

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 3, 2011 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - Q

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

COMMERCIAL CONSTRUCTION – 1100 BUSINESS PARK DRIVE – DAYSPRINGS CHURCH

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved the request made by Daysprings Church to build a church to be located at 1100 Business Park Drive in the City of Clinton, Mississippi. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. Alderman Greer left the meeting at 7:05 pm and returned at 7:07 pm. Alderman Greer was not present during the discussion of this matter nor did he vote on this item. **MOTION CARRIED UNANIMOUSLY**

COMMERCIAL CONSTRUCTION – 200 CLINTON BOULEVARD – FRED’S DOLLAR STORE

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the request made by Fred’s Dollar Store to build a retail store to be located at 200 Clinton Boulevard in the City of Clinton, Mississippi. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

COMMERCIAL CONSTRUCTION – 451 AND 453 ARROW DRIVE – NEW ELEMENTARY SCHOOL

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Greer the board approved the request made by Russ Blount to build a new elementary school to be located at 451 and 453 Arrow Drive in the City of Clinton, Mississippi. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

PROPOSED BUILDING LOCATION – CLINTON PARKWAY – BEN WALKER

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cashion the board approved the request made by Ben Walker for the location of two buildings a clinic and a therapy center to be located on Clinton Parkway, in the City of Clinton, Mississippi. The board did not approve a site plan for these two buildings. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

STORM DAMAGE REBUILD – SPRINGRIDGE ROAD - BANKPLUS

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved the request by BankPlus to rebuild a bank building that was destroyed in the April 15, 2011 tornado to be located on Springridge Road in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

STORM DAMAGE REBUILD – SPRINGRIDGE ROAD – HAMPTON INN

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved the request by Hampton Inn to replace a roof on a hotel building that was damaged in the April 15, 2011 tornado. The hotel building is located on Springridge Road in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK) TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY RELIEF FUND FOR 2011

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Barnett the board approved a resolution to approve one additional payment (13th check) to retirees of the City of Clinton Fire and Police Disability Relief Fund for 2011. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE A REQUEST TO PLACE AN ORDER FOR ONE (1) 1500 GPM-1000 GALLON CAPACITY E-ONE PUMPER AND ONE (1) E-ONE CUSTOM LIGHT RESCUE VEHICLE

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Greer And **SECONDED** by Alderman Hisaw the board approved a request to place an order for one (1) 1500 GPM-1000 gallon capacity E-One Pumper and one (1) E-One Custom Light Rescue vehicle. **MOTION CARRIED UNANIMOUSLY**

APPROVE AS A SOLE SOURCE PROVIDER THE PURCHASE OF 3.75 TONS OF POLYON FERTILIZER FOR FERTILIZING FIELDS

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved Harrell's LLC as a sole source provider for the purchase of 3.75 tons of Polyon fertilizer for fertilizing fields. **MOTION CARRIED UNANIMOUSLY**

APPROVE CHANGE ORDER #1 RELATED TO THE CLARIFIER BAFFLE REPLACEMENT PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Barnett the board approved change order #1 related to the Clarifier Baffle Replacement project. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE CITY OF CLINTON, MISSISSIPPI RELATED TO THE ARROW DRIVE IMPROVEMENTS PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board authorized the Mayor to execute a Memorandum of Understanding between the Mississippi Department of Transportation and the City of Clinton, Mississippi related to the Arrow Drive Improvements project. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE CITY OF CLINTON, MISSISSIPPI RELATED TO THE PARKWAY AND FAIRMONT INTESECTION IMPROVEMENTS PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board authorized the Mayor to execute a Memorandum of Understanding between the Mississippi Department of Transportation and the City of Clinton, Mississippi related to the Parkway and Fairmont Intersection Improvements project. **MOTION CARRIED UNANIMOUSLY**

GRANT THE MAYOR THE AUTHORITY TO MAKE A CLAIM FOR A LETTER OF CREDIT FOR COPPER CREEK

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Cashion the board granted the Mayor the authority to make a claim for a letter of credit for Copper Creek. **MOTION CARRIED UNANIMOUSLY**

GRANT THE MAYOR THE AUTHORITY TO MAKE A CLAIM FOR A LETTER OF CREDIT FOR TRACEWOOD

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderwoman Peace the board granted the Mayor the authority to make a claim for a letter of credit for Tracewood. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO ACCEPT FOUR (4) WATER LINE EASEMENTS FROM RESIDENTS OF CEDAR CREST DRIVE

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderwoman Peace the board authorized the Mayor to accept four (4) water line easements from residents of Cedar Crest Drive. **MOTION CARRIED UNANIMOUSLY**

APPROVE REJECTING THE BIDS RECEIVED ON APRIL 29, 2011 FOR DEBRIS REMOVAL

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved rejecting the bids received on April 29, 2011 for debris removal. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION TO AWARD CONTRACT FOR DEBRIS REMOVAL

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved the bid received on May 3, 2011 from Omni Pinnacle, LLC for \$321,420.00 for the removal of debris caused from the April 15, 2011 tornado as being the lowest and best bid. The board further found as a matter of fact that an emergency existed in the City of Clinton, Mississippi because of the April 15, 2011 tornado and that this bid should be expedited in order to preserve the health, welfare and safety of the citizens of Clinton. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION TO AWARD CONTRACT FOR DEBRIS MONITORING

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved the bid received on May 2, 2011 from True North for \$80,070.00 for debris monitoring and consulting for the removal of debris caused from the April 15, 2011 tornado as being the lowest and best bid. The board further found as a matter of fact that an emergency existed in the City of Clinton, Mississippi because of the April 15, 2011 tornado and that this bid should be expedited in order to preserve the health, welfare and safety of the citizens of Clinton. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:10 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on May 17, 2011 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED:

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

May 4, 2011
Date

ATTEST:

Russell L. Wall
Russell L. Wall, City Clerk

May 4, 2011
Date



Jerry Bounds

From: Jerry Bounds [jbounds@clintonms.org]
Sent: Thursday, April 14, 2011 11:57 AM
To: Broomeengineering

Josh:

On Wednesday April 13, 2011 I had the department heads review the plans for Dayspring Community Church. There are a few items that need to be addressed.

1. Location of the FD connection.
2. Fire sprinkler plans.
3. Landscape drawings including plant species. Are landscape islands going to be irrigated?
4. A Gate is needed at the sidewalk going into play ground.
5. Request only, consider realigning the dumpster location to allow truck to pull straight in for pickup.

I have you on schedule for the Planning and Zoning Board, April 26, 2011. This meeting will start at 6:30 pm. I also have you on schedule for the Mayor and Board of Alderman meeting, May 3, 2011. This meeting will start at 7:00 pm. Both meetings will be held in the Municipal Court Building located at 305 Monroe Street. Please make a note of the dates as you or a representative of your firm must be present.

*Jerry "J.B." Bounds
Director, Community Development
City of Clinton, Mississippi*

4/2/2011

LOCATION MAP

ARCHITECT: DAVID L. CRUMLEY, SR. ARCHITECT
P.O. BOX 4235 BRANDON, MS 39047 • (601) 664-0817

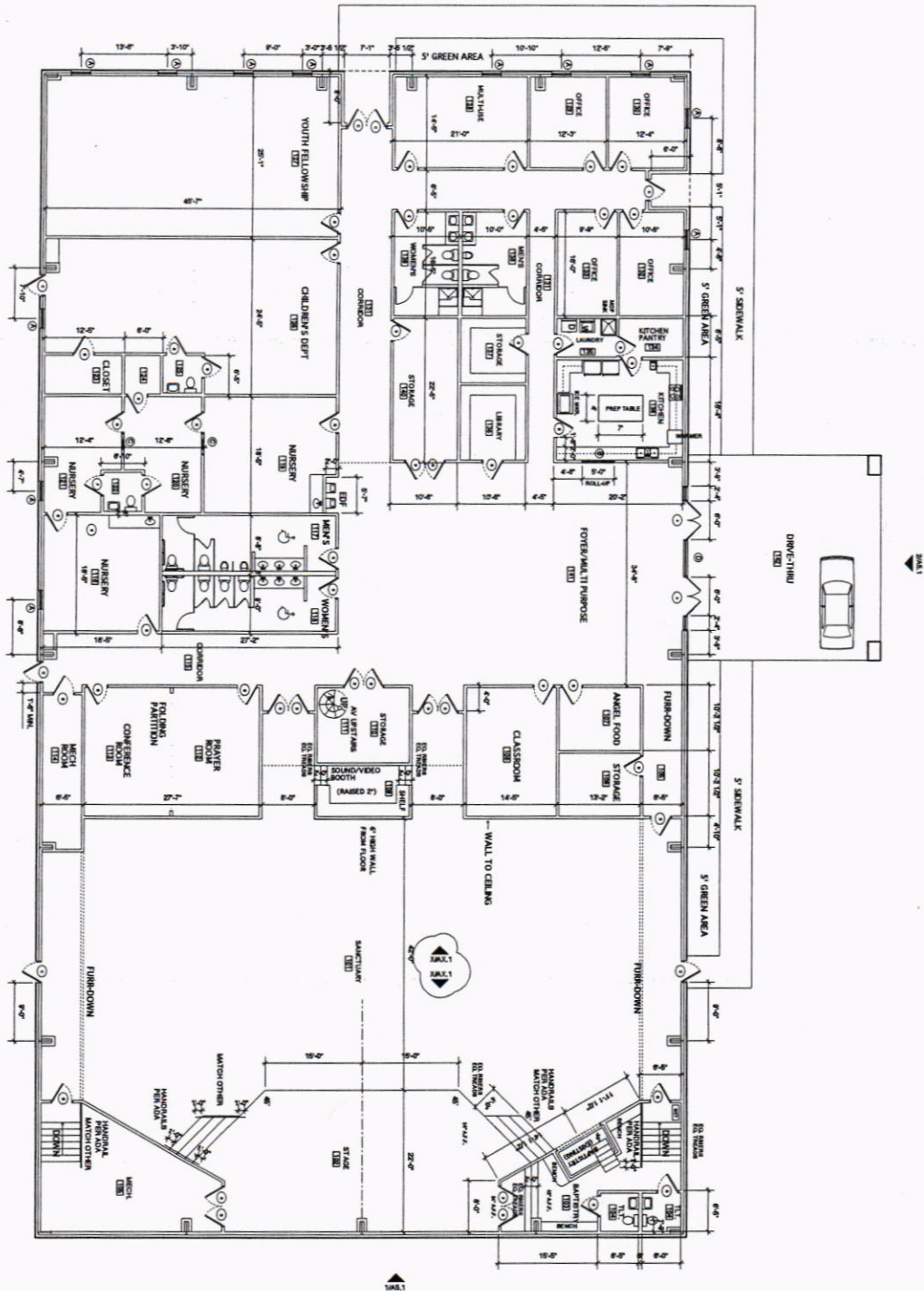
A NEW BUILDING FOR:
DAYSPRING COMMUNITY CHURCH
CLINTON, MISSISSIPPI



PROJECT NO: 1103
DATE: 4/2/2011

A1.1

1 SCHEMATIC BUILDING PLAN
 1/4" = 1'-0"



A4.1

PROJECT NO: 1188
 DATE: 04/20/11

REVISIONS:
 NO. DATE:

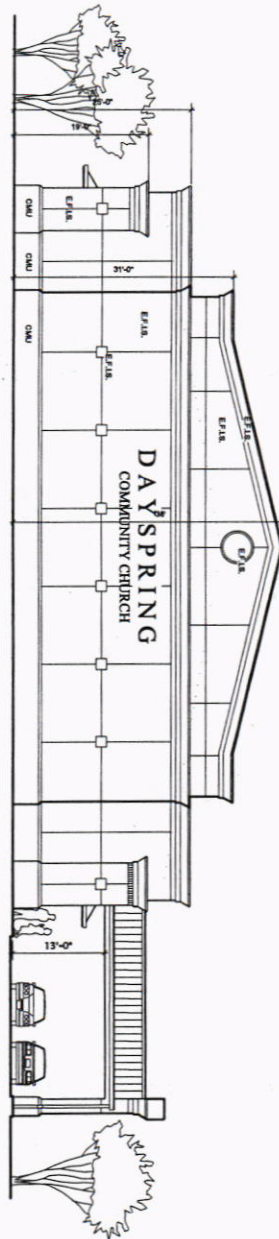


DAVID CRUMLEY / ARCHITECT, P.A.

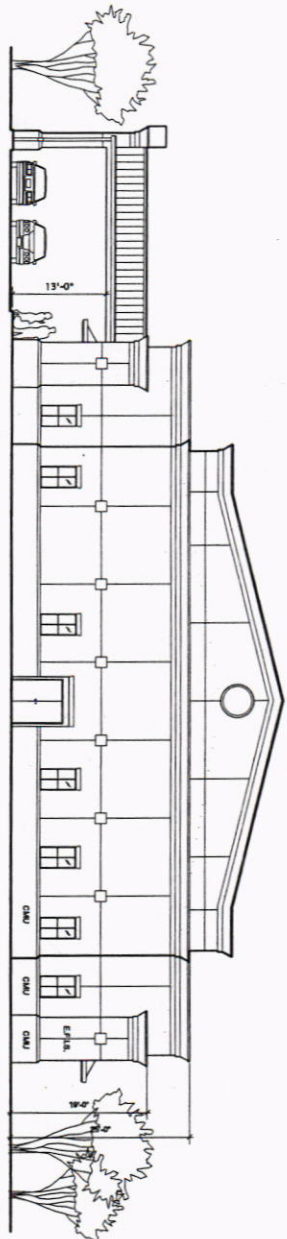
p.o. box 4235 brandon, ms 39047 • crumley@rcadict.com • 601.864.0617

A NEW BUILDING FOR:
DAYSPRING COMMUNITY CHURCH
 CLINTON, MISSISSIPPI





1 BUILDING ELEVATION - SOUTH
Scale: 1/8" = 1'-0"



2 BUILDING ELEVATION - NORTH
Scale: 1/8" = 1'-0"



DAVID CRUMLEY / ARCHITECT, P.A.
p.o. box 4255 brendon, ms 39047 - ccrumley@msdoor.com - 601.864.0617

