/17	260083	25.26-
00001 INDOFF INC	3001815	00172530	16008492	OFFICE SUPP TRAFFIC DEPT	09/30/17	260083	148.72-
00001 INDOFF INC	3009198	00173389	16008653	COMMUNITY AWARD SUPP	09/30/17	260083	203.03-
00001 INDOFF INC	2984852 & 78	00171855	16008718	OFFICE/JANIT SUPP PUB WORKS	09/30/17	260083	1,296.96-
INDOFF INC Sum							1,990.70-
00001 INTERFACE SECURITY SYSTE	18849004	00173759	16008704	SECURITY 10/17 HIGHLAND CEM	09/30/17	260085	33.02-
00001 INTERFACE SECURITY SYSTE	18857073	00173759	16008705	SECURITY 10/17 SOUTH HILL CEM	09/30/17	260085	29.95-
INTERFACE SECURITY SYSTE Sum							62.97-
00001 INTL INSTITUTE OF MUNICI	CERTIF FEES	00173762	16008679	CMC APPL FEE/PLAQUE L LUU	09/30/17	260086	115.00-
INTL INSTITUTE OF MUNICI Sum							115.00-
00001 JOHNNY'S WRECKER SERVICE	32949	00173525	16008454	TOWING U#14403 SANIT	09/30/17	260091	250.00-
JOHNNY'S WRECKER SERVICE Sum							250.00-
00001 JUST PROMOS USA	2170904	00173095	16008544	CIT SOUVENIRS FOR NEIGHBORHDS	09/30/17	260095	2,650.00-
JUST PROMOS USA Sum							2,650.00-
00001 KING PHOTOGRAPHY	12842	00173685	16008615	STAFF PHOTO CAPT MCLEMORE	09/30/17	260097	96.30-
KING PHOTOGRAPHY Sum							96.30-
00001 L E A DATA TECHNOLOGIES	07-0198-07	00173536	16008442	SOFTWARE UPDATE P/F ACADEMY	09/30/17	260099	100.00-
L E A DATA TECHNOLOGIES Sum							100.00-
00001 LANCASTER'S MACHINE & WE	23293	00173765	16008763	WELD REPR U#18602 BUCKET TRK	09/30/17	260100	30.00-
LANCASTER'S MACHINE & WE Sum							30.00-
00001 LARRY'S WRECKER SERVICE	3624	00173490	16008416	TOWING U#18319 POLICE	09/30/17	260101	55.00-
00001 LARRY'S WRECKER SERVICE	0000013	00173638	16008518	TOWING U#18322 POLICE	09/30/17	260101	55.00-
00001 LARRY'S WRECKER SERVICE	3691	00173638	16008519	TOWING U#18331 POLICE	09/30/17	260101	55.00-
00001 LARRY'S WRECKER SERVICE	3644	00173803	16008736	TOWING U#9609	09/30/17	260101	65.00-
00001 LARRY'S WRECKER SERVICE	3706	00173804	16008738	TOWING U#10690 CONSTR	09/30/17	260101	65.00-

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00001 NORTHERN TOOL & EQUIP CO	111083	00173380	16008561	PRESSURE WASHER CEMETERY	09/30/17	260137	319.99-
NORTHERN TOOL & EQUIP CO Sum							319.99-
00001 NRS	589209	00172816	16008521	RESCUE LIFE JACKETS	09/30/17	260138	1,953.54-
NRS Sum							1,953.54-
00001 O'REILLY AUTO PARTS	1297-139526	00168696	16008397	REPR PTS U#16576 POLICE	09/30/17	260139	50.27-
O'REILLY AUTO PARTS Sum							50.27-
00001 OFFICE DEPOT INC	2108967341	00173240	16008460	CASH DRAWERS FOR COURT	09/30/17	260141	287.98-
00001 OFFICE DEPOT INC	2110141321	00173324	16008461	OFFICE SUPP ACCTG DEPT	09/30/17	260141	103.98-
00001 OFFICE DEPOT INC	960713090001	00173151	16008463	PLOTTER PRINTER PAPER	09/30/17	260141	149.97-
00001 OFFICE DEPOT INC	2110092375	00173336	16008464	OFFICE SUPP P/F ACADEMY	09/30/17	260141	155.22-
00001 OFFICE DEPOT INC	2108094818	00173115	16008465	WORK PLANNER FIRE CHIEF	09/30/17	260141	59.99-
00001 OFFICE DEPOT INC	960551511001	00173128	16008466	OFFICE CHAIN/SUPP ENGR DEPT	09/30/17	260141	406.10-
00001 OFFICE DEPOT INC	960551512001	00173128	16008467	OFFICE CHAIR/SUPP ENGR DEPT	09/30/17	260141	491.48-
00001 OFFICE DEPOT INC	960551513001	00173128	16008468	OFFICE SUPP ENGR DEPT	09/30/17	260141	21.98-
00001 OFFICE DEPOT INC	949179157001	00171985	16008473	OFFICE CHAIR #2 FIRE TORNADO	09/30/17	260141	99.99-
00001 OFFICE DEPOT INC	2110513034	00173356	16008664	COMPUTER MONITORS P/F ACDMY	09/30/17	260141	799.95-
00001 OFFICE DEPOT INC	2110513038	00173379	16008689	CLASSROOM MONITOR P/F ACDMY	09/30/17	260141	159.99-
00001 OFFICE DEPOT INC	960364085001	00173098	16008743	OFFICE CHAIR NBRHD COORDINATR	09/30/17	260141	224.99-
OFFICE DEPOT INC Sum							2,961.62-
00001 OFFICE PRODUCTS PLUS	805851-0	00173235	16008587	PRINTER/SCANNER PURCH DEPT	09/30/17	260142	362.12-
00001 OFFICE PRODUCTS PLUS	806823-0	00173608	16008606	COFFEE TABLE/SECTIONAL ACDMY	09/30/17	260142	347.63-
00001 OFFICE PRODUCTS PLUS	806860-0	00173627	16008612	PAPER/OFFICE SUPP POLICE DEPT	09/30/17	260142	503.22-
00001 OFFICE PRODUCTS PLUS	806129-0	00173367	16008770	PORT HARD DRIVES DETECTIVES	09/30/17	260142	531.96-
OFFICE PRODUCTS PLUS Sum							1,744.93-
00001 OVERHEAD DOOR CO OF HBUR	82645(B)	00173229	16008548	ADDL AMT DUE PO#173187	09/30/17	260143	206.50-
00001 OVERHEAD DOOR CO OF HBUR	82645(A)	00173187	16008551	BAY DOOR REPR #6 FIRE STA	09/30/17	260143	472.00-
OVERHEAD DOOR CO OF HBUR Sum							678.50-
00001 PALM PROPERTY DEVELOPMEN	MB #2014/198	02017793	16008511	DL RENEWAL STATION LEAST PYMT	09/20/17	112155	1,100.00-
00001 PALM PROPERTY DEVELOPMEN	MB #2014/198	02017794	16008512	DL RENEWAL STATION LEAST PYMT	09/20/17	112156	1,100.00-
PALM PROPERTY DEVELOPMEN Sum							2,200.00-
00001 PARKER, ANTHONY	TRAV ADVANCE	00173717	16008643	TRAV ADV CRIME STOPPER CONF	09/30/17	260146	465.97-
PARKER, ANTHONY Sum							465.97-
00001 PEARL RIVER VALLEY EPA (	9/17 GENERAL	00201724	16008709	MNTHLY 9/17 PUBLIC SERVICES	09/30/17	260149	1,368.60-

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PEARL RIVER VALLEY EPA (							1,368.60-
Sum							
00001 PINE BELT MENTAL HEALTHC	8/17 JAIL DI	00173576	16008481	JAIL DIV GRANT 8/17	09/30/17	260152	3,317.23-
PINE BELT MENTAL HEALTHC							3,317.23-
Sum							
00001 PINE BELT OIL COMPANY IN	POLICE 8/1-8	00173569	16008485	REMOTE SITE FUEL CHGS 8/17	09/30/17	260153	704.29-
00001 PINE BELT OIL COMPANY IN	FIRE 8/1-8/3	00173569	16008486	REMOTE SITE FUEL CHGS 8/17	09/30/17	260153	1,378.18-
00001 PINE BELT OIL COMPANY IN	1033979	00173550	16008505	REPRS TO FUELING STATION	09/30/17	260153	42.40-
00001 PINE BELT OIL COMPANY IN	1148364	00173167	16008513	GAS/DIESEL AIRPORT TANKS	09/30/17	260153	5,615.65-
00001 PINE BELT OIL COMPANY IN	10482771	00173301	16008543	GAS/DIESEL FOR FUEL STATION	09/30/17	260153	17,091.68-
00001 PINE BELT OIL COMPANY IN	1557136	00173707	16008640	FUEL CHG 8/29 POLICE	09/30/17	260153	20.00-
00001 PINE BELT OIL COMPANY IN	1557142	00173707	16008641	FUEL CHG 8/29 POLICE	09/30/17	260153	23.00-
00001 PINE BELT OIL COMPANY IN	1557145	00173707	16008642	FUEL CHG 8/29 POLICE	09/30/17	260153	24.00-
00001 PINE BELT OIL COMPANY IN	10513421	00173575	16008657	GAS FOR FUEL STATION	09/30/17	260153	13,904.61-
PINE BELT OIL COMPANY IN							38,803.81-
Sum							
00001 POWELL CONSTRUCTION SERV	1110	00173494	16008443	INSTALL SENSORS GRAVEL PIT RD	09/30/17	260157	2,862.00-
POWELL CONSTRUCTION SERV							2,862.00-
Sum							
00001 POWER PLUS INC	58607	00172835	16008408	WEEDEATER REPR PTS	09/30/17	260159	578.70-
POWER PLUS INC							578.70-
Sum							
00001 PUCKETT MACHINERY COMPAN	P05C5631452	00173635	16008690	HYD OIL U#20093	09/30/17	260160	465.85-
PUCKETT MACHINERY COMPAN							465.85-
Sum							
00001 PUCKETT RENTS	618755	00173396	16008601	REPR EXCAVATOR TRACKS U#18337	09/30/17	260161	3,398.96-
00001 PUCKETT RENTS	620001	00173666	16008677	HOOD HINGE FOR MINI EXCAVATOR	09/30/17	260161	88.08-
00001 PUCKETT RENTS	WOHB5272917	00173769	16008751	LABOR CHG U#8258	09/30/17	260161	470.11-
PUCKETT RENTS							3,957.15-
Sum							
00001 RAYNER, JACK	090142017	00173537	16008440	POLYGRAPHS CORY/BLACKMON	09/30/17	260163	300.00-
RAYNER, JACK							300.00-
Sum							
00001 RICOH CORP	5050063699	00173491	16008414	PRODUCTION PRINTER CHARGES	09/30/17	260164	113.11-
00001 RICOH CORP	1072038211	00173104	16008415	PRINTER TONER INFO TECH	09/30/17	260164	1,189.84-
00001 RICOH CORP	23440015	00173841	16008773	COPIER 10/17 LAND CODE	09/30/17	260164	110.00-
RICOH CORP							1,412.95-
Sum							
00001 RJ YOUNG COMPANY	INV2054266	00173471	16008437	COPIER 8/6-9/5/17 PLANNING	09/30/17	260165	369.00-

