

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 1, 2013 - 5:30 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Phil Fisher

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brabham followed by the pledge of allegiance to the flag led by Alderman Ellis.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 David Ellis – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Greg Cronin – Alderman Ward 4
 Jan Cossitt – Alderwoman Ward 5
 Mike Cashion – Alderman Ward 6

Joyce Langston Ferris of 810 Dunton Road addressed the board concerning a sewer backup into her house during a recent rain storm. The board took no action.

APPROVAL OF CONSENT AGENDA ITEMS A - W

MOTION made by Alderman Greer and **SECONDED** by Alderman Cashion to approve the Consent Agenda Items A-W. **MOTION CARRIED UNANIMOUSLY**

DEPARTMENT HEAD REPORTS

Mike Warren, Police Chief reported to the board the statistics for calls for service, traffic stops, number of tickets written, and number of arrests made during the last seven days of September 2013. The Police Chief updated the board on a DUI arrest and an arrest made for throwing a brick through a window at the Game Stop store. He also announced that his officers were going through their semi-annual weapons qualifications course and he also announced the retirement of the K-9 dog Dolar.

Barry Burnside, Fire Chief reported the statistics on the number of service calls including medical and fire calls during the last seven days of September 2013. He also updated the board on various activities and programs the fire department was involved in. These activities and programs included groups visiting the fire station, the use of the Fire Department's fire training

trailer, deputy fire chief meeting, activities the department would be participating in at Home Depot for Fire Safety Month, and the status of hiring new firefighters.

Mike Parker, Director of Public Works updated the board on the Pinehaven Drive expansion project, the 4 C's community garden project, and he announced that the Public Works Department during the recent rubbish cleanup and Hazardous Waste collection project that 3,228 pounds of Hazardous Waste and 64 tons of rubbish were collected.

BOARD OF ALDERMEN DISCUSSION AND REPORTS

There were no items from the Board of Aldermen.

MAYOR'S DISCUSSION AND REPORTS

APPROVE A RESOLUTION OPPOSING A REDUCTION OR ELIMINATION OF THE TAX EXEMPTION ON MUNICIPAL BOND INTEREST

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Ellis the board approved a resolution opposing a reduction or elimination of the tax exemption on Municipal Bond Interest. **MOTION CARRIED UNANIMOUSLY**

PROCLAIM THE WEEK OF OCTOBER 14, 2013 THROUGH OCTOBER 18, 2013 AS NATIONAL SCHOOL LUNCH WEEK

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderwoman Cossitt and **SECONDED** by Alderman Barnett the board approved proclaiming the week of October 14, 2013 through October 18, 2013 as National School Lunch Week. **MOTION CARRIED UNANIMOUSLY**

Upon a **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cronin the board voted to recess the meeting until 8:00 pm. **MOTION CARRIED UNANIMOUSLY**

The Mayor and Board of Aldermen of the City of Clinton, Mississippi reconvened the meeting at 8:00 pm.

COLLEGE STATION – DIMENSIONAL VARIANCES – DAVE RILEY

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cashion the board with the additional qualifications that no alterations would be made to the business section of the project without coming back to the board for their approval, occupancy in the housing would be monitored, the occupants would be issued a parking decal for their vehicles, a statement would be added to the rental agreement that they would not park their cars in the Lions Club Park parking places, and the parking area behind the building be gated to provide more security approved the request from Dave Riley for dimensional variances for the College Station project to be located in the City of Clinton, Mississippi. The Architectural Review Committee, the Historical Preservation Committee, and the Planning and Zoning Commission recommended approval. The request met all the requirements of Section 3004 of the City's Zoning Ordinance. **MOTION CARRIED UNANIMOUSLY**

During the discussion of this item several members of the Board made various comments. Alderman Brabham felt that this was the type of project that Olde Town needed. He also, felt that the developers had met the three criteria for the variances that were requested. Alderman Cronin also felt that the project met the criteria and he also stated that hopefully others would come forward with projects of this type for the development of Olde Town. Alderman Cashion stated he was against this project at first, however he had changed his mind, He also agreed that this project would be a benefit to Olde Town. Alderman Greer stated that this project was what was intended for Olde Town when the city held the Charette.

616 MERGANSER TRAIL – DIMENSIONAL VARIANCE – HOWARD AND AMELIA STUART

This item was removed from the agenda and no action was taken.

APPROVAL OF VARIOUS TEXT CHANGES TO THE CITY OF CLINTON'S ZONING ORDINANCE

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderman Cronin and **SECONDED** by Alderman Greer the board approved the various text changes to the City of Clinton's Zoning Ordinance with the exception of the changes proposed to Section 406.10 and Section 401.06(c). See the attachment to these minutes that show the various text changes that were proposed. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION FOR AD VALOREM TAXES TO MCNEELY PLASTIC PRODUCTS FOR TEN YEARS WITH A TRUE VALUE OF \$706,833 FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2022

This item was removed from the agenda and no action was taken.

APPROVE AMENDMENT # 11 TO THE CITY OF CLINTON MEDICAL AND DENTAL EMPLOYEE BENEFIT PLAN TO CHANGE THE LIFETIME AND ANNUAL BENEFIT AMOUNTS TO UNLIMITED AND FUTUREMORE, AUTHORIZE THE MAYOR TO SIGN SAID AMENDMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cronin the board approved Amendment # 11 to the City of Clinton Medical and Dental Employee Benefit Plan to change the Lifetime and Annual Benefit amounts to unlimited and furthermore, authorized the Mayor to sign said amendment.

MOTION CARRIED UNANIMOUSLY

Alderman Brabham stated that his approval of this item should in no way assume that he was in favor of the Affordable Care Act. His approval was based on the providing for the welfare of the City employees.

APPROVAL OF THE MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE YEAR ENDING SEPTEMBER 30, 2013

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Barnett the board approved the Municipal Compliance Questionnaire for the year ending September 30, 2013. **MOTION CARRIED UNANIMOUSLY**

RECEIVE THE CERTIFICATE OF ATTENDANCE FROM TAMRA MORGAN FOR ATTENDING THE MUNICIPAL COURT CLERKS STATEWIDE FALL SEMINAR HELD SEPTEMBER 11, 2013 THROUGH SEPTEMBER 13, 2013, THE 2013 PROFESSIONAL JUDICIAL DEVELOPMENT SEMINAR HELD SEPTEMBER 10, 2013 THROUGH SEPTEMBER 11, 2013, AND A CERTIFICATE OF RECOGNITION FOR TAMRA MORGAN IN RECOGNITION OF MEMBERSHIP IN THE MISSISSIPPI COURT CLERK'S ASSOCIATION FOR 25 YEARS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Brabham the board approved receiving the Certificate of attendance from Tamra Morgan for attending the Municipal Court Clerks Statewide Fall Seminar held September 11, 2013 through September 13, 2013, the 2013 Professional Judicial Development Seminar held September 10, 2013 through September 11, 2013, and a Certificate of Recognition for Tamra Morgan in recognition of membership in the Mississippi Court Clerk's Association for 25 years. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A PROPOSAL TO ENACT A TRAFFIC TICKET ASSESSMENT FOR THE PURPOSE OF FUNDING A PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM AND EQUIPMENT

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Cronin the board approved a proposal to enact a traffic ticket assessment for the purpose of funding a Public Safety Radio Communications System and Equipment. **MOTION CARRIED UNANIMOUSLY**

APPROVE RECEIVING A MISSISSIPPI JUSTICE ASSISTANCE GRANT FOR \$4,914.00 FOR VEHICLE EQUIPMENT

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Ellis the board approved receiving a Mississippi Justice Assistance Grant for \$4,914.00 for vehicle equipment. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ORDER AUTHORIZING THE USE OF ELEVEN (11) SPECIFIC UNMARKED VEHICLES IN THE CLINTON POLICE DEPARTMENT IN ACCORDANCE WITH SECTION 25-1-87 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Greer the board approved an Order authorizing the use of eleven (11) specific unmarked vehicles in the Clinton Police Department in accordance with Section 25-1-87 of the Mississippi Code of 1972, Annotated. **MOTION CARRIED UNANIMOUSLY**

APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CLINTON FIRE DEPARTMENT AND THE MISSISSIPPI STATE FIRE ACADEMY TO PROVIDE STAFF TO PROVIDE THE FIELD COURSE CURRICULUM OF NFPA 1521 FIRE SAFETY OFFICER

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Cronin and **SECONDED** by Alderman Brabham the board approved a Memorandum of Understanding between the Clinton Fire Department and the Mississippi State Fire Academy to provide staff to provide the field course curriculum of NFPA 1521 Fire Safety Officer. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS FOR HAMPSTEAD BOULEVARD, FEDERAL AID PROJECT NO. STP-7365-00(001)LPA/105562-701000

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cashion the board approved a resolution authorizing the Mayor to execute those documents and agreements required in connection with the Roadway, Drainage and Utility Improvements for Hampstead Boulevard, Federal Aid Project No. STP-7365-00(001)LPA/105562-701000. **MOTION CARRIED UNANIMOUSLY**

APPROVE TASK ORDER NO. 2013-010-05 GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND WILLIFORD, GEARHART & KNIGHT, INC.

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved Task Order No. 2013-010-05 General Services Agreement between the City of Clinton, Mississippi and Williford, Gearhart & Knight, Inc. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVAL OF PROPERTY AND LIABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE FOR THE FISCAL YEAR 2014

Sam Bryson, President of HUB International Gulf South, presented a proposal from Trident Insurance Company for fire, auto liability and worker's compensation insurance for the fiscal year 2013-2104. **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved the proposal of \$409,829.00 from Trident Insurance Company as the lowest and best bid, furthermore the board approved the payment of the additional premium of \$2,609.00 for terrorism coverage and approved the \$2,500.00 agent fee included in the Worker's Compensation Insurance premium. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR AND THE CITY ATTORNEY TO EXECUTE A STATEMENT OF ASSURANCES RELATING TO REAL PROPERTY ACQUISITIONS RELATED TO THE 2013 NRCS PROJECTS

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board authorized the Mayor and the City Attorney to execute a Statement of Assurances Relating to Real Property Acquisitions related to the 2013 NRCS projects. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE A LOAN IN THE AMOUNT OF \$3,000,713.00 FROM THE WATER POLLUTION CONTROL REVOLVING LOAN FUND FOR POLLUTION CONTROL FACILITIES

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Cossitt the board authorized the Mayor to execute a loan in the amount of \$3,000,713.00 from the Water Pollution Control Revolving Loan Fund for pollution control facilities. **MOTION CARRIED UNANIMOUSLY**

ANNOUNCEMENTS

Alderwoman Cossitt informed the board of the various awards that were recently received by the City's Parks and Recreation Department for the various recreational programs the department had sponsored over the past year.

Mark Jones, Communications Director, updated the board on the proposal process to be chosen as the first Mississippi city to receive Fiber to Home internet sponsored by C Spire.

ADJOURN 9:31 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Cashion to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held October 15, 2013 at 7:00 p. m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: 
Philip R. Fisher, Mayor

10/9/13
Date

ATTEST: 
Russell L. Wall, City Clerk

10-9-13
Date



**A RESOLUTION OPPOSING A
REDUCTION OR ELIMINATION OF THE
TAX EXEMPTION ON MUNICIPAL BOND INTEREST**

WHEREAS, tax-exempt municipal bonds are the primary means by which state and local governments finance three quarters of the critical infrastructure of our nation, including roads, bridges, hospitals, schools, and utility systems; and

WHEREAS, municipalities benefit from this tax exemption through substantial savings on the interest cost of borrowed money; and

WHEREAS, Congress is considering many options available to reduce the federal deficit; and

WHEREAS, one option it is evaluating would reduce, phase out, or eliminate the exemption on municipal bond interest; and

WHEREAS, the federal tax exemption on municipal bond interest has been in place since the first federal income tax was enacted in 1913 having been maintained through two world wars, the Great Depression and the recent Great Recession, and as a result, state and local governments save, on average, two percentage points on their borrowing to finance investment in public infrastructure; and

WHEREAS, investors in municipal bonds are generally exempt from paying federal income tax on the bond interest payments so even a partial income tax on otherwise tax-exempt interest would cause investors to demand higher returns on their municipal bond investments to make up for the tax they would have to pay; and

WHEREAS, the outcome of reducing or eliminating the tax exemption on municipal bond interest would be higher borrowing costs for state and local governments, less investment in infrastructure and fewer jobs;

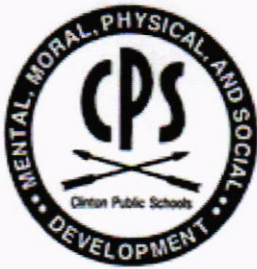
NOW, THEREFORE BE IT RESOLVED that the Mayor and Board of Aldermen of the City of Clinton, Mississippi on October 1, 2013, adopt this Resolution urging our United States Senators Cochran and Wicker and the Mississippi Delegation to the United States House of Representatives to strongly oppose any efforts by Congress or the Administration to reduce or eliminate the tax exemption on municipal bond interest.


Philip R. Fisher, Mayor


ATTEST: Russell L. Wall, City Clerk

SEAL





Phillip G. Burchfield, Ed.D.
Superintendent of Education

Clinton Public School District

P.O. Box 300
Clinton, MS 39056

Put on agenda

September 19, 2013

Mayor Phil Fisher
City of Clinton
300 Jefferson Street
P.O. Box 156
Clinton, MS 39060-0156

Dear Mayor Fisher:

Clinton Public School District is celebrating National School Lunch Week (NSLW) on October 14-18, 2013. This campaign includes events and activities that promote the benefits of healthy school lunches.

