

City of Hattiesburg, MS

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



Meeting Agenda - Final

Monday, October 2, 2017

4:00 PM

Council Chambers

City Council - Appeal Public Hearing

1. [2017-761](#) Hold a Public Hearing for the appeal filed by Don Brewster, Owner, to appeal the decision made August 9, 2017, by the Hattiesburg Historic Conservation Commission regarding the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Attachments: [Appeal request_Brewster_503 S 22nd Ave](#)
 [Public Notice - Public Hearing - Brewster 503 S 22nd AVE](#)



City of Hattiesburg, MS

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

Master

File Number: 2017-761

File ID: 2017-761

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 09/25/2017

Brief Title: Hold Appeal Hearing - 503 S. 22nd Avenue

Final Action:

Minute Book Number:

Title: Hold a Public Hearing for the appeal filed by Don Brewster, Owner, to appeal the decision made August 9, 2017, by the Hattiesburg Historic Conservation Commission regarding the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Notes:

Agenda Date: 10/02/2017

Indexes:

Agenda Number: 1.

Sponsors:

Enactment Date:

Attachments: Appeal request_Brewster_503 S 22nd Ave, Public Notice - Public Hearing - Brewster 503 S 22nd Ave

Enactment Number:

Contact:

Meeting Date: 10/02/2017

Drafter: Russell Archer

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Appeal Public Hearing	10/02/2017					
	Action Text: [Discussion here]						

Text of Legislative File 2017-761

Title

Hold a Public Hearing for the appeal filed by Don Brewster, Owner, to appeal the decision made August 9, 2017, by the Hattiesburg Historic Conservation Commission regarding the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Summary

Hold Appeal Hearing - 503 S. 22nd Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FAX

TO: Ginger Maddox, Planning Manager

Dept. of Urban Development

P.O. Box 1898

Hattiesburg, MS 39403

601.554.1031 or Fax 601.545.1962

FROM: Don Brewster and Sharon Brewster

503 South 22Ave.

Hattiesburg, MS 39401

Mailing Address: 72535 Goldfinch Street

Covington, LA. 70435

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

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

2 PAGES INCLUDING COVER PAGE

FILED

AUG 17 2017

BY  CITY CLERK
DEPUTY CLERK



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

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION
DECISION**

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

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

Don Brewster
Petitioner (signature)

Sharon Brewster
Petitioner (signature)

FILED

AUG 17 2017

CITY CLERK
BY *Cecilia W. Jones*
DEPUTY CLERK

PUBLIC HEARING

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

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

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

City of Hattiesburg, MS

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



Meeting Agenda - Draft

Monday, October 2, 2017

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, October 2, 2017

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Remove the September 18 and 19, 2017, Council meetings from the list of minutes to be approved.

Add Policy Agenda Items VI. - 15 - VI. - 17 at the request of the Administration as follows:

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

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

- VI.-16** [2017-779](#) Approve agreement between the City of Hattiesburg and 14th Colony Lamar MS, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

Attachments: [Sewer Agreement - 14th Colony](#)
[executed Sewer Agreement - 14th Colony](#)

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

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

(Removed from amendments page 8-2-17 immediately prior to Agenda Review)

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

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

And, Add Policy Agenda Item VI.-18 at the request of the Council as follows:

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

Attachments: [Field Family Fest flyer](#)



City of Hattiesburg, MS

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

Master

File Number: 2017-772

File ID: 2017-772

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/27/2017

Brief Title: Professional Services Agreement for requested services related to Timberton Softball Complex.

Final Action: 10/03/2017

Minute Book Number: MB2017-418

Title:

Authorize Mayor to execute Professional Services Agreement with Neel-Schaffer, Inc for all requested services related to the Timberton Softball Complex.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-15

Sponsors:

Enactment Date:

Attachments: Timberton Softball Complex, revised final_Engineering Agreement 10-3-17, executed Timberton Softball Complex, revised final_Engineering Agreement 10-3-17

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council	10/03/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Authorize Mayor to execute Professional Services Agreement with Neel-Schaffer, Inc for all requested services related to the Timberton Softball Complex.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2017-772

Title

Authorize Mayor to execute Professional Services Agreement with Neel-Schaffer, Inc for all requested services related to the Timberton Softball Complex.

Summary

Professional Services Agreement- Neel-Schaffer for requested services related to Timberton Softball Complex.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF HATTIESBURG, MS

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on _____, 20____, between

The City of Hattiesburg, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER**.

The **OWNER** intends to contract with the Engineer to provide all requested services related to the Timberton Softball Complex, which is described in more detail in **Exhibit A, Project Description**, and hereinafter called the “**Project**.”

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** with respect to the **Project** and the payment for these services by the **OWNER** as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER's RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards

which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that

affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless

multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit E, "Payments to Engineer."**

5.2. **Times of Payment.** **ENGINEER** shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon **ENGINEER's** estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this **Agreement**. **OWNER** shall make prompt monthly payments in response to **ENGINEER's** monthly statements.

5.3. **Delinquent Payments.** The **OWNER** recognizes time is critical with respect to payment of the **ENGINEER's** statements, and that timely payment is a material part of the consideration of this **Agreement**. **ENGINEER's** statements shall be due and payable within 45 calendar days of statement date.

If **OWNER** objects to all or any portion of an invoice, **OWNER** shall notify the **ENGINEER** within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If **OWNER** fails to make any payment due **ENGINEER** for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of **ENGINEER's** statement, the amounts due **ENGINEER** shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by **OWNER** or **ENGINEER** under Paragraph 6.2, **OWNER** shall pay **ENGINEER** for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to **ENGINEER's** compensation will be kept

in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and

specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER**

shall have the right to retain copies of all documents for his files.

6.4.2. Deleted

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$1,000,000.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right

to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Deleted**

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.11. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation

or the period of service, then the compensation and/or period of service can be renegotiated.

6.12. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.13. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.14. **Risk Allocation.** The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$1,000,000 or the

ENGINEER's total fee for services rendered on this project, whichever is greater.

6.15. **Period of Repose.** Any applicable statute of limitations shall be in accordance to the State Laws of Mississippi.

6.16. **Hazardous Materials.**

6.16.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.16.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

6.17. **Subsurface Conditions and Utilities.**

6.17.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.17.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.18. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract

Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.20.1 Professional Quality. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other professional services furnished by the **ENGINEER** under this Agreement. The

ENGINEER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other professional services, and shall be liable to **OWNER** as a result of such errors or omissions

6.19. Value Engineering. If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The

ENGINEER shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.20. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.21. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.22. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.23. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.24. The **ENGINEER** authorizes Michael W. Essary, Registered

Professional Engineer No. #11856 in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract

price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Programming Stage Description."

8.2.3. Exhibit C, "Future Scope Description."

8.2.4. Exhibit D, "Project Schedule."

8.2.5. Exhibit E, "Payments to Engineer."

8.2.6. Exhibit F, "Project Boundary."

8.3. This **Agreement**, consisting of Pages 1 to 14, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

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

OWNER: CITY OF HATTIESBURG, MS

ENGINEER: NEEL-SCHAFFER, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

WITNESS: _____

WITNESS: _____

EXHIBIT A

PROJECT DESCRIPTION

The Timberton Softball Complex suffered damage as a result of the January 21, 2017 tornado weather event. The complex consists of six (6) softball fields, three (3) buildings, parking, walking trail and various other site amenities.

The Project includes the provision of engineering services to the City of Hattiesburg associated with the Timberton Softball Complex as shown in Exhibit F “Project Boundary”. The contract includes the Programming Stage described in Exhibit B “Scope of Programming Stage Description”. Additional phases such as Construction Documents/Bidding and Construction Administration can be added as requested by the City of Hattiesburg.

EXHIBIT B

SCOPE OF PROGRAMMING STAGE SERVICES

1 PROGRAMMING STAGE

After execution of the Agreement, the Programming Stage will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project such as the FEMA Subgrant Application and associated quotes and cost estimate.
- 1.3 Analyze the Timberton Softball Complex to identify and document any damage, scope of work or other items not included in the FEMA Subgrant Application and assign justifiable cost to those items.
- 1.4 Create a document that includes a civil, structural, electrical, mechanical and plumbing report. The document will also include FEMA Subgrant Application cost revisions and new scope of work cost with justification.
- 1.5 Furnish one copy of above draft document to **OWNER** for review
- 1.6 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.7 Modify draft document as necessary to reflect **OWNER's** comments.
- 1.8 Furnish two (2) sets of the above final document, one to the **OWNER** and one directly to the **City Council**, for review and approval.

Exhibit D **Project Schedule**

Task	September					October					November					December				
Programming Stage						CA						C								

CA

Contract approved at October 3 City Council Meeting

C

Programming Stage complete.

EXHIBIT E

PAYMENTS TO ENGINEER

1.1 For Basic Services

Owner will pay **ENGINEER** for Basic Services rendered under Section 1 to not exceed the ***Engineering and Design Services of Average Complexity Curve B***, as supplemented by Exhibit B, "Scope of Programming Stage Description" and Exhibit C-D, "Future Scope Description", the following amounts:

1.1.1 For Programing Stage. A lump sum fee of **\$17,211.00**. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Programming Stage.

1.1.2 For Construction Documents & Bidding. A lump sum fee of \$ _____. Payments to **ENGINEER** for Final Design Phase shall be made in accordance with the provisions of paragraph 5.2 of this agreement.

1.1.3 For Construction Administration. A lump sum fee of \$ _____. This fee is based on a construction contract period consisting of ____ days. If this period is extended, through no fault of the **ENGINEER**, then the lump sum fee will be increased by \$ ____ per day. Payments to **ENGINEER** for Construction Phase shall be made in accordance with the provisions of paragraph 5.2 of this **Agreement**.

1.1.4 For Additional Services. (Suggested wording.) **OWNER** shall pay **ENGINEER** for *Additional Services rendered under Section 2 on the basis of ENGINEER's Direct Labor Costs times a factor of 2.9 plus Reimbursable Expenses. Payments to ENGINEER for Additional Services shall be made in accordance with paragraph 5.2 of this Agreement. In addition to these Additional Services specified under Section 2 of this Agreement, the following shall be considered as Additional Services:*