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00001 RJ YOUNG COMPANY	INV2067999	00173670	16008577	COPIER 8/14-9/13 CITY CLERK	09/30/17	260165	298.00-
00001 RJ YOUNG COMPANY	INV2068000	00173644	16008583	COPIER 8/14-9/13 ENGR DEPT	09/30/17	260165	318.00-
00001 RJ YOUNG COMPANY	INV2030679	00173732	16008638	COPIER 7/24-8/23 MUN COURT	09/30/17	260165	168.00-
00001 RJ YOUNG COMPANY	INV2032685	00173757	16008680	COPIER 7/25-8/24 MUN COURT	09/30/17	260165	335.00-
00001 RJ YOUNG COMPANY	INV2074515	00173844	16008766	COPIER 8/16-9/15 MPO DEPT	09/30/17	260165	174.00-
RJ YOUNG COMPANY Sum							1,662.00-
00001 ROAD SAFE	65987	00173225	16008401	TRAFFIC CONTROL EQUIPMENT	09/30/17	260167	6,959.50-
ROAD SAFE Sum							6,959.50-
00001 ROGERS, KEVIN & ASSOCIAT	TITLE OPINIO	00173819	16008723	TITLE OPINION 603 E PINE ST	09/30/17	260168	250.00-
ROGERS, KEVIN & ASSOCIAT Sum							250.00-
00001 ROTO-ROOTER	HAC619006	00173605	16008535	REPRS 29 ACADEMY DR	09/30/17	260169	400.72-
ROTO-ROOTER Sum							400.72-
00001 SACKS OUTDOOR SUPPLY	PO#173708 9/	00173708	16008649	BOOTS ANDREW REID POLICE	09/30/17	260171	119.00-
SACKS OUTDOOR SUPPLY Sum							119.00-
00001 SANSOM EQUIPMENT CO	52236	00173447	16008427	REPR PTS U#20067 SANIT	09/30/17	260173	160.20-
00001 SANSOM EQUIPMENT CO	52126	00172825	16008693	REPR PTS U#18907	09/30/17	260173	652.45-
SANSOM EQUIPMENT CO Sum							812.65-
00001 SCOTTS HYDRAULIC SERVICE	30786	00173820	16008780	REPRS U#19755	09/30/17	260175	1,645.37-
SCOTTS HYDRAULIC SERVICE Sum							1,645.37-
00001 SHERWIN-WILLIAMS COMPANY	9544-5	00168914	16008624	PAINT STRAINER TRAFFIC DEPT	09/30/17	260177	79.60-
00001 SHERWIN-WILLIAMS COMPANY	0319-1	00173753	16008717	PAINTERS PAPER ENGR DEPT	09/30/17	260177	9.77-
SHERWIN-WILLIAMS COMPANY Sum							89.37-
00001 SHOWS DEARMAN & WAITS IN	19752	00173829	16008737	SRV GORDON CRK 3/16 FLOOD	09/30/17	260178	1,686.06-
SHOWS DEARMAN & WAITS IN Sum							1,686.06-
00001 SMITH, JIM SERVICES	88001	00172588	16008462	NEW HEAT PUMP 3RD FLR C HALL	09/30/17	260181	4,894.00-
SMITH, JIM SERVICES Sum							4,894.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/1/	02017844	16008629	POLICE FINES COLL.FEE	09/30/17	260184	333.77-

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00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 91/1	02017845	16008630	POLICE FINES COLL.FEE	09/30/17	260184	167.45-
SOUTHERN FINANCIAL SYSTE Sum							501.22-
00001 SOUTHERN MS PINE STRAW	10753	00173371	16008650	PINE STRAW	09/30/17	260186	220.00-
SOUTHERN MS PINE STRAW Sum							220.00-
00001 SOUTHERN PINE ELECTRIC P	9/17 GENERAL	00201724	16008708	MNTHLY 9/17 PUBLIC SERVICES	09/30/17	260188	90.51-
SOUTHERN PINE ELECTRIC P Sum							90.51-
00001 SOUTHERN TIRE MART #9 (M	9024781	00173241	16008422	TIRES U#17017 REPRS U#13062	09/30/17	260189	450.63-
SOUTHERN TIRE MART #9 (M Sum							450.63-
00001 SOUTHERN TIRE MART LLC	11134093	00173053	16008550	TIRES U#18098 FIRE DEPT	09/30/17	260190	1,319.16-
00001 SOUTHERN TIRE MART LLC	11134744	00173549	16008634	REPR TIRES U#13174	09/30/17	260190	45.90-
00001 SOUTHERN TIRE MART LLC	11134408	00173392	16008671	TIRE SERV CALLS VARI UNITS	09/30/17	260190	5,453.36-
00001 SOUTHERN TIRE MART LLC	9025355	00173713	16008694	TRACTOR TIRE CONSTR DEPT	09/30/17	260190	19.95-
SOUTHERN TIRE MART LLC Sum							6,838.37-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00173543	16008484	BOILER/MACHINERY RENEWAL	09/30/17	260197	8,467.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00173840	16008767	POSITION BOND RENEWAL	09/30/17	260197	13,125.00-
SOUTHGROUP (HATTIESBURG Sum							21,592.00-
00001 SPEEDY PRINTING & SIGNS	24391	00173327	16008404	NAME PLATE L GIBSON CEMETERY	09/30/17	260198	28.50-
00001 SPEEDY PRINTING & SIGNS	24340	00172883	16008613	RECRUITING BANNER/TABLECLOTH	09/30/17	260198	840.00-
SPEEDY PRINTING & SIGNS Sum							868.50-
00001 SPORT TRAIL, LLC	4931	00172756	16008399	TRAILER FOR RESCUE BOAT	09/30/17	260199	2,245.95-
SPORT TRAIL, LLC Sum							2,245.95-
00001 STANDARD OFFICE SUPPLY C	0072568-001	00173358	16008611	OFFICE SUPP ACCTG YEAR END	09/30/17	260200	363.21-
00001 STANDARD OFFICE SUPPLY C	0072539-001	00173628	16008626	CALCULATOR BATTERIES ENGR	09/30/17	260200	9.99-
00001 STANDARD OFFICE SUPPLY C	0072449-001	00172942	16008658	PARKING CITATIONS MUN COURT	09/30/17	260200	449.25-
00001 STANDARD OFFICE SUPPLY C	0072449-001	00173003	16008659	ADDL AMT DUE PO#172942	09/30/17	260200	213.18-
00001 STANDARD OFFICE SUPPLY C	0072611-001	00173728	16008681	COPY PAPER MAYOR'S OFFICE	09/30/17	260200	167.96-
STANDARD OFFICE SUPPLY C Sum							1,203.59-
00001 STAPLES	3352718853	00173406	16008645	OFFICE SUPP PLANNING DEPT	09/30/17	260201	176.54-
00001 STAPLES	3352718854	00173406	16008646	OFFICE SUPP PLANNING DEPT	09/30/17	260201	4.71-
00001 STAPLES	3352968471	00173406	16008647	OFFICE SUPP PLANNING DEPT	09/30/17	260201	12.42-

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00001 STAPLES	3352718852	00173406	16008654	OFFICE SUPP PLANNING DEPT	09/30/17	260201	12.42-
00001 STAPLES	3352718853	00173406	16008655	OFFICE SUPP PLANNING DEPT	09/30/17	260201	176.54-
00001 STAPLES	3353099238	00173406	16008656	CREDIT	09/30/17	260201	188.96
STAPLES Sum							193.67-
00001 SUNBELT FIRE INC	112165	00169398	16008552	REPRS U#15064 FIRE DEPT	09/30/17	260202	5,737.89-
00001 SUNBELT FIRE INC	307085	00173637	16008772	REPR PTS U#15064 FIRE DEPT	09/30/17	260202	320.53-
SUNBELT FIRE INC Sum							6,058.42-
00001 TEMPLE INC	INV0167168	00172896	16008493	REPRS/NEW SIGNAL EQUIPMENT	09/30/17	260204	1,800.00-
TEMPLE INC Sum							1,800.00-
00001 TRI-TECH INC	145141	00169944	16008631	CURRENCY BAGS FOR EVIDENCE	09/30/17	260206	168.25-
TRI-TECH INC Sum							168.25-
00001 TRUCKPRO INC	039-0634440	00172959	16008428	REPR PTS U#11839 SANIT	09/30/17	260209	1,681.54-
00001 TRUCKPRO INC	039-0635405	00173680	16008625	HUB CAPS U#12956	09/30/17	260209	27.50-
00001 TRUCKPRO INC	039-0634659	00173160	16008636	REPR PTS U#16082/16083	09/30/17	260209	129.00-
TRUCKPRO INC Sum							1,838.04-
00001 ULINE	90591511	00173639	16008663	BOXES FOR EVIDENCE	09/30/17	260211	634.86-
ULINE Sum							634.86-
00001 UNDERWOOD OUTDOOR POWER, 50368		00172954	16008547	MOWER REPR P/F ACADEMY	09/30/17	260212	322.94-
00001 UNDERWOOD OUTDOOR POWER, 47705		00172422	16008572	MOWER REPR U#18046 P/F ACDMY	09/30/17	260212	241.93-
UNDERWOOD OUTDOOR POWER, Sum							564.87-
00001 UNITED FENCE COMPANY	PO#173214 9/	00173214	16008403	FENCE 108 SAUCIER DR	09/30/17	260213	362.80-
00001 UNITED FENCE COMPANY	00018490	00170061	16008596	FENCE/SLIDE GATE TORNADO '17	09/30/17	260213	14,755.00-
00001 UNITED FENCE COMPANY	00018373 (B)	00173678	16008620	ADDL AMT DUE PO#171309	09/30/17	260213	30.00-
00001 UNITED FENCE COMPANY	00018373 (A)	00171309	16008622	FENCE UPGRADE #2 FIRE TORNADO	09/30/17	260213	1,810.00-
UNITED FENCE COMPANY Sum							16,957.80-
00001 UNIVERSITY TIRE & SERVIC 507022		00169766	16008418	AUTO MAINT MITCHELL LAND CODE	09/30/17	260214	18.67-
00001 UNIVERSITY TIRE & SERVIC 511507		00171867	16008434	TIRES ANIMAL CONTROL STOCK	09/30/17	260214	2,269.76-
00001 UNIVERSITY TIRE & SERVIC 512870		00172492	16008472	TIRES POLICE STOCK	09/30/17	260214	3,136.00-
00001 UNIVERSITY TIRE & SERVIC 514209		00173139	16008571	TIRES POLICE STOCK	09/30/17	260214	2,225.40-
00001 UNIVERSITY TIRE & SERVIC 513226		00172563	16008573	OIL CHANGE U#19115 LDC	09/30/17	260214	33.23-
00001 UNIVERSITY TIRE & SERVIC 514475		00173351	16008574	REPRS U#19116 BATES LDC	09/30/17	260214	49.90-
UNIVERSITY TIRE & SERVIC							

