

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF
ALDERMEN
TUESDAY AUGUST 5, 2014 – 7:00 P. M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Phil Fisher

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ROLL CALL City Clerk, Russell Wall

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

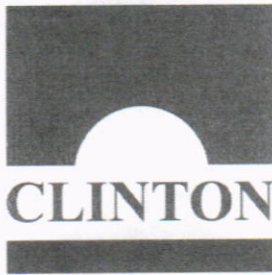
APPROVAL OF CONSENT AGENDA ITEMS A - S

MOTION made by Alderwoman Cossitt and **SECONDED** by Alderman Cashion to approve the Consent Agenda Items A-S. **THE MOTION CARRIED WITH A VOTE OF 7 – 0.**
ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND
ALDERWOMAN COSSITT VOTED AYE.

DEPARTMENT HEAD REPORTS

Mike Warren, Police Chief reported to the board the statistics for calls for service, traffic stops, number of tickets written, and number of arrests for the period July 7, 2014 through July 27, 2014 as compared to the same period in 2013. The Chief then updated the board on the progress being made in the installation and training on the recently purchased records management software for the Police Department.

Barry Burnside, Fire Chief, reported the statistics on the number of service calls including medical and fire calls for the period of January 2014 to July 2014 as compared to the previous year. He also updated the board on the call history for the last four years.



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Mike Parker, Director of the Public Works Department reported the number of work orders filed and completed and the number of new water customers for the month of July 2014. He informed the board that the intersection improvements to the College Street and Old Highway 80 intersection had been completed, that the Household Hazardous Waste Day was set for October 4, 2014 from 8:00 am to 12 noon at the Public Works Facility, the City Wide Cleanup event would begin October 4, 2014 and last for one week, also the Junior Civic League had provided the Public Works employees with lunch on August 1, 2014, and that he would be attending a FEMA/MEMA training session.

BOARD OF ALDERMEN DISCUSSION AND REPORTS

APPROVE AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, AMENDING THE EXISTING ORDINANCES OF THE CITY OF CLINTON AS TO THE PROHIBITION OF UNNECESSARY NOISE BY ADDING AN ADDITIONAL SECTION TO SPECIFIC UNLAWFUL NOISES AND FOR RELATED PURPOSES

Upon presentation by Mike Cashion, Alderman Ward 6, **MOTION** made by Alderman Cashion and **SECONDED** by Alderwoman Cossitt the board approved an Ordinance of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, amending the existing ordinances of the City of Clinton as to the prohibition of unnecessary noise by adding an additional section to specific unlawful noises and for related purposes. During the discussion Alderman Cashion gave a history of the noise ordinance and the amendments. Alderman Cashion did state that the City had changed since the original ordinance had been passed and that this amendment would add to the quality of life and that it does not ask the police to enforce this amendment. Enforcement would be handled by the citizen. The citizen would have to sign an affidavit and go to court to have their grievance heard. Other comments by the other members of the board included concerns that this amendment was not needed and whether the police would have to enforce this amendment. **THE MOTION CARRIED WITH A VOTE OF 6 – 1. ALDERMAN BRABHAM, ELLIS, MARTIN, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE. ALDERMAN BARNETT VOTED NAY.**



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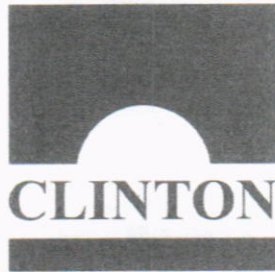
MAYOR'S DISCUSSION AND REPORTS

UNKEMPT PROPERTY LOCATED AT 510 CLINTON BOULEVARD

Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Martin the board approved a resolution determining the necessity for cleaning the property located at 510 Clinton Boulevard, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board also agreed to give the property owner thirty (30) days to clean the property before the City moved in to take care of the problem. A public hearing was held an Meredith Drummond attorney for the owner Bank of America asked for thirty (30) days and said that the owner did plan to fix the property. Ms Drummond did state that she would let Bank of America know they needed to cut the grass and fix the landscaping immediately. The resolution is on file with the City Clerk. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**

UNKEMPT PROPERTY LOCATED AT 1010 ARLINGTON

Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Cronin and **SECONDED** by Alderman Cashion the board approved a resolution determining the necessity for cleaning the property located at 1010 Arlington, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board also agreed to give the property owner thirty (30) days to clean the property before the City moved in to take care of the problem. A public hearing was held an Eric Amundson the owner stated that he had not kept up the property as he should have and if the board gave him thirty days he would insure the property was cleaned. The resolution is on file with the City Clerk. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**



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UNKEMPT PROPERTY LOCATED AT 318 HIGHWAY 80

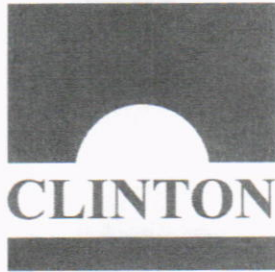
Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Martin and **SECONDED** by Alderman Barnett the board approved a resolution determining the necessity for cleaning the property located at 318 Highway 80, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board gave a thirty (30) day extension for the property owner to clean the property before the City takes action. The board also asked the Compliance Officer to contact the owner and ask that they clean up the retaining wall and pick up the large chunks of concrete. A public hearing was held but no one representing the property owner was present and there was no public comment. The resolution is on file with the City Clerk. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**

UNKEMPT PROPERTY LOCATED AT 511 LINDALE

Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Martin the board approved a resolution determining the necessity for cleaning the property located at 511 Lindale, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held but no one representing the property owner was present and there was no public comment. The resolution is on file with the City Clerk. **THE MOTION CARRIED WITH A VOTE OF 6 – 1. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CASHION, AND ALDERWOMAN COSSITT VOTED AYE. ALDERMAN CRONIN VOTED NAY.**

APPROVE THE APPOINTMENT OF MARK VAUGHN TO THE HISTORICAL PRESERVATION COMMISSION/ARCHITECTURAL REVIEW COMMITTEE

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Martin the board approved the appointment of Mark Vaughn to the Historical Preservation Commission/Architectural Review Committee. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**



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APPROVE THE APPOINTMENT OF BEN TODD AS THE CITY'S INSURANCE AGENT

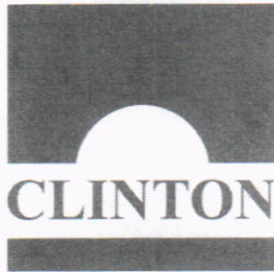
Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderwoman Cossitt and **SECONDED** by Alderman Martin the board approved the appointment of Ben Todd as the City's Insurance Agent. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**

APPROVE A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION FOR AD VALOREM TAXES TO MCNEELY PLASTIC PRODUCTS FOR FIVE YEARS WITH A TRUE VALUE OF \$903,485.63 FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2018

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Cronin the board approved a resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi granting exemption for ad valorem taxes to McNeely Plastic Products for five years with a true value of \$903,485.63 from January 1, 2014 through December 31, 2018. **THE MOTION CARRIED WITH A VOTE OF 6 – 1. ALDERMAN BRABHAM, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE. ALDERMAN ELLIS VOTED NAY.**

APPROVE THE ACCEPTANCE OF THE PROPOSAL SUBMITTED BY BANKPLUS TO SERVE AS PRIMARY DEPOSITORY FOR THE CITY OF CLINTON FOR THE NEXT TWO (2) YEARS, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2016

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Cronin and **SECONDED** by Alderman Martin the board approved the acceptance of the proposal submitted by BankPlus to serve as primary depository for the City of Clinton for the next two (2) years, beginning October 1, 2014 and ending September 30, 2016. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**



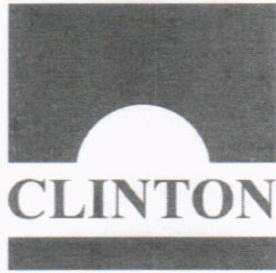
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APPROVE THE LEASE/PURCHASE BID PROPOSAL SUBMITTED BY REGIONS EQUIPMENT FINANCE CORPORATION AS BEING THE LOWEST AND BEST BID, AND FUTUREMORE AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND REGIONS EQUIPMENT FINANCE CORPORATION, SUBJECT TO THE CITY ATTORNEY'S APPROVAL OF THE CONTRACT, FOR THE FINANCING OF FIVE (5) VEHICLES FOR THE CLINTON POLICE DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Martin the board approved the Lease/Purchase bid proposal submitted by Regions Equipment Finance Corporation as being the lowest and best bid, and furthermore authorize the Mayor to execute a contract between the City of Clinton, Mississippi and Regions Equipment Finance Corporation, subject to the City Attorney's approval of the contract, for the financing of five (5) vehicles for the Clinton Police Department. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**

AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND PIONEER CREDIT RECOVERY, INC. (SUBJECT TO THE CITY ATTORNEY'S REVIEW) TO PROVIDE COLLECTION SERVICES FOR DELINQUENT COURT FINES

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



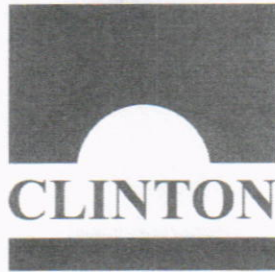
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**APPROVE AN AMENDMENT TO THE CLINTON PARKS AND RECREATION
FISCAL YEAR 2014 BUDGET TO MOVE \$7,000.00 FROM GROUND MAINTENANCE
SUPPLIES (001-305-552-0) AND TO MOVE \$11,565.26 FROM FIELD MAINTENANCE
SUPPLIES (001-305-553-0) TO MACHINERY AND EQUIPMENT (001-305-730-0) TO
PURCHASE TWO (2) MOWERS**

Upon presentation by Cole Smith, Assistant Director of Maintenance Services, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Cossitt the board approved an amendment to the Clinton Parks and Recreation Fiscal Year 2014 budget to move \$7,000.00 from Ground Maintenance Supplies (001-305-552-0) and to move \$11,565.26 from Field Maintenance Supplies (001-305-553-0) to Machinery and Equipment (001-305-730-0) to purchase two (2) mowers. **THE MOTION CARRIED WITH A VOTE OF 7 – 0.**
ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND
ALDERWOMAN COSSITT VOTED AYE.

**APPROVE ACCEPTING A \$5,000.00 GRANT FROM WASTE MANAGEMENT TO
PURCHASE RECYCLE BINS**

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Martin the board approved accepting a \$5,000.00 grant from Waste Management to purchase recycle bins. Terry Smith representing Waste Management presented the check to Mike Parker, Director of Public Works Department. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**



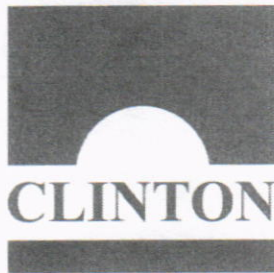
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**APPROVE A CE&I CONTRACT WITH AN UPSET LIMIT COST OF \$372,909.35
WITH WILLIFORD, GEARHART & KNIGHT, INC., CONTINGENT UPON THE
AWARD OF THE BID FOR THE HAMPSTEAD BOULEVARD IMPROVEMENTS
PROJECT STP-7365-00(001)**

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Cronin and **SECONDED** by Alderman Martin the board approved a CE&I contract with an upset limit cost of \$372,909.35 with Williford, Gearhart & Knight, Inc., contingent upon the award of the bid for the Hampstead Boulevard Improvements Project STP-7365-00(001). **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**

**APPROVAL TO ADVERTISE FOR BIDS FOR THE “SOUTHERN OAKS SEWER
IMPROVEMENTS PROJECT”**

Upon presentation by Bill Owens, Consulting Engineer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Cossitt the board gave its approval to advertise for bids for the “Southern Oaks Sewer Improvements Project”. **THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.**



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OTHER BUSINESS

APPROVE A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, FINDING LACK OF OBJECTION OR PROTEST SUFFICIENT TO PRECLUDE THE MUNICIPALITY FROM PROCEEDING WITH THE NECESSARY IMPROVEMENTS, BEING A PUBLIC STREET OR ROADWAY AND THE DRAINAGE AND UTILITY IMPROVEMENTS RELATED THERETO, AND THE ASSESSMENT OF A PORTION OF THE COSTS OF SUCH PUBLIC STREET OR ROADWAY AGAINST THE PROPERTY BENEFITTED AND FOR RELATED PURPOSES OF THE HAMPSTEAD BOULEVARD PROJECT PHASE II

Upon presentation by Ken Dreher, City Attorney, MOTION made by Alderwoman Cossitt and SECONDED by Alderman Cashion the board approved a resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, finding lack of objection or protest sufficient to preclude the municipality from proceeding with the necessary improvements, being a public street or roadway and the drainage and utility improvements related thereto, and the assessment of a portion of the costs of such public street or roadway against the property benefitted and for related purposes of the Hampstead Boulevard Project Phase II. THE MOTION CARRIED WITH A VOTE OF 7 – 0. ALDERMAN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTED AYE.

ADJOURN 8:35 P.M.