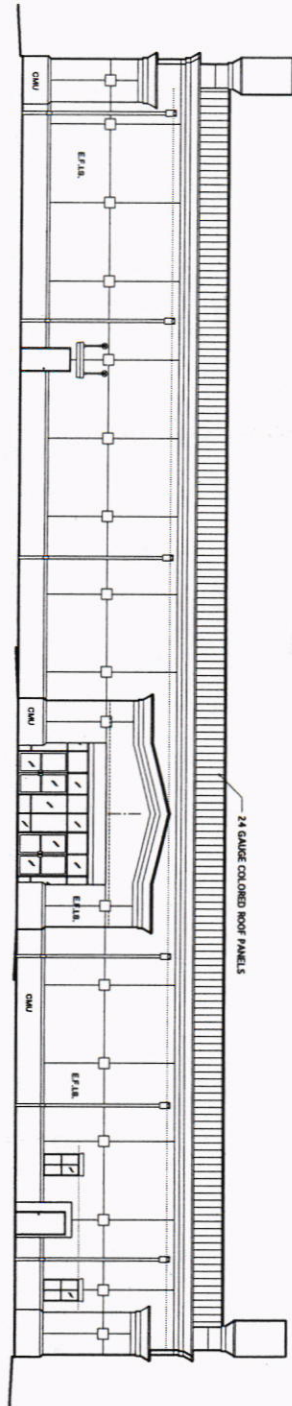
A NEW BUILDING FOR:
DAYSPRING COMMUNITY CHURCH
CLINTON, MISSISSIPPI



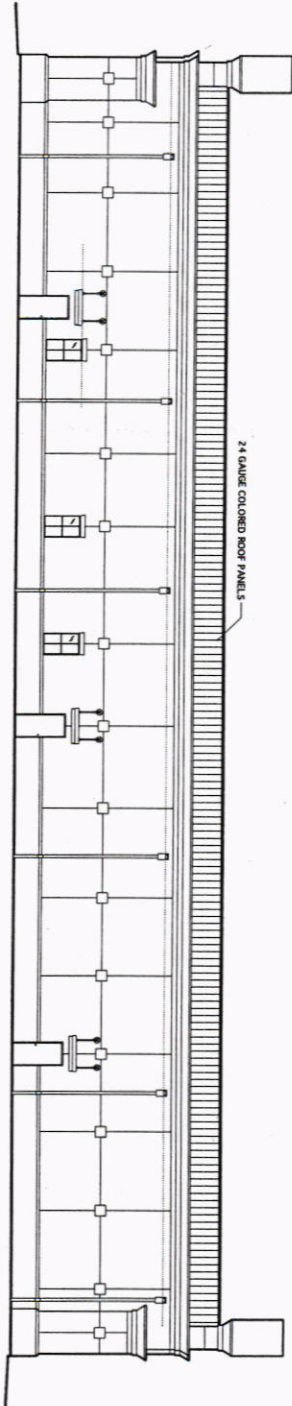
REVISIONS:	
NO.	DATE

PROJECT NO: 1168
DATE: 4/28/11
A5.1

1 BUILDING ELEVATION - EAST
Scale: 1/8" = 1'-0"



2 BUILDING ELEVATION - WEST
Scale: 1/8" = 1'-0"



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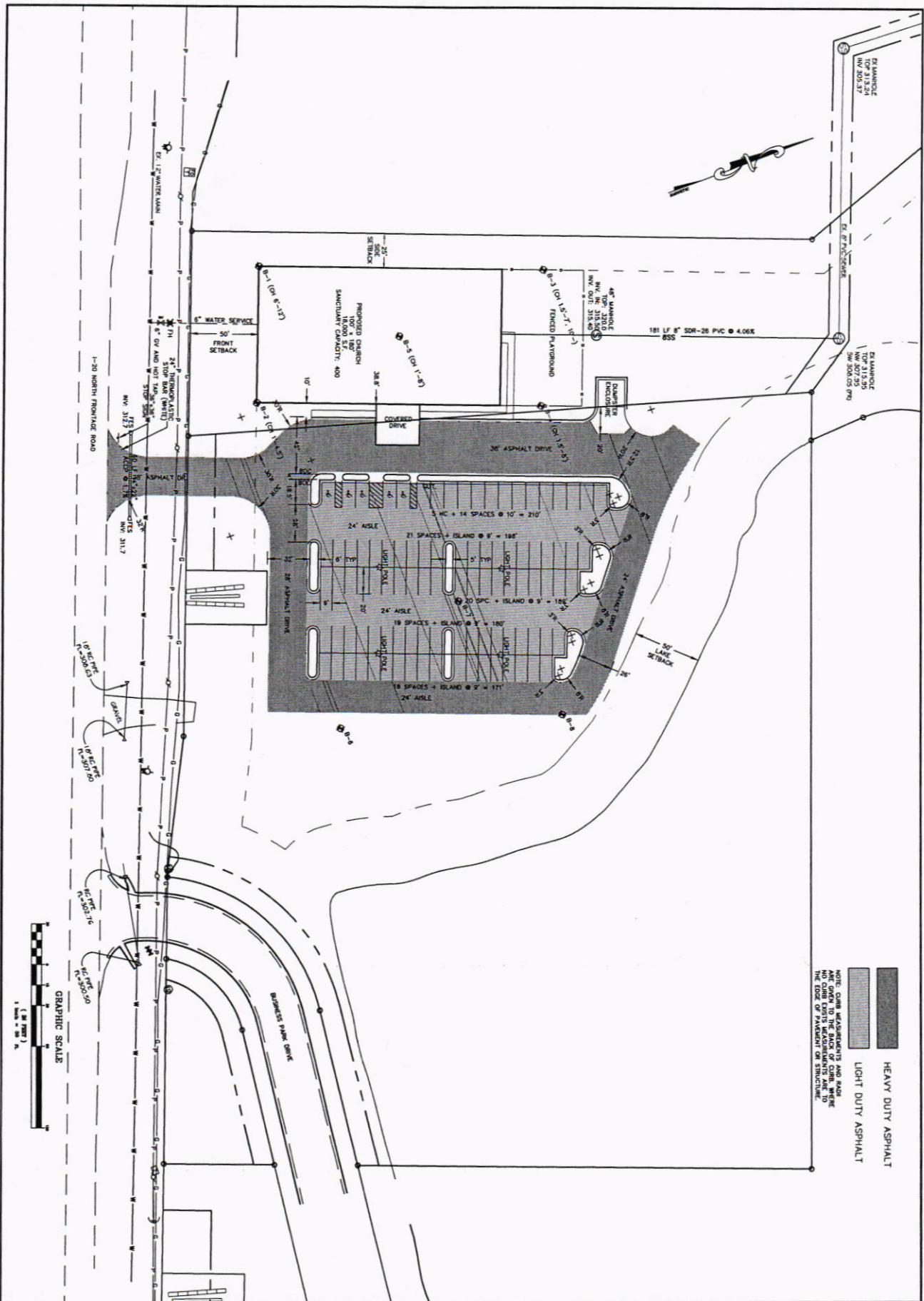
A NEW BUILDING FOR:
DAYSpring COMMUNITY CHURCH
CLINTON, MISSISSIPPI



REVISIONS:	
NO.	DATE

PROJECT NO: 1163
DATE: 4/26/11

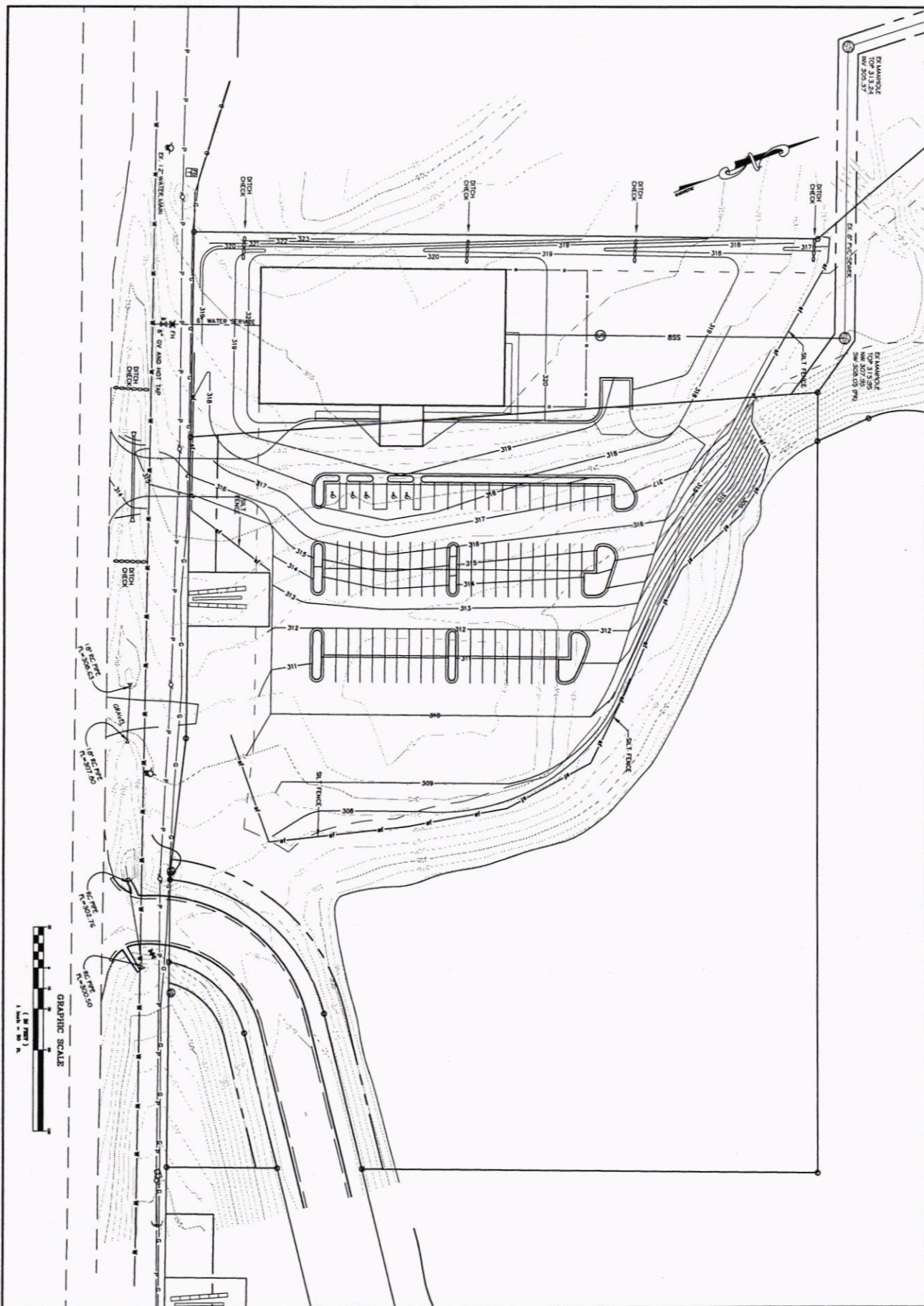
A5.2



HEAVY DUTY ASPHALT
LIGHT DUTY ASPHALT

NOTE: CURB MEASUREMENTS AND AREA ARE GIVEN TO THE BACK OF CURB, WHERE THE EDGE OF PAVEMENT OR STRUCTURE.

PROJECT: DAYSpring COMMUNITY CHURCH 1100 BUSINESS PARK DRIVE CLINTON, MS 39056	DATE: 01.10.11	 broomeengineeringllc.com P.O. Box 122, Clinton, MS 39056, Tel: 401-422-7474	
	DRAWN: JMB CHECKED: REVISED:		
CONTENTS: PROPOSED SITE LAYOUT			



SHEET NUMBER C-7	PROJECT NUMBER C-220	PROJECT: DAYSpring COMMUNITY CHURCH 1100 BUSINESS PARK DRIVE CLINTON, MS 39056 CONTENTS: EROSION CONTROL LAYOUT	DATE: 01.20.10 DRAWN: JCB CHECKED: REVISED:	Broome Engineering LLC broomeengineering@att.net P.O. Box 100, Clinton, MS 39056, Tel. 662.424.7174	THIS PLAN IS THE PROPERTY OF BROOME ENGINEERING LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BROOME ENGINEERING LLC.
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PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, April 26, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Agenda

I. Call To Order

II. Consideration and Approval of March 22, 2011 Minutes.

III. New Considerations:

- A. Commercial Construction – 200 Clinton Blvd. Fred's Dollar Store, Mr. Cliff Martin. **Approved with change to sheetrock window area where the security office will be.**
- B. Proposed Building Location – Clinton Parkway, Mr. Ben Walker. **Approved with change of building shape.**
- C. New Commercial Construction – 451 & 453 Arrow Drive, New Elementary School, Mr. Russ Blount. **Approved.**
- D. New Commercial Construction – 1100 Business Park Drive, Daysprings Church, Mr. Josh Broome. **Approved.**

IV. Other Business

V. Next Meeting

The next meeting will be held on Tuesday, May 24, 2011, beginning at 6:30 p.m.

VI. Adjournment

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, April 26, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Meeting Minutes

Members Present: Jim Martin, David Ellis, Foster Ellis Jr., Nancy Davis & Bettye King

City Officials: Kenneth Dreher

Minutes taken by Lauren Pennington.

1. Call To Order

James Martin called the meeting to order at 6:30 p.m.

II. Consideration and Approval of March 22, 2011 minutes..

MOTION by Bettye King to approve the March 22 minutes. SECOND by Mark Williams. UNANIMOUS approval. NONE opposed.

III. New Considerations:

A. Commercial Construction – 200 Clinton Blvd., Fred's Dollar Store, Mr. Cliff Martin.

Lauren Pennington stated that the plans have been before the Architectural Review committee and that Fred's has made some changes to the initial plans that were submitted. Architectural Review has requested that real windows be placed in the entrance area of the building.

Mr. Cliff Martin stated that this will be a total tear down of the building and that the new building would actually be smaller than the current one. Mr. Martin showed the committee the colored rendering of the building, a sample of the red block and the split face block. Mr. Martin also stated that the addition of real windows to the building has presented them with some problems. He stated that the store has a small security office to the left of the entrance and they would have to sheetrock the inside area of that window to insure it remains unseen by the public. He stated that spandrel glass would solve this issue because you cannot see into the building through it but, it looks like real glass.

Jim Martin asked why real windows were used in the first place.

Mr. Martin stated that the City had requested larger and real glass windows when it was presented to them at Architectural Review. They had originally submitted much smaller windows in their plans.

Jim Martin asked about the drive-thru area.

Mr. Martin stated that they had reversed the direction of the drive-thru to allow more cars to fit.

Jim Marin asked about the back of the building that you can see from Clinton Blvd. He wants to know how it will look in relation to the entire building.

Mr. Martin stated that the back of the building will be a smooth painted block to match the building.

Jim Martin asked where the dock is in relation to the road.

Mr. Martin stated that it is 33ft. from the store to Clinton Blvd.

David Ellis asked if there will be a railing for the dock.

Mr. Martin stated that yes there will be.

Bettye King asked if they did everything they could to save the live oak trees.

Mr. Martin stated that yes they did.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the Commercial Construction at 200 Clinton Blvd., Fred's Dollar Store with the amendment to allow them to sheetrock the window where the security office is located. SECOND by Foster Ellis Jr. Motion carried UNANIMOUSLY, NONE opposed.

B. Approval of Proposed building/site location on Clinton Parkway, Mr. Ben Walker.

Lauren Pennington stated that Mr. Walker would like the site approval from the Planning & Zoning Committee before he submits any plans.

Mr. Walker stated that he needed approval and a general feeling from the committee before finalizing the land sale and he could not wait on the property any longer. The clinic will be run by Central Mississippi Medical Center, the Physical Therapy through Performance Rehab and the dentist office will be run by a dentist looking to re-locate to Clinton. He showed the committee the future site plan for the buildings and stated that the primary care clinic will be in the front of the building and the physical therapy will be in the back.

Shane Ormon showed where on the plans the curb cuts would be made to allow for entrance to the parking lot and stated that the entrance will be a right in – right out.

David Ellis stated that if the physical therapy is in the back of the building the way it is on the plans, they would have little visibility from the Parkway.

Mr. Ormon stated that they are in the back of the building to allow for more room in their facility. They will have an indoor pool for physical therapy which is why the "L" shape was added to the potential building plans.

Jim Martin asked if there is enough parking.

Mr. Ormon stated that yes there is and they even added more than is required to make sure there is enough.

Jim Martin asked if the addition of the "L" shape was adding anymore square footage to the building.

Mr. Ormon stated that no it is not bigger, it is still the same square footage.

Jim Martin stated that he is concerned about land-locking the area behind this potential building.

Mr. Walker stated that they will have a construction entrance coming from Monroe Street and that he would then make it a private street once construction was completed. He stated that he may develop the land behind this project in the future but he is not sure of that yet.

Jim Martin asked if there was enough room to make it a two-lane road.

Mr. Walker stated that no, there is not enough room to make it two-lane. It will be a private road.

Bettye King stated he would have more security with a private road.

Jim Martin asked how he could develop that land in the future if he did not have a public road.

Mr. Walker stated that it could be done.

Jim Martin stated that he does not like for there not to be a road in that location.

Mr. Walker mentioned the easement that would allow an exit from BankPlus though the parking lot of their project and he would like to not use it because it would cause traffic issues for them.

Mr. Ormon stated that the elevation for it would not be good.

A Public Hearing was held. NO comments made.

MOTION by Jim Martin to approve the site location for Mr. Ben Walker with the amendment of the "L" shape on the proposed building. SECOND by Nancy Davis. Motion carried UNANIMOUSLY, NONE opposed.

