CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, DECEMBER 2, 2008 - 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 Alderman Brabham.

ROLL CALL City Clerk, Russell Wall

Present:
Jehu Brabham – Alderman-at-Large
Tony Hisaw – Alderman Ward 1
Tony Greer – Alderman Ward 2
Kathy Peace – Alderwoman Ward 4
William Barnett – Alderman Ward 6

Absent:
Mike Bishop – Alderman Ward 3
Mike Morgan – Alderman Ward 5

APPROVAL OF CONSENT AGENDA ITEMS A-Y

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

PRELIMINARY SITE PLAN – 203 JOHNSTON PLACE – STORAGE ZONE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved the preliminary site plan for the Storage Zone to be located at 203 Johnston Place. The Planning and Zoning Commission and the Architectural Review Committee recommended approval. The site Plan is on file with the Community Development Director. Alderman Greer left the meeting at 7:03 pm and returned to the meeting at 7:07 pm. Alderman Greer was not present during the discussion and did not vote on this item. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF CLINTON AND STEVEN D. BOONE, PUBLIC DEFENDER

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved authorizing the Mayor to sign an agreement for services between the City of Clinton and Steven D. Boone, Public Defender. A copy of the agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION THAT THE MAYOR AND BOARD OF ALDERMEN ON BEHALF OF THE CITY OF CLINTON, MISSISSIPPI SHOW THEIR INTENT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT TO MEET THE NATIONAL POLICY OBJECTIVE OF AT LEAST FIFTY-ONE PERCENT (51%) OF THE PROPOSED THREE HUNDRED (300) PERMANENT, FULL TIME JOBS TO BE CREATED ARE MADE AVAILABLE TO PERSONS OF LOW OR MODERATE INCOME HOUSEHOLDS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board approved a resolution that the Mayor and Board of Aldermen on behalf of the City of Clinton, Mississippi show their intent of the Community Development Block Grant Project to meet the National Policy Objective of at least fifty-one percent (51%) of the proposed three hundred (300) permanent, full time jobs to be created are made available to persons of low or moderate income households. A copy of the resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF $500.00 DONATION FROM KROGER FOR THE CITY OF CLINTON POLICE DEPARTMENT TO BE PLACED IN THE SPECIAL LAW ENFORCEMENT FUND

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the acceptance of $500.00 donation from Kroger for the City of Clinton Police Department to be placed in the Special Law Enforcement Fund. **MOTION CARRIED UNANIMOUSLY**

APPROVE ALLOWING THREE (3) OFF-DUTY POLICE OFFICERS TO PROVIDE SECURITY FOR A BASKETBALL EVENT TO BE HELD AT A. E. WOOD COLISEUM ON JANUARY 19, 2009

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the board approved allowing three (3) off-duty police officers to provide security for a basketball event to be held at A. E. Wood Coliseum on January 19, 2009. Furthermore, the board made a finding of fact that the proposed employment is not likely to bring disrepute to the City of Clinton or the City of Clinton Police Department, to the officers at issue or law enforcement generally, and that the use of the official uniform and weapon in the discharge of the officers private security endeavor promotes the public interest. **MOTION CARRIED UNANIMOUSLY**

APPROVAL FOR THE CITY OF CLINTON POLICE DEPARTMENT TO PURCHASE FIVE (5) FORD CROWN VICTORIA POLICE CARS

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Barnett the board approved the request for the City of Clinton Police Department to purchase by lease purchase five (5) Ford Crown Victoria police cars by State Contract price from Watson Quality Ford for $105,585.00. **MOTION CARRIED UNANIMOUSLY**

DECLARE AS SURPLUS PROPERTY ONE (1) FORD CROWN VICTORIA POLICE CAR (VIN# 2FAFP71W3YX112814) AND FURTHERMORE APPROVING THE SALE OF SAID POLICE CAR AT AUCTION

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board approved declaring as surplus property one (1) Ford Crown Victoria police car (VIN# 2FAFP71W3YX112814) and furthermore approved the sale of said police car at auction. **MOTION CARRIED UNANIMOUSLY**

APPROVAL FOR THE CITY OF CLINTON FIRE DEPARTMENT TO PURCHASE ONE (1) PUMPER FIRE TRUCK

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved the request to purchase one (1) Pumper Fire Truck by State Contract price from E-1 for $437,082.00. **MOTION CARRIED UNANIMOUSLY**