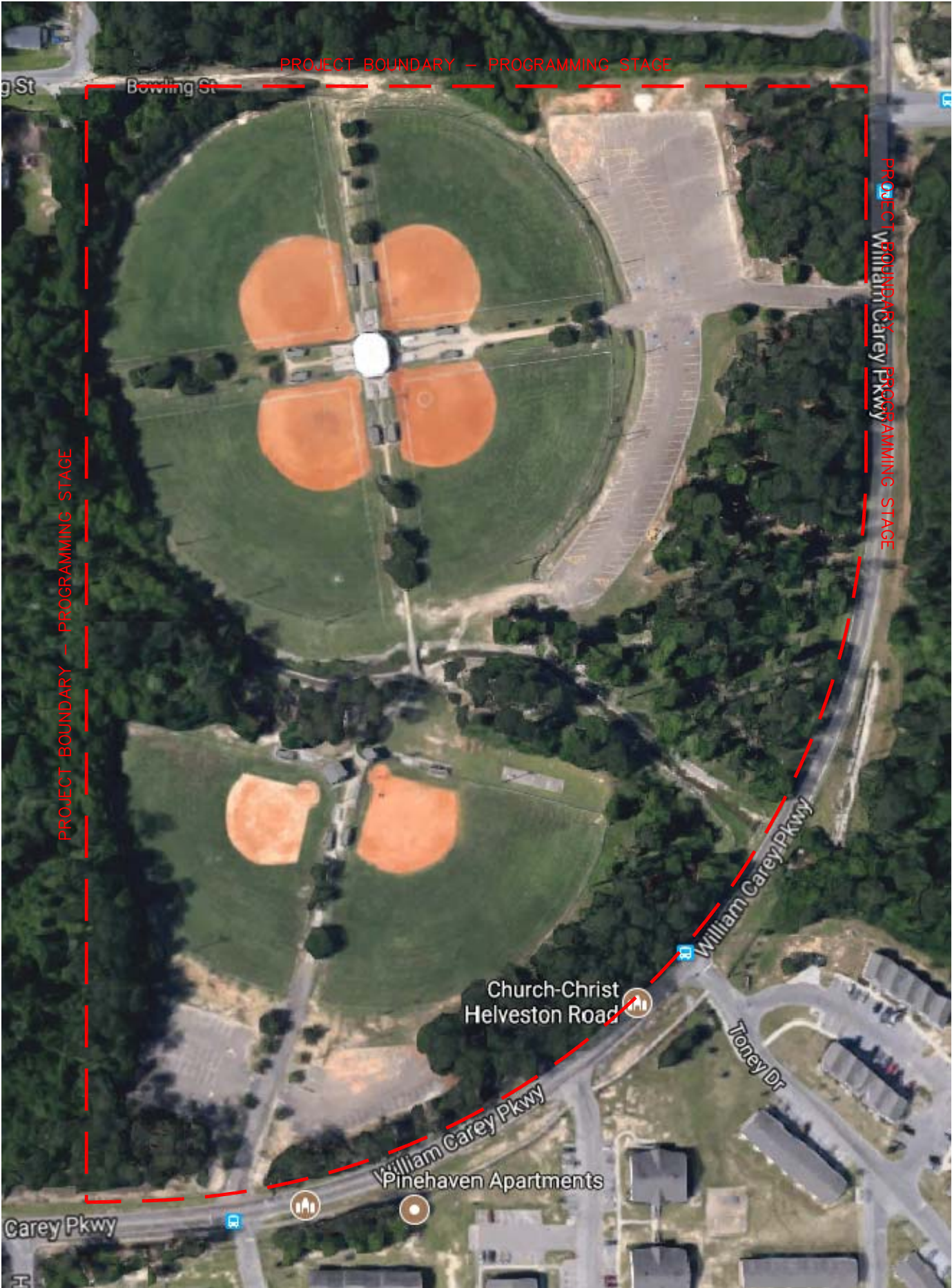
- *Surveys and Mapping*
- *Geotechnical Investigations and Engineering*
- *Architectural Services*

OWNER anticipates providing these services and information to **ENGINEER** such that *Additional Services will not be required for them.*

1.1.5 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.

EXHIBIT F
PROJECT BOUNDARY - PROGRAMMING STAGE



AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF HATTIESBURG, MS

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on October 3, 2017, between

The City of Hattiesburg, the OWNER, and NEEL-SCHAFFER, INC., the ENGINEER.

The OWNER intends to contract with the Engineer to provide all requested services related to the Timberton Softball Complex, which is described in more detail in **Exhibit A, Project Description**, and hereinafter called the "Project."

The OWNER and the ENGINEER, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the ENGINEER with respect to the **Project** and the payment for these services by the OWNER as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — **OWNER's RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards

which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that

affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless

multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit E, "Payments to Engineer."

5.2. **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this Agreement. ENGINEER's statements shall be due and payable within 45 calendar days of statement date.

If OWNER objects to all or any portion of an invoice, OWNER shall notify the

ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept

in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and

specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER**

shall have the right to retain copies of all documents for his files.

6.4.2. Deleted

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$1,000,000.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right

to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. Deleted

6.9. Relationship. The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. Standard of Care. The **ENGINEER** will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.11. Compliance with Codes and Standards. The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation

or the period of service, then the compensation and/or period of service can be renegotiated.

6.12. Force Majeure. Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.13. Separate Provisions. If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.14. Risk Allocation. The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$1,000,000 or the

ENGINEER's total fee for services rendered on this project, whichever is greater.

6.15. **Period of Repose.** Any applicable statute of limitations shall be in accordance to the State Laws of Mississippi.

6.16. **Hazardous Materials.**

6.16.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.16.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

6.17. **Subsurface Conditions and Utilities.**

6.17.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.17.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.18. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract

Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.20.1 Professional Quality. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other professional services furnished by the **ENGINEER** under this Agreement. The

ENGINEER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other professional services, and shall be liable to **OWNER** as a result of such errors or omissions

6.19. Value Engineering. If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The

ENGINEER shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.20. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.21. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.22. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.23. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.24. The **ENGINEER** authorizes
Michael W. Essary, Registered

Professional Engineer No. #11856 in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this **Agreement**:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract

price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Programming Stage Description."

8.2.3. Exhibit C, "Future Scope Description."

8.2.4. Exhibit D, "Project Schedule."

8.2.5. Exhibit E, "Payments to Engineer."

8.2.6. Exhibit F, "Project Boundary."

8.3. This **Agreement**, consisting of Pages 1 to 14, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

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

OWNER: CITY OF HATTIESBURG, MS

BY: _____

TITLE: Mayor

WITNESS: _____

City Clerk

ENGINEER: NEEL-SCHAFER, INC.

BY: _____

TITLE: _____

WITNESS: _____

EXHIBIT A

PROJECT DESCRIPTION

The Timberton Softball Complex suffered damage as a result of the January 21, 2017 tornado weather event. The complex consists of six (6) softball fields, three (3) buildings, parking, walking trail and various other site amenities.

The Project includes the provision of engineering services to the City of Hattiesburg associated with the Timberton Softball Complex as shown in Exhibit F "Project Boundary". The contract includes the Programming Stage described in Exhibit B "Scope of Programming Stage Description". Additional phases such as Construction Documents/Bidding and Construction Administration can be added as requested by the City of Hattiesburg.

EXHIBIT B

SCOPE OF PROGRAMMING STAGE SERVICES

1 PROGRAMMING STAGE

After execution of the Agreement, the Programming Stage will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project such as the FEMA Subgrant Application and associated quotes and cost estimate.
- 1.3 Analyze the Timberton Softball Complex to identify and document any damage, scope of work or other items not included in the FEMA Subgrant Application and assign justifiable cost to those items.
- 1.4 Create a document that includes a civil, structural, electrical, mechanical and plumbing report. The document will also include FEMA Subgrant Application cost revisions and new scope of work cost with justification.
- 1.5 Furnish one copy of above draft document to **OWNER** for review
- 1.6 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.7 Modify draft document as necessary to reflect **OWNER's** comments.
- 1.8 Furnish two (2) sets of the above final document, one to the **OWNER** and one directly to the City **Council**, for review and approval.

Exhibit D **Project Schedule**

Task	September			October			November			December		
Programming Stage				CA				C				

CA	Contract approved at October 3 City Council Meeting
C	Programming Stage complete.

EXHIBIT E

PAYMENTS TO ENGINEER

1.1 For Basic Services

Owner will pay **ENGINEER** for Basic Services rendered under Section 1 to not exceed the *Engineering and Design Services of Average Complexity Curve B*, as supplemented by Exhibit B, "Scope of Programming Stage Description" and Exhibit C-D, "Future Scope Description", the following amounts:

- 1.1.1 For Programing Stage. A lump sum fee of **\$17,211.00**. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Programming Stage.
- 1.1.2 For Construction Documents & Bidding. A lump sum fee of \$_____. Payments to **ENGINEER** for Final Design Phase shall be made in accordance with the provisions of paragraph 5.2 of this agreement.
- 1.1.3 For Construction Administration. A lump sum fee of \$_____. This fee is based on a construction contract period consisting of ____ days. If this period is extended, through no fault of the **ENGINEER**, then the lump sum fee will be increased by \$____ per day. Payments to **ENGINEER** for Construction Phase shall be made in accordance with the provisions of paragraph 5.2 of this **Agreement**.
- 1.1.4 For Additional Services. (Suggested wording.) ***OWNER** shall pay **ENGINEER** for Additional Services rendered under Section 2 on the basis of **ENGINEER**'s Direct Labor Costs times a factor of 2.9 plus Reimbursable Expenses. Payments to **ENGINEER** for Additional Services shall be made in accordance with paragraph 5.2 of this **Agreement**. In addition to these Additional Services specified under Section 2 of this **Agreement**, the following shall be considered as Additional Services:*

- *Surveys and Mapping*
- *Geotechnical Investigations and Engineering*
- *Architectural Services*

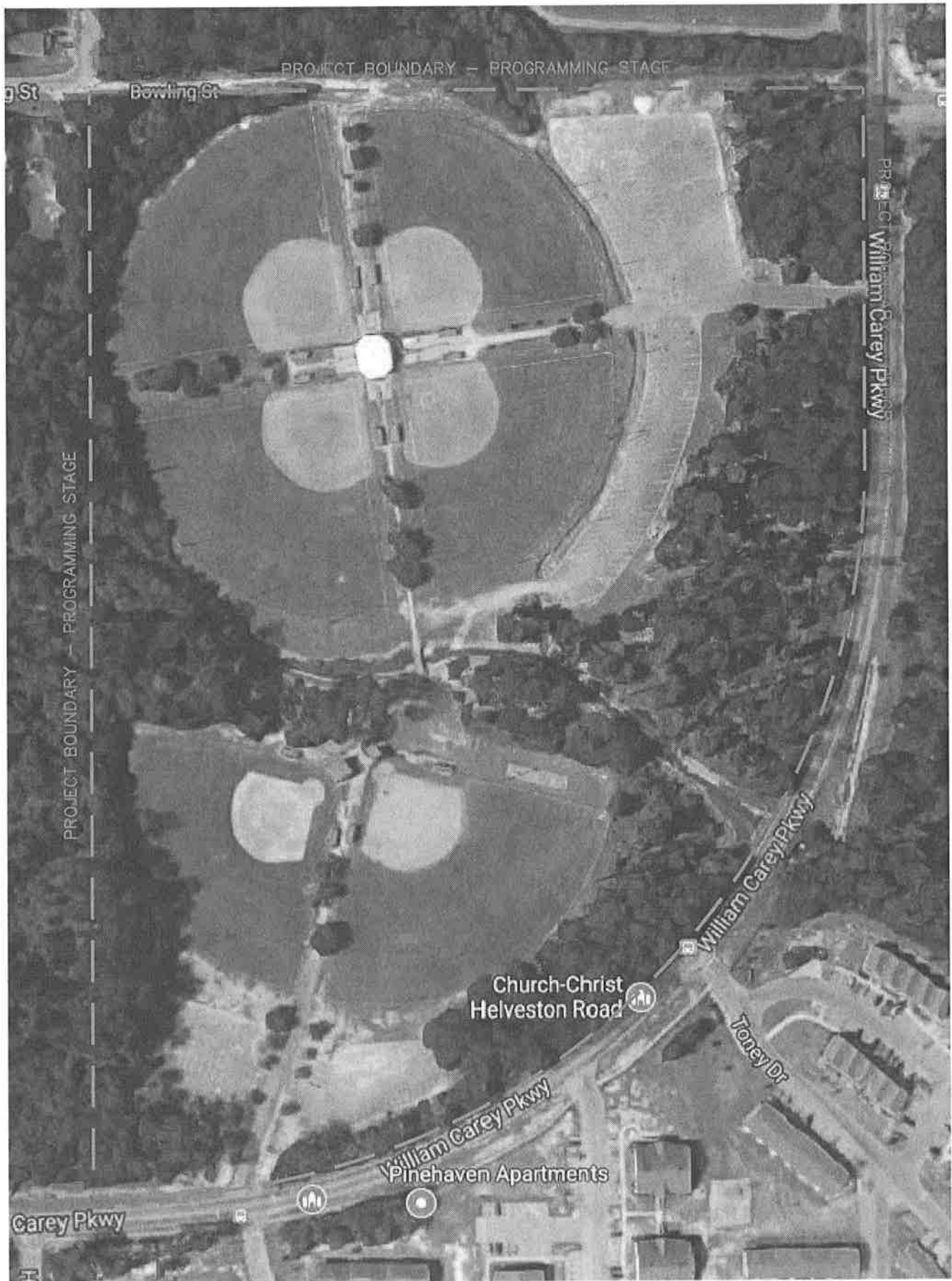
***OWNER** anticipates providing these services and information to **ENGINEER** such that Additional Services will not be required for them.*

- 1.1.5 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER**'s ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER**'s receipt of grants for the **Project** or **OWNER**'s decision to suspend or cancel the **Project**.