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PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	315459	00173426	16001714	SAND BAGS TATUM SOCCER	09/30/17	259951	37.50-
00002 A & R FARM AND GARDEN	316391	00173597	16001728	CHEMICALS	09/30/17	259951	168.00-
00002 A & R FARM AND GARDEN	316826	00168773	16001731	EROSION MATS GRNDS SHOP	09/30/17	259951	236.70-
A & R FARM AND GARDEN							
Sum							442.20-
00002 AGRI-AFC LLC	5390758	00173429	16001722	CHEMICALS GRNDS MAINT	09/30/17	259958	230.00-
00002 AGRI-AFC LLC	5391832	00173643	16001729	MOLE CRICKET TRMT TATUM SOCR	09/30/17	259958	520.00-
00002 AGRI-AFC LLC	5394207	00173786	16001793	WEED KILLER GRNDS MAINT	09/30/17	259958	152.00-
AGRI-AFC LLC							
Sum							902.00-
00002 ALLBRITTON CHAIN SAW & L 50747		00171027	16001757	AGRI EQUIP CARBURATOR	09/30/17	259960	138.80-
ALLBRITTON CHAIN SAW & L							
Sum							138.80-
00002 AUTO ARMATURE SERVICE IN 09415		00173497	16001712	BATTERY U#18680 REC ADM	09/30/17	259971	115.95-
00002 AUTO ARMATURE SERVICE IN 09406		00173198	16001735	ALTERNATOR U#15928	09/30/17	259971	144.95-
AUTO ARMATURE SERVICE IN							
Sum							260.90-
00002 BLUE DOLPHIN POOL	30233	00173185	16001744	FOUNTAIN REPR VETERANS PARK	09/30/17	259979	3,252.35-
BLUE DOLPHIN POOL							
Sum							3,252.35-
00002 BRACKMAN MOWER WAREHOUSE	34150	00173405	16001720	REPR CHAINSAWS	09/30/17	259983	565.94-
00002 BRACKMAN MOWER WAREHOUSE	34265	00173547	16001740	REPR U#19465	09/30/17	259983	720.82-
00002 BRACKMAN MOWER WAREHOUSE	34319	00173595	16001741	EDGER BLADES	09/30/17	259983	50.00-
BRACKMAN MOWER WAREHOUSE							
Sum							1,336.76-
00002 BUCKHAULTS ELECTRIC SERV 2364		00168162	16001742	REPR LIGHTS TATUM SOC TORNADO	09/30/17	259986	7,900.00-
00002 BUCKHAULTS ELECTRIC SERV 2365		00173353	16001745	REPR LIGHTS TATUM SOCCER FLD	09/30/17	259986	3,957.00-
BUCKHAULTS ELECTRIC SERV							
Sum							11,857.00-
00002 CARQUEST AUTO PARTS STOR 14758-94290		00172445	16001736	REPR PTS U#8937 TRUCK	09/30/17	259995	7.07-
00002 CARQUEST AUTO PARTS STOR 14758-94291		00172445	16001737	REPR PTS U#16048	09/30/17	259995	208.36-
00002 CARQUEST AUTO PARTS STOR 14758-96601		00173594	16001750	ANTIFREEZE	09/30/17	259995	43.96-
00002 CARQUEST AUTO PARTS STOR 14758-96487		00173146	16001751	MOTOR OIL VARI UNITS/STOCK	09/30/17	259995	100.56-
00002 CARQUEST AUTO PARTS STOR 14758-96802		00173141	16001760	SEAT BELT U#8937 GRNDS MAINT	09/30/17	259995	32.19-
CARQUEST AUTO PARTS STOR							
Sum							392.14-
00002 CINTAS CORPORATION #J66	J66555266	00173669	16001723	MATS 9/11 GRNDS MAINT	09/30/17	260007	4.95-
00002 CINTAS CORPORATION #J66	J665556041	00173669	16001724	MATS 9/18 GRNDS MAINT	09/30/17	260007	4.95-
00002 CINTAS CORPORATION #J66	J66555267	00173669	16001725	UNIFORMS 9/11 GRNDS MAINT	09/30/17	260007	126.88-
00002 CINTAS CORPORATION #J66	J665556042	00173669	16001726	UNIFORMS 9/18 GRNDS MAINT	09/30/17	260007	119.99-

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CINTAS CORPORATION #J66							256.77-
Sum							
00002 CITY OF HATTIESBURG FUND TRF 3RD 9/17		02017861	16001777	TRF 3RD 9/17 PAYROLL	09/27/17	311588	50,979.62-
CITY OF HATTIESBURG FUND							50,979.62-
Sum							
00002 CLEMTS HARDWARE	118887	00173589	16001732	BACKPACK SPRAYERS	09/30/17	260010	169.98-
CLEMTS HARDWARE							169.98-
Sum							
00002 COMMERCIAL STATIONERY CO 404767-0		00173511	16001715	OFFICE SUPP MCNAIR CENTER	09/30/17	260013	107.30-
COMMERCIAL STATIONERY CO							107.30-
Sum							
00002 COMSOUTH	187505	00173586	16001739	RADIO REPAIR	09/30/17	260014	219.70-
COMSOUTH							219.70-
Sum							
00002 CRY, JAMAAL		SPORTS SERVS 02017860	16001778	SPORTS SUPPORT SERVICES	09/30/17	260018	104.00-
CRY, JAMAAL							104.00-
Sum							
00002 DAKTECH COMPUTERS	INV0331984	00173293	16001749	DISCOVERY DESKTOP	09/30/17	260023	1,083.00-
DAKTECH COMPUTERS							1,083.00-
Sum							
00002 ECONOMY SUPPLY CO	281357	00173584	16001733	MATLS FENCE/STAGE REPR TATUM	09/30/17	260031	109.30-
ECONOMY SUPPLY CO							109.30-
Sum							
00002 ELKINS WHOLESALE INC	325129-00	00173427	16001713	JANIT SUPP GRNDS MAINT	09/30/17	260033	226.43-
00002 ELKINS WHOLESALE INC	325578-00	00173598	16001727	JANIT SUPP GRNDS MAINT	09/30/17	260033	130.20-
00002 ELKINS WHOLESALE INC	326244-00	00173800	16001792	JANIT SUPP GRNDS MAINT	09/30/17	260033	937.88-
ELKINS WHOLESALE INC							1,294.51-
Sum							
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 9/2	02017859	16001771	OFFICIAL-ADULT SOFTBALL	09/30/17	260040	80.00-
ESTERS, WILLARD (BUTCH)							80.00-
Sum							
00002 FAGAN TREE AND SPRAYING	2492	00173611	16001756	LABOR MOLE CRICKET SPRAYING	09/30/17	260043	1,800.00-
FAGAN TREE AND SPRAYING							1,800.00-
Sum							
00002 FEDEX OFFICE AND PRINT S 152600008736		00172832	16001710	MAIL SENIOR NEWSLETTERS 9/17	09/30/17	260046	441.76-

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FEDEX OFFICE AND PRINT S Sum							441.76-
00002 HARRIS, MARCEL		SPORTS SERVS 02017860	16001779	SPORTS SUPPORT SERVICES	09/30/17	260069	104.00-
HARRIS, MARCEL Sum							104.00-
00002 HARRIS, TYRELL R		SPORTS SERVS 02017860	16001780	SPORTS SUPPORT SERVICES	09/30/17	260070	104.00-
HARRIS, TYRELL R Sum							104.00-
00002 HUB CITY CONSTRUCTION IN 1289		00173258	16001769	MONUMENT TWIN FORKS RISING	09/30/17	260080	3,750.00-
HUB CITY CONSTRUCTION IN Sum							3,750.00-
00002 IMPRESSIONS IN STONE, IN PO#171198 9/		00171198	16001764	AWARDS HBRG 100 BIKE RIDE	09/30/17	260082	150.00-
IMPRESSIONS IN STONE, IN Sum							150.00-
00002 IRBY, STUART C CO	S010364156.0	00173352	16001765	ELEC SUPP TATUM SOC FLD LITES	09/30/17	260087	175.00-
IRBY, STUART C CO Sum							175.00-
00002 J M H GRAPHICS	12176	00173237	16001719	UNIFORM SHIRTS GRNDS CREWS	09/30/17	260088	595.85-
J M H GRAPHICS Sum							595.85-
00002 JOHNSON, TONY		SPORTS SERVS 02017860	16001781	SPORTS SUPPORT SERVICES	09/30/17	260092	104.00-
JOHNSON, TONY Sum							104.00-
00002 KETTLEY, ANNETTE		SPORTS SERVS 02017860	16001782	SPORTS SUPPORT SERVICES	09/30/17	260096	32.00-
KETTLEY, ANNETTE Sum							32.00-
00002 MCELHANEY PLUMBING INC	260281	00173688	16001767	PLUMB SUPP TATUM SOC RESTRMS	09/30/17	260109	99.95-
MCELHANEY PLUMBING INC Sum							99.95-
00002 MISSISSIPPI AG COMPANY, P13724		00173518	16001752	REPR PTS U#8446 TRACTOR	09/30/17	260114	245.29-
MISSISSIPPI AG COMPANY, Sum							245.29-
00002 MORRIS, GEORGE T		OFFICIAL 9/2 02017859	16001772	OFFICIAL-ADULT SOFTBALL	09/30/17	260119	60.00-
MORRIS, GEORGE T							

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Sum							60.00-
00002 MS FIRE & SAFETY OF HBUR	57482	00173517	16001718	LIQUID SMOKE FOOTBALL MCNAIR	09/30/17	260125	158.00-
MS FIRE & SAFETY OF HBUR Sum							158.00-
00002 MS POWER COMPANY	9/17 PKS/REC	00201724	16001770	MNTHLY ELEC-PARKS & REC	09/30/17	260128	14,313.49-
MS POWER COMPANY Sum							14,313.49-
00002 NEWELL PAPER COMPANY	4009940	00173145	16001716	WASP/HORNET SPRAY	09/30/17	260133	288.00-
NEWELL PAPER COMPANY Sum							288.00-
00002 OFFICE DEPOT INC	963107983001	00172907	16001761	OFFICE SUPP MCNAIR CENTER	09/30/17	260141	227.94-
OFFICE DEPOT INC Sum							227.94-
00002 PALMER, LARRY J	SPORTS SERVS	02017860	16001783	SPORTS SUPPORT SERVICES	09/30/17	260144	480.00-
PALMER, LARRY J Sum							480.00-
00002 PHILLIPS BARK PROCESSING	122310	00173462	16001730	MULCH MOBILE ST FESTIVAL	09/30/17	260151	1,410.00-
PHILLIPS BARK PROCESSING Sum							1,410.00-
00002 PLAY IT AGAIN SPORTS	PO#173372 9/	00173372	16001788	CHEER UNIFORMS MCNAIR CENTER	09/30/17	260156	5,088.00-
00002 PLAY IT AGAIN SPORTS	PO#172837 9/	00172837	16001791	FTBALL JERSEYS/COACHES SHIRTS	09/30/17	260156	8,471.50-
PLAY IT AGAIN SPORTS Sum							13,559.50-
00002 POWELL, RANDY	SPORTS SERVS	02017860	16001784	SPORTS SUPPORT SERVICES	09/30/17	260158	112.00-
POWELL, RANDY Sum							112.00-
00002 RJ YOUNG COMPANY	INV2069952	00173489	16001762	PRINTER SUPP MCNAIR CENTER	09/30/17	260165	238.50-
RJ YOUNG COMPANY Sum							238.50-
00002 SCOTT, NAJAH (REFUNDS)	DAHMER PK PA	02017862	16001794	DAHMER PK PAVIL RFD#69421	09/30/17	260174	40.00-
SCOTT, NAJAH (REFUNDS) Sum							40.00-
00002 SHERWIN-WILLIAMS COMPANY	5936-9	00173495	16001717	RED PAINT TATUM SOCCER FIELDS	09/30/17	260177	105.60-
00002 SHERWIN-WILLIAMS COMPANY	6122-5	00173339	16001734	PAINT SUPP C HALL/VET FOUNTNS	09/30/17	260177	352.24-
00002 SHERWIN-WILLIAMS COMPANY	0383-7	00173785	16001789	BALLFIELD MARKING PAINT	09/30/17	260177	2,006.40-

