

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

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ROLL CALL City Clerk, Russell Wall

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

APPROVAL OF CONSENT AGENDA ITEMS A - U

MOTION made by Alderman Cashion and **SECONDED** by Alderwoman Peace to approve the Consent Agenda Items A-U. Item C will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

COMMERCIAL CONSTRUCTION – 1330 CYNTHIA ROAD – DAVID BRUNSON

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved the construction of a building requested by David Brunson to be located at 1330 Cynthia Road in the City of Clinton, Mississippi. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

DIMENSIONAL VARIANCE – NEW SCIENCE LABORATORY – MISSISSIPPI COLLEGE

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved the request by Mississippi College for a dimensional variance for a new science laboratory to be located on the Mississippi College campus in the City of Clinton, Mississippi. This variance request met the requirements of Section 3004 of the Zoning Ordinance. The variance approved was 8' 3" over the street setback requirements on College Street and 12' 6" on Capital Street. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO SET A PUBLIC HEARING TO DETERMINE WHETHER 406 HATHAWAY DRIVE IS A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved the request to set a public hearing to determine whether 406 Hathaway Drive is a menace to the public health and safety of the community. The public hearing is to be set for June 21, 2011 at 7:00 pm at the Municipal Courtroom at 305 Monroe Street, Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO SET A PUBLIC HEARING FOR JUNE 28, 2011 AT 6:30 PM AT THE MUNICIPAL COURTROOM AT 305 MONROE STREET, CLINTON, MISSISSIPPI TO CORRECT CLERICAL ERRORS TO THE NEW ZONING MAP

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the request to set a public hearing for June 28, 2011 at 6:30 pm at the Municipal Courtroom at 305 Monroe Street, Clinton, Mississippi to correct clerical errors to the zoning ordinance and zoning map. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF THE ADOPTION OF AN ORDINANCE AUTHORIZING POLICE OFFICERS, CODE ENFORCEMENT OFFICERS AND OTHERS TO REMOVE VEHICLES/TRAILERS FROM PRIVATE PROPERTY

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the board approved the adoption of an ordinance authorizing police officers, code enforcement officers and others to remove vehicles/trailers from private property. The ordinance is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE A PROCLAMATION PROCLAIMING THE MONTH OF JULY 2011 AS PARKS AND RECREATION MONTH IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Greer and **SECONDED** by Alderwoman Peace the board approved a proclamation proclaiming the month of July 2011 as Parks and Recreation Month in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE AN EXTENSION TO THE DEBRIS MONITORING CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND TRUE NORTH RELATED TO THE APRIL 15, 2011 TORNADO

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Greer the board approved authorizing the Mayor to execute an extension to the debris monitoring contract between the City of Clinton, Mississippi and True North related to the April 15, 2011 tornado. **MOTION CARRIED UNANIMOUSLY**

AOTHORIZE THE MAYOR TO EXECUTE AN EXTENSION TO THE DEBRIS CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND UTILITY CONSTRUCTORS RELATED TO THE APRIL 15, 2011 TORNADO CONTIGENT UPON UTILITY CONSTRUCTORS APPROVAL

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved authorizing the Mayor to execute an extension to the debris contract between the City of Clinton, Mississippi and Utility Constructors related the April 15, 2011 tornado contingent upon Utility Constructors approval. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE FINAL CHANGE ORDER #1 RELATED TO THE PINEHAVEN AND MCRAVEN ROAD WATER IMPROVEMENTS PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Cashion the board approved the final change order #1 related to the Pinehaven and McRaven Road Water Improvements project. **MOTION CARRIED UNANIMOUSLY**

APPROVE A GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND ENGINEERING SERVICES FOR GENERAL ENGINEERING SERVICES

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Barnett the board approved a General Services Agreement between the City of Clinton, Mississippi and Engineering Services for general engineering services. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE AN AMENDED COLLECTION AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND AMERICAN MUNICIPAL SERVICES FOR THE COLLECTION OF DELINQUENT COURT FINES AND FEES

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderwoman Peace the board approved authorizing the Mayor to execute an amended Collection Agreement between the City of Clinton, Mississippi and American Municipal Services for the collection of delinquent court fines and fees. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVE THE PAYMENT OF \$23,000.00 TO BRIAN AND ASHLEY JOYCE FOR A PARCEL OF PROPERTY FOR THE PINEHAVEN ROAD PROJECT

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved the payment of \$23,000.00 to Brian and Ashley Joyce for a parcel of property for the Pinehaven Road project. The property is located at 100 Linda Drive in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:34 P.M.

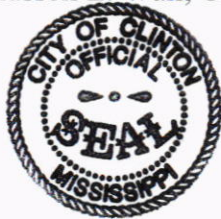
MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on June 21, 2011 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

June 8, 2011
Date

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

June 13, 2011
Date



City of Clinton
Mississippi
Community Development

May 17, 2011

Mr. David Brunson
1330 Cynthia Road
Clinton MS 39056

Mr. Brunson:

I have received the drawings for your new Building on Cynthia Road.

At this time I have you on schedule to appear before the Planning and Zoning Commission on May 24, 2011 at 6:30 and the Mayor and Board of Alderman on June 7, 2010 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

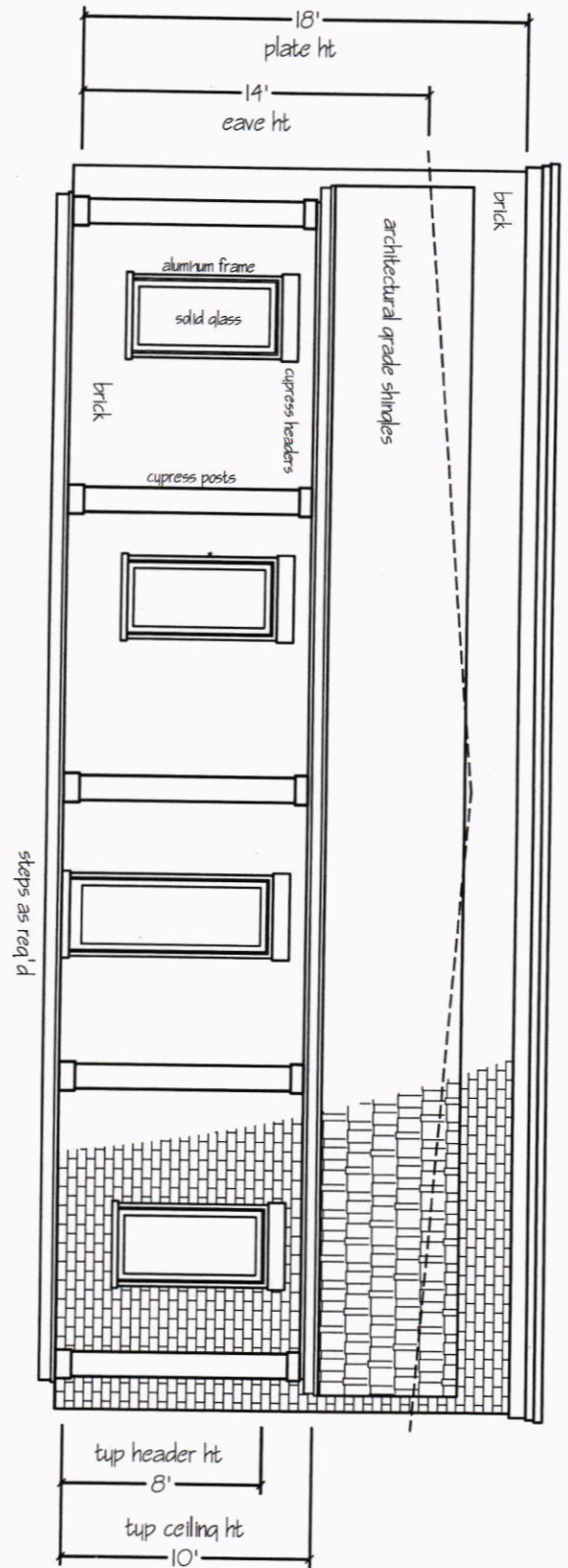
If you have any questions I can be reached at (601) 924-2256.