APPROVAL FOR THE CITY OF CLINTON PARKS AND RECREATION DEPARTMENT TO PURCHASE ONE (1) FORD F250 PICKUP TRUCK

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the board approved the request of the City of Clinton Parks and Recreation department to purchase by lease purchase one (1) Ford F250 Pickup Truck by State Contract price from Butch Oustalet Ford for $19,568.00. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WILLIFORD, GEARHART & KNIGHT, INC. RELATED TO THE DESIGN OF HAMPSTEAD BOULEVARD ROADWAY IMPROVEMENTS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board approved the professional services agreement with Williford, Gearhart & Knight, Inc. related to the design of Hampstead Boulevard Roadway Improvements. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF RYAN TRACY TO THE PLANNING AND ZONING COMMISSION

Upon presentation by Tony Greer, Alderman Ward 2, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the appointment of Ryan Tracy to the Planning and Zoning Commission. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF JERRY BOUNDS AS PLANNING AND ZONING ADMINISTRATOR AND DIRECTOR OF COMMUNITY DEVELOPMENT

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved the appointment of Jerry Bounds as Planning and Zoning Administrator and Director of Community Development. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

Dana L Turner of 511 Crosskeys, Clinton, Mississippi asked the board to rescind the Smoking Ban Ordinance that was passed on July 15, 2008. The board took no action on this request.

ADJOURN 7:38 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on January 6, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary L. Aultman
Rosemary Aultman, Mayor

December 4, 2008
Date

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

December 4, 2008
Date

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 2, 2008 AGENDA ITEM NO. 7A

CONSENT AGENDA:

TO:
FOR:
ACCT. NO :

DISCUSSION/ACTION: Preliminary site plan
Storage Zone
203 Johnston Place

INTRODUCED BY: Tammie Roberson TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: Architectural Review recommends approval. ✓
P & Z Site Plan Review recommends approval. ✓

BOARD ACTION:

