



**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN
TUESDAY, DECEMBER 3, 2024 – 6:00 PM
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 Wilbanks. The Pledge of Allegiance was led by Alderwoman Oliver.

ROLL CALL City Clerk, Jimmy Baldree

Alderman Martin was absent. All other members were present.

RECOGNITIONS

Mayor Fisher recognized Courtney Nunn, Director of Parks and Recreation, for becoming a Certified Parks and Recreation Professional.

APPROVAL OF CONSENT AGENDA ITEMS A – F WITH B REMOVED

Upon **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Chapman the Board approved Consent Items A – F with Item B removed. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CONSENT AGENDA ITEM B

Upon **MOTION** made by Alderman Chapman and **SECONDED** by Alderman Lott the Board approved Consent Item B. Alderman Wilbanks left the meeting at 6:02 pm and returned to the meeting at 6:03 pm. He did not participate in the discussion of this item nor did he vote on this item. **MOTION CARRIED UNANIMOUSLY**

DEPARTMENT HEAD REPORTS

Fire Chief Jeff Blackledge updated the Board on recent activities of the Fire Department, including an update on the LED Lighting Project at Stations 1 and 3, an overview of the year-to-date service calls breakdown, and training efforts.



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BOARD OF ALDERMAN DISCUSSION AND REPORTS

MOTION made by Alderwoman Oliver and **SECONDED** by Alderman Wilbanks, the Board approved the following appointments: Timothy Presson as nominated by Alderman Wilbanks to the Parks and Recreation Advisory Board, Jade Roberts as nominated by Alderman Lott to the Parks and Recreation Advisory Board, and Dave Ellis as nominated by Alderwoman Garrett to the Planning and Zoning Board. **MOTION CARRIED UNANIMOUSLY**

MAYOR'S DISCUSSION AND REPORTS

DISCUSSION/ACTION – APPROVE CANCELLING THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI TO BE HELD ON DECEMBER 17, 2024 AND TO SET THE NEXT MEETING ON JANUARY 7, 2025

Upon presentation by Jimmy Baldree, City Clerk, **MOTION** made by Alderwoman Garrett and **SECONDED** by Alderwoman Godfrey the Board approved cancelling the Regular Meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi to be held on December 17, 2024 and to set the next Meeting on January 7, 2025. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – ADVERTISEMENT OF NOTICE OF INTENT TO RAISE THE GARBAGE RATES

Upon presentation by Jimmy Baldree, City Clerk, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Chapman the Board approved to advertise a Notice of Intent to raise the Garbage Rates. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – AUTHORIZATION FOR CENTURY CONSTRUCTION GROUP TO PROCEED WITH PRODUCTION OF PRE-QUALIFICATION REQUIREMENTS AND SCOPES OF WORK, AND TO ADVERTISE FOR SERVICES RELATED TO PHASE 2 OF THE 80/20 RISING SPRING DEVELOPMENT PROJECT

Upon presentation by Jimmy Baldree, City Clerk, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderwoman Garrett the Board authorized for Century Construction Group to proceed with production of pre-qualification requirements and scopes of work, and to advertise



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for services related to Phase 2 of the 80/20 Rising Spring Development Project. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVAL FOR A PAYMENT TO ENTERGY MISSISSIPPI IN AN AMOUNT NOT TO EXCEED \$456,500.00 FOR RELOCATION OF POWER LINES, WITHIN THE 80/20 RISING SPRING DEVELOPMENT PROJECT

Upon presentation by Jimmy Baldree, City Clerk, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Chapman the Board approved a payment to Entergy Mississippi in an amount not to exceed \$456,500.00 for relocation of power lines, within the 80/20 Rising Spring Development Project. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVAL OF A COST RECOVERY ORDINANCE WRITTEN BY THE FIRE DEPARTMENT IMPLEMENTING A PROGRAM TO CHARGE MITIGATED RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE CLINTON FIRE DEPARTMENT

Upon presentation by Jeff Blackledge, Fire Chief, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Chapman the Board approved a Cost Recovery Ordinance written by the Fire Department implementing a program to charge mitigated rates for the deployment of emergency and non-emergency services by the Clinton Fire Department. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVAL TO PURCHASE (1) TORO PRO CORE SR70 IN THE AMOUNT OF \$33,739.24 FOR THE PARKS AND RECREATION DEPARTMENT

Upon presentation by Courtney Nunn, Director of Parks and Recreation, **MOTION** made by Alderman Chapman and **SECONDED** by Alderman Lott the Board approved to purchase (1) Toro Pro Core SR70 in the amount of \$33,739.24 for the Parks and Recreation Department. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN MISSISSIPPI MAIN STREET AND THE CITY OF CLINTON

Upon presentation by Tara Lytal, Director of Main Street, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Chapman the Board approved a Memorandum of



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Agreement between Mississippi Main Street and the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – CONSIDERATION OF PROFESSIONAL SERVICES
AGREEMENT FOR THE CRBWA FORCE MAIN IMPROVEMENTS PROJECT
BETWEEN THE CITY OF CLINTON AND WGK, INC.**