Sincerely,

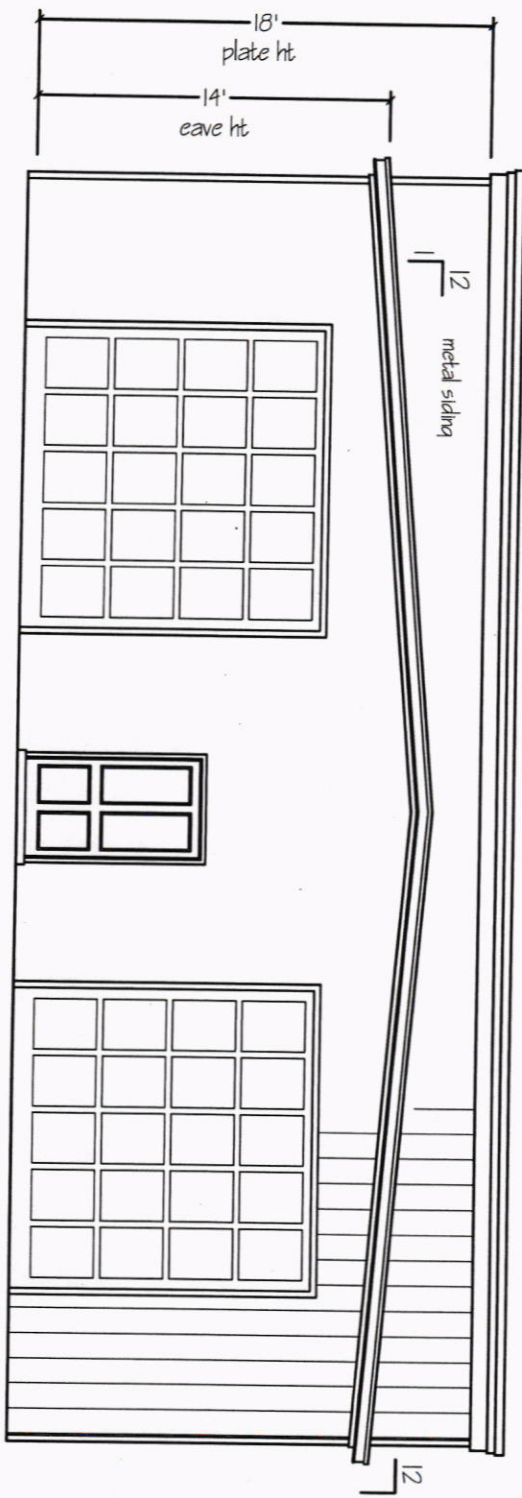


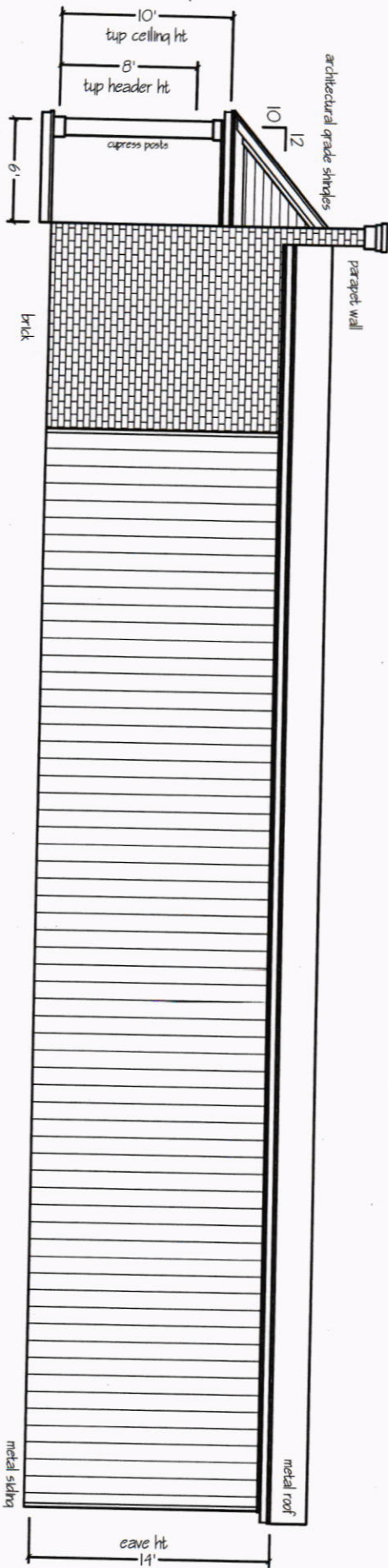
Jerry "J.B." Bounds
Director
Community Development

FRONT ELEVATION

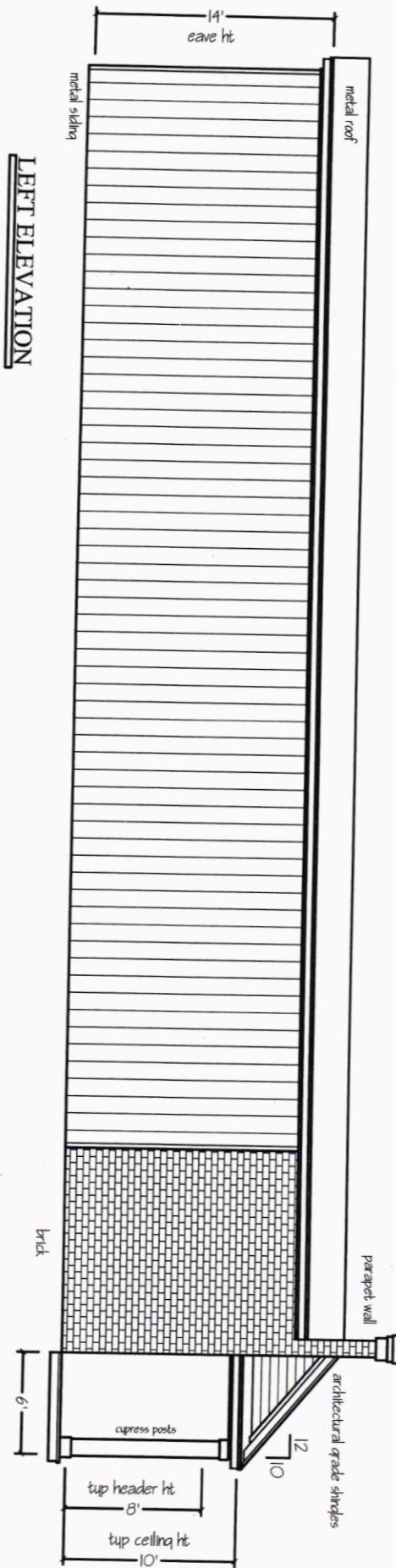


REAR ELEVATION





RIGHT ELEVATION



LEFT ELEVATION

Bldg. Size

50'-0" wide
81'-0" deep

Bldg. Pad Size

70' wide
100' deep

Bldg. Elev.

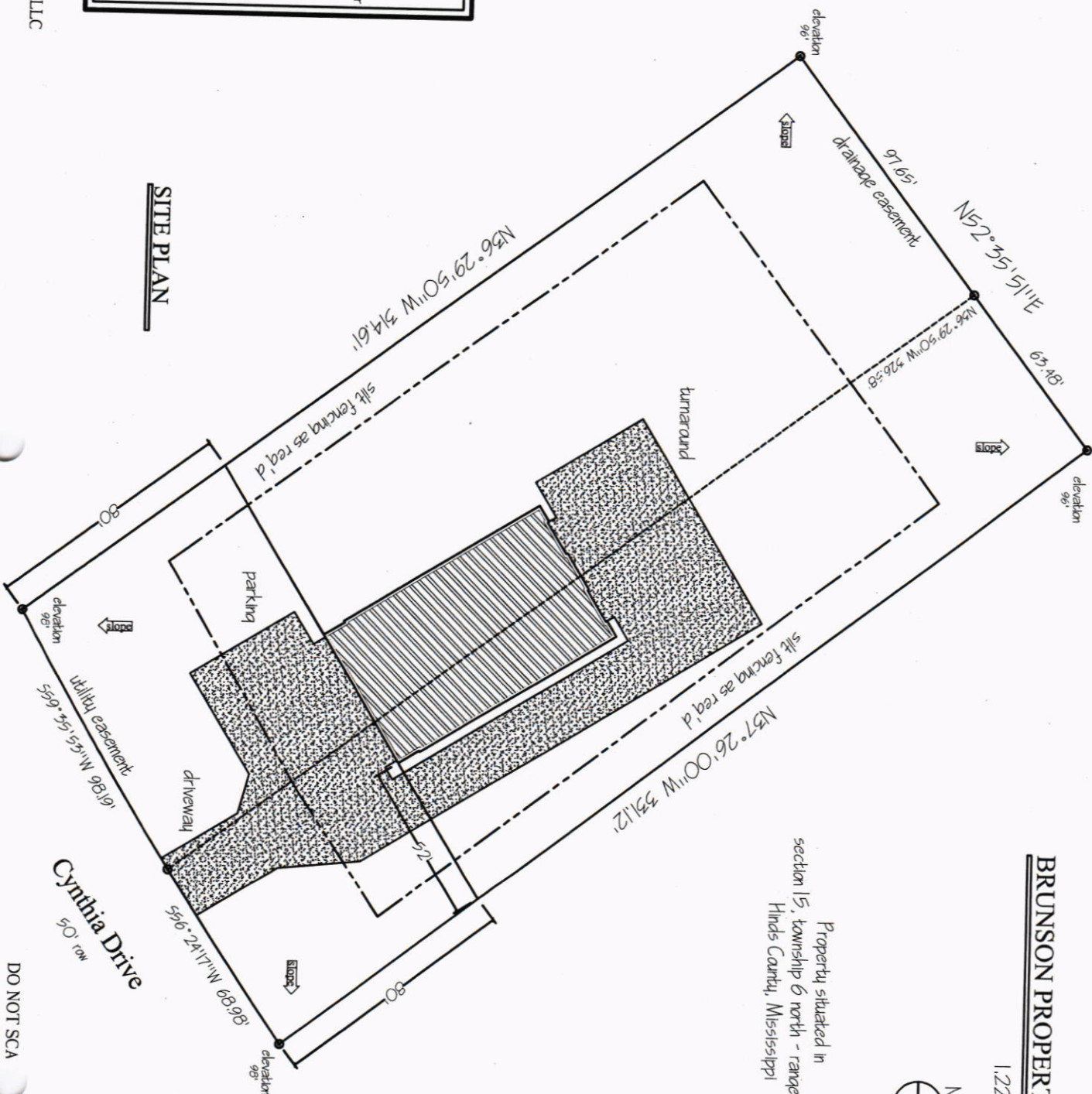
100'-0"

