

City of Hattiesburg, MS

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



Meeting Agenda - Draft

Monday, August 15, 2016

4:00 PM

Council Chambers

City Council - Agenda Review

1. Agenda Review.
2. Citizens' Forum.

City of Hattiesburg, MS

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



Meeting Agenda - Final

Monday, August 15, 2016

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Remove Policy Agenda Item V. - 13 at the request of the Administration, and

Amend Policy Agenda Items V. - 14 and V. - 17 and Routine Agenda Items VI. - 5 and VI. - 6 at the request of the Administration as follows:

- V. - 14 [2016-2876](#) Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Attachments: [T&A Contract Agreement With City of Hburg 8-9-2016](#)
[Revised Tatum Contract, 8-16-16](#)
[executed Revised Tatum Contract, 8-16-16](#)

- V. - 17 [2016-2855](#) Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.

Attachments: [Right of Entry Agreement-Illinois Central RR](#)
[executed Right of Entry Agreement-Illinois Central RR](#)

- VI. - 5 [2016-2872](#) Approve the City's purchase of one grave space located in the South Half (S1/2) of the Northeast Quarter (NE 1/4), Lot 18, Section 30, Highland Cemetery, in the amount of \$175.00 from Tommie Massengale; authorize manual check for the same.

Attachments: [Buy Back \(Massengale\)](#)
[Deed, South Half, NE Quarter, Lot 18, Section 30, Highland Cemetery](#)
[Receipt, Massengale](#)

- VI. - 6 [2016-2871](#) Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) of Lot 100, Section 24, Highland Cemetery, in the amount of \$350.00 from Robert E. or Lois H. Probst; authorize manual check for the same.

Attachments: [Buy Back \(Probst\)](#)
[Deed, SE Quarter, Lot 100, Section 24, Highland Cemetery](#)
[Receipt, Probst](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-2876

File ID: 2016-2876

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

File Created: 08/10/2016

Brief Title: Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Final Action: 08/16/2016

Minute Book Number: MB2016-210

Title:

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Notes: Amendment per Lamar per conversation in Council office 8-12-16 (DKB).

Sponsors:

Enactment Date:

Attachments: T&A Contract Agreement With City of Hburg 8-9-2016, Revised Tatum Contract, 8-16-16, executed Revised Tatum Contract, 8-16-16

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	08/15/2016					
1	City Council	08/16/2016	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Council Vice President Dryden asked if the contract was corrected; the Clerk of Council verified that it was.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2016-2876

Title

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Summary

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



AGREEMENT FOR CONTRACTING SERVICES

BY AND BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

TATUM & ASSOCIATES,
ENVIRONMENTAL CONSULTING, LLC

This **AGREEMENT**, made this 1st day of **September 2016**, by and between **The City of Hattiesburg, Mississippi**, after this called "**OWNER**", and **Tatum & Associates Environmental Consulting, LLC**, having its principal place of business at 1350 Phillips Road, Jackson, Mississippi, and mailing address of Post Office Box 10796, Jackson, Mississippi 39289-0796, after this called the "**CONTRACTOR**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **CONTRACTOR** to provide professional contracting and consulting services. These services will be provided by **CONTRACTOR** upon receipt of executed individual task orders from the **OWNER**, which will contain specific project scopes, project requirements, and schedules for the work. The general scopes of work are attached, as well as other related and pertinent documents related to the project.

II. ADDITIONAL SERVICES

CONTRACTOR will provide services in accordance with the "General Terms and Conditions" attached to (**EXHIBITA**) and made a part of this **AGREEMENT**. The **OWNER** will pay **CONTRACTOR** for any additional services. For services of independent associates and consultants employed by **CONTRACTOR**, **OWNER** will pay **CONTRACTOR** the amount billed to **CONTRACTOR**. Performance of Additional Services and employment of independent professional associates and consultants by **CONTRACTOR** will require prior written authorization from **OWNER**. **CONTRACTOR** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **CONTRACTOR** an hourly (not-to-exceed \$35,000) fee. For amendments, refer to exhibit A #8. The fee will include Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at actual cost to **CONTRACTOR**. Other reimbursable expenses will be billed to **OWNER** at the **SUBCONTRACTOR**'s actual cost.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **CONTRACTOR**'s personnel engaged directly on the Project including, but not limited to, Contractors and all other professional, and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **CONTRACTOR** recognize that certain occasions may arise for which the methods of payment to **CONTRACTOR** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.



IV. **TIME SCHEDULE**

This AGREEMENT shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when: 1) a new contract is executed or 2) the OWNER shall determine that termination is in its best interest in accordance with Exhibit A.

V. **CHANGES TO AGREEMENT**

This AGREEMENT, along with documentation consisting of pages representing the complete AGREEMENT between OWNER and CONTRACTOR and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. **ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

The City of Hattiesburg, Mississippi

Tatum & Associates Environmental
Consulting, LLC

Johnny Dupree, PhD
Mayor

Gloria Tatum, CEO/PRESIDENT



EXHIBIT A

CONTRACTOR'S GENERAL TERMS AND CONDITIONS

1. **Relationship between Contractor and Owner.** Contractor shall serve as Owner's professional contracting consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Contractor shall not be considered to be the agent of the Owner.
2. **Responsibility of the Contractor.** Contractor will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. 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.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Owner and any other party concerning the Project, the Contractor shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures, of other Contractors or Subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Contractor be responsible for the acts or omissions of any Subcontractors, or for the failure of any Subcontractors or consultant not under contract to the Contractor, to carry out respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Owner shall determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. By recommending any payment, the Owner will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the Contractor's work.

3. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to requirements for the Project, including budgetary limitations.

Owner shall give prompt written notice to the Contractor whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services, or any defect or nonconformance in the work of the Contractor.

