

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 4, 2011 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderwoman Peace followed by the pledge of allegiance to the flag led by Alderman Morgan.

ROLL CALL City Clerk, Russell Wall

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

Absent: Tony Hisaw – Alderman Ward 1

APPROVAL OF CONSENT AGENDA ITEMS A - LL

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-LL. Items C and D will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF A DONATION OF \$561.68 FROM FRED'S FOR PUBLIC EDUCATION MATERIALS

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board accepted the donation of \$561.68 from Fred's for public education materials. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT OF INTERIOR NATIONAL PARK SERVICE AND THE CITY OF CLINTON, MISSISSIPPI RELATING TO THE PINEHAVEN DRIVE IMPROVEMENT PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board authorized the Mayor to execute a memorandum of Understanding between the U.S. Department of Interior National Park Service and the City of Clinton, Mississippi relating to the Pinehaven Drive Improvement project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER #1 FOR THE 2010 NRCS EWP DRAINAGE IMPROVEMENT PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cashion the board approved Change Order #1 for the 2010 NRCS EWP Drainage Improvement project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER #2 FOR THE 2009 WATER SYSTEM IMPROVEMENTS (RADIO READ METER) PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved Change Order #2 for the 2009 Water System Improvements (Radio Read Meter) project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF THE ACQUISITION OF PROPERTY FOR THE PINEHAVEN RAOD PROJECT

No action was taken on this agenda item.

OTHER BUSINESS

APPROVE THE RE-APPOINTMENT OF DANNY DEYOUNG TO THE PARKS AND RECREATION ADVISORY BOARD

Upon presentation by Bill Barnett, Alderman Ward 3, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Greer the board approved the re-appointment of Danny DeYoung to the Parks and Recreation Advisory Board. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:20 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Barnett to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on January 18, 2011 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman
Rosemary Aultman, Mayor

1-6-11
Date

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

1-6-11
Date



1100785

No. 860184

Check Date: 9/28/10

CLINTON FIRE DEPT, P.O. BOX 156, CLINTON

MS 39056

(753290)

MEMO	INVOICE DATE	INVOICE NUMBER	AMOUNT	DISCOUNT	NET AMOUNT
753290 CLINTON FIRE DEP ★	09/27/10	1255 911 FUND	\$561.68	\$0.00	\$561.68
TOTALS:			\$561.68	\$0.00	\$561.68

Page 1 of 1

For any remittance information changes or any questions on your invoice or payment status, please call the Fred's accounts payable phone line at 901-238-2725.

Fred's, Inc. • 4300 New Getwell Road • Memphis, TN 38118-0356

Detach at Perforation Before Depositing Check

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BURGUNDY ARE PRESENT.

FRED'S4300 New Getwell Road
Memphis, TN 38118Regions Bank
Memphis, TN

87-261/843

CHECK NO.

860184

DATE

09/28/2010

PAY *Five Hundred Sixty One and 68/100 Dollars*
TO THE ORDER OF
CLINTON FIRE DEPT
P.O. BOX 156
CLINTON MS 39056
(753290)

Amount

\$ *****561.68

Michael J. Hayer

⑈00860184⑈ ⑆084302614⑆ 0000953377⑈

**Memorandum of Understanding
Between
The United States Department of the Interior
National Park Service
And the
City Of Clinton
Hinds County, Mississippi**

This Memorandum of Understanding (MOU) is made and entered into by and between the National Park Service (hereafter NPS), United States Department of the Interior, acting through the Superintendent, Natchez Trace Parkway (hereafter Parkway), and the City of Clinton (hereafter City), acting through its duly elected mayor.

ARTICLE I: - Background and Objectives:

The Natchez Trace Parkway was established May 18, 1938, to commemorate the "old trace" running from Natchez, Mississippi to Nashville, Tennessee. The 444-mile Parkway was conceived and developed in the 1930s as a designed landscape, which integrates natural and cultural resource values into a traditional rural southern landscape experience for Parkway visitors. This resource is dependent upon both landscape management practices on Parkway lands, and their interaction with adjacent land uses over which the NPS has little or no direct control. The quality and integrity of these landscape resources are integral to the aesthetic and recreational experience of the Parkway visitors.