Setbacks

50' front
50' rear
15' sides

All property lines, dimensions, setbacks and easements shall be verified by contractor before any construction begins. Adjust exact location of house as per all building codes and site requirements.
Proper drainage pattern shall be determined by contractor and approved by building inspector prior to placement of foundation forms. Drainage plan shall be designed to prevent excessive runoff onto adjacent properties. Runoff pertains to quantity as well as type of runoff.
Finish floor elevations shall be a minimum of 8" above adjacent finish grade elevation. Finish grade at 10' perimeter distance from building or mid-distance of property line, shall be a minimum of 18" lower than finish floor elevation. Grading of entire lot shall have a minimum of 1/8" per foot of slope for proper drainage.
See owner for exact location, size and shape of driveway, sidewalks, patios, etc.

SITE PLAN



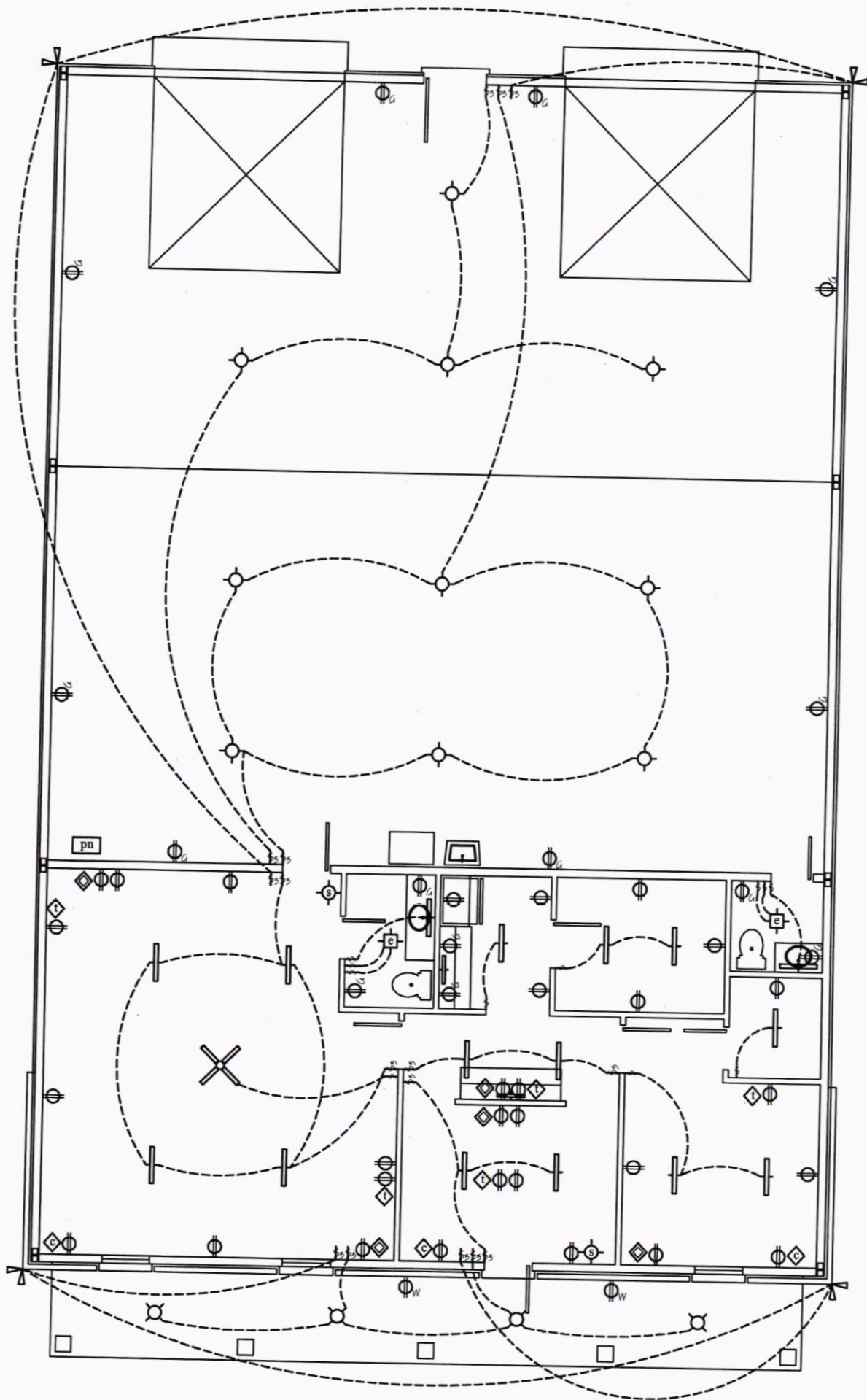
BRUNSON PROPERTY

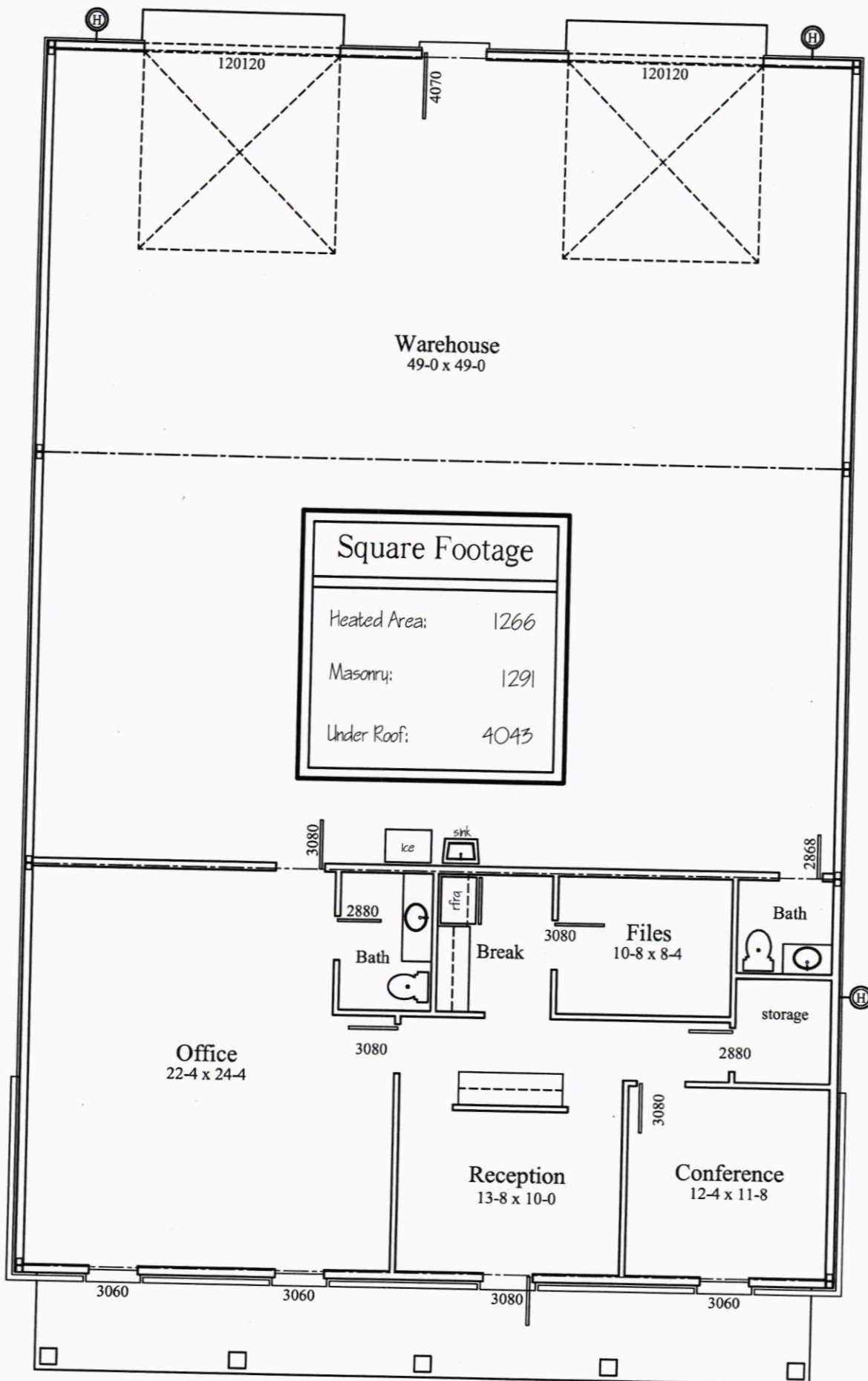
1.22 Acres



Property situated in
section 15, township 6 north - range 1 west
Hinds County, Mississippi