C. New Commercial Construction; 451 & 453 Arrow Drive, New Elementary School, Mr. Russ Blount.

Mr. Blount showed the committee the color rendering, color samples and site plan for the new school. Mr. Blount stated that this new elementary will replace East & Northside Elementary schools. He also stated that this plan for the school is already in place at Madison Station in the City of Madison. He showed the floor plan to the committee, pointing out the shared gym, media center, cafeteria area, administrative offices and the school rooms on both sides of the building. He also showed the entrance areas for both parts of the schools along with the bus entrance.

David Ellis asked if there would be any outdoor physical education areas.

Mr. Blount showed where the playground area will be located and added that there is some talk of outdoor trails in the surround wooded area of the school.

Jim Martin asked about the topography of the location.

Mr. Blount stated that when you enter the site it dips down and then comes back up.

Jim Martin stated that there was some talk about the storm water runoff and asked if that issue had been resolved.

Mr. Blount stated he had a meeting with Jerry Bounds and Richard Broome about the storm water and had shown them the retention ponds, where they will drain and that Mr. Broome was satisfied with what he had seen from that meeting.

David Ellis asked if there would be sidewalks along the roads leading up to the school and would there be bike lanes if children wished to ride their bike to school.

Mr. Blount stated that there are no sidewalks being built and no plans for a bike lane.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the New Commercial Construction at 451 & 453 Arrow Drive. SECOND by Foster Ellis Jr. Motion carried UNANIMOUSLY, NONE opposed.

D. New Commercial Construction; 1100 Business Park Drive, Daysprings Church, Mr. Josh Broome.

Lauren Pennington showed the committee the color samples for the church and stated that the plans and colors have all been approved by the Architectural Review Committee.

Mr. Broome stated all issues with the building have been resolved the only thing left for them to address would be the gates on the fence of the playground that the Fire Department has asked them to add and that will be done when it is built.

Nancy Davis asked how many acres they have to work with.

Mr. Jim Joyce stated that they have 11 ½ acres of land and 3 acres in the water.

Mr. Adam Peoples stated that one side of the building faces the interstate and that the entrance to the parking lot will be on the eastside of the building. He also stated that they made the floor plan of the sanctuary easy to expand, should it be needed, without any change to the outside of the building.

Jim Martin asked how many could be seated in the sanctuary.

Mr. Joyce stated that 400 seats will be available in the beginning but that more could be added if needed by expanding the sanctuary with the removal of classroom walls. The classrooms are large enough to allow them to take them in and allow more room for the sanctuary.

A Public Hearing was held. NO comments made.

MOTION by Nancy Davis to approve the New Commercial Construction at 1100 Business Park Drive, Daysprings Church. SECOND by Foster Ellis Jr. Motion carried UNANIMOUSLY, NONE opposed.

MOTION by Bettye King to adjourn. SECOND by Foster Ellis Jr.

IV. The Meeting was adjourned at 7:30 p.m.

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, March 22, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Meeting Minutes

Members Present: Jim Martin, David Ellis, Mark Williams, Pat Smith, Nancy Davis & Bettye King

City Officials: Jerry Bounds & Kenneth Dreher

Minutes taken by: Lauren Pennington.

1. Call To Order

James Martin called the meeting to order at 6:30 p.m.

II. Consideration and Approval of February 22, 2011 minutes.

Nancy Davis asked that Kenneth Dreher, the City Attorney, be added to future minutes as a City Official since he is present at these meetings.

MOTION by Bettye King to approve the February 22 minutes and add Kenneth Dreher to future minutes. SECOND by Mark Williams. UNANIMOUS approval. NONE opposed.

III. New Considerations:

A. Pool and fence construction and tree removal: 206 W. Leake Street, Mr. Christopher Graham.

Jerry Bounds stated that the pool and fence construction and tree removal has been presented to the Historical Preservation Committee and has been approved. Jerry Bounds showed the committee the fence type and stated that the tree Mr. Graham would like to remove is about 4ft. wide and is in the way of where they would like to place their pool.

Jim Martin stated that any tree larger than 12in. in Olde Towne must be approved for removal. He asked if Mr. Graham had anything to add.

Mr. Graham thanked the committee for their time and consideration and that he is happy to answer any questions they might have for him.

Jim Martin asked Mr. Graham if the fence would be along his entire back yard or only the pool.

Mr. Graham stated that the fence will be along his entire back yard.

Jim Martin asked if the drawings Mr. Graham had submitted are to scale.

Mr. Graham said they are very close to scale.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the pool and fence construction and tree removal at 206 W. Leake Street. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

B. Approval of outside Renovation at Bancorp South, 407 Hwy 80 East, Ms. Carol Drake.

Jerry Bounds stated that the bank will be changing the colors of the building he showed the committee the color samples and Ms. Drake showed the committee a large rendering of the proposed changes and explained where the color changes will be made.

Jim Martin asked if the changes would be applied to what is already on the building.

Ms. Drake stated that yes it would be.

Jerry Bounds stated that the renovation has been before the Architectural Review committee and has been approved.

Jim Martin asked if the entire building will be renovated or just the front.

Ms. Drake stated that it will be the entire building.

Jim Martin asked when the building was built.

Ms. Drake stated that it was built in the 70's.

Bettye King asked if it used to be the American Bank.

Ms. Drake stated that yes it was.

A Public Hearing was held. NO comments made.

MOTION by Pat Smith to approve the renovations at Bancorp South, 407 Hwy 80 East. SECOND by Nancy Davis. Motion carried UNANIMOUSLY, NONE opposed.

C. New Residential Construction; lot 10 Springhill, 308 Lawson Street, Mr. Tim Prevost.

Jerry Bounds showed the committee the color samples and brick samples. Stated that this house has gone before Historical Preservation and has been approved. He also stated that Mr. Prevost had meet with Tara Lytal and himself to discuss new color and brick types for these houses so that there is more diversity in the houses of this subdivision.

Jim Martin asked Mr. Prevost if he had anything to add.

Mr. Prevost stated that no he did not.

Jerry Bounds told Mr. Prevost that the Historical Preservation committee would like to suggest that he use shutter hinges on this particular house. He stated that this was not a condition of approval, just a suggestion.

Mr. Prevost stated that he would add the shutter hinges.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the New Residential Construction at lot 10 Springhill, 308 Lawson Street. SECOND by Mark Williams. Motion carried UNANIMOUSLY, NONE opposed.

D. New Residential Construction; lot 3 Springhill, 309 Lawson Street, Mr. Tim Prevost.

Jerry Bounds showed the committee the color and brick samples. Stated that this house has been before the Historical Preservation committee and has been approved.

Jim Martin asked why Historical Preservation did not ask for shutter hinges on this house.

Jerry Bounds stated that there are no shutters on this house.

Jim Martin asked how many one story houses and two story houses there are in the subdivision.

Mr. Prevost stated that there are three single story, 3 two story and 1 story and a half.

Jerry Bounds stated that the developer wanted the single story's in the front of the subdivision and the two story's in the back.

Mr. Prevost stated that there are no shutters on this house because he wanted some variety.

A Public Hearing was held. NO comments made.

MOTION by Mark Williams to approve the New Residential Construction at lot 3 Springhill, 309 Lawson Street. SECOND by David Ellis. Motion carried UNANIMOUSLY, NONE opposed.

E. New Residential Construction; lot 4 Springhill, 311 Lawson Street, Mr. Tim Prevost.

Jerry Bounds showed the color, brick and metal roof samples to the committee. Stated that it has gone before the Historical Preservation Committee and has been approved.

Jim Martin asked if the committee had anymore questions for Mr. Prevost.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the New Residential Construction at lot 4 Springhill, 311 Lawson Street. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

Jim Martin stated that since the next item on the agenda is a sign for his business he will step down as committee chairman and appointed Bettye King as chairman for this portion of the meeting.

F. Sign Approval; 106-B W. Leake Street, Mr. Jim Martin.

Jerry Bounds showed the committee the picture of the sign and stated that it has been before Historical Preservation and has been approved. Mr. Martin will be using the same color and size of sign that is already on the building.

Bettye King asked Mr. Martin if he had anything to add.

Mr. Martin stated that no, he did not.

Nancy Davis stated that this would be a wonderful location for his business.

MOTION by Mark Williams to approve the sign at 106-B W. Leake Street. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

MOTION by Pat Smith to adjourn. SECOND by David Ellis.

IV. The Meeting was adjourned at 7:00 p.m.

Jerry Bounds

From: Jerry Bounds [jbounds@clintonms.org]
Sent: Thursday, April 14, 2011 10:59 AM
To: Cliff Martin

Cliff:

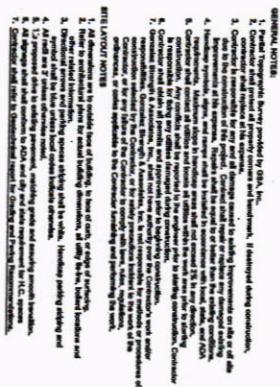
On Wednesday April 13, I had the Department heads review the plans for the new Fred's store. There are a few items that need to be addressed.

1. Location of the Fire alarm panel.
2. Location of the FD connection.
3. Fire sprinkler plans.
4. Elevations and more detail on the retaining wall by the pharmacy drive through and elevations entering Clinton Blvd from the parking lot.
5. Trash compactor or dumpster location.
6. Color samples of all colors to be used on building, along with color of window tenting. **These samples must be approved by the ARC. before placement on the project.**
7. Color on rear of building must match East and North sides.
8. Sidewalk along Clinton Blvd must be ADA compliant.

I have you on schedule for the Planning and Zoning meeting on April 26, 2011. This meeting will start at 6:30 pm. I also have you on schedule for the Mayor and Board of Alderman meeting on May 3, 2011. This meeting will start at 7:00 pm. Both meetings will be held in the Municipal Court Building located at 305 Monroe Street. Please make a note of these dates as you or a representative of your company must be present.

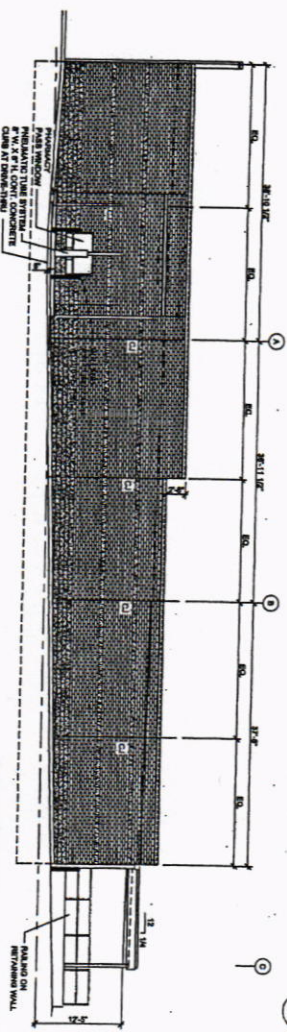
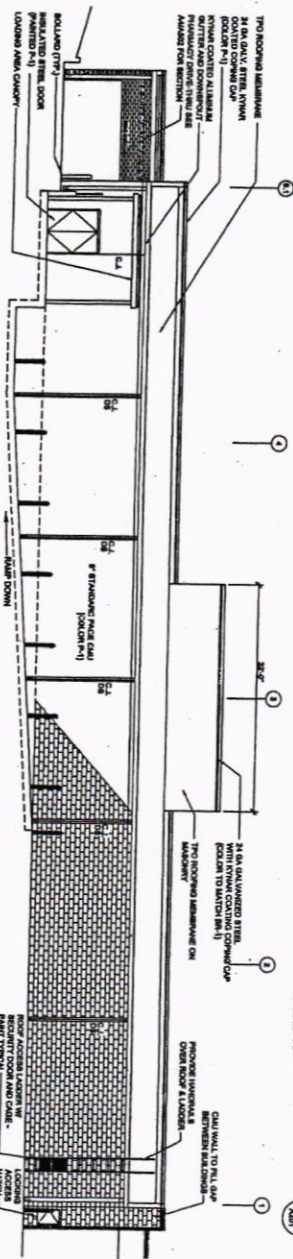
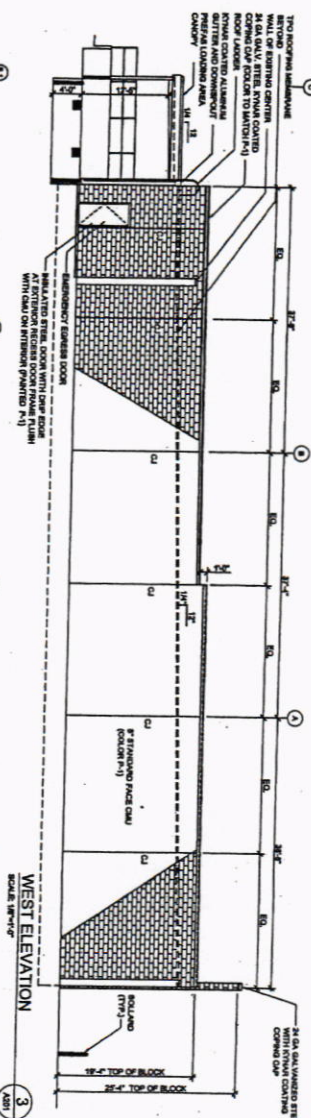
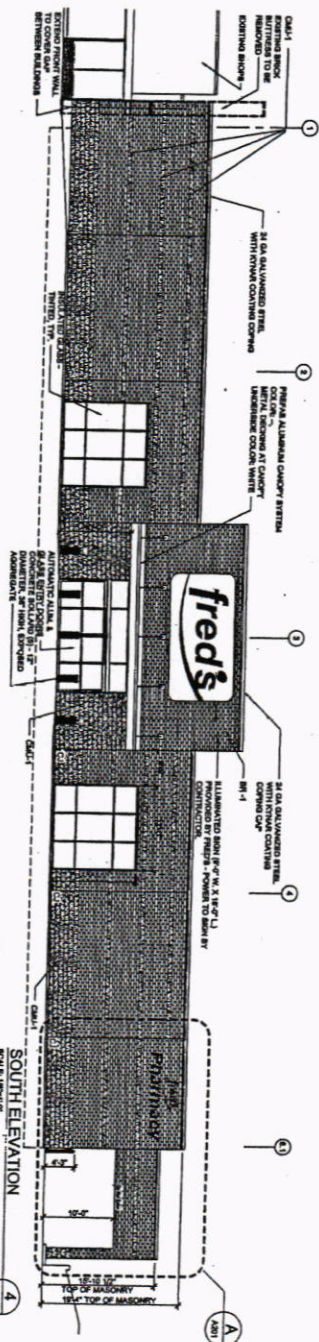
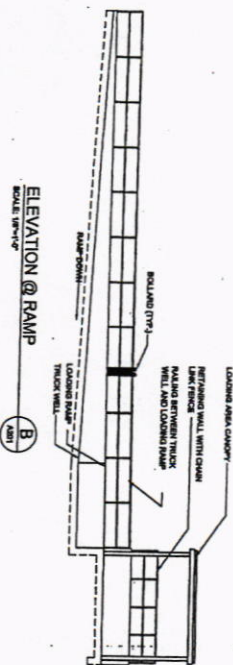
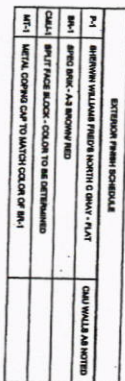
*Jerry "J.B." Bounds
Director, Community Development
City of Clinton, Mississippi*





