

## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. 7A

**CONSENT AGENDA:**

TO:

FOR:

ACCT. NO :

**BOARD APPROVED**

**OCT 02 2007**

**CITY OF CLINTON**

DISCUSSION/ACTION: Preliminary Site Plan  
Zaxby's Restaurant  
61 Highway 80

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Ordinance

Resolution

Invoice

Plans, Maps

Contract

Other: \_\_\_\_\_

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Bishop

Fisher

Morgan

Barnett

Mayor Aultman

✓

✓

✓

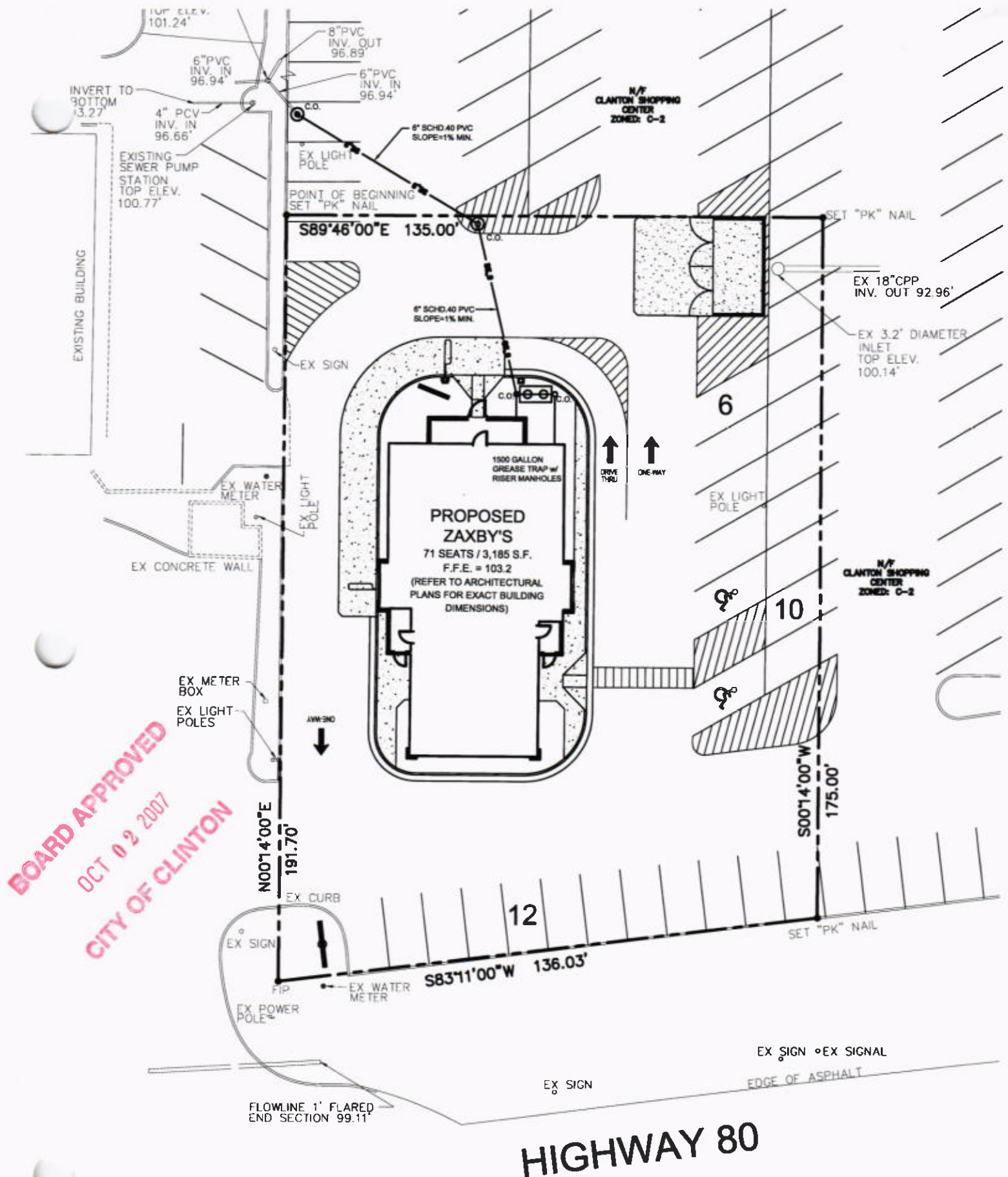
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AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.