MOTION made by Alderman Brabham and SECONDED by Alderman Cashion to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held August 19, 2014 at 7:00 p. m. MOTION CARRIED UNANIMOUSLY

APPROVED: Philip R. Fisher
Philip R. Fisher, Mayor

8/11/14
Date

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk

8-11-14
Date

SEAL



**AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI, AMENDING THE EXISTING
ORDINANCES OF THE CITY OF CLINTON AS TO THE PROHIBITION OF
UNNECESSARY NOISE BY ADDING AN ADDITIONAL SECTION TO
SPECIFIC UNLAWFUL NOISES AND FOR RELATED PURPOSES**

WHEREAS, on May 20, 2014, a public hearing was held for the purposes of discussing excessive noise as a result of early morning commercial trash removal;

WHEREAS, at said public hearing held on May 20, 2014, a number of citizens expressed concern about excessive noise related to early morning commercial trash removal;

NOW THEREFORE;

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, as follows:

Section 3 of the Ordinance Prohibiting Unnecessary Noise

is amended by adding: (o) It shall be a rebuttable presumption that the removal of trash from commercial dumpsters or any other trash/debris removal operations affecting any residentially zoned area of the city between the hours of 10:00 pm and 6:30 am constitutes a violation of this Ordinance.

This Ordinance shall take effect and be in force from and after thirty days from passage.

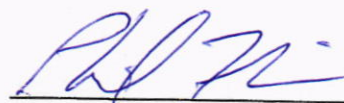
SO ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at its regular
meeting held on the 5th day of AUGUST, 2014.

A MOTION for adoption was made by Alderman CASHION and seconded by
~~Alderman~~ ^{ALDERWOMAN} COSSITT and the foregoing Ordinance having been first reduced to
writing and no request being made by the Mayor or any member of the Board of
Aldermen that the Ordinance be read by the City Clerk before any vote was taken, it was
submitted to the Board of Aldermen for passage or rejection on roll call vote upon the
vote being as follows, to wit:

Alderman Brabham	<u>AYE</u>
Alderman Ellis	<u>AYE</u>
Alderman Martin	<u>AYE</u>
Alderman Barnett	<u>NA</u>
Alderman Cronin	<u>AYE</u>
Alderwoman Cossitt	<u>AYE</u>
Alderman Cashion	<u>AYE</u>

Whereupon the Mayor declared the motion carried and the Ordinance adopted. The
foregoing Ordinance is approved this 5th day of AUGUST 2014.

APPROVED:



PHIL FISHER, Mayor

ATTEST:



RUSSELL WALL, City Clerk



Prepared by:

Kenneth R. Dreher
KENNETH R. DREHER, P.A.
111 Hillmont Circle
Clinton, MS 39056
Telephone: (601) 925-5316

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

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

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200470703
Noise Ordinance Admendment FY 2014

AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, AMENDING THE EXISTING ORDINANCES OF THE CITY OF CLINTON AS TO THE PROHIBITION OF UNNECESSARY NOISE BY ADDING AN ADDITIONAL SECTION TO SPECIFIC UNLAWFUL NOISES AND FOR RELATED PURPOSES

WHEREAS, on May 20, 2014, a public hearing was held for the purposes of discussing excessive noise as a result of early morning commercial trash removal;

WHEREAS, at said public hearing held on May 20, 2014, a number of citizens expressed concern about excessive noise related to early morning commercial trash removal;

NOW THEREFORE:

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, as follows:

Section 3 of the Ordinance Prohibiting Unnecessary Noise is amended by adding: (c) It shall be a rebuttable presumption that the removal of trash from commercial dumpsters or any other trash/debris removal operations affecting any residentially zoned area of the city between the hours of 10:00 pm and 6:30 am constitutes a violation of this Ordinance.

This Ordinance shall take effect and be in force from and after thirty days from passage.

SO ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at its regular meeting held on the 5th day of August, 2014.

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

Alderman Brabham	AYE
Alderman Ellis	AYE
Alderman Martin	AYE
Alderman Barnett	NAY
Alderman Cronin	AYE
Alderwoman Cossitt	AYE
Alderman Cashion	AYE

Whereupon the Mayor declared the motion carried and the Ordinance adopted. The foregoing Ordinance is approved this 5th day of August 2014.

APPROVED:

/s/ Philip R. Fisher, Mayor

/s/ Russell L. Wall,
City Clerk
(SEAL)

August 14, 2014

0200470703-01

BEVERLY BENNETT

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

8/14/2014

Size: 535 words / 1.00 col. x 113.00 lines

Published: 1 time(s)

Total: \$72.70

Signed Beverly Bennett
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 8/14/2014.

Notary Public

RICK TYLER

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

(SEAL)



RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

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 510 Clinton Boulevard, Clinton, Mississippi, and after full consideration of the matter, Alderman CASHION 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 510 Clinton Boulevard, 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 510 Clinton Boulevard, 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 by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on August 5, 2014 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 and disrepair, 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 Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris, and to demolish the single family housing structure.

NOW BE IT RESOVLED, 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 510 Clinton Boulevard, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to cut weeds and grass, to remove trash and debris,

and to demolish the single family housing structure.

3. The Director of Community Development 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, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman MARTIN 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 Aldermen for the passage or rejection on a roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Ellis voted:	<u>AYE</u>
Alderman Martin voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderman Cronin voted:	<u>AYE</u>
Alderwoman Cossitt voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing resolution was approved this ~~3rd~~ day of ~~June~~ 2014.

5th AUGUST

CITY OF CLINTON

BY: _____

Philip R. Fisher, Mayor

ATTEST: _____

Russell L. Wall, City Clerk

(SEAL)



REOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

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 1010 Arlington, Clinton, Mississippi, and after full consideration of the matter, Alderman Crowin 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 1010 Arlington, 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 1010 Arlington, 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 by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on Tuesday, August 5, 2014 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 Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris or demolition of said property.

NOW BE IT RESOVLED, 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 1010 Arlington, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statues and ordinances, to cut weeds and grass, and to remove junk cars,

trash and debris or the demolition of said property.

3. The Director of Community Development 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, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman CASHION 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 Aldermen for the passage or rejection on a roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Ellis voted:	<u>AYE</u>
Alderman Martin voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderman Cronin voted:	<u>AYE</u>
Alderwoman Cossitt voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing resolution was approved this 5th day of August, 2014.

CITY OF CLINTON

BY: _____

Philip R. Fisher, Mayor

ATTEST: _____

Russell L. Wall, City Clerk

(SEAL)



REOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

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 318 Highway 80, Clinton, Mississippi, and after full consideration of the matter, Alderman marfin 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 318 Hwy 80, 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 318 Hwy 80, 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 by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on Tuesday, August 5, 2014 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 Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris or demolition of said property.

NOW BE IT RESOVLED, 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 318 Hwy 80, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statues and ordinances, to cut weeds and grass, and to remove junk cars,

trash and debris or the demolition of said property.

3. The Director of Community Development 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, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman BARNETT 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 Aldermen for the passage or rejection on a roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Ellis voted:	<u>AYE</u>
Alderman Martin voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderman Cronin voted:	<u>AYE</u>
Alderwoman Cossitt voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing resolution was approved this 5th day of August, 2014.

CITY OF CLINTON

BY: _____

Philip R. Fisher, Mayor

ATTEST: _____

Russell L. Wall, City Clerk



REOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

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 511 Lindale, Clinton, Mississippi, and after full consideration of the matter, Alderman BRANEH 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 511 Lindale, 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 511 Lindale, 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 by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on Tuesday, August 5, 2014 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 Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris or demolition of said property.

NOW BE IT RESOVLED, 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 511 Lindale, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statues and ordinances, to cut weeds and grass, and to remove junk cars,

trash and debris or the demolition of said property.

3. The Director of Community Development 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, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Martin 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 Aldermen for the passage or rejection on a roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Ellis voted:	<u>AYE</u>
Alderman Martin voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderman Cronin voted:	<u>NAY</u>
Alderwoman Cossitt voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing resolution was approved this 5th day of August, 2014.

CITY OF CLINTON

BY: _____

Philip R. Fisher, Mayor

ATTEST: _____

Russell L. Wall, City Clerk



Mark S. Vaughan, Architect

Registration:

Registered Architect, No. 2078

State of Mississippi, 1987

State of Alabama, 2006

State of North Carolina, 1998

NCARB Certificate No. 49,818

Education:

Master of Architecture, 1990

Harvard University, Graduate School of Design

Bachelor of Architecture, 1984

Mississippi State University, School of Architecture

Professional Experience:
(27 Years)

Mark S. Vaughan, Architect

Owner/Architect for Architectural Services

Harvard University Planning Department, Cambridge

Urban Design and Planning

Foil-Wyatt Architects, Jackson, Mississippi

Project Architect on various size projects

Awards:

A.I.A. Scholarship, Distinguished 2nd Yr. Student

Mississippi State Alumni Scholarship

Distinguished 4th Yr. Student

Bronze Medal: Tau Sigma Delta Architecture Honorary

Theoretical Exploration of Thesis (1984)

A.I.A. Student Gold Medal (1984)

Distinguished Graduating Student

Honors:

Tau Sigma Delta, Arts and Architecture Honorary (1982)

Teaching Experience:
Visiting Critic:

Auburn University, School of Architecture

Clemson University, School of Architecture

Memphis Design Center

Adjunct Faculty/Studio Critique:

MS State University, School of Architecture, 2008-Present

Tulane University, School of Architecture, 1990-2003

University of Texas, School of Architecture, Fall 2003

Outstanding Professor Award, Spring, 1992

Tulane University School of Architecture

Competitions:

First Place, Commission Awarded:

Mississippi Vietnam Veterans Memorial

(Construction completed June 1998 w/ Hollomon Architects, a joint venture)

Design Awards:

A.I.A. Honor Award

Community Nursing Home, 1995

Joint Project: WFT Architects/MSV Architect

Professional Projects:

101 Capitol Street Building Renovations (Phases 1 & 3)
(Joint Venture w/ Hollomon Architects, P.A.)

Dobyns Hall Renovations & Bus Barn

Jackson, Mississippi MS Schools for the Blind and the Deaf

MS Worker's Compensation Commission Renovations

Jackson, Mississippi

Exterior Envelope Repairs

MS School for the Arts Brookhaven, Mississippi

HDQ. Building Howard Miller Wildlife Management

MS Department of Wildlife, Fisheries, & Parks

Mississippi Veterans Monument

Bureau of Buildings Jackson, Mississippi

(a joint venture w/ Hollomon Architects)

New Sanctuary, St. Columb's Episcopal Church

Ridgeland, Mississippi

Delta Telephone Company Renovations/Additions

Ackerman, Mississippi

Delta Telephone – Reroofing Projects

Louise, Ackerman, Chester, Isola, Holly Bluff, MS

University Medical Center Projects:

Renovation to Biochemistry Department (I & II)

Restorative Laboratory Renovations – Dental School

School of Dentistry Laboratory/Dental Renovations

Operating/Emergency Room Renovations

2nd & 5th Floor Children's Hospital Renovations

4th, 5th, & 6th Floor Ceiling Renovations

Guyton Building Lab Renovations

Pneumatic Tube Station Additions

Microbiology Department Renovations

H020 Telecommunications Renovations

Data Room Renovations

Temporal Bone Lab Renovations

Pharmacology Renovations

University of Mississippi Medical Center

New Delta Arts Facility/Ellis Theatre Restoration

Delta Arts Alliance Cleveland, Mississippi

(Consultant w/Foil-Wyatt Architects)

H. T. Sampson Library Addition

Jackson State University

School of Health Related Professions

University of Mississippi Medical Center

National Food Service Management Institute

University of Mississippi

(Conjunction w/ WFT Architects, P.A.)

Clinton Service Center Building & Masterplanning

New Training Facility Clinton, Mississippi

Renovations/Additions to South Street Building

6th Floor Renovations at Electric Building

Entergy Meter & Relay Laboratory Renovations

Hangar Renovations at Hawkins Field

Entergy Corporation Jackson, Mississippi

Publications:

'Studio Works' 1990

Harvard University, Graduate School of Design

Architecture, A.I.A. Journal

'Miss. Vietnam Veterans Memorial', 1990

Number: An Independent Quarterly of the Visual Arts

'A Landscape in the South'; Spring 1992

RECOMMENDATION

Company: McNeely Plastics
Estimated Investment: \$903,485
Number of Employees: 105
Action Requested by Company: Exemption from ad valorem taxes on property improvements and new equipment and machinery for a period of 10 years

Proposed Tax Abatement Recommendation

*2013-2014 Millage Rates, Inside City of Clinton
 Revenue Estimates*

	Millage Rates	Abated Mills	Non Abated Mills	Annual Revenue	Revenue w/ Abatement	Revenue Abated
General Fund	31.48	24.00	7.48	\$4,266	\$1,014	\$3,253
Debt Services	5.78	0	5.78	\$783	\$783	\$0
Parks & Recreation	0	0	0	\$0	\$0	\$0
Fireman & Police Disability & Relief	1.48	0	1.48	\$201	\$201	\$0
Library Bond & Interest Fund	0	0	0	\$0	\$0	\$0
Totals	38.74	24.00	14.74	\$5,250	\$1,998	\$3,253

Proposed Abatement: 24.00 mills of the general fund

Proposed Term: 10 years

Recommendation: APPROVAL of ad valorem tax abatement for McNeely Plastics in the amount of 24.00 mills of the general fund for a period of 10 years. Taxes related to raw materials and work in process are not to be abated.

Note: Millage rates for school districts are not abatable in Mississippi. Annual revenue to the school district as a result of this expansion is projected to be \$7,883.