LEGEND 1. PRODUCT NAME 2. PRODUCT CODE 3. PRODUCT DESCRIPTION 4. PRODUCT TYPE 5. PRODUCT CATEGORY 6. PRODUCT STATUS 7. PRODUCT DATE 8. PRODUCT TIME 9. PRODUCT LOCATION 10. PRODUCT STATUS 11. PRODUCT DATE 12. PRODUCT TIME 13. PRODUCT LOCATION 14. PRODUCT STATUS 15. PRODUCT DATE 16. PRODUCT TIME 17. PRODUCT LOCATION 18. PRODUCT STATUS 19. PRODUCT DATE 20. PRODUCT TIME 21. PRODUCT LOCATION 22. PRODUCT STATUS 23. PRODUCT DATE 24. PRODUCT TIME 25. PRODUCT LOCATION 26. PRODUCT STATUS 27. PRODUCT DATE 28. PRODUCT TIME 29. PRODUCT LOCATION 30. PRODUCT STATUS 31. PRODUCT DATE 32. PRODUCT TIME 33. PRODUCT LOCATION 34. PRODUCT STATUS 35. PRODUCT DATE 36. PRODUCT TIME 37. PRODUCT LOCATION 38. PRODUCT STATUS 39. PRODUCT DATE 40. PRODUCT TIME 41. PRODUCT LOCATION 42. PRODUCT STATUS 43. PRODUCT DATE 44. PRODUCT TIME 45. PRODUCT LOCATION 46. PRODUCT STATUS 47. PRODUCT DATE 48. PRODUCT TIME 49. PRODUCT LOCATION 50. PRODUCT STATUS 51. PRODUCT DATE 52. PRODUCT TIME 53. PRODUCT LOCATION 54. PRODUCT STATUS 55. PRODUCT DATE 56. PRODUCT TIME 57. PRODUCT LOCATION 58. PRODUCT STATUS 59. PRODUCT DATE 60. PRODUCT TIME 61. PRODUCT LOCATION 62. PRODUCT STATUS 63. PRODUCT DATE 64. PRODUCT TIME 65. PRODUCT LOCATION 66. PRODUCT STATUS 67. PRODUCT DATE 68. PRODUCT TIME 69. PRODUCT LOCATION 70. PRODUCT STATUS 71. PRODUCT DATE 72. PRODUCT TIME 73. PRODUCT LOCATION 74. PRODUCT STATUS 75. PRODUCT DATE 76. PRODUCT TIME 77. PRODUCT LOCATION 78. PRODUCT STATUS 79. PRODUCT DATE 80. PRODUCT TIME 81. PRODUCT LOCATION 82. PRODUCT STATUS 83. PRODUCT DATE 84. PRODUCT TIME 85. PRODUCT LOCATION 86. PRODUCT STATUS 87. PRODUCT DATE 88. PRODUCT TIME 89. PRODUCT LOCATION 90. PRODUCT STATUS 91. PRODUCT DATE 92. PRODUCT TIME 93. PRODUCT LOCATION 94. PRODUCT STATUS 95. PRODUCT DATE 96. PRODUCT TIME 97. PRODUCT LOCATION 98. PRODUCT STATUS 99. PRODUCT DATE 100. PRODUCT TIME 101. PRODUCT LOCATION 102. PRODUCT STATUS 103. PRODUCT DATE 104. PRODUCT TIME 105. PRODUCT LOCATION 106. PRODUCT STATUS 107. PRODUCT DATE 108. PRODUCT TIME 109. PRODUCT LOCATION 110. PRODUCT STATUS 111. PRODUCT DATE 112. PRODUCT TIME 113. PRODUCT LOCATION 114. PRODUCT STATUS 115. PRODUCT DATE 116. PRODUCT TIME 117. PRODUCT LOCATION 118. PRODUCT STATUS 119. PRODUCT DATE 120. PRODUCT TIME 121. PRODUCT LOCATION 122. PRODUCT STATUS 123. PRODUCT DATE 124. PRODUCT TIME 125. PRODUCT LOCATION 126. PRODUCT STATUS 127. PRODUCT DATE 128. PRODUCT TIME 129. PRODUCT LOCATION 130. PRODUCT STATUS 131. PRODUCT DATE 132. PRODUCT TIME 133. PRODUCT LOCATION 134. PRODUCT STATUS 135. PRODUCT DATE 136. PRODUCT TIME 137. PRODUCT LOCATION 138. PRODUCT STATUS 139. PRODUCT DATE 140. PRODUCT TIME 141. PRODUCT LOCATION 142. PRODUCT STATUS 143. PRODUCT DATE 144. PRODUCT TIME 145. PRODUCT LOCATION 146. PRODUCT STATUS 147. PRODUCT DATE 148. PRODUCT TIME 149. PRODUCT LOCATION 150. PRODUCT STATUS 151. PRODUCT DATE 152. PRODUCT TIME 153. PRODUCT LOCATION 154. PRODUCT STATUS 155. PRODUCT DATE 156. PRODUCT TIME 157. PRODUCT LOCATION 158. PRODUCT STATUS 159. PRODUCT DATE 160. PRODUCT TIME 161. PRODUCT LOCATION 162. PRODUCT STATUS 163. PRODUCT DATE 164. PRODUCT TIME 165. PRODUCT LOCATION 166. PRODUCT STATUS 167. PRODUCT DATE 168. PRODUCT TIME 169. PRODUCT LOCATION 170. PRODUCT STATUS 171. PRODUCT DATE 172. PRODUCT TIME 173. PRODUCT LOCATION 174. PRODUCT STATUS 175. PRODUCT DATE 176. PRODUCT TIME 177. PRODUCT LOCATION 178. PRODUCT STATUS 179. PRODUCT DATE 180. PRODUCT TIME 181. PRODUCT LOCATION 182. PRODUCT STATUS 183. PRODUCT DATE 184. PRODUCT TIME 185. PRODUCT LOCATION 186. PRODUCT STATUS 187. PRODUCT DATE 188. PRODUCT TIME 189. PRODUCT LOCATION 190. PRODUCT STATUS 191. PRODUCT DATE 192. PRODUCT TIME 193. PRODUCT LOCATION 194. PRODUCT STATUS 195. PRODUCT DATE 196. PRODUCT TIME 197. PRODUCT LOCATION 198. PRODUCT STATUS 199. PRODUCT DATE 200. PRODUCT TIME 201. PRODUCT LOCATION 202. PRODUCT STATUS 203. PRODUCT DATE 204. PRODUCT TIME 205. PRODUCT LOCATION 206. PRODUCT STATUS 207. PRODUCT DATE 208. PRODUCT TIME 209. PRODUCT LOCATION 210. PRODUCT STATUS 211. PRODUCT DATE 212. PRODUCT TIME 213. PRODUCT LOCATION 214. PRODUCT STATUS 215. PRODUCT DATE 216. PRODUCT TIME 217. PRODUCT LOCATION 218. PRODUCT STATUS 219. PRODUCT DATE 220. PRODUCT TIME 221. PRODUCT LOCATION 222. PRODUCT STATUS 223. PRODUCT DATE 224. PRODUCT TIME 225. PRODUCT LOCATION 226. PRODUCT STATUS 227. PRODUCT DATE 228. PRODUCT TIME 229. PRODUCT LOCATION 230. PRODUCT STATUS 231. PRODUCT DATE 232. PRODUCT TIME 233. PRODUCT LOCATION 234. PRODUCT STATUS 235. PRODUCT DATE 236. PRODUCT TIME 237. PRODUCT LOCATION 238. PRODUCT STATUS 239. PRODUCT DATE 240. PRODUCT TIME 241. PRODUCT LOCATION 242. PRODUCT STATUS 243. PRODUCT DATE 244. PRODUCT TIME 24	
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DAVID L. NARRANS A.L.A. ARCHITECT Architect & Planner 1000 N. 10TH ST., SUITE 200 DENVER, CO 80202 PHONE: 864-242-8888 FAX: 864-233-1020	S.E.A.  800 N. 10TH ST., SUITE 200 DENVER, CO 80202 PHONE: 864-242-8888 FAX: 864-233-1020	Fletcher-Singh co. Architects 353 Maple Street Baltimore, Maryland 21201 Phone: (410) 531-8808	fred's CLINTON PLAZA 200 CLINTON BOULEVARD CLINTON, MISSISSIPPI 39056	INTERIOR DESIGN RENOVATION, LANDSCAPE RECONSTRUCTION, MAINTENANCE 1410 E. 17TH AVE., SUITE 100 DENVER, CO 80202 PHONE: 864-242-8888 FAX: 864-233-1020	PHOTOGRAPHY Photo Studio PO BOX 11133 DENVER, CO 80202 PHONE: 864-242-8888 FAX: 864-233-1020	SITE LAYOUT PLAN Scale=1"=20' Sheet No. C-1-11
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Jerry Bounds

From: Jerry Bounds [jbounds@clintonms.org]
Sent: Thursday, April 14, 2011 10:04 AM
To: Russ Blount

Russ:

On Wednesday April 13, I had the Department heads review the site plans for Clinton Elementary school. We still have some questions concerning Storm water runoff. If you would have your engineer send me the pre and post runoff calculations for the site it would be helpful. We probably need to have a meeting with the City engineer Monday April 18th or Tuesday April 19th of next week. If you can fit that into your schedule, let me know.

I have you on schedule for the Planning and Zoning hearing on April 26 2011. This meeting will start at 6:30 pm. I also have you scheduled for the Mayor and "Board of Alderman meeting on May 3, 2011. This meeting will start at 7:00 pm. Both meetings will be held in the Municipal Court Building, located at 305 Monroe Street. Please make a note of the date as you or a representative of your firm must be present.

*Jerry "J.B." Bounds
Director, Community Development
City of Clinton, Mississippi*

Jerry Bounds

From: Russ Blount [RussBlount@dalepartners.com]
Sent: Thursday, March 31, 2011 11:19 AM
To: Jerry Bounds
Subject: 09075 CPSD CES color selections
Attachments: 110331 p and z issue.pdf

Categories: Red Category

Jerry,

The list below hyperlinks to online color selections for your reference. I have sent the attached file as hardcopy to your attention. The printer should deliver to you today.

BRICK

- Main Body [Georgetown](#)
- Accent [Crimson Dark Smooth](#)
- Mortar Color [Magnolia Mason's Mix](#)

"STONE"

- Entrance Walls Portals [Architectural Masonry Veneer \(Buffstone\)](#)
- Classroom Parapet [Architectural Masonry Veneer \(Buffstone\)](#)
- Columns [Architectural Cast Stone \(White Stone or Cream\)](#)
- Architectural Detail [Architectural Cast Stone \(White Stone or Cream\)](#)
- GRFC alternate for "out of reach" areas (Color to match)
- Stucco (Portal Soffits) [Standard \(Color to match Cast Stone\)](#)

ROOF (Architectural)

- Entrances and Canopies [Medium Bronze](#)
- Wall Copings [Medium Bronze](#)
- Gutters and Downspouts [Medium Bronze](#)

DOORS and WINDOWS

- Storefronts and Entrance Frames [Colonial White](#)
- Exterior Entrance Doors [Accent for School Color](#)
- Hollow Metal Doors [Accent for School Color \(Paint to match selected color\)](#)
- Exterior Window Frames [Colonial White](#)
- Glazing [Grey or Neutral Tint](#)

Painted Metal

- Bus Canopies [Parchment](#)

Sincerely,

Russ Blount, AIA, LEED® AP

DALE PARTNERS ARCHITECTS P.A.

One Jackson Place, Suite 250 / 188 E. Capitol Street / Jackson, MS 39201-2100

T: 601.352.5411

F: 601.352.5362

www.dalepartners.com

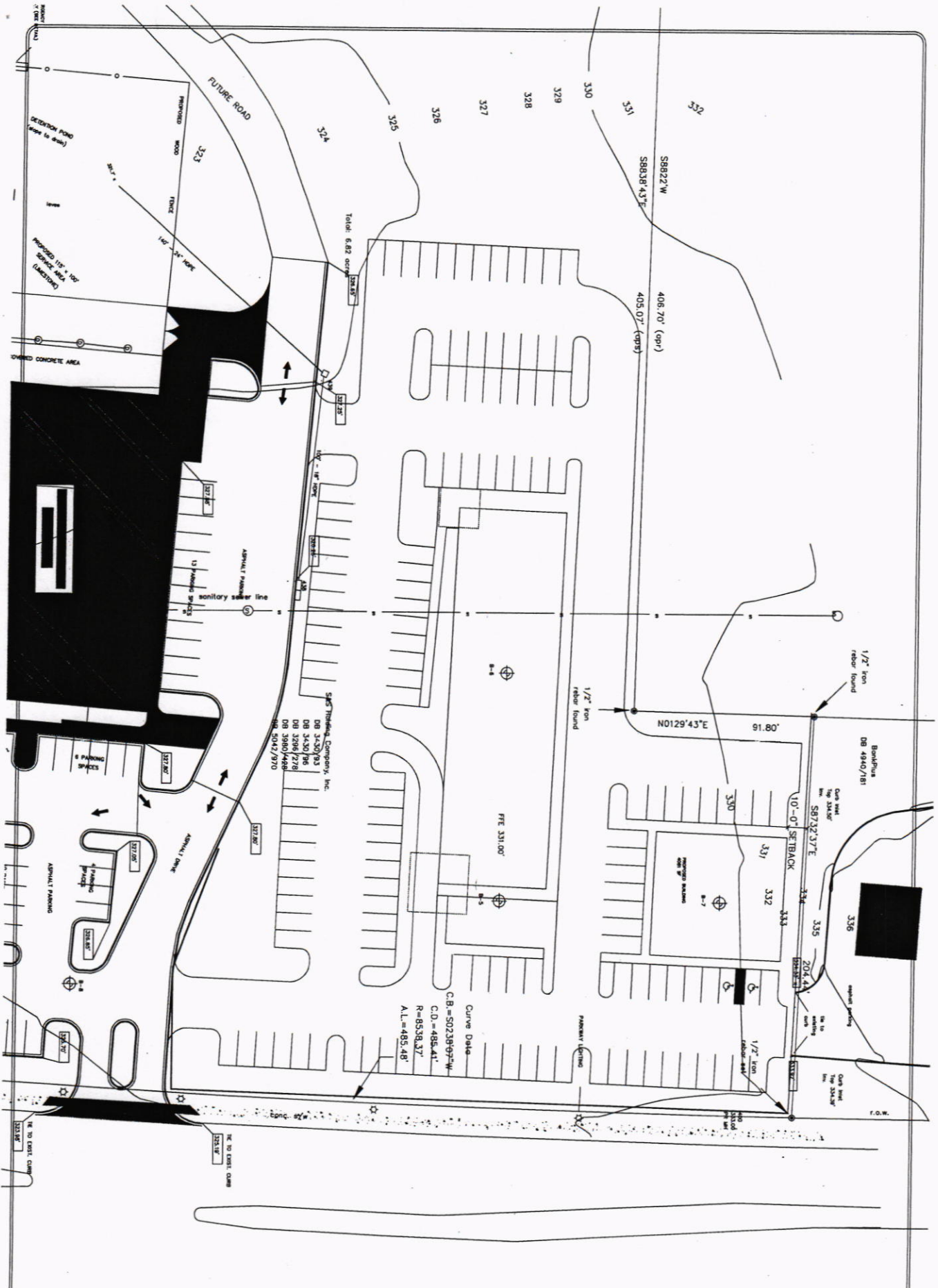
Jerry Bounds

From: Jerry Bounds [jbounds@clintonms.org]
ent: Thursday, April 14, 2011 12:27 PM
To: 'Ben Walker'

Ben:

I have received a proposed layout for two buildings on Clinton Parkway. I have you on schedule to appear before the Planning and zoning Board on April 26, 2011. This meeting will start at 6:30 pm. You are also scheduled for the Mayor and Board of Alderman meeting on May 3, 2011. This meeting will began at 7:00 pm. Please make a note of the date and times of these meetings as you or a representative of your organization must be present.

*Jerry "J.B." Bounds
Director, Community Development
City of Clinton, Mississippi*



A PROPOSED BUILDING FOR:
CMMC PARKWAY
 CLINTON, MS

PATHNAME:

PLOT DATE:

ASB
 SHEET #
 OF

**RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK)
TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY
RELIEF FUND FOR 2011**

WHEREAS, on October 16, 1990, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to enact legislation to authorize the City of Clinton to establish the payment of one (1) additional payment per year from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to be paid directly to retired members of said Fund, or the beneficiaries thereof, who on December 1 of each year are receiving retirement allowance under Section 21-29-39 of the Mississippi Code of 1972. The amount shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 ½) of the annual retirement allowance for each full fiscal year that the retired member or beneficiary has actually drawn retirement payments from the date of retirement or the passage of the Act, whichever is the later date: and

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Fire and Police Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, on March 4, 1997, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to set the maximum amount of additional benefit payment (COLA) to retirees of the Clinton Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipients' annual retirement allowance; and

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill No. 1919, approved by the Governor on April 10, 1997, setting the maximum amount of additional benefit payment (COLA) to retirees of the Clinton Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipient's annual retirement allowance to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, the governing authorities wish to establish the additional payments authorized in House Bill no. 1542, as limited by House Bill No. 1919 and request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payments.