Owner shall examine all documents presented by Contractor, obtain advice of an attorney or other consultant as Owner deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Contractor.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Contractor in connection with any or all of the services furnished hereunder shall be the property of Owner. Contractor shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Contractor pursuant to this Agreement, are intended for use on the Project only. Contractor agrees they should not be used by Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Contractor, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.



7. **Opinions of Cost.** Since the Contractor has no control over the cost of labor, materials, equipment or services furnished by the Contractor, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Contractor cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions or estimates of costs.
8. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or Contracting time schedule adjustments; and Contractor and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Contractor's services are delayed by the Owner, or for other reasons beyond the Contractor's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Contractor may subcontract portions of the services, but each Contractor must be approved by Owner in writing.
11. **Suspension of Services.** Owner may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Contractor will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Owner will reimburse Contractor for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 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. This Agreement may be terminated by Owner, under the same terms, whenever Owner shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Contractor either before or after the termination date shall be reimbursed by Owner.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Contractor shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Contractor.

Owner shall indemnify and hold harmless Contractor from Contractor's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of Contractor and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to the Contractor, and the Contractor shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or the Contractor or their employees, agents or Owners, by reason of services rendered under this Agreement.



15. **Legal Proceedings.** In the event Contractor's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Contractor is not a party to such proceeding, Owner will compensate Contractor for its services and reimburse Contractor for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages Contractor to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Contractor shall endeavor to maintain workmen's compensation in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/\$1,000,000; and automotive liability insurance. Owner recognizes that insurance market is erratic and Contractor cannot guarantee to maintain the coverage's identified above.
20. **Payment.** Contractor shall submit monthly statements to Owner. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Contractor's services is not contingent on any factor except Contractor'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. If Contractor brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Contractor must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Contractor shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
21. **Force Majeure.** Neither Owner nor Contractor shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
22. **Compliance with Laws.** To the extent they apply to its employees or its services, the Contractor shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
23. **Separate Provisions.** If, any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Contractor.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and Contractor hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



EXHIBIT B

SCOPE OF WORK

Tasks to be performed by the Contractor will include the following:

TASK 1. Internal Meeting Participation

- A. Attend all-initiated meetings to facilitate internal communicate (i.e., relay feedback from the public, receive direction and/or task assignments) and to ensure coordination with on-going activities
- B. Participate in Owner and all other initiated meetings or phone calls as needed

TASK 2. Develop a schedule for public involvement activities

TASK 3. Develop Stakeholder Database

- A. Research existing materials
- B. Identify entities and update a stakeholder database expected to consist of the following key stakeholders
 - i. Planning/economic development organizations
 - ii. State, local and federal government officials
 - iii. Industry leaders
 - iv. Civic groups
 - v. Non-profit organizations
 - vi. Educational institutions
 - vii. Home-owners' associations or other identified groups
 - viii. Any disadvantaged and/or underserved individuals/communities
 - ix. Individual land/home owners
- C. Develop method of communication with key stakeholders

TASK 4. Develop Messaging

- A. Develop internal talking points
- B. Develop educational fact sheet(s) and graphics (such as maps and infographics) for dissemination



TASK 5: Engagement tasks will include the following and may be amended on an as-needed basis

- A. Working with Contractor and Owner, manage logistics of various meetings
 - i. Schedule date/time
 - ii. Determine location
 - iii. Print and disseminate informational materials
 - a. Posters
 - b. Fact sheets
 - c. Brochures/pamphlets
 - d. Comment sheets
 - e. Sign in sheets
 - iv. Provide meeting refreshments
 - v. Prepare and disseminate invitation to key stakeholders
 - vi. Hire stenographer (if needed)
 - vii. Rent equipment or facility
 - viii. Provide appropriate notification to general public
 - a. Media
 - b. Social media
 - c. Web site
 - d. Other as determined necessary
- B. Advise Contractor if focus group meeting(s)/availability session(s) are needed
- C. Assist with presentation of the project before the City of Hattiesburg elected officials and Forrest County Board of Supervisors
- D. Coordinate with the City of Hattiesburg's media relations team
- E. Facilitate sessions, capture comments/questions and provide information gathered from the public/stakeholders to the Contractor for review/comment
- F. Demonstrate consideration of comments received by developing responses
 - i. Post information/feedback on internet
 - ii. Provide information/feedback via social media if appropriate
 - iii. Provide information/feedback to media if appropriate
 - iv. Provide information/feedback to Contractor for documentation of responses

TASK 6. Attend meeting(s), public hearing and any special events (i.e. with media)



EXHIBIT C

PUBLIC & COMMUNITY ENGAGEMENT PLAN

A. Public relations

1. Develop talking points and messaging strategy
2. Compose website content and perform routine website maintenance
3. Develop content for literature, public service announcements, and press releases
4. News media prep and publicity push
5. Attend public hearings & special events
6. Serve as point of contact for third party public relations groups
7. Create public blog accounts to reinforce search engine dominance
8. Populate public blog accounts with strategic content and leads back to the main project website.

B. Social Media Management

1. Establish social media accounts and presence on the following platforms:
 - Instagram
 - Facebook
 - YouTube
 - Twitter
2. Setup and compose project & feedback updates
3. Message scheduling and planning
4. Set up and manage paid, targeted messaging campaigns
5. Develop message push strategies
6. Social media engagement tracking, analysis, and reporting
7. Emergency social media damage control

C. Community Engagement

1. Logistical management of community meetings
2. Scheduling
3. Meeting facility location and procurement
4. Implement key marketing services to promote meeting awareness
5. Develop content for informational and promotional materials to be distributed during meetings
6. Equipment Rental
7. Manage and procure food, beverage, and entertainment (if applicable)
8. Stakeholder invitation distribution
9. Coordination of third party news media & public relations teams during meetings or events
10. Project presentation as needed
11. Facilitate focus group meetings