NOTE: This is a preliminary analysis of potential property tax benefits. Actual tax abatement is subject to the official approval of the Clinton Board of Aldermen and may vary from this proposal.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES**

The Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for McNeely Plastic Products, Inc., the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES FOR A FIVE-YEAR PERIOD TO MCNEELY PLASTIC
PRODUCTS, INC., AS AUTHORIZED BY SECTION
27-31-101, ET SEQ., OF THE MISSISSIPPI CODE
OF 1972, AS AMENDED.

WHEREAS, McNeely Plastic Products, Inc., filed in triplicate with this Board an Application for exemption from ad valorem taxation on said equipment being used in the manufacturing process at facilities operated by McNeely Plastic Products, Inc., located within the City of Clinton, Hinds County, Mississippi; and

WHEREAS, McNeely Plastic Products, Inc. has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed-for exemption and the completion date of said enterprise; and

WHEREAS, the equipment was placed in service on December 31, 2013, and as of that date the true value of the equipment was \$903,485.63 as shown in the itemized list provided with the application, a copy of which is attached as Exhibit "A"; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an expanded industrial enterprise which was completed on December 31, 2013, and that said company is entitled to an exemption of five (5) years beginning on January 1, 2014 and ending on December 31, 2018, subject to approval and certification by the Mississippi Department of Revenue.

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

1. That the Application for ad valorem tax exemption by McNeely Plastic Products, Inc., of the property described in Exhibit "A" of the Application filed by said Company for with, the equipment having a true value of \$903,485.63 is hereby approved for a twenty-four (24) mill exemption and said exemption is hereby granted to the extent of a five-year period beginning on January 1, 2014 and ending on December 31, 2018 subject to certification of eligibility by the Mississippi Department of Revenue.
2. That the Clerk of this Board spread a copy of this Resolution on the minutes of this Board; and that the Clerk forward an original copy of the Application and a certified copy of the transcript of the Resolution approving said Application to the Mississippi Department of Revenue for its certification of eligibility; and that the Clerk also forward an original copy of the Application and one certified copy of the transcript of the Resolution approving said Application to the Tax Assessor of Hinds County, Mississippi and obtain the Certificate of said Tax Assessor stating that the aforementioned property as itemized in this Application has been placed on the Appropriate tax roll as "Non-Taxable", except for Mississippi and Clinton Public School District ad valorem taxes, for the duration of the exemption period only.

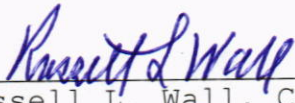
A Motion for adoption was made by Alderman Cashion and seconded by Alderman Cronin and the foregoing resolution having been first reduced to writing and no request being made by the Mayor or any member of the Board of Aldermen that the Resolution be read by the City Clerk, before any vote was taken,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

Alderman Brabham:	AYE
Alderman Ellis:	NAY
Alderman Martin:	AYE
Alderman Barnett:	AYE
Alderman Cronin:	AYE
Alderwoman Cossitt:	AYE
Alderman Cashion:	AYE

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this 5th day of August, 2014.


Philip R. Fisher, Mayor

ATTEST:


Russell L. Wall, City Clerk



APPLICATION TO THE BOARD OF ALDERMEN
OF
CITY OF CLINTON, MISSISSIPPI
FOR EXEMPTION FROM
AD VALOREM TAXES

APPLICATION OF **McNEELY PLASTICS PRODUCTS**
FOR EXEMPTION FROM
AD VALOREM TAXES
AS AUTHORIZED BY
SECTION §27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI:

Comes now McNEELY PLASTIC PRODUCTS (the "Applicant") and files this its Application in triplicate for exemption from ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section §27-39-329 and respectfully represents unto the Honorable Board of Aldermen of the City of Clinton, Mississippi as follows:

1. Applicant has negotiated in good faith with the Board of Aldermen as to the ad valorem tax exemption authorized by Code Section §27-31-105 and related Code Sections.
2. Applicant, McNeely Plastic Products, is a Mississippi Corporation and domiciled in Clinton, Hinds County, Mississippi at 1111 Industrial Park Drive.
3. Applicant operates as a Manufacturer of Plastic Products, within the City of Clinton, County of Hinds, Mississippi, which industry is a bona fide expanded enterprise of "public utility" within the meaning of Section §27-31-105 et seq., and related Sections of the Mississippi Code of 1972, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.
4. The Applicant is therefore eligible for the exemption granted by Code Section §27-31-105 as a manufacturing enterprise described in Code Section §27-31-101.

5. The exemption prayed for in this Application is with respect to additions to, expansions of, or replacements with respect to Applicant's said enterprise of "public utility" as enumerated in Code Section §27-31-101, which expansions, additions, and replacements will promote the industrialization of Mississippi, and will promote the development of the City of Clinton, Mississippi.

6. The Applicant has expanded and upgraded its facilities with additions and replacements during 2013. This Application relates to the additions and replacements (as listed in "Exhibit A" hereto) acquired as a result of such additions, expansions and replacements.

7. Applicant's additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2013. In accordance with the provisions of Code Section §27-31-105, as amended, the exemption hereby claimed should commence on January 1, 2014.

8. The true value of all property to be exempted is \$ 903,485.63 as shown in the itemized list attached hereto as "Exhibit A" and made a part hereof.

9. That said new additions or expansions and replacement of equipment were completed on the 31st day of December 2013, within the meaning of the applicable statutes of the State of Mississippi; and, therefore, the exemption hereby claimed is for a ~~ten~~ year period to begin on the 1st day of January, 2014, and to end on the 31st day of December, 2023. FIVE

2018 RWM
RWM

PRAYER

WHEREFORE, Applicant prays that this Board of Aldermen enter a finding that the Applicant has negotiated in good faith with the Board of Aldermen as to the requested exemption; the Applicant has in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of "public utility"; and that the additions, expansions, and replacements were completed on December 31, 2013, and that the Applicant be granted an exemption, under Code Section §27-31-105, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section §27-39-329, as provided by law, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to, the operation of Applicant's factory in the City of Clinton, Hinds County, Mississippi, for a period of ~~ten~~ years beginning on the 1st day of January 2014, and ending on the 31st day of December, 2023; FIVE

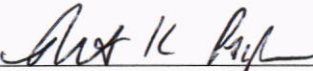
2018 RWM
RWM

The Board of Aldermen of the City of Clinton, Mississippi approve this Application by a Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes and the "mandated levies", for a ^{FIVE} ~~period of ten years~~ ^{RW} beginning on January 1st, 2013; and forward in triplicate, the original and copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and that, upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the Board of Aldermen enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 13th day of May 2014.

APPLICANT:

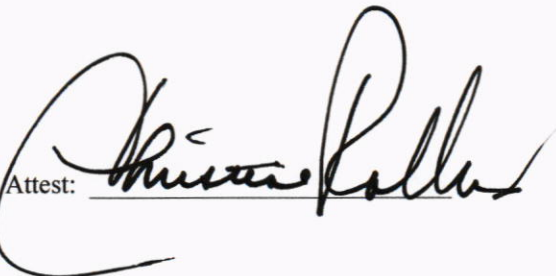
McNEELY PLASTIC PRODUCTS

By: 

Rita K. Payton, CFO

CFO

Title

Attest: 

MCNEELY PLASTICS
ADDITIONS/EXPANSIONS 2013

EXHIBIT "A"

<u>ACCT #</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>ACQ COST</u>
<u>COGS MACHINERY & EQUIPMENT</u>			
984	1/25/2013	HS 275 WICKETER	412,621.94
1030	4/24/2013	CHILLER	101,016.00
1031	4/30/2013	RESIN SURGE BINS	44,350.00
1032	3/13/2013	ISP INFO SYSTEM	29,960.46
1033	3/8/2013	SIDEWELD HEAD ASSEMBLY	7,776.82
1034	3/1/2013	SAFETY CHAIN HOIST	2,211.30
1035	3/22/2013	MOTORIZED TIP LIFT	1,693.76
1036	5/13/2013	WINDER UPGRADE	16,671.60
1038	5/15/2013	WH FREQUENCY CONVERTER VC	16,250.22
1039	6/11/2013	WH MIXING SECTION	3,820.55
1040	7/8/2013	WH FEED SCREW E60/HPS/ST12	14,245.75
1041	6/14/2013	WH FREQUENCY CONVERTER VC	21,301.06
1042	8/15/2013	SOHEAT 230V CABINET COOLER	6,106.52
1043	10/11/2013	MEZZ COLUM & IDLER ROLLERS	3,200.00
1044	10/16/2013	QMI VENTER FOR EXTRUSION	10,830.42
1045	10/9/2013	WH INOEX UPGRADE CAPACITY	4,571.94
1046	10/10/2013	2 BIG JOE STACKERS	8,105.00
1047	10/17/2013	EREMA DIE PLATE HG 20X3	1,785.68
1048	10/21/2013	WH FAN UNIT 500 KG	4,114.71
1049	11/13/2013	PAT TR STEEL WINDER CHUCKS	2,363.00
1050	11/7/2013	WH VAREX FAN 7982048528	6,061.55
1051	12/19/2013	PAT TR STEEL HEAT TREATED LE	1,280.00
1052	3/1/2013	KUNDIG SENSING HEAD PVC-2	7,567.09
1053	1/25/2013	WH INOEX CAN 500U	4,563.13
1054	3/8/2013	MOTION BAG MACHINE SHUTTLE	2,230.31
1055	3/14/2013	WH NIP ROLL	8,517.50
1056	5/7/2013	IRBY LN4 WINDER PLC MODULE	1,209.30
1057	8/13/2013	KUNDIG TELESCOPE 500	4,137.78
1058	4/4/2013	THIELE CONTROLLER HS275WA1	1,888.11
1059	5/3/2013	FLANNIGAN 3500 RPM BLOWER	4,404.78
1060	7/21/2013	THIELE CONTROLLER 1HP 480VA	3,218.04
			758,074.32
<u>FURNITURE & FIXTURES</u>			
1061	5/13/2013	LILLY STEEL RACKS	10,889.69
1062	6/24/2013	QUARTZ CUTTING COUNTER	1,900.00
1063	7/30/2013	QC OFFICE FURNITURE	1,630.50
			14,420.19

MACHINERY & EQUIPMENT

1064	3/24/2013	EPRO ITX SYSTEM	1,732.89	
1065	3/1/2013	2 SCAN GUNS	6,282.10	
1066	5/15/2013	SIRIS 3T SYSTEM	1,925.00	
1067	6/13/2013	3 NEW CISCO ROUTERS	15,287.61	
1068	6/19/2013	WIRELESS ACCESS POINTS SET	1,410.58	
1069	6/25/2013	2 TV MOUNTS	664.75	
1070	8/21/2013	DATTO BACKUP DEVICE	4,354.05	
1071	10/21/2013	GLOBAL SECURITY CAMERA SYS	47,749.14	
	3/8/2013	#957 New Wulftec Stretch Wrap	51,585.00	
				130,991.12
		TOTAL 2013 ADDITIONS	<u>903,485.63</u>	<u>903,485.63</u>

BANK ACCOUNT - PRIMARY DEPOSITORY BID COMPARISON

FOR THE FISCAL PERIODS COVERING 10/1/2014 THROUGH 9/30/2016

As our two-year contract with BankPlus is ending with the current fiscal year, we recently advertised for bids and received four proposals. The table below outlines the three highest interest bearing proposals presented to us in a side-by-side comparison.

DESCRIPTION	AVG MONTHLY BALANCE	BANKPLUS		BANCORP SOUTH		TRUSTMARK	
		RATE	EST AMOUNT	RATE	EST AMOUNT	RATE	EST AMOUNT
INTEREST INCOME	8,600,000	0.150%	1,075.00	0.100%	716.67	0.100%	716.67
DESCRIPTION	AVG MONTHLY ACTIVITY	BANKPLUS		BANCORP SOUTH		TRUSTMARK	
		FEE	EST COST	FEE	EST COST	FEE	EST COST
ACCOUNT MAINTENANCE		0.00		0.00		0.00	
DEBIT (CHECK) FEES	635	0.00	0.00	0.16	101.60	0.05	31.75
CREDIT (DEPOSIT) FEES	297	0.00	0.00	0.11	32.67	0.05	14.85
DEPOSITED ITEM RETURNED	12	0.00	0.00	7.00	84.00	8.00	96.00
INTERNET BANKING	1	0.00	0.00	65.00	65.00	55.00	55.00
ACH (ACCESS)	2	0.00	0.00	40.00	80.00	25.00	50.00
ACH (RETURN ITEM)	12	0.00	0.00	5.00	60.00	6.00	72.00
ACH (DIRECT DEPOSIT)	300	0.00	0.00	0.12	36.00	0.10	30.00
ACH (DRAFTS)	2500	0.00	0.00	0.12	300.00	0.10	250.00
FEDERAL EFTPS	6	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ESTIMATED MONTHLY FEES		0.00		759.27		599.60	
EST. MONTHLY NET INCOME (EXPENSE)		\$	1,075.00	\$	(42.60)	\$	117.07

Due to the current market situation, interest rates remain extremely low. All bids came in with offers of less than 1% interest return on fund balances, and were within a quarter of one percent of each other. BankPlus (the current provider) submitted an interest rate of .150%, BancorpSouth and Trustmark each offered .100%, and Regions proposed a variable rate equivalent to .005% over the last year. BankPlus has again offered to waive all fees associated with our normal operations, which accounts for the most significant difference between offers.