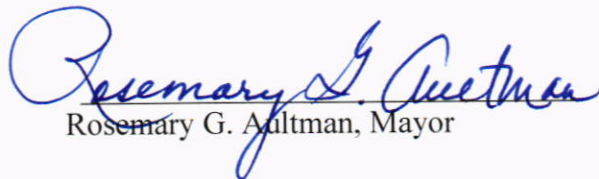
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the City hereby authorize the payment of one (1) additional payment from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to retired members of such disability and relief fund or beneficiaries thereof who on December 1, 2011, are receiving a retirement allowance under section 21-29-139, Mississippi Code of 1972. The amount of such payment shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 ½) of the annual retirement allowance for each full fiscal year after June 30, 1990, that the retired member or beneficiary has actually drawn retirement payments from the date of retirement and further limited to a maximum of ten percent (10%) of the annual retirement allowance for any year.

BE IT FURTHER RESOLVED that the governing authorities of the City of Clinton hereby request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payment in accordance with House Bill No. 1542 and House Bill No. 1919 for the calendar year 2011.

Alderman Hisaw moved that the foregoing Resolution be adopted. Alderman Barnett seconded the motion. The vote was as follows:

Alderman Brabham	AYE	Alderman Hisaw	AYE
Alderman Greer	AYE	Alderman Barnett	AYE
Alderwoman Peace	AYE	Alderman Morgan	AYE
Alderman Cashion	AYE		

Approved on the 3rd day of May, 2011.


Rosemary G. Aultman, Mayor

ATTEST:



Russell L. Wall, City Clerk

SEAL



**HOUSTON-GALVESTON AREA COUNCIL**

PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777 • 1-800-926-0234

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Chief Barry Burnside	Jackie Palmer
COMPANY:	DATE:
City of Clinton	3/29/2011
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
601.925.1016	1
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
601.925.1010	713.993.2466
RE:	YOUR REFERENCE NUMBER:
Price Verification -City of Clinton	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT PLEASE REPLY ☐ PLEASE RECYCLE

Chief Barry Burnside,

The contract pricing worksheet from Sunbelt Fire, Inc. is in compliance with our contract. You can proceed by faxing a purchase order to our office (713.993.4548) and to the vendor (251.928.9933).

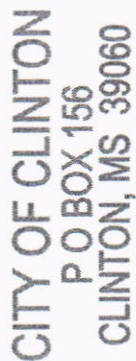
Product Code JC03 E-One Typhoon, 4-Door Custom Full-Tilt Aluminum Cab, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted **\$443,510.00**

Product Code JB01 E-One Fire Ranger, Ford F550, Extruded Aluminum Body **\$160,836.00**
Purchase Order Total \$604,346.00

Note: All purchase orders must include the following information:

Mississippi ILC#08-2041

Mississippi Contract #5-070-25563

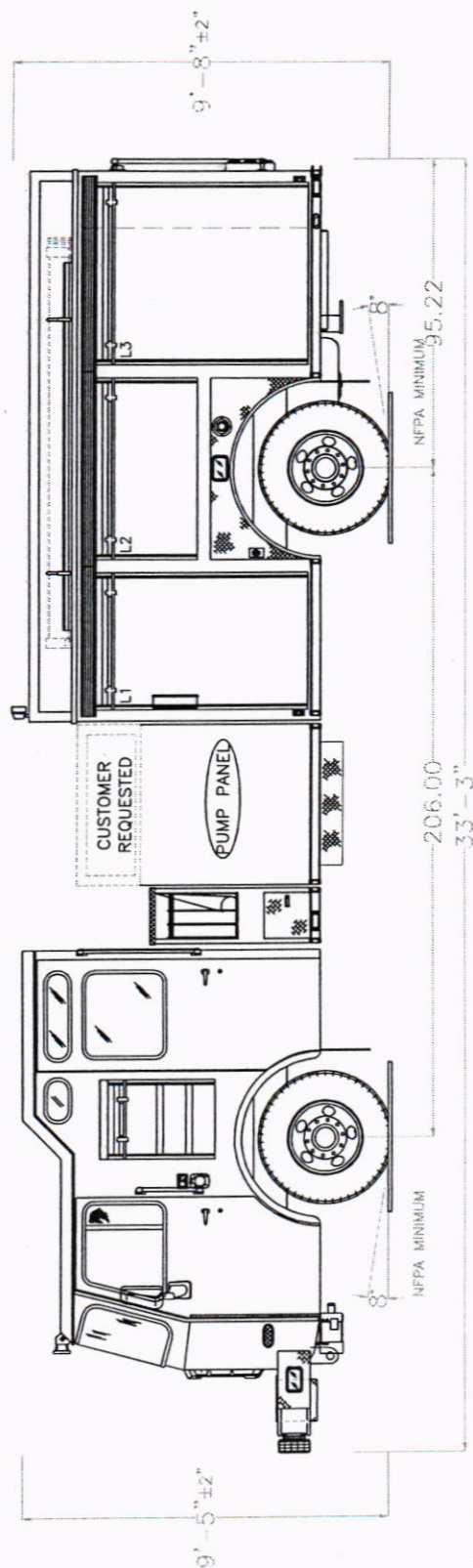
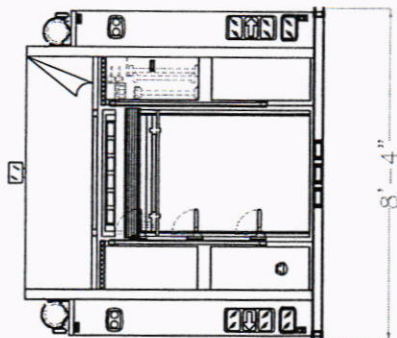


Quote No: 43771

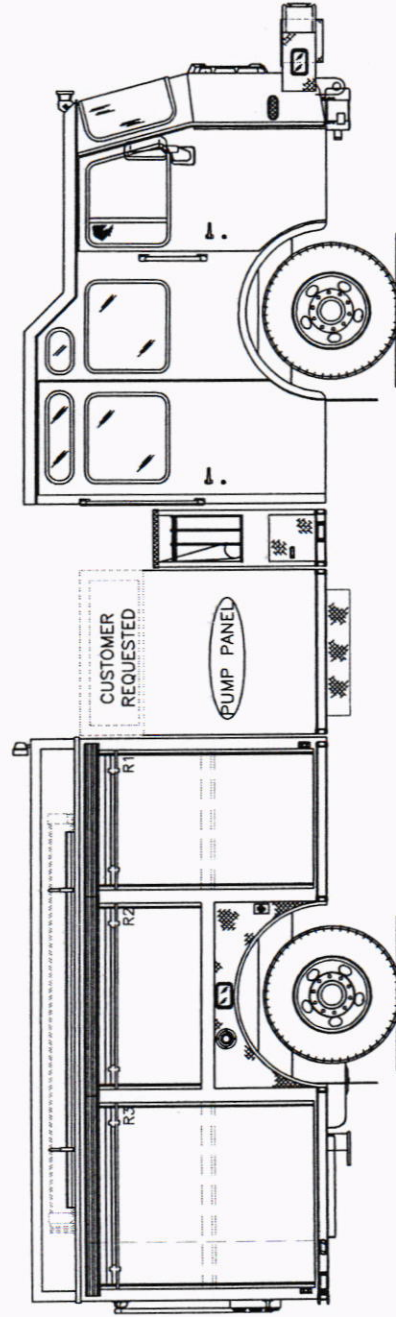
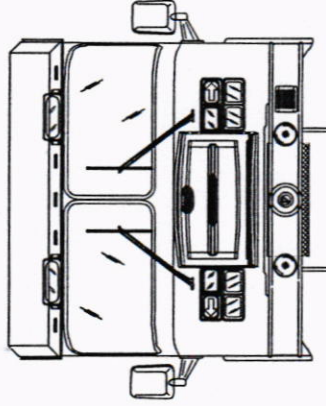
5/2/2011

Quote Rev:31 Drawing Rev:3

Note: Hosebed height may not be the correct measurement for this combo. Compartment height may change.



1500 GPM HALE QMAXPUMP 1030 TOTAL VOLUME 30 TOTAL FOAM				HOSE LOADS :			
COMPT.	OPENING		WIDTH	INTERIOR DIMENSIONS			
	WIDTH	HEIGHT		LOWER HEIGHT	LOWER DEPTH	UPPER HEIGHT	UPPER DEPTH
L1	40	59.75	42	30	26	26.75	26
L2	54	25.75	56	N/A	N/A	26.75	26
L3	54	59.75	56	30	26	26.75	26
R1	40	59.75	42	30	26	26.75	12
R2	54	25.75	56	N/A	N/A	26.75	12
R3	54	59.75	56	30	26	26.75	12
B1	36	45	38	30	26	24	12



FIRE RANGER RESCUE

Chassis: Ford F-550, 4 Door Cab, 18,000 lb
GVWR, 4x4, 6-speed automatic transmission,
Diesel Engine

Compartment Sizes

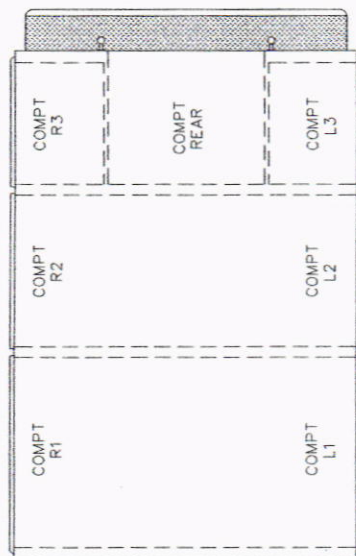
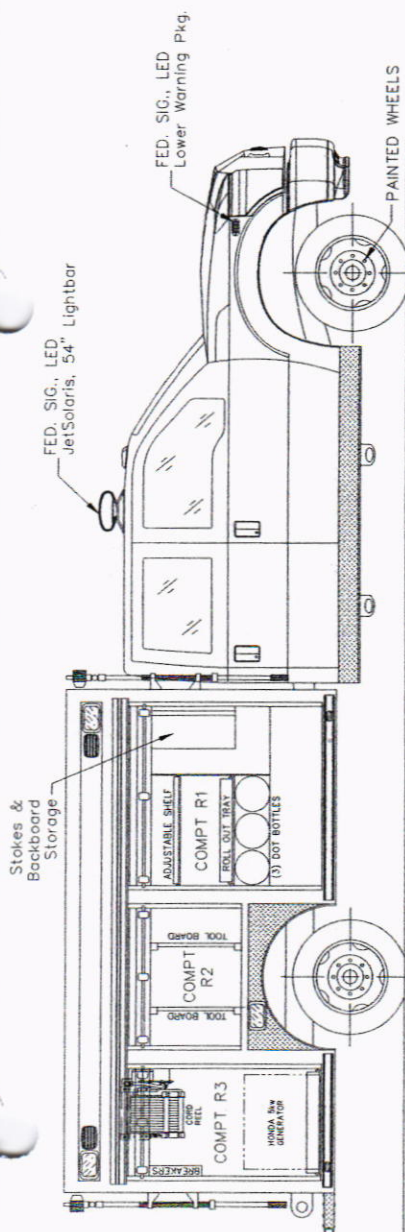
Roll-Up Doors

L1/R1: 51.00W x 49.00H x 94.00D (*)
L2/R2: 39.50W x 26.00H x 94.00D (*)
L3/R3: 31.00W x 49.00H x 23.50D
REAR: 46.00W x 44.00H x 36.00D

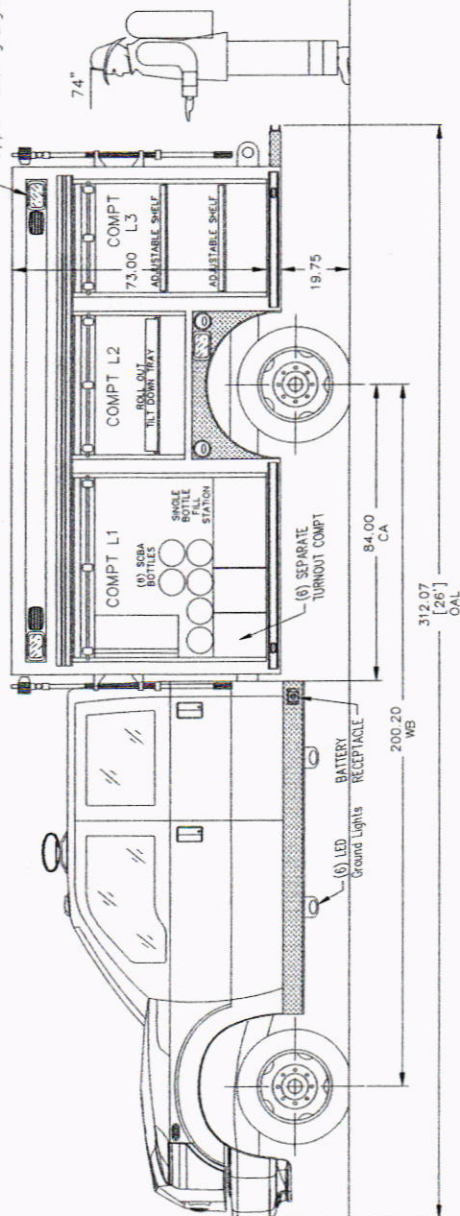
(*) Indicates a transverse compartment

Compartment sizes indicate usable space and actual dimensional openings taking into account door type, etc

THIS DRAWING IS FOR REFERENCE PURPOSE ONLY AND IS NOT TO BE CONSIDERED AN APPROVAL DRAWING. IF THERE ARE ANY DISCREPANCIES BETWEEN THIS DRAWING AND THE APPARATUS SPECIFICATIONS, THE SPECIFICATIONS SHALL PREVAIL.



(4) FED. SIG., Quadraflare Upper Warning Lights



(4) FED. SIG., Quadraflare Upper Warning Lights

(6) Whelen M26 Scene Lights

DRAWING NOTES:
UNLESS OTHERWISE SPECIFIED:
1. All dimensions are in inches
2. All dimensions are rounded to the nearest 0.0003
3. All dimensions are rounded to the nearest 0.0003
4. All dimensions are rounded to the nearest 0.0003

FIRE RANGER RESCUE CLINTON FD			
DRAWN BY	COMPLETED	CHECKED	APPROVED
DRM	10-19-10	----	----
REV	BY	DATE	SCALE
A	DM	02-15-11	NONE
PROPOSAL NUMBER			1 OF 1
E00000			

53215

DATE _____

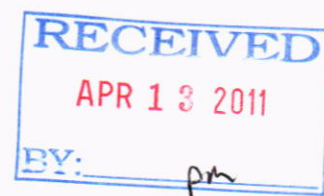
PURCHASE ORDER #

ADDRESS

Suggested Sources

ORIGINATOR

Name _____



December 18, 2008

Harrell's LLC.
720 Kraft Rd
Lakeland, FL 33815

To Whom It May Concern,

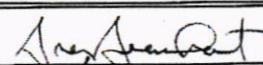
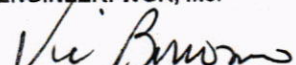
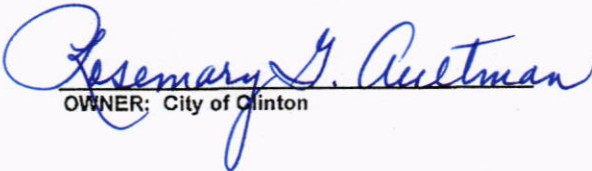
Harrell's Fertilizer is proud to be the *exclusive* Eastern United States formulator and distributor of all POLYON[®] branded products. The POLYON technology (owned by Agrium Advanced Technologies, Inc.) is a patented process which cannot be duplicated.