D. Marketing & Media Production

1. Website Development

- a. Database driven content management system setup and integration
- b. Responsive coding and design philosophy
- c. Strategic imagery and design
- d. Search Engine Optimization (SEO)
- e. Targeted external search engine optimization (SEO)

2. Print Design

- f. Graphic design for marketing & outreach collateral
- g. Large format, standard, and non-standard signage
- h. Print brokering and procurement (if needed)
- i. Artistic direction

3. Audio/Video Production

- a. Indoor and outdoor videography
- b. Interviews & Documentary
- c. Lighting and sound setup
- d. Post production for television, YouTube, digital, and hard copy media
- e. Design & Special effects
- f. Radio production & editing
- g. On-location & studio recording

4. Planning, Presentation & Strategy

- a. Marketing campaign planning
- b. Creative direction
- c. PowerPoint presentation design



EXHIBIT D

FEE/RATE SCHEDULE

WEBSITE DEVELOPMENT - (ONE-TIME PAYMENT) \$5,850.00

Public Involvement Director	\$150.00
Senior Environmental Justice Coordinator	\$150.00
Graphic Artist	\$150.00
Community Involvement Coordinator	\$150.00
Community Engagement	\$125.00
Technical Writer	\$150.00
Web content development	\$150.00
Media Coordinator	\$175.00
Public Affairs Director	\$175.00
Environmental Justice Director	\$175.00
Event Planner	\$175.00
Meeting Facilitator	\$200.00
Public Relations	\$95.00
Social Media Management	\$75.00
Marketing & Media Production	\$125.00

FREQUENCY OF BILLING

- Tatum & Associates Environmental Consulting, LLC, will provide invoices on a monthly basis to the Owner
- Included separately with invoicing will be a time sheet and documentation of direct-cost expenses
- Sub subcontractor's time sheets and invoices will be available upon request





AGREEMENT FOR CONTRACTING SERVICES

BY AND BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

**TATUM & ASSOCIATES,
ENVIRONMENTAL CONSULTING, LLC**

This **AGREEMENT**, effective the 1st day of **September 2016**, by and between **The City of Hattiesburg, Mississippi**, after this called "**OWNER**", and **Tatum & Associates Environmental Consulting, LLC**, having its principal place of business at 1350 Phillips Road, Jackson, Mississippi, and mailing address of Post Office Box 10796, Jackson, Mississippi 39289-0796, after this called the "**CONTRACTOR**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **CONTRACTOR** to provide professional contracting and consulting services. These services will be provided by **CONTRACTOR** upon receipt of executed individual task orders from the **OWNER**, which will contain specific project scopes, project requirements, and schedules for the work. The general scopes of work are attached, as well as other related and pertinent documents related to the project.

II. ADDITIONAL SERVICES

CONTRACTOR will provide services in accordance with the "General Terms and Conditions" attached to (**EXHIBIT A**) and made a part of this **AGREEMENT**. The **OWNER** will pay **CONTRACTOR** for any additional services. For services of independent associates and consultants employed by **CONTRACTOR**, **OWNER** will pay **CONTRACTOR** the amount billed to **CONTRACTOR**. Performance of Additional Services and employment of independent professional associates and consultants by **CONTRACTOR** will require prior written authorization from **OWNER**. **CONTRACTOR** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **CONTRACTOR** an hourly rate per the fee/rate schedule on Exhibit D (total hourly fees not-to-exceed \$35,000 per year). For amendments, refer to exhibit A #8. The fee will include Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at actual cost to **CONTRACTOR**. Other reimbursable expenses will be billed to **OWNER** at the **SUBCONTRACTOR**'s actual cost.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **CONTRACTOR**'s personnel engaged directly on the Project including, but not limited to, Contractors and all other professional, and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **CONTRACTOR** recognize that certain occasions may arise for which the methods of payment to **CONTRACTOR** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.



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V. **CHANGES TO AGREEMENT**

This AGREEMENT, along with documentation consisting of pages representing the complete AGREEMENT between OWNER and CONTRACTOR and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. **ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the 16th day of August, A.D., 2016.

The City of Hattiesburg, Mississippi

Tatum & Associates Environmental Consulting, LLC

Johnny Dupree, PhD
Mayor

Gloria Tatum
CEO/PRESIDENT



EXHIBIT A

CONTRACTOR'S GENERAL TERMS AND CONDITIONS

1. **Relationship between Contractor and Owner.** Contractor shall serve as Owner's professional contracting consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Contractor shall not be considered to be the agent of the Owner.
2. **Responsibility of the Contractor.** Contractor will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. 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.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Owner and any other party concerning the Project, the Contractor shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures, of other Contractors or Subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Contractor be responsible for the acts or omissions of any Subcontractors, or for the failure of any Subcontractors or consultant not under contract to the Contractor, to carry out respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

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9. **Delays.** If the Contractor's services are delayed by the Owner, or for other reasons beyond the Contractor's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Contractor may subcontract portions of the services, but each Contractor must be approved by Owner in writing.
11. **Suspension of Services.** Owner may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Contractor will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Owner will reimburse Contractor for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 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. This Agreement may be terminated by Owner, under the same terms, whenever Owner shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Contractor either before or after the termination date shall be reimbursed by Owner.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Contractor shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Contractor.

Owner shall indemnify and hold harmless Contractor from Contractor's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of Contractor and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to the Contractor, and the Contractor shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or the Contractor or their employees, agents or Owners, by reason of services rendered under this Agreement.