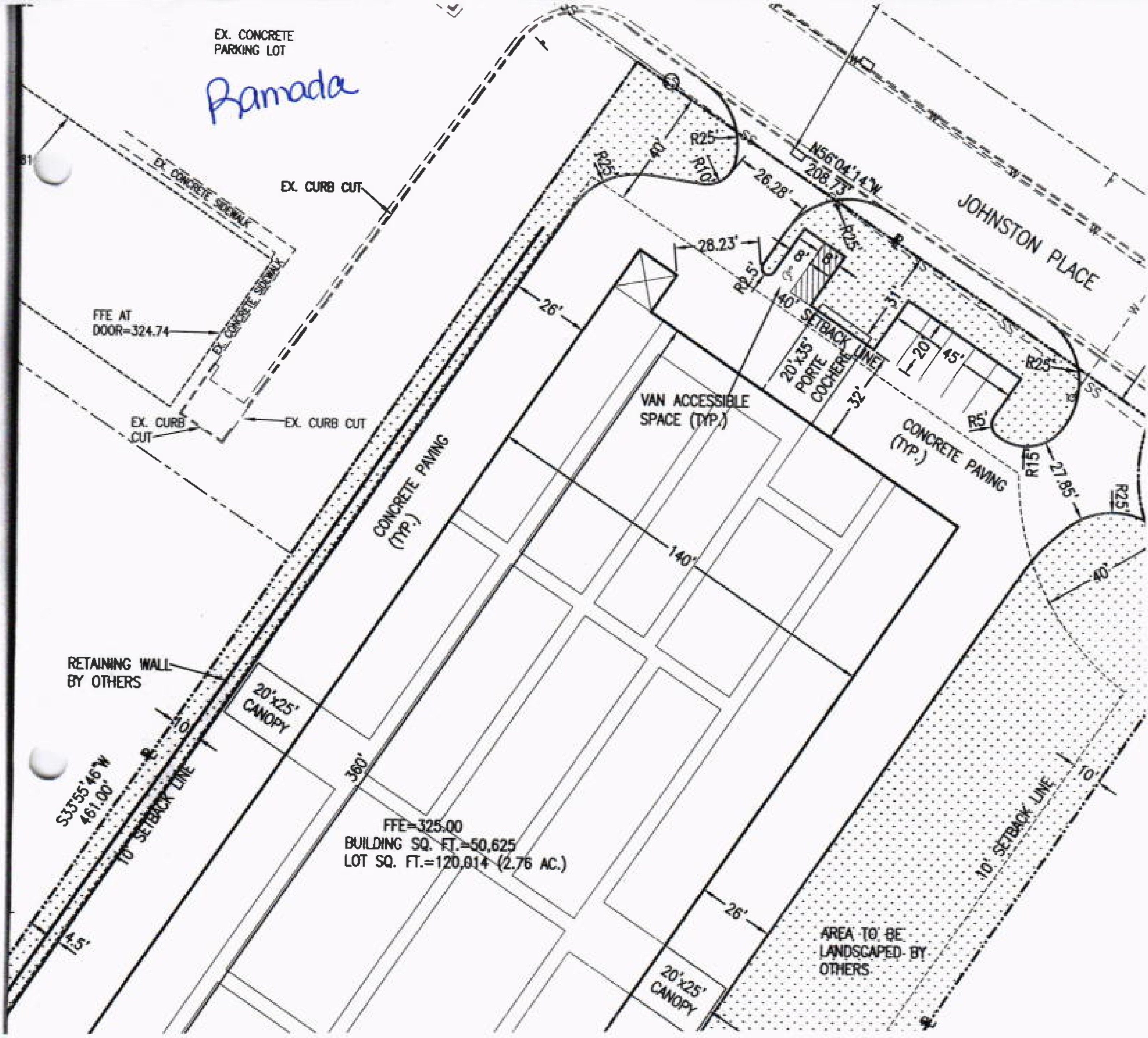
MOTION MADE BY: Barnett

SECONDED BY: Peace

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	NV		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

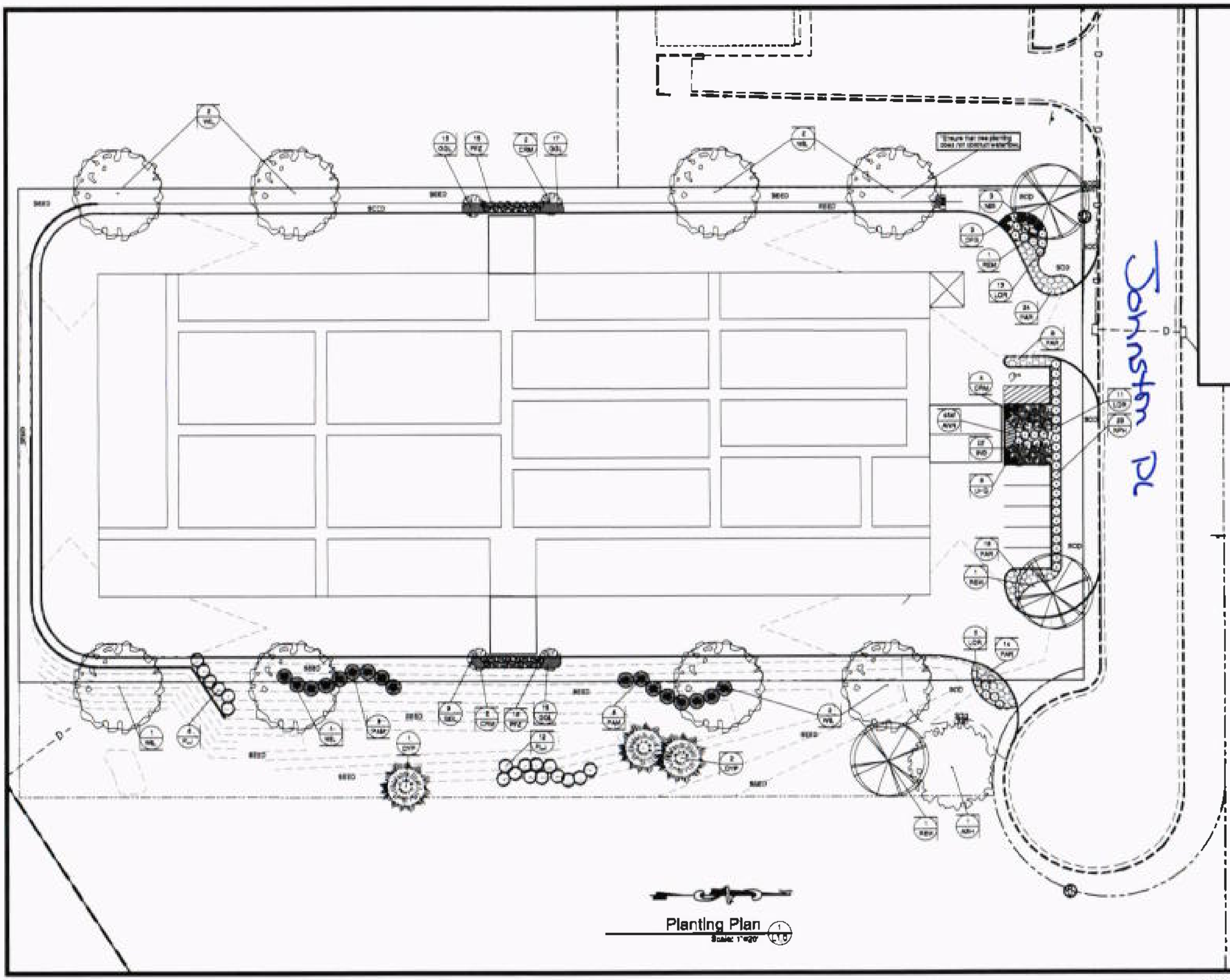
AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