The estimates above suggest that we would be best served to extend the agreement with BankPlus, to serve as the primary funds depository for the City of Clinton. Therefore, we propose that we contract with BankPlus to serve as the Primary Funds Depository for the City of Clinton for the Fiscal Years beginning October 1st, 2014 and ending September 30, 2016.

Angela S. S. S.
REPORT PREPARED BY

July 28, 2014

City of Clinton
Attn: Jimmy Baldree
PO Box 156
Clinton, MS 39060

Re: Depository Bid

BankPlus is a \$2.2 billion State-chartered, FDIC-member, commercial banking institution with 60 offices located in communities across Mississippi. BankPlus equity capital was \$223,535,000 as of the quarter ending March 31, 2014.

BankPlus is a qualified member of the State collateral pool and may choose to participate in the State guaranty pool. Furthermore the bank complies with Sections 27-105-305, 27-105-315, and 27-105-353 of the Mississippi Code of 1972, as amended, and Senate Bill 3064 as passed during the 2000 Legislative session. The securities pledged for the privilege of keeping the funds will be only those securities eligible as prescribed by State law.



BankPlus will agree to pay interest on the depository accounts maintained with us at a fixed rate of interest of **0.15%** (current annual percentage yield of **0.15%**) for a **two** year period. This rate will remain fixed over the term of this agreement and will automatically revert to the default rate for BankPlus Public Funds Interest Checking accounts after the end of the term, **September 30, 2016**.

We appreciate your business and look forward to more opportunities to work with the City. Should you have any specific questions about our services, please contact me and I will be happy to assist you.

Yours truly,

A handwritten signature in black ink, appearing to read "John Murphy".

John Murphy
President – Clinton
BankPlus

PUBLIC FUNDS FEE ADDENDUM - --Fees may change at any time.--

Per Account	\$8-Waived
Account Research	\$50 per hour Waived
Charge for Research Items	\$2 per copy of item Waived
Cash Handling Fee	May apply if warranted by excessive transaction analysis
Non-Sufficient Funds Fee	\$36 per item
Photocopies	\$0.25 per copy Waived
Return Deposited Item	\$5 per item that is greater than \$20 Waived
Stop-Payment Order	\$36 per item
Telephone Balance Inquiry	\$1 per inquiry Waived
Telephone Transfer Fee	\$2 Waived
Incoming Wire Transfers	\$15-Waived
Outgoing Wire Transfers	\$20-Free through e-banking
International Wire Transfers (In or Out)	\$50
Checks paid, debit items (including electronic)	\$0.20 per item-Waived
Deposits, credits fee (including electronic)	\$0.10 per item-Waived
DepositPlus – equipment lease*	\$49.95 per month
Check images and statements on CD	\$9.95 per account Waived
Account Reconciliation	\$10 per account Waived
Positive Pay Reconciliation	\$50 per account
Uncollected balance percentage or fee	8% Waived
Float adjustment percentage or fee	No charge
FDIC charge percentage or fee	No charge
Special handling of checks (sort)	No charge
ACH Per Item Origination Charge	\$0.08-Waived
ACH Wire Token Fee~	\$5 per month
ACH return item fee	No charge
Web fee	No charge
Federal EFTPS fees^	\$0.20 per debit; \$0.10 per credit Waived
Charges for checks and deposit slips	Actual cost-Waived
Certified bank check	\$3 per item Waived
Travelers Checks	\$1 per \$100-Waived
Endorsement Stamps	Actual cost Waived
Coin Rollers	Actual cost Waived
Charges for depository bags	Four free then Actual cost

Stop Payments: Available through e-BankPlus or by calling customer service

Account reconciliation: E-BankPlus includes the ability to download transactions into accounting software. List of compatible formats available upon request.

Web - e-BankPlus offers online bill payment, Fedwire transfers, ACH payments, account transfer payments, payroll payments, stop payments and more; a demo is available at www.bankplus.net

*DepositPlus: DepositPlus provides you with the ability to scan checks for deposit into your account from your office, thereby saving you the time and cost of daily trips to a BankPlus location. Since checks move electronically, DepositPlus also speeds the availability of funds to your account. There is no equipment to purchase. The equipment would be leased from BankPlus for a monthly fee.

ACH/Wire token fee: Additional agreements are required for ACH and Wiring capabilities through e-banking and a token is issued for security purposes. There is also a \$10 charge for lost tokens.

^ Through e-BankPlus \$0.08 per item

CREDIT/DEBIT CARD PAYMENTS ADDENDUM

BankPlus, like most banks, contracts with a third party vendor to provide for acceptance of credit/debit card payments. BankPlus does not charge fees to municipalities for credit or debit card payments. Our third party vendor as well as any other vendor of these services does charge processing fees to cover costs associated with collections, operations and overhead.

Section 17-25-1 of the Mississippi Code of 1972* allows municipalities to accept payments by credit cards, charge cards, and debit cards. The Code also states that fees or charges associated with the use of these payments will "be assessed to the user of the electronic payment as an additional charge for processing the electronic payment." OSA Circular No. 14*, from the state auditor's office, states that the contract entered into by the municipality with the credit card company "must allow the addition of the processing fee to the originating tax, fee or other payment."

Instead of charging a fee to the credit card user, many municipalities have come to expect banks to reimburse the fees that are charged to them by the credit card companies. The total amount of this expense can vary widely and is dependent on how many people choose to pay with a credit/debit card. Many banks will compensate for this unknown expense by paying the municipality a much lower interest rate on their balances to ensure the bank's profitability.

BankPlus chooses not to hide this cost in an unnaturally low rate, but instead will pay a 'market' rate and does not pay the municipality's credit/debit card fees. Municipalities can then decide whether to assess a charge to the user of the credit/debit card as is allowed by code and should be provided for in the municipality's contract with the credit card company according to the state auditor's office.

While these fees are our standard fees for all customers, if the customer has higher volume then their fees should be lower. An analysis based on the customer's prior merchant services activity can provide a more accurate representation of potential fees.

- Copies of the Section 17-25-1 of the Mississippi Code of 1972 and OSA Circular No. 14 can be faxed upon request.



in association with



SECURITY CARD SERVICES

720 Avignon
Building 3, Suite 7
Ridgeland, MS 39158

Phone (601) 853-9676
Fax (601) 853-8189
Cell (601) 946-4371

NPC Processing Access Fee

Please see the information on credit card processing with Bank Plus and Security Card Services, LLC. We are excited about the possible opportunity to service this important part of your business by processing credit cards for your location. Please see below for a proposed fee schedule:

MasterCard/Visa/Discover:

For your merchant services processing we would like to offer you a 3% charge to pass through to your customers for each sale. This will include V/MC and Discover only.

Monthly Fees:

There are no monthly fees associated with this quote. They will be covered by the 3% processing fee that will be passed through to your customers

Equipment:

Vx520 DC: \$350 per terminal*

Setup Fee: \$25*

*one time only fee

Feel free to give me a call with any questions at 601-946-4371. I look forward to working with you in the near future.

Best Regards,

Jonathan Varney
Manager of Bank Relations
Security Card Services, LLC
Office: 601-853-9676
Cell: 601-946-4371
Fax: 601-853-8189

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, **BANKPLUS** is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2014**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2013**.

A handwritten signature in cursive script, reading "Lynn Fitch".

Lynn Fitch
Treasurer of the State of Mississippi

RESOLUTION AUTHORIZING USE OF FINANCIAL INSTITUTION

RESOLVED, that BankPlus ("Bank") is designated a depository of funds for the City of Clinton, Mississippi ("the City");

RESOLVED, that any prior resolutions remain in effect except as changed by those adopted today. The City ratifies all transactions purportedly done on its behalf with the Bank before these resolutions were delivered to the Bank. Any change (s) to these resolutions will take effect only after the Bank has received written certification of the change (s) and has had reasonable time to act on the change (s);

RESOLVED, that the City agrees to be bound by the Bank's Deposit Account Agreement for each account permitted by this resolution;

RESOLVED, the Bank is authorized to honor, pay and charge the City's accounts for any item purporting to have been signed on behalf of the City with a facsimile signature that resembles a specimen the City has certified to the Bank, no matter by whom or by what means their actual or purported signature may have been made;

RESOLVED, that the persons named below, whose manual and/or facsimile signatures are provided next to their respective names, are authorized to perform the powers listed based on number (s) following their respective names. The Bank has no duty to inquire into any power before executing it, even if the power benefits the signer individually. The required number of signatures immediately follows the description of that power;

POWERS:

1. Open and close deposit accounts, sign account agreements, and sign contracts for deposit-related or other services. Signatures required: two (2)
2. Sign and authorize checks, drafts, withdrawal slips, and any other orders for the payment of money, whether by paper, electronic, or any other means, even if payable to the signer or used to discharge or reduce an obligation of the signer. Signatures required: two (2)

RESOLVED, that the City Clerk of the City of Clinton, Mississippi is directed to certify and deliver a copy of this resolution to the Bank, the signature cards bearing the genuine signatures of the persons named below, and any other documents that the Bank requires.

AUTHORIZED PERSONS. The names of authorized persons are as follows:

Philip R. Fisher, Mayor 1, 2
Jehu W. Brabham, Alderman-At-Large 1, 2
Russell L. Wall, City Clerk 1, 2
James (Jimmy) Baldree, Deputy City Clerk 1, 2


Philip R. Fisher, Mayor


Date

Attest:


Russell L. Wall, City Clerk



CITY OF CLINTON

SEALED BID OPENING - SUMMARY SHEET

BID OPENING JULY 29th, 2014 - 10 AM

REQUESTED BID ITEMS SUMMATION

BID ITEM #1 - LEASE/PURCHASE OF THREE (3) FORD INTERCEPTOR SEDANS AND TWO (2) FORD INTERCEPTOR UTILITY VEHICLES FOR THE CLINTON POLICE DEPARTMENT. TERMS TO BE 36 MONTHS, WITH NO BALLOON PAYMENTS. TOTAL PURCHASE PRICE TO BE \$ 119,420.00.

RESULTS AT BID OPENING

			BID DETAILS		
	BID RECEIVED FROM	ALL REQs MET	INT RATE	MONTHLY PAYMENT	TOTAL COST
1	REGIONS EQUIPMENT FINANCE CORP	Yes	1.320%	\$ 3,385.16	\$ 121,865.76
2	TRUSTMARK FINANCIAL SERVICES, INC.	Yes	1.920%	\$ 3,416.33	\$ 122,987.88
3	BANCORP SOUTH		No Bid Submitted		
4	BANKPLUS		No Bid Submitted		
5	COPIAH BANK		No Bid Submitted		
6					
7					
8					
9					
10					
11					
12					

CITY REPRESENTATIVE

Jimmy Baldree, Deputy Clerk/City Accountant

BIDS OPENED BY



SIGNATURE & DATE

ADDITIONAL ATTENDEES

Trustmark Bank - Representative

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: McNEELY PLASTIC PRODUCTS INC.

LOCATION: 1111 CLINTON IND. PARK DRIVE PARCEL # 2980-86 / 48732

EXEMPTION RELATES TO MISS CODE OF 1972, SECTION: 27-31-105

TYPE OF BUSINESS: PLASTIC PRODUCTS & DISTRIBUTION

FINISHED PRODUCTS ARE: PLASTIC PRODUCTS

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: _____

MANUFACTURING

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? (YES-NO) NO

UNDER ANY OTHER TRADE NAME? (YES-NO) NO

ANY OTHER LOCATION? (YES-NO) NO

UNDER ANY OTHER OWNERSHIP? NO

NUMBER OF NEW JOBS? ESTIMATED ANNUAL PAYROLL

EXEMPTION TO BE ON:

LAND: (YES NO) VALUE \$ _____

IMPROVEMENTS: (YES NO) VALUE \$ _____

PERSONAL PROPERTY:

FURN. & FIX.	VALUE \$	<u>14,420.19</u>
MACH. & EQUIP.	VALUE \$	<u>889,065.44</u>
RAW MATERIALS	VALUE \$	_____
WORK IN PROCESS	VALUE \$	_____

PERSONAL PROPERTY TOTAL: \$ 903,485.63

EXEMPTION TOTAL VALUE: \$ 903,485.63

LAND AND IMPROVEMENTS:

OWNER OF LAND: MEGA PLASTICS INC

OWNER OF IMPROVEMENTS: MEGA PLASTICS INC

DATE OF IMPROVEMENTS: COMPLETED During 2013 EXPANDED _____

ALL PRIOR EXEMPTIONS: NO

YEARS OF EXEMPTION APPLIED FOR: 01/01/14 THRU 12/31/2018

APPLICANT'S REPRESENTATIVE: RITA PAYTON , CFO / Chris Rollins

ADDRESS: 1111 CLINTON IND. PARK DRIVE CLINTON PHONE: 601-206-1433

INVESTIGATED BY: Laura Burse

COMMENTS: _____

TAX ASSESSOR: Charles E. Stokes by Laura Burse DATE: 7/24/2014

Ryan Hinton
202 S 40th Ave
Hattiesburg, MS 39402
Ph: 601-264-8248
Fax: 601-261-4353
Cell: 601-310-3437
Ryan.hinton@regions.com



July 28, 2014

City of Clinton – CPD Vehicles Bid
Attn: Jimmy Baldree
PO Box 156
Clinton, MS 39060

Dear Mr. Baldree,

Regions Equipment Finance Corporation is pleased to furnish the following tax exempt municipal lease proposal for your review and consideration.