15. **Legal Proceedings.** In the event Contractor's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Contractor is not a party to such proceeding, Owner will compensate Contractor for its services and reimburse Contractor for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages Contractor to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Contractor shall endeavor to maintain workmen's compensation in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/\$1,000,000; and automotive liability insurance. Owner recognizes that insurance market is erratic and Contractor cannot guarantee to maintain the coverage's identified above.
20. **Payment.** Contractor shall submit monthly statements to Owner. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Contractor's services is not contingent on any factor except Contractor'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. If Contractor brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Contractor must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Contractor shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
21. **Force Majeure.** Neither Owner nor Contractor shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
22. **Compliance with Laws.** To the extent they apply to its employees or its services, the Contractor shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
23. **Separate Provisions.** If, any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Contractor.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and Contractor hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



EXHIBIT B

SCOPE OF WORK

Tasks to be performed by the Contractor will include the following:

TASK 1. Internal Meeting Participation

- A. Attend all-initiated meetings to facilitate internal communicate (i.e., relay feedback from the public, receive direction and/or task assignments) and to ensure coordination with on-going activities
- B. Participate in Owner and all other initiated meetings or phone calls as needed

TASK 2. Develop a schedule for public involvement activities

TASK 3. Develop Stakeholder Database

- A. Research existing materials
- B. Identify entities and update a stakeholder database expected to consist of the following key stakeholders
 - i. Planning/economic development organizations
 - ii. State, local and federal government officials
 - iii. Industry leaders
 - iv. Civic groups
 - v. Non-profit organizations
 - vi. Educational institutions
 - vii. Home-owners' associations or other identified groups
 - viii. Any disadvantaged and/or underserved individuals/communities
 - ix. Individual land/home owners
- C. Develop method of communication with key stakeholders

TASK 4. Develop Messaging

- A. Develop internal talking points
- B. Develop educational fact sheet(s) and graphics (such as maps and infographics) for dissemination



TASK 5: Engagement tasks will include the following and may be amended on an as-needed basis

- A. Working with Contractor and Owner, manage logistics of various meetings
 - i. Schedule date/time
 - ii. Determine location
 - iii. Print and disseminate informational materials
 - a. Posters
 - b. Fact sheets
 - c. Brochures/pamphlets
 - d. Comment sheets
 - e. Sign in sheets
 - iv. Provide meeting refreshments
 - v. Prepare and disseminate invitation to key stakeholders
 - vi. Hire stenographer (if needed)
 - vii. Rent equipment or facility
 - viii. Provide appropriate notification to general public
 - a. Media
 - b. Social media
 - c. Web site
 - d. Other as determined necessary
- B. Advise Contractor if focus group meeting(s)/availability session(s) are needed
- C. Assist with presentation of the project before the City of Hattiesburg elected officials and Forrest County Board of Supervisors
- D. Coordinate with the City of Hattiesburg's media relations team
- E. Facilitate sessions, capture comments/questions and provide information gathered from the public/stakeholders to the Contractor for review/comment
- F. Demonstrate consideration of comments received by developing responses
 - i. Post information/feedback on internet
 - ii. Provide information/feedback via social media if appropriate
 - iii. Provide information/feedback to media if appropriate
 - iv. Provide information/feedback to Contractor for documentation of responses

TASK 6. Attend meeting(s), public hearing and any special events (i.e. with media)



EXHIBIT C

PUBLIC & COMMUNITY ENGAGEMENT PLAN

A. Public relations

1. Develop talking points and messaging strategy
2. Compose website content and perform routine website maintenance
3. Develop content for literature, public service announcements, and press releases
4. News media prep and publicity push
5. Attend public hearings & special events
6. Serve as point of contact for third party public relations groups
7. Create public blog accounts to reinforce search engine dominance
8. Populate public blog accounts with strategic content and leads back to the main project website.

B. Social Media Management

1. Establish social media accounts and presence on the following platforms:
 - Instagram
 - Facebook
 - YouTube
 - Twitter
2. Setup and compose project & feedback updates
3. Message scheduling and planning
4. Set up and manage paid, targeted messaging campaigns
5. Develop message push strategies
6. Social media engagement tracking, analysis, and reporting
7. Emergency social media damage control

C. Community Engagement

1. Logistical management of community meetings
2. Scheduling
3. Meeting facility location and procurement
4. Implement key marketing services to promote meeting awareness
5. Develop content for informational and promotional materials to be distributed during meetings
6. Equipment Rental
7. Manage and procure food, beverage, and entertainment (if applicable)
8. Stakeholder invitation distribution
9. Coordination of third party news media & public relations teams during meetings or events
10. Project presentation as needed
11. Facilitate focus group meetings



D. Marketing & Media Production

1. Website Development

- a. Database driven content management system setup and integration
- b. Responsive coding and design philosophy
- c. Strategic imagery and design
- d. Search Engine Optimization (SEO)
- e. Targeted external search engine optimization (SEO)

2. Print Design

- f. Graphic design for marketing & outreach collateral
- g. Large format, standard, and non-standard signage
- h. Print brokering and procurement (if needed)
- i. Artistic direction

3. Audio/Video Production

- a. Indoor and outdoor videography
- b. Interviews & Documentary
- c. Lighting and sound setup
- d. Post production for television, YouTube, digital, and hard copy media
- e. Design & Special effects
- f. Radio production & editing
- g. On-location & studio recording

4. Planning, Presentation & Strategy

- a. Marketing campaign planning
- b. Creative direction
- c. PowerPoint presentation design



EXHIBIT D

FEE/RATE SCHEDULE

WEBSITE DEVELOPMENT - (ONE-TIME PAYMENT)

\$5,850.00

Public Involvement Director	\$150.00
Senior Environmental Justice Coordinator	\$150.00
Graphic Artist	\$150.00
Community Involvement Coordinator	\$150.00
Community Engagement	\$125.00
Technical Writer	\$150.00
Web content development	\$150.00
Media Coordinator	\$175.00
Public Affairs Director	\$175.00
Environmental Justice Director	\$175.00
Event Planner	\$175.00
Meeting Facilitator	\$200.00
Public Relations	\$95.00
Social Media Management	\$75.00
Marketing & Media Production	\$125.00

FREQUENCY OF BILLING

- Tatum & Associates Environmental Consulting, LLC, will provide invoices on a monthly basis to the Owner
- Included separately with invoicing will be a time sheet and documentation of direct-cost expenses
- Sub subcontractor's time sheets and invoices will be available upon request