Upon presentation by Greg Gearhart, P.E. Consulting Engineer, **MOTION** made by Alderman Lott and **SECONDED** by Alderwoman Oliver the Board approved an agreement for the CRBWA between the City of Clinton and WGK, Inc. **MOTION CARRIED UNANIMOUSLY**

ALDERMAN MARTIN JOINED THE MEETING AT 6:30 PM

**DISCUSSION/ACTION – APPROVAL TO ALLOW THE CITY OF CLINTON TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MDOT FOR THE
PURPOSE OF INSTALLING AND MAINTAINING TRAFFIC SIGNALS AT
INTERSECTIONS ON HIGHWAY 80, SPRINGRIDGE ROAD, AND CLINTON
RAYMOND ROAD**

Upon presentation by Phillip Lilley, Director of Public Works, **MOTION** made by Alderman Chapman and **SECONDED** by Alderman Wilbanks the Board approved to allow the City of Clinton to enter into a Memorandum of Understanding with MDOT for the purpose of installing and maintaining traffic signals at intersections on Highway 80, Springridge Road, and Clinton Raymond Road. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – ARCHITECTURAL REVIEW – SAM GRAHAM – 101 CROSS
PARK DRIVE – WARD 1**

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderman Lott and **SECONDED** by Alderwoman Godfrey the Board approved an Architectural Review for Sam Graham at 101 Cross Park Drive in Ward 1. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – UNKEMPT PROPERTY LOCATED AT 1518 TWIN OAKS
PARCEL 2860-836-513 – WARD 4**



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Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderwoman Garrett the Board approved a Resolution for Unkempt Property located at 1518 Twin Oaks Parcel 2860-836-513 in Ward 4. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – UNKEMPT PROPERTY LOCATED AT 415 TRAILWOOD DRIVE PARCEL 2862-160-11 – WARD 2

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Chapman the Board approved a Resolution for Unkempt Property at 415 Trailwood Drive Parcel 2862-160-11 in Ward 2 with a 30 days allowance for the Management Company to address the issues. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPEAL THE INTERPRETATION OF THE DIRECTOR OF COMMUNITY DEVELOPMENT AS IT PERTAINS TO NON-CONFORMING SIGNS – ARROW WINE AND SPIRITS – WARD 4

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderwoman Garrett and **SECONDED** by Alderwoman Oliver the Board denied an appeal to the interpretation of the Director of Community Development as it pertains to Non-Conforming signs brought by Arrow Wine and Spirits in Ward 4. **MOTION CARRIED UNANIMOUSLY**

EMPLOYMENT ITEMS

MOTION made by Alderman Wilbanks and **SECONDED** by Alderwoman Godfrey the Board approved hiring, contingent on the successful completion of the hiring process, McDaniel David Weathersby as an Athletic Fields Foreman for the Parks and Recreation Department. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderwoman Garrett and **SECONDED** by Alderman Wilbanks, the Board approved to enter into a Closed Session.

MOTION made by Alderman Chapman and **SECONDED** by Alderman Wilbanks, the Board approved to enter into an Executive Session.



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MOTION made by Alderman Wilbanks and **SECONDED** by Alderwoman Oliver, the Board approved to terminate the employment of Kenkalelus Aldridge from the Public Works Department for Job Abandonment (failure to report to work).

MOTION made by Alderman Wilbanks and **SECONDED** by Alderwoman Garrett, the Board approved to exit out of a Closed and Executive Session.

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 an unkempt property located at Hinds County Tax Parcel 2860-836-513, better known as 1518 Twin Oaks Drive, Clinton, Mississippi, and after full consideration of the matter, Alderwoman Oliver 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 Hinds County Tax Parcel 2860-836-513, better known as 1518 Twin Oaks Drive, 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 tax parcel 2860-836-513 better known as 1518 Twin Oaks Drive, 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 6:00 p.m. on December 3, 2024, at the Court Room of the Police and Justice Department, 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, and to remove trash and debris or demolition of said property.

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

1. It is hereby adjudicated that the property located at Hinds County Parcel 2860-836-513, better known as 1518 Twin Oaks Drive, 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, and to remove junk cars, trash and debris or 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.