In conjunction with the Northside Drive improvements project in Hinds County, Mississippi, the City of Clinton and the Parkway are undertaking a number of actions that affect both parties. The project area is located near Milepost 89, where Pinehaven Drive crosses under the Parkway. An Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) have been prepared for the Mississippi Department of Transportation and signed by the Federal Highway Administration (FHWA) with regard to the Northside Drive project. In addition, an EA and FONSI have been prepared by the National Park Service (NPS) with regard to construction of a multi-use trail system, in the vicinity of Pinehaven Drive.

The City plans to widen Pinehaven Drive and construct paved sidewalks along both sides of the widened roadway. The City has an existing deeded 80-foot easement across NPS land. In the immediate vicinity of the Pinehaven widening project area, the NPS is constructing a paved multi-use trail system that runs parallel to the Parkway. The intention by both the City and the NPS is to have the two systems of trails connect, so the public can use the two trail systems interchangeably and access the Clinton Visitor center from the Parkway. This will be accomplished by having a spur trail from the Parkway multi-use trail connected to the Pinehaven sidewalk trail on the east side. Users could then travel the Pinehaven trail west to the Clinton Visitor Center, located at 1300 Pinehaven Road, Clinton, MS 39056. Although the

NPS supports the construction of trails along the widened Pinehaven Drive, the impact to the natural resources in the form of forest removal necessitates mitigation.

In addition, the City has conducted traffic analyses and concluded that there is significant need for a traffic light from the Natchez Trace Parkway exit onto Pinehaven Drive. This would be the first traffic light on Parkway property.

Lastly, there are existing aerial Entergy power lines running parallel to Pinehaven Drive on the east side, visible from the Parkway. The power lines will be affected by the road widening operation. The NPS requests that the remaining aerial lines be placed underground.

ARTICLE II – AUTHORITY

The Service enters into this MOU under the authority of 16 U.S.C. §1a-2(l) and 16 U.S.C. §460a

ARTICLE III – STATEMENT OF WORK

A. The National Park Service will:

1. Allow the City to widen Pinehaven Drive and install associated sidewalks to occupy the full extent of their 80-foot easement. The Superintendent will issue construction permits for any project-related activities that will take place on Parkway land in a timely manner and prior to work beginning.
2. In conjunction with Eastern Federal Lands Highway Division (FHWA), build and maintain a spur trail from the NPS multi-use trail to the City's trail system/sidewalk on the eastern side of Pinehaven Drive.
3. Allow the City to install a traffic light at the exit ramp from the Natchez Trace Parkway to Pinehaven Drive, with adequate vegetative screening. The style and appearance of the traffic light must be approved by the NPS prior to installation.
4. Allow the City to install downward facing lights under the Natchez Trace Parkway bridge crossing Pinehaven Drive, to facilitate safe use of the City's sidewalk at night.

B. The City of Clinton will:

1. Widen Pinehaven Drive and install associated sidewalks to occupy the full extent of their 80-foot easement. Any temporary disturbance outside this easement will avoid wetland areas and will not affect two previously identified large oak trees.

2. Fund and perform maintenance of the City sidewalks located within City's right-of-way on NPS property. This includes tread repair, routine drainage maintenance, debris removal, and general maintenance needed to keep the sidewalk in a safe and serviceable condition satisfactory to the NPS.
3. Be responsible for undergrounding the remaining aerial portion of the Entergy power line on NPS land, on the east side of Pinehaven Drive.
4. Plant one (1) acre of trees (4-6 feet in height) near the Clinton High School on Parkway land as mitigation for the forest removal associated with widening Pinehaven Drive. Tree specifications and species will be provided by NPS staff. All associated tree costs will be the responsibility of the City, estimated at \$1250.
5. Plant vegetation screening in the access island of the exit ramp of the Parkway to Pinehaven Drive, to minimize the visual intrusion of the traffic light on the Parkway. Vegetation will include a mix of approximately 30 native evergreens, deciduous shrubs, and trees suitable for wet areas. Large oak trees (4-6 inches in diameter) will be required, so that suitable screening will occur rapidly. All associated tree costs and planting labor will be the responsibility of the City. Plantings must be approved in writing by the Parkway's Landscape Architect prior to any work commencing.
6. Obtain Special Use Permits (construction permits or other appropriate approvals) prior to undertaking activities in a NPS unit.
7. Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.