To garner increased support of the School Lunch Program, I am asking that the City of Clinton partner with the Clinton Public School District, again for a third year, in promoting this initiative. I am requesting that you will officially proclaim the week of October 14-18 as National School Lunch Week – to encourage all residents to become aware and concerned about their children's and their own nutrition habits, in hope of achieving a more healthful citizenry for today and the future.

Please complete the enclosed official proclamation and return it to me on or before Tuesday, October 1, 2013.

Thank you in advance for your support of student health at Clinton Public School District.

Best of health,

Keba Laird, M.B.A., R.D.N., L.D.
Child Nutrition Supervisor II

enclosure



NATIONAL SCHOOL LUNCH WEEK

OFFICIAL PROCLAMATION

- WHEREAS The National School Lunch Program has served our nation admirably for over 60 years through advanced practices and nutrition education; and
- WHEREAS the National School Lunch Program is dedicated to the health and well-being of our nation's children, and
- WHEREAS the National School Lunch Program has been joined through the years by many other excellent child feeding programs; and there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs.

NOW THEREFORE, I, Phil Fisher, Mayor of the City of Clinton, do hereby proclaim the week of October 14-18, 2013 as NATIONAL SCHOOL LUNCH WEEK and I encourage all residents to become aware and concerned about their children's and their own nutrition habits, in hope of achieving a more healthful citizenry for today and the future.

IN WITNESS WHERE OF, I have hereunto set me hand and caused the Official Seal of the City of Clinton to be affixed.

Done at the Mayor's office this 2nd day of OCTOBER in the Year, 2013.

MAYOR: Phil Fisher

ATTEST: Russell Way

STATE SEAL

July 26, 2013

Mr. Roy Edwards
City of Clinton
300 Jefferson St.
Clinton, MS 39056

Dear Mr. Edwards:

Please accept this letter stating the reason for requested conditional use and dimensional variance for new construction of a mixed use development at the corner of Monroe St. and Lawson St. The reason for the conditional use request is to fulfill the recommendation on page 28 of the Olde Towne Clinton Master Plan 2006. (Also known as the Charrette.) The Master Plan identifies the "proposed land use" of this area as "Mixed Commercial/Residential"

The reason for the Request for Dimensional Variance is to fulfill the Master Plan recommendation and create a high density, mixed use structure as illustrated on page 38 of the Master Plan.

- a. Special conditions and circumstances exist which are peculiar to this building in that the idea of a high density, mixed use structure would suggest the front of the building be immediately adjacent to the sidewalk which is immediately adjacent to the street.
- b. The literal interpretation of the provision of the Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district, specifically the building immediately to the South of the proposed building, the new police station and all of the buildings near the intersection of Jefferson St. and W. Leake St.
- c. Granting of the variance will not confer on the applicant any special privilege since the same buildings mentioned above do not meet the requirements of the existing Zoning Ordinance.

The proposed new building will be similar to new construction recently completed in the Olde Towne area by Mississippi College (bookstore and restaurant) and will complement the surrounding area. It will also increase surrounding property values and increase economic development by adding commercial/retail space and much needed student housing.

The proposed new building will greatly enhance the beauty of the area and will be a very attractive addition to Olde Towne. Thank you for your consideration of this request.

Sincerely,


Dave Riley

**APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
AND
CONDITIONAL USE PERMIT**

APPLICANT NAME: JAMES D Riley JR
APPLICANT ADDRESS: 301 College St Suite B
TELEPHONE NUMBER: 601-317-0120

LOCATION OF PROPOSED USE: 420 Monroe St.

PROPOSED LAND USE: Mixed Use Development
ZONING DISTRICT WHERE LOCATED: CLINTON OLDE TOWNE DISTRICT (OTC).

In accordance with Section 1606 of the Zoning Ordinance of the City of Clinton, any "action" as defined under Section 1600 of said ordinance shall require issuance of a **Certificate of Appropriateness**. Section 1605 requires preparation and submission of a site plan for all proposed "actions" in the Olde Towne Clinton District.

CONDITIONAL USE PERMITS IN THE OLDE TOWNE CLINTON (OTC) DISTRICT:

Section 1602 of the Zoning Ordinance of the City of Clinton requires that any applicant who proposes to locate any of the following uses in the Olde Towne Clinton (OTC) District to submit an application for a **Conditional Use Permit**: any facility or utility proposed by a public/quasi-public organization to be constructed or located in the OTC District; bed and breakfast inns; new duplexes or expansions of existing duplexes; and new multiple-family dwellings or expansions of existing multiple-family dwellings. A site plan is required under Section 3007.02 of the Zoning Ordinance for all Conditional Use Permits.

CRITERIA FOR APPROVAL OF A CERTIFICATE OF APPROPRIATENESS

The Clinton Historical Preservation Commission and the Clinton Planning Commission shall review all applications for **Certificates of Appropriateness** and **Conditional Use Permits** and forward their recommendations to the Mayor and Board of Aldermen. In accordance with Section 1607 of the Zoning Ordinance, the Mayor and Board of Aldermen, in reviewing this application and the required site plan must find that the proposed use of the land in the Olde Towne Clinton District meets the following criteria; the proposed use/ structure:

- is not excessively *dissimilar and inappropriate* and does not exhibit poor quality of design in the exterior appearance of proposed structures/ uses;
- is not unsightly and unsuitable in a way that is *out of harmony or incongruent with the existing visual features within the district*;
- will NOT result in harm or damage to the district which will manifest itself by:
 - (a) lower property values; (b) decreased economic growth; or
 - (c) diminished future opportunities for land use and development.

**APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
AND CONDITIONAL USE PERMIT-CONTINUED:**

CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT: In accordance with Section 3005.01 of the Zoning Ordinance, *satisfactory provision and arrangement* has been made concerning ALL of the following, as demonstrated through a review of required site plan:

- ingress and egress to the subject property and access in case of fire and catastrophe;
- off-street parking and loading areas as required by the Zoning Ordinance;
- refuse and services areas;
- utilities, with reference to locations, availability and compatibility;
- screening and buffering with reference to type, dimensions and character;
- required yards and other open space;
- general compatibility with adjacent properties and other property in the district;
- any other provisions deemed applicable by the Mayor and Board of Aldermen.

CERTIFICATE OF APPROPRIATENESS/ CONDITIONAL USE PERMIT

Following a review of this application for a Certificate of Appropriateness and a Conditional Use Permit (if applicable) and the required site plan by the Mayor and Board of Aldermen, we certify that the applicant has complied with all requirements of the Zoning Ordinance of the City of Clinton for issuance of a Certificate of Appropriateness and a Conditional Use Permit (if applicable).

Issued this the 2nd day of October, 2013



Mayor
City of Clinton



City Clerk
City of Clinton



REQUEST FOR DIMENSIONAL VARIANCE
APPLICATION

Subject Property Address 420 Monroe St.
Owner JAMES D Riley SR.
Address 301 College St suite 3
Clinton, MS 38056
Phone # 601-317-0120
Current Zoning District Clinton Olde Towne District

Requirements of Applicant:

1. Letter stating reason for requested dimensional variance.
2. Copy of the written legal description.
3. Site plan of property.
4. \$250.00 fee required for processing.

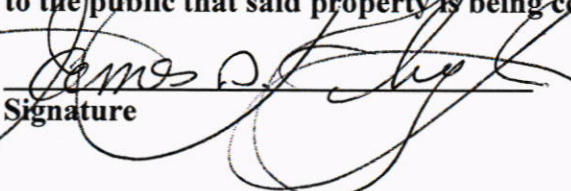
Requirements for Granting Variances: (Section 2404.01 – Zoning Ordinance)

- (a). Applicant shall demonstrate that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
- (b). Applicant shall demonstrate that literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under terms of this Ordinance.
- (c). Applicant shall demonstrate that granting the variance will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a dimensional variance.


Signature

7-30-13
Date

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200445340
James Riley Mixed Use Hearing

Notice is hereby given to those parties in interest that there will be a public hearing on August 27, 2013, at 6:30 p.m. at the A. E. Wood Community Activities Building at 111 Clinton Boulevard in Clinton, Mississippi, to determine whether or not a Conditional Use and Dimensional Variance shall be granted to Mr. James Riley for the purpose of erecting a mixed-use development; said property located at 420 N. Monroe Street, Clinton, Hinds County, Mississippi per Hinds County Tax Parcel 2860-665-1.
August 11, 2013
0200445340-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

BEVERLY BENNETT

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/11/2013

Size: 91 words / 1.00 col. x 23.00 lines

Published: 1 time(s)

Total: \$19.42

Signed Beverly Bennett
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 8/11/2013.

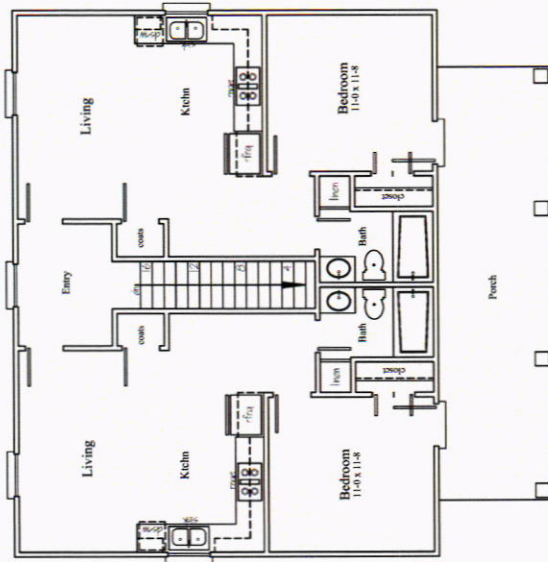
Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)





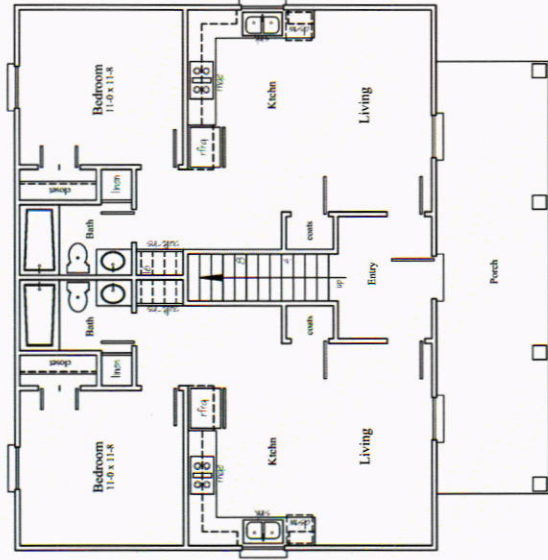
AMENITIES

1. WASHER AND DRYER
2. STAINLESS STEEL APPLIANCES:
REFRIGERATOR
RANGE
MICROWAVE
3. REFRIGERATOR W/ICE MAKER
4. GARBAGE DISPOSAL
5. ALARM SYSTEMS
6. CENTRAL HEAT AND AIR
7. INSULATED WINDOWS AND DOORS
8. WOOD LAMINATE FLOORING



July 19, 2013

TYPICAL FLOOR PLAN - UPPER LEVEL



TYPICAL FLOOR PLAN - LOWER LEVEL



PERSPECTIVE



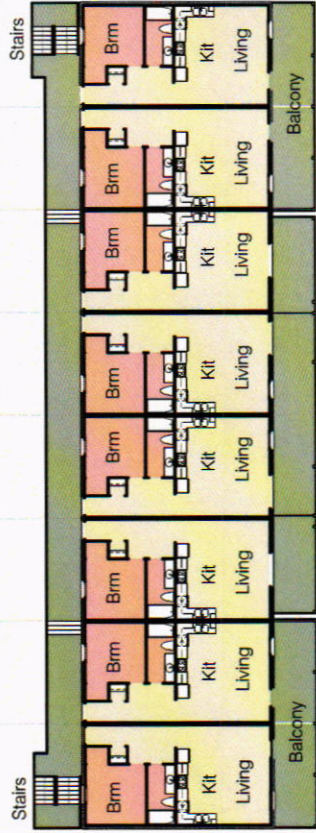
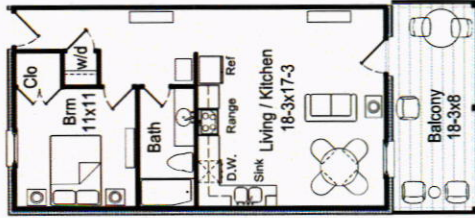
ELEVATION FACING EAST STREET