Greer left at 7:03pm
return 7:07pm



EX. CONCRETE PARKING LOT
Ramada
EX. CONCRETE SIDEWALK
EX. CURB CUT
FFE AT DOOR=324.74
EX. CURB CUT
EX. CURB CUT
RETAINING WALL BY OTHERS
S33°55'46"W 461.00'
10' SETBACK LINE
20'x25' CANOPY
CONCRETE PAVING (TYP.)
VAN ACCESSIBLE SPACE (TYP.)
20'x35' PORTE COCHERE
SETBACK LINE
N56°04'14"W 208.73'
JOHNSTON PLACE
CONCRETE PAVING (TYP.)
FFE=325.00
BUILDING SQ. FT.=50,625
LOT SQ. FT.=120,014 (2.76 AC.)
10' SETBACK LINE
AREA TO BE LANDSCAPED BY OTHERS
20'x25' CANOPY

FRONT BUILDING ELEVATION



Plant List		
		Common Name
Trees	CRM	Natchez White Crapemyrtle
	REM	Red Maple
	WIL	Willow Oak
	CYP	Common Bald Cypress
	ASH	Green Ash
Shrubs	IND	Clara Indian Hawthorn
	LOR	Burgundy Loropetalum
	DFG	Dwarf Fountain Grass
	MIS	Miscanthus
	PFZ	Dwarf Pfitzer
	FLJ	Florida Jasmine
	NPH	Needlepoint Holly
	PAM	Pampas Grass
Groundcovers	GGL	Green Giant Liriope
	PAR	Parsons Juniper
	ANN	Annual Color

4 — Plant Quantity
AZA — Plant Symbol

TRENT RHODES,
LANDSCAPE ARCHITECT
P.A.

P.O. Box 2382 Ridgeland, Mississippi 39158-2382
Tel: 601-957-9500

TRLA

Storage Zone
CLINTON, MISSISSIPPI

DRAWING TITLE
Planting Plan

SHEET NO.
L1.0

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 2, 2008 AGENDA ITEM NO. 8

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Authorize the Mayor to sign an agreement for services between the City of Clinton and Steven D. Boone, Public Defender

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

City of Clinton
Mississippi

Rosemary Aultman, Mayor

December 8, 2008

Steven D. Boone
Steven D. Boone Law Firm, PLLC
405 Tombigbee Street
Jackson, MS 39201

REFERENCE: Agreement for Services

Dear Mr. Boone:

Enclosed are two (2) copies of an Agreement for Services between the City of Clinton and Steven D. Boone, Public Defender. This agreement was approved by the City of Clinton Mayor and Board of Aldermen at their regular meeting held on December 2, 2008. The agreement has been signed by the Mayor.

Please sign the two (2) copies of the agreement and send one (1) copy back to me for our records.

If you have further questions regarding this matter, please feel free to contact me by telephone at 601-924-5474 or by e-mail at rwall@clintonms.org.

Sincerely,

Russell L. Wall

Russell L. Wall
City Clerk/CFO
City of Clinton

CITY OF CLINTON, MISSISSIPPI
AGREEMENT FOR SERVICES

THIS AGREEMENT entered into between The City of Clinton, Mississippi and Steven D. Boone, HEREINAFTER being called Public Defender. The following services will be provided by the Public Defender.

1. Represent indigent misdemeanor offenders when appointed by the City of Clinton Judge and/or Judge Pro Tem.
2. Representation would be in the City of Clinton Municipal Court.
3. Representation would occur during court on the appropriate court dates, approximately four (4) times a month, but could be scheduled less should scheduling and appointments permit.

For in consideration of the services to be performed, the sum of one thousand dollars ($1,000.00) per month, will be paid monthly, which sum shall constitute full and complete compensation. Furthermore, Steven D. Boone agrees that there are no other direct or indirect compensatory benefits either expressed or implied with this agreement for services. Either party may terminate this agreement upon 10 days written notice to the other party.

