

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, DECEMBER 1, 2009 - 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 - N

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

APPROVAL OF PAINT COLORS – 305 JEFFERSON STREET – RALPH CARROLL

Upon presentation by Jerry Bounds, Director of Community Development , **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cashion the board approved the paint colors requested by Ralph Carroll to be located at 305 Jefferson Street in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF SIGN – 106 B WEST LEAKE STREET – JOHN BRELAND

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Morgan the board approved the sign requested by John Breland to be located at 106 B West Leake Street in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF SITE PLAN – 105 CROSSPARK DRIVE – J N J BUILDERS

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved the site plan requested by J N J Builders to build a spec building to be located at 105 Crosspark Drive in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 101 WEST LAKEVIEW DRIVE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved a resolution determining the necessity for the cleaning of private property located at 101 West Lakeview Drive, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. Based on a request by the property owner the board approved an extension effective till January 4, 2010 to the property owner to clean the property. The board also requested that at the January 5, 2010 meeting that an update on the cleaning of the property be made and if the property has not been cleaned the owner would have two weeks to clean the property before the resolution would take effect. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 200 B LINDALE DRIVE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved a resolution determining the necessity for the cleaning of private property located at 200 B Lindale Drive, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

CONSIDERATION OF BIDS FOR THE RADIO READ SRF WATER PROJECT

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved the bid from Vanguard Utility Service, Inc. for \$1,899,139.07 for the Radio Read SRF Water project as being the lowest and best bid. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ENGINEERING CONTRACT FOR THE CONSTRUCTION PHASE OF THE RADIO READ METER PROJECT

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved an engineering contract for the construction phase of the Radio Read Meter project with Williford, Gearhart & Knight, Inc. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN EXTENSION OF A MORATORIUM ON THE LOCATION OF CERTAIN TYPES OF BUSINESSES IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved an extension of a moratorium on the location of certain types of businesses in the City of Clinton, Mississippi. The Order is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

AUTHORIZE THE MAYOR TO ENTER INTO NEGOTIATIONS TO SELL A TRACT OF MUNICIPAL PROPERTY OF APPROXIMATELY 0.86 ACRES TO BEN WALKER FOR SINGLE FAMILY RESIDENCES, SAID PROPERTY BEING A PORTION OF LOT 110 OF THE PLAT OF THE TOWN OF CLINTON, AND FINAL TERMS AND CONDITIONS OF THE SALE WILL BE PRESENTED TO THE MAYOR AND BOARD OF ALDERMEN FOR FURTHER ACTION AS REQUIRED BY STATUTE

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Morgan and **SECONDED** by Alderwoman Peace the board approved authorizing the Mayor to enter into negotiations to sell a tract of Municipal property of approximately 0.86 acres to Ben Walker for single family residences, said property being a portion of Lot 110 of the plat of the Town of Clinton, and final terms and conditions of the sale will be presented to the Mayor and Board of Aldermen for further action as required by statute. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:27 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 5, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary S. Aultman
Rosemary Aultman, Mayor

12.2.2009
Date

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

12-2-2009
Date



10-29-09

To: Mr. Jerry Bowers
From: Ralph Carrall
Subject: Painting Building 305 Jeffers

I wish to update the
blue paint on the building
located at 305 Jefferson St.

Please Consider the
enclosed Color.

Thank you.

City of Clinton
Mississippi
Community Development

November 3,

Mr. Robert Carroll
515 Biscayne Cove West
Clinton, MS 39056

Dear Mr. Carroll:

I have received your letter requesting to repaint your building located at 305 Jefferson St. This property is located in the Old Town District of Clinton, which requires The Planning and Zoning Board's approval and the Mayor and Board of Alderman's approval. You or your representative must be present at both of these meetings. The Planning and Zoning Board will meet on November 24, 2009 at 6:30 pm. The Mayor and Board of Alderman will meet on December 1, 2009 at 7:00 pm. Both meeting will be held in the Municipal Court room located 305 Monroe Street.

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

Sincerely,

Jerry "J.B." Bounds
Director
Community Development

PLANNING AND ZONING COMMISSION

Clinton, MS
Tuesday NOVEMBER 24, 2009
6:30 p.m.
Municipal Courtroom
305 Monroe Street

Minutes by Cassie Cutrer, Assistant

Commission Members Present: Bettye King, Jim Martin, Pat Smith, Mark Williams, Foster Ellis

City Officials Present: Ken Dreher, City Attorney, Jerry Bounds, Director

I. Call to Order

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

II. Consideration and Approval of October 27, 2009 Minutes

MOTION made by Foster Ellis to approve the October 27, 2009 minutes.
SECOND by Bettye King. MOTION carried UNANIMOUSLY, NONE opposed.

III. New Considerations

A. Approval of Sign: 106-B West Leake Street, John Breland

Jerry Bounds explained that Mr. Breland is requesting to put up two signs on his building. Both are in compliance. The measurements of the sign were clarified. One sign's dimensions are 4.0" x 1.3". The other sign dimensions are 18" x 6". Jerry Bounds stated that the Historical Preservation Committee had already approved the signs.

Jim Martin asked if there was anything John Breland wanted to add. Mr. Breland said he did not.

Bettye King commented that it was an attractive sign.

Jim Martin asked what the sign would be constructed of. John Breland said it would be made of aluminum with foam core.

A PUBLIC HEARING was held and no comments were made.

MOTION made by Bettye King to approve the signs submitted by John Breland to be placed at 106-B West Leake Street. SECOND by Pat Smith. MOTION carried UNANIMOUSLY. NONE opposed.

B. Approval of Site Plan: 105 Crosspark Dr., J.N.J. Development, Nick Birdsong

Jerry Bounds explained that the site plans for the proposed building has been approved by the Architectural Review board with the condition that the colors be

changed to tan and stone. The building is only a spec. building. Jerry Bounds showed the Commission members the colors which the Architectural Review Board suggested. Jerry Bounds explained that when J.N.J. decides what will go in the building, they will need to submit more drawings for approval by the Planning and Zoning Commission.

Nick Birdsong said they were talking to a few prospects for the building.

Jim Martin asked if the parking requirements were okay and if the set backs were correct. Jerry Bounds answered that everything about the building complies with regulations. However, when it is decided what will go into the space, everything will need to be recalculated to ensure codes are met.

Jim Martin asked Nick Birdsong he would agree to the color suggestions. Nick Birdsong replied yes.

A PUBLIC HEARING was held. There were no comments made.

MOTION made by Foster Ellis to approve the site plans for the proposed spec. building at 105 Crosspark Dr. SECOND by Mark Williams. UNANIMOUS approval. NONE opposed.

C. Approval of Paint Colors: 305 Jefferson St., Ralph Carrol

Jerry Bounds asked the Planning and Zoning Commission if they would review the paint colors submitted by Ralph Carroll for his building on Jefferson St., even though he was not present for the meeting.

The Commission members agreed and reviewed the colors.

MOTION made by Bettye King to approve the colors at 305 Jefferson Street submitted by Ralph Carroll. SECOND by Pat Smith. UNANIMOUS approval. NONE opposed.

III. Other Business

There was no other business to be discussed.

IV. Next Meeting

The next meeting will be held on January 26, 2009, at 6:30 p.m. in the Municipal Courtroom.

V. Adjournment

The meeting was adjourned with UNANIMOUS approval, NONE opposed, at 6:39 p.m.

JohnBreland
LEGAL COUNSELOR

November 8, 2009

City of Clinton
Department of Community Development
200 West Leake Street
Clinton MS 39056

Via Hand Delivery

Re: Signage for Breland Law Office in Olde Towne

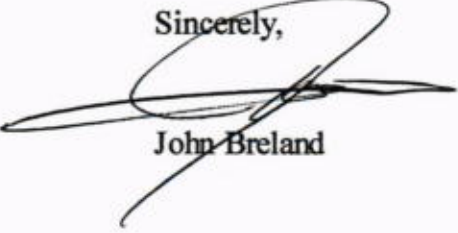
Gentlemen:

This letter presents an amended signage request from the one I submitted last week. Later this week I will open a law office at 106-B West Leake Street in Olde Towne, Clinton. I request authority to erect the signage depicted in the attached diagrams.

Essentially, my signage will consist of a wall sign on the east side of the building (facing the Petra Restaurant parking lot) and a small sign affixed to the wall beside the entrance door facing West Leake Street. The sign on the east wall will measure approximately 4' x 1'-3" (5.1 sq. ft.) The small sign by the entrance door will measure approximately 20" x 6" (0.8 sq. ft.). The total square footage is slightly less than 50 percent of the linear building footage facing West Leake Street. Both signs will be navy blue with tan and white lettering. Both signs will be made of 10-year warranty, tri-layer aluminum laminate with foam core.