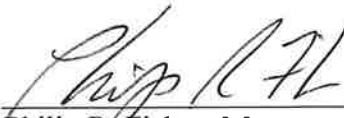
A Motion for adoption was seconded by Alderwoman Garrett and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or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

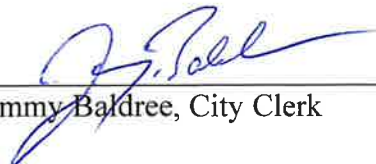
Alderwoman Garrett voted:	Aye
Alderwoman Godfrey voted:	Aye
Alderman Martin voted:	Aye
Alderman Chapman voted:	Aye
Alderman Wilbanks voted:	Aye
Alderwoman Oliver voted:	Aye
Alderman Lott voted:	Aye

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

The foregoing resolution was approved the 3rd day of December, 2024

CITY OF CLINTON

BY: 
Philip R. Fisher, Mayor

ATTEST: 
Jimmy Baldree, City Clerk

(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 an unkempt property located at Hinds County Tax Parcel 2862-160-11, better known as 415 Trailwood Dr., Clinton, Mississippi, and after full consideration of the matter, Alderwoman Oliver 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 Hinds County Tax Parcel 2862-160-11, better known as 415 Trailwood Dr., 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 tax parcel 2862-160-11 better known as 415 Trailwood Dr., 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 6:00 p.m. on December 03rd, 2024, at the Court Room of the Police and Justice Department, 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, and to remove trash and debris or demolition of said property.

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

1. It is hereby adjudicated that the property located at Hinds County Parcel 2862-160-11, better known as 415 Trailwood Dr., 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, and to remove junk cars, trash and debris or 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 Chapman 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:

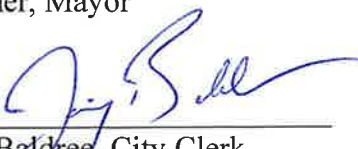
Alderwoman Garrett voted:	Aye
Alderwoman Godfrey voted:	Aye
Alderman Martin voted:	Aye
Alderman Chapman voted:	Aye
Alderman Wilbanks voted:	Aye
Alderwoman Oliver voted:	Aye
Alderman Lott voted:	Aye

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

The foregoing resolution was approved the 3rd, December 2024

CITY OF CLINTON

BY: 
Philip R. Fisher, Mayor

ATTEST: 
Jimmy Baldree, City Clerk

(SEAL)



ORDINANCE NO: _____

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE CLINTON FIRE DEPARTMENT.

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the Clinton Fire Department desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CLINTON FIRE DEPARTMENT:

SECTION 1: The Clinton Fire Department shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5: This Ordinance shall take effect thirty days (30) from the date of adoption as permitted by law.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

THE ABOVE WAS PASSED

Yea ☒

Nay ☐

Certified by the Clerk: *J. Bell*



Signature: *Philip R. Fisher*

Name (printed): Philip R. Fisher

Title: Mayor

Date: 12/4/2024

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$602.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$687.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$838.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,811.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$553.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using itemized rates deemed usual.

customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$972.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,473.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$8,199.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$554 plus \$68 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,110 plus \$68 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,747 plus \$68 per hour per rescue person, plus \$134 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$554 plus \$68 per hour, per rescue person. Additional rates of \$554 per hour per response vehicle and \$68 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$347 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$554 per hour.

Truck billed at \$693 per hour.

Miscellaneous equipment billed at \$416.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



This is an AGREEMENT, effective as of _____ (effective date) by and between **City of Clinton** (hereafter called *Owner*) and WGK, Inc. (hereafter called *WGK*). The *Owner* hereby retains *WGK* for certain Professional Services, described as **CRBWA Force Main Improvements**, (hereafter called *Project*) The *Owner* and *WGK* also hereby acknowledge the attachment of the items listed herein below, and agree that all such documents shall be incorporated into this AGREEMENT by reference:

- ☒ The OWNER's responsibilities, incorporated herein as Exhibit A
- ☒ The Scope of Professional Services, incorporated herein as Exhibit B
- ☒ The Compensation Schedule, incorporated herein as Exhibit C
- ☒ Project Scope & Design Criteria, incorporated herein as Exhibit D
- ☒ Federal Requirements, incorporated herein as Exhibit E

The OWNER's official designated representative for this Project shall be: **Philip R. Fisher, Mayor**. WGK's official designated representative for this Project shall be: **Greg Gearhart, PE, BCEE**. The WGK Project Number shall be: **2024-459-00**

The OWNER hereby employs WGK to perform the Professional Services described herein; WGK agrees to provide the Services prescribed herein, and the OWNER agrees to compensate WGK for the Services rendered under this AGREEMENT. The OWNER and WGK further agree to the following general terms and conditions:

1. Basic Agreement

- A. WGK shall provide, or cause to be provided, the Services set forth in this AGREEMENT, and OWNER shall compensate WGK for such Services as set forth in this AGREEMENT.

2. Controlling Law

- A. The laws of the State of Mississippi shall govern the validity, interpretation and performance of the terms set forth in this AGREEMENT. This AGREEMENT is made between the OWNER and WGK, and it is agreed that this AGREEMENT constitutes the entire AGREEMENT, superseding any prior negotiations, correspondence or agreements, either oral or written.
- B. If any provision contained in this AGREEMENT is held illegal, invalid or unenforceable, for any reason, the remaining provisions shall remain unimpaired.
- C. Neither party to this AGREEMENT shall assign this AGREEMENT or any portion thereof, without the written consent of the other party.
- D. This AGREEMENT, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

3. Owner's General Responsibilities

- A. The person designated by the OWNER above shall be the official contact responsible for the Services to be rendered under this AGREEMENT, and shall be authorized to act

with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT. The OWNER's representative shall examine and promptly respond to WGK's inquiries and submissions, and shall give prompt written notice to WGK whenever he observes or otherwise becomes aware of any defect in the Services or Project.