COLLEGE STATION @ 420 MONROE STREET

CLINTON, MS

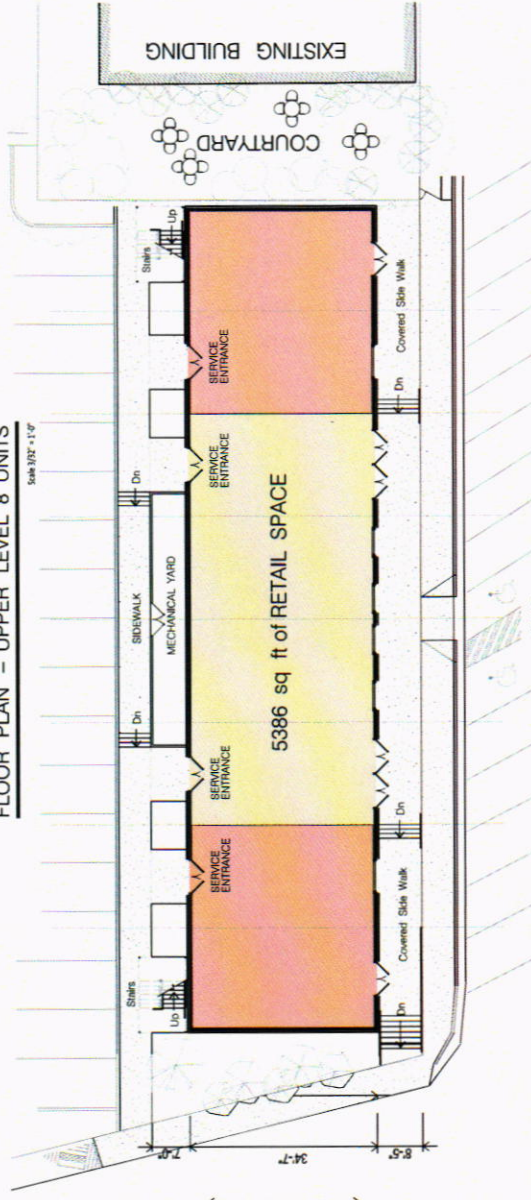
By Design

714 Bonnie Blue Cove
collerville, TN. 38017
901.853.9100 Voice



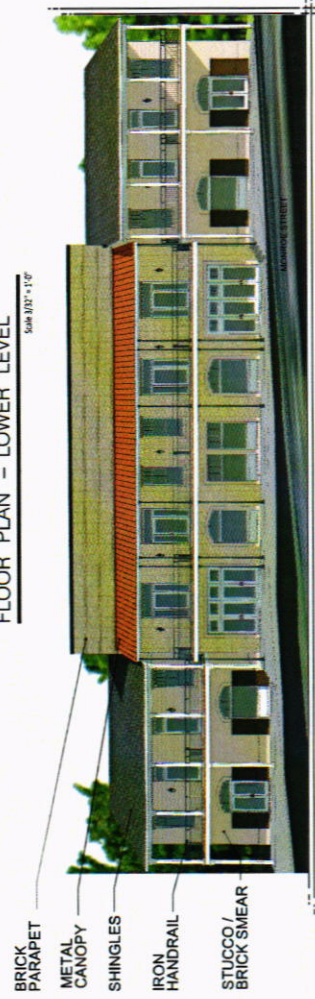
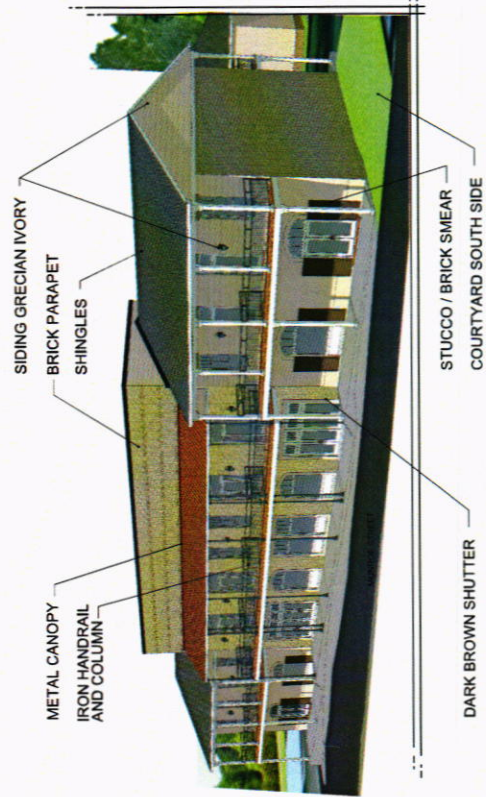
FLOOR PLAN - UPPER LEVEL 8 UNITS

Scale 1/32" = 1'-0"



FLOOR PLAN - LOWER LEVEL

Scale 1/32" = 1'-0"



Request for Dimensional Variance

We live at 616 Merganser Trail in Lakeridge. Currently our home has an open carport and a back door that is not directly under the carport. We would like to add an enclosed garage at the end of the driveway and enclose the carport as an addition to the house. We will connect the garage to the main house with a breezeway. We have worked with a local supplier in effort to match the new garage to the existing home seamlessly.

We want to make these changes to make our home secure. Our home was broken into and truck was stolen on 8/12/2013. Also, we had a truck stolen on 11/18/2012. The first truck was taken from under the carport. The second truck was taken from the driveway after the house was broken into when the exposed backdoor was kicked in. After the proposed changes the cars will be in a garage and the backdoor will be behind a fence.

The new garage will be erected 20 feet from our property line. This is in violation of the minimum yard building code. The required minimum yard in an R-E district is 25 feet. We are requesting a variance from this code.

The attached drawing shows (to scale) where the garage will be located. Due to the location of the driveway and house it is not feasible to place the garage in any other location. After careful consideration this the only feasible way to make our home safe and secure.

Property Line

← 20' →

← 16' →

Driveway

New Garage

24' x 24'

14' x 6'

10' Slope

Storage
22' x 6'

Carport

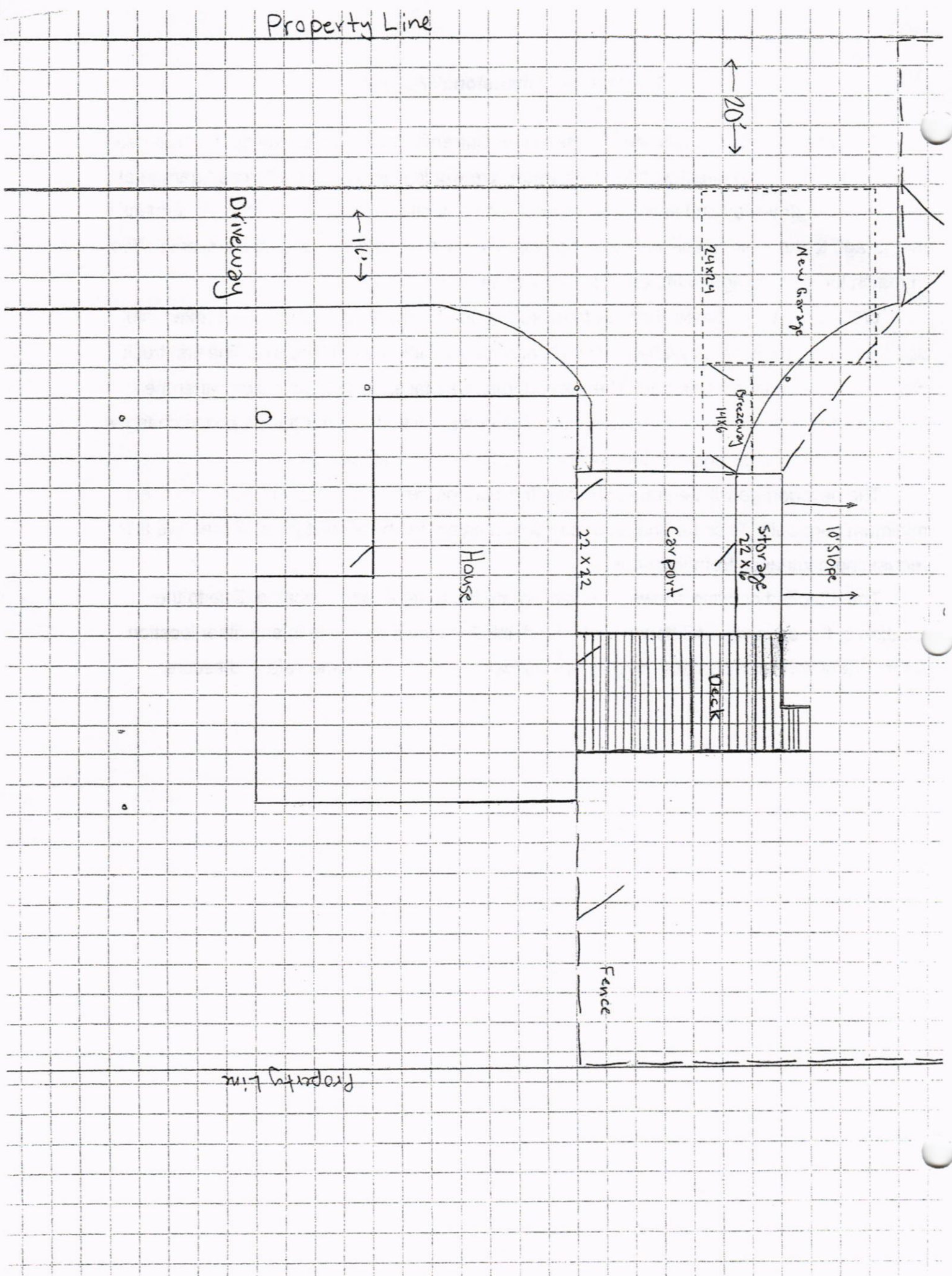
22' x 22'

Deck

House

Fence

Property Line



RECEIVED
SEP 4 2013

V-13039

Re

REQUEST FOR DIMENSIONAL VARIANCE
APPLICATION

Subject Property Address 616 Merganser Trail
Owner Howard + Amelia Stuart
Address 616 Merganser Trail
Clinton, MS 39056
Phone # 601-317-3372 (Marty Stuart 04@Yahoo.com)
Current Zoning District R-E

Requirements of Applicant:

1. Letter stating reason for requested dimensional variance.
2. Copy of the written legal description.
3. Site plan of property.
4. Complete set of working plans.
5. Proposed signage to include color and size.
6. \$250.00 fee required for processing.

Requirements for Granting Variances: (Section 2404.01 – Zoning Ordinance)

- (a). Applicant shall demonstrate that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
- (b). Applicant shall demonstrate that literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under terms of this Ordinance.
- (c). Applicant shall demonstrate that granting the variance will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a dimensional variance.

Howard Stuart
Signature

9/4/13
Date

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200447487
Howard Stuart DV Hearing

Notice is hereby given to those parties in interest that there will be a public hearing on September 24, 2013, at 6:30 p.m. at the A. E. Wood Community Activities Building at 111 Clinton Boulevard in Clinton, Mississippi, to determine whether or not a Dimensional Variance shall be granted to Howard M. Stuart for the purpose of constructing a garage; said property located at 616 Merganser Trail, Lot 105 Lakeridge S/D Part 4, Clinton, Hinds County, Mississippi per Hinds County Tax Parcel 2982-375.

September 9, 2013
0200447487-01

BEVERLY BENNETT

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/9/2013

Size: 92 words / 1.00 col. x 23.00 lines

Published: 1 time(s)

Total: \$19.54

Signed Beverly Bennett
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/9/2013.

Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



A

Breeze way

14'

A

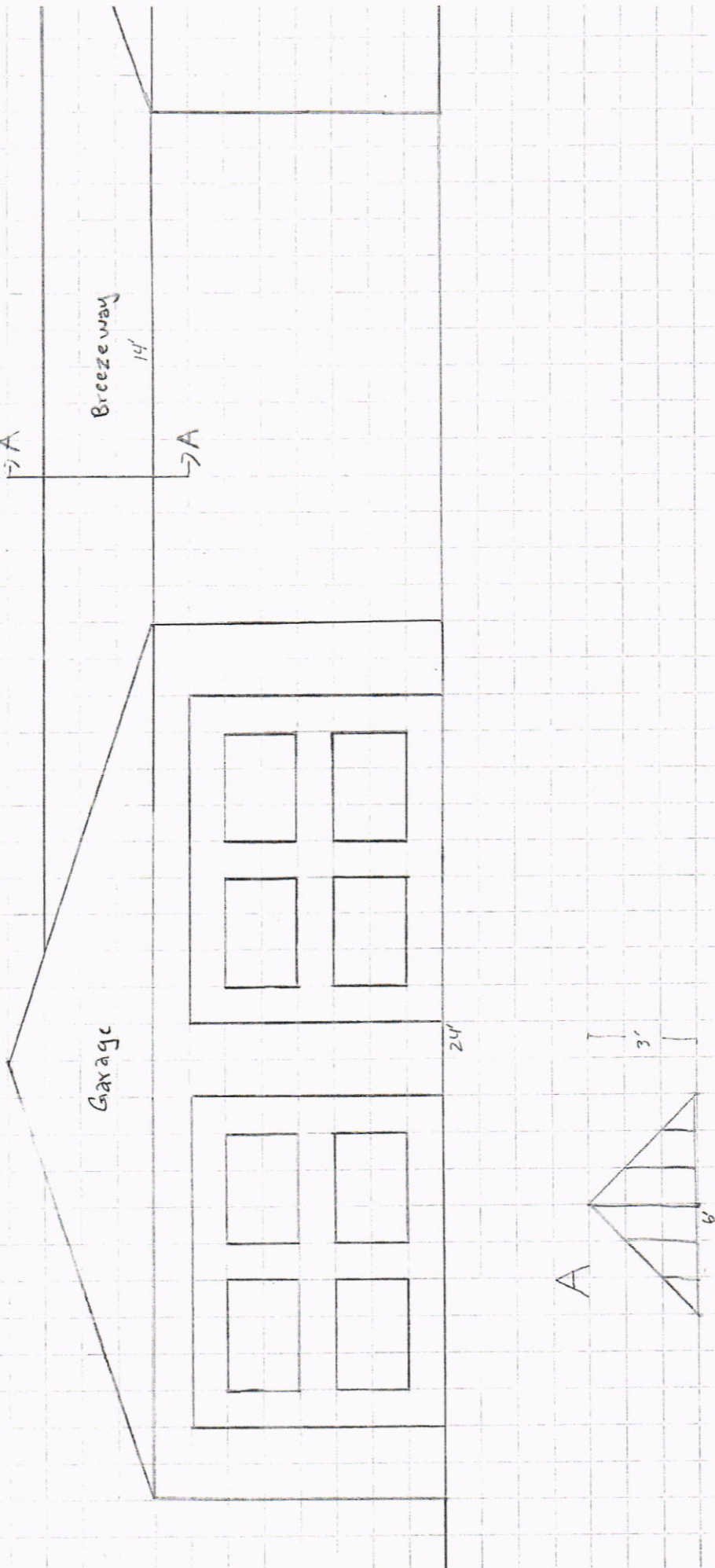
Garage

24'

A

3'

6'



**City of Clinton
Planning & Zoning Commission**

September 24, 2013
6:30 p.m.
Woods Community & Therapeutic Center

Minutes recorded by Kelly Hall, Administrative Assistant.