Lessor:	Regions Equipment Finance Corporation, or its Assignee
Lessee:	City of Clinton
Equipment & Cost:	3 Ford Police Interceptor Sedans & 2 Ford Interceptor Utility \$119,420
Delivery:	Estimated at July 29, 2014
Base Term:	36 payments due monthly in arrears
Payment:	\$3,385.16
Payment Method:	Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.
Implicit Rate:	1.32%
Lease Commencement:	The Base Term shall commence on the date of closing and delivery and acceptance of the Equipment. The first rental shall be due 1 month in arrears. Remaining equal monthly rental payments shall be due on the same day of each consecutive month thereafter. All payments shall be subject to any applicable state and local sales/use taxes.
Rental Factor Adjustment:	The Lease Rental Factor(s) presented in this proposal are based on current market conditions the payment quoted on this proposal shall be adjusted upward or

downward in order to maintain Lessor's economic yield as exists at this date. Payments shall be fixed at closing.

- Bank Qualified:** It is anticipated that this transaction will be bank qualified. The interest rate stated above assumes that the Lease will be a bank qualified tax-exempt obligation. Section 265(b) 3 of the Internal Revenue Code of 1986 exempts certain tax-exempt obligations (bank qualified), not in excess of \$10,000,000.00 per year, from the 100% preference tax disallowance applicable to banks, provided that the reasonably anticipated amount of qualified tax-exempt obligations to be issued by the issuing authority during the calendar year does not exceed \$10,000,000.00. If the issuing authority reasonably anticipates that it will issue \$10,000,000.00 or less in qualified tax-exempt obligations during the calendar year, the lease will be designated as a non-bank qualified tax-exempt obligation.
- Opinion of Counsel:** Prior to closing the Lease, Lessor must be provided with an opinion of Lessee's counsel, at Lessee's expense, satisfactory to Lessor and its counsel, which shall include opinions that the Lease and related documentation are duly authorized, executed and delivered by Lessee, that the parties have complied with all applicable state laws, including laws regulating bidding or government contracts and that rents payable under the Lease will be exempt from state and federal income taxes.
- Net Lease:** The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.
- Purchase At End Of Term:** At the expiration of the Lease Term, so long as no default exists thereunder and the Lease has not been earlier terminated, Lessee shall have the option to purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for one dollar (\$1.00).
- Documentation:** Lessor will provide all documentation required to close the Lease. Any modifications requested by Lessee must be approved by Lessor. Any associated legal fees will be reimbursed to Lessor by Lessee.
- Transactional Costs:** Unless otherwise agreed in writing, Lessee will be responsible for all closing costs including, without limitation, appraisal fees, attorney's fees and disbursements, and recording fees. If the Lease is a master lease, a minimum documentation fee of \$500.00 and a \$175.00 UCC fee will be added to the foregoing with respect to each Equipment Schedule. Lessee will be responsible for all costs it incurs.
- Insurance:** Lessee will be responsible to purchase and maintain liability insurance coverage equal to \$1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than \$5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding.

Contingencies:

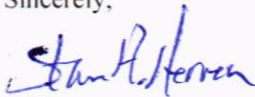
The terms and provisions presented herein are subject to among other things (1) Lessor's investment in the Equipment and the economics of the proposed transaction, at Lessor's sole discretion, and (2) execution of all documentation in form and substance satisfactory to all parties to the transaction. Lessor makes no representation as to the legal, tax or accounting treatment of the Lease. Lessor shall not have any obligation whatsoever under this proposal and shall only be obligated under and as provided in the documentation referred to in clause (2) above. No notice of approval or other communication from Lessor or anyone claiming to act on its behalf shall waive or modify the limitations contained in this paragraph.

Federal law requires all financial institutions to obtain, verify, and record information regarding customers. Lessor has or will obtain and keep on file information complying with 31 CFR Part 103.121 regarding Lessee, including Lessee's name, address and copies of various identifying documents.

By acceptance of this proposal, Lessee requests Lessor to take all actions necessary to evaluate the transactions contemplated hereby, including ordering credit reports and (if desired) by Lessor appraisals of the Equipment. This proposal shall expire as of the close of business on August 6, 2014 unless extended in writing by Lessor. This proposal may not be modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to the further limitations expressed above. *EW*

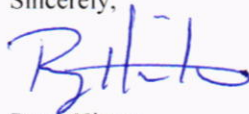
We look forward to your early review and acceptance of this proposal. If there are any questions, please do not hesitate to contact me directly at 601-310-3437

Sincerely,



Stanley A. Herren
Sr. Vice President

Sincerely,



Ryan Hinton
Vice President

PROPOSAL ACCEPTED:
City of Clinton

By: 

Title: MAYOR

Date: 8-6-14

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
REGIONS EQUIPMENT FINANCE CORPORATION
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Mayor and the Board of Aldermen, the Governing Body (the "Governing Body") of the City of Clinton, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with Regions Equipment Finance Corporation (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;
2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 3 years;
3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
4. It is necessary for the Lessee to approve and authorize the Agreement.
5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Philip R. Fisher, Mayor (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2014.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a

person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2014, Lessee has designated \$469,420.00 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2014 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by lessee during calendar year 2014 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from lessee or by an entity subject to substantial control by Lessee, as provided in section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution Alderman Cashion moved that the foregoing resolution be adopted; Alderman Martin seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman Brabham	AYE
Alderman Ellis	AYE
Alderman Martin	AYE
Alderman Barnett	AYE
Alderman Cronin	AYE
Alderwoman Cossitt	AYE
Alderman Cashion	AYE

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 5th day of August 2014.


Philip R. Fisher, Mayor

ATTEST:


Russell L. Wall, City Clerk



CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

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

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

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *engineering* services for *Roadway, Drainage and Utility Improvements for the construction of a 3-lane curb and gutter typical section for Hampstead Boulevard from approximately 0.5 miles south of Highway 80 to approximately 0.75 miles east of Springridge Road, STP-7365-00(001)LPA/105562-701000*, hereinafter called the "PROJECT"; and,

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

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

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

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

ARTICLE IV. TIME OF PERFORMANCE

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

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will

conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

C. Record Retention

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

D. Retainage

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

ARTICLE VII. FINAL PAYMENT

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

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

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

ARTICLE X. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, 1st Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 25 Part 634 - Worker Visibility - as stated in "Exhibit 5".

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the

fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following

individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto.

LPA:

For Contractual Matters:

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

For Technical Matters:

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

CONSULTANT:

For Contractual Matters:

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

For Technical Matters:

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

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

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

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

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

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the 5th day of November, 2014.

City of Clinton, MS



Chief Administrative Official, Phil Fisher, Mayor

WITNESS this my signature in execution hereof, this the 12th day of December, 2017.

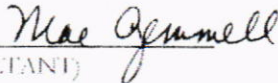
WCK, Inc.

BY: 

Bill Owen

ATTEST:

(for CONSULTANT)



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

LIST OF EXHIBITS

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

EXHIBIT 1

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

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

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

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

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

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

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

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

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

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

This 2nd day of October, 2013

Attest:



Signed: [Signature]

[Signature]



ENGINEERS & SURVEYORS

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

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

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

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

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



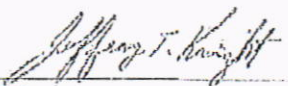

Secretary

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

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

CONSTRUCTION ENGINEERING

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

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

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

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

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

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

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

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

I. General:

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

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

A. Schedules:

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

B. Conferences and Meetings:

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

C. Liaison:

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

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

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

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

J. Payment Requests:

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

K. Certificates, Maintenance and Operation Manuals:

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

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer*:

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

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor Hour/Unit Cost Basis, with an upset limit of \$3,299.35 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

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

Direct Costs:

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

Labor Hour / Unit-cost Rates:

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

Table 1: Rate Schedule for Labor Hours

Classification	2014 Wage	Overhead	FCCM	12% Profit	Regular Billing Rate
Sr Project Engineer - Bill Owen	\$ 58.99	\$ 86.67	\$ 0.24	\$ 17.48	\$ 163.37
Sr. Project Engineer - Mike McKenzie	\$ 58.99	\$ 86.67	\$ 0.24	\$ 17.48	\$ 163.37
Project Engineer I	\$ 32.19	\$ 47.29	\$ 0.13	\$ 9.54	\$ 89.15
Engineer Intern I	\$ 22.28	\$ 32.73	\$ 0.09	\$ 6.60	\$ 61.70
Technician	\$ 21.49	\$ 31.57	\$ 0.09	\$ 6.37	\$ 59.52
Sr. Engineering Assistant	\$ 34.95	\$ 51.35	\$ 0.14	\$ 10.36	\$ 96.79
Construction Manager	\$ 30.70	\$ 45.10	\$ 0.12	\$ 9.10	\$ 85.02
Project Representative	\$ 20.35	\$ 29.90	\$ 0.08	\$ 6.03	\$ 56.36
Operations Manager	\$ 34.20	\$ 50.25	\$ 0.14	\$ 10.13	\$ 94.72
Administrative Assistant	\$ 15.91	\$ 23.37	\$ 0.06	\$ 4.71	\$ 44.06
Survey Manager	\$ 41.35	\$ 60.75	\$ 0.17	\$ 12.25	\$ 114.52
Surveying Coordinator	\$ 24.81	\$ 36.45	\$ 0.10	\$ 7.35	\$ 68.71
Survey Crew Chief	\$ 22.17	\$ 32.57	\$ 0.09	\$ 6.57	\$ 61.40
Survey Intern	\$ 18.20	\$ 26.74	\$ 0.07	\$ 5.39	\$ 50.40

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$372,909.35 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$285,310.26	\$2,704.50	\$84,894.59	\$372,909.35

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD , 20 THROUGH , 20

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED , 20 , AS RELATES TO

PROJECT NO. IN COUNTY, HIGHWAY

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
1. DIRECT SALARIES	\$	\$	\$
2. DIRECT COSTS	\$	\$	\$
3. PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

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

SUPPORTING DATA

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

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

EXHIBIT 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

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

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

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

SO CERTIFIED this 12th day of December, 2013.

WGK, Inc.

BY: Bill Owen

Bill Owen

ATTEST: Mae Gemmell

My Commission Expires: 2/6/2015

Mae Gemmell

Notary



EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the 5th day of AUGUST, 2013.

LPA City of Clinton, MS



Chief Administrative Official
Phil Fisher, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

127411

EEV* Company Identification Number [Required]

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

BY:

B. Owen
Authorized Officer or Agent

12/12/13

Date

Billy W. Owen, Jr.

Printed Name of Authorized Officer or Agent

Owner

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 12th day of December, 2013.

Theresa Gemmell
NOTARY PUBLIC

My Commission Expires:

2/6/2015

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

FEE PROPOSAL

Construction Engineering and Inspection Services

***Termini: Hampstead Boulevard from approximately 0.5 mi
south of Highway to 80 to approximately 0.75 mi east of
Springridge Road***

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-7365-00(001)LPA /105562-701000

CITY OF CLINTON, MS

Prepared by: {WGK, Inc.

Submitted: *September 12, 2013*

Revised: *December 12, 2013*

Cost Summary

Termini: Hampstead Boulevard from approximately 0.5 mi
south of Highway to 80 to approximately 0.75 mi east of
Springridge Road

PROJECT MANAGEMENT ADMINISTRATION
Construction Engineering and Inspection Services

Year	Amount
2014	<u>\$ 285,310.26</u>
Total Labor	\$ 285,310.26
Total Direct Costs	<u>\$ 2,704.50</u>
WGK Total	\$ 288,014.76
Subconsultants	
BCD	<u>\$84,894.59</u>
Total Subs	\$84,894.59
Total Contract	<u><u>\$ 372,909.35</u></u>

BILLING RATE TABLE - 2014

WGK, Inc.