**HIGHWAY 80**

**PLANNING AND ZONING COMMISSION**

**Clinton, Mississippi**  
Tuesday, September 25, 2007  
7:00 P.M.  
Municipal Courtroom  
305 Monroe Street

**BOARD APPROVED**  
**OCT 02 2007**  
**CITY OF CLINTON**

**Minutes**

Present: Jim Martin, Ryan Tracy, Mark Williams, Ottawa Carter, Kathy Peace, Nancy Davis and City representatives Gary Ward, Ken Dreher and Derrick Milner.

**CALL TO ORDER**

The meeting was called to order at 7:00pm.

**CONSIDERATION AND APPROVAL OF AUGUST 28, 2007 MINUTES.**

MOTION was made by Ryan Tracy to approve the Minutes of the August 28, 2007 meeting as written. SECOND by Kathy Peace. MOTION carried unanimously, none opposed.

**NEW CONSIDERATIONS**

Request for a conditional use for public/quasi-public facility to operate Church of Christ at 2004 Northside Drive. Representative present: Reverend Edward Thompson

Church of Christ is requesting a Public/Public-Quasi Conditional Use to operate a church at 2004 Northside Drive. They are currently housed in a building located at this location. Church of Christ is proposing to construct a 4000 square foot building. Preliminary site plan will be brought before Planning and Zoning Commission at a later date.

A public hearing was held and no opposition was present.

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen to approve the request of a Conditional Use – Public/Public-Quasi for Church of Christ to be located at 2004 Northside Drive. SECOND by Ottawa Carter. MOTION carried unanimously, none opposed.

Preliminary Site Plan for Church of Christ to be located at 2004 Northside Drive.

Item was removed from this agenda.

Preliminary Site Plan for American Tees located at 1204 Cynthia Road. Representatives present: Shane Ormon, contractor and Jarrett Holmes, owner

American Tees is proposing to construct a 3000 square foot addition to the rear of their existing building. They need the extra space for short time storage of tee-shirts. Shane Ormon stated that there were two concerns the site plan committee had: 1) add a fire hydrant at front of building and 2) recommended the installation of a sprinkler system. There is a fire hydrant directly across the street from this building, approximately 150 feet from the front and they would prefer not to install the sprinkler system since it was only a recommendation.

MOTION was made by Ryan Tracy to recommend to the Mayor and Board of Aldermen to approve the preliminary site plan for American Tees to be located at 2004 Cynthia Road contingent on satisfying the fire department's concerns. SECOND by Mark Williams. MOTION carried unanimously, none opposed.

**OTHER BUSINESS**

There was no other business for discussion.

**NEXT MEETING**

The next meeting will be held on Tuesday, October 23, 2007 beginning at 7:00pm.

**ADJOURNMENT**

MOTION was made by Ryan Tracy to adjourn the meeting. SECOND by Ottawa Carter. MOTION carried unanimously, none opposed.