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SHERWIN-WILLIAMS COMPANY Sum							2,464.24-
00002 SMITH, CARLTON L	OFFICIAL 9/2	02017859	16001773	OFFICIAL-ADULT SOFTBALL	09/30/17	260180	80.00-
SMITH, CARLTON L Sum							80.00-
00002 SOLAR SUPPLY INC	3496015	00173662	16001758	A/C REPR SUPP TATUM TENNIS	09/30/17	260182	63.74-
00002 SOLAR SUPPLY INC	3496084	00173711	16001766	A/C REPR PTS TATUM TENNIS	09/30/17	260182	13.97-
SOLAR SUPPLY INC Sum							77.71-
00002 SOUTHERN MS PINE STRAW	10692	00173821	16001787	PINE STRAW CITY WIDE USE	09/30/17	260186	75.00-
SOUTHERN MS PINE STRAW Sum							75.00-
00002 SOUTHERN ON SITE STORAGE	57434	00172711	16001746	PORTALETS TATUM SLOWPITCH YMCA	09/30/17	260187	170.00-
00002 SOUTHERN ON SITE STORAGE	57440	00173601	16001747	PORTALETS 9/17 LIFE AFTER 5	09/30/17	260187	640.00-
00002 SOUTHERN ON SITE STORAGE	57441	00173613	16001748	PORTALETS 9/17 LIVE AFTER 5	09/30/17	260187	340.00-
00002 SOUTHERN ON SITE STORAGE	57407	00173522	16001753	PORTABLETS TATUM SOC TOURNAMT	09/30/17	260187	340.00-
SOUTHERN ON SITE STORAGE Sum							1,490.00-
00002 SOUTHERN TIRE MART #9 (M	9025093	00173523	16001721	TIRE REPR U#17050 TRAILER	09/30/17	260189	80.77-
00002 SOUTHERN TIRE MART #9 (M	9025236	00173587	16001738	FLAT REPR/TIRE U#18866	09/30/17	260189	29.59-
00002 SOUTHERN TIRE MART #9 (M	9025255	00173676	16001759	TIRE REPR U#18597	09/30/17	260189	19.95-
SOUTHERN TIRE MART #9 (M Sum							130.31-
00002 SPEEDY PRINTING & SIGNS	24446	00173726	16001768	SIGNS UNETTA GYM/MCCARTY PK	09/30/17	260198	80.00-
00002 SPEEDY PRINTING & SIGNS	24456	00173790	16001790	PKS/REC LABEL U#7382	09/30/17	260198	40.00-
SPEEDY PRINTING & SIGNS Sum							120.00-
00002 TERRELL, WINSTON	OFFICIAL 9/2	02017859	16001774	OFFICIAL-ADULT SOFTBALL	09/30/17	260205	60.00-
TERRELL, WINSTON Sum							60.00-
00002 TROTTER, COREY	OFFICIAL 9/2	02017859	16001775	OFFICIAL-ADULT SOFTBALL	09/30/17	260207	60.00-
TROTTER, COREY Sum							60.00-
00002 TROTTER, JAMES C JR	OFFICIAL 9/2	02017859	16001776	OFFICIAL-ADULT SOFTBALL	09/30/17	260208	60.00-
TROTTER, JAMES C JR Sum							60.00-
00002 U P S STORE, THE (HATTIE PO#167149 1/	00167149	16001754		SENIOR NEWSLETTERS 1-2/17	09/30/17	260210	188.00-
00002 U P S STORE, THE (HATTIE PO#168595 3/	00168595	16001755		SENIOR NEWSLETTERS 3-4/17	09/30/17	260210	191.20-

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WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	101157	WTR B	00173776	16001713 SERVS 9/17 WTR BILLING	09/30/17	259955	495.00-
ADVANCED JANITORIAL SERV							495.00-
Sum							
00009 AFFORDABLE AUTO CARE	PO#173073	8/	00173073	16001689 REPRS U#15667 LAGOONS	09/30/17	259956	301.40-
AFFORDABLE AUTO CARE							301.40-
Sum							
00009 AUTOMOTIVE GLASS SPECIAL	I217842		00173149	16001686 BACK WINDOW U#18587 TRANS	09/30/17	259972	295.00-
AUTOMOTIVE GLASS SPECIAL							295.00-
Sum							
00009 BLOSSMAN GAS INC	PO#171339	6/	00171339	16001687 PROPANE PLANT FORKLIFT	09/30/17	259978	72.00-
00009 BLOSSMAN GAS INC	1748747		00173153	16001688 PROPANE WAREHOUSE FORKLIFT	09/30/17	259978	72.00-
BLOSSMAN GAS INC							144.00-
Sum							
00009 BONNER ANALYTICAL TESTIN	64119		00173602	16001675 COLIFORM TEST 200 W PINE ST	09/30/17	259982	26.50-
00009 BONNER ANALYTICAL TESTIN	64179		00173614	16001676 TESTING 9/17 LAGOONS	09/30/17	259982	1,163.57-
BONNER ANALYTICAL TESTIN							1,190.07-
Sum							
00009 CARQUEST AUTO PARTS STOR	14758-95329		00172917	16001678 REPR PTS U#18587 TRANS	09/30/17	259995	47.83-
00009 CARQUEST AUTO PARTS STOR	14758-94522		00172466	16001679 REPR PTS VARI SEWER UNITS	09/30/17	259995	381.46-
00009 CARQUEST AUTO PARTS STOR	14758-96263		00173402	16001680 REPR PTS U#19777 SEWER	09/30/17	259995	266.15-
00009 CARQUEST AUTO PARTS STOR	14758-91350		00171153	16001692 REPR PTS U#14760 LAGOON	09/30/17	259995	142.50-
00009 CARQUEST AUTO PARTS STOR	14758-93006		00171567	16001703 ANTIFREEZE U#18897 SEWER	09/30/17	259995	72.20-
00009 CARQUEST AUTO PARTS STOR	14758-91136		00170996	16001716 REPR PTS U#20446 TRANS	09/30/17	259995	148.76-
CARQUEST AUTO PARTS STOR							1,058.90-
Sum							
00009 CENTRAL PIPE SUPPLY INC	S100114455.0		00173567	16001694 PLUMB SUPP RR ST/1ST AVE	09/30/17	260000	254.38-
CENTRAL PIPE SUPPLY INC							254.38-
Sum							
00009 CERTIFIED LABORATORIES	2849996		00173072	16001655 GREASE REMOVER LIFT STATIONS	09/30/17	260001	5,793.75-
CERTIFIED LABORATORIES							5,793.75-
Sum							
00009 CHAIN ELECTRIC COMPANY	76600		00172752	16001717 ELEC REPRS PLT#2 PUMP#1	09/30/17	260002	6,250.00-
CHAIN ELECTRIC COMPANY							6,250.00-
Sum							
00009 CINTAS CORPORATION #J66	9015995548		00170987	16001664 GATORADE SEWER DEPT CREWS	09/30/17	260007	666.35-
00009 CINTAS CORPORATION #J66	9017346006		00170987	16001665 TRUCK COOLER RACKS	09/30/17	260007	417.06-
00009 CINTAS CORPORATION #J66	J66548976		00173566	16001666 UNIFORMS 7/13 WTR SERVICE MEN	09/30/17	260007	47.30-
00009 CINTAS CORPORATION #J66	J66555050		00173566	16001667 UNIFORMS 9/07 WTR SERVICE MEN	09/30/17	260007	19.12-

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00009 CINTAS CORPORATION #J66	J66556052	00173592	16001670	UNIFORMS 9/18 TRANS	09/30/17	260007	94.94-
00009 CINTAS CORPORATION #J66	J66556053	00173592	16001671	MOP/MAT 9/18 PLANT	09/30/17	260007	13.93-
00009 CINTAS CORPORATION #J66	J66556052	00173592	16001672	UNIFORMS 9/18 PLANT	09/30/17	260007	41.21-
00009 CINTAS CORPORATION #J66	J66556052	00173592	16001673	UNIFORMS 9/18 SEWER	09/30/17	260007	59.96-
00009 CINTAS CORPORATION #J66	J66556052	00173592	16001674	UNIFORMS 9/18 LAGOON	09/30/17	260007	24.50-
00009 CINTAS CORPORATION #J66	J66556824	00173823	16001710	UNIFORMS 9/25 PLANT	09/30/17	260007	41.21-
00009 CINTAS CORPORATION #J66	J66556824	00173823	16001711	UNIFORMS 9/25 SEWER	09/30/17	260007	52.96-
00009 CINTAS CORPORATION #J66	J66556824	00173823	16001712	UNIFORMS 9/25 LAGOON	09/30/17	260007	24.50-
00009 CINTAS CORPORATION #J66	J66556824	00173818	16001720	UNIFORMS 9/25 TRANS	09/30/17	260007	94.94-
00009 CINTAS CORPORATION #J66	J66556825	00173818	16001721	MOP/MAT 9/25 PLANT	09/30/17	260007	13.93-
CINTAS CORPORATION #J66 Sum							1,611.91-
00009 CITY OF HATTIESBURG FUND TRF 3RD 9/17	02017861	16001707	TRF 3RD 9/17	PAYROLL	09/27/17	22063	93,756.55-
CITY OF HATTIESBURG FUND Sum							93,756.55-
00009 COBURN'S SUPPLY CO INC	609911456	00169208	16001683	PLUMB SUPP TRANS STOCK	09/30/17	260011	8,012.59-
00009 COBURN'S SUPPLY CO INC	609911456-1	00169208	16001684	PLUMB SUPP TRANS STOCK	09/30/17	260011	136.25-
00009 COBURN'S SUPPLY CO INC	60427027	00173464	16001685	PLUMB SUPP TRANS STOCK	09/30/17	260011	1,125.12-
COBURN'S SUPPLY CO INC Sum							9,273.96-
00009 D P C ENTERPRISES LP	212002013-17	00173474	16001695	CHLORINE FORREST GENERAL TANK	09/30/17	260021	870.00-
00009 D P C ENTERPRISES LP	212002014-17	00173474	16001696	CHLORINE WESLEY TANK	09/30/17	260021	435.00-
D P C ENTERPRISES LP Sum							1,305.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00173843	16001719	SEWER BILLING 9/17	09/30/17	260029	393.00-
DIXIE COMMUNITY UTILITY Sum							393.00-
00009 EQUIPMENT INC	165501664	00172337	16001668	REPRS U#14238 TRANS DEPT	09/30/17	260039	794.92-
EQUIPMENT INC Sum							794.92-
00009 FORTERRA PIPE & PRECAST,	11533778	00173734	16001693	MANHOLE REPR 107 SOUTHVIEW DR	09/30/17	260048	277.63-
FORTERRA PIPE & PRECAST, Sum							277.63-
00009 GARNER LUMLEY ELECTRIC S	541779	00173119	16001698	ELEC SUPP PLANT #1	09/30/17	260054	1,689.90-
GARNER LUMLEY ELECTRIC S Sum							1,689.90-
00009 GILLILANDS ELECTRONICS S	65048	00173775	16001714	ALARM 10/17-1/18 WTR BILLING	09/30/17	260057	90.00-
GILLILANDS ELECTRONICS S Sum							90.00-

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00009 L & A CONTRACTING CO	483-091	00173856	16001722	AERATOR MNT 9/11-9/24 LAGOONS	09/30/17	260098	44,554.12-
L & A CONTRACTING CO Sum							44,554.12-
00009 LANCASTER'S MACHINE & WE	23233	00172515	16001658	LIME FEEDER PLATFORM PLT #2	09/30/17	260100	450.00-
00009 LANCASTER'S MACHINE & WE	23155	00170517	16001659	CLEAN-OUT CAP WRENCHES SEWER	09/30/17	260100	100.00-
00009 LANCASTER'S MACHINE & WE	23140	00170514	16001660	REPR AXLES U#19819 SEWER	09/30/17	260100	1,745.00-
00009 LANCASTER'S MACHINE & WE	23209	00172199	16001661	BLADE REPR U#18588 BOBCAT	09/30/17	260100	350.00-
LANCASTER'S MACHINE & WE Sum							2,645.00-
00009 MAC PAPERS	388143	WTR B 00173216	16001690	PRODUCTION PRINTER PAPER	09/30/17	260105	758.40-
MAC PAPERS Sum							758.40-
00009 MCELHANEY PLUMBING INC	260199	00173756	16001708	LIME FEEDER MACHINE PTS PLT#2	09/30/17	260109	36.32-
MCELHANEY PLUMBING INC Sum							36.32-
00009 MORGAN, C J INC	2017066	00173815	16001709	FIRE TAP AAA RAWLS SPGS LOOP	09/30/17	260118	3,737.00-
MORGAN, C J INC Sum							3,737.00-
00009 MS POWER COMPANY	9/17 W&SO&M	00201724	16001706	MNTHLY ELEC-W&SO&M	09/30/17	260128	80,693.71-
MS POWER COMPANY Sum							80,693.71-
00009 PEARL RIVER VALLEY EPA (	9/17 W&SO&M	00201724	16001705	MNTHLY 9/17 PUBLIC SERVICES	09/30/17	260149	175.49-
PEARL RIVER VALLEY EPA (Sum							175.49-
00009 PUCKETT RENTS	617264-0001	00172985	16001699	VARI SLINGS SEWER DEPT	09/30/17	260161	245.96-
PUCKETT RENTS Sum							245.96-
00009 RAWLS SPRINGS UTILITY DI	9152017	00173777	16001715	SEWER BILLING 9/17	09/30/17	260162	188.00-
RAWLS SPRINGS UTILITY DI Sum							188.00-
00009 RICOH CORP	5050063699	W 00173491	16001657	PRODUCTION PRINTER CHARGES	09/30/17	260164	178.19-
RICOH CORP Sum							178.19-
00009 RJM MCQUEEN CONTRACTING	1312	00173649	16001681	PUMPING 8/17	09/30/17	260166	19,417.05-
00009 RJM MCQUEEN CONTRACTING	1313	00173649	16001682	ROAD REPR BROAD/COOPER	09/30/17	260166	4,129.00-
RJM MCQUEEN CONTRACTING							