AGREEMENT FOR CONTRACTING SERVICES

BY AND BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

TATUM & ASSOCIATES,
ENVIRONMENTAL CONSULTING, LLC

This **AGREEMENT**, effective the **1st** day of **September 2016**, by and between **The City of Hattiesburg, Mississippi**, after this called "**OWNER**", and **Tatum & Associates Environmental Consulting, LLC**, having its principal place of business at 1350 Phillips Road, Jackson, Mississippi, and mailing address of Post Office Box 10796, Jackson, Mississippi 39289-0796, after this called the "**CONTRACTOR**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **CONTRACTOR** to provide professional contracting and consulting services. These services will be provided by **CONTRACTOR** upon receipt of executed individual task orders from the **OWNER**, which will contain specific project scopes, project requirements, and schedules for the work. The general scopes of work are attached, as well as other related and pertinent documents related to the project.

II. ADDITIONAL SERVICES

CONTRACTOR will provide services in accordance with the "General Terms and Conditions" attached to (**EXHIBIT A**) and made a part of this **AGREEMENT**. The **OWNER** will pay **CONTRACTOR** for any additional services. For services of independent associates and consultants employed by **CONTRACTOR**, **OWNER** will pay **CONTRACTOR** the amount billed to **CONTRACTOR**. Performance of Additional Services and employment of independent professional associates and consultants by **CONTRACTOR** will require prior written authorization from **OWNER**. **CONTRACTOR** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **CONTRACTOR** an hourly rate per the fee/rate schedule on Exhibit D (total hourly fees not-to-exceed \$35,000 per year). For amendments, refer to exhibit A #8. The fee will include Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at actual cost to **CONTRACTOR**. Other reimbursable expenses will be billed to **OWNER** at the **SUBCONTRACTOR**'s actual cost.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **CONTRACTOR**'s personnel engaged directly on the Project including, but not limited to, Contractors and all other professional, and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **CONTRACTOR** recognize that certain occasions may arise for which the methods of payment to **CONTRACTOR** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.



IV. **TIME SCHEDULE**

This AGREEMENT shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when: 1) a new contract is executed or 2) the OWNER shall determine that termination is in its best interest in accordance with Exhibit A.

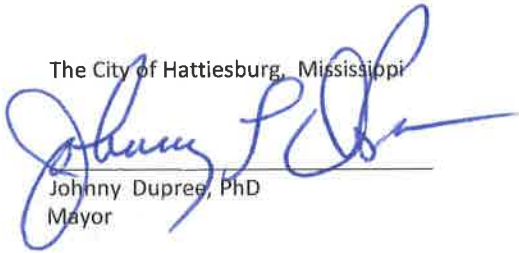
V. **CHANGES TO AGREEMENT**

This AGREEMENT, along with documentation consisting of pages representing the complete AGREEMENT between OWNER and CONTRACTOR and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. **ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the 16th day of August, A.D., 2016.

The City of Hattiesburg, Mississippi



Johnny Dupree, PhD
Mayor

Tatum & Associates Environmental Consulting, LLC

Gloria Tatum
CEO/PRESIDENT



EXHIBIT A

CONTRACTOR'S GENERAL TERMS AND CONDITIONS

1. **Relationship between Contractor and Owner.** Contractor shall serve as Owner's professional contracting consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Contractor shall not be considered to be the agent of the Owner.
2. **Responsibility of the Contractor.** Contractor will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. 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.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Owner and any other party concerning the Project, the Contractor shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures, of other Contractors or Subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Contractor be responsible for the acts or omissions of any Subcontractors, or for the failure of any Subcontractors or consultant not under contract to the Contractor, to carry out respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Owner shall determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. By recommending any payment, the Owner will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the Contractor's work.

3. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to requirements for the Project, including budgetary limitations.

Owner shall give prompt written notice to the Contractor whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services, or any defect or nonconformance in the work of the Contractor.

Owner shall examine all documents presented by Contractor, obtain advice of an attorney or other consultant as Owner deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Contractor.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Contractor in connection with any or all of the services furnished hereunder shall be the property of Owner. Contractor shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Contractor pursuant to this Agreement, are intended for use on the Project only. Contractor agrees they should not be used by Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Contractor, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.



7. **Opinions of Cost.** Since the Contractor has no control over the cost of labor, materials, equipment or services furnished by the Contractor, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Contractor cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions or estimates of costs.
8. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or Contracting time schedule adjustments; and Contractor and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Contractor's services are delayed by the Owner, or for other reasons beyond the Contractor's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Contractor may subcontract portions of the services, but each Contractor must be approved by Owner in writing.
11. **Suspension of Services.** Owner may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Contractor will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Owner will reimburse Contractor for the costs of such suspension and remobilization.
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Owner shall indemnify and hold harmless Contractor from Contractor's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of Contractor and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to the Contractor, and the Contractor shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or the Contractor or their employees, agents or Owners, by reason of services rendered under this Agreement.