**BOARD APPROVED**

**OCT 02 2007**

**CITY OF CLINTON**

## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. 7B

**CONSENT AGENDA:**

TO:

FOR:

ACCT. NO.:

**BOARD APPROVED**

**OCT 02 2007**

**CITY OF CLINTON**

**DISCUSSION/ACTION:**

*conditional use for*  
~~Preliminary Site Plan~~  
Church of Christ  
2004 Northside Drive

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Ordinance

Resolution

Invoice

Plans, Maps

Contract

Other: \_\_\_\_\_

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Bishop

Fisher

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 PRECEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

**REQUEST FOR CONDITIONAL USE**  
**APPLICATION**

Subject Property Address 2004 North Side Dr  
Owner Church of Christ  
Address 2004 North Side Dr  
CLINTON MS 39056  
Phone # 601 942-7588 601 859-0762  
Current Zoning District \_\_\_\_\_

**BOARD APPROVED**

**OCT 02 2007**

**CITY OF CLINTON**

**Requirements of Applicant:**

1. Letter stating reason for requested conditional use.
2. Copy of the written legal description.
3. Site plan of property.
4. \$250.00 fee required for processing.

**Requirements for Granting Conditional Uses: (Section 2405.01 – Zoning Ordinance)**

A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- (a). Ingress and egress to property and proposed structures.
- (b). Off-street parking and loading areas.
- (c). Refuse and service areas.
- (d). Utilities, with reference locations, availability and compatibility.
- (e). Screening and buffering with reference to type, dimensions and character.
- (f). Required yards and other open space.
- (g). General compatibility with adjacent properties and other property in the district.
- (h). Any other provisions deemed applicable by the Mayor/Board of Aldermen.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

**Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.**

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a conditional use.

Signature

Minister Eldon Thomas

Date

8-23-07

West Northside Drive Church of Christ  
2004 West Northside Drive  
Clinton, MS 39056  
August 12, 2007

Planning and Zoning Department  
202 West Leak Street  
P. O. Box 156  
Clinton, MS 39056

BOARD APPROVED

OCT 02 2007

CITY OF CLINTON

Dear Planning and Zoning Department:

We, church membership, are requesting conditional use at the property location of 2004 West Northside Drive in Clinton, MS. The existing property and building have been in use for the past seven (7) years as a church facility.

We are seeking permission to construct this old establishment into a new church facility. These procedures will enhance the community environment in that particular area.

You may contact me at the above address or (601) 859-0642 or (601) 942-7588 (cp). Thank you for consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Edward Thompson".

Edward Thompson  
Minister

BOARD APPROVED

Oct 02 2007

CITY OF CLINTON

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NW 1/4 Section 13

T6N -

Lovett School

Church of Christ  
2004 Northside Dr.

## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. 7C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

BOARD APPROVED

OCT 02 2007

CITY OF CLINTON

DISCUSSION/ACTION: Preliminary Site Plan  
American Tees  
1204 Cynthia Road

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Ordinance

Resolution

Invoice

Plans, Maps

Contract

Other: \_\_\_\_\_

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:

Brabham

Hisaw

Greer

Bishop

Fisher

Morgan

Barnett

Mayor Aultman

"AYE"

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ACTION TAKEN:

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

## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO. :

**BOARD APPROVED**

**OCT 02 2007**

**CITY OF CLINTON**

DISCUSSION/ACTION:     Unkempt Property  
                                     104 Friars Cove

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

### EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: \_\_\_\_\_

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Morgan

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

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Hisaw

✓

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Greer

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Bishop

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Fisher

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Morgan

✓

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\_\_\_\_\_

Barnett

✓

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Mayor Aultman

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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.

OCT 02 2007

CITY OF CLINTON

RESOLUTION

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 104 Friars Cove, Clinton, Mississippi, and after full consideration of the matter, Alderman Bishop 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 104 FRIARS COVE, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.**

**WHEREAS**, it has come to the attention of the Mayor and Board of Aldermen that the property located at 104 Friars Cove, 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., October 2, 2007, 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 the Public Works Department 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, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

**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 104 Friars Cove, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Public Works 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, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works 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 Bishop voted:  | <u>AYE</u> |
| Alderman Fisher voted:  | <u>AYE</u> |
| Alderman Morgan voted:  | <u>AYE</u> |
| Alderman Barnett voted: | <u>AYE</u> |

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

The foregoing Resolution was approved this the 2nd day of OCTOBER 2007.