Commission members present: Jim Martin, Mark Williams, Nancy Davis, Bettye King, Christine Whitten

City Officials present: Roy Edwards (Director of Community Development)

The meeting was called to order at 6:35 p.m. by Mr. Martin. He welcomed Christine Whitten to the Commission; she is the new representative for Ward 1.

The minutes of the August 27, 2013 meeting were reviewed. Ms. Whitten noted that only three members were present at that meeting and asked what constituted a quorum? At the time of the August 27th meeting there were two vacancies on the commission and three out of five available members represented a quorum. As there were no corrections to be considered Mark Williams motioned and Nancy Davis seconded the motion to approve the minutes as written. After a unanimous vote the motion to approve the minutes from the August 27, 2013 meeting passed.

New Considerations

A. 616 Merganser Trail – Dimensional Variance

Howard (Marty) and Amelia Stuart are requesting a 5' dimensional variance that will enable them to enclose their carport as an addition to their house, move their fence and build a garage at the end of their driveway. The garage would be connected to the house via a breezeway. The present setback is 25'. They have had a vehicle stolen twice and their back door kicked in by thieves in the 2.5 years they have lived in this house. This project will increase the security of their property by putting the back door behind their fence and their vehicles in a garage that can be closed and locked. Nancy Davis asked how many questions had been received since the hearing notice signs were erected and was told that no calls had been received. Mr. Martin asked if the driveway was 25' from the property line and Mr. Stuart responded that it is 20' from the property line. Mr. Edwards presented photos of the property as well as photos of other homes in Lakeridge with garages similar to what the Stuarts want to build. Mr. Stuart noted that his house (and possibly one other home) is the only one in Lakeridge with a carport instead of a garage. Mr. Martin asked if the garage could be moved over five feet in order to meet setback requirements; Mr. Stuart said that due to a deep slope behind his house there would need to be a considerable amount of dirt work needed in order to get a site where the garage could be placed. Mr. Martin noted that one concern

with the variance request is the fact that there is an existing structure that fits on the property without the variance. Ms. Whitten noted that she had viewed the property and confirmed that the site conditions make it a very expensive situation to try to make this work with existing restrictions. Ms. King asked when the house was built and was told by Mr. Stuart that the house is 27 years old; Ms. King said that to construct the garage within the setback limits would cost almost as much it cost to build the house in the first place. Mr. Martin stated that he could understand the Stuart's need for more security but he did not feel that the three criteria required to grant the dimensional variance have been met. Other homes that do not meet setback requirements were grandfathered in when this area was annexed by the city. If this variance is granted, it would open the door to others in Lakeridge who decide they want to build an accessory structure within the setback area as well as this being considered a special privilege. Mr. Martin opened the public hearing for comments and questions. There being none, the public hearing was closed. Nancy Davis made the motion, seconded by Christine Whitten, to forward the Stuart's dimensional variance request to the Mayor and Board of Alderman with our recommendation for approval. The motion was based upon the following findings of fact:

1. Special conditions and circumstances exist.
 - a. The location of the driveway.
 - b. The lot drops off behind the house.
 - c. The expense to bring in fill dirt and build would exceed the value added to the home.
 - d. Safety and security – the rear door under the existing carport is out of view of the neighbors and the street which allows break-ins to go unseen.
2. Literal interpretation of Ordinance deprives applicant of rights commonly enjoyed by other properties in the same district.
 - a. There are other such uses in the area.
 - b. The applicant would have to seek a variance to build an accessory structure (detached garage) due to 150' restriction.
 - c. The applicant would have to bring in a lot more fill dirt to the rear yard.
3. Will this variance grant applicant any special privilege that is denied by the Ordinance to other lands or structures in the same district?
 - a. Other such uses, except detached from main structure, in the area.

The vote was as follows: In favor were Nancy Davis, Christine Whitten and Bettye King; those opposed were Mark Williams and Jim Martin. The motion to forward the Stuart's dimensional variance request to the Mayor and Board of Alderman carried.

B. Text Changes to City Ordinances

Mr. Edwards presented text changes needed to clarify or correct some of the city's ordinances. He noted that the majority of these changes are to clean up confusing language. The suggested changes are listed on the attached sheet. Christine Whitten recused herself from discussion related to Section 406.13 – there are presently two ordinances related to garage sales and this combines them and makes a correction related to fees (there is a \$10 permit fee). Ms. Whitten returned to the meeting when

discussion moved to the next item. Regarding Section 2705.06, this section allows for owners of existing signs to petition Mayor and Board of Aldermen to allow relocation or modification of existing signs if there is a net reduction in total number of signs. Section 3002.02(c) is being changed to require the same time frame for submission of materials to be considered by the City as in other sections of the ordinance. Mr. Martin opened the public hearing for comments and questions. There being none, the public hearing was closed. Bettye King made the motion, seconded by Mark Williams, to forward the text changes to the Mayor and Board of Alderman with our recommendation for approval. The vote was unanimous in favor and the motion carried.

Other Business

There was no other business for discussion.

Next Meeting

The date for the next meeting of the Planning & Zoning Commission will be Tuesday, October 22, 2013.

There being no further business to come before the meeting Bettye King moved to adjourn and was seconded by Mark Williams. The vote was unanimous in favor of adjournment and the motion carried. The meeting was adjourned at 7:25 p.m.

**AN ORDINANCE AMENDING THE OFFICIAL ZONING ORDINANCE OF
CITY OF CLINTON, MISSISSIPPI**

WHEREAS, a public hearing, pursuant to Section 3006.05 of the Zoning Ordinance of City of Clinton, Mississippi, was set for the 24th day of September 2013, at 6:30 o'clock P.M.; and,

WHEREAS, City of Clinton did cause notice of said hearing to be published in the Clarion-Ledger, a newspaper published in Hinds County, Mississippi, in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the City of Clinton Planning Commission did conduct a full and complete hearing, and thereafter, did forward their recommendation for approval to the City of Clinton Mayor and Board of Aldermen; and

BE IT ORDAINED by the Mayor and Board of Aldermen of City of Clinton, Mississippi that the Official Zoning Ordinance of City of Clinton be amended as follows:

AMENDMENT TO ZONING ORDINANCE

The City of Clinton Zoning Ordinance is hereby amended as follows:

- | | |
|---------------------|---|
| Section 201 | Remove first definition for <u>Child Care Facility</u> .

Change <u>Restaurant, Fast Food</u> to read: A commercial establishment whose principal business is the sale of pre-prepared or rapidly prepared food and/or beverages for consumption either within the restaurant or for carry-out, and where customers are not served food and/or beverages by a restaurant employee (waiter or waitress) at the same table or counter where items are consumed; and the establishment includes a drive-through service facility and/or offers curb service. |
| Section 404.01 | Change: A preliminary plat shall not be approved unless the developer's proposals for the landscaped strip are acceptable to the Planning Commission Mayor and Board of Aldermen. |
| Section 406.13 | Add: No permit shall be valid for a period of more than six days. No permit shall be issued for any one location in the city, nor to any one person, regardless of the location, for more than one such sale during any six-month period, except by petition to the Mayor and Board of Aldermen. |
| Section 2705.06 | Add: Any sign approved as a result of petition shall be a permitted use under City of Clinton Zoning Ordinance and shall be exempt from the declaration that billboards are prohibited signs within the City of Clinton and where permitted will not be considered a non-conforming use. |
| Section 3002.01(B.) | Change: ...Section 2807 3007. |
| Section 3002.02(C.) | Change in second sentence: ...at least twenty-one thirty (30) days prior... |
| Section 3007.02(G.) | Change: All signs... to All new signs... |
| Section 3007.02 | Add: 3007.02(J.) All new developments in any zoning district. |
| Section 3008.03 | Remove: If the Planning Commission determines that the proposed structure is excessively dissimilar and makes a specific finding that the structure as proposed would provoke one or more of the harmful effects as set forth in 3007.01, and that such finding is not based upon personal preference as to taste or architectural style or design, then the application for a building permit shall be denied. |

This Ordinance shall be effective on the 1st of November, 2013.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 1st day of October, 2013.

A Motion for adoption was made by Alderman Cronin and seconded by Alderman Greer. The foregoing Ordinance having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Aldermen that the Ordinance be read before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	Yea
Alderman Ellis voted:	Yea
Alderman Greer voted:	Yea
Alderman Barnett voted:	Yea
Alderman Cronin voted:	Yea
Alderwoman Cossitt voted:	Yea
Alderman Cashion voted:	Yea

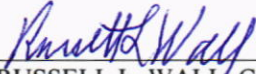
Whereupon the Mayor declared the Motion carried and the Ordinance approved and adopted. The foregoing Ordinance was approved this the 1st of October, 2013.

CITY OF CLINTON

BY: 

PHILIP R. FISHER, Mayor

ATTEST:



RUSSELL L. WALL, City Clerk



Proposed Amendments to
City of Clinton
Zoning Ordinance

- Section 201 Remove first definition for Child Care Facility.
- Change **Restaurant, Fast Food** to read: A commercial establishment whose principal business is the sale of pre-prepared or rapidly prepared food and/or beverages for consumption either within the restaurant or for carry-out, and where customers are not served food and/or beverages by a restaurant employee (waiter or waitress) at the same table or counter where items are consumed; and the establishment includes a drive-through service facility and/or offers curb service.
- Section 401.06(c) Add: **Unless a greater area is approved by the Mayor and Board of Aldermen**
- Section 404.01 Change: A preliminary plat shall not be approved unless the developer's proposals for the landscaped strip are acceptable to the ~~Planning Commission~~ **Mayor and Board of Aldermen**.
- Section 406.10 Remove from second paragraph: where NO PARKING signs have been installed.
- Section 406.13 Add: **No permit shall be valid for a period of more than six days. No permit shall be issued for any one location in the city, nor to any one person, regardless of the location, for more than one such sale during any six-month period, except by petition to the Mayor and Board of Aldermen.**
- Section 2705.06 Add: **Any sign approved as a result of petition shall be a permitted use under City of Clinton Zoning Ordinance and shall be exempt from the declaration that billboards are prohibited signs within the City of Clinton and where permitted will not be considered a non-conforming use.**
- Section 3002.01(B.) Change: ...Section ~~2807~~ **3007**.
- Section 3002.02(C.) Change in second sentence: ...at least ~~twenty-one~~ **thirty (30)** days prior...
- Section 3007.02(G.) Change: All signs... to All **new** signs...
- Section 3007.02 Add: **3007.02(J.) All new developments in any zoning district.**
- Section 3008.03 Remove: ~~If the Planning Commission determines that the proposed structure is excessively dissimilar and makes a specific finding that the structure as proposed would provoke one or more of the harmful effects as set forth in 3007.01, and that such finding is not based upon personal preference as to taste or architectural style or design, then the application for a building permit shall be denied.~~

Red→ proposed changes

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200447488
Text Change Notice of Hearing

NOTICE OF ZONING
HEARING
TO AMEND ZONING
ORDINANCE

NOTICE IS HEREBY
GIVEN TO THOSE
PARTIES IN INTEREST
THAT THERE WILL BE A
HEARING ON
SEPTEMBER 24, 2013 AT
6:30 P.M., AT THE A. E.
WOOD COMMUNITY
ACTIVITIES BUILDING AT
111 CLINTON
BOULEVARD IN CLINTON,
MISSISSIPPI, FOR THE
PURPOSE OF
DETERMINING WHETHER
OR NOT CERTAIN
AMENDMENTS SHALL BE
MADE TO THE ZONING
ORDINANCES OF
CLINTON, HINDS
COUNTY, MISSISSIPPI. A
COPY OF PROPOSED
AMENDMENTS MAY BE
PICKED UP AT THE
OFFICE OF COMMUNITY
DEVELOPMENT LOCATED
AT 200 W. LEAKE STREET,
CLINTON, MS. 39056.
FOR ADDITIONAL
INFORMATION CONTACT
ZONING ADMINISTRATOR
AT (601) 924-2256.

September 9, 2013
0200447488-01

BEVERLY BENNETT

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/9/2013

Size: 115 words / 1.00 col. x 38.00 lines

Published: 1 time(s)

Total: \$22.30

Signed Beverly Bennett
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/9/2013.

Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



City of Clinton

Mississippi

Community Development

Planning & Zoning Commission

September 24, 2013

- I. Call to Order
- II. Consideration and Approval of August 27, 2013 minutes
- III. New Considerations:
 - A. 616 Merganser Trail, Lakeridge S/D – Dimensional Variance
 - B. Text Changes to Zoning Ordinances
- IV. Other Business
- V. Next Meeting

The next meeting will be held on Tuesday, October 22, 2013.
- VI. Adjournment

AMENDMENT NO. 11

TO THE
Plan Document and Summary Plan Description for
CITY OF CLINTON
MEDICAL AND DENTAL EMPLOYEE BENEFIT PLAN

By this agreement, the City of Clinton Medical and Dental Employee Benefit Plan is hereby amended effective August 1, 2013 as follows:

1. The Section entitled SCHEDULE OF BENEFITS is modified as follows:

- | | |
|---------------------------------------|-----------|
| a. Maximum Benefit Amounts / Lifetime | Unlimited |
| b. Maximum Benefit Amounts / Annual | Unlimited |

The Plan Document and Summary Plan Description have been amended to reflect this change. All other terms and conditions of the Plan, as amended, which are not affected by this Amendment are unchanged.