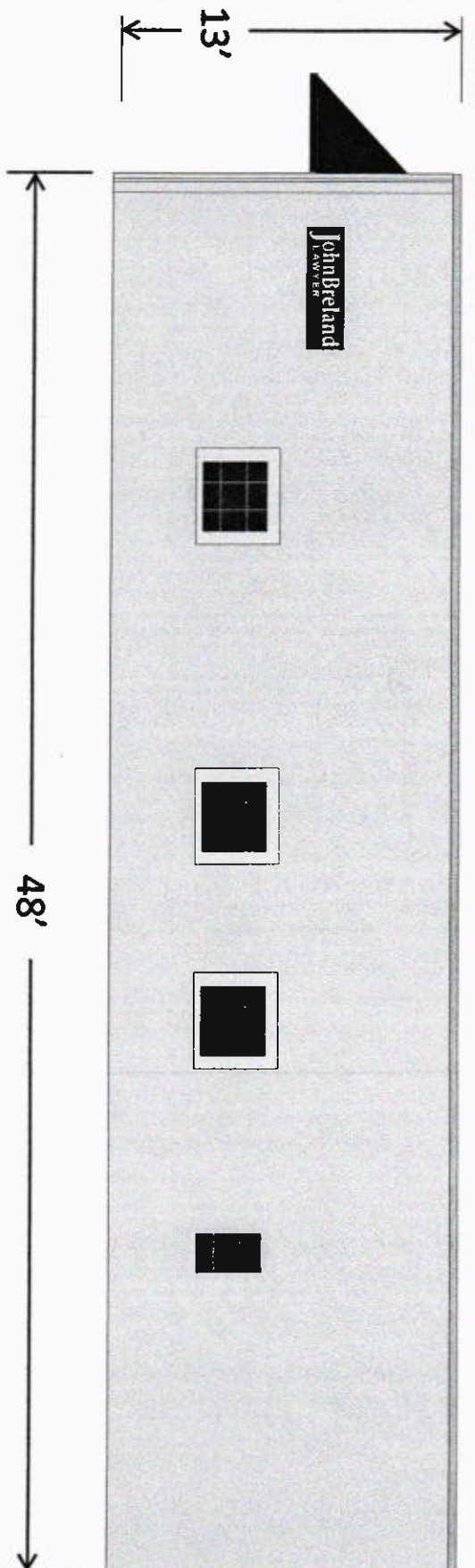
If you need any additional specifications or modifications, please let me know.

Sincerely,



John Breland

Enclosures



PROPOSED EAST WALL SIGNAGE (Revised 08 NOV 09)

106 West Leake St., Clinton MS

Sign dimensions: 4'-2" x 1'-3" (5.1 sq. ft)

Exterior street frontage is 12'

Submitted By:

John Breland

Breland Law Office

106-B W Leake St.

Clinton MS 39056

601-488-4876 (Phone)

888-876-3991 (Fax)

913-704-8846 (Cell)

breland.law@gmail.com

John Breland LAWYER

4' - 0" x 1' - 6"



20" x 6"

City of Clinton
Mississippi
Community Development

November 10, 2009

Mr. John Breland
200 West Leake Street
Clinton, MS 39056

Dear Mr. Breland:

I have received your letter requesting a permit to place an identification sign at 200 West Leake Street. You are located in the Old Town Clinton District. In this district, all construction, remodeling, painting, signs, etc. are required to go before the Historical Preservation Committee, Planning and Zoning Committee and Mayor and Board of Alderman. You or a representative must be present at the Planning and Zoning meeting on November 24, 2009, this meeting starts at 6:30 pm and the Mayor and Board of alderman meeting on December 1, 2009, this meeting starts as 7:00 pm. Both meetings will be held in the Municipal Court Room of the Police Department located at 305 Monroe Street.

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

Sincerely,

Jerry "J.B." Bounds
Director
Community Development

Historical Preservation Commission
Clinton, Mississippi

Tuesday, November 17, 2009

4:30 p.m.

Community Development Office

Minutes Taken By Cassie Cutrer, Assistant

Commission Members Present: Tara Lytal

City Officials present: Jerry Bounds, Community Development Director; Cassie Cutrer, Assistant

I. Agenda Items: The meeting began at 5:00 p.m.

A. Approval of Paint Colors for 305 Jefferson Street, Mr. Ralph Carroll.

Jerry Bounds showed Tara the color swatches submitted by Mr. Ralph Carroll for his building at 305 Jefferson St. They discussed the appropriateness of the colors for the Olde Towne area.

Colors were approved.

B. Approval of Sign for John Breland's Law Office at 106 West Leake Street.

Jerry Bounds showed the sign renderings and discussed the dimensions of the building. The dimensions of the sign and dimensions of the building are in compliance with the sign ordinance. Tara asked if Mr. Breland's sign would be the only one on the building since he shares it with another business. Jerry Bounds replied that his sign would still allow for the other business to put up a sign.

After looking at the sign and dimensions and design, Mr. Breland's sign was approved.

II. The meeting ended at 4:45 p.m.

Architectural Review Committee

Clinton, Mississippi

Tuesday, November 17, 2009

5:00 p.m.

Community Development Office

Minutes Taken By Cassie Cutrer, Assistant

Commission Members Present: Tara Lytal, George Ewing

City Officials present: Jerry Bounds, Community Development Director; Cassie Cutrer, Assistant

I. Agenda Items: The meeting began at 5:00 p.m.

A. Architectural Plans for 105 Crosspark Drive, Lot 3

Jerry Bounds showed the plans to the committee. He explained that the builder J.N.J. Development does not know what they will do with the building yet. It is a speculative building. George Ewing asked if the contractors had submitted colors for the building. Tara Lytal noted that landscape plans were included.

Jerry Bounds showed the committee the colors submitted for the walls and trim.

The committee clarified the location of the building.

Tara Lytal expressed that she would like to see the darker color for the metal wall and lighter color for the trim. Tara stated she was o.k. with the building structure for where it would be built.

The committee discussed other color combinations for the building.

The committee approved the building on the condition that they use tan walls with stone trim.

II. The meeting ended at 5:15 p.m.

City of Clinton
Mississippi
Community Development

November 4, 2009

J.N.J. Development
P.O. Box 2235
Clinton, MS 39060

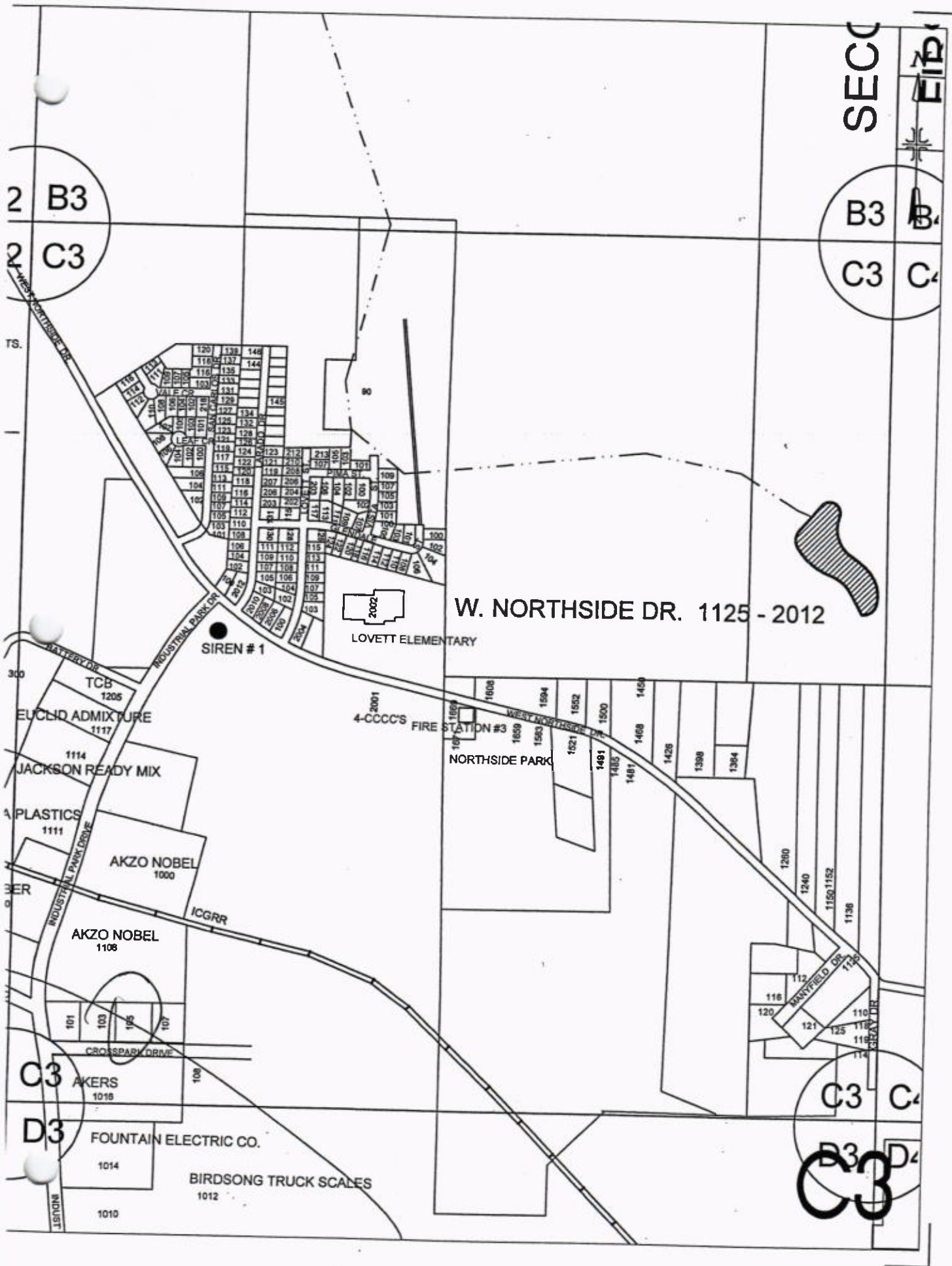
Mr. Nick Birdsong:

I have received your site plan documents concerning the building you are proposing. I need a little more information in order to proceed. Please furnish the following information and return to my office. 1. Proposed materials and color schemes, along with small sample. 2. All existing and proposed easements. 3. Existing and proposed water and sewer lines. 4. Proposed and existing fire hydrants. 5. Existing and proposed storm drainage facilities. I am also inclosing a site plan review check list. Fill out all information that you have knowledge of. The Site Plan Review committee will meet on November 24, 2009 at 6:30 pm and the Mayor and Board of Alderman will meet on the December 1, 2009 at 7:00 pm. These meetings will be held in the Municipal Court room of the Police Department located at 305 Monroe Street. You or a representative of your company must be present at these meetings.

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

Sincerely,

Jerry "J.B." Bounds
Director
Community Development



SECC

FIELD

2 B3
2 C3

B3
C3
C4

W. NORTHSIDE DR. 1125 - 2012

LOVETT ELEMENTARY

SIREN #1

4-CCCC'S FIRE STATION #3

NORTHSIDE PARK

AKZO NOBEL
1000

AKZO NOBEL
1106

BIRDSONG TRUCK SCALES
1012

FOUNTAIN ELECTRIC CO.
1014

AKERS
1016

MANFIELD DR
1125
1120
1118
1116
1114

C3 C4

B3 D4
C3

D1

SITE PLAN REVIEW CHECKLIST

Basic Information

New Business ☒ Townhouse/Zero Lot Line _____
 Multi-Family _____ # of Units _____ Occ. Class _____
 Addition/Remodel _____
 Project Location 105 Crosspark Dr
 Business Name _____
 Owner Address _____

 Phone No. _____
 Architect Address _____

 Phone No. _____
 Contractor Address _____

 Phone No. _____

Public Works and Utilities

Water meter size requested _____ Avail? _____
 Road Bore etc. needed _____
 Sewer Available _____ Road Bore etc. needed? _____
 Is proposed drainage okay? _____ Y _____ N
 Improvements needed _____

 # of Curb Cuts _____ Parking lot layout okay? _____ Y _____ N
 ADA Parking _____ Y _____ N ADA Accessible _____ Y _____ N
 Improvements Needed _____

 Changes Needed _____

 Fireplugs on site _____ Y _____ N

DATE 11-4-09

Architectural Standards

Square Footage 8496 # of Stories 1
 Roof Material _____ Color _____
 Trim Material _____ Color _____
 Ext. Fin. Mat. _____ Color _____
 Other Materials _____ Color _____
 Explanation of Material and Color, if needed _____

Other Information _____

Landscaping Plans/Suggestions _____

Zoning Information

Current Zoning of Property I1 Flood Plan _____
 Rezoning Required _____ Requested Rezoning _____
 Is this type of business allowed in this zoning classification? ☒ Y ☐ N
 Setbacks Required? ☒ X ☐ Y _____ N
 If yes—
 Front Yard Setbacks Required 50 Proposed 50
 Side Yard Setbacks Required 20 Proposed 20
 Rear Yard Setbacks Required 20 Proposed 25
 Height of Bldg 19'6" Proposed _____
 Is an accessory building proposed? _____ Y ☒ X ☐ N
 Proposed Sign Location _____
 Is screening required for this type of land use? _____ Y ☒ X ☐ N
 Proposed type of screening to be used _____

 # of Parking Spaces Required _____ Proposed 22

Bldg Size

150'-0" wide
65'-0" deep

Bldg Pad Size

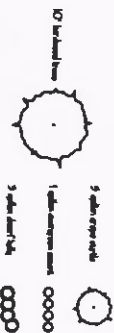
150' wide
80' deep

Bldg Elev.

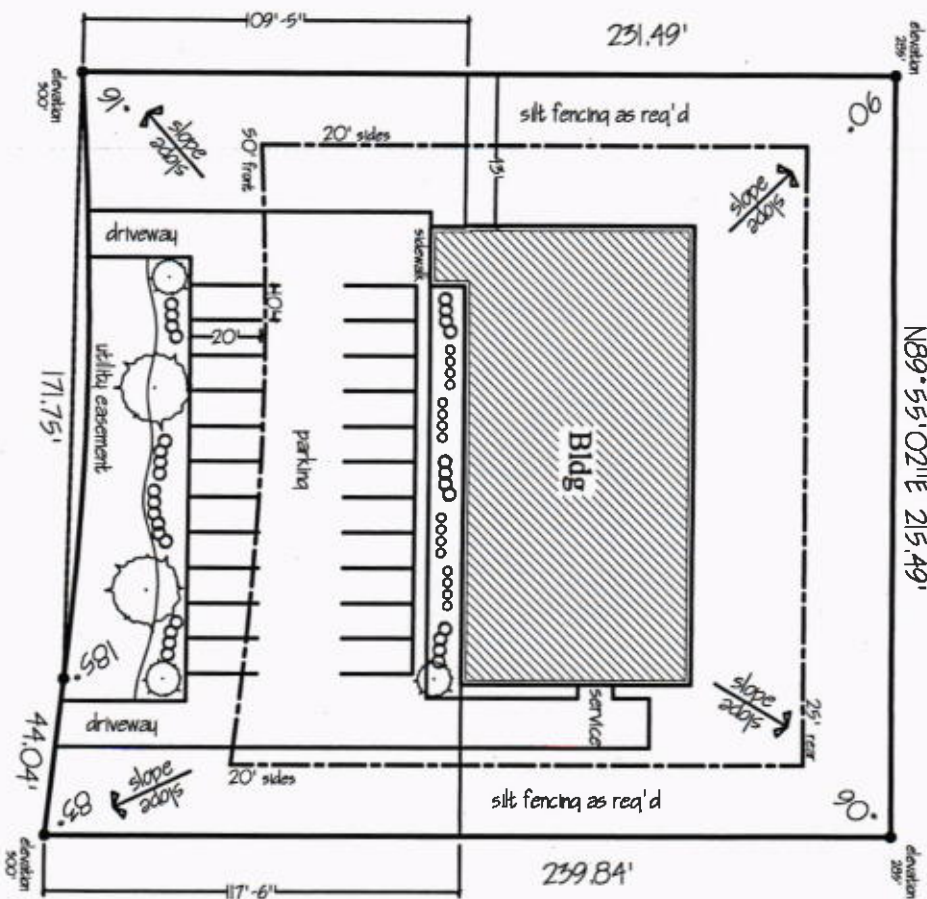
502'-0"

Setbacks	
50'	front
25'	rear
20'	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 pavements to quantity as well as type of turf. First floor elevations shall be a minimum of 6" above adjacent finish grade elevation. Finish grade at 10' perimeter distance from building or road 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, sidewalk, patio, etc.