This agreement shall become effective this the 2nd day of DECEMBER, 2008

____
Steven D. Boone

Rosemary G. Aultman
City of Clinton, Mississippi
BY: Rosemary G. Aultman, Mayor

CITY OF CLINTON, MISSISSIPPI
AGREEMENT FOR SERVICES

THIS AGREEMENT entered into between The City of Clinton, Mississippi and Steven D. Boone, HEREINAFTER being called Public Defender. The following services will be provided by the Public Defender.

1. Represent indigent misdemeanor offenders when appointed by the City of Clinton Judge and/or Judge Pro Tem.
2. Representation would be in the City of Clinton Municipal Court.
3. Representation would occur during court on the appropriate court dates, approximately four (4) times a month, but could be scheduled less should scheduling and appointments permit.

For in consideration of the services to be performed, the sum of one thousand dollars ($1,000.00) per month, will be paid monthly, which sum shall constitute full and complete compensation. Furthermore, Steven D. Boone agrees that there are no other direct or indirect compensatory benefits either expressed or implied with this agreement for services. Either party may terminate this agreement upon 10 days written notice to the other party.

This agreement shall become effective this the 2nd day of DECEMBER, 2008.

____
Steven D. Boone

Rosemary G. Aultman
City of Clinton, Mississippi
BY: Rosemary G. Aultman, Mayor

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 2, 2008 AGENDA ITEM NO. 9

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approve a resolution that the Mayor and Board of Aldermen on behalf of the City of Clinton, Mississippi show their intent of the Community Development Block Grant Project to meet the National Policy Objective of at least fifty-one percent (51%) of the proposed three hundred (300) permanent, full time jobs to be created are made available to persons of low or moderate income households

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

D L Turner

RESOLUTION

WHEREAS, the City of Clinton has submitted an application and received approval from the Mississippi Development Authority for a Katrina Supplemental Community Development Block Grant Project; and

WHEREAS, the purpose of the Community Development Block Grant funds is to provide funds for training new employees at Automatic Data Processing's (ADP) new location in Clinton; and

WHEREAS, the primary objective of the Community Development Block Grant is to create permanent, full time jobs for this area.

THEREFORE, BE IT RESOLVED, that the Mayor and Board of Aldermen on behalf of the City of Clinton, Mississippi show their intent of the Community Development Block Grant Project to meet the National Policy Objective of at least fifty-one percent (51%) of the proposed three hundred (300) permanent, full time jobs to be created are made available to persons of low or moderate income households.

BE IT FURTHER RESOLVED, that the Mayor and Board of Aldermen is hereby directed to provide a certified copy of this resolution to the Disaster Recovery Division of the Mississippi Development Authority.

ADOPTED, this the 2nd day of DECEMBER, 2008.

CITY OF CLINTON, MISSISSIPPI

ATTEST:

Russell L Wall
CITY CLERK

Rosemary G. Aultman
MAYOR

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 12/02/08 AGENDA ITEM NO. 10

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO: 110-105-540-1

DISCUSSION/ACTION: Acceptance of $500.00 donation from Kroger.

Special

INTRODUCED BY:
Don Byington
Chief of Police

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

DIV	DATE	INVOICE	REF./BATCH NO.	GROSS	INV. ADJ	DISC AMOUNT	NET AMOUNT	STORE
025			111108PM-00004 DONATION - V474 GRAND OPENING	500.00	0.00	0.00	500.00	0000

025	MEMPHIS							
TELEPHONE	PAYEE NO.	DATE	BANK	CHECK NO.	TOTALS			
615-232-9500	00000000	2008-11-11	10	8926832	500.00	0.00	0.00	500.00

To Remove Document Fold and Tear Along This Perforation

THE COMPANY LOGO CAN BE SEEN AS A WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW IF NOT PRESENT, DO NOT CASH

FLEET
www.fleet.com
Windsor, CT

Kroger

51-55
119

2008-11-11

8926832

PAY ONLY 500 DOLLARS 00 CTS

*$500.00

FIVE HUNDRED DOLLARS AND ZERO CENTS ***************

Void Over $500.00

CITY OF CLINTON POLICE DEPT

305 MONROE ST
CLINTON MS 39056-0000

Scott M Henderson

THIS ACCOUNT CLEARS POSITIVE PAY

THIS ACCOUNT CLEARS POSITIVE PAY

ANTI-FRAUD PROTECTION - PATENTS

⑈8926832⑈ ⑆011900445⑆ 68109⑈

THIS CHECK CONTAINS MULTI-COLOR RAINBOW PRINTING IN THE BACKGROUND. IF NOT PRESENT, DO NOT CASH.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 12/2/08 AGENDA ITEM NO. 11