- B. The OWNER shall provide WGK free, safe and timely access to any premises necessary for WGK to perform the Services to be rendered under this AGREEMENT. OWNER shall also notify any and all possessors of the Project site that the OWNER has granted WGK access to the Project site.
- C. The OWNER shall promptly report to WGK any defects or suspected defects in WGK's Services of which the OWNER becomes aware, so that WGK may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/Contractor contract and shall require all subcontracts at any level to maintain a like requirement. Failure by OWNER and OWNER'S contractors or subcontractors to notify WGK shall relieve WGK of the costs to remedy the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered. For purposes of this paragraph, notification is



amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

- C. WGK's total compensation shall be made on the lump-sum amount basis, on an hourly-reimbursable basis, or on a cost plus-fixed-fee basis, as specified herein, plus reimbursable expenses.
- D. WGK shall receive payment for reimbursable expenses incurred during the course of performing the Services described herein. Reimbursable expenses shall include, but not be limited to, the costs of travel, lodging, mileage, meals, postage, photocopy, printing and testing, and the cost of any sub-consultants or subcontract services required for performance of the Services.
- E. WGK's total compensation set forth herein is conditioned on the completion of the Services specified herein within forty-two (42) months of the effective date of this AGREEMENT. Should the time to complete this project be extended beyond this period due to circumstances beyond WGK's control, the total compensation to WGK shall be adjusted upward accordingly by amendment of this AGREEMENT.

8. Standard of Care

- A. The standard of care for all professional engineering and related services performed or furnished by WGK under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by WGK..
- B. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. WGK shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.
- C. WGK's Subcontractors and Subconsultants: WGK may retain such WGK's Subcontractors and Subconsultants as WGK deems necessary to assist in the performance or furnishing of the

services, subject to reasonable, timely, and substantive objections by OWNER.

- D. Subject to the standard of care set forth in Paragraph 8.A, WGK may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

9. Successors, Assigns, and Beneficiaries

- A. Neither OWNER nor WGK may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT.
- B. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of a third party against either the OWNER or WGK. The Services rendered under this AGREEMENT are being performed solely for the OWNER's benefit, and no other entity, including the OWNER's agents, shall have any claim against WGK because of this AGREEMENT or the performance or non-performance of Services provided hereunder.

10. Ownership and Use of Documents

- A. All Documents are instruments of service, and WGK owns the Documents, including all associated copyrights and the right of reuse at the discretion of the WGK. WGK shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. OWNER may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. WGK grants OWNER a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the OWNER, subject to receipt by WGK of full payment due and owing for all services relating to preparation of the



shall be named an additionally named party for general liability and automobile liability coverage.

- B. Prior to the commencement of any construction work, the OWNER shall require the Contractor and any Subcontractor to submit evidence that he (they) have obtained for the period of the construction contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damage arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of the indemnity clause specified herein. The comprehensive general liability insurance will include as additional named insured's the following: the OWNER, WGK, and each of their officers, agents, employees and assigns.
- C. Before commencement of any work, the OWNER shall require that the contractor and any subcontractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insured's the following: the OWNER, WGK, and each of their officers, agents, employees, assigns, and any other persons with an insurable interest as may be designated by the OWNER. Such insurance may have a deductible clause not to exceed \$5,000, except that the earthquake deductible

may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

14. Electronic Transmittals

- A. To the fullest extent practical, OWNER and WGK agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format.
- B. WGK's costs directly attributable to changes in WGK's Electronic Documents obligations, after the effective date of this Agreement, necessitated by implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- C. If this Agreement does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- D. When transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- E. This AGREEMENT is not intended to create obligations for OWNER or WGK with respect to transmittals to or from third parties.

15. Contractor Relations


- A. WGK shall not at any time supervise, direct, or have control over the services being provided or the work being performed by a contractor or any other party, nor shall WGK have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any other party, for safety precautions and programs incident to another party's work progress, nor for any failure of any other party to comply with laws and regulations applicable to the other party's work.



IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, on the day and year first above written.

WGK: WGK, Inc.