CITY OF HATTIESBURG
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WATER & SEWER FUND							
00011 BELL, MARY A	METER DEP RF	02017837	16000987	METER DEP RFD	09/30/17	259974	50.00-
BELL, MARY A							50.00-
Sum							
00011 BENNETT, JASMINE	METER DEP RF	02017837	16001005	METER DEP RFD	09/30/17	259975	43.00-
BENNETT, JASMINE							43.00-
Sum							
00011 BROWN, CANDACE M,	METER DEP RF	02017837	16001016	METER DEP RFD	09/30/17	259984	75.00-
BROWN, CANDACE M,							75.00-
Sum							
00011 CAMPBELL, WILLIE HOUZE	METER DEP RF	02017837	16001012	METER DEP RFD	09/30/17	259989	26.00-
CAMPBELL, WILLIE HOUZE							26.00-
Sum							
00011 DEVELLE, ANDREW	METER DEP RF	02017837	16000990	METER DEP RFD	09/30/17	260026	19.44-
DEVELLE, ANDREW							19.44-
Sum							
00011 DIEP, TAM	METER DEP RF	02017837	16001002	METER DEP RFD	09/30/17	260028	75.00-
DIEP, TAM							75.00-
Sum							
00011 EVANS, LAUREN PAIGE	METER DEP RF	02017837	16001001	METER DEP RFD	09/30/17	260041	26.00-
EVANS, LAUREN PAIGE							26.00-
Sum							
00011 FAWCETT, NEWTON	METER DEP RF	02017837	16001007	METER DEP RFD	09/30/17	260045	26.00-
FAWCETT, NEWTON							26.00-
Sum							
00011 GORDON, ASHLEY	METER DEP RF	02017837	16001004	METER DEP RFD	09/30/17	260060	26.00-
GORDON, ASHLEY							26.00-
Sum							
00011 GREEN, MARSHALL	METER DEP RF	02017837	16000993	METER DEP RFD	09/30/17	260062	300.00-
00011 GREEN, MARSHALL	METER DEP RF	02017837	16000998	METER DEP RFD	09/30/17	260063	300.00-
00011 GREEN, MARSHALL	METER DEP RF	02017837	16000999	METER DEP RFD	09/30/17	260064	300.00-
GREEN, MARSHALL							900.00-
Sum							
00011 GREEN, MARSHALL L	METER DEP RF	02017837	16000991	METER DEP RFD	09/30/17	260065	300.00-
00011 GREEN, MARSHALL L	METER DEP RF	02017837	16000994	METER DEP RFD	09/30/17	260066	300.00-
GREEN, MARSHALL L							

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							600.00-
00011 HART ALISON	METER DEP RF	02017837	16001000	METER DEP RFD	09/30/17	260071	26.00-
HART ALISON Sum							26.00-
00011 LOAIZA, JUAN G	METER DEP RF	02017837	16001018	METER DEP RFD	09/30/17	260103	40.00-
LOAIZA, JUAN G Sum							40.00-
00011 MARSHALL GREEN	WTR OVRPMT R	02017838	16000985	WTR OVRPMT RFD	09/30/17	260106	363.24-
00011 MARSHALL GREEN	METER DEP RF	02017837	16000995	METER DEP RFD	09/30/17	260106	300.00-
00011 MARSHALL GREEN	METER DEP RF	02017837	16000996	METER DEP RFD	09/30/17	260107	300.00-
00011 MARSHALL GREEN	METER DEP RF	02017837	16000997	METER DEP RFD	09/30/17	260108	300.00-
MARSHALL GREEN Sum							1,263.24-
00011 MCSWAIN, VERONICA	METER DEP RF	02017837	16001003	METER DEP RFD	09/30/17	260111	11.00-
MCSWAIN, VERONICA Sum							11.00-
00011 PARK PINE APTS	WTR OVRPMT R	02017846	16000984	WTR OVRPMT RFD	09/30/17	260145	8,104.24-
PARK PINE APTS Sum							8,104.24-
00011 PATEL, UTPAL N	METER DEP RF	02017837	16000989	METER DEP RFD	09/30/17	260148	41.88-
PATEL, UTPAL N Sum							41.88-
00011 SIGMA COMPANIES MELBA	WTR OVRPMT R	02017838	16000986	WTR OVRPMT RFD	09/30/17	260179	49.00-
00011 SIGMA COMPANIES MELBA	METER DEP RF	02017837	16001008	METER DEP RFD	09/30/17	260179	75.00-
SIGMA COMPANIES MELBA Sum							124.00-
00011 SOUTHGATE REALITY SVA 9	METER DEP RF	02017837	16001013	METER DEP RFD	09/30/17	260192	75.00-
SOUTHGATE REALITY SVA 9 Sum							75.00-
00011 SOUTHGATE REALTY LLC 28	METER DEP RF	02017837	16001014	METER DEP RFD	09/30/17	260193	26.00-
SOUTHGATE REALTY LLC 28 Sum							26.00-
00011 SOUTHGATE REALTY P31	METER DEP RF	02017837	16001010	METER DEP RFD	09/30/17	260194	75.00-
SOUTHGATE REALTY P31 Sum							75.00-
00011 SOUTHGATE REALTY P5	METER DEP RF	02017837	16001011	METER DEP RFD	09/30/17	260195	26.00-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND 00019 TRI-TECH INC	145613	00169320	16000052	CRIME SCENE SUPPLIES	09/30/17	260206	474.65-
TRI-TECH INC Sum							474.65-
Sum							474.65-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCE AUTO PARTS	560471947524	00171750	16000499	REPR PTS U#18572/16235/19552	09/30/17	259954	733.52-
ADVANCE AUTO PARTS							733.52-
Sum							
00073 ADVANCED JANITORIAL SERV	101157	MASS 00173776	16000517	SERVS 9/17 MASS TRANSIT	09/30/17	259955	345.00-
ADVANCED JANITORIAL SERV							345.00-
Sum							
00073 AUTOMOTIVE GLASS SPECIAL	I217191	00172469	16000505	REPRS U#16760 BUS	09/30/17	259972	120.00-
AUTOMOTIVE GLASS SPECIAL							120.00-
Sum							
00073 BOBBY'S MUFFLER & BRAKE	81069	00173553	16000500	REPRS U#20586 BUS	09/30/17	259980	220.90-
BOBBY'S MUFFLER & BRAKE							220.90-
Sum							
00073 CARQUEST AUTO PARTS STOR	14758-95465	00172815	16000490	REPR PTS BUSES	09/30/17	259995	364.35-
00073 CARQUEST AUTO PARTS STOR	14758-91832	00171205	16000503	COMPRESSOR PTS FOR SHOP	09/30/17	259995	100.34-
CARQUEST AUTO PARTS STOR							464.69-
Sum							
00073 CITY OF HATTIESBURG FUND	TRF 3RD 9/17	02017861	16000516	TRF 3RD 9/17 PAYROLL	09/27/17	112168	24,738.21-
CITY OF HATTIESBURG FUND							24,738.21-
Sum							
00073 COURTESY MOTORS INC	224622	00172897	16000506	REPRS U#19552 BUS	09/30/17	260016	611.14-
00073 COURTESY MOTORS INC	225721	00173571	16000507	REPRS U#19552 BUS	09/30/17	260016	1,590.48-
00073 COURTESY MOTORS INC	225191	00172875	16000508	REPRS U#15648 BUS	09/30/17	260016	95.12-
COURTESY MOTORS INC							2,296.74-
Sum							
00073 CUMMINS MID SOUTH LLC	003-80498	00165909	16000502	REPRS U#16234 BUS	09/30/17	260019	1,240.03-
00073 CUMMINS MID SOUTH LLC	003-87108	00168053	16000504	REPRS U#16235 BUS	09/30/17	260019	1,276.33-
CUMMINS MID SOUTH LLC							2,516.36-
Sum							
00073 DOSSETT PONTIAC CADILLAC	43788	00172820	16000511	REPR PTS U#16759/16760 BUSES	09/30/17	260030	618.39-
00073 DOSSETT PONTIAC CADILLAC	43859	00173097	16000512	REPR PTS U#16761 BUS	09/30/17	260030	116.64-
DOSSETT PONTIAC CADILLAC							735.03-
Sum							
00073 EMPIRE TRUCK SALES (H'BU	RE006025804:	00171535	16000491	REPRS U#17899	09/30/17	260036	1,544.34-
00073 EMPIRE TRUCK SALES (H'BU	RE006026390:	00173458	16000493	REPRS U#16235 BUS	09/30/17	260036	955.00-
00073 EMPIRE TRUCK SALES (H'BU	RE006024136:	00171535	16000496	CREDIT PO#164737	09/30/17	260036	1,278.04
EMPIRE TRUCK SALES (H'BU							1,221.30-
Sum							

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 BLACKLEDGE, TANYA (REFUN	SHERRILL CEN	02017848	16000505	DAMAGE DEPOSIT REFUND	09/30/17	259977	100.00-
BLACKLEDGE, TANYA (REFUN							100.00-
Sum							
00077 CARQUEST AUTO PARTS STOR	14758-96688	00173646	16000495	REPR PTS U#19098 VAN	09/30/17	259995	20.22-
CARQUEST AUTO PARTS STOR							20.22-
Sum							
00077 CITY OF HATTIESBURG FUND TRF 3RD 9/17	02017861	16000507	TRF 3RD 9/17	PAYROLL	09/27/17	311588	20,401.10-
CITY OF HATTIESBURG FUND							20,401.10-
Sum							
00077 CLARK, MILDRED MADDOX (R CE ROY CENTE	02017848	16000499	DAMAGE DEPOSIT REFUND	09/30/17	260008	100.00-	
CLARK, MILDRED MADDOX (R							100.00-
Sum							
00077 FURNITURE DIRECT	2123	00173428	16000489	BAR STOOLS CE ROY CENTER	09/30/17	260050	237.76-
FURNITURE DIRECT							237.76-
Sum							
00077 GAMBLE, LATRICIA & C REE CE ROY CENTE	02017848	16000503	DAMAGE DEPOSIT REFUND	09/30/17	260053	100.00-	
GAMBLE, LATRICIA & C REE							100.00-
Sum							
00077 GROVER'S PAINTING INC	3668 SHERRIL	00170811	16000492	WASH/PAINT SHERRILL EXTERIOR	09/30/17	260067	21,900.00-
00077 GROVER'S PAINTING INC	3668 MCNAIR	00170811	16000493	WASH/PAINT MCNAIR EXTERIOR	09/30/17	260067	13,000.00-
00077 GROVER'S PAINTING INC	3668 CE ROY	00170811	16000494	WASH/PAINT CE ROY EXTERIOR	09/30/17	260067	13,900.00-
GROVER'S PAINTING INC							48,800.00-
Sum							
00077 INFORMATION & QUALITY HE CULTURAL CEN	02017848	16000506	DAMAGE DEPOSIT REFUND	09/30/17	260084	150.00-	
INFORMATION & QUALITY HE							150.00-
Sum							
00077 JACKSON, HERMAN (REFUNDS SHERRILL CEN	02017848	16000498	DAMAGE DEPOSIT REFUND	09/30/17	260089	100.00-	
JACKSON, HERMAN (REFUNDS							100.00-
Sum							
00077 JORDAN, KEAIRA (REFUNDS) SHERRILL CEN	02017848	16000500	DAMAGE DEPOSIT REFUND	09/30/17	260094	100.00-	
JORDAN, KEAIRA (REFUNDS)							100.00-
Sum							
00077 MOORE, KEYARA (REFUNDS) SHERRILL CEN	02017848	16000502	DAMAGE DEPOSIT REFUND	09/30/17	260116	100.00-	
MOORE, KEYARA (REFUNDS)							100.00-
Sum							