15. **Legal Proceedings.** In the event Contractor's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Contractor is not a party to such proceeding, Owner will compensate Contractor for its services and reimburse Contractor for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages Contractor to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
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26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and Contractor hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



EXHIBIT B

SCOPE OF WORK

Tasks to be performed by the Contractor will include the following:

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- B. Participate in Owner and all other initiated meetings or phone calls as needed

TASK 2. Develop a schedule for public involvement activities

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- A. Research existing materials
- B. Identify entities and update a stakeholder database expected to consist of the following key stakeholders
 - i. Planning/economic development organizations
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 - ix. Individual land/home owners
- C. Develop method of communication with key stakeholders

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- A. Develop internal talking points
- B. Develop educational fact sheet(s) and graphics (such as maps and infographics) for dissemination



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 - iv. Provide meeting refreshments
 - v. Prepare and disseminate invitation to key stakeholders
 - vi. Hire stenographer (if needed)
 - vii. Rent equipment or facility
 - viii. Provide appropriate notification to general public
 - a. Media
 - b. Social media
 - c. Web site
 - d. Other as determined necessary
- B. Advise Contractor if focus group meeting(s)/availability session(s) are needed
- C. Assist with presentation of the project before the City of Hattiesburg elected officials and Forrest County Board of Supervisors
- D. Coordinate with the City of Hattiesburg's media relations team
- E. Facilitate sessions, capture comments/questions and provide information gathered from the public/stakeholders to the Contractor for review/comment
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 - iv. Provide information/feedback to Contractor for documentation of responses

TASK 6. Attend meeting(s), public hearing and any special events (i.e. with media)



EXHIBIT C

PUBLIC & COMMUNITY ENGAGEMENT PLAN

A. Public relations

1. Develop talking points and messaging strategy
2. Compose website content and perform routine website maintenance
3. Develop content for literature, public service announcements, and press releases
4. News media prep and publicity push
5. Attend public hearings & special events
6. Serve as point of contact for third party public relations groups
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8. Populate public blog accounts with strategic content and leads back to the main project website.

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2. Scheduling
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4. Implement key marketing services to promote meeting awareness
5. Develop content for informational and promotional materials to be distributed during meetings
6. Equipment Rental
7. Manage and procure food, beverage, and entertainment (if applicable)
8. Stakeholder invitation distribution
9. Coordination of third party news media & public relations teams during meetings or events
10. Project presentation as needed
11. Facilitate focus group meetings



D. Marketing & Media Production

1. Website Development

- a. Database driven content management system setup and integration
- b. Responsive coding and design philosophy
- c. Strategic imagery and design
- d. Search Engine Optimization (SEO)
- e. Targeted external search engine optimization (SEO)

2. Print Design

- f. Graphic design for marketing & outreach collateral
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- i. Artistic direction

3. Audio/Video Production

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- e. Design & Special effects
- f. Radio production & editing
- g. On-location & studio recording

4. Planning, Presentation & Strategy

- a. Marketing campaign planning
- b. Creative direction
- c. PowerPoint presentation design



EXHIBIT D

FEE/RATE SCHEDULE

WEBSITE DEVELOPMENT - (ONE-TIME PAYMENT) \$5,850.00

Public Involvement Director	\$150.00
Senior Environmental Justice Coordinator	\$150.00
Graphic Artist	\$150.00
Community Involvement Coordinator	\$150.00
Community Engagement	\$125.00
Technical Writer	\$150.00
Web content development	\$150.00
Media Coordinator	\$175.00
Public Affairs Director	\$175.00
Environmental Justice Director	\$175.00
Event Planner	\$175.00
Meeting Facilitator	\$200.00
Public Relations	\$95.00
Social Media Management	\$75.00
Marketing & Media Production	\$125.00

FREQUENCY OF BILLING

- Tatum & Associates Environmental Consulting, LLC, will provide invoices on a monthly basis to the Owner
- Included separately with invoicing will be a time sheet and documentation of direct-cost expenses
- Sub subcontractor's time sheets and invoices will be available upon request





City of Hattiesburg, MS

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

Master

File Number: 2016-2855

File ID: 2016-2855

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: Approve Right of Entry license agreement with Illinois Central Railroad

Final Action: 08/16/2016

Minute Book Number: MB2016-210-211

Title:

Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.

Notes: Amendment per Lamar per conversation in Council office 8-12-16 (DKB).

Sponsors:

Enactment Date:

Attachments: Right of Entry Agreement-Illinois Central RR, executed Right of Entry Agreement-Illinois Central RR

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	08/15/2016					
1	City Council	08/16/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2016-2855

Title

Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.

Summary

Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railroad Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to _____, (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of _____, Railroad Milepost _____, Subdivision for purposes related to _____ near _____, _____ on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit A, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$750.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO THE EXTENT LEGALLY PROVIDED IN STATE STATUTE, TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES,

ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- c. Commercial General Liability (occurrence form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Illinois Central Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430

Certificate Holder:

Illinois Central Railroad Company and its Parents
c/o CN Insurance Department
935 de La Gauchetiere St W
Montreal, Quebec
H3B 2M9, Canada

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with

the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on _____ .

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

John W. Dinning

Title: Manager of Public Works

ACCEPTED:

By: _____

Print Name: _____

Title: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
2. All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non Railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.
 - a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
 - b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements

and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be

conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical:	22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
Horizontal:	12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CN

(Hereinafter called "Railroad")
(Revised: Effective March 4, 2015)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Flat Rock, Michigan, Phone (734) 783-4533; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Cost for a cable locate is \$250.00, which is to be prepaid by check before installation is to begin.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services" form to be completed and submitted; including check for prepayment based on the number of days and hours flagman protection will be required.

Request for Flagging Services and Cable Location

Southern Region

Inquiries may be directed to:

Mary Ellen Carmody
US -Audit Officer CN
24002 Vreeland Road
Flat Rock, MI 48134
(734) 783-4533
maryellen.carmody@cn.ca

Date submitted: _____

I : _____ with : _____, am requesting that flagging
 (Name) (Company Name)

protection be provided for _____. Is this a continuation of an existing project? Yes ☐ No ☐
 (Project Name)

All blanks below must be completely filled in before any flagman request will be honored.

Project Location: _____

RR milepost _____ Street/Intersection: _____

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

**** You must have an agreement with CN railroad subsidiary, such as a Right of Entry, Permit or Formal Agreement and proof of insurance. You must have flagman protection before you can enter the property.**

Contractor's Contact Person: _____ Phone: _____

Anticipated # of Days Protection is needed : _____ Specific Dates Flagging needed: _____,

_____, _____, _____, _____, _____, _____, _____, _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____ hrs.*

* Flagmen start and end time may vary based on type of protection required.