IN WITNESS WHEREOF, this Agreement has been executed this 2nd day of October, 2013.

BY:

[Signature]
Signature

MAYOR
Name/Title

[Signature]
Witness CITY CLERK



Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no" and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Clinton, Mississippi
300 Jefferson Street
Clinton, Mississippi 39056

2. List the date and population of the latest official U.S. Census or most recent official census:

2010 – 25,216

3. Names, addresses and telephone numbers of officials (including elected officials, chief administrative officer, and attorney).

Philip R. Fisher, Mayor
300 Jefferson Street
Clinton, Mississippi 39056

Jehu Brabham, Alderman-at-Large
106 Longwood Drive
Clinton, Mississippi 39056

Office: 601-925-6103

Home: 601-924-0418

David Ellis, Alderman Ward 1
1830 Clinton Raymond Road
Clinton, Mississippi 39056

Home: 601-924-1048

Tony Greer, Alderman Ward 2
310 Monterey Drive
Clinton, Mississippi 39056

Home: 601-924-4201

William O Barnett, Alderman Ward 3
1006 Briarwood Drive
Clinton, Mississippi 39056

Home: 601-924-7249

Greg K. Cronin, Alderman Ward 4
10 Highland Square
Clinton, Mississippi 39056

Home: 601-926-1430

Jan Cossitt, Alderwoman Ward 5
206 East Main Street
Clinton, Mississippi 39056

Home: 601-941-7934

Mike Cashion, Alderman Ward 6
202 Church Street
Clinton, Mississippi 39056

Home: 601-924-8893

Kenneth R. Dreher, P.A., City Attorney
Post Office Box 1121
Clinton, Mississippi 39060

Office: 601-925-5316

4. Period of time covered by this questionnaire:

From: October 1, 2012 To: September 30, 2013

5. Expiration date of current elected officials' term:

June 30, 2017

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2013

Answer All Questions: Y – YES, N – No, N/A – NOT APPLICABLE

PART 1 – General

- | | |
|--|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | Y |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | Y |
| 6. Are all required personnel covered by appropriate surety bonds? | |
| Board or council members (Sec. 21-17-5) | Y |
| Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| Municipal clerk (Section 21-15-38) | Y |
| Deputy clerk (Section 21-15-23) | Y |
| Chief of police (Section 21-21-1) | Y |
| Deputy police (Section 45-5-9) (if hired under this law) | Y |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | Y |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y |

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II – Cash and Related Records

1. Where required, is a claim docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claim docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y
11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution)--Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II-Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III – Purchasing and Receiving

1. Are bids solicited for purchases required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

- | | |
|---|---|
| 2. Are all lowest and best bid decisions properly documented?
[Section 31-7-13(d)] | Y |
| 3. Are all one-source item and emergency purchases
documented on the board's minutes? [Section 31-7-13(m)
and (k)] | Y |
| 4. Do all officers and employees understand and refrain from
accepting gifts or kickbacks from suppliers? (Section
31-7-23) | Y |

PART IV – Bonds and Other Debt

- | | |
|---|---|
| 1. Has the municipality complied with the percentage of taxable
property limitation on bonds and other debt issued during the
year? (Section 21-33-303) | Y |
| 2. Has the municipality levied and collected taxes, in a sufficient
amount for the retirement of general obligation debt principal
and interest? (Section 21-33-87) | Y |
| 3. Have the required trust funds been established for utility
revenue bonds? (Section 21-27-65) | Y |
| 4. Have expenditures of bond proceeds been strictly limited to
the purposes for which the bonds were issued? (Section
21-33-317) | Y |
| 5. Has the municipality refrained from borrowing, except where
it had specific authority? (Section 21-17-5) | Y |

PART V – Taxes and Other Receipts

- | | |
|---|-----|
| 1. Has the municipality adopted the county ad valorem tax rolls?
(Section 27-35-167) | Y |
| 2. Are interest and penalties being collected on delinquent
ad valorem taxes? (Section 21-33-53) | Y |
| 3. Has the municipality conducted an annual land sale for
delinquent ad valorem taxes? (Section 21-33-63) | N/A |
| 4. Have the various ad valorem tax collections been deposited
into the appropriate funds? (Separate Funds for Each Tax
Levy) (Section 21-33-53) | Y |

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than $\frac{1}{4}$ mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

CITY OF CLINTON, MISSISSIPPI

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2013

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Clinton, and, to the best of our knowledge and belief, all responses are accurate.

Russell L. Wall
Russell L. Wall, City Clerk

Philip R. Fisher
Philip R. Fisher, Mayor

10/2/13
Date

10/2/13
Date





Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to
Tamra Morgan

for having attended the
Municipal Court Clerk Seminar
Jackson Marriott ~ Jackson, Mississippi
September 11-13, 2013

conducted by the
Mississippi Judicial College

Linda E. Beasley
Program Manager

Cynthia R. [Signature]
Director



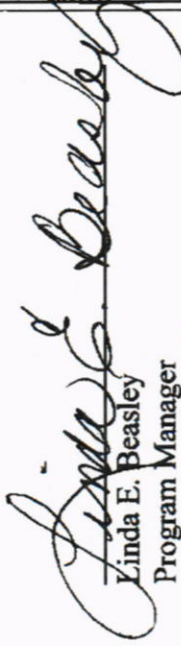
2013 Professional Judicial Development

The Mississippi Judicial College certifies that

TAMRA MORGAN

*Attended the above program
at the Jackson Marriott in Jackson, Mississippi
on September 10 -11, 2013
and is awarded Continuing Judicial Education Credits
6 hours*


Cynthia D Davis
Director
Mississippi Judicial College


Linda E. Beasley
Program Manager
Mississippi Judicial College

The University of Mississippi Law Center

Certificate of Recognition 25

This Certificate is hereby awarded to

Tamra Morgan

In recognition of Membership to the MMCCA and for more than 25 years of
dedicated and loyal service to your municipality and the
MS Municipal Court Clerk's Association

Presented this 13th day of September 2013



Rose Gamble

Rose Gamble, President MMCCA

Carolyn P. Hamilton

Carolyn P. Hamilton, Membership Chairperson

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Miss. Code Ann. § 63-9-31 (Copy w/ Cite)

Pages: 3

Miss. Code Ann. § 63-9-31

MISSISSIPPI CODE of 1972

*** Current through the 2012 Regular Session ***

TITLE 63. MOTOR VEHICLES AND TRAFFIC REGULATIONS
CHAPTER 9. TRAFFIC VIOLATIONS PROCEDURE

Miss. Code Ann. § 63-9-31 (2013)

§ 63-9-31. Additional surcharge for traffic violations to fund automation of citations issued by Highway Safety Patrol and wireless radio communications programs.

(1) In addition to any other monetary penalties and other penalties imposed by law, any county, municipality or the Pearl River Valley Water Supply District Patrol which participates in a wireless radio communications program approved by the applicable governing authorities may assess an additional surcharge in an amount not to exceed Ten Dollars (\$ 10.00) on each person upon whom a court imposes a fine or other penalty for each violation of Title 63, Mississippi Code of 1972, except offenses relating to vehicular parking or registration. On all citations issued by Mississippi Highway Safety Patrol officers, a surcharge in the amount of Ten Dollars (\$ 10.00) shall be collected by the court and deposited as provided in subsection (2) of this section. The proceeds from the surcharge on citations issued by county and municipal law enforcement officers or the Pearl River Valley Water Supply District Patrol may be used by a county or municipality only to fund that county's or municipality's or the Pearl River Valley Water Supply District Patrol's participation in the wireless radio communications program by funding public safety wireless communications systems and related computer and communications equipment. The proceeds from the surcharge on citations issued by Mississippi Highway Safety Patrol officers shall be used as provided in subsection (2) of this section. All proceeds from the surcharge imposed by this subsection shall be deposited into a special fund in the Department of Public Safety's Office of Public Safety Planning. The Office of Public Safety Planning shall promulgate rules and procedures relating to the administration of the special fund and the disbursement of monies in the fund to participating governmental entities. The maximum amount that a governmental entity may receive from the special fund shall be an amount equal to the deposits made into the fund by that entity, less one percent (1%) to be retained by the Office of Public Safety Planning to defray the costs of administering the special fund. Interest earned on the special fund shall remain in the fund and shall be used by the Office of Public Safety Planning to further defray the costs of administering the special fund.

(2) Deposits into the special fund resulting from citations issued by the Mississippi Highway Safety Patrol shall be utilized as follows: Fifty percent (50%) of the deposits into the special fund shall be used to automate the citations issued by Mississippi Highway Safety Patrol officers (including the transmittal of citations to the justice court, retrieval of the disposition from the justice court, and updating the driver's records) and fifty percent (50%) of the deposits into the special fund shall be used for the purpose of funding wireless communications and related computer equipment and computer software, subject to the approval of the Mississippi Department of Information Technology Services.

(3) Approval of a wireless radio communications program must be given by the applicable governing authorities when:

(a) The program includes the sharing of support facilities including, but not limited to, towers, shelters and microwave by participating entities; or

(b) The program includes the establishment of a mutual aid system using common radio frequency channels between participating entities; or

(c) The program sets forth a feasible methodology that utilizes the radio frequency spectrum in an efficient manner.

(4) Participating counties, municipalities, the Pearl River Valley Water Supply District Patrol and the Mississippi Highway Safety Patrol must provide notification of facilities available for interoperability to the Mississippi Department of Information Technology Services annually.

(5) Counties and municipalities and the Pearl River Valley Water Supply District Patrol participating in a wireless radio communications program and the Mississippi Highway Safety Patrol must comply with competitive bidding requirements prescribed in Section 31-7-13 and are encouraged to utilize an open architecture, nonproprietary system.

HISTORY: SOURCES: Laws, 2001, ch. 569, § 12; Laws, 2002, ch. 486, § 1; Laws, 2004, ch. 441, § 1; Laws, 2006, ch. 311, § 1; Laws, 2008, ch. 522, § 1, eff from and after July 1, 2008.

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Miss. Code Ann. § 63-9-31 (Copy w/ Cite)

Pages: 3

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STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI HIGHWAY SAFETY PATROL
ALBERT SANTA CRUZ, COMMISSIONER

COLONEL DONNELL BERRY
DIRECTOR

LT. COLONEL MIKE D. HOLMES
DEPUTY DIRECTOR

September 2, 2013

Mayor Phil Fisher
City of Clinton
305 Monroe Street
Clinton, MS 39056

Subject: Project Number: **12LB2061**
Effective Date: **10/01/13**

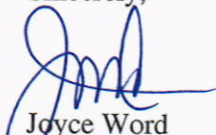
Dear Mayor Fisher,

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$4,914.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet (2 copies)
2. Budget Summary
3. Cost Summary Support Sheet(s) (initial)
4. OJP JAG Statement of Special Conditions (initial)
5. OJP Subgrant Standard Assurances; (Attachment A)
6. Certification of Equal Employment Opportunity (Attachment B)
7. Federal Civil Rights Compliance Checklist (Attachment C)
8. Civil Rights Training Certification Form (Attachment C-2)
9. Discrimination Complaint Policies and Procedures (Attachment E)
10. Certification Regarding Debarment (Attachment F)
11. Certification Regarding Lobbying (Attachment G)
12. Match Certification (Attachment H)
13. A copy of your current CCR Registration

We particularly want to bring to your attention the requirement that **items 1-12 should be signed or initialed in blue ink and returned to us immediately**. Please retain a copy for your files. If there are questions concerning this award, please contact Melinda Padfield at (601) 977-3757.

Sincerely,



Joyce Word
Office Director

Enclosures



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Discrimination Compliant Policies and Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - All changes or revisions to the original approved contract must be submitted in writing and approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

Requirements for Publication of Project Activities. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, (2) the dollar amount of federal funds for the project or program and (3) award activities shall contain the following statements: "This project was supported by subgrant No. 12LB2061 awarded by the MS Department of Public Safety Planning (DPSP) for (respected program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U. S. Department of Justice, (respected program: i.e.: VOCA, VAWA, JAG, RSAT, JAB, JJ etc.)."

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-110. Attachment F. Subparagraph 2h.
- c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: _____ State (July - June)
(Check One) ☒ Federal (October - September)
_____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit

 Initial

Revised May 2012

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Single Audit Required: ___ Yes ☒ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor subawards under this grant award in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act - The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☒ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPLANT CERTIFICATION

The City of Clinton Police Dept. (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

TASK FORCE TRAINING - The grantees agree that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

PUBLICATION REQUIREMENT – The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant as least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "The project was supported by Grant No. 2011-DJ-BX-2694 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of crime, the Community Capacity Development Office, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP financial Guide provides guidance on allowable printing and publication activities.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Clinton Police Dept.
Agency's Name

12LB2061
Subgrant Award Number

Philip R. Fisher
Authorized Official (Please Print)

Mayor
Authorized Official Title

x 
Authorized Official (Signature)

10/2/13
Date

PRF Initial

Revised May 2012

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ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Clinton Police Dept

Name of Agency or Organization

12LB2061

Subgrant Number

Russell Wall

x Chief Administrative Officer

10.2.13

x Date



THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
530 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607-7070

TO: THE DIRECTOR, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
101 BUREAU DRIVE
GAITHERSBURG, MARYLAND 20899-0001

FROM: DR. J. H. DUNN, JR.
DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
530 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607-7070

SUBJECT: CERTIFICATE OF ANALYSIS FOR
NIST REFERENCE MATERIAL 1547
HUMAN HAIR

DATE: 1998-01-15

ANALYST: J. H. DUNN, JR.