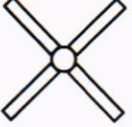
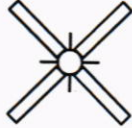
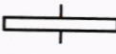
Cynthia Drive





FLOOR PLAN

ELECTRICAL SYMBOL SCHEDULE

Symbol	Description	
	110 volt duplex outlet	
	110 volt duplex GFCI receptacle	
	110 volt duplex waterproof outlet	
	220 volt outlet	
	single pole switch	
	3-way / 4-way switch	
	ceiling light fixture	
	pendant or sconce fixture	
	exhaust fan w/ wo light	
	heater w/ wo light	
	smoke detector	
	recessed light fixture	
	ceiling fan w/ light fixture	
	fluorescent light fixture	
	service panel	
	flood light fixture	
	cable television	
	telephone jack	
	computer data	

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, May 24, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Agenda

I. Call To Order

II. Consideration and Approval of April 26, 2011 Minutes.

III. New Considerations:

A. Construction – 101 W. College Street – Mr. Ryan Florreich

B. Construction – 1330 Cynthia Road, Mr. David Brunson

IV. Other Business

V. Next Meeting

The next meeting will be held on Tuesday, June 28, beginning at 6:30 p.m.

VI. Adjournment

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, May 24, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Meeting Minutes

Members Present: Jim Martin, David Ellis, Pat Smith, & Bettye King

City Officials: Kenneth Dreher

Minutes taken by Lauren Pennington.

1. Call To Order

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

II. Consideration and Approval of April 26, 2011 minutes..

MOTION by Bettye King to approve the April 26 minutes. SECOND by David Ellis.
UNANIMOUS approval. NONE opposed.

III. New Considerations:

A. Dimensional Variance, Mississippi College Mr. Mark Pipper & Dr. Steve Stanford.

Lauren Pennington stated that MC has requested a dimensional variance for an addition to their science building and they have followed all procedure.

David Ellis asked if the pin flag on the property marked anything.

Mr. Pipper stated that the flag was there when they did a soil sample.

Bettye King asked how many parking spaces would be in the underground area.

Mr. Pipper stated that there would be about 53.

Jim Martin asked about the variance that MC is requesting.

Mr. Pipper stated that they need 8ft. into the 20ft. setback and 12ft. on the other.

Jim Martin asked if the front of the building ties into the current buildings on campus.

Mr. Pipper stated that there will be a small gap.

David Ellis looked at the site layout and asked about the existing sidewalk.

Mr. Pipper stated that they will tie into the sidewalk and they have designed the building this was to be cost effective and aesthetically pleasing.

David Ellis stated that since the land is not an issue for this variance he has a problem with approving this based on cost and aesthetics.

Mr. Pipper stated that this building will meet the needs at MC in an economical way.

Kenneth Dreher stated that since this building is in Olde Towne a dimensional variance may not even be required.

Dr. Stanford stated that this building is in a special overlay district, not in Olde Towne. He also stated that this building will be in line with all the current buildings on campus. Are there no exceptions for MC? The university is always very careful with their choices and only want what is best.

Jim Martin stated that the Planning and Zoning Committee is traditionally very stingy with setback requirements.

Dr. Stanford stated that part of MC is in Olde Towne and part is not.

Jim Martin stated that this committee needs to confirm if it is in Olde Towne or not, base their decision on setbacks with that in mind and determine whether or not a variance is needed.

Jim Martin stated that he has some concerns about the Capital Street side of the building and the safety of the street.

Dr. Stanford stated that MC would never do anything without considering the safety of their students.

A Public Hearing was held. NO comments made.

MOTION by Jim Martin to approve the Dimensional Variance on College Street for the 8ft. 3in. needed for their building. SECOND by Bettye King. UNANIMOUSLY approved. MOTION by Jim Martin to approve the Dimensional Variance on Capital Street for the 12ft. 6in. needed for their building asked that the Mayor and Board consider all safety issues that may arise concerning traffic vision. SECOND by Bettye King. UNANIMOUSLY approved.

B. New Commercial Construction, 1330 Cynthia Road, Mr. David Brunson.

Lauren Pennington showed the Planning and Zoning committee the brick, siding and roofing samples.

Mr. Brunson stated that he plans to sell his current building and then lease it while he builds this one.

David Ellis stated that according to the new zoning map this area is zoned RE and that it appears this was a clerical error when the map was made.

Mr. Brunson stated that this area was zoned C2 when he bought it.

David Ellis stated that it would have to be amended.

Jim Martin asked if this new building would be the same size as his current one.

Mr. Brunson stated that it would actually be smaller.

David Ellis stated that he doesn't like the look of metal siding and that it should be bricked all the way around.

Mr. Brunson stated that it is more cost effective to use some metal siding along with the brick and that all buildings in the area have metal siding.

Jim Martin asked if this building has been approved by Architectural Review.

Bettye King and Lauren Pennington stated that it has been.

Bettye King stated that she loves the columns on the building.

A Public Hearing was held. NO comments made.

MOTION by David Ellis to approve the building at 1330 Cynthia Road with consideration that it be bricked all the way around. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

MOTION by David Ellis to adjourn. SECOND by Bettye King.

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

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, April 26, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Meeting Minutes

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

City Officials: Kenneth Dreher

Minutes taken by Lauren Pennington.

1. Call To Order

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

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

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

III. New Considerations:

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

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

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

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

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

Jim Martin asked about the drive-thru area.

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

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

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

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

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

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

Mr. Martin stated that yes there will be.

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

Mr. Martin stated that yes they did.

A Public Hearing was held. NO comments made.

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

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

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

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

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

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

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

Jim Martin asked if there is enough parking.

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

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

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

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

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

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

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

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

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

Mr. Walker stated that it could be done.

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

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

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

A Public Hearing was held. NO comments made.

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

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

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

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

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

Jim Martin asked about the topography of the location.

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

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

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

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

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

A Public Hearing was held. NO comments made.

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

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

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

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

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

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

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

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

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

A Public Hearing was held. NO comments made.

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

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

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

City of Clinton
Mississippi
Community Development

May 17, 2011

Mr. Ryan Florreich
308 East Pearl Street
Ste. 300
Jackson MS 39201

Mr. Florreich:

I have received the preliminary drawings for the New Science Laboratory to be located on the Mississippi College Campus and your request for a dimensional variance. It is my understanding that you are asking for a variance of 8' 3" over the street setback requirements on College Street and 12' 6" on Capital Street.

At this time I have you on schedule to appear before the Planning and Zoning Commission on May 24, 2011 at 6:30 and the Mayor and Board of Alderman on June 7, 2010 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

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

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

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200358319
Mississippi College Zoning Var. Hearing

GLORIA WEAKLEY

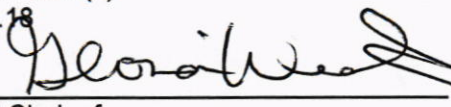
an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

5/6/2011

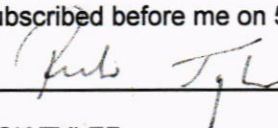
Size: 89 words / 2.00 col. x 11.00 lines

Published: 1 time(s)

Total: \$19.18

Signed 
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 5/6/2011.


Notary Public

RICK TYLER

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

(SEAL)

Notice is hereby given to those parties in interest that there will be a hearing on May 24, 2011 at 305 Monroe Street, at 8:30pm, in Clinton, Mississippi, for the purpose of determining whether or not a dimensional variance shall be granted to the owners, Mississippi College, to build an addition to the science laboratory which would be approximately 12ft. 6in. over the allowed setback line on Capital Street and 8ft. 3in. over the allowed setback line on College Street.

May 6, 2011

0200358319-01





JACKSON OFFICE
308 East Pearl Street, Ste. 300
Jackson, Mississippi 39201

601.352.2699
FAX 601.352.2693
EMAIL info@jbhm.com

April 21, 2011

Jerry Bounds
Director of Community Development
City of Clinton, MS
202 West Leake Street
Clinton, MS 39058

RE: MISSISSIPPI COLLEGE: NEW SCIENCE LABORATORY ADDITION
REQUEST FOR DIMENSIONAL VARIANCE

Dear Jerry:

On behalf of our client, Mississippi College, we are applying for a Dimensional Variance. We are developing plans for a new Science Laboratory addition, which is proposed as an addition to the existing Hederman Science / Self Hall / Math, Computer, Chemistry (MCC) building complex. The new facility is proposed to be located on the parking lot west of the MCC complex. The new building is proposed to be a two-story structure; all laboratory and classroom space will be located on the Second Floor and parking will be located underneath the building on the Ground Floor.