EXHIBIT F

PROJECT BOUNDARY - PROGRAMMING STAGE





City of Hattiesburg, MS

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

Master

File Number: 2017-779

File ID: 2017-779

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/02/2017

Brief Title: Sewer Agreement with 14th Colony

Final Action: 10/03/2017

Minute Book Number: MB2017-419-420

Title:

Approve agreement between the City of Hattiesburg and 14th Colony Lamar MS, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-16

Sponsors:

Enactment Date:

Attachments: Sewer Agreement - 14th Colony, executed Sewer Agreement - 14th Colony

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council - Amendments to the Agenda	10/03/2017					
1	City Council	10/03/2017	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve agreement between the City of Hattiesburg and 14th Colony Lamar MS, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

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

Text of Legislative File 2017-779

Title

Approve agreement between the City of Hattiesburg and 14th Colony Lamar MS, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

Summary

Wastewater Treatment Agreement with 14th Colony Lamar MS, LLC



CITY OF HATTIESBURG RIGHT-OF-WAY PERMIT APPLICATION

Applicant Name and Title: Darion A. Pierce, member
Applicant Company: 14th Colony Hammer MS, LLC
Address: 6641 U.S. Hwy 98 West, Suite 100, Hattiesburg, MS 39402
Phone and Email Address: 601-264-6560 • darion@pierceandpierce.com
General Project Location and Scope: 5173 West 4th Street, Force
Main tie in to the city man hole.

In consideration of this permit being granted, said applicant does hereby agree to perform the work described above in accordance with the attached plans as approved by the City of Hattiesburg. Applicant does agree to the following terms and provisions:

- (a) Applicant is responsible for the installation, maintenance, operation and ownership of said facilities.
- (b) That the City of Hattiesburg does not purport to grant to said applicant any right, title, claim or easement in or upon said street or right-of-way appurtenant thereto.
- (c) That the City of Hattiesburg may at any time require and compel the removal, reconstruction or relocation of any facility or any appurtenance thereto herein described, shown or referred to, when the City of Hattiesburg deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the City of Hattiesburg is to be in no way liable.
- (d) Said applicant hereby expressly agrees for itself, its heirs, assigns and legal representatives, that upon request of the City of Hattiesburg, it will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the City of Hattiesburg. It is distinctly understood that said new location will be made or designated by the City of Hattiesburg after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the City of Hattiesburg will use all reasonable effort to avoid the

and edge of pavement; sidewalks and other structures; proposed facility location; and plans legend.

By signing this document, I the undersigned, do hereby agree to and understand the above mentioned terms and provisions.

Signature: Darion A. Pierce, member Date: 9/26/17
Printed: Darion A. Pierce, member

STATE OF Mississippi

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26th day of September, 2017, within my jurisdiction, the within named Darion A. Pierce acknowledged before me that (he) (she) (they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

Gaylyn Miller (NOTARY PUBLIC)

(SEAL)

My commission expires: _____



AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and 14th Colony Lane MS hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "*Domestic wastewater*" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) "*Fiscal year*" means the twelve (12) month period beginning October 1 of each year.
- (c) "*Hattiesburg*" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "*Industrial waste*" means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- (e) "*Month*" means calendar month.
- (f) "*Operation and maintenance expense*" means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) "*Person*" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "*Point of entry*" means the point at which wastewater enters Hattiesburg's wastewater collection system.
- (i) "*Wastewater*" means Domestic Wastewater.

- (j) *“Wastewater collection system”* means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- (k) *“Wastewater treatment facility”* means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. **DISCHARGE.** Business shall have permission to discharge Domestic Wastewater into Hattiesburg’s wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

↓ Manhole Def

Section 2.02. **POINT OF ENTRY.** Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:

Sewer Manhole H-1000

Section 2.03. **CONVEYANCE TO POINT OF ENTRY.** It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business’s disposal system to Hattiesburg’s wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business’s property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business’s disposal system for irregularities that could result in inadmissible discharges into Hattiesburg’s system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business’s sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. **TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE.** Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. Business agrees to save and hold Hattiesburg harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception of Domestic Wastewater while title thereto remains in Business. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business’s disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater

received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. METERING. At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. ADMISSIBLE DISCHARGES. Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of 10/3/17 and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from October 1, 2017, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year. Business understands and acknowledges that a subsequent Council of the City of Hattiesburg may void this Agreement since the current Council of the City of Hattiesburg cannot legally bind a subsequent Council.

Section 5.03. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 APPROVAL. Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 3 day of October, A.D. 2017

ATTEST:

City Clerk: Kermas Eaton

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
MAYOR: Toby Barker

ATTEST:

Gaylyn Miller
Witness: Gaylyn Miller

14th Colony Homes MS, LLC
By: Darren A. Pierce
Managing Member: Darren A. Pierce

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

SUBJECT
PROPERTY

Ada Dr

Gross Creek Pkwy

SEWER MANHOLE
TIE-IN LOCATION



A PLAT OF SURVEY FOR: DARIAN PIERCE

S 89°00'06" E 661.35' (R)
S 89°00'06" E 660.96' (S)

(BASIS OF BEARING)

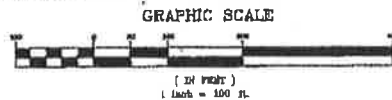
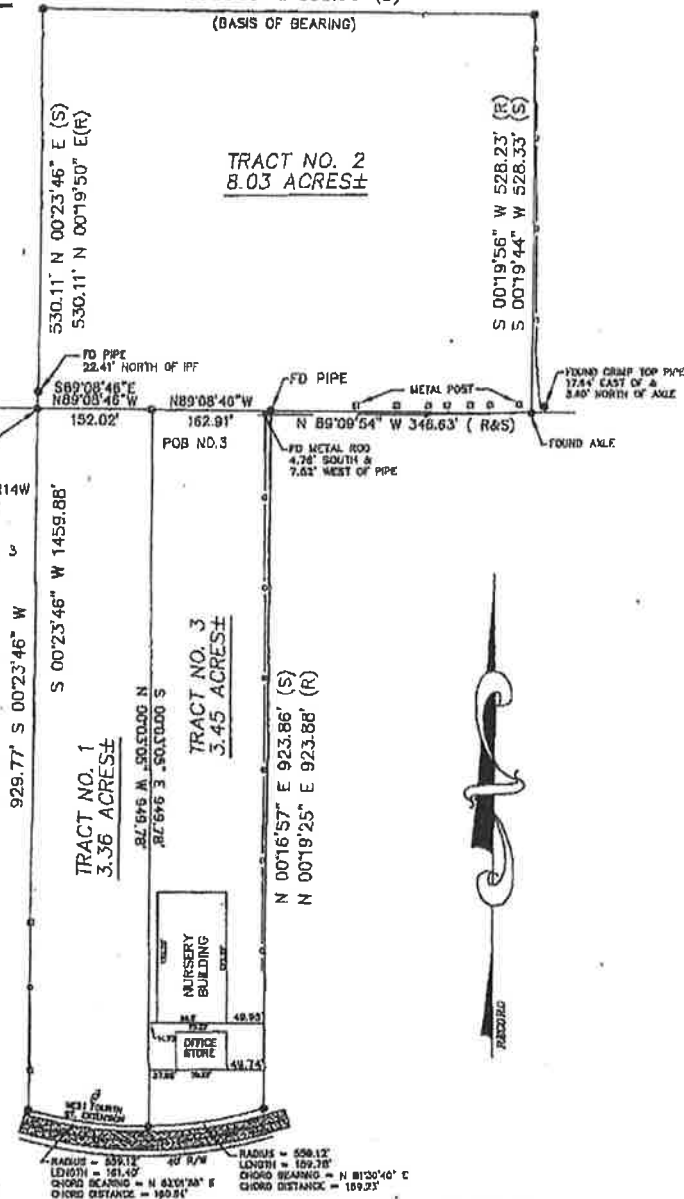
TRACT NO. 2
8.03 ACRES±

NW COR
SW 1/4-SW 1/4
SEC. 02, T4N, R14W
LAMAR CO. MS.
IPF
POB TRACT 2
POB TRACT 1 & 3

LEGAL DESCRIPTION: TRACT NO. 1: 3.36 ACRES MORE OR LESS. BEGIN AT A FOUND REBAR AT THE NW CORNER OF THE SW 1/4-SW 1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN SOUTH 00 DEG 23 MIN 46 SEC WEST 929.77 FEET TO A FOUND PIPE ON THE NORTH RIGHT OF WAY OF FOURTH STREET EXTENSION. THENCE RUN ALONG SAID NORTH RIGHT OF WAY ALONG A CURVE WITH THE FOLLOWING DIMENSIONS: A CHORD BEARING OF N 82°01'58" E, A CHORD DISTANCE OF 180.84 FEET, A RADIUS OF 558.12 FEET AND A LENGTH OF 181.40 FEET TO A SET REBAR. THENCE RUN NORTH 00 DEG 03 MIN 03 SEC WEST 949.78 FEET TO A SET REBAR. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC WEST 152.02 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 3.36 ACRES MORE OR LESS.

LEGAL DESCRIPTION: TRACT NO. 2: 8.03 ACRES MORE OR LESS. BEGIN AT A FOUND REBAR AT THE NW CORNER OF THE SW 1/4-SW 1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN NORTH 00 DEG 23 MIN 46 SEC EAST 530.11 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN SOUTH 89 DEG 00 MIN 06 SEC EAST 660.96 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN SOUTH 00 DEG 19 MIN 56 SEC WEST 528.23 FEET TO A FOUND CAR AXLE. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC WEST 346.63 FEET TO A FOUND ONE HALF INCH PIPE. THENCE E RUN NORTH 89 DEG 08 MIN 46 SEC WEST 314.83 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 8.03 ACRES MORE OR LESS.

LEGAL DESCRIPTION: TRACT NO. 3: 3.45 ACRES MORE OR LESS. COMMENCE AT A FOUND REBAR AT THE NW CORNER OF THE SW 1/4-SW 1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN SOUTH 89 DEG 08 MIN 46 SEC EAST 152.02 FEET TO THE POINT OF BEGINNING. THENCE RUN SOUTH 00 DEG 03 MIN 03 SEC EAST 949.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FOURTH STREET EXTENSION. THENCE RUN ALONG SAID NORTH RIGHT OF WAY ALONG A CURVE WITH THE FOLLOWING DIMENSIONS: A CHORD BEARING OF N 81°30'40" E, A CHORD DISTANCE OF 159.23 FEET, A RADIUS OF 559.12 FEET AND A LENGTH OF 159.78 FEET TO A SET REBAR. THENCE RUN NORTH 00 DEG 16 MIN 57 SEC EAST 923.86 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC EAST 102.91 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 3.45 ACRES MORE OR LESS.