REMARKS: ANALYSIS OF NIST REFERENCE MATERIAL 1547
HUMAN HAIR FOR SELECTED ELEMENTS.

CONCENTRATIONS (PPM):

AS: 1.5, BA: 0.5, CA: 1.5, CR: 0.5, CU: 0.5, FE: 1.5, K: 0.5, MANGANESE: 0.5, NI: 0.5, P: 0.5, S: 0.5, SELENIUM: 0.5, SI: 0.5, ZN: 0.5

REMARKS: ANALYSIS OF NIST REFERENCE MATERIAL 1547
HUMAN HAIR FOR SELECTED ELEMENTS.

DATE: 1998-01-15

ANALYST: J. H. DUNN, JR.



ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 12LB2061 Award Amount \$ 4,914.00

Subgrant Project Title: VEHICLE EQUIPMENT SAFETY INITIATIVE

Organizational Name (Subgrantee or Funded Entity):
CITY OF CLINTON POLICE DEPT.

Address:
305 MONROE STREET
CLINTON, MS 39056

Telephone Number: 601-924-5252

Subgrantee Duration:

Beginning Date: 10/2013 Ending Date: 09/2014

Project Director's Name, Address and Telephone Number:

TODD PETERSON
305 MONROE STREET
CLINTON, MS 39056
601-924-5252

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

ROBYN CORNELIUS
P.O. Box 156
Clinton, MS 39060
601-924-2238

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☒ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- ☐ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ (2) has less than 50 employees; and/or;
- ☒ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

X Philip A. Fisher
Authorized Official's Signature
(Subgrantee)

10/2/13
Date

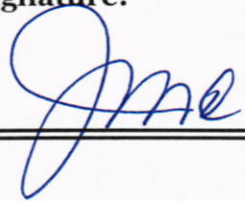
Philip A. Fisher
Typed or Printed Name

Mayor
Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, Mississippi 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number: City of Clinton 305 Monroe St. Clinton, MS 39056 Warren108@clintonpd.org	2. Effective Date: 10/01/13 3. Subgrant Number: 12LB2061 4. Grant Identifier: 2012-DJ-BX-0444 5. Beginning & Ending Dates: 10/01/13 to 03/31/14 6. Subgrant Payment Method: ☒ Cost Reimbursement ☐ Other	
7. The following funds are obligated:		
Budget Category	Source of Funds	Total Program Budget
	Federal % State/Local % In-Kind %	
Personnel		
Fringe Benefits		
Equipment	\$3,685.50 75	\$1,228.50 25
Travel		
Operating Expenses		
Contractual Services		
Miscellaneous		
Indirect Costs		
TOTAL	\$3,685.50 75	\$1,228.50 25 \$4,914.00
8. The Subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement. Attachment A - Statement of Special Conditions Attachment B - Standard Assurances Attachment E - Drug-Free Workplace Certification (When Applicable) Attachment C - Certification Regarding Debarment, etc. Attachment D - Certification Regarding Lobbying		
AGENCY APPROVAL		SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Joyce Word, Office Director		10. Typed Name & Title of Authorized Subgrantee Official: Phil Fisher, Mayor
11. Signature: 	Date: 7/6/13	12. Signature: 
		Date: 10/2/13

DIVISION OF PUBLIC SAFETY PLANNING BUDGET SUMMARY SHEET

1. Applicant Agency: City of Clinton

2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
12LB2061	2012-DJ-BX-0444	10/1/2013	3/31/2014
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:

Funding Sources

8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Local Law	\$3,685.50			\$1,228.50	\$4,914.00
TOTAL		\$3,685.50			\$1,228.50	\$4,914.00



ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

☐ Yes
☒ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes – submitted an EEOP Short Form
☒ Yes – submitted a certification
☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments: POSTERS, HANDBOOK AND EMPLOYMENT PROGRAM MATERIALS

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments: POSTERS, HANDBOOK AND EMPLOYMENT PROGRAM MATERIALS

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☒ Yes

☐ No

If yes, an explanation of these policies and procedures: **BOTH Policy + PROCEDURES ARE OUTLINED WITHIN CITY AND DEPT EMPLOYEE HANDBOOKS**

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☒ Yes

☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☒ Yes

☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☒ Yes

☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

NA

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes

☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☒ Yes
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☒ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☒ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

LANGUAGE ACCESS SERVICES ARE AVAILABLE through community PARTNERSHIPS FOR VARIOUS LANGUAGES

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☒ Yes
☐ No

Comments: ANNUAL LEGAL REVIEWS FOR LAW ENFORCEMENT OFFICER'S

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

NA a. Provide services to everyone regardless of religion or religious belief?

- ☐ Yes
☐ No

NA b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

- ☐ Yes
☐ No

NA c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

- ☐ Yes
☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

- ☒ Yes
☐ No

City of Clinton Police Dept
Name of Agency or Organization (Please Print)

12LB2061
Subgrant Number

P. A. FL
Authorized Official or Authorized Designee Signature

10/2/13
Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, City of Clinton Police Dept, hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of Mississippi

[County] of Hinds

Signed [or attested] before me on _____ by _____

(Date) (Names(s) of Individual(s))

Philip R. Fisher

Signature of notarial officer
Stamp

Title of office
[My commission expires: _____.]

Philip R. Fisher
Authorized Signatory Official

ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. & 3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

**These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
 The complainant cooperates with the discrimination complaint;
 The complainant cooperates with the enforcement of a discrimination complaint;
 The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

- A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.
- B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

- C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.
- D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.
- E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.
- F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.
- G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, or in person) regarding the said matter.

First Name:

Last Name:

Middle Initial:

Street Address:

City:

State:

Zip Code:

County:

Home Phone: ()

Work Phone: ()

Cell Phone: ()

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ()

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant

Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Philip M. Fisher, Mayor

X Name and Title of Authorized Representative

[Signature]

Signature

10/2/13

Date

City of Clinton Police Dept

Name of Organization

305 MONROE STREET

Address of Organization

CLINTON, MS 39056

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here PM and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Clinton Police Dept.

Name and Address of Organization

305 MONROE STREET
CLINTON, MS 39056

[Signature]

Name of Authorized Individual

Signature and Date

12LB2061

Subgrant Number

1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the study and the objectives of the research.

2. The second part of the report is a detailed description of the methodology used in the study. It includes information about the sample size, the data collection methods, and the statistical analysis techniques.

3. The third part of the report is a presentation of the results of the study. It includes tables, figures, and text describing the findings of the research.

4. The fourth part of the report is a discussion of the results and their implications. It includes a comparison of the findings with previous research and a discussion of the limitations of the study.

5. The fifth part of the report is a conclusion and a list of references. The conclusion summarizes the main findings of the study, and the references list the sources of information used in the research.

6. The sixth part of the report is a list of appendices. These include additional data, tables, and figures that are not included in the main body of the report.

7. The seventh part of the report is a list of footnotes. These provide additional information about the study and the sources of information used in the research.

8. The eighth part of the report is a list of acknowledgments. These thank the individuals and organizations that provided support and assistance during the study.

9. The ninth part of the report is a list of abbreviations. These provide a key for the abbreviations used throughout the report.

10. The tenth part of the report is a list of symbols. These provide a key for the symbols used throughout the report.

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: City of Clinton Police Dept.

Program for which Match is being certified under: MS JUSTICE ASSISTANCE GRANT

Grant Award # 12LB2061

The City of Clinton Police Dept., hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. <u>BUDGET</u>	<u>\$1228.50</u>	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	

Russell L. Wall, City Clerk 10-2-13

Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.



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ORDER: AUTHORIZING THE USE OF ELEVEN (11) SPECIFIC UNMARKED
VEHICLES IN THE CLINTON POLICE DEPARTMENT IN ACCORDANCE
WITH SECTION 25-1-87 OF THE MISSISSIPPI CODE OF 1972
ANNOTATED

On motion made by Alderman xxxxxxxx, seconded by Alderman xxxxxxxx, with all members present voting aye, the Board adopted an Order authorizing the use of eleven (11) specific unmarked vehicles in the Clinton Police Department in accordance with Section 25-1-87 of the Mississippi Code of 1972 Annotated.

Vehicle #1 – 2012 Honda Ridgeline
VIN 5FPYK1F24CB459279

Vehicle #2 – 2000 Crown Victoria
VIN 2FAFP71W6YX112712

Vehicle #3 – 2003 Ford Crown Victoria
VIN 2FAFP71W73X169607

Vehicle #4 – 2001 Crown Victoria
VIN 2FAFP71W0X180137

Vehicle #5 – 2002 Crown Victoria
VIN 2FAFP74W82X111211

Vehicle #6 – 2004 Chevrolet Impala
VIN 2G1WF52K149300607

Vehicle #7 – 1998 Ford Crown Victoria
VIN 2FAFP71W0WX123895

Vehicle #8 – 2005 Dodge Ram
VIN 1D7HA18N45S233516

Vehicle #9 – 2005 Dodge Ram
VIN 1D7HU18N75J576513

Vehicle #10 – 2008 Ford F-250
VIN 1FTSW21538EC06490

Vehicle #11 - 2011 Chevrolet Impala
VIN 2G1WF5EK7B1268656

1. The first part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom. It is shown that the structure of the atom is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

2. In the second part of the paper, the author discusses the problem of the structure of the nucleus. It is shown that the structure of the nucleus is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

3. The third part of the paper is devoted to a discussion of the problem of the structure of the molecule. It is shown that the structure of the molecule is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

4. In the fourth part of the paper, the author discusses the problem of the structure of the crystal. It is shown that the structure of the crystal is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

5. The fifth part of the paper is devoted to a discussion of the problem of the structure of the liquid. It is shown that the structure of the liquid is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

6. In the sixth part of the paper, the author discusses the problem of the structure of the gas. It is shown that the structure of the gas is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

7. The seventh part of the paper is devoted to a discussion of the problem of the structure of the plasma. It is shown that the structure of the plasma is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

8. In the eighth part of the paper, the author discusses the problem of the structure of the solid. It is shown that the structure of the solid is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

9. The ninth part of the paper is devoted to a discussion of the problem of the structure of the liquid crystal. It is shown that the structure of the liquid crystal is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

10. In the tenth part of the paper, the author discusses the problem of the structure of the polymer. It is shown that the structure of the polymer is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

11. The eleventh part of the paper is devoted to a discussion of the problem of the structure of the gel. It is shown that the structure of the gel is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

12. In the twelfth part of the paper, the author discusses the problem of the structure of the colloid. It is shown that the structure of the colloid is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

13. The thirteenth part of the paper is devoted to a discussion of the problem of the structure of the emulsion. It is shown that the structure of the emulsion is determined by the laws of quantum mechanics, which are based on the principle of the uncertainty of the position and momentum of the particles.

Approved this the Xst day of October, 2013, at the regular meeting of the Mayor and Board of Aldermen, of the City of Clinton, Mississippi

APPROVED: _____



Philip R. Fisher, Mayor

ATTEST: _____


Russell L. Wall, City Clerk



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1949





STATE FIRE ACADEMY

Division of the Mississippi Insurance Department

#1 FIRE ACADEMY U.S.A.

JACKSON, MISSISSIPPI 39208-9600

Phone: (601) 932-2444



Reggie Bell

Executive Director

Memorandum of Understanding

Mike Chancy

Insurance Commissioner

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: **Clinton Fire Department**

Address: **1234 Clinton - Raymond Rd**

City, State Zip: **Clinton, Ms 39056-5440**

Phone:

Fax: **601-925-1016**

Federal ID Number:

Contact Person/Title: **Barry Burnside, Fire Chief**

Email Address:

1. DATE(S) OF SERVICE: **OCT 2012**

2. LOCATION FOR SERVICE TO BE PERFORMED: **Clinton Fire Department**

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER: (Course Name and Description, Course Hours, Certificates Issued, Dorm/Meals/Books if Applicable, etc.)

Academy staff is to provide the field course curriculum of NFPA 1521 Fire Safety Officer. The course will consist of 48 hours. The academy staff will test one (1) module on a scheduled date which will be in the same format as on-campus programs. The course must be completed within six (6) months of the official start time set by the program manager at MSFA. Certificates will be issued for those that complete the course successfully.

All documents and curriculum provide to the Clinton Fire Department from the Mississippi Fire Academy is property of the Academy and cannot be duplicated for use outside of this delivery.

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO: **20**

5. SERVICE FEE: **Total Cost: \$864.00**

Please note that if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided: ☐ Breakfast served 6:30 a.m. to 7:15 a.m. ☐ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm rooms requested: ☐ Yes ☐ Rooms ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

MISSISSIPPI FIRE ACADEMY

Fax: (601) 932-2819

E-Mail: fireacademy@msfa.state.ms.us

Home Page: <http://www.mid.state.ms.us/fireacad>

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will inure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy

Authorized Personnel: Reggie Bell, Executive Director

Authorized Personnel: Pam Ladner, Office Director

Reggie Bell 9-5-13
Signature/Date

Pam Ladner 9-5-2013
Signature/Date

Academy Contact Regarding this Agreement:

Daniel Cross, Instructor Chief

Telephone: 601-932-2444

Email: dcross@msfa.state.ms.us

Customer: Clinton Fire Department

Authorized Personnel: Barry Burnside

Title: Fire Chief

Authorized Personnel:

[Signature]
Signature/Date

Attest: Russell Wall, City Clerk
Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:

Pam Ladner, Office Director

State Fire Academy

#1 Fire Academy USA Jackson MS 39208-9600



Mississippi State Fire Academy
 #1 Fire Academy USA
 Jackson, MS 39208-9600
 Telephone: 601-932-2444
 Fax Apparatus Building: 601-939-5846
 Main Fax Administration Building: 601-932-2819



CONFIDENTIAL FAX TRANSMISSION

To:	Fire Chief Barry Burnside	From:	Pam Ladner
Location:	Clinton Fire		Number of Pages Including Cover: 3
Fax:	601-925-1016	Date:	
Re:	Memorandum of Understanding for Training		

Message:

Please review the contract. Fill in the following information:

Page One: Federal Identification Number
 Email Address

Page Two: Sign and Date
 Include Purchase Order Number or Copy of Purchase Order if applicable
 List Billing/Invoicing Address and Phone Number

Fax Document(s) to Pam Ladner, 601-932-2819

Mail Original signature document to:
 Pam Ladner, Office Director
 Mississippi State Fire Academy
 #1 Fire Academy USA
 Jackson MS 39208-9600

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RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS FOR HAMPSTEAD BOULEVARD, FEDERAL AID PROJECT NO. STP-7365-00(001)LPA/105562-701000.