ARTICLE IV – TERM OF AGREEMENT

This MOU will be effective for five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows.

ARTICLE V - KEY OFFICIALS:

- A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. For the NPS:

Superintendent Cameron H. Sholly
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804
NATR_Superintendent@nps.gov
(662) 680-4005

2. For the City:

The Honorable Rosemary Aultman
Mayor, City of Clinton
P. O. Box 156 (300 Jefferson Street)
Clinton, MS 39060
mayor@clintonms.org
(601) 925-6103

B. **Communication** – The City will address any communication regarding this MOU to the technical representative and to the Natchez Trace Parkway Superintendent. Communications that relate solely to the route operational matters described in the current work plan should be sent to the Superintendent or his/her designated representative.

C. **Change in Key Officials** – Neither the NPS or the City of Clinton may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within the MOU. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – PRIOR APPROVAL (Not applicable)

ARTICLE VII– REPORTS AND/OR OTHER DELIVERABLE (Not applicable)

ARTICLE VIII – PROPERTY UTILIZATION (Not applicable)

ARTICLE IX – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

C. Should the project not reach completion as intended, the Permittee shall leave the Parkway lands affected by activities associated with the Permit in as nearly the original condition as possible, as directed and approved by the Superintendent.

ARTICLE X – STANDARD CLAUSES

A. Civil Rights. During the performance of this MOU, the participants agree to abide by the terms of the Civil Rights Act of 1964 and 1991 and the Indian Self-determination and Education Assistance Act, and by the terms of USDI-Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin.

B. Promotions. The City of Clinton and the National Park Service mutually agree to not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publication) which states or implies endorsement of a product, service, or position which either party represents.

C. Public Information Release. Before any public information can be voluntarily released which refers to this MOU, the City and the Service must mutually agree on the content and nature of the information. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval to the Superintendent of the Parkway who will obtain all signatures prior to releasing the information. However, this provision shall not apply if the release is required by law, rule, regulation, or order of any regulatory body or court.

D. Nothing in this MOU shall be interpreted or construed as a commitment or requirement in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

E. Except as expressly provided herein, nothing in this MOU shall be construed to limit or modify the Service's discretion under any applicable law including, but not limited to, the National Park Service Organic Act, 16 U.S.C. et. Seq. 1a-2(k), and the Historic Sites, Buildings, and Antiquities Act, 16 U.S.C. 461 et seq.,

ARTICLE XI – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this MOU G5570-11-0001 on the dates set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature _____
Name: Cameron H. Sholly
Title: Superintendent, Natchez Trace Parkway
Date: _____

FOR THE CITY OF CLINTON:

Signature: _____
Name: The Honorable Rosemary Aultman
Title: Mayor, City of Clinton
Date: _____

CHANGE ORDER REQUEST FORM

OWNER:	City of Clinton P. O. Box 156 Clinton, Ms 39060	CHANGE ORDER NO.	ONE Final
PROJECT NAME:	2010 EWP NRCS Drainage Improvements (0348-0004)		
ENGINEER:	WGK, Inc.	WGK#:	2010-251-00
CONTRACTOR:	Southern Rock LLC		
CHANGE ORDER	December 21, 2010	CONTRACT DATE:	November 5, 2010
REASON FOR CHANGE:	Summary Quantity Additions of contract work and materials.		