LEGEND
 ○ - FENCE CORNER - METAL POST
 □ - POWER POLE
 ● - FOUND IRON PIN/PIPE
 ○ - SET IRON PIN

REFERENCE MATERIALS:
 - PLAT OF SURVEY FLYNT AND ASSOC. DATED 3-8-97
 - OWNERSHIP MAP
 - CHRIS MOORE WARRANTY DEED

NOTES
 - SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.
 - NO RECORD RESEARCH CONDUCTED FOR EASEMENTS OF ANY KIND.
 - ALL POWER LINES LOCATED BY FIELD MEASUREMENTS ONLY.

HAVARD LAND SURVEYING P.A. ANALYST & SURVEYOR IN MISSISSIPPI P.O. BOX 200-0000 • P.O. BOX 200-0000	CHRIS MOORE PART OF SW 1/4-SW 1/4 SW 1/4-NW 1/4-SW 1/4 SECTION 2, T 4 N, R 14 W LAMAR COUNTY, MISSISSIPPI	
CLASS OF SURVEY: B SCALE: 1" = 100' DATE OF SURVEY: 10-14-04 DRAWN BY: MJM	COURSE DETERMINED BY: 2000000 FLOOD ZONE: "X" - 2807500000 4-7-95 DRAWN BY: MJM	

LEGAL DESCRIPTION

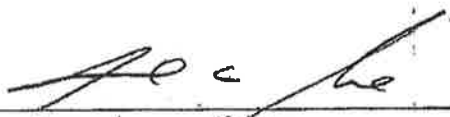
EXHIBIT "A"

TRACT 1: 3.36 acres, more or less. Begin at a found rebar at the NW corner of the SW1/4 - SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run South 00 degrees 23 minutes 46 seconds West 929.77 feet to a found pipe on the North right of way of Fourth Street Extension, thence run along said North right of way along a curve with the following dimensions: A chord bearing of North 82 degrees 01 minutes 58 seconds East, a chord distance of 160.84 feet, a radius of 559.12 feet and a length of 161.40 feet to a set rebar, thence run North 00 degrees 03 minutes 05 seconds West 949.78 feet to a set rebar, thence run North 89 degrees 08 minutes 46 seconds West 152.02 feet to the Point of Beginning, all containing 3.36 acres, more or less.

TRACT 2: 8.03 acres, more or less. Begin at a found rebar at the NW corner of the SW1/4 - SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run North 00 degrees 23 minutes 46 seconds East 530.11 feet to a found one half inch pipe, thence run South 89 degrees 00 minutes 06 seconds East 660.96 feet to a found one half inch pipe, thence run South 00 degrees 19 minutes 44 seconds West 528.33 feet to a found car axle, thence run North 89 degrees 09 minutes 54 seconds West 346.63 feet to a found one half inch pipe, thence East run North 89 degrees 08 minutes 46 seconds West 314.93 feet to the point of beginning, all containing 8.03 acres, more or less.

Signed for identification on this the 21 day of March, 2006.

MOORE & MOORE PROPERTIES, INC.


By Samuel C. Moore
Title: President



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 184 PAGE 738
INDEXED ✓ RECORDED ✓ ABSTRACTED ✓
Ann Davis D.C.

745

LEGAL DESCRIPTION

EXHIBIT "A"

3.45 acres, more or less. Commence at a found rebar at the NW corner of the SW1/4-SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run South 89 degrees 08 minutes 46 seconds East 152.02 feet to the Point of Beginning; thence run South 00 degrees 03 minutes 05 seconds East 949.78 feet to a point on the North right-of-way of Fourth Street Extension; thence run along said North Right-of-Way along a curve with the following dimensions: A chord bearing of North 81 degrees 30 minutes 40 seconds East, a Chord distance of 159.23 feet, a radius of 559.12 feet and a length of 159.78 feet to a set rebar; thence run North 00 degrees 16 minutes 57 seconds East 923.86 feet to a found one half inch pipe; thence run North 89 degrees 08 minutes 46 seconds East 162.91 feet to the Point of Beginning. All containing 3.45 acres, more or less.

Signed for identification on this the 21st day of March, 2006.

HOLLIE GARDENS, INC.


By Samuel C. Moore
Title: President



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 18-A PAGE 742
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Alan Davis D.C.

Commission or the Mississippi State Board of Health, whichever applies. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

E. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in sec. 21-23 (D) a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

F. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City of Hattiesburg.

G. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer.

H. When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 1837, sec. 3, 1-8-75)

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, en-

- trails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
 6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
 7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
 - (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
 8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
 9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
 10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
 11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
 12. Any waters or wastes exerting an excessive chlorine requirement;
 13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
 14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;

16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element	Concentration (mg/l)
Antimony	0.1
Arsenic	0.05
Barium	3.0
Beryllium	1.0
Bismuth	1.0
Boron	0.5
Cadmium	0.2
Calcium	8,000.0
Chromium (Hexavalent)	1.0
Chromium (Trivalent)	1.0
Total chromium	2.0
Cobalt	0.2
Iron	5.0
Lead	0.1
Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attract or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of the character of the influent and effluent as the latter may prescribe.

F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)



CITY OF HATTIESBURG RIGHT-OF-WAY PERMIT APPLICATION

Applicant Name and Title: Darion A. Pierce, member
Applicant Company: 14th Colony Levee MS, LLC
Address: 6641 U.S. Hwy 90 West, Suite 100, Hattiesburg, MS 39402
Phone and Email Address: 601-264-6560 • darion@pierceandco.com
General Project Location and Scope: 5173 West 14th Street, Force
main tie in to the city man hole.

In consideration of this permit being granted, said applicant does hereby agree to perform the work described above in accordance with the attached plans as approved by the City of Hattiesburg. Applicant does agree to the following terms and provisions:

- (a) Applicant is responsible for the installation, maintenance, operation and ownership of said facilities.
- (b) That the City of Hattiesburg does not purport to grant to said applicant any right, title, claim or easement in or upon said street or right-of-way appurtenant thereto.
- (c) That the City of Hattiesburg may at any time require and compel the removal, reconstruction or relocation of any facility or any appurtenance thereto herein described, shown or referred to, when the City of Hattiesburg deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the City of Hattiesburg is to be in no way liable.
- (d) Said applicant hereby expressly agrees for itself, its heirs, assigns and legal representatives, that upon request of the City of Hattiesburg, it will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the City of Hattiesburg. It is distinctly understood that said new location will be made or designated by the City of Hattiesburg after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the City of Hattiesburg will use all reasonable effort to avoid the

and edge of pavement; sidewalks and other structures; proposed facility location; and plans legend.

By signing this document, I the undersigned, do hereby agree to and understand the above mentioned terms and provisions.

Signature: Darion A. Pierce, member Date: 9/26/17

Printed: Darion A. Pierce, member

STATE OF Mississippi

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26th day of September, 2017, within my jurisdiction, the within named Darion A. Pierce acknowledged before me that ~~(he)~~ (she) ~~(they)~~ signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

Gaylyn Miller (NOTARY PUBLIC)

(SEAL)

My commission expires: _____



AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and 14th Colony Lane MS, LLC hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "*Domestic wastewater*" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) "*Fiscal year*" means the twelve (12) month period beginning October 1 of each year.
- (c) "*Hattiesburg*" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "*Industrial waste*" means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- (e) "*Month*" means calendar month.
- (f) "*Operation and maintenance expense*" means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) "*Person*" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "*Point of entry*" means the point at which wastewater enters Hattiesburg's wastewater collection system.
- (i) "*Wastewater*" means Domestic Wastewater.

- (j) *"Wastewater collection system"* means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- (k) *"Wastewater treatment facility"* means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. DISCHARGE. Business shall have permission to discharge Domestic Wastewater into Hattiesburg's wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

↓ Manhole DS

Section 2.02. POINT OF ENTRY. Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:

Sewer Manhole H-1000

Section 2.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business's disposal system to Hattiesburg's wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into Hattiesburg's system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business's sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. Business agrees to save and hold Hattiesburg harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception of Domestic Wastewater while title thereto remains in Business. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business's disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater

received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. **METERING.** At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. **UNIT OF MEASUREMENT.** The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. **ADMISSIBLE DISCHARGES.** Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of 10/3/17 and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from October 1, 2017, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year. Business understands and acknowledges that a subsequent Council of the City of Hattiesburg may void this Agreement since the current Council of the City of Hattiesburg cannot legally bind a subsequent Council.

Section 5.03. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 APPROVAL. Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

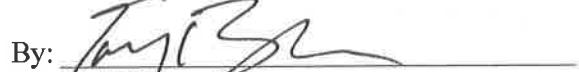
WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 3 day of October, A.D. 2017

ATTEST:



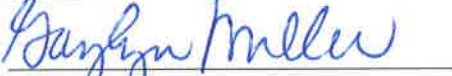
City Clerk: Kermas Eaton

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR: Toby Barker

ATTEST:



Witness: Gaylyn Miller

14th Colony Lagoon MS, LLC



Managing Member: Darrian A. Pierce

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

SUBJECT
PROPERTY

Ada Dr

Gross Creek Pkwy

SEWER MANHOLE
TIE-IN LOCATION



A PLAT OF SURVEY FOR: DARIAN PIERCE

S 89°00'06" E 661.35' (R)
S 89°00'06" E 660.96' (S)

(BASIS OF BEARING)

TRACT NO. 2
8.03 ACRES±

530.11' N 00°23'46" E (S)
530.11' N 00°19'50" E (R)

S 00°19'56" W 528.23' (R)
S 00°19'44" W 528.33' (S)

NW COR
SW1/4-SW1/4
SEC. 02, T4N, R14W
LAMAR CO. MS.
IPF
POB TRACT 2
POB TRACT 1 & 3

928.77' S 00°23'46" W

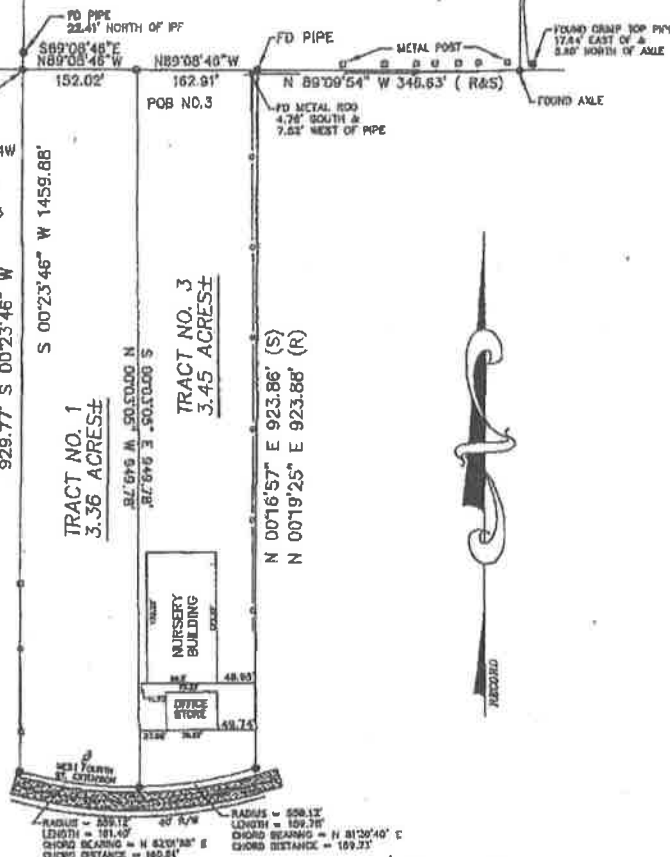
TRACT NO. 1
3.36 ACRES±

TRACT NO. 3
3.45 ACRES±

LEGAL DESCRIPTION: TRACT NO. 1: 3.36 ACRES MORE OR LESS. BEGIN AT A FOUND REBAR AT THE NW CORNER OF THE SW1/4-SW1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN SOUTH 00 DEG 23 MIN 46 SEC WEST 929.77 FEET TO A FOUND PIPE ON THE NORTH RIGHT OF WAY OF FOURTH STREET EXTENSION. THENCE RUN ALONG SAID NORTH RIGHT OF WAY ALONG A CURVE WITH THE FOLLOWING DIMENSIONS: A CHORD BEARING OF N 82°01'58" E, A CHORD DISTANCE OF 180.84 FEET, A RADIUS OF 559.12 FEET AND A LENGTH OF 181.40 FEET TO A SET REBAR. THENCE RUN NORTH 00 DEG 03 MIN 05 SEC WEST 949.78 FEET TO A SET REBAR. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC WEST 152.02 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 3.36 ACRES MORE OR LESS.