*Construction Oversight Services
Construction Engineering and Inspection Services*

Total OH FCCM

Overhead

147.320%	146.920%	0.400%
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Rates are applicable: January 2014 thru December 2014

Classification	2014 Wage	Overhead	FCCM	12% Profit	Regular Billing Rate
Sr Project Engineer - Bill Owen	\$ 58.99	\$ 86.67	\$ 0.24	\$ 17.48	\$ 163.37
Sr. Project Engineer - Mike McKenzie	\$ 58.99	\$ 86.67	\$ 0.24	\$ 17.48	\$ 163.37
Project Engineer I	\$ 32.19	\$ 47.29	\$ 0.13	\$ 9.54	\$ 89.15
Engineer Intern I	\$ 22.28	\$ 32.73	\$ 0.09	\$ 6.60	\$ 61.70
Technician	\$ 21.49	\$ 31.57	\$ 0.09	\$ 6.37	\$ 59.52
Sr. Engineering Assistant	\$ 34.95	\$ 51.35	\$ 0.14	\$ 10.36	\$ 96.79
Construction Manager	\$ 30.70	\$ 45.10	\$ 0.12	\$ 9.10	\$ 85.02
Project Representative	\$ 20.35	\$ 29.90	\$ 0.08	\$ 6.03	\$ 56.36
Operations Manager	\$ 34.20	\$ 50.25	\$ 0.14	\$ 10.13	\$ 94.72
Administrative Assistant	\$ 15.91	\$ 23.37	\$ 0.06	\$ 4.71	\$ 44.06
Survey Manager	\$ 41.35	\$ 60.75	\$ 0.17	\$ 12.25	\$ 114.52
Surveying Coordinator	\$ 24.81	\$ 36.45	\$ 0.10	\$ 7.35	\$ 68.71
Survey Crew Chief	\$ 22.17	\$ 32.57	\$ 0.09	\$ 6.57	\$ 61.40
Survey Intern	\$ 18.20	\$ 26.74	\$ 0.07	\$ 5.39	\$ 50.40

DIRECT COSTS

WGK, Inc

Construction Oversight Services
Construction Engineering and Inspection Services

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

HOUR DISTRIBUTION / LABOR COSTS - 2014

WGK, Inc

Construction Oversight Services
Construction Engineering and Inspection Services

POSITION TITLE	2014 - Regular Estimated Hours												Subtotal Hours	Hourly Rate	Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Sr Project Engineer - Bill Owen			80	40	40	40	40	40	40	40	60		420	\$ 163.37	\$ 68,616.68
Sr. Project Engineer - Mike McKenzie			8	8	8	8	8	8	8	8			64	\$ 163.37	\$ 10,455.87
Project Engineer I			8	8	8	8	8	8	8	8			64	\$ 89.15	\$ 5,705.62
Sr. Engineering Assistant			16	16	16	16	16	16	16	16	16		144	\$ 96.79	\$ 13,938.36
Construction Manager			80	261	270	250	250	260	260	216	40		1887	\$ 85.02	\$ 160,439.86
Project Representative			8	8	8	8	8	8	8	8	8		72	\$ 56.36	\$ 4,057.88
Operations Manager			4	4	4	4	4	4	4	4	4		36	\$ 94.72	\$ 3,409.81
Administrative Assistant			8	8	8	8	8	8	8	8	32		96	\$ 44.06	\$ 4,230.03
Survey Manager			8								8		16	\$ 114.52	\$ 1,832.30
Surveying Coordinator			16								24		40	\$ 68.71	\$ 2,748.46
Survey Crew Chief			48								80		128	\$ 61.40	\$ 7,859.19
Survey Intern			20								20		40	\$ 50.40	\$ 2,016.20
Subtotals	0	0	304	353	362	342	342	352	352	308	292	0	3007		

Labor Subtotal 2014 (Regular) \$ 285,310.26

Sub-Consultant: BurnsCooleyDennis
ESTIMATED MAXIMUM FEE

Project Name

Hampstead Boulevard - Phase II

Termini Hinds County

MDO1 Project No.

STP-7635-00(001)LPA/105562-701000

Prepared By BCD

Client

WCK, Inc.

Date 5/7/2013

Overhead Rate 166.38%

Profit 12.00%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Project Engineer	\$ 60.00	\$ 99.83	\$ 19.18	\$ 179.01
Engineer	\$ 45.00	\$ 74.87	\$ 14.38	\$ 134.26
Technician	\$ 20.00	\$ 33.28	\$ 6.39	\$ 59.67
Clerical	\$ 18.00	\$ 29.95	\$ 5.75	\$ 53.70

LABOR COSTS

	Hours	Regular Billing Rate	Total
Sr. Project Manager	48	\$ 179.01	\$ 8,592.35
Project Manager	64	\$ 134.26	\$ 8,592.35
Project Engineer	680	\$ 59.67	\$ 40,575.00
Admin. Assistant	128	\$ 53.70	\$ 6,873.88

SUBTOTAL - LABOR COSTS

920 \$64,633.59

FIELD AND LABORATORY

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

SUB-TOTAL - FIELD AND LABORATORY

\$16,645.00

EXPENSE ITEMS

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

SUB-TOTAL - EXPENSE ITEMS

\$ 3,616.00

TOTAL PROPOSED FEE
\$84,894.59

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Clinton, Mississippi, will receive written sealed bids until the hour of **10 am** local time on **Wednesday, September 10, 2014** at the office of the City of Clinton located at 300 Jefferson Street, Clinton, MS 39060 (601-925-6103) for the furnishing of all labor and materials, and for performing all activities specified in the Contract Documents, for the construction of the **2013 Southern Oaks Sewer Improvements**.

A Pre-Bid Conference will be held at **10 am** local time, on **Wednesday, September 3, 2014** at the office of the City of Clinton.

The project includes **Sanitary sewer pump station and force main to serve Southern Oaks Subdivision**. Contract Time will be **(120)** consecutive calendar days, and the liquidated damages will be **\$200** per consecutive calendar day thereafter.

Plans, contract documents and proposal forms are on file for public inspection in the office of the **City of Clinton, 300 Jefferson Street, Clinton, MS 39060 (601-925-6103)**, and in the office of the Engineer, WGK, Inc., 204 W Leake St, Clinton, MS 39056 (601-925-4444). One copy of the contract documents and plans may be procured from WGK, Inc., PO Box 318 Clinton, MS 39060, upon payment of **\$125** none of which is refundable.

Bids for this work will be accepted only under the name of the Bidder to whom the Contract Documents and Addenda, if any, have been issued by the Engineer. Bids received by bidders to whom the Contract Documents were not issued by the Engineer will be returned unopened.

All bids will be publicly opened and read aloud at the hour of **10 am**, local time on **Wednesday, September 10, 2014**, at the office of the City Hall located at **300 Jefferson St., Clinton, MS, 39060**. Bids will be considered by the **City of Clinton** at or before the next regular meeting thereof to be held within thirty (30) days of the date of receipt of bids.

The **City of Clinton** reserves the right to waive any and all informalities in the bidding and to reject any and all bids.

BY ORDER OF THE **CITY OF CLINTON, CLINTON, MS**, ON THE 5th DAY OF AUGUST, 2014.

Notes: Forward to the **Clarion-Ledger** and Mississippi Contract Procurement on August 6, 2014.

Publish in the **Clarion-Ledger** on August 11, 2014 and August 18, 2014.

Furnish bill and one proof of publication to the **City of Clinton, 300 Jefferson Street, Clinton, MS 39060**.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI, FINDING LACK OF OBJECTION
OR PROTEST SUFFICIENT TO PRECLUDE THE MUNICIPALITY FROM
PROCEEDING WITH THE NECESSARY IMPROVEMENTS, BEING A PUBLIC
STREET OR ROADWAY AND THE DRAINAGE AND UTILITY
IMPROVEMENTS RELATED THERETO, AND THE ASSESSMENT OF A
PORTION OF THE COSTS OF SUCH PUBLIC STREET OR ROADWAY
AGAINST THE PROPERTY BENEFITTED AND FOR RELATED PURPOSES
OF THE HAMPSTEAD BOULEVARD PROJECT PHASE II**

WHEREAS, by resolution duly adopted on the 7th day of August, 2012, (the "Resolution of Necessity") the Mayor and Board of Aldermen of the City of Clinton, Mississippi, (respectively the "Governing Authority" and the "Municipality") determined the necessity of constructing a public street or roadway (the "Project") and further determined that Mississippi Code Annotated, Section 21-41-1, et seq., authorizes the Mayor and Board of Aldermen, being the governing authority of the City of Clinton, Mississippi, to cause local improvements in the form of a public street to be constructed either wholly or partly at the cost of the property owners benefited by such improvements by levying and collecting special assessments on such improvements in the manner provided by the aforesaid law; and

WHEREAS, the governing authority of the City of Clinton, Mississippi does, hereby determine to make the following improvements:

A paved public road including all necessary right-of-way and related drainage and utility improvement. The roadway will be hard surfaced (asphalt) street and will be a portion of Hampstead Boulevard project. The actual location of the portion of Hampstead Boulevard included as part of this local improvement project is described more fully in Exhibit "B" attached to and made a part hereof and such description includes the terminal points of this project as laid out in the Benefited Area described in Exhibit "A". The local

improvement project set out herein includes a temporary construction easement described in Exhibit "C" and a permanent easement described in Exhibit "D", all of which are attached hereto and made a part hereof.

The material to be used in this local improvement project an asphalt roadway and related drainage and utility improvements. The proposed materials are more fully described in Exhibit "E", attached hereto and made a part hereof.

The Benefited Area affected by the above improvements and against which property the cost of such improvements will be assessed is described as follows:

See Exhibit "A" attached hereto.

WHEREAS, the governing authority of the City of Clinton does hereby find, determine and adjudicate that such improvements are necessary and in the public interest and a portion of the total cost of such improvements should be assessed against the property benefited, which benefited property is hereby found and determined to be the property as hereinabove described and designated as the Benefited Area; and,

WHEREAS, the total cost of the project including allowance for contingencies, engineering, testing, interest, rights of way and legal fees for such project is estimated to be \$3,842,529.75; and,

WHEREAS, the Governing Authority of the City of Clinton does hereby find, determine and adjudicate that such improvements are necessary and in the public interest and a portion of the total cost of such improvements should be assessed against the property benefited, which benefited property is hereby found

and determined to be the property as hereinabove described and designated as the Benefited Area; and,

WHEREAS, the Governing Authority found and determined that the property owners benefitted by the Project and their addresses as shown on the land rolls of the County and against whose property a portion of the costs thereof should be assessed are: Robert M. Hederman, III, Bernice Hederman Hussey, Zachary T. Hederman, Jr., H. Henry Hederman, Jr., and Arnold M. Hederman, Jr. as Trustees by virtue of a Warranty Deed from Robert M. Hederman, Jr., et al.

WHEREAS the governing authority in the Resolution of Necessity determined the estimated total cost of the project including allowance for contingencies, engineering, testing, interest, rights of way and legal fees for such project is estimated to be \$3,842, 529.75; and,

WHEREAS, plans and specifications of the aforesaid project have been completed by Williford Gearhart and Knight, Inc. and are on file in the office of the Williford Gearhart and Knight at 204 West Leake St, Clinton, MS and on file in the office of the City Clerk at 300 Jefferson Street, Clinton, Mississippi 39056; and,

WHEREAS, the Resolution of Necessity set a public hearing to be held at 7 pm on October 16 2012,, for the purposes set out in the Resolution of Necessity to hear objections and remonstrances that may be made to said improvements and how the cost thereof shall be paid; and,

WHEREAS, the City Clerk was directed to cause publication of said notice of the public hearing to be made in the form, manner and for the time required by law and such City Clerk was directed to send a copy of the notice, by certified mail,

postage prepaid, after the first publication of the notice herein provided for, to the last known address and owners of property affected by the Resolution of Necessity as determine by the land rolls last approved by the County and to be benefited by the improvements to be made, which property owners and their last known addresses as shown by the land rolls last approved by the County;

WHEREAS, the proof of publication of the required notice is attached hereto

WHEREAS all things, acts and deeds required or contemplated by the applicable laws of the State of Mississippi and the Resolution of Necessity have been properly done and performed, and

WHEREAS at the time place and date specified in the above described Notice the Governing Authority of the City of Clinton did meet for the purpose of hearing objections and remonstrances to the construction and financing of the Project, including but not limited to the financing of the project by assessing a portion of the total costs against the property benefitted, and at such meeting the Governing Authority considered the objections, protests and remonstrances presented and hereby finds and determines the property owners owning more than fifty percent of the property involved and determined by the Governing Authority to be benefitted by the Project did not file a protest against the construction and financing the system either in person or by their representatives; and

WHEREAS, after consideration, the Governing Authority does find and determine that the improvements constituting the Project are necessary and in the public interest and that a portion of the total cost of such improvements should be assessed against the property benefitted, which is defined as the Benefitted Area.

NOW, THEREFORE:

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

- 1. After due notice in the time and manner required by law, protests, objections and remonstrances by or on behalf of the majority of the property owners owning more than fifty percent of the property involved and determined to be benefitted by the contemplated Project were not filed or presented in the time and manner required by law at the meeting of the Governing Authority held at 7 pm on October 16, 2012, for such purpose and as provided in the published notice, the Resolution of Necessity and the laws of the State of Mississippi.**
- 2. The Governing Authority does hereby find and determine that the contemplated Project is necessary and in the public interest of the City of Clinton and the citizens thereof, that the Project should be constructed in accordance with the plans and specifications on file in the office of the City clerk and that a portion that the total costs of the improvements should be assessed against the property benefitted thereby and that the costs be assessed against each lot or parcel of land benefitted by the Project shall constitute the amount of the special tax for the owners part of the cost of the Project. The assessed amount is set out in the Resolution of Necessity which is hereby incorporated herein by reference.**

3. The governing authority of the City of Clinton does hereby find and determine that the Project is specifically described as set out above
4. The Governing Authority does hereby find and determine that the property benefitted by the Project ("the Benefitted Area") is described in Exhibit "A" attached hereto
5. The Governing Authority finds and determines that the estimated cost of the Project as set out in the Resolution of Necessity is \$3,842,529.75
6. The Governing Authority finds and determines that a portion of the costs of the Project, said amount being \$842,529.75 shall be assessed against the property benefitted and designated as the Benefitted Area, the amount of such costs to be assessed against each lot or parcel of land benefitted by the Project to be fixed by subsequent resolution of the Governing Authority

SO RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, at its regularly scheduled meeting duly held on the 5th day of August, 2014.