Location for flagman to report: _____

Description of work to be performed _____

_____ Railroad Cable Locate Required? Yes ☐ No ☐

A prepayment check **MUST** be sent and received at the address shown at the top of this page before flagman protection will be scheduled. The amount of prepayment is based on the number of days and hours flagman protection is required. The base rate per day for flagman protection is \$1,300.00 for 10 hours, this includes 2 overtime hours to set flags. Additional overtime hours will be billed at the rate of \$150.00 per hour. Weekend and Holidays should be prepaid at the overtime rate of \$150.00 per hour or \$1,500.00 for 10 hours. Any Prepayment for overtime hours not used will be refunded. Cost for cable locate is \$250.00, and must be prepaid as well before installation begins. Separate checks should be sent for cable locate and flagging protection. Checks should be made payable to the railroad subsidiary listed on your Right of Entry, Permit or Formal Agreement.

A Prepayment check and Proof of Insurance **MUST** accompany this form and be received prior to the beginning of this project. Flagman will be provided at your cost, depending on availability, within five (5) business days.

If the project runs longer than originally anticipated, MaryEllen Carmody must be contacted by email and an additional check must be submitted before work can resume. Rates are Effective August 1st 2013. New form address effective March 4, 2015.

****ALL blanks must be completely filled****

Billing Information:

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____
 (REQUIRED)

I agree to pay for flagging services as requested: _____

• (SIGN AND PRINT NAME)

Attach a map and location information and mail this form with prepayment and proof of insurance to Mary Ellen Carmody at the above address.

EXHIBIT A

IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railroad Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to _____, (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of _____, Railroad Milepost _____, Subdivision for purposes related to _____ near _____, _____ on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit A, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$750.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO THE EXTENT LEGALLY PROVIDED IN STATE STATUTE, TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES,

ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- c. Commercial General Liability (occurrence form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Illinois Central Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430

Certificate Holder:

Illinois Central Railroad Company and its Parents
c/o CN Insurance Department
935 de La Gauchetiere St W
Montreal, Quebec
H3B 2M9, Canada

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with

the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on _____.

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

John W. Dinning

Title: Manager of Public Works

ACCEPTED:

By: _____

Print Name: Johnny L. DuPre

Title: Mayor

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
2. All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non Railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.
 - a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
 - b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s), and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations. The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements

and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be

conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: Johnny L. DuPree

REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CN

**(Hereinafter called "Railroad")
(Revised: Effective March 4, 2015)**

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Flat Rock, Michigan, Phone (734) 783-4533; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Cost for a cable locate is \$250.00, which is to be prepaid by check before installation is to begin.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services" form to be completed and submitted; including check for prepayment based on the number of days and hours flagman protection will be required.

Request for Flagging Services and Cable Location Southern Region

Inquiries may be directed to:

Mary Ellen Carmody
US -Audit Officer CN
24002 Vreeland Road
Flat Rock, MI 48134
(734) 783-4533
maryellen.carmody@cn.ca

Date submitted: _____

I: _____ with: _____, am requesting that flagging
(Name) (Company Name)

protection be provided for _____ Is this a continuation of an existing project? Yes ☐ No ☐
(Project Name)

All blanks below must be completely filled in before any flagman request will be honored.

Project Location: _____

RR milepost _____ Street/Intersection: _____

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

**** You must have an agreement with CN railroad subsidiary, such as a Right of Entry, Permit or Formal Agreement and proof of insurance. You must have flagman protection before you can enter the property.**

Contractor's Contact Person: _____ Phone: _____

Anticipated # of Days Protection is needed: _____ Specific Dates Flagging needed: _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____ hrs.*
* Flagmen start and end time may vary based on type of protection required.

Location for flagman to report: _____

Description of work to be performed _____

Railroad Cable Locate Required? Yes ☐ No ☐

A prepayment check **MUST** be sent and received at the address shown at the top of this page before flagman protection will be scheduled. The amount of prepayment is based on the number of days and hours flagman protection is required. The base rate per day for flagman protection is \$1,300.00 for 10 hours, this includes 2 overtime hours to set flags. Additional overtime hours will be billed at the rate of \$150.00 per hour. Weekend and Holidays should be prepaid at the overtime rate of \$150.00 per hour or \$1,500.00 for 10 hours. Any Prepayment for overtime hours not used will be refunded. Cost for cable locate is \$250.00, and must be prepaid as well before installation begins. Separate checks should be sent for cable locate and flagging protection. Checks should be made payable to the railroad subsidiary listed on your Right of Entry, Permit or Formal Agreement.

A Prepayment check and Proof of Insurance **MUST** accompany this form and be received prior to the beginning of this project. Flagman will be provided at your cost, depending on availability, within five (5) business days.

If the project runs longer than originally anticipated, MaryEllen Carmody must be contacted by email and an additional check must be submitted before work can resume. Rates are Effective August 1st 2013. New form address effective March 4, 2015.

****ALL blanks must be completely filled****

Billing Information:

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____ (REQUIRED)

I agree to pay for flagging services as requested: _____

(SIGN AND PRINT NAME)

Attach a map and location information and mail this form with prepayment and proof of insurance to Mary Ellen Carmody at the above address.

EXHIBIT A



City of Hattiesburg, MS

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

Master

File Number: 2016-2872

File ID: 2016-2872

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Grave space buy back, S 1/2 of NE 1/4, Lot 18, Section 30.

Final Action:

Minute Book Number: MB2016-214

Title:

Approve the City's purchase of one grave space located in the South Half (S1/2) of the Northeast Quarter (NE 1/4), Lot 18, Section 30, Highland Cemetery, in the amount of \$175.00 from Tommie Massengale; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Buy Back (Massengale), Deed, South Half, NE Quarter, Lot 18, Section 30, Highland Cemetery, Receipt, Massengale

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:
2	City Council - Amendments to the Agenda	08/15/2016					
1	City Council	08/16/2016					
2	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2872

Title

Approve the City's purchase of one grave space located in the South Half (S1/2) of the Northeast Quarter (NE 1/4), Lot 18, Section 30, Highland Cemetery, in the amount of \$175.00 from Tommie Massengale; authorize manual check for the same.