LEGAL DESCRIPTION: TRACT NO. 2: 8.03 ACRES MORE OR LESS. BEGIN AT A FOUND REBAR AT THE NW CORNER OF THE SW1/4-SW1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN NORTH 00 DEG 23 MIN 46 SEC EAST 530.11 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN SOUTH 89 DEG 00 MIN 05 SEC EAST 660.96 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN SOUTH 00 DEG 19 MIN 44 SEC WEST 528.33 FEET TO A FOUND CAR AXLE. THENCE RUN NORTH 89 DEG 08 MIN 54 SEC WEST 348.63 FEET TO A FOUND ONE HALF INCH PIPE. THENCE E RUN NORTH 89 DEG 08 MIN 46 SEC WEST 314.93 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 8.03 ACRES MORE OR LESS.

LEGAL DESCRIPTION: TRACT NO. 3: 3.45 ACRES MORE OR LESS. COMMENCE AT A FOUND REBAR AT THE NW CORNER OF THE SW1/4-SW1/4 OF SECTION 02, T4N, R14W, LAMAR CO. MS. THENCE RUN SOUTH 89 DEG 08 MIN 46 SEC EAST 152.02 FEET TO THE POINT OF BEGINNING. THENCE RUN SOUTH 00 DEG 03 MIN 05 SEC EAST 949.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FOURTH STREET EXTENSION. THENCE RUN ALONG SAID NORTH RIGHT OF WAY ALONG A CURVE WITH THE FOLLOWING DIMENSIONS: A CHORD BEARING OF N 81°30'40" E, A CHORD DISTANCE OF 159.23 FEET, A RADIUS OF 559.12 FEET AND A LENGTH OF 158.76 FEET TO A SET REBAR. THENCE RUN NORTH 00 DEG 16 MIN 57 SEC EAST 923.86 FEET TO A FOUND ONE HALF INCH PIPE. THENCE RUN NORTH 89 DEG 08 MIN 46 SEC EAST 182.91 FEET TO THE POINT OF BEGINNING. ALL CONTAINING 3.45 ACRES MORE OR LESS.



GRAPHIC SCALE

LEGEND

- - FENCE CORNER - METAL POST
- - POWER POLE
- - FOUND IRON PIN/PIPE
- - SET IRON PIN

REFERENCE MATERIALS:

- PLAT OF SURVEY FLYNT AND ASSOC. DATED 3-8-97
- OWNERSHIP MAP
- CHRIS MOORE WARRANTY DEED

NOTES

- SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.
- NO RECORD RESEARCH CONDUCTED FOR EASEMENTS OF ANY KIND.
- ALL POWER LINES LOCATED BY FIELD MEASUREMENTS ONLY.

HAVARD
LAND SURVEYING P.A.
4000 1st FLOOR
Pittsburgh, Pennsylvania 15201
PH: 412-261-0000 • FAX: 412-261-0000

CHRIS MOORE
PART OF SW1/4-SW1/4
SW1/4-NW1/4-SW1/4
SECTION 2, T 4 N, R 14 W
LAMAR COUNTY, MISSISSIPPI



CLASS OF SURVEY: S	BEARING DETOURMENT BY RECORD
SCALE: 1" = 100'	FLOOD ZONE: X - 202300000 C 4-2-95
DATE OF SURVEY: 10-14-04	OWNER: DRI, LLC
SURVY: BY: MJM	

741

LEGAL DESCRIPTION

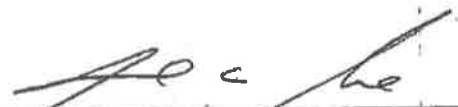
EXHIBIT "A"

TRACT 1: 3.36 acres, more or less. Begin at a found rebar at the NW corner of the SW1/4 - SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run South 00 degrees 23 minutes 46 seconds West 929.77 feet to a found pipe on the North right of way of Fourth Street Extension, thence run along said North right of way along a curve with the following dimensions: A chord bearing of North 82 degrees 01 minutes 58 seconds East, a chord distance of 160.84 feet, a radius of 559.12 feet and a length of 161.40 feet to a set rebar, thence run North 00 degrees 03 minutes 05 seconds West 949.78 feet to a set rebar, thence run North 89 degrees 08 minutes 46 seconds West 152.02 feet to the Point of Beginning, all containing 3.36 acres, more or less.

TRACT 2: 8.03 acres, more or less. Begin at a found rebar at the NW corner of the SW1/4 - SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run North 00 degrees 23 minutes 46 seconds East 530.11 feet to a found one half inch pipe, thence run South 89 degrees 00 minutes 06 seconds East 660.96 feet to a found one half inch pipe, thence run South 00 degrees 19 minutes 44 seconds West 528.33 feet to a found car axle, thence run North 89 degrees 09 minutes 54 seconds West 346.63 feet to a found one half inch pipe, thence East run North 89 degrees 08 minutes 46 seconds West 314.93 feet to the point of beginning, all containing 8.03 acres, more or less.

Signed for identification on this the 21 day of March, 2006.

MOORE & MOORE PROPERTIES, INC.


By Samuel C. Moore
Title: President



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 184 PAGE 738
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Ann Davis D.C.

745

LEGAL DESCRIPTION

EXHIBIT "A"

3.45 acres, more or less. Commence at a found rebar at the NW corner of the SW1/4-SW1/4 of Section 02, T4N, R14W, Lamar Co., MS. Thence run South 89 degrees 08 minutes 46 seconds East 152.02 feet to the Point of Beginning; thence run South 00 degrees 03 minutes 05 seconds East 949.78 feet to a point on the North right-of-way of Fourth Street Extension; thence run along said North Right-of-Way along a curve with the following dimensions: A chord bearing of North 81 degrees 30 minutes 40 seconds East, a Chord distance of 159.23 feet, a radius of 559.12 feet and a length of 159.78 feet to a set rebar; thence run North 00 degrees 16 minutes 57 seconds East 923.86 feet to a found one half inch pipe; thence run North 89 degrees 08 minutes 46 seconds East 162.91 feet to the Point of Beginning. All containing 3.45 acres, more or less.

Signed for identification on this the 21st day of March, 2006.

HOLLIE GARDENS, INC.


By SAMUEL C. MOORE
Title: PRESIDENT



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 18-A PAGE 742
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Ann Davis D.C.

Commission or the Mississippi State Board of Health, whichever applies. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

E. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in sec. 21-23 (D) a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

F. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City of Hattiesburg.

G. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer.

H. When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 1837, sec. 3, 1-8-75)

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, en-

trails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;

5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
 - (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
12. Any waters or wastes exerting an excessive chlorine requirement;
13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;

16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element	Concentration (mg/l)
Antimony	0.1
Arsenic	0.05
Barium	3.0
Beryllium	1.0
Bismuth	1.0
Boron	0.5
Cadmium	0.2
Calcium	8,000.0
Chromium (Hexavalent)	1.0
Chromium (Trivalent)	1.0
Total chromium	2.0
Cobalt	0.2
Iron	5.0
Lead	0.1
Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attract or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of the character of the influent and effluent as the latter may prescribe.

F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)



City of Hattiesburg, MS

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

Master

File Number: 2017-746

File ID: 2017-746

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/12/2017

Brief Title: FTA Grant Application - Hub City Transit
Administrative/Maintenance Facility

Final Action: 10/03/2017

Minute Book Number: MB2017-418

Title:

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

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-16

Sponsors:

Enactment Date:

Attachments: Grant Agreement MS-2017-003-00, MS-2017-003-00
Application

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Lindsay Coleman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council	10/03/2017	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Acknowledge the submission of grant application MS-2017-003-00 to Federal Transit Administration and execution of contract for the Construction of Hub City Transit Administrative/Maintenance Facility in the amount of \$469,951 (\$375,961 FTA Section 5307 federal funds and \$93,990 local match). This application's funding is for 07/10/2017- 09/30/2019.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

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

Text of Legislative File 2017-746

Title

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

Summary

FTA Grant Application - Hub City Transit Administrative/Maintenance Facility,
07/10/2017-9/30/2019

Budget Information

Grant is for a total of \$469,951 (\$375,961 FTA Section 5307 federal funds and \$93,990 local match).

Expenditure Type

Purchasing Item

Publication Information

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

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

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

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

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

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

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

FTA AWARD

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

Recipient Information

Recipient Name: HATTIESBURG, CITY OF

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2017-003-00

Award Name: Section 5307 Construction of Hub City Admin/Maint Facility

Award Executive Summary: This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match).

Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg-Petal-Forrest-Lamar on June XX, 2017. See attached STIP pages.

This grant will fund (1) project for Construction - Admin/Maint Facility

Notes:

- a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019
- b. Is this grant for research and development? No
- c. The City of Hattiesburg will not apply an Indirect Cost Rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Total Award Budget: \$469,951.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$375,961.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$93,990.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$375,961.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$93,990.00

Award Budget Control Totals

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

Funding Source	Section of Statute	CFDA Number	Amount
----------------	--------------------	-------------	--------

49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$375,961
Local			\$93,990
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$469,951

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

Project Information

Project Number	Project Title	Project Description
MS-2017-003-01-00	Section 5307 Construction of Hub City Transit Admin/Maint Facility	This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match). Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. Amended for Hattiesburg on June XX, 2017. See attached STIP pages. This grant will fund (1) project for Construction - Admin/Maint Facility. Notes: a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019 b. Is this grant for research and development? No c. The City of Hattiesburg will not apply an Indirect Cost Rate. d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached. Attachments: STIP

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$375,961
Local			\$93,990
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Total Eligible Cost	\$469,951

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

Original Certification Date: 06/15/2017 9:20 AM GMT

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:
Dudley Whyte
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date: 6/20/2017 4:30 PM EDT

EXECUTION OF THE GRANT AGREEMENT

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

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

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

Executed By:
Johnny DuPree
Mayor
HATTIESBURG, CITY OF
6/21/2017 4:14 PM EDT

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	MS-2017-003-00
Temporary Application Number	1108-2017-2
Award Name	Section 5307 Construction of Hub City Admin/Maint Facility
Award Status	Active (Executed)
Award Budget Number	0

Part 1: Recipient Information

Name: HATTIESBURG, CITY OF

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

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

Union Information

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

Fax	
E-mail	
Website	

Part 2: Award Information

Title: Section 5307 Construction of Hub City Admin/Maint Facility

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From
MS-2017-003-00	Active (Executed)	Grant	5/2/2017	5/2/2017	No

Award Executive Summary

This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match).

Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Missis 2020 STIP approved on October 1, 2016 and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg-P Lamar on June XX, 2017. See attached STIP pages.

This grant will fund (1) project for Construction - Admin/Maint Facility

Notes:

- Overall Start Date July 10, 2017 Overall End Date September 30, 2019
 - Is this grant for research and development? No
 - The City of Hattiesburg will not apply an Indirect Cost Rate.
 - The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.
- Attachments: STIP

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Pre-Award Authority

Yes, this award is using Pre-Award Authority.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Requires E.O. 12372 Review

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

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phon
------------	-----------	-------	----------------	------

	abigail.rivera@dot.gov				
	emmanuel.ramos@dot.gov				
Lindsay	Coleman	Grant Coordinator	grntwtr@hattiesburgms.com	601-	

Award Budget Control Totals

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

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
MS-2017-003-01-00	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$375,961.00	\$93,990.00	\$469,951.00
MS-2017-003-01-00	11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$375,961.00	\$93,990.00	\$469,951.00

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount
MS-90-X100	MS-2017-003-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2016.25.90.91.2	00	Urbanized Area Formula Grants	\$375,961

Part 3: Project Information

Project Title: Section 5307 Construction of Hub City Transit Admin/Maint Facility

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2017-003-01-00	1108-2017-2-P1	5/3/2017	7/10/2017	9/30/2017

Project Description

This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match).

Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. Amendment approved for Hattiesburg on June XX, 2017. See attached STIP pages.

This grant will fund (1) project for Construction - Admin/Maint Facility.

Notes:

- a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019
- b. Is this grant for research and development? No
- c. The City of Hattiesburg will not apply an Indirect Cost Rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.

Attachments: STIP

Project Benefits

This project will benefit Hub City Transit (HCT) and all individuals who utilize it. With the reconstructed HCT Administrative and Maintenance Facility, HCT will run much more smoothly and efficiently. HCT is has being housed at the Hattiesburg Intermodal Facility since a tornado destroyed the Administrative and Maintenance Facility. Later this month, HCT will move into a temporary facility, a car dealership, while the HCT Administrative and Maintenance Facility is being rebuilt.

Additional Information

The EF-3 tornado that came through Hattiesburg on January 21, 2017 dismantled Hub City Transit. The tornado destroyed the Administrative and Maintenance Facility and each of the buses sustained significant damage. HCT is has being housed at the Hattiesburg Intermodal Facility since a tornado destroyed the Administrative and Maintenance Facility. Later this month, HCT will move into a temporary facility, a car dealership, while the HCT Administrative and Maintenance Facility is being rebuilt.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi. The construction of the transit facility will take place on land owned by the City of Hattiesburg, where the current destroyed transit facility is located.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
-------	----------	----------------

Project Control Totals

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

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
MS-2017-003-01-00	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$375,961.00	\$93,990.00	\$469,951.00
MS-2017-003-01-00	11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$375,961.00	\$93,990.00	\$469,951.00

Project Budget Activity Line Items

Budget Activity Line Item: 11.43.03 - CONSTRUCT - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Custom Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.03	CONSTRUCT - ADMIN/MAINT FACILITY	CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL

Extended Budget Description

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2011 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's foot print. (Demolition will not be completed with FTA funds.) The existing slab will not be demolished.

A new facility of approx. 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and a restroom on the first floor of approx. 6,400 square feet; offices, storage and a restroom on the second floor of approx. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of approx. 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund the construction which will consist of:

- **Construction Funding:** The City of Hattiesburg anticipates completing all construction in one phase, as the Mass Transit is being housed in a temporary facility and the City of Hattiesburg wants the construction of the Mass Transit Admin/Maintenance Facility completed as soon as possible.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialist, Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

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

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

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

Milestone Name	Est. Completion Date	Description
RFB/IFB Issued	7/10/2017	RFP/IFB Issued.
Contract Awarded	10/10/2017	Contract Awarded. Construction Begins.
Contract Complete	7/1/2019	Contract Complete.
Project Closeout	9/30/2019	Project Closeout.

Project Environmental Findings

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

Class Level Description

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

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and tracks; and construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	5/19/2017

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By emmanuel.ramos@dot.gov

Comment Type Application Details

Date 5/23/2017

This is my observation for this application:

Comment * The application documents should include the schedule and schematic drawing of the project/facility.

Comment By emmanuel.ramos@dot.gov

Comment Type Application Details

Date 6/2/2017

These are the new instructions for Hattiesburg's application:

Comment I will concur with the application but Hattiesburg needs to ensure to attach to the "Application Documents" the schedule and drawings as soon as they have it. This is a requirement according to A_to_Z FTA guidance (4.1.4).

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 6/6/2017

Lindsay you only have one item to correct. I am forwarding this to the PM, Mr. Emmanuel Ramos for final review. I believe you stated that the MPO was about to or already had approved the Amendment for the new construction. All we need is the dates below and state where the local match will come from. When you correct the information below in Part 2 do the same in Part 3. Thank you

Comment •
Local match. Local match will come from XXX. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg-Petal-Forrest-Lamar on June XX, 2017. See attached STIP pages.
• LTP (long range transportation plan) and the UPWP from the application documents.

All that is needed for this grant is the STIP page showing the project being funded in this grant application

Comment By doretha.foster@dot.gov

Comment Type Application Details

Date 6/8/2017

Civil Rights concurrence with ADA guidance

The City of Hattiesburg must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Board's ADA Accessibility Guidelines. Found here: <http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities>

Requirements to Remember for: New Construction of Facilities

- As required under DOT ADA Standard 206.4.1, The City of Hattiesburg must ensure that 60 percent of all public entrances to the facility will be accessible. If a station has only two entrances, then both must be accessible.
 - As required under DOT ADA Standard 810.10, for rail projects, The City of Hattiesburg must ensure that no flange way gap can be greater than 2.5" where passenger circulation paths cross tracks at grade (i.e. a street-level pedestrian crossing over streetcar tracks).
 - As required under DOT ADA Standard 206.3, The City of Hattiesburg must ensure that accessible routes coincide with or are located in the same area as general circulation paths, and elements such as ramps, elevators, and fare vending and collection areas are placed to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public.
 - As required under DOT ADA Standard 406.8, The City of Hattiesburg must ensure that curb ramps will have detectable warnings.
 - As required under DOT ADA Standard 810.2 The City of Hattiesburg must ensure that bus boarding and alighting areas are in compliance with the ADA-ABA Guidelines (Section 810.2), which address surfaces (sturdy); dimensions (96" long x 60" wide); connection to sidewalks, streets, and pedestrian paths; slope (not steeper than 1:48); signs; and public address systems.
- As required by DOT ADA Standard 810.5.3, The City of Hattiesburg must ensure that station platforms must be coordinated with the vehicle floor height.

The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

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

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

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

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

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

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

FTA AWARD

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

Recipient Information

Recipient Name: HATTIESBURG, CITY OF

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2017-003-00

Award Name: Section 5307 Construction of Hub City Admin/Maint Facility

Award Executive Summary: This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match).

Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg-Petal-Forrest-Lamar on June XX, 2017. See attached STIP pages.

This grant will fund (1) project for Construction - Admin/Maint Facility

Notes:

- a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019
b. Is this grant for research and development? No
c. The City of Hattiesburg will not apply an Indirect Cost Rate.
d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached.
Attachments: STIP

Total Award Budget: \$469,951.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$375,961.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$93,990.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$375,961.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$93,990.00

Award Budget Control Totals

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

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$375,961
Local			\$93,990
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$469,951

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

Project Information

Project Number	Project Title	Project Description
MS-2017-003-01-00	Section 5307 Construction of Hub City Transit Admin/Maint Facility	This grant will use Section 5307 FY16 funds for a total amount of \$469,951 (\$375,961 federal and \$93,990 local match). Local match. Local match will come from the City of Hattiesburg's General Fund. This project is programmed in the Mississippi 2017-2020 STIP approved on October 1, 2016 and approved for Hattiesburg-Petal-Forrest-Lamar on January 11, 2017. Amended for Hattiesburg on June XX, 2017. See attached STIP pages. This grant will fund (1) project for Construction - Admin/Maint Facility. Notes: a. Overall Start Date July 10, 2017 Overall End Date September 30, 2019 b. Is this grant for research and development? No c. The City of Hattiesburg will not apply an Indirect Cost Rate. d. The City of Hattiesburg is the

Direct Recipient for grant funds. Documentation is attached.
Attachments: STIP

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$375,961
Local			\$93,990
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$469,951

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

Original Certification Date: 06/15/2017 1:20 PM GMT

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:
dudley.whyte@dot.gov
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date: 6/20/2017 8:30 PM GMT+00:00

EXECUTION OF THE GRANT AGREEMENT

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

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

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

Executed By:

Johnny DuPree

Mayor

HATTIESBURG, CITY OF

6/21/2017 8:14 PM GMT+00:00



City of Hattiesburg, MS

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

Master

File Number: 2017-747

File ID: 2017-747

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/12/2017

Brief Title: FTA Grant Application - Hub City Transit
Administrative/Maintenance Facility

Final Action: 10/03/2017

Minute Book Number: MB2017-418-419

Title:

Acknowledge the submission of grant application MS-2016-007-01 to Federal Transit Administration and execution of contract for the amendment to grant application FY2015 Hattiesburg Transit Facility Renovation and Upgrade in the amount of \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). The amendment is for the reconstruction of the Hub City Transit Administrative/Maintenance Facility, as the original grant was for renovation of the Facility.

The original grant was for a total of \$615,566.25 (\$492,435.00 in FTA Section 5339 Federal Funds and \$123,113.25 local match).

The new grant is for \$299,592 (\$239,673 in FTA Section 5339 Federal Funds and \$59,919 local match), bringing the new total up to \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). (nunc pro tunc)

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-17

Sponsors:

Enactment Date:

Attachments: MS-2016-007-01 Application, Grant Agreement
MS-2016-007-01

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Lindsay Coleman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council	10/03/2017	Acknowledge				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge the submission of grant application MS-2016-007-01 to Federal Transit Administration and execution of contract for the amendment to grant application FY2015 Hattiesburg Transit Facility Renovation and Upgrade in the amount of \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). The amendment is for the reconstruction of the Hub City Transit Administrative/Maintenance Facility, as the original grant was for renovation of the Facility. The original grant was for a total of \$615,566.25 (\$492,435.00 in FTA Section 5339 Federal Funds and \$123,113.25 local match). The new grant is for \$299,592 (\$239,673 in FTA Section 5339 Federal Funds and \$59,919 local match), bringing the new total up to \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

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

Text of Legislative File 2017-747

Title

Acknowledge the submission of grant application MS-2016-007-01 to Federal Transit Administration and execution of contract for the amendment to grant application FY2015 Hattiesburg Transit Facility Renovation and Upgrade in the amount of \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). The amendment is for the reconstruction of the Hub City Transit Administrative/Maintenance Facility, as the original grant was for renovation of the Facility.

The original grant was for a total of \$615,566.25 (\$492,435.00 in FTA Section 5339 Federal Funds and \$123,113.25 local match).