The proposed new addition utilizes the existing Self Hall as a precedent for the design; we have aligned the eastern facade of the addition with Self Hall. As evident in the Site Plan attached to our application, the proposed 'footprint' of the new building therefore encroaches upon the setback along College Street. The proposed footprint also encroaches upon the Capitol Street setback. Also note that the campus precedent regarding setbacks is such that many buildings on campus are located at a distance equal to or closer than that being proposed as part of this application.

I would also like to point out the following features of our proposed Site Design:

- Sidewalks extend along College and Capitol streets, with an enhanced crosswalk/ramp design at the street corners.
- Parking is available underneath the proposed new building.
- Note that the east side of the existing Capitol Street 'widens' as it approaches College Street. We propose to add seven (7) new parallel parking spaces are proposed along Capitol Street, and 'straighten' this portion of the street.
- Currently the existing parking lot on this site extends entirely to Capitol Street. This proposed new facility will correct this condition and will further improve the existing conditions of this particular site.

OFFICES
Biloxi
Columbus
Jackson
Tupelo.

PRINCIPALS
JOS. HENDERSON, AIA
RICHARD H. MCNEEL, AIA
WILLIAM LEWIS, AIA

To the best of our knowledge, granting a variance for this project will not confer Mississippi College any special privilege above other lands, structures or buildings in the same district.

In order to construct this facility, a dimensional variance will be necessary. We hereby request that such a variance be granted, via this letter, our application dated April 21, 2011, and our "Schematic Design and Dimensional Variance Submittal" package dated April 21, 2011. Mississippi College, separately, has submitted the \$250.00 fee to your office.

We understand that full Site Plan and Architectural Review is still required, following approval of the dimensional variance. As we continue to develop the construction documents for this project, we will continue to communicate and coordinate with your office. "Working Plans" will be submitted to your office once complete.

I do appreciate your attention to these matters. Please let me know if you have any further questions or comments.

Sincerely,



Ryan Florreich, Assoc. AIA

Attachment: Schematic Design and Dimensional Variance Submittal" package dated April 21, 2011 (six total sheets)

cc: Dr. Steve Stanford, Glenn Worley, Dr. Stan Baldwin – Mississippi College
Richard McNeel, Mark Pipper – JBHM Architects
JBHM #11018.00.04



By: Representative DeLano

To: Transportation

COMMITTEE SUBSTITUTE
FOR
HOUSE BILL NO. 1216

1 AN ACT TO PROVIDE THAT A MOTOR VEHICLE THAT IS LOCATED UPON
2 PRIVATE PROPERTY MAY NOT BE TOWED EXCEPT WHEN AUTHORIZED BY THE
3 OWNER OR LEINHOLDER OF THE MOTOR VEHICLE, THE OWNER OF THE
4 PROPERTY UPON WHICH THE MOTOR VEHICLE IS LOCATED OR THE TOWING IS
5 AUTHORIZED BY OTHER LOCAL, STATE OR FEDERAL LAW; TO PROVIDE
6 REQUIREMENTS OF SCRAP METAL PROCESSORS AND USED MOTOR VEHICLE
7 PARTS DEALERS WHEN PURCHASING A VEHICLE OR SCRAP VEHICLE; TO AMEND
8 SECTION 63-21-39, MISSISSIPPI CODE OF 1972, TO REQUIRE AN
9 AFFIDAVIT BE FILED WITH THE DEPARTMENT OF REVENUE WHEN CANCELLING
10 A CERTIFICATE OF TITLE FOR SCRAP MOTOR VEHICLES WHEN THE
11 CERTIFICATE OF TITLE IS NOT AVAILABLE; TO REPEAL SECTION 63-25-13,
12 MISSISSIPPI CODE OF 1972, WHICH REGARDS THE SELLING OF A MOTOR
13 VEHICLE OR MOTOR VEHICLE PART TO A MOTOR VEHICLE SCRAP PROCESSOR
14 WITHIN THE MOTOR VEHICLE CHOP SHOP, STOLEN AND ALTERED PROPERTY
15 ACT; AND FOR RELATED PURPOSES.

16 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

17 SECTION 1. A motor vehicle that is located upon private
18 property may not be towed except when authorized by the owner of
19 the motor vehicle, the lienholder of the motor vehicle, the owner
20 of the property upon which the motor vehicle is located or the
21 towing is authorized by other local, state or federal law.

22 SECTION 2. Should a scrap metal processor or used motor
23 vehicle parts dealer be presented the certificate of title or
24 vehicle license plate for any vehicle or scrap vehicle purchased,
25 that scrap metal processor or used motor vehicle parts dealer
26 shall mail or deliver the same to the Department of Revenue as
27 required by law. In lieu of a certificate of title, an affidavit
28 in accordance with the provisions of Section 63-21-39(1) shall be
29 obtained by a scrap metal processor. All other requirements of
30 Section 63-21-39(1) shall be complied with and any other rules
31 promulgated according to that section.



AN ORDINANCE MAKING IT UNLAWFUL TO TOW OR REMOVE A MOTOR VEHICLE, TRAILER, OR OTHER CONVEYANCE FROM PRIVATE PROPERTY EXCEPT BY OWNERS, REPRESENTATIVES, OR LIENHOLDERS, OR BY OWNERS OF PRIVATE PROPERTY, OR POLICE OFFICERS OR TO TOW OR REMOVE ANY MOTOR VEHICLE, TRAILER, OR OTHER CONVEYANCE FROM PUBLIC STREETS OR OTHER SPECIFIED PLACES EXCEPT BY OWNERS, REPRESENTATIVES, LIENHOLDERS, OR POLICE OFFICERS WITHIN THE CORPORATE LIMITS OF THE CITY OF CLINTON, MISSISSIPPI, PROVIDING PENALTIES FOR VIOLATION THEREOF AND FOR RELATED PURPOSES

Be it ordained by the Mayor and Board of Aldermen of the City of Clinton, Mississippi:

It shall be unlawful for any person to tow or remove or cause to be towed or removed any motor vehicle, trailer, or other conveyance from any private property where such is located except when authorized by the owner or authorized representative of the owner of the motor vehicle, trailer, or other conveyance, the lienholder or authorized representative of the lienholder of the motor vehicle, trailer, or other conveyance, or the owner or authorized representative of the owner of the private property upon which the motor vehicle, trailer, or other conveyance is located; except that any such towing or removal may be done or caused to be done by any police officer acting in accordance within the guidelines of established written policy of the city of Clinton Police Department; however, any police officer may cause a motor vehicle, trailer, or other conveyance to be towed or removed from private property due to emergency circumstances, reasonable public safety concerns, or to search for and seize evidence of crime when leaving such motor vehicle, trailer, or other conveyance on private property could pose a safety concern for the officer or citizens, or possibly result in the loss or destruction of evidence of crime, or otherwise as deemed reasonably necessary.

Any police officer is authorized to tow or remove any motor vehicle, trailer, or other conveyance which is parked on private or public property in violation of Mississippi Code Section 63-3-913 (emergency vehicle parking), or Section 27-19-56 (handicap parking), or Section 63-11-30 (driving under the influence), or Section 41-29-139 et.seq. (motor vehicle forfeiture under the Uniform Controlled Substances Law), or Section 97-17-42 (motor vehicle theft) or 97-17-70 (possession of stolen property), or when any motor vehicle or other conveyance has been stopped, parked, abandoned, or otherwise by any person pursued by police for any violation of law or when a person has been arrested for any violation of law and is or was operating any motor vehicle or other conveyance. A code enforcement officer may tow or remove or cause to be towed or removed any motor vehicle, trailer, or other conveyance from private or public property which is found in violation of city ordinance when acting under authority of the mayor or governing body of the city of Clinton.

It shall be unlawful for any person other than a police officer to tow or remove or cause to be towed or removed any motor vehicle, trailer, or other conveyance not owned by such person or authorized representative of the owner, or the lienholder or authorized representative of the lienholder of any motor vehicle, trailer, or other conveyance from any public street, road, highway, alleyway, or otherwise in reference to enforcing any state law or ordinance of the city of Clinton, or otherwise. A police officer may tow or remove or cause to be towed or removed from a public street, road, highway, alleyway, or otherwise any motor vehicle, trailer, or other conveyance which interferes with any event authorized by the mayor or governing body of the city of Clinton. Any motor vehicle, trailer, or other conveyance found in violation of any state law or city ordinance where the towing thereof is not otherwise authorized by law may be towed or removed by authority of a municipal court order issued in the discretion of such court. A police officer shall not be held liable in any manner for the towing or removal of any motor vehicle, trailer, or other conveyance as aforementioned or otherwise when so done in the course and scope of office or duty.