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

DISCUSSION/ACTION: Allow the off-duty police officers to provide security for basketball event to be held at A.E. Wood coliseum on 1/19/09. Information attached as page two.

a finding of fact
noting dissipation city
will not effect police dept.
will provide benefits to the city
economic benefit to city

INTRODUCED BY:
Don Byington
Chief of Police

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Hisaw

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

Mike Warren

ɔm:	Oscar Miskelly [OMiskelly@Miskellys.com]
ɔnt:	Wednesday, November 19, 2008 7:02 PM
To:	warren108@clintonpd.org

Mr Warren – thanks for visiting with me on the phone Tuesday. As a follow up to our conversation I am putting in a request for an off duty police officer to provide security beginning at 10 a.m. on Monday January 19,2009 at the Mississippi College Coliseum and ending at approximately 10 p.m. Mike Jones the A.D. at MC suggested I give you a call to assist with this event. We could use two officers if available from 4 p.m. until 10 p.m. as that is when we expect the largest crowd for the event. This is our second year to host this event & it is a well organized tournament. We will have a hospitality room with food provided by Newk's throughout the day so the officer(s) will be welcome there at ay time.

Please let me know if you will be able to assist with this & what the hourly cost would be to provide security. You can reach me at this email or the above listed phone number.

Thank you
Oscar Miskelly

High School Basketball Tournament

EVENT PROMOTER: MID MISSISSIPPI SPORTS MARKETING 250 GREENSVIEW DR BRANDON, MS 39047

CONTACT: TODD YATES 601-317-5991 or OSCAR MISKELLY 601-933-5912

ɔNDAY JANUARY 19, 2009 MISSISSIPPI A.E.WOOD COLISEUM

11:00 A.M.	JACKSON PREP	HINDS AHS
12:30 P.M.	CLINTON HIGH	HILLCREST CHRISTIAN
2:00 P.M.	JACKSON ACADEMY	HARRISON CENTRAL HIGH
3:30 P.M.	RIDGELAND HIGH	BROOKHAVEN HIGH
5:00 P.M.	M R A	PEARL HIGH SCHOOL
6:30 P.M.	MERIDIAN HIGH	DALLAS LINCOLN
8:00 P.M.	MURRAH HIGH	MEMPHIS MELROSE

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 2, 2008 AGENDA ITEM NO. 12

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval for the City of Clinton Police Department to purchase five (5) Ford Crown Victoria Police cars

INTRODUCED BY: Don Byington, Police Chief

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 11/18/08 AGENDA ITEM NO.

CONSENT AGENDA: $105,585.00 TO: Watson Quality Ford

FOR: 5 Ford Crown Victoria Police Cars

ACCOUNT NO: 001-105-740-0 ($96,000.00)
110-105-740-0 ($9,585.00)

-
DISCUSSION/ACTION:

INTRODUCED BY: DB
Don Byington
Chief of Police

BOARD ACTION:

MOTION MADE BY: ____________

SECONDED BY: ____________

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	____	____	____________
Hisaw	____	____	____________
Greer	____	____	____________
Bishop	____	____	____________
Peace	____	____	____________
Morgan	____	____	____________
Barnett	____	____	____________
Mayor Aultman	____	____	

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Full Size, Rear wheel drive, body on frame
VENDOR: Watson Quality Ford
ITEM NO.: 070-06-60500-5
MAKE/MODEL Ford Crown Vic, Police P71
ENGINE: 4.6L V8
PRICE INCLUDING STATE INSPECTION STICKER AND TITLE FEE: $ 20,925.00

Contract No: 070-82-21435-0
Watson Quality Ford E-mail: rhinson@watsonquality.com
6130 I-55 North Frontage Rd. Phone: 601-956-7000
Jackson, MS 39211 Toll Free: 800-748-8154
Ron Hinson Fax: 601-957-2704

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:
Az Beige Met., Med Brn.Met., Smokestone Met., Dk Toreador Red Met., Silver Birch Met, Norsea Blue Met.,Dark Blue, Royal Blue, Lt. Blue Met.,Lt Ice Blue Met., Ultra Blue Met., Lt. Gray, Silver Grey Met., Black, Vibrant White, Med Titanium Met.