Any fertilizer products containing POLYON purchased in the Eastern United States must be purchased from Harrell's, LLC or its authorized distributor. This includes all nitrogen, phosphorus, potassium and minor elements which have been coated with POLYON.

Sincerely,

Matt Shook
Vice President of Sales
HARRELL'S FERTILIZER

CHANGE ORDER REQUEST FORM

OWNER:	City of Clinton 300 Jefferson Street Clinton, Mississippi 39056		CHANGE ORDER NO.	ONE Final	
PROJECT NAME:	2010 Cap Loan Improvements				
ENGINEER:	WGK, Inc.	WGK#:	2010-235-00		
CONTRACTOR:	Hemphill Construction Company				
CHANGE ORDER	4/15/2011	CONTRACT DATE:	October 18, 2010		
REASON FOR CHANGE:	Welding of plates on the bolt ends of four (4) Rotor Baffles on Lakeside Brush Aerators at Treatment Plant Ditches.				
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES IN THE CONTRACT PLANS, AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF DESIRED.)					
ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QUANTITY	UNIT	UNIT COST	TOTAL ADJUSTED COST
BB	Total for work done on Rotor Baffles	1	EA	7,708.00	7,708.00
TOTAL CONTRACT CHANGE					\$7,708.00
				TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT: (As Bid)					\$178,260.00
CURRENT CONTRACT AMOUNT:					\$178,260.00
THIS CONTRACT CHANGE:					\$7,708.00
REVISED CONTRACT AMOUNT:					\$185,968.00
CURRENT CONTRACT COMPLETION DATE:					May 23, 2011
TIME EXTENSION REQUIRED BY CHANGE:					0
REVISED CONTRACT COMPLETION DATE:					May 23, 2011
RECOMMENDED BY:	 ENGINEER: WGK, Inc.			4/19/11 DATE	
ACCEPTED BY:	 CONTRACTOR: Hemphill Construction Inc.			4/19/11 DATE	
APPROVED BY:	 OWNER: City of Clinton			5/4/11 DATE	
APPROVED BY:	MDA			DATE	

Memorandum of Understanding

STP-7357-00(001)LPA 106212-701000

***Widening of Arrow Drive from Cynthia Road to West Access Road to
Clinton High School
City of Clinton, Hinds County***

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and *City of Clinton* (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize *Surface Transportation Program (STP)* and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to *widen Arrow Drive from Cynthia Road to West Access Road to Clinton High School*; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 1,270,356.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and that the above funds are subject to normal reductions and obligational limitations; and

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the, COMMISSION a maximum of \$ N/A for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local state share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that

may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any *Transportation Enhancement Funds* until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.
6. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

7. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate 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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

9. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.

- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Hon. Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, MS 39060
Phone: 601 925 6103
Fax: 601 925 4605

For Technical Matters:

COMMISSION:
District LPA Coordinator – District V
MDOT
P.O. Box 90
Newton, MS 39345
Phone: 601 683 3341
Fax: 601 683 7030

LPA:
Mr. Richard Broome, P.E.
City of Clinton
P.O. Box 1430
Meridian, MS 39302
Phone: 601 925 6102
Fax: 601 925 4605

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, 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 COMMISSION by reason hereof. The LPA 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 COMMISSION, 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.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court

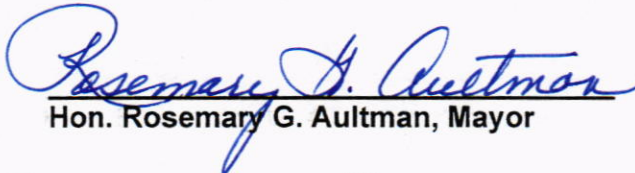
finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So agreed this the 3rd day of MAY, 2011.

City of Clinton


Hon. Rosemary G. Aultman, Mayor

So Agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda McGrath, P.E., Interim Executive
Director and Chief Engineer
Mississippi Department of Transportation

Book _____, Page _____.

Memorandum of Understanding

STP-7312-00(004)LPA 106213-701000

***Signalized Bicycle and Pedestrian Crossing at Clinton Parkway and
Fairmont Street and Intersection Improvements
City of Clinton, Hinds County***

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and *City of Clinton* (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize *Surface Transportation Program (STP)* and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to *construct a signalized bicycle and pedestrian crossing at the intersection of Clinton Parkway and Fairmont Street and intersection improvements*; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 300,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and that the above funds are subject to normal reductions and obligational limitations; and

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the, COMMISSION a maximum of \$ N/A for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local state share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that

may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any *Transportation Enhancement Funds* until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.
6. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

7. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate 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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

9. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.

- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Hon. Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, MS 39060
Phone: 601 925 6103
Fax: 601 925 4605

For Technical Matters:

COMMISSION:
District LPA Coordinator – District V
MDOT
P.O. Box 90
Newton, MS 39345
Phone: 601 683 3341
Fax: 601 683 7030

LPA:
Mr. Richard Broome, P.E.
City of Clinton
P.O. Box 1430
Meridian, MS 39302
Phone: 601 925 6102
Fax: 601 925 4605

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, 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 COMMISSION by reason hereof. The LPA 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 COMMISSION, 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.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court

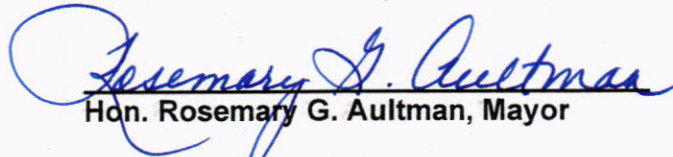
finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So agreed this the 3rd day of may, 2011.

City of Clinton


Hon. Rosemary G. Aultman, Mayor

So Agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

**Melinda McGrath, P.E., Interim Executive
Director and Chief Engineer
Mississippi Department of Transportation**

Book _____, Page _____,

This instrument prepared by:
KENNETH R. DREHER, Esq.
KENNETH R. DREHER P.A.
P. O. Box 1121
Clinton, Mississippi 39060
(601) 925-5316

Indexing Instructions:
Part of NE 1/4, Section 18, T6N, R1W
Clinton, Hinds County, Mississippi (First
District)

WATER LINE EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned KATHERINE F. ROBBINS ("Grantor") does hereby grant, bargain, transfer and convey unto the **City of Clinton, Mississippi**, a municipal corporation and political subdivision of the State of Mississippi ("Grantee"), and its successors and assigns a permanent, non-exclusive easement (the "Easement") to install, lay, and thereafter use, repair, maintain, replace and remove underground water lines, and related facilities (collectively, the "Lines") serving Cedar Crest Drive and its residents, upon, over, under, across, above and through the lands of Grantor being described on Exhibit "A" attached hereto, being located in the NE 1/4 of Section 18, Township 6 North, Range 1 West, in the City of Clinton, Hinds County, (First District) Mississippi (the "Property"), and as the same may be located from time to time, to and including (but not beyond) the water meter for each lot comprising part of the water lines. Grantor and Grantee will, upon request by Grantor, execute and deliver to the other party a document amending this Water Line Easement Agreement to delimit the exact location of the Easement Area; provided, however, Grantor will pay any costs to determine and describe the location of the Easement Area.

Together with the right of ingress and egress over the private street commonly known as Cedar Crest Drive including and over the land included in the Easement Area for the purpose of, and to the extent reasonably necessary for, operating and maintaining the Lines for so long as they are utilized by Grantee. Grantor further conveys to Grantee the right to remove any fixtures, fencing, shrubbery, trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs) over and under the Easement Area that materially interfere with the installation of the Lines. Grantor further conveys to Grantee the right to keep the Easement Area clear of any trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs) that materially interfere with the operation or maintenance of the Lines.

Grantor further conveys to Grantee a construction easement for a period of 90 days after the date hereof (the "Construction Easement") for the right of ingress and egress upon the Easement Area and any additional land needed as working room, reasonably necessary for the purpose of constructing the Lines and for maintaining the Lines. Grantee shall have the right to use, occupy and/or improve for construction purposes the area included in the Construction Easement for 90 days after the date hereof in order to complete the construction of the improvements related to the Lines. Grantee will conduct its operations in the construction and maintenance of the Lines in such a manner as to not unreasonably interfere with the operation of Cedar Crest Drive. All improvements installed by Grantee will be located underground with the exception of water meter boxes, which will be as nearly flush with the ground as is practicable, and fire hydrants.

This Water Line Easement Agreement was accepted by the City of Clinton, Mississippi, at its regular board meeting on the 3rd day of may, 2011.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESS THE SIGNATURE OF GRANTOR as of the 18th day of April, 2011


KATHERINE F. ROBBINS

ATTEST:

By: 
CITY CLERK
(SEAL)

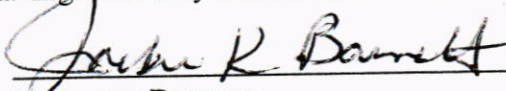
CITY OF CLINTON, MISSISSIPPI

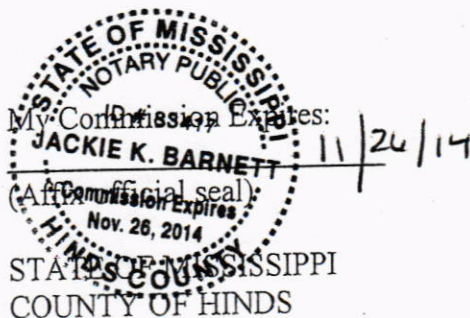
By: 
MAYOR

STATE OF MISSISSIPPI
COUNTY OF HINDS



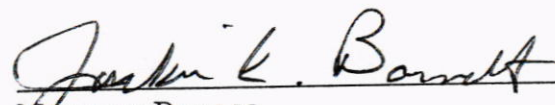
Personally appeared before me, the undersigned authority in and for the said county and state, on this 18 day of April, 2011, within my jurisdiction, the within named KATHERINE F. ROBBINS, who acknowledged to me that she executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

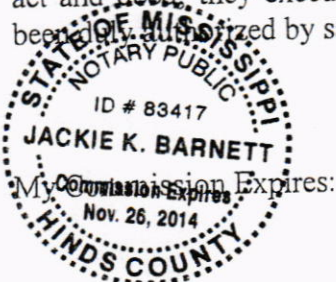

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of May, 2011, within my jurisdiction, the within named ROSEMARY AULTMAN and RUSSELL WALL, who acknowledged to me that they are Mayor and City Clerk of the City of Clinton, Mississippi, a body corporate and politic and a political subdivision of the State of Mississippi, and that for and on behalf of said city, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said city so to do.


NOTARY PUBLIC

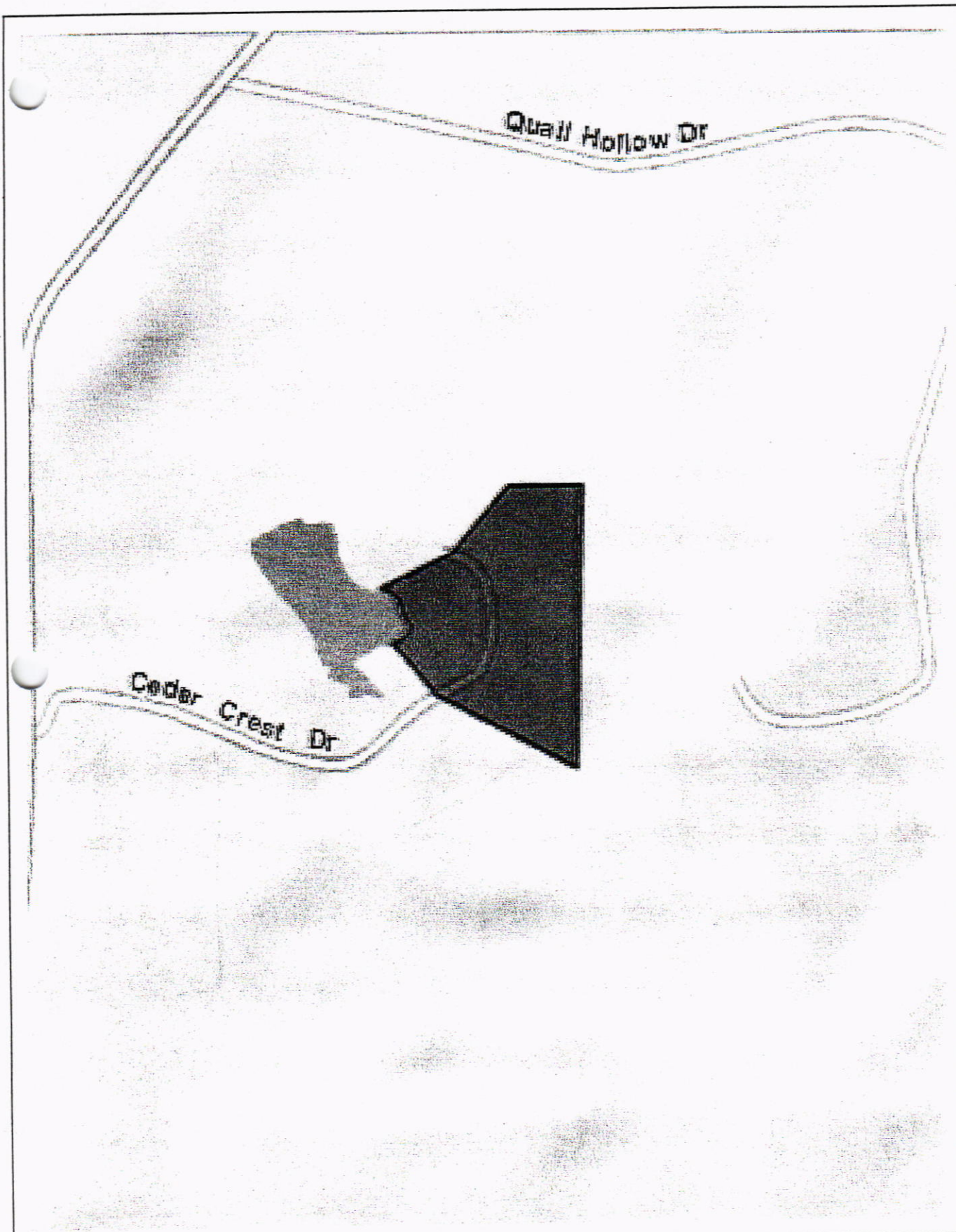


(Affix official seal)

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying and being situated in the Northeast Quarter of Section 18, Township 6 North, Range 1 West, Hinds County (First District), Mississippi, and being more particularly described as follows:

A Fifteen Feet wide tract of land running easterly from and parallel to the centerline of Cedar Crest Drive (a private road) on the property of the Grantor, parcel number 2860-504-560.



Hinds County Dashboard

ROBBINS

131

Printed: April 05, 2011

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This instrument prepared by:
KENNETH R. DREHER, Esq.
KENNETH R. DREHER P.A.
P. O. Box 1121
Clinton, Mississippi 39060
(601) 925-5316

Indexing Instructions:
Part of NE 1/4, Section 18, T6N, R1W
Clinton, Hinds County, Mississippi (First
District)

WATER LINE EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned DEREK D. SPIVEY and TRACY D. SPIVEY ("Grantor") do hereby grant, bargain, transfer and convey unto the **City of Clinton, Mississippi**, a municipal corporation and political subdivision of the State of Mississippi ("Grantee"), and its successors and assigns a permanent, non-exclusive easement (the "Easement") to install, lay, and thereafter use, repair, maintain, replace and remove underground water lines, and related facilities (collectively, the "Lines") serving Cedar Crest Drive and its residents, upon, over, under, across, above and through the lands of Grantor being described on Exhibit "A" attached hereto, being located in the NE 1/4 of Section 18, Township 6 North, Range 1 West, in the City of Clinton, Hinds County, (First District) Mississippi (the "Property"), and as the same may be located from time to time, to and including (but not beyond) the water meter for each lot comprising part of the water lines. Grantor and Grantee will, upon request by Grantor, execute and deliver to the other party a document amending this Water Line Easement Agreement to delimit the exact location of the Easement Area; provided, however, Grantor will pay any costs to determine and describe the location of the Easement Area.

Together with the right of ingress and egress over the private street commonly known as Cedar Crest Drive including and over the land included in the Easement Area for the purpose of, and to the extent reasonably necessary for, operating and maintaining the Lines for so long as they are utilized by Grantee. Grantor further conveys to Grantee the right to remove any fixtures, fencing, shrubbery, trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs) over and under the Easement Area that materially interfere with the installation of the Lines. Grantor further conveys to Grantee the right to keep the Easement Area clear of any trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs) that materially interfere with the operation or maintenance of the Lines.

Grantor further conveys to Grantee a construction easement for a period of 90 days after the date hereof (the "Construction Easement") for the right of ingress and egress upon the Easement Area and any additional land needed as working room, reasonably necessary for the purpose of constructing the Lines and for maintaining the Lines. Grantee shall have the right to use, occupy and/or improve for construction purposes the area included in the Construction Easement for 90 days after the date hereof in order to complete the construction of the improvements related to the Lines. Grantee will conduct its operations in the construction and maintenance of the Lines in such a manner as to not unreasonably interfere with the operation of Cedar Crest Drive. All improvements installed by Grantee will be located underground with the exception of water meter boxes, which will be as nearly flush with the ground as is practicable, and fire hydrants.

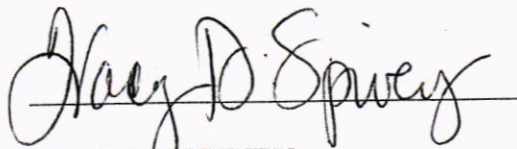
This Water Line Easement Agreement was accepted by the City of Clinton, Mississippi, at its regular board meeting on the 3rd day of MAY, 2011.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESS THE SIGNATURE OF GRANTOR as of the 18th day of April, 2011

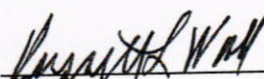


DEREK D. SPIVEY

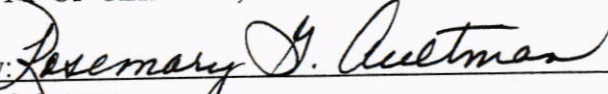


TRACY D. SPIVEY

ATTEST:

By: 
CITY CLERK
(SEAL)

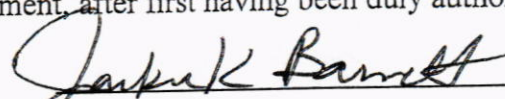
CITY OF CLINTON, MISSISSIPPI

By: 
MAYOR

STATE OF MISSISSIPPI
COUNTY OF HINDS



Personally appeared before me, the undersigned authority in and for the said county and state, on this 18 day of April, 2011, within my jurisdiction, the within named DEREK D. SPIVEY and TRACY D. SPIVEY, who acknowledged to me that they executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
My Commission Expires: 11/26/14
ID # 83417
JACKIE K. BARNETT
(Affix official seal)
Commission Expires
Nov. 26, 2014
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of May, 2011, within my jurisdiction, the within named ROSEMARY AULTMAN and RUSSELL WALL, who acknowledged to me that they are Mayor and City Clerk of the City of Clinton, Mississippi, a body corporate and politic and a political subdivision of the State of Mississippi, and that for and on behalf of said city, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said city so to do.



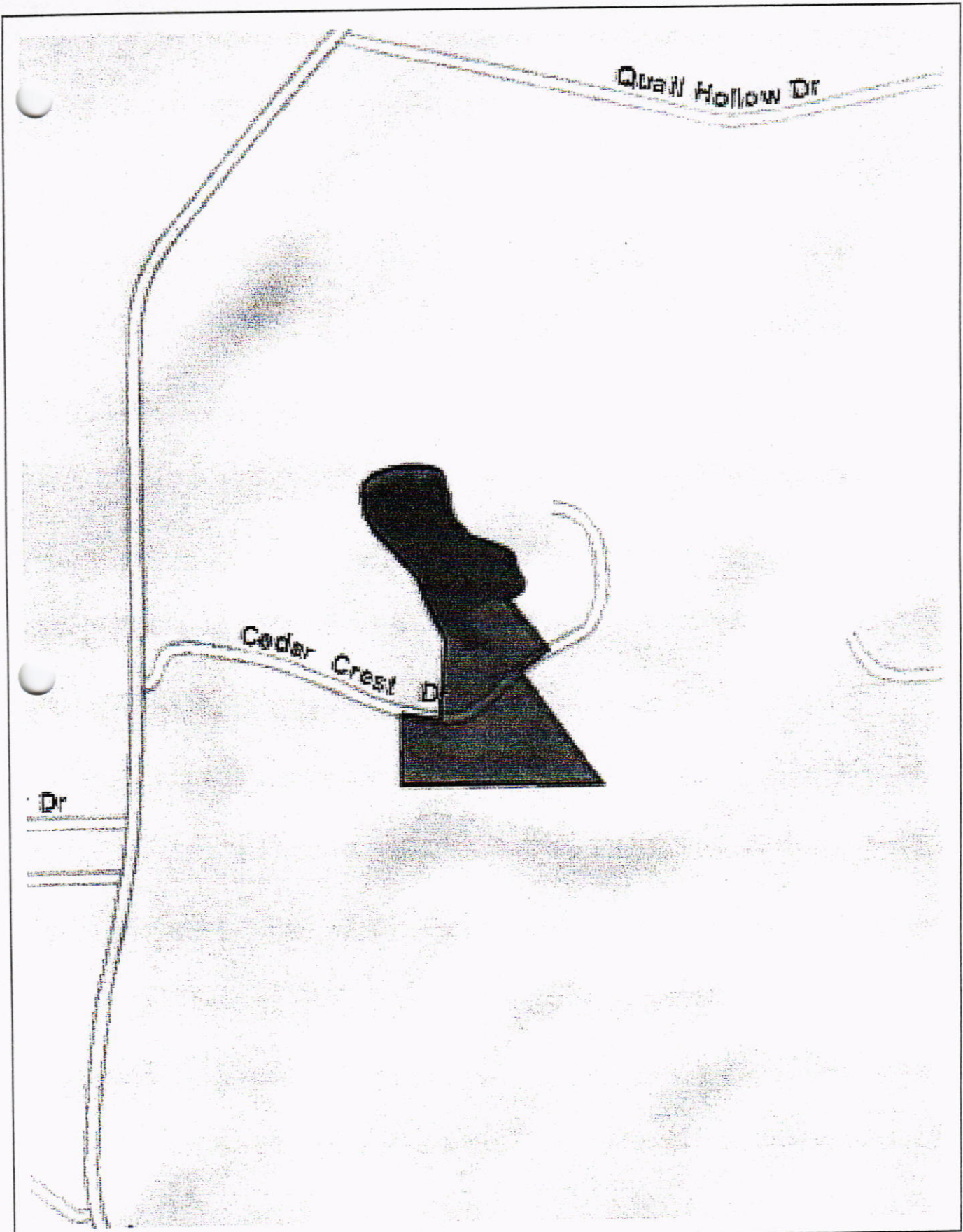
Jackie K. Barnett

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying and being situated in the Northeast Quarter of Section 18, Township 6 North, Range 1 West, Hinds County (First District), Mississippi, and being more particularly described as follows:

A Fifteen Feet wide tract of land running southerly from and parallel to the centerline of Cedar Crest Drive (a private road) on the property of the Grantor, parcel number 2860-504-551.



Hinds County Dashboard

SPIVEY

119

This instrument prepared by:
KENNETH R. DREHER, Esq.
KENNETH R. DREHER P.A.
P. O. Box 1121
Clinton, Mississippi 39060
(601) 925-5316

Indexing Instructions:
Part of NE 1/4, Section 18, T6N, R1W
Clinton, Hinds County, Mississippi (First
District)

WATER LINE EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned ALEXA G. HAIK and MATTHEW M. HAIK ("Grantor") do hereby grant, bargain, transfer and convey unto the **City of Clinton, Mississippi**, a municipal corporation and political subdivision of the State of Mississippi ("Grantee"), and its successors and assigns a permanent, non-exclusive easement (the "Easement") to install, lay, and thereafter use, repair, maintain, replace and remove underground water lines, and related facilities (collectively, the "Lines") serving Cedar Crest Drive and its residents, upon, over, under, across, above and through the lands of Grantor being described on Exhibit "A" attached hereto, being located in the NE 1/4 of Section 18, Township 6 North, Range 1 West, in the City of Clinton, Hinds County, (First District) Mississippi (the "Property"), and as the same may be located from time to time, to and including (but not beyond) the water meter for each lot comprising part of the water lines. Grantor and Grantee will, upon request by Grantor, execute and deliver to the other party a document amending this Water Line Easement Agreement to delimit the exact location of the Easement Area; provided, however, Grantor will pay any costs to determine and describe the location of the Easement Area.

Together with the right of ingress and egress over the private street commonly known as Cedar Crest Drive including and over the land included in the Easement Area for the purpose of, and to the extent reasonably necessary for, operating and maintaining the Lines for so long as they are utilized by Grantee. Grantor further conveys to Grantee the right to remove any fixtures, fencing, shrubbery, trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs) over and under the Easement Area that materially interfere with the installation of the Lines. Grantor further conveys to Grantee the right to keep the Easement Area clear of any trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs) that materially interfere with the operation or maintenance of the Lines.

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This Water Line Easement Agreement was accepted by the City of Clinton, Mississippi, at its regular board meeting on the 3rd day of MAY, 2011.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESS THE SIGNATURE OF GRANTOR as of the 20 day of April, 2011

Alexa Haik

ALEXA G. HAIK

Matthew M. Haik

MATTHEW M. HAIK

ATTEST:

By: Russell Wall
CITY CLERK
(SEAL)

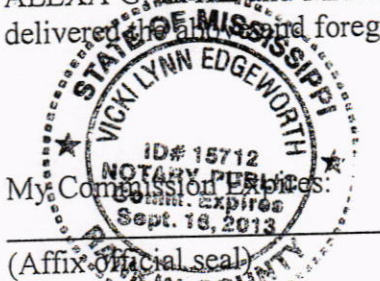
CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
MAYOR

STATE OF MISSISSIPPI
COUNTY OF HINDS



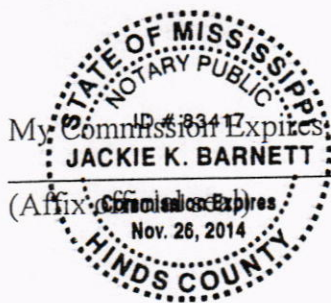
Personally appeared before me undersigned authority in and for the said county and state, on this 20th day of April, 2011, within my jurisdiction, the within named ALEXA G. HAIK, and MATTHEW M. HAIK, who acknowledged to me that they executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.



Vicki Lynn Edgeworth
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of May, 2011, within my jurisdiction, the within named ROSEMARY AULTMAN and RUSSELL WALL, who acknowledged to me that they are Mayor and City Clerk of the City of Clinton, Mississippi, a body corporate and politic and a political subdivision of the State of Mississippi, and that for and on behalf of said city, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said city so to do.



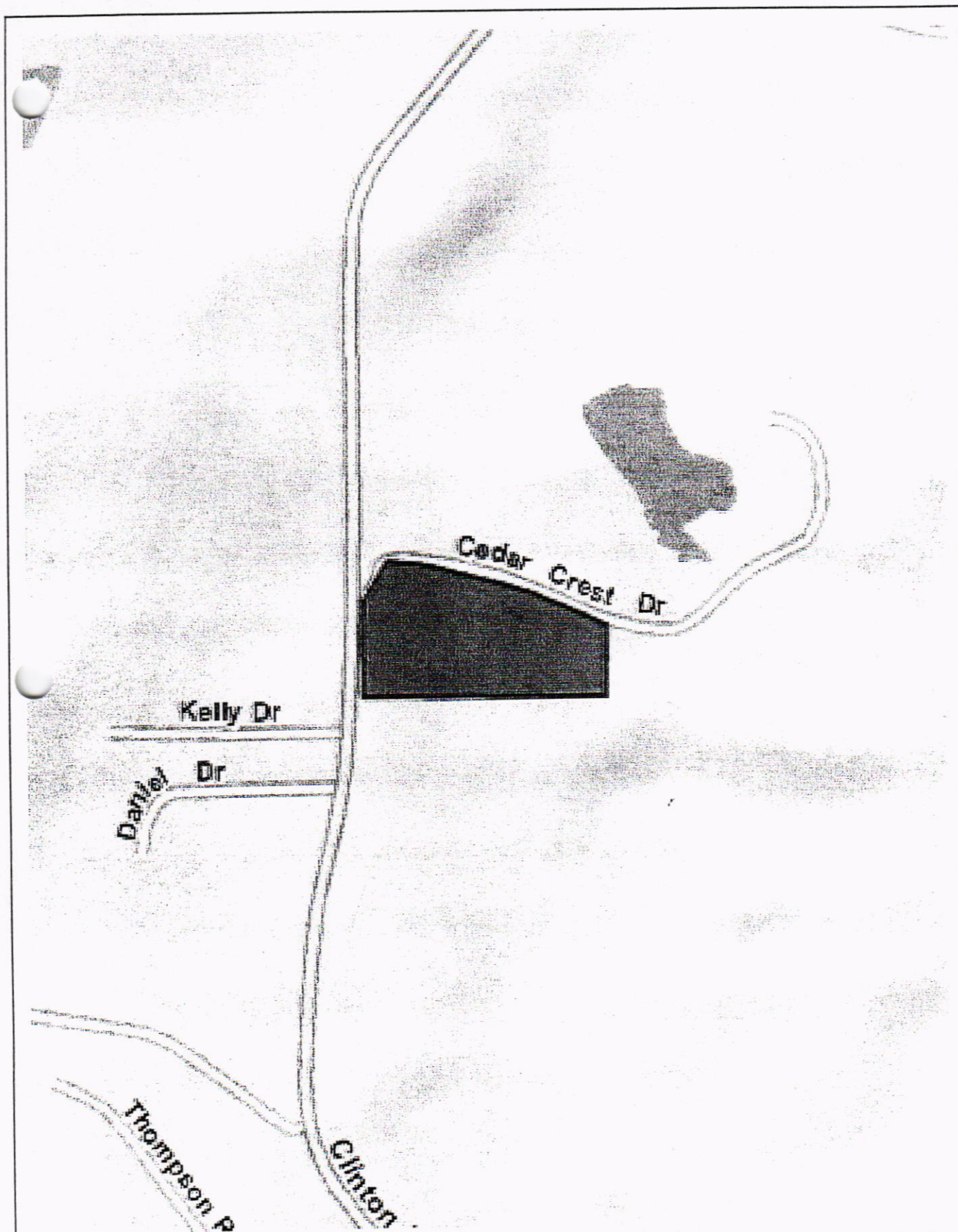
Jackie K. Barnett

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying and being situated in the Northeast Quarter of Section 18, Township 6 North, Range 1 West, Hinds County (First District), Mississippi, and being more particularly described as follows:

A Fifteen Feet wide tract of land running southerly from and parallel to the centerline of Cedar Crest Drive (a private road) on the property of the Grantor, parcel number 2860-504-610.



Hinds County Dashboard

HAIK

Printed: April 05, 2011

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113

This instrument prepared by:
KENNETH R. DREHER, Esq.
KENNETH R. DREHER P.A.
P. O. Box 1121
Clinton, Mississippi 39060
(601) 925-5316

Indexing Instructions:
Part of NE 1/4, Section 18, T6N, R1W
Clinton, Hinds County, Mississippi (First
District)

WATER LINE EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned BASSAM ALBATNIGI and MAI T. NGUYEN ("Grantor") do hereby grant, bargain, transfer and convey unto the **City of Clinton, Mississippi**, a municipal corporation and political subdivision of the State of Mississippi ("Grantee"), and its successors and assigns a permanent, non-exclusive easement (the "Easement") to install, lay, and thereafter use, repair, maintain, replace and remove underground water lines, and related facilities (collectively, the "Lines") serving Cedar Crest Drive and its residents, upon, over, under, across, above and through the lands of Grantor being described on Exhibit "A" attached hereto, being located in the NE 1/4 of Section 18, Township 6 North, Range 1 West, in the City of Clinton, Hinds County, (First District) Mississippi (the "Property"), and as the same may be located from time to time, to and including (but not beyond) the water meter for each lot comprising part of the water lines. Grantor and Grantee will, upon request by Grantor, execute and deliver to the other party a document amending this Water Line Easement Agreement to delimit the exact location of the Easement Area; provided, however, Grantor will pay any costs to determine and describe the location of the Easement Area.

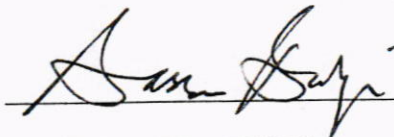
Together with the right of ingress and egress over the private street commonly known as Cedar Crest Drive including and over the land included in the Easement Area for the purpose of, and to the extent reasonably necessary for, operating and maintaining the Lines for so long as they are utilized by Grantee. Grantor further conveys to Grantee the right to remove any fixtures, fencing, shrubbery, trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs) over and under the Easement Area that materially interfere with the installation of the Lines. Grantor further conveys to Grantee the right to keep the Easement Area clear of any trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs) that materially interfere with the operation or maintenance of the Lines.

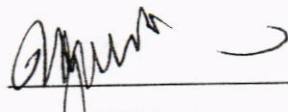
Grantor further conveys to Grantee a construction easement for a period of 90 days after the date hereof (the "Construction Easement") for the right of ingress and egress upon the Easement Area and any additional land needed as working room, reasonably necessary for the purpose of constructing the Lines and for maintaining the Lines. Grantee shall have the right to use, occupy and/or improve for construction purposes the area included in the Construction Easement for 90 days after the date hereof in order to complete the construction of the improvements related to the Lines. Grantee will conduct its operations in the construction and maintenance of the Lines in such a manner as to not unreasonably interfere with the operation of Cedar Crest Drive. All improvements installed by Grantee will be located underground with the exception of water meter boxes, which will be as nearly flush with the ground as is practicable, and fire hydrants.

This Water Line Easement Agreement was accepted by the City of Clinton, Mississippi, at its regular board meeting on the 3rd day of MAY, 2011.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESS THE SIGNATURE OF GRANTOR as of the 19th day of April, 2011

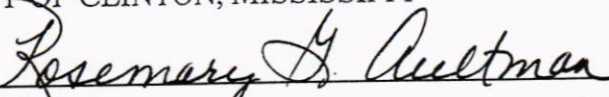

BASSAM ALBATNIGI


MAI T. NGUYEN

ATTEST:

By: 
CITY CLERK
(SEAL)

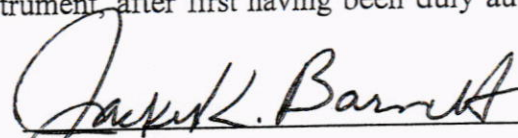
CITY OF CLINTON, MISSISSIPPI

By: 
MAYOR

STATE OF MISSISSIPPI
COUNTY OF HINDS



Personally appeared before me, the undersigned authority in and for the said county and state, on this 19 day of April, 2011, within my jurisdiction, the within named BASSAM ALLBATNIGI and MAI T. NGUYEN, who acknowledged to me that they executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC



Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of May, 2011, within my jurisdiction, the within named ROSEMARY AULTMAN and RUSSELL WALL, who acknowledged to me that they are Mayor and City Clerk of the City of Clinton, Mississippi, a body corporate and politic and a political subdivision of the State of Mississippi, and that for and on behalf of said city, and as its

act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said city so to do.

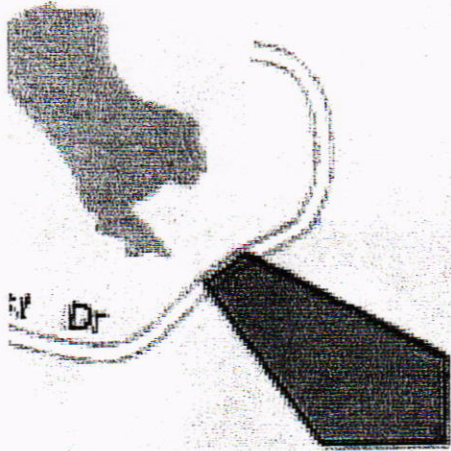


Jackie K. Barnett
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying and being situated in the Northeast Quarter of Section 18, Township 6 North, Range 1 West, Hinds County (First District), Mississippi, and being more particularly described as follows:

A Fifteen Feet wide tract of land running south-easterly from and parallel to the centerline of Cedar Crest Drive (a private road) on the property of the Grantor, parcel number 2860-504-580.



Hinds County Dashboard

ALBATNIGI

Printed: April 05, 2011

125

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CITY OF CLINTON

SEALED BID OPENING - SUMMARY SHEET

BID OPENING MAY 2ND, 2011 - 2 PM

REQUESTED BID ITEMS SUMMATION

BID ITEM #1 Debris Monitoring Consulting

BID ITEM #2

RESULTS AT BID OPENING

BID RECEIVED FROM	DATE RECEIVED	ALL REQs MET	BID #1 BID AMOUNT	BID #2 BID AMOUNT
Schaeff	5-2-11		157,200.00	
True North	5-2-11		80,070.00	
WPGK Engineers	5-2-11		91,050.00	

CITY REPRESENTATIVES

ADDITIONAL ATTENDEES

Mike Parker Director of Public Works

BIDS OPENED BY

Gwendolyn O'Leary

Gwendolyn Sledge Operations Manager

BID OPENING WITNESSED BY



A NEEL-SCHAFER COMPANY

May 2, 2011

Mayor Rosemary Aultman
City of Clinton
P.O. Box 156
Clinton, MS 39060

REFERENCE: Contract to provide Debris Monitoring Services for
Assignment #1 – Debris Removal for City of Clinton

Dear Mayor Aultman:

This is a Letter Agreement to provide debris monitoring services to **City of Clinton** for debris removal efforts related to the advertised scope of work for monitoring services related to the April 15th-28th, 2011 Tornado/high wind events throughout the City of Clinton. This letter will serve as an agreement between **City of Clinton** and True North Emergency Management, A Neel-Schaffer Company (True North), to provide these services.

As our first work assignment, True North offers debris monitoring services to City of Clinton for evaluation of contractor bids for the debris removal from the City limits. The selection of a debris contractor will allow City of Clinton to move forward with debris removal efforts, and ultimately file for reimbursement from FEMA for the federally funded portion of debris removal efforts.

This Contract will allow Neel-Schaffer to provide these Debris Monitoring Services effective immediately in accordance with the hourly rates listed in Exhibit A, and the General Terms and Conditions in Exhibit B, as advertised and listed in the Scope of Services-Exhibit C. This Contract and the Exhibits may only be modified or amended in writing as authorized by both parties. Neel-Schaffer will bill you monthly for the work performed.

The field monitoring will begin after the selection of a qualified contractor. This work will be conducted on a time and materials basis for an estimated fee of \$80,070. This estimated fee is based on the assumption that four monitors are needed per day, for the length of the 30 day debris removal contract, in accordance with the rate schedule approved in the Letter of Interest, and attached as Exhibit A. This fee will not be exceeded without written authorization from you. If the terms of this Contract are acceptable, please execute both originals and return one of them to us. We appreciate the opportunity to provide these services to you and look forward to working with you and your staff.

Sincerely,

A blue ink signature of Jonathan A. Kiser, consisting of a stylized, cursive script that starts with a large 'J' and ends with a long, sweeping horizontal stroke.

Jonathan A. Kiser, P.E., Vice President

Accepted: **City of Clinton**

By:

A blue ink signature of Rosemary G. Aultman, written in a cursive script. The signature is written over a horizontal line that serves as a baseline for the signature.

Rosemary G. Aultman

Date:

5/4/11

Attachments: Exhibit A – Fee Schedule, Exhibit B – General Terms and Conditions,
Exhibit C- Scope of Services

EXHIBIT A

Fee Schedule

Item	Description	Standard Hourly Rate*	Estimated Hours/ day**	Contract Days	Total Fee
1	Project Manager	\$79	4	30	\$9,480
2	Debris Monitor Supervisor	\$59	10	30	\$17,700
3	Debris Monitor	\$39	40	30	\$46,800
4	Clerical/Data Entry	\$29	4	30	\$3,480
5	Office Staff Rate	\$29	3	30	\$2,610
Estimated Fee Not to Exceed***					\$80,070

*All inclusive standard hourly rates include all expenses

**Hours are estimated and we understand that these are not guaranteed

***We acknowledge that this contract is an hourly contract with the fee not to exceed this amount with out a contract amendment



EXHIBIT B
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

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

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

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

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

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

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems

appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs

necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer before termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

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

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

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

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services

and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the written approval of the other, such approval shall not be unreasonably withheld.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above. However, Engineer shall notify client if coverage drops below these limits.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health

and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
30. **Contract Expiration.** This contract must be executed within 30 days of the date on page 1 of the letter agreement, for the Professional fees listed in this agreement to remain valid. In the event that this contract is not executed within this time period by the Client, the project pricing may not be valid, at the sole discretion of the Engineer.

EXHIBIT C

SCOPE OF SERVICES

FOR CITY OF CLINTON TORNADO/DISASTER DEBRIS MONITORING CONTRACT

I. BACKGROUND

The CITY OF CLINTON requires the services of a monitor to support the oversight and management of debris recovery contractors, as well as the compilation and organization of documentation necessary for the CITY OF CLINTON to obtain reimbursement for expenditures on debris removal and monitoring from federal and state agencies. MONITOR will provide a range of related services including training and other services as needed and ordered by the CITY OF CLINTON. Other services may include, if required by the CITY OF CLINTON, facilitating communication with the Federal Emergency Management Agency (FEMA), the Mississippi Emergency Management Agency (MEMA), the State of Mississippi and other federal and state agencies. This scope is to select a firm for the tornado that struck on April 15, 2011.

II. SCOPE

A. GENERAL

Upon notification by the CITY OF CLINTON to proceed, the MONITOR will provide the workers to fill the positions identified in the Monitoring Contract in sufficient numbers to perform the services required herein. In addition to other services specified herein, MONITOR shall:

1. Work with the CITY OF CLINTON's emergency operations staff.
2. Monitor debris removal contractors' progress and make recommendations to improve efficiency and speed up recovery work.
3. Assist with identification of eligible debris and issue a load ticket to debris loading crews.
4. Assist the CITY OF CLINTON with responding to public concerns and comments if requested by the CITY OF CLINTON.
5. Notify the CITY OF CLINTON of non-compliance with contracts by any debris removal contractor.

B. BASIC SERVICES.

Field services provided by MONITOR include:

1. Preparation and reproduction of trip tickets in a format designated by the CITY OF CLINTON;
2. Hiring and training of all personnel for positions needed to perform the monitoring contract;

3. Pre-measure truck capacity and assign truck number to each contractor vehicle that is hauling debris to disposal sites. A log of truck measurements will be submitted to the CITY OF CLINTON for filing with state and federal agencies;
4. Reviewing the amount and type of debris loaded by each debris removal contractor at each point of loading;
5. Issuing properly and accurately filled out trip tickets at the point of loading for each loading site of each debris removal contractor;
6. Evaluating each truck as it arrives at the debris disposal site, and accurately and completely filling out and verifying trip tickets for each such truck for each debris removal contractor.

Other services provided by MONITOR include:

1. Measure and record the truck capacity on truck measurement logs.
2. Log debris volumes in a digital format (ex. Microsoft Excel). Data to be tracked includes date, contractor, disposal site, trip ticket number, capacity, load rating, actual yards, location of debris, and type of debris;
3. Track first pass debris as Federal Aid route, or Non Federal Aid route, to protect reimbursement from FEMA and FHWA.
4. Compare truck capacity on trip ticket with measured truck volume to identify errors.
5. Provide debris volume reports to the CITY OF CLINTON, and as requested by FEMA/MEMA;
6. File original tickets by numerical order, by Contractor, by day and by disposal site to be submitted to the CITY OF CLINTON for record keeping;

C. PROJECT MANAGEMENT

MONITOR will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted daily to the CITY OF CLINTON Project Manager. Each daily report submitted will contain the following minimum information:

1. Contractor name;
2. Progress by area and estimations of total quantities remaining, including time to completion;
3. Submission of trip tickets within two days sorted by numerical order, by Contractor, by day and by disposal site.

Additional written reports may be requested by the CITY OF CLINTON which shall document the debris contractors' activities and progress from the previous report and cumulatively for each Contractor. Each such additional report submitted will contain such information as may be requested by the CITY OF CLINTON.

MONITOR shall review Contractor pay requests and make a recommendation to the CITY OF CLINTON in regards to the accuracy and completeness of the invoice and payment recommendation. Each invoice should be coded with the correct Project Worksheet number to

expedite the CITY OF CLINTON's reimbursement.

D. RECORD RETENTION

MONITOR shall collect and retain all documentation which it utilizes in the performance of the Monitoring Contract, including but not limited to, all such documentation that may be required by FEMA in order to process reimbursement requests by the CITY OF CLINTON.

E. MEETINGS AND COMMUNICATIONS

Open, timely conversations and written documentation are significant actions to provide successful completion of the debris removal contracts. Throughout the execution of the contracts, MONITOR will meet with CITY OF CLINTON representatives as directed by and coordinated with the CITY OF CLINTON. MONITOR will attend a conference for the debris contractors, if so directed by the CITY OF CLINTON, and will attend regular progress and coordination meetings, as appropriate.

MONITOR shall attend CITY OF CLINTON Board Meetings, as requested, to directly respond to public comments, public records requests, or member's questions as they relate to the progress or issues with the debris removal project.

MONITOR shall attend meetings conducted by MEMA and/or FEMA as requested by the CITY OF CLINTON. MONITOR shall provide assistance to the CITY OF CLINTON and or MEMA/FEMA in completing all Project Worksheets necessary for reimbursement. Monitor will generate reports to support the questions and reimbursement as necessary.

F. FIELD MONITORING

The MONITOR shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum monitoring shall consist of the following personnel:

1. 1 staff per debris disposal site
2. 1 staff per debris loading site or crew

G. QUALITY CONTROL

The MONITOR shall:

1. Document daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs, separated by Federal Aid/Non-Federal Aid routes for First Pass debris removal efforts;

2. Recommend stopping work in progress that is not being performed or documented in the appropriate manner;
3. Review work in progress so that removal efforts include debris of the proper type in the proper areas;
4. Check work in progress to make sure that the proper work authorizations, permits, and other prerequisites has been received;
5. Report on any improvements in work assignments and/or efficiency/productivity that may be appropriate;

H. REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The MONITOR will work closely with the Contractor, CITY OF CLINTON and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to assist with obtaining necessary permits, licenses, and certificates, if requested.

I. EVENT CLOSURE

MONITOR will assist the CITY OF CLINTON in preparing final reports necessary for reimbursement by FEMA, MEMA and any other applicable agency for disaster recovery efforts by CITY OF CLINTON staff and designated debris removal contractors, as requested by the CITY OF CLINTON. The MONITOR will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

III. SCHEDULE

MONITOR will provide continuous services for the period specified in the Monitoring Contract. MONITOR will mobilize a staff of sufficient size to adequately monitor debris removal operations.

J. Payment to the Monitor

Monitor will provide the services as defined in this Scope based on an hourly rate schedule, as provided in the Fee Table. These hourly rates will include all expenses, as no direct expenses will be included in this contract, unless authorized by separate Addendum to this contract.

END OF SCOPE