The new grant is for \$299,592 (\$239,673 in FTA Section 5339 Federal Funds and \$59,919 local match), bringing the new total up to \$915,158 (\$732,126 in FTA Section 5339 Federal Funds and \$183,032 local match). (nunc pro tunc)

Summary

FTA Grant Application - Hub City Transit Administrative/Maintenance Facility,
07/10/2017-9/30/2019

Budget Information

Grant is for a total of \$915,518 (\$732,126 FTA Section 5307 federal funds and \$183,032 local match).

Expenditure Type

Purchasing Item

Publication Information

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	MS-2016-007-01
Temporary Application Number	1108-2016-2
Award Name	(5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade
Award Status	Active (Executed)
Award Budget Number	0

Part 1: Recipient Information

Name: Hattiesburg, City Of

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

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

Union Information

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

Fax

E-mail

Website

Part 2: Award Information

Title: (5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From
MS-2016-007-01	Active (Executed)	Grant	5/4/2017	5/4/2017	No

Award Start Date

The start date will be set to the date of the award

Award End Date

9/30/2019

Award Executive Summary

AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 \$109,214 (\$87,371 Federal and \$21,843 Local match).

Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on Jan 2017. Amended for Hattiesburg on April 26, 2017. See attached STIP pages.

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovation of transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of re complete administrative/ maintenance facility. These funds are added to the total of the Original grant of \$615,566.25 (\$438,000 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

This grant application will fund (1) Project: Reconstruction of the Hub City Transit Administrative and Maintenance Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed on the existing facility's footprint. (Demolition will not be completed with FTA funds.)

This grant will fund: P1

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidelines).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

This project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA

Notes:

a. Overall Start Date -08/01/2016 End Date 07/31/2018

b. Is request is not for Research and Development?

c. Hattiesburg will not apply a "INDIRECT Cost" rate.

d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance)

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstruction as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned R-1, has been in continuous public use.

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

Yes, this award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient is directly allocated these apportioned funds and can apply for funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

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

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

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

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
----------------	-------------	------------	----------------	-----------------------

MS-2016-007-01-01	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	\$492,453.00	\$123,113.00	\$615,566.00
MS-2016-007-01-01		REHAB/RENOVATE - 11.44.03 ADMIN/MAINT FACILITY	\$492,453.00	\$123,113.00	\$615,566.00
MS-2016-007-02-01	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	\$239,673.00	\$59,919.00	\$299,592.00
MS-2016-007-02-01		ENG/DESIGN - 11.41.03 ADMIN/MAINTENANCE FACILITY	\$80,000.00	\$20,000.00	\$100,000.00
MS-2016-007-02-01		CONSTRUCT - 11.43.03 ADMIN/MAINT FACILITY	\$159,673.00	\$39,919.00	\$199,592.00

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount
MS-34-X002	MS-2016-007-02-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	280000	Mississippi	2016.25.34.BF.2	00	Bus Form - Formula Alloc	\$152,302
MS-34-X002	MS-2016-007-02-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	280000	Mississippi	2017.25.34.BF.2	00	Bus Form - Formula Alloc	\$87,371
MS-34-X002	MS-2016-007-01-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2013.25.34.BF.2	00	Bus Form - Formula Alloc	\$0
MS-34-X002	MS-2016-007-01-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2014.25.34.BF.2	00	Bus Form - Formula Alloc	\$0
MS-34-X002	MS-2016-007-01-01	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	280000	Mississippi	2015.25.34.BF.2	00	Bus Form - Formula Alloc	\$0

Part 3: Project Information

Project Title: (5339) FY 2015 Hattiesburg Transit Facility Renovation and Upgrade

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2016-007-01-01	1108-2016-2-P2	5/4/2017	9/1/2016	8/31/2018

Project Description

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general match of \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

This project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

- a. Overall Start Date -08/01/2016 End Date 07/31/2018
- b. Is request is not for Research and Development?
- c. Hattiesburg will not apply a "INDIRECT Cost" rate.
- d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Renovation of existing facility to bring into ADA compliance and make it more efficient for administrative staff, customers and vehicle maintenance staff.

Additional Information

Will result in increased connectivity options for public.

Location Description

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned R-1, has been in continuous public use and has no known NEPA disqualifications.

Project Location (Urbanized Areas)

UZA Code	Area Name
280000	Mississippi

283380

Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Project Control Totals

Funding Source	Section of Statute	CFDA Number
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
MS-2016-007-01-01	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$492,453.00	\$123,113.00	\$615,566.00
MS-2016-007-01-01	11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY	\$492,453.00	\$123,113.00	\$615,566.00

Project Budget Activity Line Items

Budget Activity Line Item: 11.44.03 - REHAB/RENOVATE - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Custom Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.03	REHAB/RENOVATE - ADMIN/MAINT FACILITY	REHAB/RENOVATE BUS SUPPORT FACIL/EQUIP

Extended Budget Description

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the administration facility for administration space, energy efficiency and to make it ADA compliant.

The project will upgrade restrooms to be ADA compliant.

Enclose exterior shop bay.

Add additional open shop bay.

Renovate downstairs existing offices.

Renovate upstairs area to add additional office space.

1) The proposed project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the city's transit facility since the 1970's.

2) Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.

3) Construction management and oversight for preliminary engineering, procurement, contract management and inspection will be performed by the Director of Federal and State Programs and City Engineer. They will be accompanied by the resources of the City of HUB City Transit, Metropolitan Planning Organization and Grant Coordinator.

4) The City will insure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project cost in excess of \$100,000 be done "in-house."

5) As a Federal Entitlement city Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. Hattiesburg will follow established local and state purchasing and bidding requirements for projects of this size. 6) Hattiesburg certifies an independent cost estimate will be prepared and available for review. The corresponding cost/price analysis for the scope of work of the project.

Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

Items over \$5,000 are expected: Useful Life

Office Carpet Floor: 15 years

Restroom Tile Floor: 25 years

Bus Bay renovation/addition: 50 years

This project was reviewed by the FTA NEPA specialists and they provided clearance for a Categorical Exclusion (CE) See attached email.

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

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

Funding Source	Section of Statute	CFDA Number
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

Milestone Name	Est. Completion Date	Description
----------------	----------------------	-------------

Start Date	9/1/2016	Begin Project. Evaluate and finalize design and any change design firm. Initiate contractor bidding process.
End Date	8/31/2018	Final walkthrough with city engineer. Certify completion. Close

Project Environmental Findings

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

Class Level Description

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

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date	Description	Date
	Class IIc CE Approved	

Project Title: Section 5339 Hub City Transit Admin/Maint Facility Construction

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2016-007-02-01	MS-2016-007-01-P3	5/4/2017	7/10/2017	9/30/2019

Project Description

AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 (\$239,673 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 of FY17 total \$109,214 (\$87,371 Federal and \$21,843 Local match). Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg on XXX. See attached STIP pages.

This grant application will fund (1) Project:

1. Reconstruction of the Hub City Transit Administrative and Maintenance Facility that was destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.)

The following items will be funded thru this grant:

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovations to the transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of rebuilding the complete administrative/ maintenance facility.

These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

- a. Overall Start Date -08/01/2016 End Date 07/31/2018
- b. Is request is not for Research and Development?
- c. Hattiesburg will not apply a "INDIRECT Cost" rate.
- d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Additional Information

The EF-3 tornado that came through Hattiesburg on January 21, 2017 dismantled Hub City Transit. The tornado destroyed the transit facility and each of the buses sustained significant damage. HCT is has being housed at the Hattiesburg Intermodal Facility since a tornado destroyed the Administrative and Maintenance Facility. Later this month, HCT will move into a temporary facility, an old car dealership, while the HCT Administrative and Maintenance Facility is being rebuilt.

Location Description

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$239,673
Local			\$59,919
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$299,592

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2016-007-02-01	114-00 (114-A2) BUS: SUPPORT EQUIP AND FACILITIES	\$239,673.00	\$59,919.00	\$299,592.00	2
MS-2016-007-02-01	11.41.03 ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	\$80,000.00	\$20,000.00	\$100,000.00	1
MS-2016-007-02-01	11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$159,673.00	\$39,919.00	\$199,592.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.41.03 - ENG/DESIGN - ADMIN/MAINTENANCE FACILITY				
Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.41.03	ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	ENGINEERING & DESIGN - BUS SUPPORT EQUIP/FACIL	1

Extended Budget Description

Amendment #1 -

Architect fees for developing the reconstruction of the Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado.

Project Administration will be provided by City administration and will be a part of the Engineering and Design.

A new facility of appox. 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of appox. 6,400 square feet; offices, storage and a restroom on the second floor of appox. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of appox. 2,000 square feet will be constructed.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialists in the Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

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

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

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$80,000
Local			\$20,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$100,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	7/10/2017	RFP/IFB Issued
Contract Awarded	10/10/2017	Contract Awarded. Construction Begins.
Contract Complete.	7/1/2019	Contract Complete. Construction Complete.
Project Closeout	9/30/2019	Project Closeout.

Budget Activity Line Item: 11.43.03 - CONSTRUCT - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.03	CONSTRUCT - ADMIN/MAINT FACILITY	CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL	1

Extended Budget Description

Amendment #1 -

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will

be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.) The existing slab will not be demolished.

A new facility of approx. 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of approx. 6,400 square feet; offices, storage and a restroom on the second floor of approx. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of approx. 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund the construction which will consist of:

-Construction Funding: The City of Hattiesburg anticipates completing all construction in one phase, as the Mass Transit Department is being housed in a temporary facility and the City of Hattiesburg wants the construction of the Mass Transit Admin/Maint Facility to be completed as soon as possible.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialists in the Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

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

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

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$159,673
Local			\$39,919
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$199,592

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	7/10/2017	RFP/IFB Issued
Contract Awarded	10/10/2017	Contract Awarded. Construction Begins.
Contract Complete	7/1/2019	Contract Complete. Construction Complete.
Project Closeout	9/30/2019	Project Closeout.

Project Environmental Findings

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

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment

and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date	Description	Date
	Class IIc CE Approved	5/19/2017

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By emmanuel.ramos@dot.gov

Comment Type Application Details

Date 5/23/2017

This is my comment for this application:

Comment * The application documents should include the schedule and schematic drawing of the project/facility.

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 5/23/2017

Lindsay I understand this is your first amendment and I am providing guidance below. See attached Circular.

Comment • Please go through each of my comments below. This is a fairly simple grant. However, you are missing the correct ALIs see below and the Extended Budget Description that goes with them.
• Please format this grant correctly so that the Original Grant MS-2016-007-00 is clearly separated from the Amendment
•

As per Circular 5010.1E Page III-17 (1)

• General. A new amendment to a Grant or Cooperative Agreement must meet the

same application requirements as a request for a new Award. Each Amendment is subject to DOL certification to the extent required by law. This grant will go to DOL once it has received all concurrences from reviewers

- if the amendment includes new activities, requisite documentation should be provided; such as, environmental (NEPA Concurrence completed) reviews and TIP/STIP information in process. Currently, under review by me and pending approval by the MPO.

- Procedure. All amendments must be submitted electronically through TrAMS.
- Amendments to the Grant or Cooperative Agreement require a revised Grant or Cooperative Agreement and revised Award Budget, and may require additional milestones adjusting the schedule of one or more Projects therein, or a change in the amount or program/source(s) of federal assistance obligated for the Award. The Amendment must meet the same requirements as a request for a new Award except that the recipient need not resubmit portions of the application for its original Award that are unaffected by the change.