The provisions of this ordinance are supplementary to any existing ordinance related to the towing of motor vehicles. No other ordinance of like type or nature shall stand to modify or repeal any provision herein except by direct repeal or modification of this ordinance after adoption thereof.

Any provision or portion of this ordinance that is held invalid or unconstitutional shall have no affect upon any remaining provision or portion thereof.

PAGE TWO (2) CONTINUATION OF TOWING ORDINANCE

Any person convicted of violating any provision of this ordinance may be fined in any amount not to exceed Five Hundred Dollars (\$500.00) or be imprisoned for any length of time not to exceed ninety (90) days, or punished by both such fine and imprisonment, in the discretion of the court.

This ordinance shall be in full force and effect thirty (30) days after its adoption and enactment.

A motion for adoption was made by Alderman Brabham, and a second from Alderman

Hisaw; and the foregoing Ordinance having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Alderman that the Ordinance be read by the City Clerk before any vote was taken, it was submitted to the Board of Aldermen for passage or rejection by roll call vote whereupon the vote was as follows:

	NAME	VOTE
Alderman (At-Large)	Jehu Brabham	<u>AYE</u>
Alderman (Ward 1)	Tony Hisaw	<u>AYE</u>
Alderman (Ward 2)	Tony Greer	<u>AYE</u>
Alderman (Ward 3)	Bill Barnett	<u>AYE</u>
Alderman ^{WOMAN} (Ward 4)	Kathy Peace	<u>AYE</u>
Alderman (Ward 5)	Mike Morgan	<u>AYE</u>
Alderman (Ward 6)	Mike Cashion	<u>AYE</u>

Whereupon, the Mayor declared the motion carried and the Ordinance approved and adopted.

The foregoing Ordinance was approved this the 7th day of JUNE, 2011.

CITY OF CLINTON, MISSISSIPPI

By:

Rosemary G. Aultman
Rosemary Aultman, (Mayor)

ATTEST:

By:

Russell Wall
Russell Wall, (City Clerk)



This the 7th day of JUNE, 2011.



PROCLAMATION

City of Clinton

By Mayor Rosemary Aultman

Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including City of Clinton, MS; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS City of Clinton, MS recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY Mayor Rosemary Aultman that July is recognized as Park and Recreation Month in the City of Clinton, MS.

IN WITNESS WHEREOF, I have
Hereunto set and caused the seal of the State
of Mississippi, to be affixed at

Clinton, MS, on this
7th day of JUNE, 2011.

Clinton, Mississippi

By: Rosemary G. Aultman
Mayor

ATTEST:

By: Russell Wall
City Clerk



HRES 288 IH

**111th CONGRESS
1st Session**

H. RES. 288

Recognizing the importance of park and recreation facilities and expressing support for the designation of the month of July as 'National Park and Recreation Month.'

IN THE HOUSE OF REPRESENTATIVES

March 26, 2009

Mr. BARROW (for himself and Mr. THOMPSON of Pennsylvania) submitted the following resolution, which was referred to the Committee on Natural Resources.

RESOLUTION

Recognizing the importance of park and recreation facilities and expressing support for the designation of the month of July as 'National Park and Recreation Month'.

Whereas public parks and recreation systems are dedicated to enhancing the quality of life for residents in communities around the country through recreation programming, leisure activities, and conservation efforts;

Whereas parks, recreation activities, and leisure experiences provide opportunities for young people to live, grow, and develop into contributing members of society; create lifelines and continuous life experience for older members of the community; generate opportunities for people to come together and experience a sense of community; and pay dividends to communities by attracting businesses, jobs, and increasing housing value;

Whereas parks and recreation services play a vital role in creating active and healthy communities, and the majority of older adults who visit parks report moderate or high levels of physical activity during their visit and 50 percent of older adults who participated in light to moderate aerobic park activity report being in a better mood after visiting parks;

Whereas parks and recreation facilities foster a variety of activities that contribute to a healthier United States, such as introducing injured military veterans and those with physical disabilities to physical activity, mobilizing urban communities to use chronic disease prevention practices, working with local school systems to develop science-based curricula to educate children on nutrition and activity, connecting children with nature, and combating obesity in youth;

Whereas the creation of places for physical activity, combined with information outreach, produced a 48.4 percent increase in the frequency of physical activity;

Whereas more than 75 percent of United States citizens use park and recreation facilities to maintain fitness and to remain socially interactive, which are critical to maintaining community cohesion and pride;

Whereas community recreation programs at park and recreation facilities provide children with a safe refuge and a place to play, which helps to reduce at-risk behavior such as drug use and gang involvement;

Whereas 69 percent of the United States population believes in local park and recreation services, which supports the idea that such parks and services should be funded by taxes and user fees;

Whereas public parks and recreation facilities create enormous economic value through increased partnership, which improves the job base and the economic viability of the local economy, including business relocation and expansion in the community and increased tourism; and

Whereas parks and recreation facilities reduce fuel costs and commute times by providing a place close to home to relax, exercise, and reduce stress: Now, therefore, be it

Resolved, That the House of Representatives—

- (1) recognizes the great societal value of parks and recreation facilities and their importance in local communities across the United States;
- (2) recognizes and honors the vital contributions of employees and volunteers in park and recreation facilities; and
- (3) supports the designation of a 'National Park and Recreation Month'.



A NEEL-SCHAFER COMPANY

May 24, 2011

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

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

Dear Mayor Aultman:

This is an Addendum to our Letter Agreement to provide debris monitoring services to **City of Clinton** for debris removal efforts related to the advertised scope of work for monitoring services related to the April 15th-28th, 2011 Tornado/high wind events throughout the City of Clinton. This letter will serve as an Amendment to Work Assignment #1 between **City of Clinton** and True North Emergency Management, A Neel-Schaffer Company (True North), to provide these services.

The initial work assignment was based on a theoretical work crew assignment of four monitors over 30 days at 10 hours per day. The Contractor utilized more than four work crews at a time, hauled debris for more than 10 hours a day, and we had to monitor two separate contractors for over a week, along with additional truck certifications and hiring a second contractor, and cover up to 3 disposal sites at one time, thus resulting in more monitors being utilized. It is anticipated that we will exceed the initial fee estimate of \$80,070. This Contract Addendum would increase this not-to-exceed fee by \$80,000 to \$160,070. We anticipate completing this work by June 30, 2011.

This fee will not be exceeded without written authorization from you. If the terms of this Contract are acceptable, please execute both originals and return one of them to us. We appreciate the opportunity to provide these services to you and look forward to working with you and your staff.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Kiser".

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

Accepted: **City of Clinton**

By:

A handwritten signature in blue ink that reads "Rosemary G. Aultman".

Date:

6-8-2011

STATE OF MISSISSIPPI

COUNTY OF HINDS

**SECOND ADDENDUM TO THE CONTRACT FOR DEBRIS REMOVAL
FOR APRIL 15TH-28TH, 2011 TORNADO/HIGH WIND DEBRIS**

This Addendum to the Contract is made and entered into on this the ____ day of June, 2011, by and between the City of Clinton, Mississippi, a municipal corporation (hereinafter "City"), and **Utility Constructors, Inc.**, (hereinafter "Contractor"). W I T N E S S E T H:

WHEREAS, on May 3, 2011, bids were received for the **Debris Removal Contract**; and

WHEREAS, on May 9, 2011, the parties entered into a contract for debris removal in Clinton related to the aftermath of a tornado and high wind events (hereinafter, the "Contract"); and,

WHEREAS, said contract was a 30 day contract; and, on June 9th, the contract is set to expire; and,

WHEREAS, said contract is intended to complete the debris removal effort of eligible storm related debris and debris still exists,

WHEREAS, the Contractor had leased the grinding site and is not able to extend the lease for the minimal volume of vegetative material left in the City,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both the City and the Contractor, it is hereby agreed as follows:

1. Section IV(a), "Time", of the Contract is hereby amended to read as follows:

The contract will be a 60 day contract (calendar days) from the issuance of the Notice to Proceed, extending the contract from May 9th, 2011 to July 9th, 2011. Contractor will provide debris removal from the public ROW's with debris crew(s) working approximately 5 days per week with one or two street crews, as needed.

2. Section V(a), "Payment and Measure", of the Contract is hereby amended as follows: Payment for vegetative debris (Pay Item #1) shall be paid at the payment rate for C/D material (Pay Item #2) for the vegetative debris that will be hauled during this contract extension between June 10th and July 9th, 2011, increasing the payment for vegetative debris loading, hauling and disposal from \$6.75/CY to \$9.90/CY based on a schedule of cost per cubic yard of eligible debris (as submitted in Exhibit A), based on the elimination of the vegetative grinding site due to the

lack of remaining vegetative material, as the Contractor cannot justify the expense of leasing the site another month and will not extend the contract without this change. This increase in cost is based on the unit pricing submitted by the contractor in his original bid that includes the cost for the disposal site dumping fee. Vegetative debris hauled prior to this Addendum will remain at the \$6.75/CY price.