WHEREAS, the City of Clinton will be using Federal funds for provision of Construction, Engineering and Inspection Services (CE&I) for the above referenced project; and

WHEREAS, use of such funds require that the City of Clinton provide as part of the CE&I Services Contract a certified copy of a resolution which authorizes and designates an authorized representative to execute the CE&I Service Contract and to act as the authorized representative on behalf of the City of Clinton for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CLINTON BOARD OF ALDERMAN:

We hereby authorize the Mayor to execute the necessary CE&I Services Contract and to sign the documents on behalf of the City of Clinton.

ALDERMAN BRABHAM moved and ALDERMAN CASHION seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

	Yea	Nay
David Ellis	<u>X</u>	<u> </u>
Tony Greer	<u>X</u>	<u> </u>
William Barnett	<u>X</u>	<u> </u>
Greg Cronin	<u>X</u>	<u> </u>
Jan Cossitt	<u>X</u>	<u> </u>
Mike Cashion	<u>X</u>	<u> </u>
Jehu Brabham	<u>X</u>	<u> </u>

This motion to adopt the resolution, having received the vote shown above, was declared carried.

This 2nd day of October, 2013

Attest:



Signed:

Russell W. W. City Clerk

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Roadway, Drainage and Utility Improvements for Hampstead Boulevard
Project No. ***STP-7365-00(001)LPA/105562-701000***
Hinds County

THIS CONTRACT, is made and entered into by and between the ***City of Clinton, MS***, a body Corporate of the State of Mississippi (the "LPA"), and, ***WGK, Inc.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***204 West Leake Street, Clinton, MS 39056***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***engineering*** services for ***Roadway, Drainage and Utility Improvements for Hampstead Boulevard from approximately 0.5 miles south of Highway 80 to approximately 0.75 miles east of Springridge Road, STP-7365-00(001)LPA/105562-701000***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

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

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

C. Record Retention

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

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

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

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with

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

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

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should

CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any

renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Phil Fisher, Mayor
City of Clinton, MS
300 Jefferson Street
Clinton, MS 39056
Phone: 601-925-6103
Fax: 601-924-0113
mayor@clintonms.org

For Technical Matters:

Mike Parker, Public Works Director
City of Clinton, MS
527 Springridge Road
Clinton, MS 39056
Phone: 601-924-2239
Fax: 601-924-8532
mparker@clintonms.org

CONSULTANT:

For Contractual Matters:

Bill Owen, P.E.
WGK, Inc.
204 West Leake Street
Clinton, MS 39056
Phone: 601-925-4444
Fax: 601-924-6708
bowen@wgkengineers.com

For Technical Matters:

Bill Owen, P.E.
WGK, Inc.
204 West Leake Street
Clinton, MS 39056
Phone: 601-925-4444
Fax: 601-924-6708
bowen@wgkengineers.com

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

P.E. #11413
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.#11413
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Clinton, MS

Chief Administrative Official, Phil Fisher, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

WGK, Inc.

BY: _____
Bill Owen

ATTEST: _____
(for CONSULTANT)

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

LIST OF EXHIBITS

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

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}



ENGINEERS & SURVEYORS

RESOLUTION OF THE BOARD OF DIRECTORS
EXTRACT FROM MINUTES OF MEETING OF THE BOARD
OF DIRECTORS OF WGK, INC.
HELD ON DECEMBER 15, 2008

BE IT RESOLVED, THAT Billy W. Owen, an officer of this corporation, be, and he/she is hereby authorized and empowered to execute on behalf of this corporation any mortgage agreement wherein goods or property owned by this corporation are transferred, to execute said mortgage on behalf of the corporation in such terms and conditions as the said officer in absolute discretion may deem necessary and advisable.

BE IT FURTHER RESOLVED, That the said officer is also authorized to execute any act of assignment and/or transfer, notarial or otherwise, wherein any mortgage held by this corporation is assigned and/or transferred to third persons or corporations.

I, Jeff Knight, Secretary of WGK, Inc., do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors, adopted at a meeting held on December 15, 2008, which meeting was called after due notice was given or waived, and at which meeting a quorum was present.

WITNESS my hand and the seal of said corporation this 8th day of November 2010.



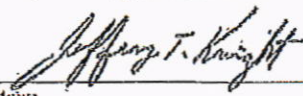

Secretary

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

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

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

- D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to theLPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by theLPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of

the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**.

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$426,479.99** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	Rate
Bill Owen	Sr. Project Engineer	\$153.93
Mike McKenzie	Sr. Project Engineer	\$153.93
Josh Broome	Sr. Project Engineer	\$125.85
Tramone Smith	Project Engineer I	\$86.51
Brandon McKay	Engineer Intern I	\$59.88
Glenn Robinson	Technician	\$57.75
Bill Gilliland	Sr. Engineering Assistant	\$93.93
Steve Massey	Construction Manager	\$82.53
Matthew Brown	Project Representative	\$54.70
Mae Gemmell	Operations Manager	\$91.91
Amber Hellums	Administrative Assistant	\$42.77
Ray Duncan	Survey Manager	\$92.74

Chris Nagle	Surveying Coordinator	\$66.69
Chris Adams	Survey Crew Chief	\$59.58
Kenny Jenkins	Survey Crewman II	\$37.04
Patrick Patterson	Survey Intern	\$48.92

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$426,479.99 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$339,380.90	\$2,704.50	\$84,394.59	\$426,479.99

HOUR DISTRIBUTION / LABOR COSTS - 2014

WGK, Inc

*Construction Oversight Services
Construction Engineering and Inspection Services*

POSITION TITLE	2014 - Regular Estimated Hours												Subtotal Hours	Hourly Rate	Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Sr Project Engineer - Bill Owen	40	40	40	40	40	40	40	40	40	40	40		440	\$ 153.93	\$ 67,730.09
Sr. Project Engineer - Mike McKenzie	8	8	8	8	8	8	8	8	8	8			72	\$ 153.93	\$ 11,083.11
Sr. Project Engineer - Josh Broome													0	\$ 125.84	\$ -
Project Engineer I - Tramone Smith	8	8	8	8	8	8	8	8	8				72	\$ 86.52	\$ 6,229.53
Engineer Intern I - Brandon McKay													0	\$ 59.88	\$ -
Technician - Glenn Robinson													0	\$ 57.76	\$ -
Sr. Engineering Assistant - Bill Gilliland	16	16	16	16	16	16	16	16	16	16	16		176	\$ 93.94	\$ 16,533.38
Construction Manager - Steve Massey	234	207	243	243	243	225	225	210	220	80			2130	\$ 82.52	\$ 175,759.89
Project Representative - Matthew Brown													0	\$ 54.70	\$ -
Operations Manager - Mae Gemmell	4	4	4	4	4	4	4	4	4	4	4		44	\$ 91.92	\$ 4,044.65
Administrative Assistant - Amber Hellums	8	8	8	8	8	8	8	8	8	8	24		104	\$ 42.76	\$ 4,447.39
Survey Manager - Ray Duncan	5	12	3	3	3	3	3	3	3				38	\$ 92.76	\$ 3,524.77
Surveying Coordinator - Chris Nagle	8	22	6	6	8	8	8	8	8				82	\$ 66.69	\$ 5,468.18
Survey Crew Chief - Chris Adams	56	96	36	36	48	24	24	24	24				368	\$ 59.59	\$ 21,928.82
Survey Crewman II - Kenny Jenkins	56	96	36	36	48	24	24	24	24				368	\$ 37.04	\$ 13,630.09
Survey Intern - Patrick Patterson	40	72	24	24	24								184	\$ 48.92	\$ 9,001.01
Subtotals	483	589	432	432	458	368	368	353	363	148	84	0	4078		

Labor Subtotal 2014 (Regular) \$ 339,380.90

DIRECT COSTS

WGK, Inc

*Construction Oversight Services
Construction Engineering and Inspection Services*

POSITION TITLE	TRAVEL (miles/day)	TRAVEL (DAYS)	TOTAL MILES	COST PER MILE	PROJECT TOTAL
Sr. Project Engineer	10	72	720	\$0.55	\$ 396.00
Construction Manager	10	230	2300	\$0.55	\$ 1,265.00
Survey Crew	10	37	370	\$0.55	\$ 203.50
				\$	-
Sub Total	30	339	3390		\$ 1,864.50
Other Direct Costs & Office Supplies					
spray paint/flagging/stakes					\$160.00
field testing equipment					\$250.00
stakes/hubs				\$	430.00
Sub Total					\$ 840.00
				TOTAL	\$ 2,704.50

MDOT Project No.
Client

STP-7635-00(001)LPA/105562-701000
WGK, Inc.

Prepared By BCD
Date 5/7/2013

LABOR COSTS

	Man Hrs.	Rate(Direct)	Total
Project Engineer	48	\$ 60.00	\$ 2,880.00
Engineer	64	\$ 45.00	\$ 2,880.00
Technician	680	\$ 20.00	\$ 13,600.00
Clerical	128	\$ 18.00	\$ 2,304.00
DIRECT LABOR COSTS	920		\$21,664.00
PAYROLL ADDITIVE - 166.38 %			\$36,044.56
FIXED FEE - 12 %			\$ 6,925.03
SUBTOTAL - LABOR COSTS			\$64,633.59

FIELD AND LABORATORY

Borrow/Unclassified/Structure Excavation	Quantity	Unit	Unit Cost	Total Cost
Proctor (Standard) MT-8	4	Each	\$ 215.00	\$ 860.00
Atterberg Limits T 89 and T 90	12	Each	\$ 50.00	\$ 600.00
% Finer Than the No. 200 Sieve T 11	12	Each	\$ 50.00	\$ 600.00
Granular Material	Quantity	Unit	Unit Cost	Total Cost
Proctor (Standard) MT-8	1	Each	\$ 215.00	\$ 215.00
Atterberg Limits T 89 and T 90	5	Each	\$ 50.00	\$ 250.00
Gradation T 311	5	Each	\$ 175.00	\$ 875.00
Chemical Treated Layers	Quantity	Unit	Unit Cost	Total Cost
Proctor (Standard) MT-8	3	Each	\$ 215.00	\$ 645.00
Proctor (One-Point) MT-7	13	Each	\$ 150.00	\$ 1,950.00
Soil-Cement Mix Design MT-25	2	Each	\$ 700.00	\$ 1,400.00
Lime Treated Mix Design MT-27	1	Each	\$ 700.00	\$ 700.00
Concrete	Quantity	Unit	Unit Cost	Total Cost
Compressive Strength T22	202	Each	\$ 25.00	\$ 5,050.00
Coarse Aggregate Gradation T27	9	Each	\$ 100.00	\$ 900.00
Fine Aggregate Gradation T27	9	Each	\$ 100.00	\$ 900.00
Hot Mix Asphalt	Quantity	Unit	Unit Cost	Total Cost
Bulk Specific Gravity T166	48	Each	\$ 25.00	\$ 1,200.00
DSR T315	5	Each	\$ 100.00	\$ 500.00

SUB-TOTAL - FIELD AND LABORATORY

\$16,145.00

EXPENSE ITEMS

	Quantity	Unit	Rate	Total Cost
Automobile Travel	6400	Miles	\$ 0.57	\$ 3,616.00

SUB-TOTAL - EXPENSE ITEMS

\$3,616.00

TOTAL PROPOSED FEE

\$84,394.59

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

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

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

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

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

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

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

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

SO CERTIFIED this _____ day of _____, 20____.

WGK, Inc.

BY: _____
Bill Owen

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the _____ day of _____, 2013.

LPA City of Clinton, MS

***Chief Administrative Official
Phil Fisher, Mayor***

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

127411

EEV* Company Identification Number [Required]

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

BY: _____
Authorized Officer or Agent

Date

Billy W. Owen, Jr.
Printed Name of Authorized Officer or Agent

Owner
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

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



Task Order No. 2013-010-05

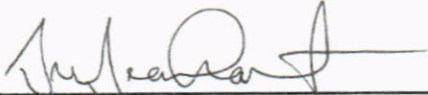
Under General Services Agreement between WGK (Engineer) and City of Clinton (Owner)

Scope: Engineering, surveying and or construction phase services as requested and directed by Owner, consistent with the attached Statement of Work

Schedule: In accordance with the project requirements and consistent with the reasonable directives received from the Engineer

Budget: Professional services to be provided on an hourly basis plus direct reimbursable expenses, including travel, etc.

Date: Effective date of this Task Order shall be **October 2, 2013**

Proposed: 
Greg Gearhart, P.E., Principal

Date: 10/8/13

Accepted: 
Mayor Phil Fisher

Date: 10/2/13



Task Order No. 2013-010-05

Under General Services Agreement between WGK (Engineer) and City of Clinton (Owner)

Scope: Engineering, surveying and or construction phase services as requested and directed by Owner, consistent with the attached Statement of Work

Schedule: In accordance with the project requirements and consistent with the reasonable directives received from the Engineer

Budget: Professional services to be provided on an hourly basis plus direct reimbursable expenses, including travel, etc.