CITY OF CLINTON, MISSISSIPPI

BY: _____

PHIL FISHER, Mayor

ATTEST:

Russell L Wall

RUSSELL WALL, City Clerk



EXHIBIT "A"
BENEFITED AREA

ALL THAT PORTION OF THE REAL PROPERTY HELD BY THE TRUSTEES
UNDER THE TERMS OF A TRUST ESTABLISHED BY A WARRANTY DEED
RECORDED IN BOOK 2424, PAGE 326, IN THE OFFICE OF THE CHANCERY
CLERK OF HINDS COUNTY, MISSISSIPPI, AT JACKSON, MISSISSIPPI, AND
LOCATED IN SECTION 33, T-6-N, R-1-W, AND LOCATED WITHIN THE
MUNICIPAL LIMITS OF THE CITY OF CLINTON, MISSISSIPPI.

EXHIBIT "B"

Hampstead Right-of-Way

Commencing at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 2,768.05 feet to a point. THENCE run East for a distance of 5,311.65 feet to a found 1/2 inch rebar lying on the North right-of-way line of Interstate Highway 20, as same exists this date, (September, 2011). Said 1/2 inch rebar being 60.75 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 49+40.14, and being the POINT OF BEGINNING of the herein described 9.77 acre parcel;

- THENCE leaving said North right-of-way line of Interstate Highway 20, run North 00° 24' 25" West for a distance of 35.78 feet to a found 1/2 inch rebar. Said 1/2 inch rebar being 30.57 feet right of and measured perpendicular to the said centerline of Hampstead Boulevard, Phase II project at Station 49+20.91;
- THENCE run North 89° 14' 25" East for a distance of 130.41 feet to a point on the proposed North right-of-way line of Hampstead Boulevard, Phase II. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 50+30.66;
- THENCE along said proposed North right-of-way line of Hampstead Boulevard, Phase II, run the following nine (9) courses:
 1. South 58° 00' 56" East for a distance of 17.55 feet to a point marking the point of curvature of a curve to the left. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 50+48.21;
 2. Along said curve to the left an arc distance of 1,029.17 feet to a point marking the point of a compound curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 61+06.24. Said curve to the left having a radius of 1,426.59 feet, a chord bearing and distance of South 78° 40' 58" East, 1,007.00 feet;
 3. Along said compound curve to the left an arc distance of 1,377.08 feet to a point marking the point of a reverse curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 75+30.80. Said compound curve to the left having a radius of 1,160.00 feet, a chord bearing and distance of North 46° 38' 28" East, 1,297.63 feet;
 4. Along said reverse curve to the right an arc distance of 485.75 feet to a point marking the point of tangency of said curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 79+94.24. Said reverse curve to the right having a radius of 870.90 feet, a chord bearing and distance of North 28° 36' 38" East, 479.48 feet;
 5. Along the tangent of said curve, run North 44° 35' 20" East for a distance of 507.54 to a point marking the point of curvature of a curve to the left. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 85+01.78;

6. Along said curve to the left, run Northeasterly an arc distance of 189.49 feet to a point marking the point of tangency of said curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+01.95. Said curve to the left having a radius of 710.00 feet, a chord bearing and distance of North 36° 56' 35" East for a distance of 188.93 feet;
7. Along the tangent of said curve, run North 29° 17' 49" East for a distance of 24.85 feet to point. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+26.80;
8. North 60° 42' 11" West for a distance of 11.96 feet to a point marking the Southeast corner of a parcel of land as conveyed to Wal Mart Real Estate Business Trust, and recorded in Deed Book 5107, Page 96 in aforesaid Chancery Clerk's office of Hinds County, First Judicial District. Said point being 51.96 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+26.80;
9. Along the Easterly line of said "Wal Mart" property being the same as said proposed North right-of-way line, run North 29° 46' 14" East for a distance of 567.25 feet to a point marking a point on the West right-of-way line of existing Hampstead Boulevard as recorded in Deed Book 5262, Page 725. Said point being 55.95 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project extended at Station 92+83.68;
- THENCE along said West right-of-way line run the following two (2) courses:
 1. South 59° 27' 43" East for a distance of 16.20 feet to a point. Said point being 40.00 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project extended at Station 92+86.22;
 2. Southwesterly along a curve to the left an arc distance of 88.47 feet to a point. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 92+05.77. Said curve to the left having a radius of 441.28 feet, a chord bearing and distance of South 35° 05' 49" West, 88.32 feet;
- THENCE run South 60° 38' 47" East for a distance of 80.00 feet to a point on the proposed South right-of-way line of said Hampstead Boulevard, Phase II. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 92+05.77;
- THENCE along said proposed South right-of-way line, run the following five (5) courses:
 1. South 29° 17' 49" West for a distance of 503.79 feet to a point marking the point of curvature of a curve to the right. Said 1/2 inch rebar set being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+01.95;
 2. Along said curve to the right, run Southwesterly along the arc of said curve an arc distance of 210.85 feet to a point at the point of tangency of said curve. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 85+01.78. Said curve to the right having a radius of 790.00, a chord bearing and distance of South 36° 56' 35" West, 210.22 feet;

3. Along the tangent of said curve, run South $44^{\circ} 35' 20''$ West for a distance of 507.54 feet to a point marking the point of curvature of a curve to the left. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 79+94.24;
 4. Southwesterly along said curve to the left an arc distance of 441.13 feet to a point marking the point of a reverse curve to the right. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 75+30.80. Said curve to the left having a radius of 790.90 feet, a chord bearing and distance of South $28^{\circ} 36' 38''$ West, 435.43 feet;
 5. Southwesterly along said reverse curve to the right an arc distance of 1,472.05 to a point. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 61+06.24. Said reverse curve to the right having a radius of 1,240.00 feet and a chord bearing and distance of South $46^{\circ} 38' 28''$ West, 1,387.12 feet;
- THENCE leaving said proposed South right-of-way line, run South $52^{\circ} 57' 52''$ West for a distance of 66.87 feet to a point. Said point being 72.21 feet right of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 60+49.79;
 - THENCE run South $73^{\circ} 56' 01''$ West for a distance of 446.03 feet to a point on the aforementioned North right-of-way line of Interstate Highway No. 20. Said 1/2 inch rebar set being 200.66 feet right of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 56+57.53;
 - THENCE along said North right-of-way line, run North $58^{\circ} 09' 22''$ West for a distance of 781.00 feet back to the POINT OF BEGINNING, containing 9.77 acres, (425,657 square feet), more or less.

EXHIBIT "C"

Temporary Easement:

PARCEL 1:

Commencing at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 2,870.47 feet to a point. THENCE run East for a distance of 5,770.48 feet to a point being 55.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 54+00.00 and being the POINT OF BEGINNING of the herein described 0.52 acre temporary construction easement 1;

- THENCE run North 18° 14' 28" East for a distance of 105.00 feet to a point being 160.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 54+00.00;
- THENCE run North 80° 04' 58" East for a distance of 166.97 feet to a point being 230.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 55+75.00;
- THENCE run South 11° 24' 15" West for a distance of 175.00 feet to a point being 55.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 55+75.00;
- THENCE run Northwesterly along a curve to the right an arc distance of 168.44 feet back to the POINT OF BEGINNING of the herein described temporary construction easement 1. Said curve to the right having a radius of 1,411.59 feet, a chord bearing and distance of North 75° 10' 39" West, 168.34 feet. Above described temporary construction easement containing 0.52 acres, (22,714 square feet), more or less.

PARCEL 2:

Commencing at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 2,936.93 feet to a point. THENCE run East for a distance of 6,099.92 feet to a point being 55.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 57+50.00 and being the POINT OF BEGINNING of the herein described 0.52 acre temporary construction easement 2;

- THENCE run North 04° 34' 03" East for a distance of 175.00 feet to a point being 230.00 left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II at Station 57+50.00;
- THENCE run South 73° 09' 29" East for a distance of 179.00 feet to a point being 180.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II at Station 59+50.00;
- THENCE run South 03° 14' 46" East for a distance of 125.00 feet to a point being 55.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II at Station 59+50.00;
- THENCE run Northwesterly along a curve to the right an arc distance of 192.50 feet back to the POINT OF BEGINNING of the herein described temporary construction easement 2. Said curve to the right having a radius of 1,411.59 feet, a chord bearing and distance of North 89° 20' 22" West, 192.35 feet. Above described temporary construction easement containing 0.64 acres, (27,719 square feet), more or less.

EXHIBIT "D"

Permanent Drainage and Utility Easement:

PARCEL 1:

Commencing at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 2,730.54 feet to a point. THENCE run East for a distance of 5,441.79 feet to a point being 40.00 feet left of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 50+30.66 and being the POINT OF BEGINNING of the herein described 1.88 acre permanent drainage and utility easement 1;

- THENCE run North 89° 14' 25" East for a distance of 27.75 feet to a point being 55.00 feet left of and measured perpendicular to the said centerline of Hampstead Boulevard, Phase II project at Station 50+54.23;
- THENCE along a line 15 feet perpendicular to and parallel with the North right-of-way line of the proposed Hampstead Boulevard Phase II, run Southeasterly along a curve to the left an arc distance of 501.24 feet to a point. Said point being 55.00 feet left of and measured radially to the said centerline of Hampstead Boulevard, Phase II project at Station 55+75.00. Said curve to the left having a radius of 1411.59 feet and a chord bearing and distance of South 68° 25' 24" East, 498.61 feet to a point;
- THENCE leaving said parallel line, run North 11° 24' 15" East for a distance of 175.00 feet to a point. Said point being 230.00 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 55+75.00;
- THENCE run South 82° 00' 51" East for a distance of 147.47 feet to a point. Said point being 230.00 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 57+50.00;
- THENCE run South 04° 34' 03" West for a distance of 175.00 feet to a point. Said point being 55.00 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 57+50.00;
- THENCE along a line 15 feet perpendicular to and parallel with the aforesaid North right-of-way line of the proposed Hampstead Boulevard Phase II, run the follow six (6) courses:
 1. Easterly along a curve to the left an arc distance of 342.88 feet to a point of a compound curve to the left. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 61+06.24. Said curve to the left having a radius of 1411.59 feet and a chord bearing and distance of North 87° 36' 31" East, 342.04 feet;
 2. Northeasterly along said compound curve to the left an arc distance of 1359.27 feet to a point of reverse curve. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 75+30.80. Said compound curve to the left having a radius of 1145.00 and a chord bearing and distance of North 46° 38' 28" East, 1280.85 feet;
 3. Northeasterly along said reverse curve to the right an arc distance of 494.11 feet to the point of tangency of said reverse curve. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 79+94.24. Said reverse curve to the right having a radius of 885.90 feet and a chord bearing and distance of North 28° 36' 38" East, 487.73 feet;
 4. North 44° 35' 20" East along the tangent of said reverse curve for a distance of 507.54 feet to the point of curvature of a curve to the left. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 85+01.78.;

5. Northeasterly along said curve to the left an arc distance of 185.49 feet to the point of tangency of said curve. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+01.95. Said curve to the left having a radius of 695.00 feet and a chord bearing and distance of North 36° 56' 35" East, 184.94 feet;
 6. North 29° 17' 49" East for a distance of 24.88 feet to a point on the Southerly line of a parcel of land as conveyed to Wal-Mart Real Estate Business Trust and recorded in Deed Book 5107, Page 96 in the above referenced Chancery Clerk's Office. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+26.80.
- THENCE along said Wal-Mart Southerly line and an extension thereof, run South 60° 42' 11" East for a distance of 15.00 feet to a point on aforesaid North right-of-way line of proposed Hampstead Boulevard Phase II. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+26.80;
 - THENCE along said North right-of-way line of proposed Hampstead Boulevard Phase II, run the following seven (7) courses:
 1. South 29° 17' 49" West for a distance of 24.85 feet to the point of curvature of a curve to the right. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+01.95;
 2. Southwesterly along a said curve to the right an arc distance of 189.49 feet to the point of tangency of said curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 85+01.78. Said curve to the right having a radius of 710.00 feet and a bearing chord and distance of South 36° 56' 35" West, 188.93 feet to the point of tangency of said curve;
 3. South 44° 35' 20" West along the tangency of said curve for a distance of 507.54 feet to the point of curvature of a curve to the left. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 79+94.24;
 4. Southwesterly along said curve to the left an arc distance of 485.75 feet to a point of reverse curve to the right. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 75+30.80. Said curve to the left having a radius of 870.90 feet and a chord bearing and distance of South 28° 36' 38" West, 479.48 feet;
 5. Southwesterly along a reverse curve to the right an arc distance of 1377.08 feet to a point of a compound curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 61+06.24. Said curve to the right having a radius of 1160.00 feet, a chord bearing and distance of South 46° 38' 28" West, 1297.63 feet;
 6. Westerly along said compound curve to the right an arc distance of 1029.17 feet to the point of tangency of said compound curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 50+48.21. Said compound curve having a radius of 1426.59 feet, a chord bearing and distance of North 78° 40' 58" West, 1007.00 feet;
 7. North 58° 00' 56" West for a distance of 17.55 feet back to the POINT OF BEGINNING of the herein described permanent drainage and utility easement parcel 1, containing 1.88 acres, (81,980 square feet), more or less.