Should there be any conflict between this Addendum and the Contract, the provisions of this Addendum shall control. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

“CONTRACTOR”

By: _____

Title _____

CITY OF CLINTON, MISSISSIPPI

By: Rosemary D. Aultman
Mayor Rosemary Aultman

ATTEST:

Kenneth L. Wall
MUNICIPAL CLERK



Exhibit A - UCI Second Addendum

BIDDER'S SCHEDULE

CONTRACT FOR DEBRIS REMOVAL FOR APRIL 15TH TORNADO DEBRIS

PAY ITEM NO.	DESCRIPTION	Activity	QUANTITY*	UNIT	UNIT PRICE	TOTAL
1	Identify, sort, load, haul and dispose of eligible vegetative debris from the street rights-of-way, and public property within the City of Clinton from the area assigned by the City.	Identify, sort, load, haul and dispose of vegetative debris.	35,000	CY	\$6.75	\$236,250.00
2	Identify, sort, load, haul and dispose of eligible Construction/Demolition (C&D) debris from the street rights-of-way and public property within the City limits of Clinton from the area assigned by the City.	Identify, sort, load, haul and dispose of C&D debris.	4,000	CY	\$9.90	\$39,600.00
3	Identify, sort, load, haul and dispose of appliance debris from public rights-of-way, including Freon recovery from refrigeration/freezer units. Trucks limited to exclusive hauling of appliance loads when hauling appliances.	Identify, sort, load, haul, capture Freon and dispose of appliance debris.	100	CY	\$100.00	\$10,000.00
Subtotal Items 1-3						\$285,850.00

*There is no guarantee that any work assignments will be issued under this contract. The quantities listed are only for the purpose of comparing proposals. There will be no adjustment of unit prices based on the quantity of work completed.

All items must be bid by Contractor, or bid will be considered Non-conforming.

CONTRACT CHANGE ORDER

OWNER: City of Clinton, P.O. Box 156, Clinton, MS 39060

CONTRACTOR: Greenbriar Digging Service, LP, 1941 Highway 550 NW, Brookhaven, MS 39601

DATE: May 26, 2011 PROJECT NUMBER: _____

CHANGE ORDER NUMBER: One (Summary) CONTRACT NUMBER: N/A

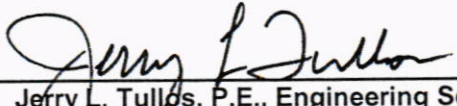
PROJECT NAME: Pinehaven & McRaven Road Water Improvements

REASON FOR CHANGE: Adjust estimated plan quantity to actual quantity installed.

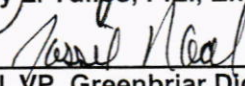
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QUANTITY	UNIT	UNIT COST	TOTAL CONTRACT
	SEE ATTACHMENT				(35,260.50)
TOTAL CONTACT CHANGE:					(35,260.50)
ORIGINAL CONTRACT AMOUNT:					309,350.00
CURRENT CONTRACT AMOUNT:					309,350.00
THIS CONTRACT CHANGE:					(35,260.50)
REVISED CONTRACT AMOUNT:					274,089.50
CURRENT CONTRACT COMPLETION DATE:					March 23, 2011
TIME EXTENSION REQUIRED BY CHANGE:					None
REVISED CONTRACT COMPLETION DATE:					Substantial Completion March 9, 2011

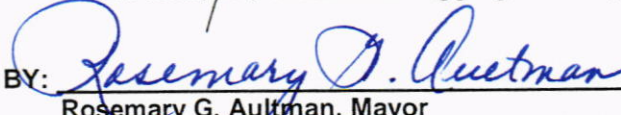
THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: 
Jerry L. Tullos, P.E., Engineering Service

5/27/11
Date

ACCEPTED BY: 
Jessie Neal, VP, Greenbriar Digging Service, LP

5/26/11
Date

APPROVED BY: 
Rosemary G. Aultman, Mayor

6/8/11
Date

**GENERAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF CLINTON
AND
M & G ENTERPRISES, INC. d/b/a
ENGINEERING SERVICE**

This is an Agreement made this ____ day of _____, 2011, by and between the City of Clinton, Post Office Box 156, Clinton, Mississippi 39060 (**OWNER**) and M&G Enterprises, Inc. dba Engineering Service, Consulting Engineers, P.O. Box 4632, Jackson, MS 39296 (**ENGINEER**).

The **OWNER** hereby employs the **ENGINEER** to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the **OWNER's** professional representative on the services as may be authorized and to provide professional engineering consultation as may be required. The **ENGINEER** agrees to provide the professional services authorized by the **OWNER**, and **OWNER** agrees to compensate the **ENGINEER** for the professional services rendered.

The **OWNER** and **ENGINEER** further agree that the purpose of this Agreement is to authorize certain general professional engineering and land surveying services for which the scope of work is limited or not readily definable. In addition, the **OWNER** and **ENGINEER** agree that for any professional services for which the scope of work is readily definable, that a separate agreement shall be prepared to authorize that work, and such services shall be performed consistent with the terms and conditions of performance inconsistent with this Agreement in which case the terms and conditions of the separate agreement shall control. The **OWNER** and **ENGINEER** hereby agree to the following provisions:

1. ENGINEER's RESPONSIBILITIES

- 1.1 The **ENGINEER** shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the **OWNER**;
- 1.2 The **ENGINEER** shall consult with the **OWNER** to establish the **OWNER's** requirements for the professional services identified by the **OWNER**;
- 1.3 The **ENGINEER** shall consult with the **OWNER** regarding the need for the **OWNER** to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the **OWNER**, and assist the **OWNER** in securing such special services;
- 1.4 The **ENGINEER** shall furnish the professional services required by the **OWNER** for such endeavors including the provision of evaluations, comparative analyses of

potential alternatives, reports of the findings and recommendations, land surveys, planning reports, design engineering, construction engineering, opinions of probable construction cost, project budgetary information and any other professional services deemed appropriate by the **OWNER**;

1.5 The **ENGINEER** shall prepare and provide to the **OWNER** at least three copies of any evaluation, analysis, report, survey, design or construction engineering document, opinion of cost or any other deliverable resulting from the services provided by the **ENGINEER**; and

1.6 The **ENGINEER** shall provide the general services relative to this Agreement in accordance with the general scope of services that may be prepared from time to time for various initiatives, which shall be and become attached to and made a part of this Agreement.

2. **OWNERS'S RESPONSIBILITIES**

2.1 The **OWNER** shall provide the necessary support and assistance in a timely manner so as not to delay the services of the **ENGINEER**;

2.2 The **OWNER** shall provide all criteria and full information as to **OWNER's** requirements for the professional services required and designate in writing a person with authority to act on the **OWNER's** behalf on all matters concerning the work effort;

2.3 The **OWNER** shall furnish to **ENGINEER** all existing studies, reports and other available data pertinent to the work, obtain or authorize **ENGINEER** to obtain or provide additional reports and data as required, and furnish to **ENGINEER** services of others required for the performance of **ENGINEER's** services hereunder, and **ENGINEER** shall be entitled to use and rely upon all such information and services provided by **OWNER** or others in performing **ENGINEER's** services under this agreement;

2.4 The **OWNER** shall arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services hereunder; and

2.5 The **OWNER** shall bear all costs incident to compliance with the requirements of this Section.

3. **PERIOD OF SERVICE**

3.1 The general services authorized by this Agreement shall be preformed in accordance with this Agreement during 2011;

3.2 The general services performed after calendar year 2011 shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the **OWNER** and **ENGINEER**; and

3.3 The general services for the work authorized by this Agreement shall be considered complete upon the acceptance of the work product by **OWNER** or upon the passage of thirty (30) days after the date the deliverable is submitted to the **OWNER**, whichever date is earlier.

4. COMPENSATION TO THE ENGINEER

4.1 The **ENGINEER** shall provide the general services authorized herein on an hourly basis in accordance with the standard hourly billing rates of the **ENGINEER**, a copy of which is attached hereto for calendar year 2011;

4.2 The **ENGINEER** shall notify the **OWNER** of the standard hourly billing rates that shall apply to the services rendered under this Agreement no less than annually after calendar year 2011;

4.3 The **OWNER** shall compensate the **ENGINEER** for the general services authorized by this Agreement in accordance with the hourly rates, plus direct reimbursable expenses including printing, postage, travel, subsistence and the like;

4.4 The **ENGINEER** shall submit monthly invoices for the general services rendered in accordance with the hourly rates, and shall invoice for the direct expenses incurred at cost;

4.5 The **OWNER** shall make prompt monthly payments to the **ENGINEER** for services rendered;

4.6 The **ENGINEER's** general services and hourly rates are provided on the basis of prompt payment by the **OWNER** of invoices rendered and continuous progress on the work by the **ENGINEER** until submission of work product;

4.7 If the **OWNER** fails to make any payment due the **ENGINEER** for services and expenses within thirty (30) days after receipt of **ENGINEER's** statement, the amounts due **ENGINEER** will be increased at the rate of 1% per month from said thirtieth (30th) day, and in addition, **ENGINEER** may, after giving seven (7) day's written notice to **OWNER**, suspend services under this Agreement until **ENGINEER** has been paid in full all amounts due for services, expenses and charges.