$ 20,925.00
109.00 (carpet)
26.00 (Door molding)
57.00 (vinyl rear seat)

Total $21,117.00

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:			
4.6L V8 Flex Fuel Engine	99V	INC	
Full Wheel Covers	64N	$39	
Air Conditioning	INC	INC	
Axle, Limited Slip 3.27 (129mph)	INC	INC	
Braking System, Anti-Lock	INC	INC	
Carpeting/Floor Mats	128	$109	Add
Clock, Digital	INC	INC	
Ballistic Driver Door Panel	90L	$1,127	
Ballistic Driver & Pass Door Panel	90B	$2,162	
Defroster, Rear Window	INC	INC	
Exhaust, Dual	INC	INC	
Grill , Siren & Speaker wiring	172	N/C	
Headliner, Cloth	INC	INC	
Heater, Auxiliary Rear	NA	NA	
Traction Control	552	$109	
2-Way Radio Pre-Wire	946	$39	
Locking Gas Cap	98G	$8	
Driver Side Spot Light	INC	N/C	
Dual Spot Lights	51Y	$130	
Driver Side Spot Light Delete	<51Y>	<$166>	
Police Power Pigtail	179	$22	
Two-Tone Paint (4 Choices)	952	$770	
Trunk Pack w/Kevlar Front Liner	14T	$166	
Roof wiring w/hole in roof	187	$170	
Power Driver Seat	21A	$330	

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
Lateral Bow Reinforcement	185	$69	
Rear Door Handles & Locks Inoperable	67B	$22	
Daytime Running Lamps	77D	$44	
Radio, AM/FM w/CD	58Z	$161	
Restraint System, Driver's Air Bag	INC	INC	
Restraint System, Passenger's Air Bag	INC	INC	
Speed Control w/Tilt	525	$196	
Front Door Moldings Installed (or loose 96B)	96A	$26	Add
Tire, Conventional Spare	INC	INC	
Street Appearance Package	750A	$142	
Comfort & Convenience Group	41A	$661	
Fire Suppression System	60S	$3,041	
Transmission, Automatic 4-speed w/overdrive	STD	INC	
Silicone Hoses w/Aircraft Clamps	177	$279	
Base Lighting Package	65P	$1,701	
Axle, Limited Slip 3.55 (119mph top speed)	730A	$142	
Base Police Prep Package	65A	$670	
Complete Police Prep Package	68P	$1,805	
Ready for the Road Package	65U	$3,585	
Visibility Package	65W	$2,689	
Side Impact Airbags (New Std. 2009)	STD	INC	
Horn Siren Wiring Prep Package	175	$35	
Keyed Alike (6 Key Code Choices)	432	$44	
Courtesy Lamp Disable	478	$18	
Cloth Front Buckets/Cloth Rear Seat	INC	INC	
Cloth Split Bench/Cloth Rear Seat	88F	$57	41A
Cloth Front Buckets/Vinyl Rear Seat	88I	$57	Add

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 12/2/08 AGENDA ITEM NO. 13

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

-

DISCUSSION/ACTION: Declare as surplus property one 2000 Crown Victoria police car (VIN# 2FAFP71W3YX112814) for the purpose of selling at auction. Car was declared a total loss due to accident.

INTRODUCED BY:
Don Byington
Chief of Police

BOARD ACTION: MOTION MADE BY: Peace

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 2, 2008 AGENDA ITEM NO. 14

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval for the City of Clinton Fire Department to purchase one (1) Pumper Fire Truck

E-1 $437,082.00

INTRODUCED BY: Barry Burnside, Fire Chief

BOARD ACTION: MOTION MADE BY: Hisaw

SECONDED BY: Greer

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 11/18/08 AGENDA ITEM NO. 15

CONSENT AGENDA: TO:

FOR:

ACCT. NO. 001-305-740-0

DISCUSSION/ACTION: $19,568.00 Butch Oustalet Ford
FORD TRUCK F250 CC XL, W20 PRICE INCLUDES STATE INSPECTION STICKER AND TITLE FEE

INTRODUCED BY: Ray Holloway, Director of Parks and Recreation TELEPHONE: 601-924-6082

EXHIBITS FOR REVIEW:

Minutes		Invoice		Other	
Ordinance		Plans, Maps			
Resolution		Contract			

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Hisaw

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Truck, Pick-up, 3/4 Ton, Crew Cab, 2 WD,
VENDOR: Butch Oustalet Ford
ITEM NO.: 070-48-52361-2
MAKE/MODEL Ford F250 CC XL, W20
ENGINE: 5.4L V8
PRICE INCLUDING STATE INSPECTION STICKER AND TITLE FEE: $ 19,601.00