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 MS APARTMENT ASSOCIATION	SHERRILL CEN	02017848	16000504	DAMAGE DEPOSIT REFUND	09/30/17	260120	100.00-
MS APARTMENT ASSOCIATION Sum							100.00-
00077 MS CHILDREN'S HOME SOCIE	SHERRILL CEN	02017848	16000501	DAMAGE DEPOSIT REFUND	09/30/17	260122	100.00-
MS CHILDREN'S HOME SOCIE Sum							100.00-
00077 MS POWER COMPANY	9/17 COMM CN	00201724	16000497	MNTHLY ELEC-COMM CNTRS	09/30/17	260128	3,474.87-
MS POWER COMPANY Sum							3,474.87-
00077 WILLMUT GAS & OIL COMPAN	9/17 COMM CN	00201724	16000496	MNTHLY GAS-COMM CNTRS	09/30/17	260227	26.32-
WILLMUT GAS & OIL COMPAN Sum							26.32-
Sum							73,910.27-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 CITY OF HATTIESBURG FUND	TRF 3RD 9/17	02017861	16000170	TRF 3RD 9/17 PAYROLL	09/27/17	311589	6,460.23-
CITY OF HATTIESBURG FUND							6,460.23-
Sum							
00082 HAIR CREATIONS BY SHEILA	09/19/17	00173656	16000169	MICRO ENTERPRISE ASSIST PROG	09/22/17	311585	6,837.77-
HAIR CREATIONS BY SHEILA							6,837.77-
Sum							
00082 HOLLIMON CONSTRUCTION	09/19/17	00173661	16000166	401 MILTON BARNES AVE	09/22/17	311582	14,359.00-
00082 HOLLIMON CONSTRUCTION	09/19/17	00173658	16000167	708 MAMIE ST	09/22/17	311583	12,800.00-
00082 HOLLIMON CONSTRUCTION	09/19/17	00173657	16000168	610 CYPRESS ST	09/22/17	311584	11,000.00-
HOLLIMON CONSTRUCTION							38,159.00-
Sum							
00082 JONES, ROBERT	TRAV ADVANCE	00173472	16000164	TRAV ADV MACE CNF ROBINSONVLE	09/30/17	260093	424.30-
JONES, ROBERT							424.30-
Sum							
00082 MCMULLAN EQUIPMENT CO	377823	00172240	16000165	OIL CHANGE U#18711 FED/STATE	09/30/17	260110	32.68-
MCMULLAN EQUIPMENT CO							32.68-
Sum							
Sum							51,913.98-

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SPECIAL SALES TAX-T&A				09/20/17	112159	517,653.69-
00107	H'BURG CONVENTION	COMMIS FOOD/BEVERAG	02017836 16000024 FOOD/BEVERAGE TAX 8/17	09/20/17	112159	517,653.69-
H'BURG CONVENTION COMMIS						517,653.69-
Sum						517,653.69-
00107	H'BURG TOURISM COMMISSIO	MOTEL SALES	02017835 16000023 MOTEL SALES TAX 8/17	09/20/17	112158	44,175.71-
H'BURG TOURISM COMMISSIO						44,175.71-
Sum						44,175.71-
Sum						561,829.40

CITY OF HATTIESBURG
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Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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Grand Total Level
Sum

4,113,031.30-



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: October 3, 2017

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING SEPTEMBER 30, 2017

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	FORREST CTY INDUSTRIAL PARK	FILE #2017-774	20189		JC BELL LAND PURCHASE	10/2/17	112182	50,000.00

TOTAL 50,000.00

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda - Final

Tuesday, October 3, 2017

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI. - 19 and VI-20 at the request of the Administration as follows:

- VI.-19** [2017-782](#) Authorize suspension of all City of Hattiesburg permitting fees through December 31, 2017 for anyone affected by the 1/21/2017 tornado.
- VI.-20** [2017-779](#) Approve agreement between the City of Hattiesburg and 14th Colony Lamar MS, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

Attachments: [Sewer Agreement - 14th Colony](#)
 [executed Sewer Agreement - 14th Colony](#)



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-782

File ID: 2017-782

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 10/03/2017

Brief Title: Authorize suspension of all City of Hattiesburg permitting fees through December 31, 2017 for anyone affected by the 1/21/2017 tornado.

Final Action: 10/03/2017

Minute Book Number: MB2017-419

Title:

Authorize suspension of all City of Hattiesburg permitting fees through December 31, 2017 for anyone affected by the 1/21/2017 tornado.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/03/2017					
1	City Council	10/03/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize suspension of all City of Hattiesburg permitting fees through December 31, 2017 for anyone affected by the 1/21/2017 tornado.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-782

Title

Authorize suspension of all City of Hattiesburg permitting fees through December 31, 2017 for anyone affected by the 1/21/2017 tornado.

Summary

Authorize suspension of all City of Hattiesburg permitting fees through December 31, 2017 for anyone affected by the 1/21/2017 tornado.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2017-779

File ID: 2017-779

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/02/2017

Brief Title: Sewer Agreement with 14th Colony

Final Action: 10/03/2017

Minute Book Number: MB2017-419-420

Title:

Approve agreement between the City of Hattiesburg and 14th Colony Lamar MS, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-16

Sponsors:

Enactment Date:

Attachments: Sewer Agreement - 14th Colony, executed Sewer Agreement - 14th Colony

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council - Amendments to the Agenda	10/03/2017					
1	City Council	10/03/2017	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve agreement between the City of Hattiesburg and 14th Colony Lamar MS, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2017-779

Title

Approve agreement between the City of Hattiesburg and 14th Colony Lamar MS, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

Summary

Wastewater Treatment Agreement with 14th Colony Lamar MS, LLC



CITY OF HATTIESBURG RIGHT-OF-WAY PERMIT APPLICATION

Applicant Name and Title: Darion A. Pierce, member
Applicant Company: 14th Colony Hammer MS, LLC
Address: 6641 U.S. Hwy 98 West, Suite 100, Hattiesburg, MS 39402
Phone and Email Address: 601-264-6560 • darion@pierceandpierce.com
General Project Location and Scope: 5173 West 4th Street, Force
Main tie in to the city man hole.

In consideration of this permit being granted, said applicant does hereby agree to perform the work described above in accordance with the attached plans as approved by the City of Hattiesburg. Applicant does agree to the following terms and provisions:

- (a) Applicant is responsible for the installation, maintenance, operation and ownership of said facilities.
- (b) That the City of Hattiesburg does not purport to grant to said applicant any right, title, claim or easement in or upon said street or right-of-way appurtenant thereto.
- (c) That the City of Hattiesburg may at any time require and compel the removal, reconstruction or relocation of any facility or any appurtenance thereto herein described, shown or referred to, when the City of Hattiesburg deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the City of Hattiesburg is to be in no way liable.
- (d) Said applicant hereby expressly agrees for itself, its heirs, assigns and legal representatives, that upon request of the City of Hattiesburg, it will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the City of Hattiesburg. It is distinctly understood that said new location will be made or designated by the City of Hattiesburg after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the City of Hattiesburg will use all reasonable effort to avoid the

and edge of pavement; sidewalks and other structures; proposed facility location; and plans legend.

By signing this document, I the undersigned, do hereby agree to and understand the above mentioned terms and provisions.

Signature: Darion A. Pierce, member Date: 9/26/17
Printed: Darion A. Pierce, member

STATE OF Mississippi

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26th day of September, 2017, within my jurisdiction, the within named Darion A. Pierce acknowledged before me that (he) (she) (they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

Gaylyn Miller (NOTARY PUBLIC)

(SEAL)

My commission expires: _____



AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and 14th Colony hamer MS hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "*Domestic wastewater*" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) "*Fiscal year*" means the twelve (12) month period beginning October 1 of each year.
- (c) "*Hattiesburg*" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "*Industrial waste*" means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- (e) "*Month*" means calendar month.
- (f) "*Operation and maintenance expense*" means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) "*Person*" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "*Point of entry*" means the point at which wastewater enters Hattiesburg's wastewater collection system.
- (i) "*Wastewater*" means Domestic Wastewater.

- (j) "*Wastewater collection system*" means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- (k) "*Wastewater treatment facility*" means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. DISCHARGE. Business shall have permission to discharge Domestic Wastewater into Hattiesburg's wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

↓ Manhole Def

Section 2.02. POINT OF ENTRY. Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:

Sewer Manhole H-1000

Section 2.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business's disposal system to Hattiesburg's wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into Hattiesburg's system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business's sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. Business agrees to save and hold Hattiesburg harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception of Domestic Wastewater while title thereto remains in Business. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business's disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater

received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. METERING. At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. ADMISSIBLE DISCHARGES. Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of 10/3/17 and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from October 1, 2017, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year. Business understands and acknowledges that a subsequent Council of the City of Hattiesburg may void this Agreement since the current Council of the City of Hattiesburg cannot legally bind a subsequent Council.

Section 5.03. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 APPROVAL. Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 3 day of October, A.D. 2017

ATTEST:

City Clerk: Kermas Eaton

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
MAYOR: Toby Barker

ATTEST:

Gaylyn Miller
Witness: Gaylyn Miller

14th Colony Homes MS, LLC
By: Darren A. Pierce
Managing Member: Darren A. Pierce

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

SUBJECT
PROPERTY

Ada Dr

Gross Creek Pkwy

SEWER MANHOLE
TIE-IN LOCATION



A PLAT OF SURVEY FOR: DARIAN PIERCE

S 89°00'06" E 661.35' (R)
S 89°00'06" E 660.96' (S)

(BASIS OF BEARING)