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Crosspark Drive
50' ROW

SITE PLAN

DO NOT SCALE DRAWINGS

CROSSPARK

lot # 5

Property situated in
section 15, township 6 north - range 2 west
Hinds County, Mississippi



Brian Norris Designs

601-924-0455

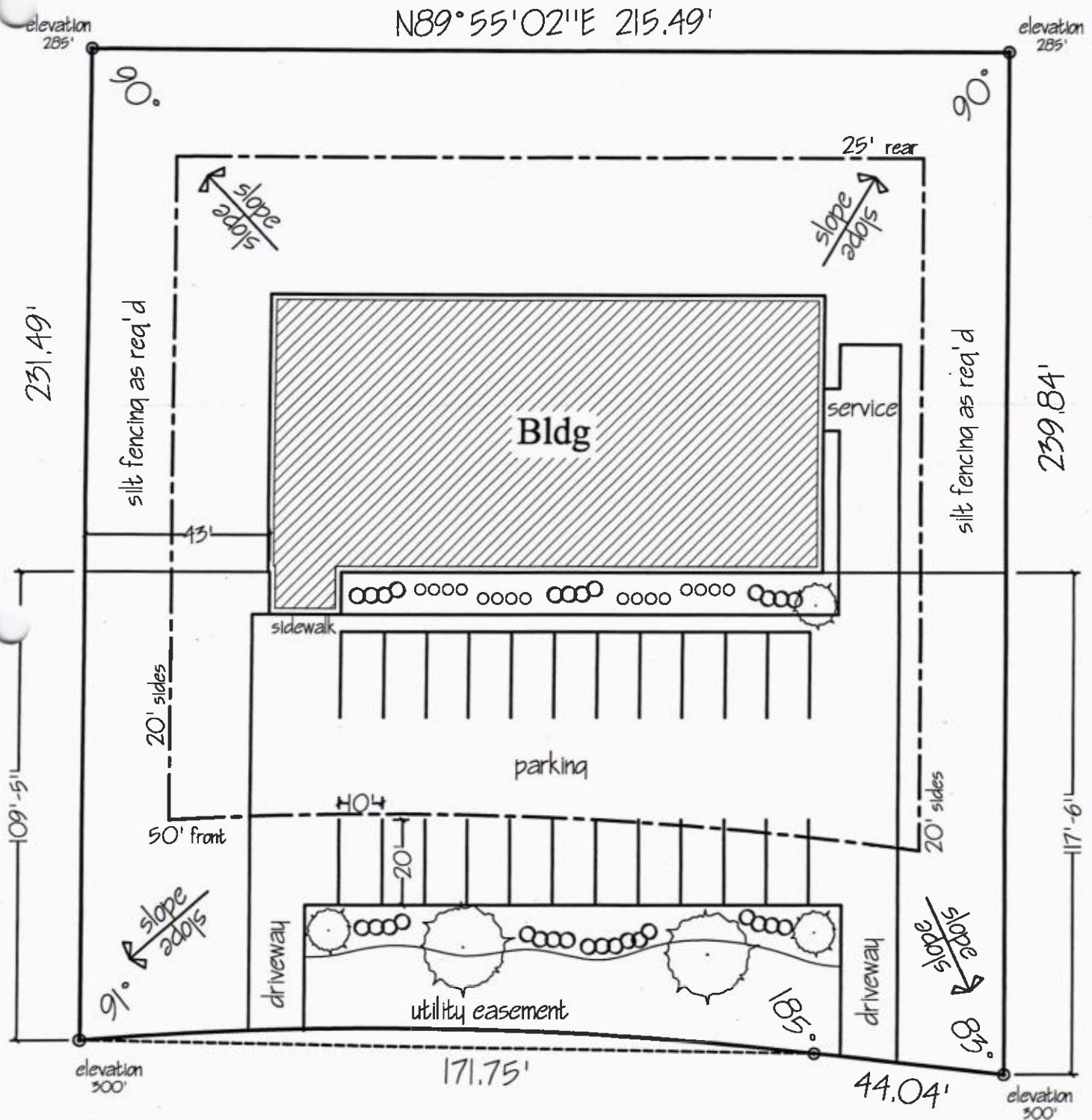
p o box 328

clinton, ms 39060

BS 8500
Birdsong
10-2009
SITE

These plans are for a one time use only. They may not be reproduced in any form. Contractor to verify all conditions and dimensions in the field before any construction begins. Brian Norris Designs assumes no liability for changes made to these plans by others.



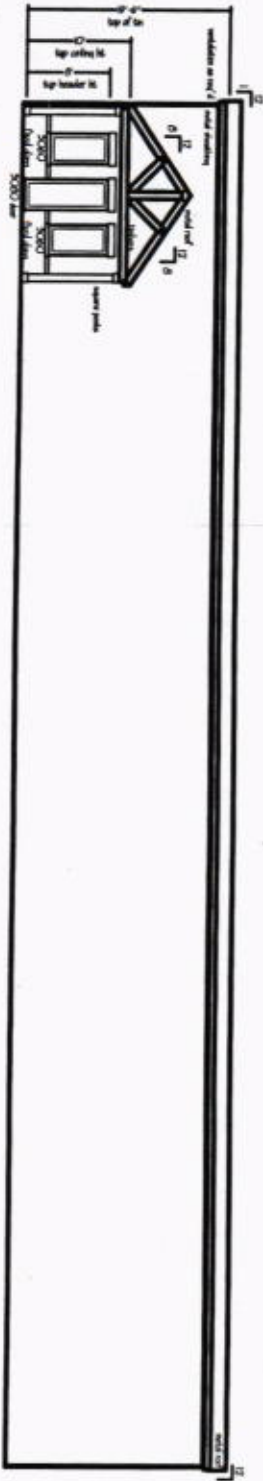


Crosspark Drive

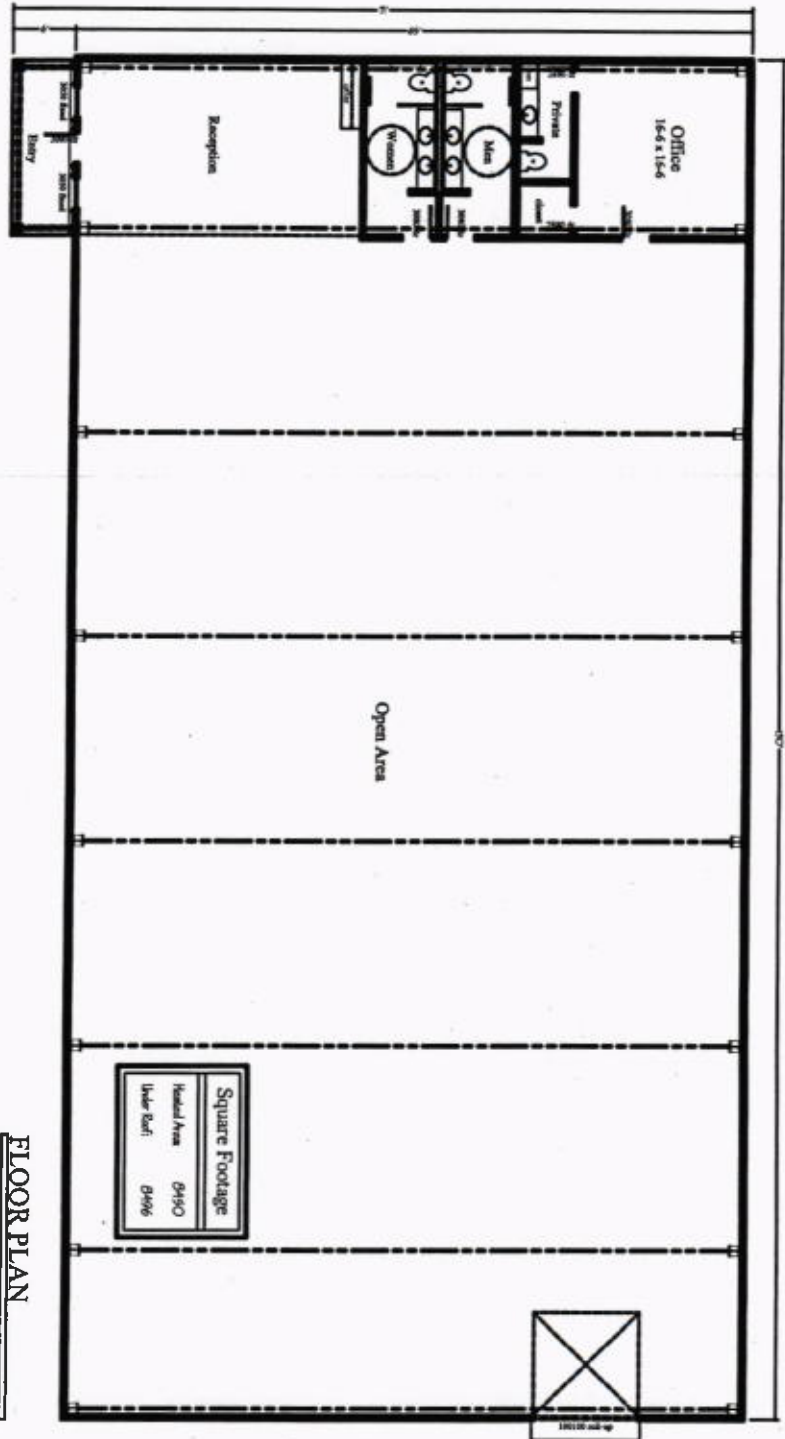
50' row

FRONT ELEVATION

DO NOT SCALE DRAWINGS



FLOOR PLAN

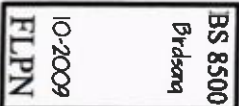


Brian Norris Designs

601-924-0455

p o box 328

clinton, ms 39060



These plans are for a one time use only. They may not be reproduced in any way. Contractor to verify all conditions and dimensions in the field before any construction begins. Brian Norris Designs assumes no liability for changes made to these plans by others.



RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 101 W Lakeview Drive Clinton, Mississippi, and after full consideration of the matter, Alderman Banham offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 101 W Lakeview Drive, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 101 W Lakeview Drive, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., December 1, 2009, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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

1. It is hereby adjudicated that the property located at 101 W Lakeview Drive, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, remove trash and debris; and inoperable vehicles

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

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

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing Resolution was approved this the 1st day of DECEMBER 2009.

CITY OF CLINTON

BY:

Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk





11/18/2009



11/18/2009



11/18/2009



11/18/2009



11/18/2009



11/18/2009

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 200 B Lindale Clinton, Mississippi, and after full consideration of the matter, Alderman PEALE offered the following Resolution: ALDERMAN

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 200 B Lindale, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 200 B Lindale, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., December 1, 2009, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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

1. It is hereby adjudicated that the property located at 200 B Lindale, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, cut grass and overgrowth and remove trash and debris

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

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

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing Resolution was approved this the 15th day of DECEMBER 2009.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

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





11-23-2009 12:06

11/23/2009



This is an AGREEMENT, effective as of _____ (effective date) by and between **City of Clinton, MS**, hereafter called **OWNER** and **Williford, Gearhart & Knight, Inc., Engineers & Surveyors** (hereafter called **WGK**). The OWNER hereby retains WGK for certain Professional Services, hereafter called **Services**, for the **2009 SRF Water System Improvements**, hereafter called the **Project**, and herein described more particularly as follows: **Conversion of water meters to automatic meter reading system**. The OWNER and WGK also hereby acknowledge the attachment of the items listed herein below, and agree that all such documents shall be incorporated into this AGREEMENT by reference:

- ☒ The OWNER's responsibilities, incorporated herein as Exhibit A, consisting of 1 page.
- ☒ The Scope of Professional Services, incorporated herein as Exhibit B, consisting of 4 pages.
- ☒ The Compensation Schedule, incorporated herein as Exhibit C, consisting of 3 pages.
- ☒ MSDH Special Provisions, incorporated herein as Exhibit D, consisting of 1 page.
- ☒ ARRA Special Provisions, incorporated herein as Exhibit E, consisting of 1 page.

The OWNER's official designated representative for this Project shall be: **Richard Broome, P.E.** WGK's official designated representative for this Project shall be: **Greg Gearhart, P.E. # 8730**. The WGK Project Number shall be: **2008-298-01**:

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

1. Basic Agreement

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

2. Controlling Law

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

3. Scope of Professional Services

- A. The person designated by WGK above shall be the official contact in responsible charge of the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT.
- B. The Scope of Professional Services, hereafter Services, set forth in this AGREEMENT is based on facts known at the time of execution of this AGREEMENT, including, if applicable, information supplied by the OWNER. In the event the Scope is well defined, such scope will be set

forth in some detail on an attachment to this AGREEMENT. For other projects involving conceptual planning, preliminary engineering, or project development Services, the Scope may not be fully definable during the initial phases of the Project. As the Project progresses, facts discovered may indicate that the Scope must be redefined. Changes in Scope may warrant additional Services which are not a part of the agreed upon compensation. Such additional Services shall be paid for by the OWNER in accordance with WGK's prevailing hourly billing rate schedule, as shown on an attachment to this AGREEMENT.

- C. The commitments set forth in this AGREEMENT are based on the expectation that all of the Services described in this AGREEMENT will be performed and provided as set forth herein. In the event OWNER reduces the Services to be performed by WGK, OWNER agrees to release, hold harmless, defend and indemnify WGK from any and all claims, damages, losses or costs associated with or arising out of any reduction in Services.
- D. It is acknowledged by both parties that the Scope of Services does not include any Services related to any lead, asbestos, or hazardous or toxic materials. In the event WGK or any other party knowingly encounters lead, asbestos, or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of the Services, WGK may, at its own option and without liability for consequential or any other damages, suspend performance of Services on the Project until the OWNER retains appropriate special consultant(s) or contractor(s) to identify, abate and/or remove the lead, asbestos, or hazardous or toxic materials, warrants that the project site is in full compliance with applicable laws and regulations, and authorizes WGK to resume work on the project site.



4. Additional Services

- A. If authorized by OWNER, or if required because of changes in the Project, WGK shall furnish Services in addition to those set forth above.
- B. OWNER shall pay WGK for such additional Services as follows: For additional Services of WGK's employees engaged directly on the Project, an amount equal to the cumulative hours charged to the Project by each class of WGK employee's, times the standard hourly billing rates for each applicable billing class; plus reimbursable expenses and WGK's sub-consultant's charges, if any.

5. Period of Service

- A. The term of this AGREEMENT shall commence upon the effective date specified above, and it shall terminate within 30 days of completion of the Project, unless the term is formally extended or terminated by separate written amendment.

6. Payment Procedures

- A. WGK will prepare a monthly invoice in accordance with WGK's standard invoicing practices and submit the invoice to OWNER.
- B. Invoices are due and payable within 30 days of receipt by the OWNER. If OWNER fails to make any payment due WGK for Services and expenses within 30 days after receipt of WGK's invoice, the amounts due WGK will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, WGK may, without liability, after giving seven days written notice to OWNER, suspend Services under this AGREEMENT until WGK has been paid in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. WGK's total compensation shall be made on the lump-sum amount basis, on an hourly-reimbursable basis, or on a cost plus-fixed-fee basis, as specified herein, plus reimbursable expenses.
- D. WGK shall receive payment for reimbursable expenses incurred during the course of performing the Services described herein. Reimbursable expenses shall include, but not be limited to, the costs of travel, lodging, mileage, meals, postage, photocopy, printing and testing, and the cost of any sub-consultants or subcontract services required for performance of the Services.
- E. WGK's total compensation set forth herein is conditioned on the completion of the Services specified herein within an established number of months of the effective date of this AGREEMENT. Should the time to complete this project be extended beyond this period due to circumstances beyond WGK's control, the total compensation to WGK shall be adjusted upward accordingly by amendment of this AGREEMENT.

7. Standard of Care

- A. The Services performed by WGK under this AGREEMENT will be performed and conducted in a manner consistent with that degree of knowledge, skill and judgment ordinarily possessed by members of the profession in good standing in the community and

practicing in the same locality under similar conditions at the time these Services are being provided.

- B. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise, which is provided as the result of this AGREEMENT. Upon written notice to WGK and by mutual agreement between the parties, WGK will, without additional compensation, correct any Services not meeting such a standard.

8. Successors, Assigns, and Beneficiaries

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

9. Ownership of Documents

- A. The OWNER acknowledges that any documents prepared by WGK incident to this AGREEMENT are considered as instruments of professional service. As such, all instruments of service prepared by WGK under this AGREEMENT shall remain the property of WGK.
- B. Further, by execution of this AGREEMENT, the OWNER agrees not to use, reuse or make any modification to the documents provided by WGK incident to this AGREEMENT without the prior written authorization of WGK, and OWNER agrees that he shall be responsible for OWNER's unauthorized modification or reuse.

10. Certifications, Guarantees and Warranties

- A. WGK shall not be required to sign any documents, no matter by whom requested, that would result in WGK's having to certify, guarantee or warrant the quality of Services or the existence of conditions not easily ascertained by WGK. OWNER also agrees that payment of any amount due and owing to WGK shall not in any way be considered contingent upon WGK's signing of any such certification(s).
- B. The OWNER acknowledges and understands that the documents prepared by WGK may represent imperfect data and may contain errors, omissions, conflicts, inconsistencies, code violations and improper use of materials. Such deficiencies will be corrected when identified. The OWNER agrees to carefully study and compare the individual contract documents and report at once in writing to WGK any deficiencies the OWNER may



discover. The OWNER further agrees to require each contractor and subcontractor to likewise study the documents and report at once any deficiencies discovered.