ATTEST:

Russell Wall  
RUSSELL WALL, City Clerk

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



## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

**BOARD APPROVED**

**OCT 02 2007**

**CITY OF CLINTON**

DISCUSSION/ACTION:     Unkempt Property  
                                     800 Meadow Hills Lane

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Ordinance

Resolution

Invoice

Plans, Maps

Contract

Other: \_\_\_\_\_

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Fisher

SECONDED BY: Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Bishop

Fisher

Morgan

Barnett

Mayor Aultman

✓

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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.

**BOARD APPROVED**

**OCT 02 2007**

**RESOLUTION**

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 800 Meadow Hills Lane, Clinton, Mississippi, and after full consideration of the matter, Alderman FISHER 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 800 MEADOW HILLS LANE, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.**

**WHEREAS**, it has come to the attention of the Mayor and Board of Aldermen that the property located at 800 Meadow Hills Lane, 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., October 2, 2007, 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 the Public Works Department 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, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

**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 800 Meadow Hills Lane, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Public Works 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, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works 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 BARNETT 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 Bishop voted:  | <u>AYE</u> |
| Alderman Fisher voted:  | <u>AYE</u> |
| Alderman Morgan voted:  | <u>AYE</u> |
| Alderman Barnett voted: | <u>AYE</u> |

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

The foregoing Resolution was approved this the 2nd day of OCTOBER 2007.

ATTEST:

Russell Wall  
RUSSELL WALL, City Clerk

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



## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. 10

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

**BOARD APPROVED**

**OCT 02 2007**

**CITY OF CLINTON**

DISCUSSION/ACTION: Resolution to amend Ordinance regulating the cleaning of grease interceptors and the transportation and disposal of grease interceptor waste of commercial food cooking and serving operations

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: \_\_\_\_\_

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

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

**A RESOLUTION TO AMEND THE ORDINANCE REGULATING THE CLEANING OF  
GREASE INTERCEPTORS AND THE TRANSPORTATION AND DISPOSAL OF  
GREASE INTERCEPTOR WASTE IN THE CITY OF CLINTON, HINDS COUNTY,  
MISSISSIPPI**

BOARD APPROVED  
OCT 02 2007  
CITY OF CLINTON

**WHEREAS**, an ordinance adopted on the 15<sup>th</sup> day of May 2007 requiring commercial food cooking and serving operations from allowing grease to be deposited into the municipal sanitary sewer system in the City of Clinton, Mississippi and for enforcement thereof; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the ordinance to regulate the cleaning of grease interceptors and the transportation and disposal of grease interceptor waste is amended as follows:

**Section 1: Definitions**

Commercial Food Preparation –

remove words: shall mean cooking or serving food at any location not zoned residential by the City of Clinton Zoning Ordinance and which produces waste fat in a liquid form

And add words: shall mean any operation engaged in cooking, preparing, or serving food in any establishment other than single or multi-family residential occupancies.

This Ordinance shall be effective 30 days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 2<sup>nd</sup> day of October 2007.

A Motion for adoption was made by Alderman GREER and seconded by Alderman BRADBURY. The foregoing ordinance having been first reduced to writing, and no request being made by the Mayor or any member of

the Board of Aldermen that the Ordinance be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted: AYE

Alderman Hisaw voted: AYE

Alderman Greer voted: AYE

Alderman Bishop voted: AYE

Alderman Fisher voted: AYE

Alderman Morgan voted: AYE

Alderman Barnett voted: AYE

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

The foregoing ordinance was approved this the 2nd day of October 2007.