- The Recipient must describe the reason for the Amendment and the changes to the Grant or Cooperative Agreement, include a detailed description of each change and a revised Award Budget, and update the period of performance, if applicable (this may also require additional milestones). To delineate the Amendment, the recipient should include a header (e.g., "Amendment #1,") in each narrative section, including the Executive Summary, the Project narrative and the extended
- details of the associated ALI.

That said please proceed to address my comments below:

Begin the Executive Summary with the words AMENDMENT #1 MS-2016-007-01 I have provided a copy of Gulf Port Amendment #1 to follow for formatting.

At the end of the Amendment #1 Executive Summary please provide a line to separate the original grant from the Amendment. Label "ORIGINAL APPLICATION MS 2016-007-00 (
See the attached example from Gulfport)

Each new ALI that is being added must be labeled Amendment #1. This is to help track the new scope and Ali's. See example below:

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.09	BUY REPLACEMENT TROLLEY BUS	BUY	
REPLACEMENTS - CAPITAL BUS	2			

Extended Budget Description

Amendment #1 -

Replace (2) existing fixed route trolleys with (2) new rubber tire 35' diesel engine trolley buses for Gulfport/Biloxi Service Area

\$503,500 (\$402,800 federal/\$100,700 local)

Useful life is 12 yr/500,000 miles

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space,

energy efficiency and to make it ADA compliant.

Please delete this – you have this at the end of the Executive Summary where it should go.

Application Start Date

The start date will be set to the date of the award

Application End Date Missing

Application Executive Summary

Under the Executive Summary please state where the local funds will come from

Under the Executive Summary please correct and specify exactly what this grant will fund: IMPORTANT

You will only need for this grant 3 ALIs:

This grant will fund (1) project

1. Engineering and Design

2. Project Administration (question is this part of the engineering and design? If so then you don't need another ALI but will need to explain under the Extended Budget Description who will be providing the project administration.

3. Construction – Please provide a brief description of the scope of this project. Attach any documents that describe in detail the extent/scope of the project.

You are missing the Extended Budget Description to the ALI's above

BUS: SUPPORT EQUIP AND FACILITIES (114-00) 11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached). remove

This grant application will fund (1) Project

1. Rehabilitation of the administration facility for administration space, energy efficiency and to make it ADA compliant. Please BRIEFLY describe the scope of this project: location, size, functionality, What occurred and what is being replaced. This grant will not be able to complete the whole project... Please explain the extent of the construction that these funds will cover.

The project will upgrade restrooms to be ADA compliant.

Enclose exterior shop bay.

Add additional open shop bay.

Renovate downstairs existing offices.

Renovate upstairs area to add additional office space.

Title this section NOTES: (under the Extended Budget)

1) The proposed project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the city's transit facility since the 1970's.

2) Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.

3) Construction management and oversight for preliminary engineering, procurement, contract management and inspection will be performed by the Director of Federal and

State Programs and City Engineer. They will be accompanied by the resources of the managers of HUB City Transit, Metropolitan Planning Organization and Grant Coordinator.

4) The City will insure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project in excess of \$100,000 be done "in-house."

5) As a Federal Entitlement city Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. Hattiesburg will follow established local and state purchasing and bid requirements for projects of this size. 6) Hattiesburg certifies an independent cost estimate will be prepared and available on file with the corresponding cost/price analysis for the scope of work of the project.

Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

Items over \$5,000 are expected: Useful Life

Office Carpet Floor: 15 years

Restroom Tile Floor: 25 years

Bus Bay renovation/addition: 50 years

This project was reviewed by the FTA NEPA specialists and they provided clearance for a Categorical Exclusion (CE) See attached email.

ACTION REQUIRED: When you have completed addressing each item please notify me to review... Thank you

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date 5/23/2017

More comments for this grant MS 2016-007-01

Comment

- Please remove the MTP document. Only the pages of the STIP showing the project being funded is attached. Your MTP is found on your Website and does not belong attached to this grant

- Please remove the entire UPWP - Only the pages of the UPWP showing the project being funded is attached. Your MTP is found on your Website and does not belong attached to this grant

- Missing Please attach the correct STIP page for the FY15 funding for this grant

- Please address Mr. Ramos's comments in the Review Comment section of this grant as well as my comments below.

Thank you

Comment By abigail.rivera@dot.gov

Comment Type Application Details

Date	5/25/2017
------	-----------

FTA Comments. Just a couple of minor comments: (NOTE: I have tweaked a little of the Executive Summary for clarity. You should use this format for future grants.)

- Please remove the following from under the Executive Summary.

Application Start Date

The start date will be set to the date of the award

Application End Date

9/30/2017 Please provide another date to allow you to complete your reports.

Recommendation; 9/30/2019

Under the PART 2 Executive Summary APPLICATION INFORMATION – please see the minor tweak I did to the first paragraph. I just moved a couple of words. Please copy this section exactly as it is to PART 3 Project Information. They are supposed to be mirror images with no deletion, additions or changes.

STIP INFORMATION

This project is programmed in 2017-2020 STIP for MS approved on XXXXX, and approved for Hattiesburg on ????. Amended for Hattiesburg on XXX.

NOTE: Please contact Mr. Randy Jansen, Planning Engineer, at the Federal Highway Administration-Mississippi Division, Office 601-965-7332 and request for a copy of the FHWA/FTA STIP/TIP approval Letter for Hattiesburg. The letter will provide the date of the approval for the STIP for Hattiesburg. This is the date you need to have inserted in my red comments. I have requested this approval letter and if Randy sends it to me I will forward it for to you for your records. However, the correct date of the STIP is necessary as well as the correct date of the amendment for this project.

Comment

Please move this sentence and relocate under the NOTE: These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). Add the following sentence. These funds were never used or disbursed. The total amount of this grant with the FY15, FY16 and 7/12 of FY17 is for \$ \$915,158 (\$732,126 federal and \$183,032 Local match)

—

WHY have you copied/repeated Parts 2 and Part 3 above for this section here? Please delete this section. It is incorrect. You already have PART 2 and PART 3 above that we have discussed. All you need to provide are the ALI and Extended Budget Description for each of your 2 projects being amended.

REMOVE

Project Title: Section 5339 Hub City Transit Admin/Maint Facility Construction
Project Number Temporary Project Number Date Created Start Date End Date
MS-2016-007-01-P3 MS-2016-007-01-P3 5/4/2017 7/10/2017 9/30/2019

Under each of the ALI Extended Budget Description please add:
The reconstruction of the Adm/Maintenance Facility has been reviewed by the

Environmental Specialists in the Regional Office and has been determined to be a Categorical Exclusion C(8). See attached memo.

Application Review Comments

Comment By abigail.rivera@dot.gov

Comment Type	Application Details
--------------	---------------------

Date	6/20/2017
------	-----------

Comment	MPO approved the amendment on April 26, 2017. The Amendment has gone to MDOT for approval at their June 13th Mississippi Transportation Commission meeting, and will then go to FTA for approval. This grant is being processed as a "Hardship Case"
---------	--

Part 6: Agreement

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

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

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

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

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

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

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

FTA AWARD

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

Recipient Information

Recipient Name: Hattiesburg, City Of

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2016-007-01

Award Name: (5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade

Award Start Date: The start date will be set to the date of the award

Award End Date: 9/30/2019

Award Executive Summary: AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 (\$239,673 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 of FY17 total \$109,214 (\$87,371 Federal and \$21,843 Local match).

Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg on April 26, 2017. See attached STIP pages.

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovations to the transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of rebuilding the complete administrative/ maintenance facility. These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

This grant application will fund (1) Project: Reconstruction of the Hub City Transit Administrative and Maintenance Facility that was destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.)

This grant will fund: P1

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and

Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

a. Overall Start Date -08/01/2016 End Date 07/31/2018

b. Is request is not for Research and Development?

c. Hattiesburg will not apply a "INDIRECT Cost" rate.

d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient is directly allocated these apportioned funds and can apply for funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$915,158.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$239,673.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$59,919.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$732,126.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$183,032.00

Award Budget Control Totals

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

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$732,126
Local			\$183,032
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$915,158

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

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

Review Decision: DOL Concurs - Certified
Original Certification Date: 09/08/2016 1:47 PM GMT

Review Decision: DOL Concurs - Certified
Amendment 1 Certification Date: 06/21/2017 10:56 AM GMT

Special Conditions

There are no special conditions.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
yvette.taylor@dot.gov
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: Yvette.Taylor@dot.gov
Award Date: 6/21/2017

EXECUTION OF THE GRANT AGREEMENT

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

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

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

Executed By:
Johnny DuPree
Mayor
Hattiesburg, City Of
6/21/2017

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

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

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

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

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

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

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

FTA AWARD

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

Recipient Information

Recipient Name: Hattiesburg, City Of

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2016-007-01

Award Name: (5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade

Award Start Date: The start date will be set to the date of the award

Award End Date: 9/29/2019

Award Executive Summary: AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 (\$239,673 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 of FY17 total \$109,214 (\$87,371 Federal and \$21,843 Local match).

Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg on April 26, 2017. See attached STIP pages.

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovations to the transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of rebuilding the complete administrative/ maintenance facility. These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

This grant application will fund (1) Project: Reconstruction of the Hub City Transit Administrative and Maintenance Facility that was destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.)

This grant will fund: P1

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No

c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

a. Overall Start Date -08/01/2016 End Date 07/31/2018

b. Is request is not for Research and Development?

c. Hattiesburg will not apply a "INDIRECT Cost" rate.

d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient is directly allocated these apportioned funds and can apply for funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$915,158.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$239,673.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$59,919.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$732,126.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$183,032.00

Award Budget Control Totals

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

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$732,126
Local			\$183,032
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$915,158

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

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

Review Decision: DOL Concurs - Certified
Original Certification Date: 09/08/2016 1:47 PM GMT

Review Decision: DOL Concurs - Certified
Amendment 1 Certification Date: 06/21/2017 10:56 AM GMT

Special Conditions

There are no special conditions.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: Yvette.Taylor@dot.gov
Award Date: 6/21/2017

EXECUTION OF THE GRANT AGREEMENT

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

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

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

Executed By:
Johnny DuPree
Mayor
Hattiesburg, City Of
6/21/2017



City of Hattiesburg, MS

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

Master

File Number: 2017-781

File ID: 2017-781

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Carter Carroll

File Created: 10/02/2017

Brief Title: Designate the first Field Family Fest, a live music festival to be held from noon- 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Final Action: 10/03/2017

Minute Book Number: MB2017-419

Title:

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

Notes:

Agenda Date: 10/03/2017

Indexes:

Agenda Number: VI.-18

Sponsors:

Enactment Date:

Attachments: Field Family Fest flyer

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/02/2017					
1	City Council	10/03/2017	Designate				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Designate the first Field Family Fest, a live music festival to be held from noon - 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148. The event will feature 4-6 bands and 4-6 individual performers and is presented by Open Mind Entertainment, LLC, a Hattiesburg music and arts collective.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

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

Text of Legislative File 2017-781

Title

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

Summary

Designate the first Field Family Fest, a live music festival to be held from noon- 10 p.m. Friday, October 27, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Field Jam EST

CHAIN PARK at TWIN LAKES
5619 HWY 42
HATTIESBURG, MS

LIVE MUSIC FESTIVAL
and

10 / 27 / 17



City of Hattiesburg, MS

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



Meeting Agenda - Final

Monday, October 2, 2017

4:00 PM

Council Chambers

City Council - Work Session

1. Travel Policy - Delgado
2. Police Surveillance Technology - Delgado
3. Grass on Curbs and Sidewalks - Dryden