- C. The OWNER shall resolve all reported deficiencies in the documents with WGK prior to awarding any contracts or subcontracts, or starting any work. If WGK, without additional time or additional expense, cannot resolve any deficiencies, WGK shall so inform the OWNER in writing.

11. Owner's Responsibilities

- A. The person designated by the OWNER above shall be the official contact responsible for the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT. The OWNER's representative shall examine and promptly respond to WGK's inquiries and submissions, and shall give prompt written notice to WGK whenever he observes or otherwise becomes aware of any defect in the Services or Project.
- B. The OWNER shall provide WGK free, safe and timely access to any premises necessary for WGK to perform the Services to be rendered under this AGREEMENT. OWNER shall also notify any and all possessors of the Project site that the OWNER has granted WGK access to the Project site.
- C. The OWNER will furnish to WGK information identifying the type and location of underground improvements. WGK (or its authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The OWNER will approve of the locations of subsurface penetrations prior to their being made. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against WGK and anyone for whom WGK may be legally liable, for damages to underground improvements that result from subsurface penetration locations incorrectly depicted, undisclosed or unknown to WGK.
- D. The OWNER shall promptly report to WGK any defects or suspected defects in WGK's Services of which the OWNER becomes aware, so that WGK may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/Contractor contract and shall require all subcontracts at any level to maintain a like requirement. Failure by OWNER and OWNER'S contractors or subcontractors to notify WGK shall relieve WGK of the costs to remedy the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- E. When the OWNER is a public body, such OWNER shall cause this AGREEMENT to be approved by the governing board, executed by the executive officers, and duly recorded in the official minutes of the body, and such OWNER shall provide WGK a certified copy of said minutes as evidence that the AGREEMENT has been properly recorded. When the OWNER is a private entity,

such entity shall cause this AGREEMENT to be approved by the governing board when appropriate, executed by the executive officers, and duly recorded in the records of the entity, and such OWNER shall provide WGK a certified copy of a corporate resolution as evidence that the AGREEMENT has been properly recorded.

12. Cost Control and Contingency

- A. Any opinion of probable cost prepared by WGK under this AGREEMENT is supplied for the general use and guidance of the OWNER only. Because WGK has no control over private contract negotiations, competitive bidding or market conditions, WGK cannot guarantee the accuracy of such opinions as compared to negotiated prices, contract bids or actual costs incurred by the OWNER.
- B. The OWNER and WGK agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by WGK and, therefore, that the final cost of the Project may exceed the estimated cost. The OWNER agrees to set aside a reserve in the amount of five percent of the Project costs as a contingency to be used as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against WGK or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made relating to such changes.

13. Insurance

- A. WGK agrees to maintain statutory Workers' Compensation insurance coverage, comprehensive general liability coverage, automobile liability insurance coverage, and professional liability insurance coverage in appropriate amounts during the term of performance of this AGREEMENT.
- B. Prior to the commencement of the construction work, the OWNER shall require the Contractor and any Subcontractor to submit evidence that he (they) have obtained for the period of the construction contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damage arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of the indemnity clause specified herein. The comprehensive general liability insurance will include



as additional named insured's the following: the OWNER, WGK, and each of their officers, agents, employees and assigns.

- C. Before commencement of the work, the OWNER shall require that the contractor and any subcontractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insured's the following: the OWNER, WGK, and each of their officers, agents, employees, assigns, and any other persons with an insurable interest as may be designated by the OWNER. Such insurance may have a deductible clause not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

14. Contractor Relations

- A. WGK shall not at any time supervise, direct, or have control over the services being provided or the work being performed by a contractor or any other party, nor shall WGK have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any other party, for safety precautions and programs incident to another party's work progress, nor for any failure of any other party to comply with laws and regulations applicable to the other party's work.
- B. Neither the professional activities of WGK nor the presence of WGK or its employees or subconsultants at a project site, shall relieve any contractor of its obligations, duties or responsibilities to perform, superintend and coordinate the work in accordance with the intent of the contract documents, and with any health or safety precautions required by any regulatory agency. WGK and its employees or subconsultants have no authority to exercise any control over any contractor or its employees or any subcontractor in connection with their work or any health or safety programs or procedures.
- C. The Owner agrees that its contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in OWNER's contract with its contractor.
- D. WGK neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between OWNER and such contractor.
- E. WGK shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except WGK's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretations or clarifications of the construction contract given by OWNER without consultation and advice of WGK.

15. Dispute Resolution and Termination

- A. In the event any controversy, dispute or disagreement arising out of or relating to this AGREEMENT, the breach thereof, or the subject matter thereof, the parties shall

initially attempt to resolve the controversy, dispute or disagreement through non-binding mediation conducted by a mutually acceptable mediator within 90 days of written notice of any such controversy, dispute or disagreement. If the parties are unable to resolve any controversy, dispute or disagreement through non-binding mediation, the controversy, dispute or disagreement shall be resolved through binding arbitration. The arbitration hearing shall be conducted in the offices of WGK located in Clinton, Mississippi in accordance with an arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and shall be binding not only on all parties to the AGREEMENT, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties acknowledge that the arbitrator may award the prevailing party with its costs incurred as part of the arbitration proceeding, including the fees charged by the arbitrator and reasonable attorney fees. Unless otherwise assessed by the arbitrator, all other costs of the arbitration shall be equally divided and paid by the parties. In the event a party hereto fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including reasonable attorney fees for having to comply with this arbitration provision and defend or enforce the arbitration award or having to defend the arbitration agreement.

- B. Either the OWNER or WGK may terminate this AGREEMENT at any time with or without cause upon giving the other party seven (7) calendar day's prior written notice. The OWNER shall, within thirty (30) calendar days of termination, pay WGK for all Services rendered and all costs incurred up to the date of termination, plus the reasonable costs incurred in the suspension of the work, in accordance with the compensation provisions of this AGREEMENT and the standard hourly billing rates.

16. Hold Harmless and Limitation of Liability

- A. WGK agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER from any damage, liability or cost, including reasonable attorney's fees and costs of defense, to the extent caused by WGK's negligent acts, errors or omissions, and those of his agents, or any party to whom WGK is legally liable, and arising from the Project that is subject to this AGREEMENT. The OWNER also agrees, to the fullest extent permitted by law, to indemnify and hold harmless WGK from any damage, liability or cost, including reasonable attorney's fees and costs of defense, to the extent caused by OWNER's negligent acts, errors or omissions, and those of his agents, or any party to whom OWNER is legally liable, and arising from the Project this is subject to this AGREEMENT.
- B. The OWNER hereby agrees that WGK's total aggregate liability to the OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of,



or in any way related to, the work authorized herein, or this AGREEMENT, from any cause or causes, including, but not limited to, WGK's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the amount of the net fees earned under any AGREEMENT with a private entity, or the minimum amount that is allowed under the prevailing laws of the State of Mississippi under any AGREEMENT with a public entity.

- C. The OWNER and WGK recognize that a determination of the OWNER'S actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty will be difficult to calculate and are not subject to being readily ascertained. In order to fairly compensate the OWNER for its actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty, the OWNER and WGK agree that the maximum amount that may be recovered by the OWNER from WGK shall be the amount of the net fees earned by WGK under the terms of this AGREEMENT. The OWNER and WGK agree that said amount shall constitute a bona fide liquidated damage provision intended to fully and completely compensate the OWNER for actual damages that are difficult to determine and are not readily ascertainable.

17. Force Majeure

- A. If events beyond the control of OWNER or WGK including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, or any act or regulation of any government entity, result in the delay to any schedule established in this AGREEMENT, such schedule shall be amended to the extent necessary to compensate for such delay.
- B. In the event such delay exceeds 60 calendar days, OWNER also agrees that WGK shall be entitled to an equitable upward adjustment in compensation for any additional costs incident to the delay.

18. Total Agreement

- A. This AGREEMENT (consisting of pages 1 to 5 inclusive together with any expressly incorporated exhibits and attachments), constitutes the entire AGREEMENT between the OWNER and WGK and supersedes all prior written or oral understandings. This AGREEMENT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- B. The persons executing this AGREEMENT below hereby certify and warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

WGK: WILLIFORD, GEARHART & KNIGHT, INC.