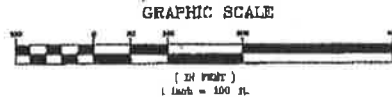
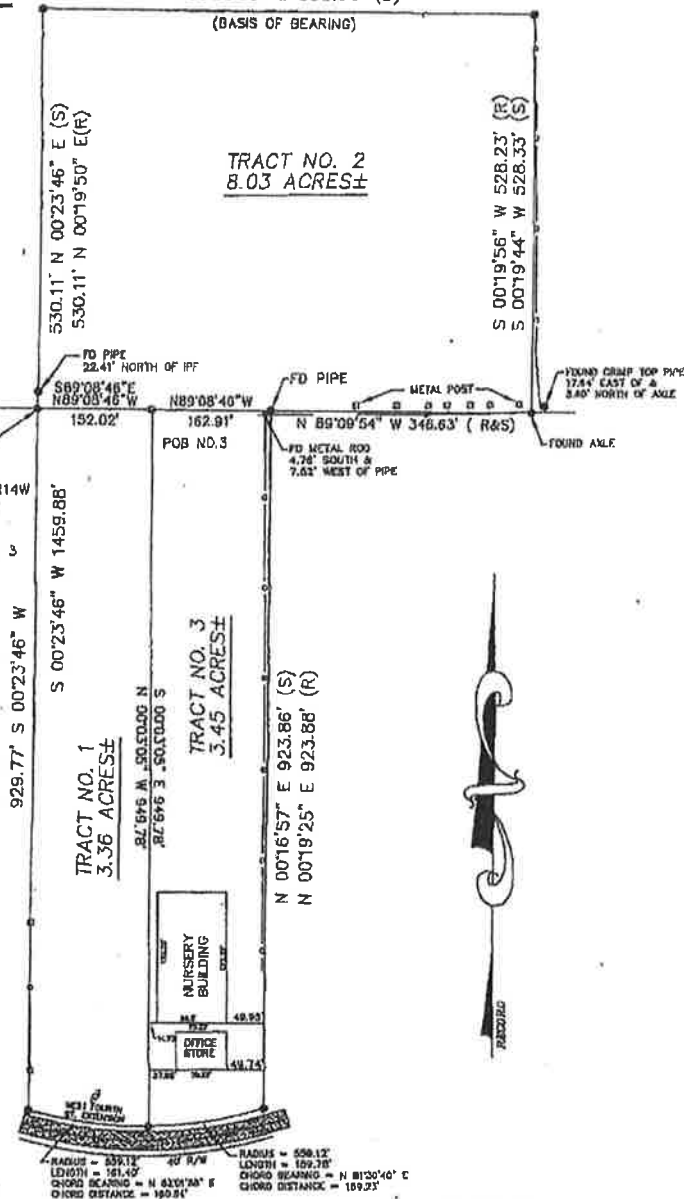
TRACT NO. 2
8.03 ACRES±

NW COR
SW 1/4-SW 1/4
SEC. 02, T4N, R14W
LAMAR CO. MS.
IPF
POB TRACT 2
POB TRACT 1 & 3

LEGAL DESCRIPTION: TRACT NO. 1: 3.36 ACRES MORE OR LESS. BEGIN AT A FOUND REBAR AT THE NW CORNER OF THE SW 1/4-SW 1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN SOUTH 00 DEG 23 MIN 46 SEC WEST 929.77 FEET TO A FOUND PIPE ON THE NORTH RIGHT OF WAY OF FOURTH STREET EXTENSION. THENCE RUN ALONG SAID NORTH RIGHT OF WAY ALONG A CURVE WITH THE FOLLOWING DIMENSIONS: A CHORD BEARING OF N 82°01'58" E, A CHORD DISTANCE OF 180.84 FEET, A RADIUS OF 558.12 FEET AND A LENGTH OF 181.40 FEET TO A SET REBAR. THENCE RUN NORTH 00 DEG 03 MIN 03 SEC WEST 949.78 FEET TO A SET REBAR. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC WEST 152.02 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 3.36 ACRES MORE OR LESS.

LEGAL DESCRIPTION: TRACT NO. 2: 8.03 ACRES MORE OR LESS. BEGIN AT A FOUND REBAR AT THE NW CORNER OF THE SW 1/4-SW 1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN NORTH 00 DEG 23 MIN 46 SEC EAST 530.11 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN SOUTH 89 DEG 00 MIN 06 SEC EAST 660.96 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN SOUTH 00 DEG 19 MIN 56 SEC WEST 528.23 FEET TO A FOUND CAR AXLE. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC WEST 346.63 FEET TO A FOUND ONE HALF INCH PIPE. THENCE E RUN NORTH 89 DEG 08 MIN 46 SEC WEST 314.83 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 8.03 ACRES MORE OR LESS.

LEGAL DESCRIPTION: TRACT NO. 3: 3.45 ACRES MORE OR LESS. COMMENCE AT A FOUND REBAR AT THE NW CORNER OF THE SW 1/4-SW 1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN SOUTH 89 DEG 08 MIN 46 SEC EAST 152.02 FEET TO THE POINT OF BEGINNING. THENCE RUN SOUTH 00 DEG 03 MIN 03 SEC EAST 949.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FOURTH STREET EXTENSION. THENCE RUN ALONG SAID NORTH RIGHT OF WAY ALONG A CURVE WITH THE FOLLOWING DIMENSIONS: A CHORD BEARING OF N 81°30'40" E, A CHORD DISTANCE OF 159.23 FEET, A RADIUS OF 559.12 FEET AND A LENGTH OF 159.78 FEET TO A SET REBAR. THENCE RUN NORTH 00 DEG 16 MIN 57 SEC EAST 923.86 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC EAST 102.91 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 3.45 ACRES MORE OR LESS.



LEGEND
 ○ - FENCE CORNER - METAL POST
 □ - POWER POLE
 ● - FOUND IRON PIN/PIPE
 ○ - SET IRON PIN

REFERENCE MATERIALS:
 - PLAT OF SURVEY FLYNT AND ASSOC. DATED 3-8-97
 - OWNERSHIP MAP
 - CHRIS MOORE WARRANTY DEED

NOTES
 - SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.
 - NO RECORD RESEARCH CONDUCTED FOR EASEMENTS OF ANY KIND.
 - ALL POWER LINES LOCATED BY FIELD MEASUREMENTS ONLY.

HAVARD LAND SURVEYING P.A. ANALYST & SURVEYOR IN MISSISSIPPI PL 2002 200-0000 - Exp. 01-01-2007	CHRIS MOORE PART OF SW 1/4-SW 1/4 SW 1/4-NW 1/4-SW 1/4 SECTION 2, T 4 N, R 14 W LAMAR COUNTY, MISSISSIPPI	
CLASS OF SURVEY: B SCALE: 1" = 100' DATE OF SURVEY: 10-14-04 DRAWN BY: MJM	COURSE DETERMINED BY: 20020000 FLOOD ZONE: "X" - 2807500000 4-7-95 DRAWN BY: MJM	

LEGAL DESCRIPTION

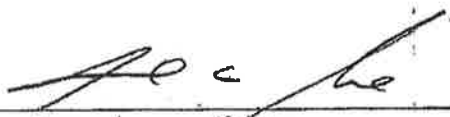
EXHIBIT "A"

TRACT 1: 3.36 acres, more or less. Begin at a found rebar at the NW corner of the SW1/4 - SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run South 00 degrees 23 minutes 46 seconds West 929.77 feet to a found pipe on the North right of way of Fourth Street Extension, thence run along said North right of way along a curve with the following dimensions: A chord bearing of North 82 degrees 01 minutes 58 seconds East, a chord distance of 160.84 feet, a radius of 559.12 feet and a length of 161.40 feet to a set rebar, thence run North 00 degrees 03 minutes 05 seconds West 949.78 feet to a set rebar, thence run North 89 degrees 08 minutes 46 seconds West 152.02 feet to the Point of Beginning, all containing 3.36 acres, more or less.

TRACT 2: 8.03 acres, more or less. Begin at a found rebar at the NW corner of the SW1/4 - SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run North 00 degrees 23 minutes 46 seconds East 530.11 feet to a found one half inch pipe, thence run South 89 degrees 00 minutes 06 seconds East 660.96 feet to a found one half inch pipe, thence run South 00 degrees 19 minutes 44 seconds West 528.33 feet to a found car axle, thence run North 89 degrees 09 minutes 54 seconds West 346.63 feet to a found one half inch pipe, thence East run North 89 degrees 08 minutes 46 seconds West 314.93 feet to the point of beginning, all containing 8.03 acres, more or less.

Signed for identification on this the 21 day of March, 2006.

MOORE & MOORE PROPERTIES, INC.


By Samuel C. Moore
Title: President



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 184 PAGE 738
INDEXED ✓ RECORDED ✓ ABSTRACTED ✓
Ann Davis D.C.

745

LEGAL DESCRIPTION

EXHIBIT "A"

3.45 acres, more or less. Commence at a found rebar at the NW corner of the SW1/4-SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run South 89 degrees 08 minutes 46 seconds East 152.02 feet to the Point of Beginning; thence run South 00 degrees 03 minutes 05 seconds East 949.78 feet to a point on the North right-of-way of Fourth Street Extension; thence run along said North Right-of-Way along a curve with the following dimensions: A chord bearing of North 81 degrees 30 minutes 40 seconds East, a Chord distance of 159.23 feet, a radius of 559.12 feet and a length of 159.78 feet to a set rebar; thence run North 00 degrees 16 minutes 57 seconds East 923.86 feet to a found one half inch pipe; thence run North 89 degrees 08 minutes 46 seconds East 162.91 feet to the Point of Beginning. All containing 3.45 acres, more or less.

Signed for identification on this the 21st day of March, 2006.

HOLLIE GARDENS, INC.


By Samuel C. Moore
Title: President



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 18-A PAGE 742
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Alan Davis D.C.

Commission or the Mississippi State Board of Health, whichever applies. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

E. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in sec. 21-23 (D) a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

F. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City of Hattiesburg.

G. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer.

H. When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 1837, sec. 3, 1-8-75)

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, en-

- trails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
 6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
 7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
 - (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
 8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
 9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
 10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
 11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
 12. Any waters or wastes exerting an excessive chlorine requirement;
 13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
 14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;

16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element	Concentration (mg/l)
Antimony	0.1
Arsenic	0.05
Barium	3.0
Beryllium	1.0
Bismuth	1.0
Boron	0.5
Cadmium	0.2
Calcium	8,000.0
Chromium (Hexavalent)	1.0
Chromium (Trivalent)	1.0
Total chromium	2.0
Cobalt	0.2
Iron	5.0
Lead	0.1
Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attract or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of the character of the influent and effluent as the latter may prescribe.

F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)



CITY OF HATTIESBURG RIGHT-OF-WAY PERMIT APPLICATION

Applicant Name and Title: Darion A. Pierce, member
Applicant Company: 14th Colony Levee MS, LLC
Address: 6641 U.S. Hwy 98 West, Suite 100, Hattiesburg, MS 39402
Phone and Email Address: 601-264-6560 • darion@pierceandson.com
General Project Location and Scope: 5173 West 14th Street, Force
main tie in to the city man hole.

In consideration of this permit being granted, said applicant does hereby agree to perform the work described above in accordance with the attached plans as approved by the City of Hattiesburg. Applicant does agree to the following terms and provisions:

- (a) Applicant is responsible for the installation, maintenance, operation and ownership of said facilities.
- (b) That the City of Hattiesburg does not purport to grant to said applicant any right, title, claim or easement in or upon said street or right-of-way appurtenant thereto.
- (c) That the City of Hattiesburg may at any time require and compel the removal, reconstruction or relocation of any facility or any appurtenance thereto herein described, shown or referred to, when the City of Hattiesburg deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the City of Hattiesburg is to be in no way liable.
- (d) Said applicant hereby expressly agrees for itself, its heirs, assigns and legal representatives, that upon request of the City of Hattiesburg, it will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the City of Hattiesburg. It is distinctly understood that said new location will be made or designated by the City of Hattiesburg after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the City of Hattiesburg will use all reasonable effort to avoid the

and edge of pavement; sidewalks and other structures; proposed facility location; and plans legend.

By signing this document, I the undersigned, do hereby agree to and understand the above mentioned terms and provisions.

Signature: Darion A. Pierce, member Date: 9/26/17

Printed: Darion A. Pierce, member

STATE OF Mississippi

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26th day of September, 2017, within my jurisdiction, the within named Darion A. Pierce acknowledged before me that ~~(he)~~ (she) (they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

Gaylyn Miller (NOTARY PUBLIC)

(SEAL)

My commission expires: _____



AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and 14th Colony Lane MS, LLC hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "*Domestic wastewater*" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) "*Fiscal year*" means the twelve (12) month period beginning October 1 of each year.
- (c) "*Hattiesburg*" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "*Industrial waste*" means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- (e) "*Month*" means calendar month.
- (f) "*Operation and maintenance expense*" means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) "*Person*" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "*Point of entry*" means the point at which wastewater enters Hattiesburg's wastewater collection system.
- (i) "*Wastewater*" means Domestic Wastewater.