PARCEL 2:

Commence at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 3,035.50 feet to a point. THENCE run East for a distance of 6,431.77 feet to a point being 55.00 feet right of and measured

perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 60+79.16 and being the POINT OF BEGINNING of the herein described 1.09 acre permanent drainage and utility easement 2;

- THENCE along the South right-of-way line of proposed Hampstead Boulevard Phase II, run the following six (6) courses:
 1. North $52^{\circ} 57' 52''$ East for a distance of 31.73 feet to a point. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 61+06.24;
 2. Northeasterly along a curve to the left an arc distance of 1472.05 feet to a point of reverse curve. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 75+30.80. Said curve to the left having a radius of 1240.00 feet, a chord bearing and distance of North $46^{\circ} 38' 28''$ East, 1387.12 feet;
 3. Northeasterly along said reverse curve to the right an arc distance of 441.13 feet to the point of tangency of said reverse curve. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 79+94.24. Said reverse curve to the right having a radius of 790.90 feet, a chord bearing and distance of North $28^{\circ} 36' 38''$ East, 435.43 feet;
 4. North $44^{\circ} 35' 20''$ East for a distance of 507.54 feet to the point of curvature of a curve to the left. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 85+01.78;
 5. Northeasterly along said curve to the left an arc distance of 210.85 feet to the point of tangency of said curve. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 87+01.95. Said curve to the left having a radius of 790.00 and a chord bearing and distance of North $36^{\circ} 56' 35''$ East, 210.22 feet;
 6. North $29^{\circ} 17' 49''$ East for a distance of 502.13 feet to a point on the Southerly line of a parcel of land as conveyed to Powers Road Associates and recorded in Deed Book 5577, Page 860 in the above referenced Chancery Clerk's Office. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 92+04.08;

THENCE leaving aforesaid South right-of-way line of proposed Hampstead Boulevard Phase II and along said Southerly line of the "Powers Road Associates" parcel, run South $60^{\circ} 42' 28''$ East for a distance of 15.00 feet to a point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 92+04.08;

THENCE along a line which is fifteen (15) feet perpendicular to and running parallel with said South right-of-way line of proposed Hampstead Boulevard Phase II, run the following six (6) courses:

1. South $29^{\circ} 17' 49''$ West for a distance of 502.13 feet to the point of curvature of a curve to the right. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 87+01.95;
2. Southwesterly along said curve to the right an arc distance of 214.85 feet to the point of tangency of said curve. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 85+01.78. Said curve to the right having a radius of 805.00 feet and a chord bearing and distance of South $36^{\circ} 56' 35''$ West, 214.21 feet.
3. South $44^{\circ} 35' 20''$ West along the tangency of said curve for a distance of 507.54 feet to the point of curvature of a curve to the left. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 79+94.24.

4. Southwesterly along said curve to the left an arc distance of 432.76 to a point of reverse curve. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 75+30.80. Said curve to the left having a radius of 775.90 feet and a chord bearing and distance of South $28^{\circ} 36' 38''$ West, 427.17 feet.
5. Southwesterly along said reverse curve an arc distance of 1489.86 feet to a point of a compound curve. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 61+06.24. Said reverse curve having a radius of 1255.00 feet and a chord bearing and distance of South $46^{\circ} 38' 28''$ West, 1403.90 feet.
6. Southwesterly along said compound curve to the right an arc distance of 28.10 feet back to the POINT OF BEGINNING of the herein described permanent drainage and utility easement 2. Said compound curve to the right having a radius of 1521.59 feet and a chord bearing and distance of South $81^{\circ} 10' 45''$ West, 28.09 feet. Above described permanent 15 foot wide drainage and utility easement containing 1.09 acres, (47,318 square feet), more or less.

EXHIBIT "E"

CITY OF CLINTON, MS
 HAMPSTEAD BOULEVARD - PHASE II
 STP-7635-00(001)LPA/105562-701000
 Revised 7/23/2012

ESTIMATED CONSTRUCTION COSTS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
PARTICIPATING ITEMS:					
EARTHWORK ITEMS					
201-A001	Clearing and Grubbing	LS	1.0	\$ 150,000.00	\$ 150,000.00
203-A003	Unclassified Excavation, FM, AH	CY	23,398	\$ 5.00	\$ 116,990.00
203-EX017	Borrow Excavation, AH, FME, Class B9-6	CY	6,199	\$ 17.50	\$ 108,485.09
203-F001	Channel Excavation, FM	CY	3,500	\$ 7.00	\$ 24,500.00
203-G003	Excess Excavation, FM, AH	CY	4,259	\$ 5.00	\$ 21,295.00
206-A001	Structure Excavation	CY	4,305	\$ 9.50	\$ 40,896.84
206-B001	Select Material for Undercuts, Contractor Furnished, FM	CY	2,780	\$ 35.00	\$ 97,300.00
209-A005	Geotextile Stabilization, Type VI, Non-Woven	SY	7,833	\$ 2.00	\$ 15,666.67
Subtotal Earthwork Items					\$ 575,133.59
ROADSIDE DEVELOPMENT ITEMS					
211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	2,500	\$ 15.00	\$ 37,500.00
907-225-A001	Grassing	ACRE	10	\$ 1,500.00	\$ 15,000.00
907-226-A001	Temporary Grassing	ACRE	10	\$ 1,200.00	\$ 12,000.00
907-227-A002	Hydroseeding, Temporary Grassing	ACRE	5	\$ 2,000.00	\$ 10,000.00
234-A001	Temporary Silt Fence	LF	3,550	\$ 3.75	\$ 13,312.50
907-234-D001	Inlet Siltation Guard	EA	28	\$ 750.00	\$ 21,000.00
235-A001	Temporary Erosion Checks	BALE	100	\$ 15.00	\$ 1,500.00
236-A004	Silt Basin, Type D	EA	3	\$ 2,400.00	\$ 7,200.00
907-237-A003	Wattles, 20"	LF	2,000	\$ 5.00	\$ 10,000.00
907-245-A001	Triangular Silt Dike	LF	400	\$ 11.00	\$ 4,400.00
907-247-A001	Temporary Stream Diversion	EA	1	\$ 4,000.00	\$ 4,000.00
Subtotal Roadside Development Items					\$ 135,912.50
SUBBASE & BASE ITEMS					
907-304-A005	Granular Material, LVM, Class 9, Group C	CY	5,189	\$ 10.00	\$ 51,886.67
305-B001	Size I Stabilizer Aggregate, Coarse	CY	60	\$ 75.00	\$ 4,500.00
907-307-C003	6" Soil-Lime-Water Mixing, Class C	SY	6,206	\$ 2.00	\$ 12,412.67
907-307-D001	Lime	TON	84	\$ 175.00	\$ 14,709.87
907-308-A001	Portland Cement	TON	363	\$ 150.00	\$ 54,474.54
907-308-B001	Soil-Cement-Water Mixing, Optional Mixers, Base	SY	20,750	\$ 1.75	\$ 36,312.31
907-308-B002	Soil-Cement-Water Mixing, Optional Mixers, Design Soil	SY	14,528	\$ 2.00	\$ 29,056.53
Subtotal Subbase & Base Items					\$ 203,352.58
ASPHALT ITEMS					
907-403-A011	Hot Mix Asphalt, ST, 12.5-mm mixture	TON	2,389	\$ 90.00	\$ 215,028.00
907-403-A012	Hot Mix Asphalt, ST, 19-mm mixture	TON	3,345	\$ 90.00	\$ 301,039.20
	OR				
907-403-M003	Warm Mix Asphalt, ST, 12.5-mm mixture	TON	2,389	\$ 90.00	\$ 215,028.00
907-403-M004	Warm Mix Asphalt, ST, 19-mm mixture	TON	3,345	\$ 90.00	\$ 301,039.20

907-407-A001	Asphalt for Tack Coat	GAL	1,303	\$ 2.15	\$ 2,801.67
408-A002	Asphalt for Prime Coat, Emulsified EA-1	GAL	6,081	\$ 2.75	\$ 16,723.44
Subtotal Asphalt Items					\$ 535,592.31
DRAINAGE ITEMS					
907-601-B003	Class "B" Structural Concrete, Minor Structures	CY	146	\$ 1,000.00	\$ 146,000.00
602-A001	Reinforcing Steel	LB	13,736	\$ 1.00	\$ 13,736.00
603-CA002	18" Reinforced Concrete Pipe, Class III	LF	1,829	\$ 40.00	\$ 73,160.00
603-CA003	24" Reinforced Concrete Pipe, Class III	LF	1,739	\$ 55.00	\$ 95,645.00
603-CA004	30" Reinforced Concrete Pipe, Class III	LF	634	\$ 65.00	\$ 41,210.00
603-CA005	36" Reinforced Concrete Pipe, Class III	LF	8	\$ 90.00	\$ 720.00
603-CB001	18" Reinforced Concrete End Section	EA	1	\$ 650.00	\$ 650.00
603-CB003	30" Reinforced Concrete End Section	EA	2	\$ 950.00	\$ 1,900.00
603-CB004	36" Reinforced Concrete End Section	EA	1	\$ 1,400.00	\$ 1,400.00
603-SB030	24" Branch Connection, Stub into Concrete Box Culvert Wingwall	EA	1	\$ 500.00	\$ 500.00
603-SB045	18" Branch Connection, Stub into Existing Inlet	EA	2	\$ 1,200.00	\$ 2,400.00
604-A001	Castings	LB	2,528	\$ 3.50	\$ 8,848.00
605-AA003	Geotextile for Subsurface Drainage, Type III	SY	4,129	\$ 5.00	\$ 20,642.72
605-W001	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM	CY	325	\$ 55.00	\$ 17,859.44
605-W002	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM	CY	1,460	\$ 40.00	\$ 58,416.66
608-B001	Concrete Sidewalk, With Reinforcement	SY	2,425	\$ 50.00	\$ 121,250.00

ESTIMATED CONSTRUCTION COSTS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
609-D008	Combination Concrete Curb and Gutter Type 3A	LF	8,688	\$ 40.00	\$ 347,520.00
Subtotal Drainage Items					\$ 951,857.81
INCIDENTAL CONSTRUCTION ITEMS:					
907-617-A001	Right-of-Way Marker	EA	16	\$ 275.00	\$ 4,400.00
618-A001	Maintenance of Traffic	LS	1	\$ 5,000.00	\$ 5,000.00
620-A001	Mobilization	LS	1	\$ 300,000.00	\$ 300,000.00
907-699-A001	Roadway Construction Stakes	LS	100%	\$ 30,000.00	\$ 30,000.00
Subtotal Incidental Construction Items					\$ 339,400.00
PAVEMENT MARKING ITEMS:					
907-626-C008	6" Thermoplastic Edge Stripe, Continuous White	LF	8,687	\$ 0.50	\$ 4,343.50
907-626-D003	6" Thermoplastic Traffic Stripe, Skip Yellow	MI	2	\$ 1,500.00	\$ 2,475.00
907-626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	8,687	\$ 0.50	\$ 4,343.50
907-626-H005	Thermoplastic Legend, White	SF	590	\$ 6.00	\$ 3,540.00
627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	652	\$ 3.00	\$ 1,956.00
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	46	\$ 20.00	\$ 920.00
630-C004	Steel U-Section Posts, 3.0 to 3.5 lb/ft	LF	106	\$ 10.00	\$ 1,060.00
Subtotal Pavement Marking Items					\$ 18,638.00
BRIDGE AND SLOPE STABILIZATION ITEMS:					
907-804-B001	Box Bridge Concrete, Class B	CY	573	\$ 400.00	\$ 229,200.00
805-A001	Reinforcement	LB	60,820	\$ 1.00	\$ 60,820.00
815-A004	Loose Riprap, Size 300	SY	2,150	\$ 55.00	\$ 118,250.00
815-E001	Geotextile Fabric under Riprap	SY	2,500	\$ 3.00	\$ 7,500.00
815-F002	Sediment Control Stone	TON	141	\$ 67.00	\$ 9,447.00
Subtotal Bridge and Slope Stabilization Items					\$ 425,217.00
NON-PARTICIPATING ITEMS:					
WATER ITEMS:					
907-261-A005	18" Steel Casing	LF	70	\$ 85.00	\$ 5,950.00
907-265-A006	12" Dia. C900 Water Main	LF	4,475	\$ 25.00	\$ 111,875.00
907-265-C010	12" Dia. Valves	EA	3	\$ 1,750.00	\$ 5,250.00
907-265-F003	6" Fire Hydrant Assembly	EA	9	\$ 3,000.00	\$ 27,000.00
907-265-J004	Connection to Existing Waterline	EA	2	\$ 2,500.00	\$ 5,000.00
907-265-K006	Compact Ductile Iron Fittings	LB	4,475	\$ 1.50	\$ 6,712.50
Subtotal Water Items					\$ 161,787.50

RECAP OF ITEMS

Participating:		
Subtotal Earthwork Items	\$	575,133.59
Subtotal Roadside Development Items	\$	135,912.50
Subtotal Subbase & Base Items	\$	203,352.58
Subtotal Asphalt Items	\$	535,592.31
Subtotal Drainage Items	\$	951,857.81
Subtotal Incidental Construction Items	\$	339,400.00
Subtotal Pavement Marking Items	\$	18,638.00
Subtotal Bridge and Slope Stabilization Items	\$	425,217.00
Total Participating		\$ 3,185,103.80
Non-Participating:		
Subtotal Water Items	\$	161,787.50
Construction Contingency	\$	167,344.57
Construction Engineering, Inspection and Testing	\$	328,293.88
TOTAL ESTIMATE		\$ 3,842,529.75