Contract No: 070-81-21157-0
Butch Oustalet Ford E-mail: eanderson@bigoford.com
9274 Hwy 49 Phone: 228-863-5525 ext 231
Gulfport, MS 39503 Toll Free: 800-880-2446
Erich Anderson Fax: 866-594-7169

LIST FACTORY COLORS AVAILABLE AT NO CHARGE: Dark Blue, Red, Gold, Forest Green, Dark Stone, Black, Silver, Dark Gray, Dark Red, White

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE	
List optional engines:				
6.8L V-10, Gas	99Y	$498		
6.4L Turbo Diesel	99R	$5,723		
Air Conditioning	INC			
Braking System, Anti-Lock	INC			
Bumper, Rear Step	INC			
Clock, Digital	INC			
Headliner, Cloth	INC			
Radio, AM/FM	INC			
Driver & Pass Air Bag	INC			
? Pwr Windows/Locks/Tilt/Cruise	INC		Delete	-$656.- / Erich Anderson
Trailer Towing Package	INC			
Transmission, Auto 5-speed	INC			
Telescoping Trailer Tow Mirrors	INC			
200 Amp Alternators	67D	$62	99R	
Daytime Running Lights	942	$37		
- Axle, Limited Slip 3.73	X3L	$291	X3L	✓
Axle, Limited Slip 3.55	X3J	$249	99R	
- Vinyl 40/20/40 Split Bench/Floors	TS	$332	TS	✓
Cloth 40/20/40 Split Bench	3S	$593		
172" Wheelbase (8' Bed)	172	$175		
Cloth Full Bench Seat	88C	$133		
Upfitter Switches	66S	$71		
Trailer Brake Controller	52B	$191		

Total: $19,568.-

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 2, 2008 AGENDA ITEM NO. 16

CONSENT AGENDA: TO:

FOR: replace attachment

ACCT. NO.

DISCUSSION/ACTION: Professional Services Agreement for the design of Hampstead Blvd. Roadway Improvements – Phase II

INTRODUCED BY: TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Shaw

SECONDED BY: Hisaw

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	A		
Peace	✓		
Morgan	A		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

This is an AGREEMENT, effective as of 12/3/08 (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 **Hampstead Boulevard Roadway Improvements – Phase II,** hereafter called the *Project*. The OWNER and WGK also hereby acknowledge the attachment of the items listed herein below, and agree that all such documents shall be incorporated into this AGREEMENT by reference:

☒ The OWNER's responsibilities, incorporated herein as Exhibit A, consisting of 1 page.
☒ The Scope of Professional Services, incorporated herein as Exhibit B, consisting of 2 pages.
☒ The Compensation Schedule, incorporated herein as Exhibit C, consisting of 2 pages.

The OWNER's official designated representative for this Project shall be: Richard Broome, P.E., City Engineer. WGK's official designated representative for this Project: shall be: Bill Owen, P.E. 11413. The WGK Project Number shall be: 2000-297-08:

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

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

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 6 inclusive together with any expressly incorporated exhibits and attachments), constitutes the entire

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 **Hampstead Boulevard Roadway Improvements – Phase II**, (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, should same be required.
5. 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, should same be required.
6. 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.
7. 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.
8. 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.
9. Guarantee full and free access for WGK to enter upon all property required for the performance of WGK's services under this Agreement.
10. 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.
11. Compensate WGK for the services rendered under this Agreement in a timely manner.
12. Bear the costs of permits, legal advertisements, notices, approvals, and other direct expenses incident to completion of the Project.
13. Bear all costs incident to compliance with or performance of the requirements of this provision.

I. Prepare contract documents for signature by Contractor and assist the OWNER in securing their execution, and prepare Notice-to-Proceed to Contractor for PROJECT.

J. Prepare and distribute contract price estimate breakdown to OWNER and Contractor, as appropriate.

4. **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.

   A. 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.

   B. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.

   C. Preparation of detailed renderings, exhibits or scale models for the Project.

   D. Provision of copies of reports, correspondence, submittal data, contract documents and specifications, and prints of construction plans.

   E. Investigations involving detailed considerations of operations, maintenance and overhead expenses; the performance value engineering analyses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, and valuations; detailed quantity of surveys of material and labor; and material audits or inventories required by the OWNER.

   F. Provision of design services relating to future facilities, systems and equipment which are intended to be constructed or operated as a part of the Project.

   G. Provision of services as an expert witness for the OWNER in connection with litigation or other proceedings involving or relating to the Project.

   H. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.

B. 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.

5. **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. 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.

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

A. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement, and shall be due and owing within 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. 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.

C. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

D. 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.