OWNER: City of Clinton


(Signature)



(Signature)

Name: Greg Gearhart, PE, BCEE
(Print)

Name: Philip R. Fisher, Mayor
(Print)

ATTEST:

ATTEST:


(Signature)


(Signature)

Name: Janet Holiday, Engineering Assistant II
(Print)

Name: Jimmy Baldree, City Clerk
(Print)

WGK's address for giving formal notice is:
204 West Leake Street
Clinton, MS 39056

OWNER's address for giving formal notice is:
P O Box 156
Clinton, MS 39060



This Exhibit B is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between **City of Clinton** (hereafter called **OWNER**) and **WGK, Inc.**, (hereafter called **WGK**), for the provision of professional services described as **CRBWA Force Main Improvements**, (hereafter called **Project**). The responsibilities are described below as:

1. **Basic Services:** WGK agrees to perform the professional services specified herein, as required and as necessary for the successful prosecution of the Project, including normal civil engineering and land surveying services related to the planning, design and construction phases of the Project, as described in detail as follows:
 - A. Consult with the OWNER to ascertain the specific requirements of the Project, to review the scope of professional services to be rendered, and to discuss the scope of the intended construction contract.
 - B. Complete the detailed field survey data collection of the project area to obtain accurate points for use during the design.
 - C. Perform the detailed design for the Project in accordance with the design alternative selected by the OWNER.
 - D. Prepare detailed construction plans, specifications, and contract documents required for the PROJECT, and submit same to the OWNER and appropriate regulatory agencies for review and approval.
 - E. Prepare a final Opinion of Probable Construction Cost based on the final design.
 - F. Design the PROJECT in conformance with all applicable Federal, State and local standards for air or water pollution such that all required approvals, permits and certifications may be obtained.
 - G. Provide deductive alternates, where feasible, so that should the lowest responsive bid for construction of the project exceed the funds available, deductive alternatives can be taken to reduce the bid amount and allow budget flexibility.
 - H. Provide design of facilities to be used by the public such that access shall be available to the handicapped if applicable.
 - I. Prepare documents which include forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
 - J. Coordinate the performance of all required subsurface explorations on the project site.
 - K. Contract with a qualified geotechnical sub consultant to complete the subsurface explorations and prepare a geotechnical report for the project, if necessary.
 - L. Comply with all pertinent provisions of the regulations of the U.S. Department of Commerce issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin, where applicable.
 - M. Provide with the project documents a sufficiently clear delineation of the labor categories and wage rates that are applicable to the PROJECT, in conformance with all local and State laws on practices, where applicable.
 - N. Advise the OWNER regarding the need for other special services or consultants that may be needed by WGK to fulfill the requirements identified by the OWNER.
 - O. Assist the OWNER in securing final approvals of the Plans, Specifications and Contract Documents from the appropriate regulatory agencies, including any modifications to the documents and follow-up contacts as needed to secure such approvals.
2. **Design Phase Services:** Upon receipt of the written authorization of the OWNER to proceed with the Design Phase, if and where applicable, WGK shall:
 - A. Furnish Advertisement for Bids to the OWNER to complete and submit to newspapers, trade journals, contractors, minority groups, subcontractors and suppliers, as appropriate.
3. **Pre-construction Phase Services:** Upon receipt of the written approval of the OWNER and appropriate regulatory agencies for the Plans, Specifications, Contract Documents and final Opinion of the Construction Cost, and upon receipt of the written authorization of the OWNER to proceed with the Pre-construction Phase, WGK shall:
 - A. Furnish Advertisement for Bids to the OWNER to complete and submit to newspapers, trade journals, contractors, minority groups, subcontractors and suppliers, as appropriate.



progress as needed. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.

- E. Review the Contractor's requests for progressive payments, and based upon said on-site observation, advise the OWNER as to WGK's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request, and issue for processing by the OWNER, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by WGK to the OWNER, based upon said on-site observations, and review of any data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of WGK's knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by WGK shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- F. The ENGINEER shall review the Contractor's requests for progressive payments in a timely fashion, and shall forward same to the OWNER for approval and payment on a routine basis. The OWNER shall consider the Contractor's payment requests at the next regular meeting of the Board of Supervisors, and issue payments to the Contractor on a timely basis thereafter.
- G. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER's decisions in matters relating to WGK's design shall be final.
- H. Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report

describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.

- I. Review shop drawings, samples and other submittals of the Contractor, only for general conformance to the design concept of the Project, and for general compliance with the Construction Contract. The ENGINEER shall evaluate and determine the acceptability of substitute or "equal" items proposed for use by the Contractor.
 - J. Prepare and/or issue necessary field orders, clarifications and interpretations of the Contract Documents, as needed, to facilitate the orderly completion of the work in accordance with the design intent.
 - K. Prepare for the OWNER's approval, Change Orders which address minor revisions of or adjustments to the original project scope of work.
 - L. Conduct a pre-final review of the construction project upon receipt of the Contractor's notice of substantial completion.
 - M. Conduct a final review of the construction project upon receipt of the Contractor's certification of final completion; receive and review written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.
 - N. The ENGINEER shall not be responsible for the defects or omissions in the work of the Contractor(s), or any Subcontractor(s), or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work as contained in the Construction Contract.
 - O. Submit a written report to the OWNER not less frequently than monthly providing a status report on the general progress of the Project, summarizing the accomplishments to date and highlighting points of concern.
 - P. Conduct a one-year warranty review of the completed construction, and advise OWNER of any defects that may need further attention by the Contractor.
5. **Construction Administration Phase Observation Services:** Upon initiation of the construction activities, if and where applicable, WGK shall:



- preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, and valuations; detailed quantity of surveys of material and labor; and material audits or inventories required by the OWNER.
- M. Additional services when the Project involves more than one Construction Contract, or separate equipment contracts, where only one contract was envisioned originally.
- N. Preparation of special Change Orders when requested by the OWNER, and/or where not within the original project scope of work.
- O. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, (3) prolongation of the initial Construction Contract time beyond the contract time, (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.
- P. Provision of additional assistance in the start-up, testing, adjusting or balancing, or operation of equipment or systems, or arranging for training personnel for operation or maintenance of equipment or systems, following the initial sixty (60) day start-up period.
- Q. Provision of design services relating to future facilities, systems and equipment which are intended to be constructed or operated as a part of the Project.
- R. Provision of services as an expert witness for the OWNER in connection with litigation or other proceedings involving or relating to the Project.
- S. Provision of property and easement plats and descriptions, and field survey staking to facilitate acquisition.
- T. Provision of additional services required by the acceptance of substitute materials or equipment other than "or equal" items.
- U. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.



reports or other Project related work product of WGK.

6. **Payments to the Engineer:** Shall be made by the OWNER to WGK as specified herein below.

- A. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement, and shall be due and owing within forty-five days of WGK's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with WGK's standard practices, and will be submitted to the OWNER by WGK on a monthly basis. Past due amounts owed to WGK shall include an interest charge of one percent compounded monthly from the forty sixth day. Payments received from the OWNER will be credited first to any accrued interest, and then to the principal balance. In the event of a disputed or contested invoice, the OWNER may withhold only that portion in question, and shall render payment for the agreed portion to WGK on a timely basis.
- B. For the **Design Phase Services**, as specified in Section B2 of the Scope of Professional Services payments shall be made monthly based on WGK's estimate of the percentage completion of the phase indicated herein below, which shall represent the following percentages of total lump sum compensation specified:

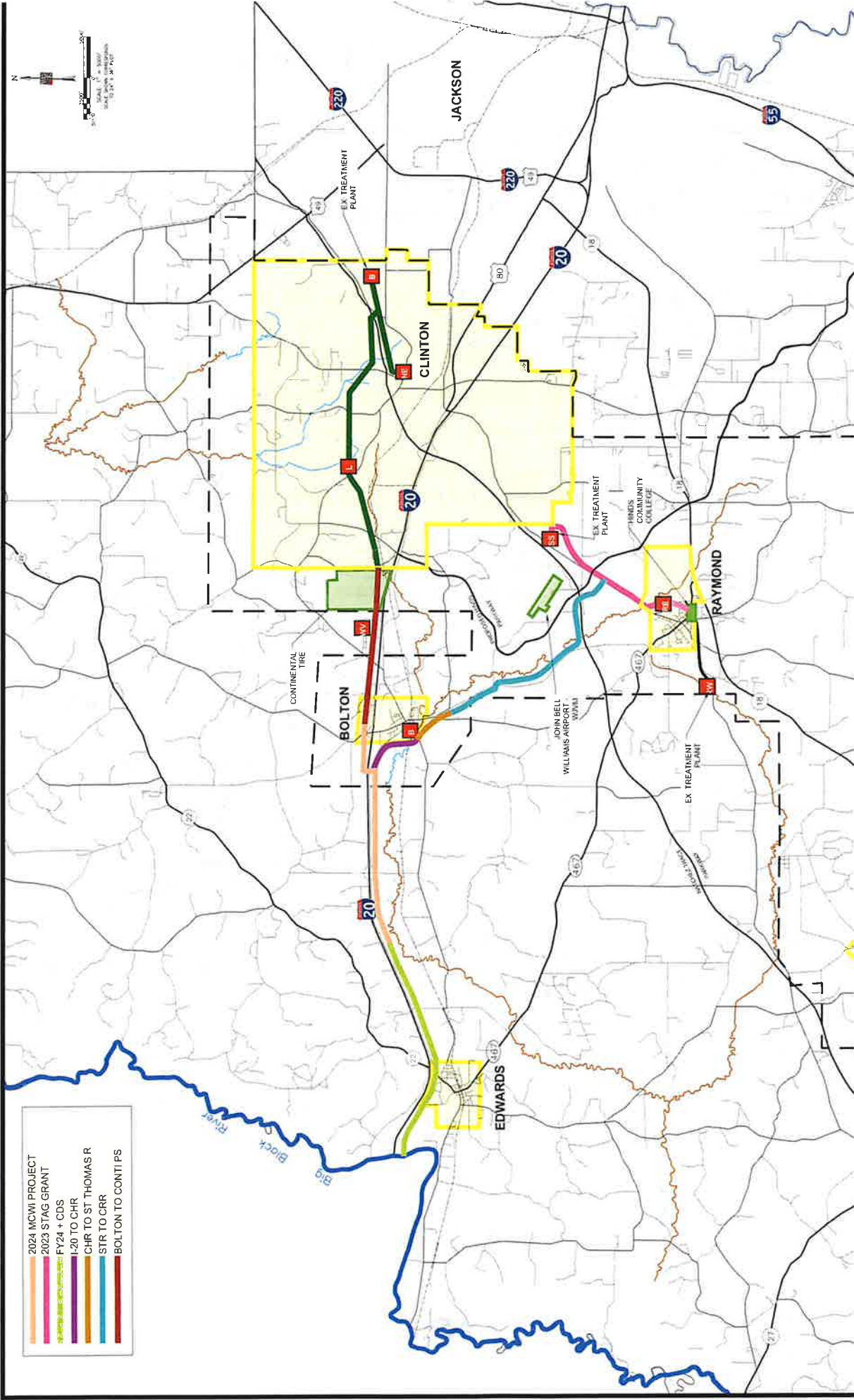
<u>Final Design Phase</u>	<u>100%</u>
<u>TOTAL OF LUMP SUM</u>	<u>100%</u>