Name: Greg Gearhart, P.E., Principal

ATTEST:

Name: Bill Owen, P.E., Principal

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

OWNER: The City of Clinton, MS

Name: Rosemary Pruittman, Mayor

ATTEST:

Name: Russell Wall, City Clerk

OWNER's address for giving formal notice is:
P. O. Box 156
Clinton, Mississippi 39056





This Exhibit A, consisting of 1 page is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton, MS (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2009 SRF Water System Improvements** hereafter called Project). The Owner's responsibilities are described below as:

1. Provide the necessary support and assistance in a timely manner so as not to delay the services of WGK.
2. Provide WGK all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
3. Designate in writing a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by WGK, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of WGK's services.
4. Furnish to WGK complete land deed records and title opinions for all lands on the Project site which shall include, but not be limited to, ownership, easements, rights-of-way, encroachments, zoning and deed restrictions.
5. Furnish existing soils data including but not limited to reports, test borings, test pits, probing, subsurface explorations, soil bearings values, percolation test, ground corrosion and resistivity test, all with appropriate professional interpretation.
6. Furnish existing laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project.
7. Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
8. Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
9. Furnish above services at the OWNER's expense and in such manner that WGK may rely upon them in the performance of his services under this Agreement.
10. Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all cost of replacing stakes or markers damaged or removed during said time interval.
11. Guarantee full and free access for WGK to enter upon all property required for the performance of WGK's services under this Agreement.
12. Give prompt written notice to WGK whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect WGK's performance of services under this Agreement.
13. Compensate WGK for the services rendered under this Agreement in a timely manner.
14. Bear the costs of permits, legal advertisements, notices, approvals, and other direct expenses incident to completion of the Project.
15. Bear all costs incident to compliance with or performance of the requirements of this provision.



This Exhibit B, consisting of 4 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton, MS (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2009 SRF Water System Improvements**, (hereafter called Project). The scope of professional services is described below:

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



- C. Investigate reported omissions and discrepancies in the plans, specifications and contract documents, and formulate and mail addenda as needed.
 - D. Attend and assist in conducting the bid opening with OWNER and Contractors.
 - E. Analyze bids received for irregularities, errors or omissions.
 - F. Review submittal of substitute materials and equipment, and recommend acceptance/rejection to the OWNER.
 - G. Review proof of bidder's qualifications and recommend contract award or rejection to the OWNER.
 - H. Prepare and distribute certified tabulation of bids for project to OWNER, Contractors and other parties as appropriate.
 - I. Prepare a bid package in accordance with the regulatory/funding program requirements, and submit same to the appropriate agencies for review and approval.
 - J. Prepare a Notice-of-Award and assist in securing its execution by successful Contractor.
 - K. Collect proofs of publication, and assist in securing approval of award and procurement procedures, where applicable.
 - L. Prepare contract documents for signature by Contractor and assist the OWNER in securing their execution, and prepare Notice-to-Proceed to Contractor for PROJECT.
 - M. Prepare and distribute contract price estimate breakdown to OWNER and Contractor, as appropriate.
 - N. Assist in scheduling and conducting a pre-construction conference with OWNER, Contractor, utility companies, regulatory agencies, and other parties as appropriate.
 - O. Provide the OWNER copies of the plans, specifications, and contract documents as requested.
 - P. Furnish additional copies of the plans, specifications, and contract documents as requested by prospective bidders, material suppliers, and other interested parties, to facilitate bidding and contracting of the PROJECT.
 - Q. Furnish to the CONTRACTOR additional copies of the plans, specifications, and contract documents for execution after contract award, and for use during construction phase as needed.
4. **Contract Administration Phase Services:** Upon receipt of the written approval of the OWNER and appropriate regulatory agencies of the Construction Contract prepared based upon the Contract Documents compiled by WGK, and upon receipt of the written authorization of the OWNER to proceed with the construction activities, if and where applicable, WGK shall:
- A. Function as the OWNER's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract Documents, and the other provisions set forth herein.
 - B. Advise and consult with the OWNER during the construction activities, and assist the OWNER in the issuance of appropriate instructions to the Contractor.
 - C. Establish appropriate survey bench marks and survey control points in close proximity to the PROJECT for use by the Contractor in laying out the work.
 - D. Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Plans and the Specifications. On the basis of his on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor, but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on-site observations to verify the quality or quantity of the construction work. Visits and observations by ENGINEER and/or construction review personnel are not intended to extend to every aspect of work in progress, but rather are to be limited to spot checking and selective sampling of the work being done by the Contractor. The ENGINEER shall determine, in general, if the work is proceeding in accordance with the Contract Documents, and shall advise the OWNER of his progress as needed. The ENGINEER is not responsible for construction means, methods, techniques,



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

- E. Review the Contractor's requests for progressive payments, and based upon said on-site observation, advise the OWNER as to WGK's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request, and issue for processing by the OWNER, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by WGK to the OWNER, based upon said on-site observations, and review of any data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of WGK's knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by WGK shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
 - F. The ENGINEER shall review the Contractor's requests for progressive payments in a timely fashion, and shall forward same to the OWNER for approval and payment on a routine basis. The OWNER shall consider the Contractor's payment requests at the next regular meeting of the Board of Supervisors, and issue payments to the Contractor on a timely basis thereafter.
 - G. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER's decisions in matters relating to WGK's design shall be final.
 - H. Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.
 - I. Review shop drawings, samples and other submittal of the Contractor, only for general conformance to the design concept of the Project, and for general compliance with the Construction Contract. The ENGINEER shall evaluate and determine the acceptability of substitute or "equal" items proposed for use by the Contractor.
 - J. Prepare and/or issue necessary field orders, clarifications and interpretations of the Contract Documents, as needed, to facilitate the orderly completion of the work in accordance with the design intent.
 - K. Prepare for the OWNER's approval, Change Orders which address minor revisions of or adjustments to the original project scope of work.
 - L. Conduct a pre-final review of the construction project upon receipt of the Contractor's notice of substantial completion.
 - M. Conduct a final review of the construction project upon receipt of the Contractor's certification of final completion; receive and review written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.
 - N. The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractor(s), or any Subcontractor(s), or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.
 - O. Submit a written report to the OWNER not less frequently than monthly providing a status report on the general progress of the Project, summarizing the accomplishments to date and highlighting points of concern.
 - P. Conduct a one-year warranty review of the completed construction, and advise OWNER of any defects that may need further attention by the Contractor.
5. **Construction Review Phase Services:** Upon initiation of the construction activities, if and where applicable, WGK shall:



- A. Provide one or more Construction Review Representatives to assist WGK in order to render more extensive representation at the Project site during the Construction Phase. The construction review representative shall monitor the Contractor's activities, and shall prepare periodic reports providing details regarding the weather conditions, site of the work in progress, soil conditions, personnel on-site, equipment in use, materials incorporated into the project, stored materials on the site, visitors to the site, problems encountered and remedies employed, and other pertinent information.
 - B. The purpose of the construction review representative at the site shall be to enable WGK to better perform his duties during the construction activities. The purpose shall also be to provide the OWNER a greater degree of confidence that the work in progress and/or completed by the Contractor will conform to the intent of the Contract Documents, such that the integrity of the design concept is preserved by the Contractor, and that the work functions as a whole as planned when completed. The ENGINEER and his representatives shall not, however, supervise, direct or have direct control over the Contractor's work.
 - C. The limits of the authority, duties and responsibilities of a Construction Review Representative shall be described before such services begin by written instruments referenced herein as EJCDC publication No. 1910-1-A, and made a part of this Agreement by reference. By means of the more extensive on-site observations of the work in progress, WGK will endeavor to provide further protection for the OWNER against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and WGK shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.
 - D. The construction review representative will review all Contractor's requests for progressive payments, and all claims for materials stored on the site, and shall assist WGK in verifying the accuracy and completeness of all claims for payment.
 - E. ENGINEER shall determine the appropriate times for the Construction Review Representative to be present on the PROJECT site to provide for such review.
6. **Additional Services:** Upon receipt of the written authorization of the OWNER, WGK agrees to furnish or obtain from others, additional professional services related to the Project, as set forth herein below and contained within this Agreement:
- A. Services due to changes in the scope of the Project or its design including, but not limited to, changes in scope, complexity, schedule or character of construction, or services required resulting from significant delays, changes in prices of materials, or equipment and energy shortages.
 - B. Revision of studies, reports, design documents, plans or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of WGK.
 - C. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
 - D. Preparation of detailed renderings, exhibits or scale models for the Project.
 - E. Provision of any type of boundary surveys for acquisition purposes. Provision of property and easement plats and descriptions and field survey staking to facilitate acquisition..
 - F. Provision of copies of reports, correspondence, submittal data, contract documents and specifications, and prints of construction plans.
 - G. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.