5. COST CONTROL

5.1 The **OWNER's** budgetary requirements and considerations with respect to each work effort shall be established by mutual agreement between the **OWNER** and **ENGINEER**; and

5.2 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by **ENGINEER** hereunder will be made on the basis of **ENGINEER's** experience and qualifications, and represent **ENGINEER's** best judgment as an experienced and qualified design professional. It is recognized, however, the **ENGINEER** does not have control over the cost of labor, material, equipment, or services furnished by others, or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the work authorized herein must of necessity be speculative until completion of its detailed design. Accordingly, **ENGINEER** does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by **ENGINEER** to **OWNER** hereunder.

6. GENERAL CONSIDERATIONS

6.1 All documents prepared or furnished by **ENGINEER**, and **ENGINEER's** independent professional associates and consultants, pursuant to this Agreement are instruments of service and **ENGINEER** shall retain an ownership and property interest therein. **OWNER** may make and retain copies for information and interest therein. **OWNER** may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by **OWNER** or others. Any reuse without written verification of adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER** or to **ENGINEER's** independent professional associates and consultants, from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification of adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**;

6.2 The obligations to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated for failure of the **OWNER** to perform, the **ENGINEER** shall be paid for all services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus a reasonable fee to be mutually agreed upon at the appropriate time by both parties to account for **ENGINEER's** rescheduling adjustments, reassignment of personnel and related costs incurred due to termination;

- 6.3 **OWNER** and **ENGINEER** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **OWNER** and **ENGINEER**, and to the extent permitted by paragraph 6.4, the assigns of **OWNER** and **ENGINEER**, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement;
- 6.4 Neither **OWNER** nor **ENGINEER** shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **ENGINEER** from employing such independent professional associates and consultants as **ENGINEER** may deem appropriate to assist in the performance of services hereunder;
- 6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than **OWNER** and **ENGINEER**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **OWNER** and **ENGINEER**, and not for the benefit of any other party;
- 6.6 The **ENGINEER** has not been retained or compensated to provide design or construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any excavations and any erection methods and temporary bracing.
- 6.7 This Agreement together with such amendments which shall be added from time to time constitutes the entire Agreement between **OWNER** and **ENGINEER** and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

7. SPECIAL PROVISIONS

- 7.1 **ENGINEER's Insurance:** The **ENGINEER** shall acquire and/or maintain statutory workmen's compensation insurance coverage, professional liability coverage for errors and omissions, employer's liability, and general liability insurance coverage for the life of this Agreement.

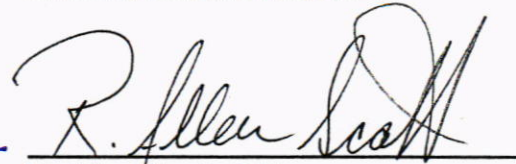
8. EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF CLINTON, MISSISSIPPI

M&G ENTERPRISES, INC. DBA
ENGINEERING SERVICE

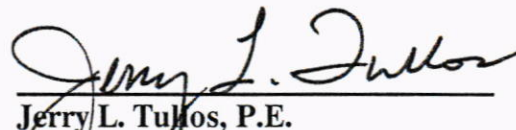

Rosemary Aultman, Mayor

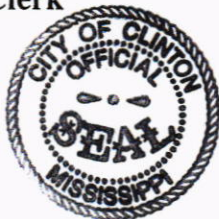

R. Allen/Scott, P.E.

ATTEST:

ATTEST:


Russell Wall
City Clerk


Jerry L. Tullios, P.E.



HOURLY RATES FOR PROFESSIONAL SERVICES

(EFFECTIVE 09/01/10)

<u>Position</u>	<u>Hourly Rate</u>
Sr. Principal Engineer	\$ 145.00
Principal Engineer	135.00
Sr. Project Manager	125.00
Oil & Gas Pipeline Sr. Engineer	125.00
Sr. Environmental Scientist	115.00
Environmental Scientist	85.00
Project Manager	110.00
Sr. Project Engineer	105.00
Project Engineer	100.00
Engineer Intern IV	95.00
Engineer Intern III	90.00
Engineer Intern II	85.00
Engineer Intern I	80.00
Licensed Surveyor	90.00
Drafting (Computer)	42.00
Engineering Technician	55.00
Sr. Engineering Technician	80.00
Word Processing	50.00
On-Site Representative (Regular Time)	57.00
On-Site Representative (Overtime)	65.00
Survey Crew	145.00
Survey Crew (Overtime)	190.00
Data Collector	107.00 / day



American Municipal Services
Corporate Office
3724 Old Denton Road
Carrollton, TX 75007
Phone: 888-290-5660
Fax: 469-568-1119
Web: www.amsltd.us

COLLECTION AGREEMENT

The City of Clinton, Mississippi hereinafter referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection services for the Municipality, and American Municipal Services desires to undertake such collection services. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMS citations, fees, fines and/or warrants for collection. No specific number or dollar amount of citations that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those citations sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any fine and or court costs due to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 8:00 pm from Monday through Friday, and between the hours of 8:00 am and 5:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMS staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a defendants request to contact the defendant during specified hours, or at a specified location.

AMS will arrange for all defendants to send their payments directly to AMS. AMS will process and deposit all payments into a trust account and will between the first and the fifteenth of each month forward to the Municipality a check in the amount equal to all payments received for the previous month. AMS will then invoice the municipality for the collection fee. AMS may accept payment by credit card and charge the defendant the standard AMS fee for that service. AMS will provide the Municipality with reports on payments received, as payments are received on a daily basis and provide a monthly payment report showing all payments for the previous month between the first and fifteenth of each month. In the event a defendant makes a payment directly to the court, whether in person or by mail, on a case AMS is in the process of collecting, the Municipality will notify AMS of such payment and the collection fee is due from said payment.

Twenty-Five percent (25%) will be added to the amount a defendant owes for each offense as a collection fee. AMS, for its collection services with these accounts, is to be paid the Twenty-Five Percent (25%) that is added to each offense. AMS agrees to invoice the Municipality on or about the fifteenth (15th) day of each month for the previous months collections, said invoices being due and payable within thirty (30) days. AMS will not be paid on an account if the case is dismissed by the court for whatever reason, or the defendant is arrested.

All expenses in the collection process including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and is not in any way considered an

employee, agent, or representative of the Municipality. AMS agrees to constantly monitor its employees to insure all contacts with defendants are done in a polite, courteous, and helpful manner.

AMS is authorized to arrange payment schedules with defendants and to authorize partial payments provided the entire amount to be paid by the defendant equals the total of the fine and costs established by the Municipality. AMS agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMS negotiate a payment plan. When a payment plan is established, AMS agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to AMS. AMS agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

The Municipality may withdraw any citation at any time from AMS, and either party to this Collection Agreement may terminate this Collection Agreement upon thirty (30) days written notice.

Municipality: Clinton, MS

Address: PO Box 156, Clinton, MS 39060

Telephone: 601-924-5474

Fax: 601-925-4605

Contact person: Russell Wall, City Clerk/CFO

City of Clinton, Mississippi

Signature by:

Rosemary G. Aultman

Date:

6-8-2011

Print Name:

ROSEMARY G. AULTMAN

Title:

MAYOR

American Municipal Services:

By:

Date:

Gregory L. Pitchford, Chief Financial Officer

INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all losses, claims, demands, damages, suits or actions, of whatever type or nature, arising from, or in any way resulting from, or in any way connected with, any activity of American Municipal Services or its agents, attorneys, servants or employees in the handling and/or collecting of the below named Municipality Warrants, Citations or monies.

Agreed to, this the _____ day of _____, 2011.

American Municipal Services:

By: _____

Gregory L. Pitchford, Chief Financial Officer

Municipality Court:

City of Clinton, Mississippi



American Municipal Services
Corporate Office
3724 Old Denton Road
Carrollton, TX 75007
Phone: 888-290-5660
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Address: PO Box 156, Clinton, MS 39060

Telephone: 601-924-5474

Fax: 601-925-4605

Contact person: Russell Wall, City Clerk/CFO

City of Clinton, Mississippi

Signature by: _____ Date: _____

Print Name: _____ Title: _____

American Municipal Services:

By: Gregory L. Pitchford Date: 6-09-11

Gregory L. Pitchford, Chief Financial Officer

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Agreed to, this the 9TH day of June, 2011.

American Municipal Services:

By: Gregory L. Pitchford

Gregory L. Pitchford, Chief Financial Officer

Municipality Court:

City of Clinton, Mississippi