- (j) *"Wastewater collection system"* means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- (k) *"Wastewater treatment facility"* means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. DISCHARGE. Business shall have permission to discharge Domestic Wastewater into Hattiesburg's wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

↓ Manhole DS

Section 2.02. POINT OF ENTRY. Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:

Sewer Manhole H-1000

Section 2.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business's disposal system to Hattiesburg's wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into Hattiesburg's system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business's sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. Business agrees to save and hold Hattiesburg harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception of Domestic Wastewater while title thereto remains in Business. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business's disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater

received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. **METERING.** At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. **UNIT OF MEASUREMENT.** The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. **ADMISSIBLE DISCHARGES.** Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of 10/3/17 and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from October 1, 2017, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year. Business understands and acknowledges that a subsequent Council of the City of Hattiesburg may void this Agreement since the current Council of the City of Hattiesburg cannot legally bind a subsequent Council.

Section 5.03. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 APPROVAL. Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

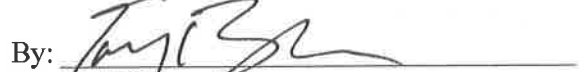
WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 3 day of October, A.D. 2017

ATTEST:



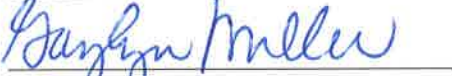
City Clerk: Kermas Eaton

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR: Toby Barker

ATTEST:



Witness: Gaylyn Miller

14th Colony Lagoon MS, LLC



Managing Member: Darrian A. Pierce

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

SUBJECT
PROPERTY

Ada Dr

Gross Creek Pkwy

SEWER MANHOLE
TIE-IN LOCATION



A PLAT OF SURVEY FOR: DARIAN PIERCE

S 89°00'06" E 661.35' (R)
S 89°00'06" E 660.96' (S)

(BASIS OF BEARING)

TRACT NO. 2
8.03 ACRES±

530.11' N 00°23'46" E (S)
530.11' N 00°19'50" E (R)

S 00°19'56" W 528.23' (R)
S 00°19'44" W 528.33' (S)

NW COR
SW1/4-SW1/4
SEC. 02, T4N, R14W
LAMAR CO. MS.
IPF
POB TRACT 2
POB TRACT 1 & 3

928.77' S 00°23'46" W

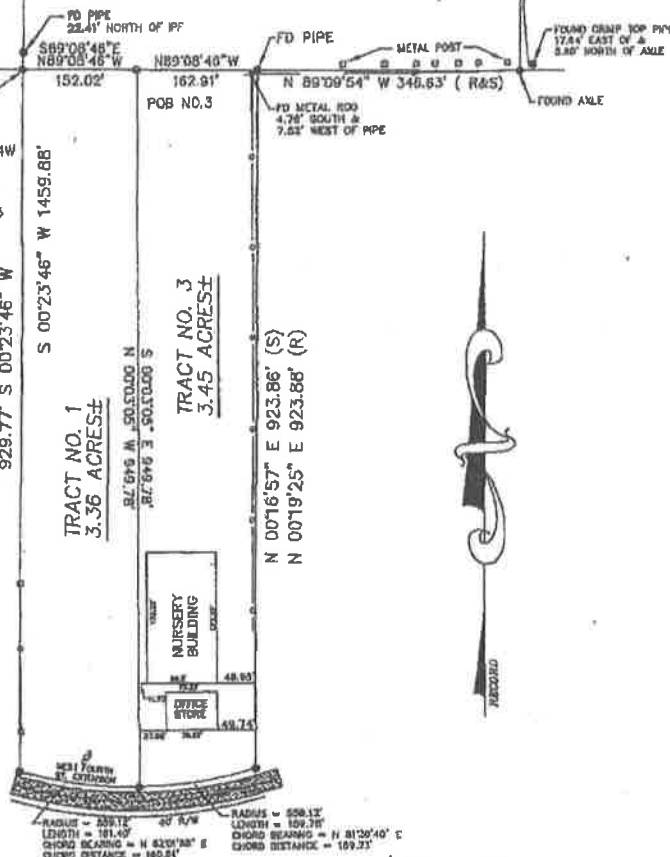
TRACT NO. 1
3.36 ACRES±

TRACT NO. 3
3.45 ACRES±

LEGAL DESCRIPTION: TRACT NO. 1: 3.36 ACRES MORE OR LESS. BEGIN AT A FOUND REBAR AT THE NW CORNER OF THE SW1/4-SW1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN SOUTH 00 DEG 23 MIN 46 SEC WEST 929.77 FEET TO A FOUND PIPE ON THE NORTH RIGHT OF WAY OF FOURTH STREET EXTENSION. THENCE RUN ALONG SAID NORTH RIGHT OF WAY ALONG A CURVE WITH THE FOLLOWING DIMENSIONS: A CHORD BEARING OF N 82°01'58" E, A CHORD DISTANCE OF 180.84 FEET, A RADIUS OF 559.12 FEET AND A LENGTH OF 181.40 FEET TO A SET REBAR. THENCE RUN NORTH 00 DEG 03 MIN 05 SEC WEST 949.78 FEET TO A SET REBAR. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC WEST 152.02 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 3.36 ACRES MORE OR LESS.

LEGAL DESCRIPTION: TRACT NO. 2: 8.03 ACRES MORE OR LESS. BEGIN AT A FOUND REBAR AT THE NW CORNER OF THE SW1/4-SW1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN NORTH 00 DEG 23 MIN 46 SEC EAST 530.11 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN SOUTH 89 DEG 00 MIN 05 SEC EAST 660.96 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN SOUTH 00 DEG 19 MIN 44 SEC WEST 528.33 FEET TO A FOUND CAR AXLE. THENCE RUN NORTH 89 DEG 08 MIN 54 SEC WEST 348.63 FEET TO A FOUND ONE HALF INCH PIPE. THENCE E RUN NORTH 89 DEG 08 MIN 46 SEC WEST 314.93 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 8.03 ACRES MORE OR LESS.

LEGAL DESCRIPTION: TRACT NO. 3: 3.45 ACRES MORE OR LESS. COMMENCE AT A FOUND REBAR AT THE NW CORNER OF THE SW1/4-SW1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN SOUTH 89 DEG 08 MIN 46 SEC EAST 152.02 FEET TO THE POINT OF BEGINNING. THENCE RUN SOUTH 00 DEG 03 MIN 05 SEC EAST 949.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FOURTH STREET EXTENSION. THENCE RUN ALONG SAID NORTH RIGHT OF WAY ALONG A CURVE WITH THE FOLLOWING DIMENSIONS: A CHORD BEARING OF N 81°30'40" E, A CHORD DISTANCE OF 159.23 FEET, A RADIUS OF 559.12 FEET AND A LENGTH OF 158.76 FEET TO A SET REBAR. THENCE RUN NORTH 00 DEG 16 MIN 57 SEC EAST 923.86 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC EAST 182.91 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 3.45 ACRES MORE OR LESS.



GRAPHIC SCALE

LEGEND

- - FENCE CORNER - METAL POST
- - POWER POLE
- - FOUND IRON PIN/PIPE
- - SET IRON PIN

REFERENCE MATERIALS:

- PLAT OF SURVEY FLYNT AND ASSOC. DATED 3-8-97
- OWNERSHIP MAP
- CHRIS MOORE WARRANTY DEED

NOTES

- SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.
- NO RECORD RESEARCH CONDUCTED FOR EASEMENTS OF ANY KIND.
- ALL POWER LINES LOCATED BY FIELD MEASUREMENTS ONLY.

HAVARD
LAND SURVEYING P.A.
4000 14th Avenue N.E.
Falmouth, Minnesota 55560
Ph: 800 894-0004 • Fax: 800 894-0005

CHRIS MOORE
PART OF SW1/4-SW1/4
SW1/4-NW1/4-SW1/4
SECTION 2, T 4 N, R 14 W
LAMAR COUNTY, MISSISSIPPI



CLASS OF SURVEY: S
SCALE: 1" = 100'
DATE OF SURVEY: 10-14-04
SURV: BY: MJM

BEARING DETERMINED BY: ALTIMETER
FLOOD ZONE: "X" - 2023000000 C 4-2-06
CURVE BY: MJM

741

LEGAL DESCRIPTION

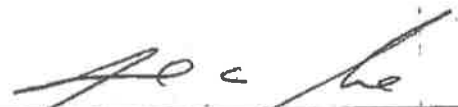
EXHIBIT "A"

TRACT 1: 3.36 acres, more or less. Begin at a found rebar at the NW corner of the SW1/4 - SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run South 00 degrees 23 minutes 46 seconds West 929.77 feet to a found pipe on the North right of way of Fourth Street Extension, thence run along said North right of way along a curve with the following dimensions: A chord bearing of North 82 degrees 01 minutes 58 seconds East, a chord distance of 160.84 feet, a radius of 559.12 feet and a length of 161.40 feet to a set rebar, thence run North 00 degrees 03 minutes 05 seconds West 949.78 feet to a set rebar, thence run North 89 degrees 08 minutes 46 seconds West 152.02 feet to the Point of Beginning, all containing 3.36 acres, more or less.

TRACT 2: 8.03 acres, more or less. Begin at a found rebar at the NW corner of the SW1/4 - SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run North 00 degrees 23 minutes 46 seconds East 530.11 feet to a found one half inch pipe, thence run South 89 degrees 00 minutes 06 seconds East 660.96 feet to a found one half inch pipe, thence run South 00 degrees 19 minutes 44 seconds West 528.33 feet to a found car axle, thence run North 89 degrees 09 minutes 54 seconds West 346.63 feet to a found one half inch pipe, thence East run North 89 degrees 08 minutes 46 seconds West 314.93 feet to the point of beginning, all containing 8.03 acres, more or less.

Signed for identification on this the 21 day of March, 2006.

MOORE & MOORE PROPERTIES, INC.


By Samuel C. Moore
Title: President



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 184 PAGE 738
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Ann Davis D.C.

745

LEGAL DESCRIPTION

EXHIBIT "A"

3.45 acres, more or less. Commence at a found rebar at the NW corner of the SW1/4-SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run South 89 degrees 08 minutes 46 seconds East 152.02 feet to the Point of Beginning; thence run South 00 degrees 03 minutes 05 seconds East 949.78 feet to a point on the North right-of-way of Fourth Street Extension; thence run along said North Right-of-Way along a curve with the following dimensions: A chord bearing of North 81 degrees 30 minutes 40 seconds East, a Chord distance of 159.23 feet, a radius of 559.12 feet and a length of 159.78 feet to a set rebar; thence run North 00 degrees 16 minutes 57 seconds East 923.86 feet to a found one half inch pipe; thence run North 89 degrees 08 minutes 46 seconds East 162.91 feet to the Point of Beginning. All containing 3.45 acres, more or less.

Signed for identification on this the 21st day of March, 2006.

HOLLIE GARDENS, INC.


By Samuel C. Moore
Title: President



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 18-A PAGE 742
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Ann Davis D.C.

Commission or the Mississippi State Board of Health, whichever applies. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

E. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in sec. 21-23 (D) a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

F. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City of Hattiesburg.

G. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer.

H. When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 1837, sec. 3, 1-8-75)

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, en-

trails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;

5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
 - (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
12. Any waters or wastes exerting an excessive chlorine requirement;
13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;

16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element	Concentration (mg/l)
Antimony	0.1
Arsenic	0.05
Barium	3.0
Beryllium	1.0
Bismuth	1.0
Boron	0.5
Cadmium	0.2
Calcium	8,000.0
Chromium (Hexavalent)	1.0
Chromium (Trivalent)	1.0
Total chromium	2.0
Cobalt	0.2
Iron	5.0
Lead	0.1
Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attract or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of the character of the influent and effluent as the latter may prescribe.

F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)