This Exhibit C, consisting of 3 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between **The City of Clinton, MS** (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2009 SRF Water System Improvements**, (hereafter called Project). The engineering fee schedule is described below:

1. **General:** In accordance with the terms and conditions of this Agreement, WGK shall provide professional services for which the OWNER shall compensate WGK as set forth herein below.
2. **Basic Engineering Services:** As defined in Scope of Professional Services attached to the Agreement, with compensation on the basis of lump sum amounts defined herein below.
3. **Planning Phase Services:** As defined in Section 2 on the basis of a lump sum of **six thousand dollars (\$6,000)**.
4. **Design Phase Services:** As defined in Section 3 and 4 on the basis of a lump sum of **sixteen thousand dollars (\$16,000)**.
5. **Construction Phase Services:** As defined in Section 5, 6, and 7 on the basis of a lump sum of **eighty thousand dollars (\$80,000)**.
6. **Additional Services:** As defined in Section 8 of the Scope of Professional Services, with compensation on an hourly reimbursable basis plus direct reimbursable expenses as set forth herein below. In order to be loan eligible, a budget of **ten thousand dollars (\$10,000)** is to be used. All Additional Services shall be approved by the OWNER prior to any billings for same.
 - A. Additional professional services shall be provided on an hourly basis in accordance with the hourly billing rates set forth herein below. These hourly rates shall apply to the additional services rendered herein, and shall be adjusted no less than annually following each calendar year.

<i>Job Classification</i>	<i>\$ Per Hour</i>
Principal	170
Senior Project Engineer	155
Senior Design Engineer	155
Project Engineer II	125
Design Engineer II	125
Project Engineer I	105
Senior Engineering Assistant	100
Engineer Intern II	95
Engineer Intern I	85
Project Coordinator	85
Designer	80
Graduate Engineer	75
Engineering Assistant	70
Construction Review	70
Project Surveyor	100
Surveyor	80
Surveying Coordinator	70
Survey Crew Chief	80
Survey Crewman II	35
Survey Crewman I	30
Technician	65
Technician Assistant	40
Administrative Assistant	50
Accounting Manager	75
Accounting Assistant	55
Robotic Surveying Equipment	25
GPS/RTK Surveying Equipment	50



4 Wheeler (per day)

40

Cost of services of other professional consultants billed to WGK by the professional consultants for such services. These services shall include geotechnical, architectural, structural, mechanical and electrical consultants. These expenses shall be invoiced by WGK to the OWNER at cost.

7. **Reimbursable Expenses:** As defined herein below, shall be reimbursed to WGK at cost.

- A. Reimbursable expenses are in addition to compensation to WGK for Additional Services and include expenditures made by WGK, his employees or his consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to, those listed herein below.
- B. Expense of transportation, mileage, subsistence, rentals and lodging when traveling in connection with the Project.
- C. Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the Project.
- D. Expense of all reproduction, postage and handling of Plans, Specifications, Contract Documents, reports or other Project related work product of WGK.
- E. Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.

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

- A. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement, and shall be due and owing within thirty days of WGK's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with WGK's standard practices, and will be submitted to the OWNER by WGK on a monthly basis. Past due amounts owed to WGK shall include an interest charge of one percent compounded monthly from the thirtieth day. Payments received from the OWNER will be credited first to any accrued interest, and then to the principal balance. In the event of a disputed or contested invoice, the OWNER may withhold only that portion in question, and shall render payment for the agreed portion to WGK on a timely basis.
- B. For the **Planning Phase Services**, as specified in Section 2, payments shall be made monthly based on WGK's estimate of the percentage completion of the phase indicated herein below:

Planning Phase _____ 100%

TOTAL OF LUMP SUM 100%

- C. For the **Design Phase Services**, as specified in Section 3 and 4, payments shall be made monthly based on WGK's estimate of the percentage completion which shall represent the following percentages of total lump sum compensation specified:

Design Phase _____ 100%

TOTAL OF LUMP SUM 100%

- D. For the **Construction Phase Services**, as specified in Sections 5, 6, and 7, payments shall be made monthly based on WGK's estimate of the percentage of completion of each sub-phase indicated herein below, which shall represent the following percentages of the total lump sum compensation specified:

Contract Administration Phase 35%

Construction Review Phase 65%

TOTAL OF LUMP SUM 100%



- E. If the **OWNER** fails to make monthly payments due to WGK, WGK may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- F. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- G. If the Project is delayed or if WGK's services for the Project are delayed or suspended for more than three months for reasons beyond WGK's control, WGK may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate WGK in accordance with the termination provision contained hereafter in this Agreement, or WGK shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by WGK in the suspension and/or reactivation of his services.



This Exhibit D consisting of 1 page is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between **The City of Clinton** (hereafter called **OWNER**) and **Williford, Gearhart & Knight, Inc.**, (hereafter called **WGK**), for the provision of professional services described as **2009 SRF Water System Improvements**, (hereafter called Project). Special Provisions of the Mississippi State Department of Health (MSDH) are included below:

Name and registration number of the professional engineer who will bear the primary responsibility for the engineering work on this project is Greg Gearhart, MS Registration No. 8730.

This contract provides MSDH and its representatives access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of DWSIRLF funds.

The Loan Recipient acknowledges and agrees that the Department is not a party, in any manner whatsoever, to any contract between the DWSIRLF loan recipient and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s) or any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The Loan Recipient also acknowledges and agrees that any benefit to vendors contracting with the Loan Recipient arising from, or associated with this contract is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between the Department and the Loan Recipient.



This Exhibit E consisting of 1 page is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between **The City of Clinton** (hereafter called **OWNER**) and **Williford, Gearhart & Knight, Inc.**, (hereafter called **WGK**), for the provision of professional services described as **2009 SRF Water System Improvements**, (hereafter called Project). Special Provisions of the Mississippi Recovery and Reinvestment Act (ARRA) are included below:

The ENGINEER agrees not to enter into any subcontract with subconsultants and/or other parties who are excluded or disqualified from participating in federal assistance Programs.

**ORDER OF THE MAYOR AND BOARD OF ALDERMEN IMPOSING A MORATORIUM ON THE
LOCATION OF CERTAIN TYPES OF BUSINESSES IN THE CITY OF CLINTON, MISSISSIPPI**

WHEREAS, the City of Clinton (the "City") is in the process of preparing and adopting a new Zoning Ordinance.

WHEREAS, the City has recently developed and adopted a master plan for the City; and,

WHEREAS, a major aim of said plan is to protect and enhance the primary transportation corridors into and out of the City of Clinton; and,

WHEREAS, certain types of businesses in large concentration tend to have a blighting effect; and,

WHEREAS, the City of Clinton desires to maintain the status quo with regard to said types of business for a temporary period while it studies whether additional regulation is necessary and desirable to address the issue.

BE IT THEREFORE ORDERED:

That a temporary moratorium on the location of additional pawn shops, title loan establishments, tattoo parlors, check cashing establishments, businesses purchasing gold or other precious metals as a primary business and nail salons is hereby imposed. A public hearing on whether to extend, modify terminate this moratorium shall be held on December 1, 2009.

SO ORDERED, this the 1st day of September, 2009.

City of Clinton, Mississippi

By: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell Wall
Russell Wall, City Clerk



**ORDER OF THE MAYOR AND BOARD OF ALDERMEN EXTENDING THE MORATORIUM ON
THE LOCATION OF CERTAIN TYPES OF BUSINESSES IN THE CITY OF CLINTON,
MISSISSIPPI**

WHEREAS, the City of Clinton (the "City") is in the process of preparing and adopting a new Zoning Ordinance.

WHEREAS, the City has recently developed and adopted a master plan for the City; and,

WHEREAS, a major aim of said plan is to protect and enhance the primary transportation corridors into and out of the City of Clinton; and,

WHEREAS, certain types of businesses in large concentration tend to have a blighting effect; and,

WHEREAS, the City of Clinton desires to maintain the status quo with regard to said types of business for a temporary period while it continues to study whether additional regulation is necessary and desirable to address the issue.

BE IT THEREFORE ORDERED:

That the temporary moratorium on the location of additional pawn shops, title loan establishments, tattoo parlors, check cashing establishments, businesses purchasing gold or other precious metals as a primary business and nail salons adopted on September 1, 2009 is hereby extended until March 2, 2010. A public hearing on whether to extend, modify, and/or terminate this moratorium shall be held on or before March 2, 2010 at a time and place to be determined.

SO ORDERED, this the 1st day of December, 2009.

City of Clinton, Mississippi

By: Rosemary L. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell L. Wall
Russell Wall, City Clerk



Business Moratorium Order