Date: Effective date of this Task Order shall be **October 2, 2013**

Proposed: _____
Greg Gearhart, P.E., Principal

Date: _____

Accepted: 
Mayor Phil Fisher

Date: 10/2/13



Statement of Work

Annexed Area Water System Improvements

Preparation of the plans and specifications for the provision of water system improvements for a portion of the most recent annexed areas of the City of Clinton. The areas include along Pinehaven Road from near Providence Presbyterian Church, north to Williamson Road; Southern Oaks Subdivision; and areas along Clinton-Tinnin Road, specifically from the end of the existing City Water system near Quail Hollow north to include Stafford Drive as the Base Bid of Improvements. Provision of design plans for continuing the water system improvements along Clinton-Tinnin north to and including Water Oaks Subdivision will also be included as an Add Alternate.

It is assumed that the development of the plans and specifications will be provided based on the construction of the water system improvements being made within the existing street rights-of-way and will not require boundary surveys to acquire easements. Should separate easement plats/surveys for easement be required, the costs for same will be negotiated separately.

Based on this Statement of Work the design services required for the project will be billed using the Standard Hourly Rates previously approved under the General Services Agreement between the City of Clinton and WGK, Inc. at a cost not to exceed the following:

- 1) Design Surveying - \$17,860
- 2) Design - \$80,022.00
- 3) Construction Administration - \$40,471
- 4) Easements – TBD per each needed

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. **PURPOSE** - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. **PROJECT MEASURES COVERED -**

Name of project: DSR: 280491241, 280491242, 280491243

Identity of improvement or development: Erosion Control

Location: Hinds Co. - Site(s): Pebble Lane A4, Midway Rd A5, Twin Lakes Circle A6

C. **REAL PROPERTY ACQUISITION ASSURANCE -**

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -**

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

Page 2 of 2 - ADS-78 Assurances Relating to Real Property Acquisition

City of Clinton
(Name of Sponsor)

By: [Signature]
(Signature)

Title: Mayor

Date: _____

This action is authorized at an official meeting

of the MAYOR AND BOARD OF ALDERMEN

on 1st day of OCTOBER, 20 13

State of Mississippi

Attest

[Signature]
(Name)

10-1-13
(Title)





STATE OF MISSISSIPPI

PHIL BRYANT
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

TRUDY D. FISHER, EXECUTIVE DIRECTOR

September 30, 2013

CERTIFIED MAIL NO. 7009 2820 0001 5595 0984

Honorable Philip R. Fisher, Mayor
City of Clinton
P. O. Box 156
Clinton, MS 39060-0156

Dear Mayor Fisher:

Re: City of Clinton
Sewer Rehabilitation
WPCRLF Loan Offer
SRF-C280805-05-0

I am pleased to offer the enclosed Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$3,000,713 to the City of Clinton for construction of your pollution control facilities.

Enclosed are one (1) original and two (2) copies of the loan agreement for your signature. Before signing, please carefully review the loan agreement and the WPCRLF Regulations (copy enclosed). After signature, keep one copy with your official project files, and send one copy to your consulting engineer. **Send the original by certified mail to Deborah Waddell, Department of Environmental Quality, at the address below.** If you would like to meet with our staff to discuss management of your project, receive program guidance and ask any questions, please contact Brent Jones at 601-961-5604 to schedule a meeting.

The signed loan agreement must be submitted to the Department by November 11, 2013. If a time extension is needed, a written request with a detailed justification must be submitted by this date. Failure to submit the signed agreement or request for time extension by the specific date will void this loan offer.

Of particular importance is Article 10.01(1) of the loan agreement, which is the schedule of actions you must take on this project. It is extremely important that you comply with this schedule in order to avoid default of your loan agreement and subsequent loss of WPCRLF loan funding for this project.

OFFICE OF POLLUTION CONTROL

POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us

AN EQUAL OPPORTUNITY EMPLOYER

Payment request forms are enclosed, and you may now request payments for eligible costs incurred. When requesting payments from the Department, please submit a payment request form with original signature and supporting invoices (1 copy).

If you have any questions or need assistance, please call our project manager, Brent Jones, at 601-961-5604.

Sincerely,



Trudy D. Fisher
Executive Director

TDF:BJ:ct

Enclosures

cc: Tramone Smith, P.E., WGK, Inc.
Brent Jones, P.E.
Deborah Waddell
Final Closeout File

Confirmation Services	Package ID: 9171999991703118055985	Electronic Return Receipt
	Destination ZIP Code: 39225	First Class Letter
	Customer Reference: 1	
	Recipient: <u>DEBORAH WADDELL - DEQ</u>	PBP Account #: 22630149
	Address: <u>P.O. Box 2261 JACKSON, MS</u>	Serial #: 1379012
	<u>39225</u>	OCT 08 2013 10:13 AM

**WATER POLLUTION CONTROL
REVOLVING LOAN FUND LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY (Commission) acting through the DEPARTMENT OF ENVIRONMENTAL QUALITY (Department) and the CITY OF CLINTON, existing as a local government or agency (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 49-17-81, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain local government agencies to finance the construction of eligible pollution control projects; and

WHEREAS, the Loan Recipient has submitted a facilities plan and has made application for the financing of the Project, and the Department has determined that, based upon these submittals, such Project appears to meet all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Water Pollution Control Revolving Loan Fund Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.

(4) "Project" shall mean facilities funded under this Agreement as described in Article IX.

(5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

(6) "WPCRLF Regulations" shall mean the Water Pollution Control Revolving Loan Fund Program Regulations effective for projects funded on and after December 19, 2004.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

(1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.

(4) The Loan Recipient knows of no reason why any future required permits, real property interests, or approvals for the Project cannot be obtained within the time frame required by this loan agreement.

(5) The Loan Recipient shall undertake the Project on its own responsibility. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility

or allowability purposes only and does not establish or convey any such liability or responsibility.

(6) The Loan Recipient has, or will have prior to advertisement of the project for bids, a procurement protest procedure in accordance with Appendix I of the WPCRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.

(7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.

(8) The Loan Recipient agrees to design, acquire land and easements, and construct the Project in accordance with the Project schedule, delays incident to strikes, riots or acts of God beyond the reasonable control of the Loan Recipient excepted.

(9) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to design, acquire land and easements, construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

(10) The Loan Recipient must accept flows from any community or area designated in the approved facilities plan to be served by the system funded by the WPCRLF loan, generally without regard to any condition other than user charges developed on an equitable cost basis and the terms of the interlocal agreements required by the WPCRLF Regulations.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the WPCRLF Regulations. The WPCRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain sufficient moneys from other sources to complete and place the Project in operation. Should the Department not award additional loan funds, this

shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner and shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

ARTICLE IV - DEFAULTS AND REMEDIES

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

(1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.

(2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.

(3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.

(4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient,

shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.

(7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.

(2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Commissioner of the Mississippi Department of Revenue delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.

(6) By notifying financial market credit rating agencies.

(7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.

(8) By accelerating the repayment schedule or increasing the interest rate in accordance with the WPCRLF Regulations.

(9) By withholding payments to the Loan Recipient.

(10) By terminating the Loan Agreement, after providing thirty (30) days written notice of such intent to terminate the Loan Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the State Water Pollution Control Revolving Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the State Water Pollution Control Revolving Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed a loan agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the WPCRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Department and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Department.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

ARTICLE VI - CLEAN WATER ACT AND OTHER FEDERAL REQUIREMENTS

6.01. TITLE VI PROVISIONS. The Loan Recipient shall comply with all provisions of Title VI of the Clean Water Act and regulations thereunder.

6.02. APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS. The Loan Recipient shall comply with all applicable state and federal laws, regulations, and executive orders as required by the WPCRLF Regulations, Appendix J.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and the designated Federal Clearinghouse, within the time frames allowed in the Act.

ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$3,000,713.

7.02. PROJECT BUDGET. The Loan Recipient agrees to the following Project Budget. Payments to the Loan Recipient for each cost item may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department, and must be in accordance with the WPCRLF Regulations.

	<u>Loan Amount</u>
(1) Planning and Loan Application Phase Professional Services	\$ <u>95,000</u>
(2) Design and Land Acquisition Phase Professional Services	\$ <u>215,123</u>
(3) Land and Easement Costs	\$ <u>0</u>
(4) Construction	\$ <u>2,251,540</u>
(5) Construction Phase Professional Services	\$ <u>213,896</u>
(6) Contingency	\$ <u>225,154</u>
(7) TOTAL LOAN AMOUNT	\$ <u>3,000,713</u>

7.03. INTEREST RATE AND ACCRUAL. The rate of interest on the unpaid principal of the Loan is 1.75 percent per annum, to be compounded monthly. Interest on amounts paid to the Loan Recipient shall commence on October 20, 2015, the last construction contract completion

date as established in the initial loan agreement in accordance with WPCRLF Regulation Rule 7.3.I (1). Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.04. REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$14,984.18 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement for a period of 237 months, to begin February, 2016, subject to amendment in accordance with the WPCRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the State Water Pollution Control Revolving Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$14,984.18 for a period of 237 months, to begin March, 2016, with the exception of that portion of the repayments specified in Article 7.05. below as the administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into State Treasury Fund #3588 until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with the WPCRLF Regulations.

7.05. ADMINISTRATIVE FEE. An administrative fee of \$150,036, which is five percent (5%) of the final loan principal amount, will be collected from the loan repayment amounts described in Article 7.04. to defray the costs of administering the fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged, and in lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee.

7.06. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for construction, equipment and supplies, and testing for this project exceed the budget amounts for these items plus construction contingency, the Department may terminate this loan agreement in accordance with the procedures described in Article 4.03(10).

7.07. AVAILABILITY OF FUNDS. The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.08. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the State Revolving Fund have not been, and will not be, also requested or received from other State or Federal agency funding sources.

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this project begins on January 1, 2012, and expires on December 19, 2015. No costs that are incurred or requested after the expiration date will be eligible. The expiration date was determined based on 30 days after the Department's final construction observation. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Loan Agreement described as follows:

The proposed project includes the rehabilitation of approximately ten (10) pump stations, abandonment of one (1) pump station, installation of approximately 1600 linear feet of eight (8) inch force main, 1800 linear feet of six (6) inch force main, 990 linear feet of eight (8) inch gravity sewer, 2500 linear feet of twelve (12) inch gravity sewer and all other necessary appurtenances. The project also includes evaluation (cleaning, televising, etc.) approximately 35,310 linear feet, with approximately 250 point repairs and 11,770 linear feet of cured-in-place liner for eight (8) inch gravity sewer line.

The loan eligible scope is specifically limited to that identified as eligible in the approved facilities plan, and as further described by plans, specifications, contract documents, and contract change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the WPCRLF Regulations.

(1) The Loan Recipient agrees to the following schedule in accordance with the WPCRLF Regulations. Earlier completion of certain actions may require earlier completion of other actions.

- a. By April 28, 2014, submit a complete set of plans, specifications and contract documents on each construction contract, limited site certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible), and other submittals if required by WPCRLF Regulation Rule 7.3.D.(2)(c);
- b. By July 27, 2014, secure approval of plans, specifications and contract documents on each construction contract by the Department;

- c. By October 25, 2014, but prior to advertisement for bids on each construction contract, submit clear site certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible), secure necessary local funds for the project and submit proof of such funds, and submit any other required permits or clearances;
- d. By October 25, 2014, advertise each construction contract for bids;
- e. By December 9, 2014, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- f. By December 23, 2014, but no later than 14 days after receipt of bids on each construction contract, submit the completed MBE/WBE documentation;
- g. By December 30, 2014, but no later than 21 days after receipt of bids on each construction contract, submit the bid package, a loan amendment request, and all necessary executed professional services contracts;
- h. By February 7, 2015, but no later than 60 days after receipt of bids on each construction contract, execute and submit construction contract documents and issue and submit a copy of the notice to proceed;
- i. By September 26, 2015 (90% of construction contract time), enact the approved user charge system and ordinance and submit proof of enactment;
- j. By October 20, 2015 (date may change due to approved change orders), but no later than the contract completion date on each construction contract, complete construction;
- k. By October 30, 2015, but no later than 10 days after completion on each construction contract, notify the Department of construction completion;
- l. By November 19, 2015, but no later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying Department's final construction observation;
- m. By November 19, 2015, but no later than 30 days after the contract completion date on each construction contract, the Department will perform a final construction observation;
- n. By December 19, 2015, but no later than 30 days after the Department's final construction observation on each construction contract, the Loan Recipient must submit the following: final loan payment requests; approvable summary change order; record drawings for the entire project funded in whole or in part with WPCRLF funds; the engineer's certification of compliance with plans,

specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Loan Agreement. *Loan payment requests submitted after this date are not allowable, regardless of when the costs were incurred;*

(2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Loan Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Loan Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Loan Agreement requirement.

(3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for related services shall be reduced to reflect eligible costs using one of the following methods.

- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. Contracts for all related services shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
- b. The payments shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the payments for related services will exceed the eligible amount, the Department may limit payments prior to the final payment.

(4) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix D, of the WPCRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 3.6% minority and 2.1% women's business enterprises.

(5) Wage Rate (Davis-Bacon and Related Acts) Compliance. The Loan Recipient shall comply with all applicable wage rate requirements in accordance with Section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372).

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed on its behalf by the Executive Director of the Department and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

CITY OF CLINTON

By: _____

Philip R. Fisher
Mayor

(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL
QUALITY**

By: _____

Trudy D. Fisher
Executive Director

September 30, 2013
(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF REVENUE**

Commissioner

(Date)