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES IN THE CONTRACT PLANS,
AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF DESIRED.)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QUANTITY	UNIT	UNIT COST	TOTAL ADJUSTED COST
2102--2	Debris Removal & Disposal	-4	CY	-25	(100.00)
2200-1	Unclassified Excavation (FM)	300.50	CY	5	1502.5
2202-2	Contractor Furnished Borrow (LVM)	292.72	CY	10	2,927.20
2525-2	35" x 23" Conc.Arch Pipe	5	LF	75	375.00
2525-4	Remove Existing 18" RCP & 2 18" FES	4	LF	15	60.00
2525-5	Concrete Collar	1	EA	750	750.00
2525-2	Silt Fence	-130	LF	-2.5	(325.00)
2621-1	Asphalt Drive	-13.34	Ton	-100	(1,334.00)
					\$3,855.70
					TOTAL TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT: (As Bid)					\$99,107.50
CURRENT CONTRACT AMOUNT:					\$99,107.50
THIS CONTRACT CHANGE:					\$3,855.70
REVISED CONTRACT AMOUNT:					\$102,963.20
CURRENT CONTRACT COMPLETION DATE:					January 4, 2011
TIME EXTENSION REQUIRED BY CHANGE:					0
REVISED CONTRACT COMPLETION DATE:					January 4, 2011

RECOMMENDED BY:

ENGINEER: WGK, Inc.

DATE

12/22/10

ACCEPTED BY:

CONTRACTOR: Southern Rock LLC

DATE

12/22/10

APPROVED BY:

OWNER: City of Clinton

DATE

1-6-11

CONTRACT CHANGE ORDER

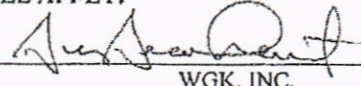
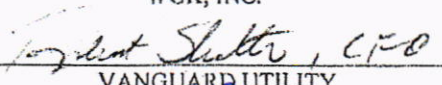
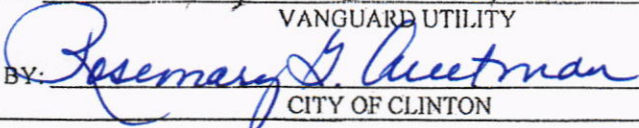
OWNER: CITY OF CLINTONCONTRACTOR: VANGUARD UTILITY SERVICE, INCDATE: DECEMBER 17, 2010 LOAN NUMBER: DWI-H280-088-02CHANGE ORDER NUMBER: TWO - FINAL CONTRACT NUMBER: _____PROJECT NAME: 2009 SRF WATER SYSTEM IMPROVEMENTS

REASON FOR CHANGE: SUMMARY CHANGE ORDER FOR COMPLETE PROJECT ADJUSTMENTS

THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
3	5/8" x 3/4" Complete System	(22)	45.66	-\$1,004.52	-\$1,004.52
4	5/8" x 3/4" Retro Fit Labor (AMR Meter Module Only)	58	37.23	\$2,159.34	\$2,159.34
4a	5/8" x 3/4" Retrofit AMR Meter Module	(1)	156.00	-156.00	-156.00
5	1" Complete System	24	52.38	\$1,257.12	\$1,257.12
6	1" Retrofit Labor (Meter Module Only)	5	\$37.63	186.15	\$186.15
				\$2,442.09	\$2,442.09
ORIGINAL CONTRACT AMOUNT:				\$1,899,139.07	\$1,899,139.07
CURRENT CONTRACT AMOUNT:				\$1,976,904.07	\$1,976,904.07
THIS CONTRACT CHANGE:				\$2,442.09	\$2,442.09
REVISED CONTRACT AMOUNT:				\$1,979,346.16	\$1,979,346.16
CURRENT CONTRACT COMPLETION DATE:				JANUARY 12, 2011	JANUARY 12, 2011
TIME EXTENSION REQUIRED BY CHANGE:				0	0
REVISED CONTRACT COMPLETION DATE:				JANUARY 12, 2011	JANUARY 12, 2011

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: 
WGK, INC.12/17/10
DATEACCEPTED BY: 
VANGUARD UTILITY12/20/10
DATEAPPROVED BY: 
CITY OF CLINTON1-6-11
DATE