- C. For the **Construction Phase Services**, as specified in Sections B3, B4 and B5 of the Scope of Professional Services payments shall be made monthly based on WGK's estimate of the percentage completion of the phase indicated herein below, which shall represent the following percentages of total lump sum compensation specified:

<u>Construction Administration Phase</u>	<u>100%</u>
<u>TOTAL OF LUMP SUM</u>	<u>100%</u>

- D. If the **OWNER** fails to make monthly payments due to WGK, WGK may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- E. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- F. If the Project is delayed or if WGK's services for the Project are delayed or suspended for more than

three months for reasons beyond WGK's control, WGK may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate WGK in accordance with the termination provision contained hereafter in this Agreement, or WGK shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by WGK in the suspension and/or reactivation of his services.



CRBWA - PROJECT PIPELINES TO BIG BLACK RIVER



INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.




Engineering the way ahead...

PROFESSIONAL SERVICES AGREEMENT –
FEDERAL REQUIREMENTS

MAY 2020

The Contractor, WGK, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


(Signature)

Greg Gearhart, PE, BCEE
Name and Title of Contractor's Authorized Official

11/21/2024
Date



7. Citizens Participation

The Subgrantee must follow the Citizen Participation procedures in accordance with the requirements listed in Title 24 CFR 91.115 of the Housing and Community Development Act of 1974, as amended. The Act provides for and encourages, Citizen Participation and emphasizes participation by persons of low and moderate income, particularly residents of predominantly low and moderate income neighborhoods, slum or blighted areas, and areas in which the State of Mississippi proposes to use federal funds.

8. Environmental Compliance

Environmental clearance must be completed within four (4) months of the award date, or the contract will be voided unless the Division Director authorizes a waiver. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by recipient of a release of funds from the Mississippi Development Authority under 24 CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the recipient's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. No project costs shall be paid by CSD prior to environmental clearance except for Application Preparation.

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

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

9. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-I *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties

10. Lead-Based Paint Requirements

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

11. Labor Standards - Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction



employments, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and Section for training apprenticeship.

19. Section 3

***REVISED - Section 3 (24 CFR 75) Effective 11-3-20 (See Page 28 for revised Section 3 language)**

20. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

- a. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
- b. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. This requirement dictates some form of action to be taken by the grantee, not just passive compliance with existing laws and ordinances. Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. CDBG grantees make a commitment to Affirmatively Further Fair Housing in the community as a recipient of CDBG funds. It is important for grantees to be aware that this is a commitment to understand every individual's fair housing rights and ensure all local policies and practices do not hinder fair housing and when appropriate actively further fair housing.; and,
- c. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- d. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

21. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

22. Discrimination Because of Certain Labor Matters

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

23. Compliance with Local Laws

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



31. Flood Insurance Purchase Requirements

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

32. Program Monitoring

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

33. Discrimination Due to Beliefs

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

34. Confidential Findings

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

35. Third-Party Contracts

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

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

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

36. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.



Section 3 Clause

All section 3 covered contracts for construction phase services shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to insure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an application provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled, (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to the Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
THE CITY OF CLINTON, MISSISSIPPI**

This Memorandum of Understanding (Agreement) is executed by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi (Commission), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (MDOT) and the City of Clinton, Mississippi (City), a municipal corporation of the State of Mississippi, acting by and through its Mayor and Board of Aldermen, effective as of the date latest execution below:

WITNESSETH:

WHEREAS, the Commission has identified a need for improvements and modifications to traffic signals along the State Highway System within city limits to enhance safety and reliability through an active traffic management program as a part of Project No. CRP-9999-05(417) (109407-103000/104000); and

WHEREAS, the City is currently responsible for maintaining all traffic signals within city limits under Section 65-1-75 Miss. Code Ann.; and

WHEREAS, the City recognizes the importance of an active traffic management program and continuous function of traffic signals within its city limits and is willing to collaborate with the Commission to address this need under Project No. CRP-9999-05(417) (109407-103000/104000); and