Summary

Grave space buy back, S 1/2 of NE 1/4, Lot 18, Section 30.

Budget Information

Expenditure Type

Purchasing Item

Original purchase found at Minute Book 2009-4 pages 119-132.

Publication Information

Turned in to City Hall
6/30/16
DB

Date: June 30, 2016

To whom it may concern:

I, Tommie Massengale am requesting to sell back (1) grave space

(s) located at Highland Cemetery, in Section 30, Lot 18, S $\frac{1}{2}$ of the NE $\frac{1}{4}$, to the

City of Hattiesburg, which was purchased on 05 08, 2009 at the price of

\$ 175.⁰⁰ per grave space.

Sincerely,

Tommie J. Massengale

143 Beverly Hills Loop

Petal, MS. 39465

601-582-9566-HM

601-268-1563-WK

Ok Deborah Brown
6/30/16

mail to:
143 Beverly Hill
Pet., MS 39465

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-8- 2009

SOLD TO:

Mr. Mrs. Miss

William Ker Tommie Messersmith
ADDRESS 205 Bay Street Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 18 14 Section No. 30 in Hilland Cemetery
SE 1/4 Lot 6 Price per grave space \$ 175.00

Number of grave spaces

Price Received \$ 1050.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Walter K. Hatten
Supt. of City Cemeteries

check 2224

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 ONE THOUSAND FIFTY AND NO/100 Dollars (\$1,050.00), 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 William K. or Tommie Massengale, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:
East Half (E1/2)

Lot Number: 18 Of Section Number: 30

Southeast Quarter(SE 1/4)

Lot 14 Section 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
six (6) 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 July, 2009.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

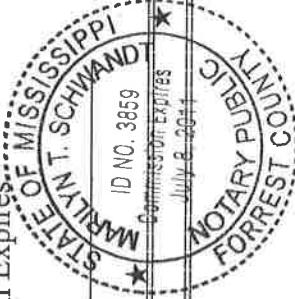
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers 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 July, 2009.

My Commission Expires:

Marlene T. Schwand
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

MB 2009-4/119-132

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FIFTY AND NO/100 Dollars (\$1,050.00), 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 William K. or Tommie Massengale, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number: 18

Section Number: 30

Of

Southeast Quarter(SE 1/4)

Lot 14

Section 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
six (6) 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 July, 2009.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPre
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers 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 July, 2009.

My Commission Expires:

Marlyn T. Schwand
NOTARY PUBLIC



mail to:
143 Beverly Hills
Petah. MS 39465

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-8- 2009

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SEK 1/4 Lot No. 18 Section No. 30 in Highland Cemetery
Number of grave spaces 6 Price per grave space \$ 125.00

Price Received \$ 1250.00

check 2224

CITY OF HATTIESBURG, MISSISSIPPI

By

Walter K. Hunter
Supt. of City Cemeteries



City of Hattiesburg, MS

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

Master

File Number: 2016-2871

File ID: 2016-2871

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Grave buyback, SE 1/4 of Lot 100, Section 24, Highland Cemetery.

Final Action:

Minute Book Number: MB2016-214

Title:

Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) of Lot 100, Section 24, Highland Cemetery, in the amount of \$350.00 from Robert E. or Lois H. Probst; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Buy Back (Probst), Deed, SE Quarter, Lot 100, Section 24, Highland Cemetery, Receipt, Probst

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:
2	City Council - Amendments to the Agenda	08/15/2016					
1	City Council	08/16/2016					
2	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2871

Title

Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) of Lot 100, Section 24, Highland Cemetery, in the amount of \$350.00 from Robert E. or Lois H. Probst; authorize manual check for the same.

Summary

Grave buyback, SE 1/4 of Lot 100, Section 24, Highland Cemetery.

Budget Information

Expenditure Type

Purchasing Item

Original purchase recorded at MB 2006-2/247-262.

Publication Information

Turned in 8/8/16
DB

Date: August 08, 2016

To whom it may concern:

We, Robert E. OR Lois H. Probst are requesting to sell back 2 grave space

(s) located at Highland Cemetery, in Section 24, Lot 100, — 1/2 of the SE 1/4, to the

City of Hattiesburg, which was purchased on March 02, 2006 at the price of

\$ 175.⁰⁰ per gave space. Total due \$ 350.⁰⁰

Sincerely,

Robert E Probst
Lois Ann aka De Probst

OK D. Burre
8/8/16

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Mail to:
1184 Graham Rd
Sumner, MS 39482

Hattiesburg, Miss., 3-2-06

SOLD TO:

Mr. Mrs. Miss

Robert E. & Lois H. Robt

ADDRESS

1305 West 9th St
Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/4 Lot No.

100

Section No.

24

in

Highland

Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supl. of City Cemeteries

check 667

Price Received \$

350.00

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 Robert E. or Lois A. Probst, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¹/₄)

Lot Number : 100

Section Number: 24

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 4th day of April, 2006.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
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, Johnny L. DuFree and Eddie R. Myers, 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 4th day of April, 2006.

My Commission Expires:

Notary Public
Eddie R. Myers

Notary Public

MB 2006-2/247262

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 Robert E. or Lois A. Probst, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE $\frac{1}{4}$)

Lot Number : 100

Section Number: 24

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 4th day of April, 2006.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 4th day of April, 2006.

My Commission Expires: 04/01/2008
Eddie R. Myers, City Clerk

Johnny L. DuPree
NOTARY PUBLIC

Mailed to
1124 Graham Rd
Summit, MS 39482
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-2-20

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

Lot No.

Section No.

in

Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries