

CITY OF CLINTON AGENDA ITEM FACT SHEET **BOARD APPROVED**

BOARD MEETING DATE: March 15, 2005

AGENDA ITEM NO. 7.

MAR 15 2005

CONSENT AGENDA:

TO:

CITY OF CLINTON

FOR:

ACCT. NO:

DISCUSSION/ACTION: Unkempt Property
304 Vernon Road

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

*Ms. Stoker. (Jackson)
(MS.)*

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

*Extend action for 30 days
Report from Gary Ward as
to future plans regarding
property.*

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Hisaw

VOTE CAST:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

"AYE"

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"NAY"

[Blank lines]

ACTION TAKEN:

[Blank lines]

Mayor Aultman

[Blank line]

[Blank line]

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AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

BOARD APPROVED

MAR 15 2005

RESOLUTION

CITY OF CLINTON

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 304 Vernon Road, Clinton, Mississippi, and after full consideration of the matter, Alderman _____ offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT 304 VERNON ROAD, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 304 Vernon Road, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., March 15, 2005, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 304 Vernon Road, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted: _____
Alderman Hisaw voted: _____
Alderman Greer voted: _____
Alderman Brantley voted: _____
Alderman Fisher voted: _____
Alderman Touchton voted: _____
Alderman Lott voted: _____

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the _____ day of _____ 2005.

CITY OF CLINTON

BY: _____
ROSEMARY AULTMAN, Mayor

ATTEST:

WAYNE DERRICK, City Clerk

(S E A L)

BOARD APPROVED

MAR 15 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: March 15, 2005

AGENDA ITEM NO. 8.

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Unkempt Property
223 Thomas Street

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Hisaw*

SECONDED BY: *Brabham*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

BOARD APPROVED

MAR 15 2005

RESOLUTION

CITY OF CLINTON

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 223 Thomas Street, Clinton, Mississippi, and after full consideration of the matter, Alderman Juchton offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT 223 THOMAS STREET, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 223 Thomas Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., March 15, 2005, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 223 Thomas Street, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 15th day of March 2005.

CITY OF CLINTON

BY: Rosemary Aultman
ROSEMARY AULTMAN, Mayor 3.18.05

ATTEST:

Carol Warren, Deputy
WAYNE DERRICK, City Clerk

(SEAL)



BOARD APPROVED

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CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: March 15, 2005

AGENDA ITEM NO. **9.**

CONSENT AGENDA

TO:

FOR:

ACCOUNT NO:

DISCUSSION/ACTION: Membership Fee in the Amount of \$415.00 Payable to the Government Finance Officers Association for the City's Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2004 to be Considered for the Associations Certificate of Achievement for Excellence in Financial Reporting

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: *Brabham*

SECONDED BY: *Greer*

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott
Mayor Aultman

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CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: March 15, 2005

AGENDA ITEM NO. 9.

CONSENT AGENDA

001.040.681

TO:

FOR:

400.650.681

ACCOUNT NO:

DISCUSSION/ACTION: Membership Fee in the Amount of \$415.00 Payable to the Government Finance Officers Association for the City's Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2004 to be Considered for the Associations Certificate of Achievement for Excellence in Financial Reporting

INTRODUCED BY: Wayne Derrick, City ClerkBOARD ACTION:MOTION MADE BY:*Brabham*SECONDED BY:*Greer*VOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

BOARD APPROVED

MAR 15 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: March 15, 2004

Agenda Item No. 10. CITY OF CLINTON

Consent Agenda: \$	To:
For:	Account No.

Discussion/Action: Acceptance of low bid from Adcamp for 2005 Street Improvements Project.	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Adcamp is lowest + best bidder

Minutes: _____	Invoice: <u> X </u>	Other: X
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action:

Motion made by: Fisher
Seconded by: Greer

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
Mayor Aultman	_____	_____	_____

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

MAR 15 2005

CITY OF CLINTON

Bid Tabulation
2005 Street Improvements Program

City of Clinton, MS
 March 1, 2005
 10:00 A.M.

Item Number	Item Description	Proposal Quantity	Item Unit	Adcamp		Dickerson-Bowen		APAC		Superior Asphalt	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
S-403-C	Hot Bituminous Pavement Surface Course, SC-1, TYPE 2	10,000	Tons	\$35.90	\$359,000.00	\$34.80	\$348,000.00	\$42.75	\$427,500.00	\$44.00	\$440,000.00
S-301-A	Base Failure Repair Dig out and Repair with BB-1 Granular Material Class 5, Group C (For Shoulder Work)	200	Tons	\$35.90	\$7,180.00	\$34.80	\$6,960.00	\$55.00	\$11,000.00	\$50.00	\$10,000.00
S-304		200	Tons	\$10.00	\$2,000.00	\$15.00	\$3,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00
406-A	Cold Milling of Bituminous Pavement (all depths)	26,500	Square Yards	\$0.70	\$18,550.00	\$2.00	\$53,000.00	\$1.30	\$34,450.00	\$2.22	\$58,930.00
901-S-620-B	Traffic Stripe (Skip Yellow)	3,500	Feet	\$0.17	\$595.00	\$0.15	\$525.00	\$0.15	\$525.00	\$0.15	\$525.00
901-S-620-C	Traffic Stripe (Continuous White)	3,600	Feet	\$0.22	\$792.00	\$0.20	\$720.00	\$0.20	\$720.00	\$0.20	\$720.00
901-S-620-D	Traffic Stripe (Continuous Yellow)	15,500	Feet	\$0.20	\$3,100.00	\$0.18	\$2,790.00	\$0.18	\$2,790.00	\$0.18	\$2,790.00
901-S-620-L	Legend	650	Sq. Feet	\$3.25	\$2,112.50	\$3.00	\$1,950.00	\$3.00	\$1,950.00	\$0.75	\$487.50
901-S-620-H	Detail	650	Feet	\$0.80	\$520.00	\$0.75	\$487.50	\$0.75	\$487.50	\$3.00	\$1,950.00
Total Bid Price					\$393,848.50		\$417,432.50		\$483,422.50		\$519,302.50

THIS IS TO CERTIFY THAT THE ABOVE-BID AMOUNTS ARE A TRUE AND ACCURATE TABULATION OF THE CONSTRUCTION BIDS RECEIVED ON THIS PROJECT.

BY: *Richard L. Broome*
 RICHARD L. BROOME, PE
 CITY ENGINEER
 CITY OF CLINTON, MS
 #7848



DATE:

2/1/05

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

MAR 15 2005

Board Meeting Date: March 15, 2005__ Agenda Item No. 11

CITY OF CLINTON

Consent Agenda: \$	To:
For:	Account No.

Discussion/Action: Approval of proposal from GeoScience Engineers to provide construction Monitoring Services for the Construction of Brighton Park

Introduced by: Richard L. Broome, City Engineer Telephone No. 924-5462

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: Bid
Ordinance: _____	Plans, Maps: _____	
Resolution: _____	Contract: _____	

Recommendation:

Board Action:

Motion made by: Touchton
Seconded by: Brabham

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	☒	☐	
Hisaw	☐	☐	
Greer	☐	☐	
Brantley	☐	☐	
Fisher	☐	☐	
Touchton	☐	☐	
Lott	☐	☐	
Mayor Aultman	☐	☐	

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

MAR 15 2005

CITY OF CLINTON

GeoScience

E N G I N E E R S, LLC

2941 FLEETBROOK DRIVE
MEMPHIS, TENNESSEE 38116

GEOTECHNICAL AND GEOENVIRONMENTAL CONSULTANTS

POST OFFICE BOX 9144
JACKSON, MISSISSIPPI 39286

TELEPHONE: (901) 396-3055
FACSIMILE: (901) 396-3065

TELEPHONE: (601) 956-0851
FACSIMILE: (601) 956-1116

February 25, 2005

City of Clinton
Post Office Box 156
Clinton, Mississippi 39060

Attention: Mr. Richard Broome, P.E., City Engineer

Re: Proposed Construction Monitoring Services
Brighton Park
Clinton, Mississippi

Gentlemen:

GeoScience Engineers, LLC (GeoScience) is pleased to submit this proposal to provide construction monitoring services to the City of Clinton (Clinton) during construction of Brighton Park at a site off Clinton-Raymond Road in Clinton, Mississippi. This proposal was requested by Mr. Richard Broome, P.E. on February 18, 2005.

Introduction

Based on information obtained from Alford Engineers, Inc., it is our understanding that construction monitoring services are required during construction of Brighton Park. This work will include site preparation, placement of concrete for foundations, floor slabs, sidewalks, and pavement. Further, construction of the Tennis Courts will involve construction of post-tensioned concrete slabs. It is our understanding that Clinton would provide some personnel to provide construction monitoring services during construction of this project. Specifically, we have been informed that the services that Clinton personnel would provide include monitoring of quantities of imported fill materials. Further, we understand that some yet to be determined services would also be accomplished by Clinton personnel. Our services would include pre-placement inspection and report of the post-tensioned slabs prior to concrete placement. Further, this project would include construction of a club house. Further, site preparation for this project would include the placement of fill materials to establish finished subgrades. These activities, and our related scope of services, are discussed in the following paragraphs.

Earthwork Construction

Earthwork construction for this project would include site clearing, proof-rolling, site grading, overexcavation of unsuitable soils and placement and compaction of select fill materials. We understand that fill material will be placed at the site to establish finished subgrade elevations in the front parking area. Further, areas of unsuitable soils and debris may exist at the site that would

require overexcavation. Our services would include: observation of overexcavation and proof-rolling activities; laboratory testing of on-site fill materials to determine compliance with the project specifications and determination of optimum moisture and maximum dry unit weight; and field compaction (moisture-density) testing during fill placement and site grading activities. Additionally, GeoScience technicians would perform field density tests on utility trench backfill.

Concrete Construction

Concrete construction for this project would include placement of structural concrete for building foundations, floor slabs, tennis courts, as well as for the parking areas, sidewalks, and curbs. We were not provided the volume of structural concrete that will be placed for this project. Therefore, we have estimated the number of concrete test cylinders based on our experience with similar projects. GeoScience technicians that have been certified by the American Concrete Institute (ACI) would provide monitoring and field testing of the concrete. Our services would include: field testing of fresh concrete at the time of placement to document the slump, air content, concrete temperature, and ambient temperature of the plastic concrete. GeoScience technicians would also communicate with the contractor to provide test results that he could utilize to maintain the slump and temperature within specified limits. Representative samples of the plastic concrete would be obtained to cast laboratory compressive strength test cylinders. The numbers and test ages of the concrete samples would be in accordance with specifications set forth for this project.

Post-Tensioned Slabs

The construction of the Tennis Courts would require the placement and tensioning of post-tensioned tendons. Our services would include visual observation of the tensioning tendons layout prior to placement of concrete. We would observe the layout to determine compliance with project documents. Further, we would complete a report of our inspection and submit that report prior to placement of the concrete. Further, we would be at the site to observe the placement, take samples of the fresh concrete, and observe finishing activities.

Pavement Construction

Pavement construction for this project would include the placement of asphalt pavements. During compaction of the pavement subgrade, GeoScience technicians would perform field moisture-density tests to determine in-place moisture content, dry density and compaction of the subgrade materials. Further, our technicians would test the asphalt pavement materials to determine compaction and to assist in development of a compaction pattern. Further, cores of the asphaltic pavement would be obtained to verify thickness and to determine bulk specific gravities and any off-set of the unit weights of the mix.

Reporting

The contractor activities, field test results and observations, as well as, the GeoScience technicians activities would be documented in the form of Daily Field Reports (DFRs). These DFRs and associated field and laboratory test results would be forwarded by memorandum on a weekly basis

to: Clinton, Alford Engineering, Hemphill Construction, and any other parties designated by you. A complete summary report would be produced upon completion of the project.

GeoMan

GeoScience Engineers, LLC has developed the computer application GEOMAN® that greatly simplifies the management of information and data generated by construction monitoring activities. This application was created using Microsoft Access and is used daily in the management of project information at GeoScience Engineers. The preparation of daily field reports (DFRs) by field based engineers and technicians is an effective means to monitor and document construction activities. As each hand-written report is received at the main office, it is entered into the database where it can be retrieved and reviewed by the project manager and other individuals within the organization as the information is needed. An additional advantage of the GEOMAN® database is that it becomes a permanent construction history for the project. Material tests performed in the field, such as the in-place soil density test, and field laboratory tests such as sieve analysis, compaction, Atterberg limits, soil water content, and concrete cylinder strength tests are all part of the database. The full power and advantage of the computer is used in data processing, for example, as raw data from the 7-day and 28-day concrete cylinder breaks are entered, the PASS/FAIL criteria is immediately determined and flags the reviewer, if necessary. All the field test data, field laboratory data, and construction records are stored and may be retrieved and displayed by GEOMAN®, which has been designed to be accommodating and user friendly.

GEOMAN® is fully operational on the local-area-network at GeoScience Engineers. It can be accessed using direct-connection (network cabling). Each workstation at GeoScience can access information in GEOMAN®. Hence, this software has become a very useful tool to both the project manager in the office and the construction-worker on the site to access information that may be needed for time critical decisions. GeoScience Engineers proposes to use GEOMAN® to manage the construction monitoring data for this project.

Estimated Fees

A fee estimate has been developed, for the construction monitoring services, according to the previously stated scope of services. This fee estimate was developed through the utilization of our standard fee schedule and estimates of the quantities based on our understanding of the scope. Based on the previously stated rationale, we have estimated that the cost of construction monitoring services would be \$21,000.

The attached Table 1 provides a detailed cost estimate for the construction monitoring services that includes number of tests, man-hours, and unit rates. These costs were estimated assuming that construction is performed in a timely manner and that no unusual weather and/or other delays which would require excess inspection time. In the event that such unforeseen conditions are encountered or that there is a change in the scope of our services, your approval would be obtained before exceeding the approved cost of services. Our services on this project would be invoiced monthly on a time and materials basis at the unit costs listed in our standard fee schedules. GeoScience

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would only invoice the City of Clinton for the services provided. The largest component of our construction monitoring services is related to the time for our engineering technician. This part of our estimate was the most difficult to determine. Should the number of hours and/or tests be less than the estimate, the resulting savings would be realized by the City of Clinton.

Contract Considerations

In lieu of a more formal contract, this proposal and the attached "General Conditions for Engineering Services" can be used as a written agreement of the work scope, schedule, and fees. This document is provided to you in duplicate. Please have the person responsible for payment sign and return an acknowledgment copy of this proposal for our files, or issue a purchase order reflecting its terms.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If we can answer any questions or if we can further assist you in any way, please call on us.

Very Truly Yours,
GeoScience Engineers, LLC



Eugene G. Wardlaw, P.E.

EGW

Copies Submitted: City of Clinton (2)

Attachment: Standard Conditions for Engineering Services

M:\Proposal\2005\Feb\CM_Brighton_Park_Revised.wpd

Accepted By: _____

Date: _____

Table 1
Estimate of Fees

Project: CM - Brighton Park	Proposal No: CM_Brighton.xls
Location: Clinton, MS	Date: February 25, 2005
Client: City of Clinton	Contact: Richard Broome

GEOTECHNICAL/MATERIALS LABORATORY TESTING

Classification Tests

Atterberg Limits - One Point Method	4 tests @ \$ 39.50 /ea	\$ 158.00
Particle Size Analysis (2 in.- #200)	2 tests @ \$ 45.00 /ea	\$ 90.00
#200 Wash	4 tests @ \$ 32.00 /ea	\$ 128.00

Earthwork Tests

Compaction Tests (Proctor): LL<50	4 tests @ \$145.00 /ea	\$ 580.00
One Point Proctor	3 tests @ \$ 40.00 /ea	\$ 120.00

Concrete/Asphalt Testing

Concrete Compressive Strength	96 tests @ \$ 9.75 /ea	\$ 936.00
Cylinders Stored but not Tested	24 tests @ \$ 6.75 /ea	\$ 162.00
Asphalt Cores	6 tests @ \$ 55.00 /ea	\$ 330.00
Asphalt Core Bulk Density	6 tests @ \$ 65.00 /ea	\$ 390.00

Subtotal - Geotechnical Laboratory Testing

\$2,894.00

ENGINEERING AND SUPPORT SERVICES

Principal Engineer	20 hours @ \$125.00 /hr	\$ 2,500.00
Technical Report Word Processing	12 hours @ \$ 38.00 /hr	\$ 456.00

Subtotal - Engineering Services

\$2,956.00

TECHNICAL SERVICES - CONSTRUCTION MONITORING

Senior Engineering Technician	285 hours @ \$ 49.50 /hr	\$14,107.50
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Subtotal - Technical Services

\$14,107.50

EXPENSES

Report Production	16 L.S. @ \$ 50.00 /each	\$ 800.00
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Subtotal - Expenses

\$800.00

Cost Estimate

\$20,757.50

CONTINGENCIES

Lump Sum	1 LS	\$ 242.50
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Subtotal - Contingencies

\$242.50

Total Cost Estimate

\$21,000.00

PROPOSAL AMOUNT

\$21,000.00

Right of Entry

The Client will provide right-of-entry for GeoScience Engineers, LLC, herein referred to as Consultant, in order to complete the work. While all reasonable precautions will be taken by Consultant to minimize damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

Terms of Payment

Payment is due upon presentation of invoice and is past due 30 days from invoice date. Client agrees to pay a finance charge of 1.5% per month on past due accounts. If the invoice becomes 60 days past due, Consultant can turn the account over to an attorney for collection and Client will pay any and all fees associated with collection.

Disputes

In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including but not limited to staff time, court costs, attorney's fees, expert fees, and other claim related expenses.

Variable Conditions

Subsurface conditions may vary from those encountered at the location where Consultant collects field data. Interpretations and recommendations are based solely on the data collected and the project information furnished to Consultant. Consultant will be responsible for those data, interpretations, and recommendations, but shall not be responsible for variations which are subsequently found to exist at the site.

The data collected, interpretations, and recommendations provided under this agreement are for the exclusive use of the Client or his authorized agent for specific application to the project as described by this proposal. Consultant will maintain no responsibility for use of the data, interpretations or opinions by others, or for any other project.

Standard of Care and Limitations of Liability

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under

similar conditions. No other warranty, expressed or implied, is made.

Consultant's liability to any parties arising from our professional acts, errors or omissions, will be limited such that Consultant's total aggregate liability to all those named shall not exceed twice our total fees for that project. In the event Client wishes to increase these liability limits, this request should be submitted in writing to Consultant.

Insurance

Consultant, its agents, staff and consultants employed are protected by workmen compensation insurance and maintain such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its agents, staff and other consultants employed by it.

Document and Sample Control

In the event Consultant collects samples for our testing purposes, Consultant will retain all samples collected under this agreement for a period of at least 35 days after collection; however, samples remain property of the Client. At time of sample disposal, Consultant retains the right to return samples to Client for disposal should any hazardous substances be detected or suspected. Otherwise, upon completion of the retention period, Consultant will dispose of samples as normal solid waste to an authorized, permitted solid waste landfill.

Consultant will retain written correspondence to Client or other agencies on behalf of Client for a period of at least two years after correspondence initiation. Consultant retains the right to utilize the sample data, evaluations and other correspondence for our benefit on similar projects. In consideration of this right, Consultant agrees to maintain Client confidentiality without expressed consent of Client to the contrary.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

MAR 15 2005

Board Meeting Date: March 15, 2005__

Agenda Item No. 12.

CITY OF CLINTON

Consent Agenda: \$	To:
For:	Account No.

Discussion/Action: Approval of Sub-Agreement between The City of Clinton and Mega Plastics, Inc.
Introduced by: Richard L. Broome, City Engineer Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: Bid

Recommendation:

Board Action:

Motion made by: John Touchton
Seconded by: _____

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
Mayor Aultman	_____	_____	_____

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

MEMO

RECEIVED

FEB 25 2005

CITY OF CLINTON
ENGINEERING DEPARTMENT

BOARD APPROVED

MAR 15 2005

CITY OF CLINTON

To: Richard Broome, City Engineer
City of Clinton
From: Chris Gouras, Associate Consultant *CG*
Jimmy G. Gouras Urban Planning Consultants, Inc.
Date: February 22, 2005
Re: CDBG Economic Development Project
Mega Plastics Sub-Grant Agreement

Enclosed please find a copy of the "Sub-Grant Agreement" between the City of Clinton and Mega Plastics, Inc. for your review and comment.

After your review, please give me a call to discuss. Thank you for your attention to this matter.

Enclosure

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • P.O. BOX 1547 • VICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email:jggouras@bellsouth.net

BOARD APPROVED

MAR 15 2005

CITY OF CLINTON

SUB-GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between THE MAYOR AND ALDERMEN OF THE CITY OF CLINTON (hereinafter "City") and MEGA PLASTICS, INC. (hereinafter "Mega Plastics") as follows:

WITNESSETH:

WHEREAS, Mega Plastics, Inc. is an industry within the City of Clinton, Mississippi that manufactures plastic bags and film for the flexible packaging needs of food processors as well as general manufacturing companies; and,

WHEREAS, Mega Plastics, Inc. has indicated that in order for it to expand its manufacturing operation within the City of Clinton, it is necessary for it to have access to rail transportation; and,

WHEREAS, the City of Clinton applied for grant funds in the amount of \$387,264 through the Mississippi Development Authority, pursuant to the U.S. Housing and Urban Development Community Development Block Grant ("CDBG") program to construct an extension to the existing rail spur necessary to serve Mega Plastics, Inc.; and,

WHEREAS, the primary objective of the City of Clinton with regard to the grant funds mentioned above is to promote business and economic development within the City of Clinton, and specifically to enable Mega Plastics to expand in Clinton, Mississippi which will create 20 jobs; and,

WHEREAS, Mega Plastics, Inc. has committed to invest \$3,000,000 of its private funds for the development of the project and be responsible for the maintenance of said rail spur; and

WHEREAS, the Mississippi Development Authority ("MDA") has notified the City that the grant has been approved and a copy of the Grant Agreement presented to the City of Clinton by MDA and executed by the City is attached hereto as Exhibit "A" and incorporated herein (hereinafter referred to as "grant agreement").

THEREFORE, in consideration of any and all mutual covenants, conditions, special conditions, and exhibit attached hereto and made a part hereof, the parties agree to the following:

1. This agreement is subject to all applicable rules, regulations, and assurances as prescribed by the Mississippi Development Authority, as well as the U. S. Department of Housing and Urban Development Community Development Block Grants program, and to each and every Federal and State statute, regulation and guideline affecting the application for, receipt of, and expenditure of CDBG funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the state or federal government regarding the expenditure of the funds and railroads in general.

2. Mega Plastics agrees to pay to the City in a timely manner any cost incurred outside of the amount of the CDBG grant funds allotted to the City for this project. All of the terms, provisions, and requirements of the application submitted to MDA for the CDBG grant funds, and the City's obligations to MDA, and the grant agreement attached hereto, are made a part of this Agreement. In the event that this Agreement is terminated by default, Mega Plastics will be liable for all monetary obligations stated in this agreement.

3. As long as the City of Clinton owns the rail spur, Mega Plastics agrees to maintain the property and the rail spur constructed pursuant to the standards for railroads set by MDOT and the federal government. The City of Clinton shall not be required to do repairs or

maintenance to the rail spur. In the event the City determines that repairs or maintenance are necessary for public safety or other reasons, and Mega Plastics fails to make the necessary repairs, then City can may make the repairs and Mega Plastics agrees to reimburse the City for same plus 20% of the cost to reimburse the City for administrative costs incurred. Mega Plastics also agrees to pay all taxes, if any are ever owed.

4. Mega Plastics agrees to comply with all of the terms and provisions contained in the Grant Agreement as if all of said terms and provisions were incorporated in this Agreement between the City and Mega Plastics. Default in any of the provisions in the Grant Agreement shall constitute default in this Agreement allowing the City to declare Mega Plastics in default of this Agreement. Events of Default shall be the following:

(A) Failure by Mega Plastics to pay or cause to be paid when due any payments required to be paid pursuant to this agreement.

(B) Failure by Mega Plastics to observe and perform in any material way, any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of the City within ten (10) days after actual knowledge thereof by Mega Plastics, or written notice, specifying such failure and requesting that it be remedied, is given to Mega Plastics by the City.

(C) Any written representation or written warranty made by Mega Plastics in or with request to this agreement shall prove to have been false in any material respect at the time of execution by Mega Plastics of this agreement.

(D) If Mega Plastics shall commence a voluntary case or other proceeding in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or for any other relief

under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing or shall take any other action indicating its consent to, approval of, or acquiescence in any such case or proceedings, and said proceeding is not dismissed within thirty (30) days after the commencement thereof; Mega Plastics shall apply for, or consent to or acquiesce in the appointment of a receiver, liquidator, custodian, sequestrator or a trustee for all or a substantial part of its property; Mega Plastics shall make an assignment for the benefit of its creditors; or Mega Plastics shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due;

(E) There shall be filed against Mega Plastics an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and such petition is not set aside within thirty (30) days after such filing; or a receiver, liquidator, custodian, sequestrator or trustee of Mega Plastics for all or a substantial part of its property shall be appointed without the consent or approval of Mega Plastics or a warrant of attachment, execution or similar process against any substantial part of the property of Mega Plastics is issued; and continuance of any such events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

Whenever an event of default shall have occurred and be continuing, the City may at any time thereafter, at its option, declare the payments obligated by Mega Plastics pursuant to this agreement, to be due and payable, whereupon the unpaid balance of the payments shall be accelerated and the same shall forthwith become due and payable without presentment, demand,

protest or notice of any kind, all or which are hereby expressly waived, anything contained herein to the contrary notwithstanding, and the City may take any action at law or in equity to enforce this Agreement to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Mega Plastics under this agreement. No remedy conferred upon or reserved to the City by this agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Furthermore, in the event of default by Mega Plastics, all funds expended by the State of Mississippi, Mississippi Development Authority and/or the City of Clinton, Mississippi shall be reimbursed by Mega Plastics if required by the Mississippi Development Authority. No delay or omission or exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If Mega Plastics shall default under any of the provisions of this Agreement and the City shall retain or employ attorneys or incur other expenses for collection of the payments or for the enforcement or performance or observance of any obligation or agreement on the part of Mega Plastics contained in this agreement, Mega Plastics, will on demand therefore pay the reasonable fees and expenses of the City and its attorneys as they are incurred, including all fees of counsel incurred for negotiation, trial, appeals or ruling of any lower tribunals, administrative hearings, bankruptcy and creditors reorganization proceedings. If the City uses staff attorneys to collect payments or for the enforcement or performance of any obligations on the part of Mega Plastics, Mega Plastics will reimburse the

City for the time expended on this matter at \$150.00 per hour.

5. Mega Plastics hereby releases the City of Clinton from, and agrees that the City of Clinton its respective officers, directors, members, employees, attorney and agents shall not be liable for, and agrees to indemnify and hold the City of Clinton and its respective officers, directors, members, employees, attorney and agents harmless against:

(A) Any liability, cost or expense in the administration of this Agreement and the obligations imposed on Mega Plastics or the City by MDA and the State of Mississippi;

(B) Any or all liability or loss, cost or expense, including reasonable attorneys fees, resulting from or arising out of any loss or damage to property or injury to or death of any person occurring on or about the Project or resulting from any defect in the fixtures, machinery, equipment or other property located on the Project or arising out of, pertaining to, or having any connection with the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Mega Plastics); and

(C) Any and all claims, damages, judgments, penalties, costs and expenses (including attorneys fees and court cost now or hereafter arising from the aforesaid enforcement of this paragraph) arising directly or indirectly from the activities or omissions, in whole or in part, of Mega Plastics, its predecessors or successors in interest, third parties with whom it has a contractual relationship or arising directly or indirectly from the violation of any environmental protection, health or safety law, whether such claims are asserted by any governmental authority or any other person which indemnity shall survive termination of this Agreement.

6. Mega Plastics has furnished the City with a Certificate of Good Standing from the Secretary of State of Mississippi to show that it is a corporation authorized to do business in

Mississippi and in good standing.

7. As an inducement to apply for the CDBG grant, Mega Plastics has pledged the creation of 20 jobs, 51% of which will be persons of low to moderate income. Mega Plastics agrees to report information to the City of Clinton on an annual basis by giving current number of employees and number of employees who are low and moderate income households. In addition, Mega Plastics shall provide the City with a copy of its annual report and audit within ninety (90) days after the end of the calendar year. Mega Plastics shall be responsible for any costs associated with the reporting or audit.

8. Mega Plastics shall provide general liability insurance on the leased property for the full term of this agreement against claims for bodily injury, death or property damage in the amount of not less than \$5,000,000.00 Million and naming the City of Clinton as additional insured. The amount of insurance shall be increased at the request of the City if the City deems it necessary.

9. Mega Plastics acknowledges that there are additional terms contained in the CDBG Grant Documents and Mega Plastics is obligated to abide by those terms. It is understood by enumerating certain terms herein, there is no intention to limit the requirement of Mega Plastics to comply only with the enumerated conditions. Mega Plastics affirms the provisions concerning the right to audit, the requirement of Mega Plastics to keep and maintain books and records and other documents relating directly to the receipt and disbursement of grant funds and allowing any duly authorized representative of the MDA, the U.S. Department of Housing and Urban Development ("HUD") and/or the Controller General of the United States or the City of Clinton at all times of access to inspect the books, copy, audit and examine such books and records and other documents of Mega Plastics until the completion of all closeout procedures respecting this

grant. Mega Plastics affirms that the above mentioned parties shall all have access to any portion of their property in which this project is being undertaken and in which Mega Plastics is involved until the grant project is closed.

10. Mega Plastics and its President specifically acknowledge that they have read and understand the Grant Document and this Agreement, and have had the opportunity to obtain advice or counsel concerning the provisions contained in these documents and affirms that they are knowledgeable of the requirements contained therein and are fully satisfied and agree to comply with all of the requirements and provisions contained in the Grant Documents and this document. Mega Plastics authorizes its President, Greg McNeely to execute this agreement on its behalf.

11. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by (a) certified mail, postage prepaid, (b) prepaid overnight delivery, or (c) hand delivery. For the purposes of this Agreement, notices shall be sent to the parties at the addresses as follows:

To the City : City Clerk
 P.O. Box 156
 Clinton, MS 39060-0156

To Mega Plastics: Mega Plastics, Inc.
 Attn: Greg McNeely, President
 1111 Industrial Drive
 Clinton, MS 39056

12. Mega Plastics shall not assign or sublet this agreement or any obligation contained herein without the written consent of the City of Clinton and the Mississippi Development Authority. The City reserves the right, for itself or other industries, to further extend, improve or construct additional rail improvements and connect such improvements to the rail spur

constructed for Mega Plastics and to use the rail spur for such purposes. Mega Plastics agrees to cooperate with the City or other industries that may need to connect to the rail or use the rail.

13. This agreement shall be governed by the laws of the State of Mississippi.

WITNESS THE SIGNATURES of the undersigned on this _____ day of

_____, 2005.

THE MAYOR AND ALDERMEN OF
THE CITY OF CLINTON, MISSISSIPPI

BY: ROSEMARY AULTMAN, MAYOR

MEGA PLASTICS, INC.

BY: GREG MCNEELY, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for said jurisdiction above, the within named Rosemary Aultman, Mayor, for and on behalf of The Mayor and Aldermen of the City of Clinton, Mississippi, who acknowledged that he signed, executed and delivered the foregoing instrument on the day and year therein mentioned, and having been duly authorized.

WITNESS my hand and official seal this the _____ day of _____, 2005.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned in and for the said County and State, Greg McNeely, who, as President of, for and on behalf and in the name and by the authority of MEGA PLASTICS, INC., acknowledged that he executed, signed and delivered the foregoing instrument of writing for the purposes mentioned on the day and in the year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and official seal of office on this the _____ day of _____, 2005.

NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI DEVELOPMENT AUTHORITY

SUBGRANT SIGNATURE SHEET

501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi

1. Recipient's Name, Address, and Telephone Number

City of Clinton
Post Office Box 156
Clinton, Mississippi 39060
(601) 924-5462

2. Effective Date:

September 23, 2003

3. Subgrant Number:

1120-03-147-ED-01

4. Grant Identifier: (Funding Source & Year)

CDBG 2003 1120

5. Project Description:

The scope of work for this project is to grant CDBG funds as specified under "Federal" in section eleven (11) of this contract to be used for rail spur construction, as specified in the approved CDBG application and stated in additional supporting data contained in the application files.

6. Beginning and Ending Dates:

September 23, 2003 – September 23, 2006

7. Subgrant Payment Method:

☐ Cost Reimbursement☒ Current Needs☐ Fixed Unit or Performance Based8. Number of Permanent, Full Time Jobs to be Created 20/ Retained 0

The City of Clinton, the Subgrantee herewith commits to the Community Services Division, Mississippi Development Authority to the National Objective for this Community Development Block Grant project, which is making at least fifty-one percent (51%) of these jobs to be created/retained by Mega Plastics, Inc., available to persons of low- and moderate-income as indicated in the agreement between the Subgrantee and the industry dated February 10, 2003.

9. Page 1 of 18

10. National Objective:

☒ Low/Moderate Income☐ Slums or Blight☐ Urgent Needs

11. The following funds are obligated:

Federal

Other

\$387,264

\$3,000,000

2. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement:

☒ General Terms and Conditions☒ Special Conditions☒ Section Three Requirements☒ State of Mississippi Community Development Block Grant Assurances☒ Budget ☐ Annex☒ Special Provisions Stipulated by HUD

All policies, terms, conditions, and provisions of the current notebooks entitled *Community Development Block Grant Program*, *CDBG Implementation Manual*, and *CDBG Policy Statements* are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.

13. Approved for Contractor

Signature

Date

Name: Sam Mozee, Jr

Title: Director

14. Approved for Subgrantee

Signature

Date

Name: Rosemary Aultman

Title: Mayor

GENERAL TERMS AND CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under The Housing and Community Development Act of 1981 - Public Law 97-35), and as amended by the Housing and Urban-Rural Recovery Act of 1983, to the above mentioned recipient, in accordance with the plan set forth in the application of the above mentioned recipient and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's Block Grant Program Final Statement, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the recipient to the provisions of this contract shall be considered invalid, and the Mississippi Development Authority reserves the right not to reimburse the recipient for any expenses or costs associated with such an unauthorized change or amendment.

The Mississippi Development Authority reserves the right to withhold grant funds or to terminate this contract for cause, if the recipient fails to fulfill in a timely and proper manner the obligations under this contract or if the recipient should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the recipient of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The recipient hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the recipient further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding.

This grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the recipient, and received in the office of the Mississippi Development Authority.

Subgrantees are prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred by any federal agency, the Mississippi Development Authority (MDA), or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of the MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from the MDA, Community Services Division by calling (601) 359-3179.

SPECIAL CONDITIONS

ECONOMIC DEVELOPMENT

CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE COMMUNITY SERVICES DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY.

A. Resolution

The Subgrantee shall submit to the Community Services Division, Mississippi Development Authority, a copy of the official minutes containing the resolution which must state firm commitment to the National Objective for this Community Development Block Grant project.

B. Corporate Status

The business shall provide evidence that it is either a Mississippi corporation or qualifies with the Secretary of State's Office as a business or corporation authorized to conduct business in the State of Mississippi.

C. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

D. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

E. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Subgrantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

F. Railroad Improvements

If applicable, prior to the release of CDBG funds for railspur, railroad crossing, and/or railroad signalization construction, plans and specifications must be approved Community Services Division, Mississippi Development Authority, the Department of Transportation, and the operating railroad company.

II. OTHER SPECIAL CONDITIONS

A. Job Applicant Survey

The Job Applicant Survey shall be completed on all applicants for employment by the Subgrantee. The survey provides information on family income and Fair Housing/Equal Opportunity data.

B. Job Creation Assessment on Public Improvements

The Subgrantee shall comply with the regulations on providing the availability of at least fifty-one percent (51%) of the jobs to persons of low- and moderate-income. The cost per job given in the assessment affects compliance by other businesses as described in 24 CFR, Part 570, specifically page 1947, of the Federal Register dated January 5, 1995 detailing the CDBG State Program and any amendments thereto.

C. Memorandum of Agreement

The Memorandum of Agreement signed by the Subgrantee and the participating business / industry is incorporated by reference herein and made a part hereof.

D. Slum and Blight Projects

CDBG Projects designed to prevent or eliminate slum and blight conditions shall not be required to comply with the National Objective of benefiting low- and moderate-income persons.

E. Loan Projects

Loan terms and conditions associated with CDBG loan projects shall be found in the applicable annex(es) of this contract and shall be binding herewith.

F. Fair Housing Plan

The Subgrantee shall have on file a plan for promoting fair housing.

G. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the Southern Building Code and Congress International, Inc., or to locally adopted codes, whichever are more stringent.

H. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

I. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

J. Budget Revision Acceptance

The Subgrantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Subgrantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

K. Audit

The Subgrantee shall be responsible for providing a copy of the audit of this project to the Mississippi Development Authority, Community Services Division.

L. In-Kind Services

If applicable, any in-kind services to be performed by the Subgrantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

M. Leveraged Funds

CDBG funds must be drawn down in proportion with matching funds for each activity as applicable.

N. Third Party Contracts

1. Right to Audit

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring that (i) each such Participating Party keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and (ii) any duly authorized representative of the Community Services Division, Mississippi Development Authority, the U.S. Department of Housing and Urban Development (HUD), and/or the Controller General of the United States, the Federal Bureau of Investigation and the Internal Revenue Service or any state oversight agency, (i.e., PEER, State Auditor's Office, Ethics Commission) shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

Should such audit find questioned costs or costs not allowable under this grant, the Mississippi Development Authority may recover such funds from the Subgrantee.

2. Access to Project

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Community Services Division, Mississippi Development Authority, the U.S. Department of Housing and Urban Development (HUD), and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant. Records shall be retained for at least three years following the close-out of the project.

O. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

P. Section Three Employment Requirements

It is the responsibility of the local government to comply with the Section Three employment requirements as required by federal regulations.

Q. Termination for Cause

All contracts between the subgrantee and third party should contain a "termination for cause" clause. A basis for termination for cause can be suspension and debarment.

R. Cost Overruns

The Subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Subgrantee.

S. Generators and Auxiliary Power Sources

CDBG funds may not be used for the purchase of generators or auxiliary power sources in water or sewer improvements projects.

T. Nonperformance Standards

If at the end of the contract period (as stated in Item 5 of the Subgrant Signature Sheet) construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Subgrantee can document circumstances beyond its control that prevented construction.

U. Other Special Conditions

All other Special Conditions shall be found in the applicable annex(es) of this contract and shall be binding herewith.

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. **Energy Efficiency**

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. **Changes**

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. **Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. **Withholding of Salaries**

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

2. **Claims and Disputes Pertaining to Salary Rates**

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. **Equal Employment Opportunity**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. **Anti-Discrimination Clauses**

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. **Section 3 Clause**

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. **Discrimination Because of Certain Labor Matters**

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. **Compliance with Local Laws**

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. **Subcontracting**

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. **Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. **Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 97-11-19, Mississippi Code Annotated (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

21. **Interest of Certain Federal Officers**

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic

Preservation Act of 1966 (16 USC 469a-I *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. **Program Monitoring**

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. **Discrimination Due to Beliefs**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. **Confidential Findings**

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. **Third-Party Contracts**

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

SECTION THREE REQUIREMENTS

(24 CFR Part 135:38):

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send each labor organization or representative or worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of contract for default, and debarment or suspension from participating in future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 45e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT**

ASSURANCES

The applicant hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will:
 - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
 - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of applicant:
 - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
 - (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- (g) It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
 - (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
 - (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- (h) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR Part 85 and 24 CFR Part 87, as they relate to the application and use of federal funds.
- (i) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
 - (4) Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 135), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (k) It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.
- (n) It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.
- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- (t) The recipient shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the recipient. Any recipient who is not the applicant shall comply with all lawful requirements of the applicant necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the recipient, is carried out in accordance with the applicant's assurances and certifications to comply with all applicable laws, regulations, and other requirements.
- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Community Development Block Grant Program Budget

Applicant: City of Clinton

Funding Year: 2003 Grant Year : 1120 Contract: 1120-03-147-ED-01

description	MDA	IDIS		Other Funding Sources			
Administration			CDBG				Total
General Administration			28,500				\$ 28,500
Publication Prep.			3,500				\$ 3,500
							\$ -
Subtotal (A)			32,000	0	0	0	\$ 32,000

description	MDA	IDIS		Other Funding Sources			
1. Dev			CDBG	Mega Plastics, Inc.			Total
Spur Construction			286,800				\$ 286,800
Engineering			37,170				\$ 37,170
Planning			4,500				\$ 4,500
Feasibility			3,850				\$ 3,850
Agencies			22,944				\$ 22,944
Equipment				3,000,000			\$ 3,000,000
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Subtotal (B)			355,264	3,000,000	0	0	\$ 3,355,264
Grand Total (A + B)			387,264	3,000,000	0	0	\$ 3,387,264