WHEREAS, the Commission has the authority under Section 65-1-8 and 65-1-27, Miss. Code Ann., to cooperate with the City for the modification of the signal control equipment to provide a greater degree of safety and improve the safe flow of traffic along the State Highway System.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

I. THE CITY WILL:

- a. Relinquish operational and maintenance responsibilities of all listed traffic signals along State Highway System within the City limits located at the following intersections:
 - i. US 80 at Hampstead Blvd,
 - ii. US 80 at Walmart,
 - iii. US 80 at Sunset Dr,

- iv. US 80 at Mt. Salus Road,
- v. US 80 at Broadway St,
- vi. US 80 at Springridge,
- vii. US 80 at S. Capitol St,
- viii. Springridge Rd at Broadway,
- ix. Springridge Rd at I-20 WB Ramp,
- x. Springridge Rd at I-20 EB Ramp,
- xi. Springridge Rd at Clinton Center,
- xii. Clinton Raymond at N. Frontage Road,
- xiii. US 80 at Clinton/Raymond Road,
- xiv. I-20 WB Ramp at Clinton/Raymond Road,
- xv. I-20 EB Ramp at Clinton/Raymond Road; and

- b. Reassume maintenance responsibilities upon completion of the Consultant Engineering Project, “Active Traffic Signal Operations (MACTS Ops) in Metro Jackson” Project No. CRP-9999-05(417) (109407-103000/104000).

II. THE COMMISSION WILL:

- a. Accept maintenance responsibilities of all listed traffic signals (shown above) along State Highway System within the City limits throughout the duration of Project No. CRP-9999-05(417) (109407-103000/104000); and
- b. Relinquish maintenance responsibilities of all subject traffic signals within the City limits upon completion of Project No. CRP-9999-05(417) (109407-103000/104000); and
- c. Give thirty (30) day notice of termination of the Project CRP-9999-05(417) (109407-103000/104000) from whence the City will resume maintenance of the subject traffic signals.

III. PURPOSE

The purpose of this Agreement is to establish and define the respective responsibilities, obligations, and agreements of the Commission and the City with respect to an Active Traffic Signal Management program as part of Project No. CRP-9999-05(417) (109407-103000/104000).

IV. CONTACT PERSONS

It is understood by both parties that the Commission executes all its orders and directives through the Executive Director of MDOT. It is understood by both parties that the City executes all of its orders and directives through its Mayor.

Unless otherwise notified in writing to the contrary, the appropriate contact person for the Commission for matters pertaining to this Agreement shall be:

Mr. James Sullivan
MDOT State Traffic Engineer
Post Office Box 1850
Jackson, MS 39215-1850
Telephone: (601) 359-1454
Facsimile: (601) 359-5918

Unless otherwise notified in writing to the contrary, the appropriate contact person for the City for matters pertaining to this Agreement shall be:

Mr. Phillip Lilley
Public Works Director
525 Springridge Road
Clinton, MS 39056
Telephone: (601) 924-2239

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

V. GENERAL PROVISIONS

- a. This agreement may be terminated by mutual agreement of the parties.
- b. All contracts and subcontracts shall include a provision for compliance with "the Mississippi Employment Protection Act," as codified in the Mississippi Code of 1972, as amended. Under this Act the City and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 110 Stat. 3359, as amended.
- c. It is understood that this is a Memorandum of Understanding and that more specific requirements for this project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The City agrees that it will abide by all such applicable authority.

VI. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

VII. SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VIII. RELATIONSHIP OF THE PARTIES


- a. The relationship of the City to the Commission is that of an independent contractor, and the parties, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves consistently with such status, that neither will hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. Neither party will make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- b. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.
- c. The Commission, MDOT, and all their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the City, or any employee, agent, or official of the City or any of the City's contractors or subcontractors.
- d. The City and its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except as specifically stated herein, and have no authority to select, employ, supervise, or control any employee or official of the Commission or MDOT, or any of their contractors or subcontractors.
- e. The Commission will not be a party to any contract or subcontract entered into by the City, other than this Agreement.

IX. AUTHORITY TO CONTRACT

The Commission approved execution of this Memorandum of Understanding at its regular meeting of _____. The City Council approved execution of this Memorandum of Understanding at its meeting of _____.

SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2024.

THE CITY OF CLINTON, MISSISSIPPI

By: 
Phil Fisher, Mayor
City of Clinton

SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2024.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR OF
THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: _____
Brad White, Executive Director
Mississippi Department of Transportation
Book _____ Page _____



**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN
TUESDAY, DECEMBER 3, 2024 – 6:00 PM
MUNICIPAL COURTROOM - 305 MONROE STREET**

OTHER BUSINESS

There was no other business.

ADJOURN 6:58 PM

MOTION made by Alderwoman Oliver and **SECONDED** by Alderman Wilbanks to adjourn until the next regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi to be held January 7, 2025, at 6:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Philip R. Fisher, Mayor

12/4/2024
Date

ATTEST: _____

Jimmy Baldree, City Clerk

12/4/2024
Date

SEAL