CITY OF CLINTON

BY: Rosemary G. Aultman  
ROSEMARY AULTMAN, Mayor

ATTEST:

Russell Wall  
RUSSELL WALL, City Clerk

(SEAL)



## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. //

CONSENT AGENDA:

TO:

**BOARD APPROVED**

FOR:

**OCT 02 2007**

ACCOUNT NO:

**CITY OF CLINTON**

INTRODUCED BY:

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DISCUSSION/ACTION: Municipal Compliance Questionnaire for Year Ending 2006-2007

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Barnett

SECONDED BY: Fisher

VOTE CAST:  
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

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 PRECEDING 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.**

BOARD APPROVED

OCT 02 2007

CITY OF CLINTON

### Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

### Information

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no" and, as a result, more information on this questionnaire may be required and/or separate works papers may be needed.*

1. Name and address of municipality:

City of Clinton, Mississippi  
300 Jefferson Street  
Clinton, Mississippi 39056

2. List the date and population of the latest official U.S. Census or most recent official census:

2003 – 23,000

3. Names, addresses and telephone numbers of officials (including elected officials, chief administrative officer, and attorney).

Rosemary G. Aultman, Mayor  
300 Jefferson Street  
Clinton, Mississippi 39056

Jehu Brabham, Alderman-at-Large  
106 Longwood Drive  
Clinton, Mississippi 39056

Office: 601-925-6103

Home: 601-924-0418

Tony Hisaw, Alderman Ward 1  
102 Autumn Way  
Clinton, Mississippi 39056

Home: 601-924-9475

Tony Greer, Alderman Ward 2  
310 Monterey Drive  
Clinton, Mississippi 39056

Home: 601-924-4201

Mike Bishop, Alderman Ward 3  
8 Middleton Place  
Clinton, Mississippi 39056

Home: 601-925-9473

Phil Fisher, Alderman Ward 4  
1012 Post Road  
Clinton, Mississippi 39056

Home: 601-924-4419

Mike Morgan, Alderman Ward 5  
102 Eva Lane  
Clinton, Mississippi 39056

Home: 601-925-5284

Bill Barnett, Alderman Ward 6  
227 Hannah Drive  
Clinton, Mississippi 39056

Home: 601-924-7756

Kenneth R. Dreher, P.A., City Attorney  
761 Clinton Parkway  
Clinton, Mississippi 39056

Office: 601-924-1966

4. Period of time covered by this questionnaire:

From: October 1, 2006 To: September 30, 2007

5. Expiration date of current elected officials' term:

July 2009

**MUNICIPAL COMPLIANCE QUESTIONNAIRE**  
**Year Ended September 30, 2007**

Answer All Questions: Y – YES, N – No, N/A – NOT APPLICABLE

**PART 1 – General**

- |                                                                                                                                    |   |
|------------------------------------------------------------------------------------------------------------------------------------|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)                        | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)                       | Y |
| 3. Are municipal records open to the public? (Section 25-61-5)                                                                     | Y |
| 4. Are meetings of the board open to the public? (Section 25-41-5)                                                                 | Y |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13)                                                            | Y |
| 6. Are all required personnel covered by appropriate surety bonds?                                                                 |   |
| Board or council members (Sec. 21-17-5)                                                                                            | Y |
| Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| Municipal clerk (Section 21-15-38)                                                                                                 | Y |
| Deputy clerk (Section 21-15-23)                                                                                                    | Y |
| Chief of police (Section 21-21-1)                                                                                                  | Y |
| Deputy police (Section 45-5-9) (if hired under this law)                                                                           | Y |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)           | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33)    | Y |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)                              | Y |

- |                                                                                                                                                                                                                                               |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)                                | Y |
| 12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?<br>(Section 21-35-31 or 21-17-19)                                                                                                   | Y |

**PART II – Cash and Related Records**

- |                                                                                                                                                                             |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1. Where required, is a claim docket maintained?<br>(Section 21-39-7)                                                                                                       | Y |
| 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)                                                                                  | Y |
| 3. Does the claim docket identify the claimant, claim number, amount and fund from which each warrant will be issued?<br>(Section 21-39-7)                                  | Y |
| 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)       | Y |
| 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?<br>(Section 21-39-13)                                       | Y |
| 6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)    | Y |
| 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) | Y |
| 8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)                                                  | Y |

- |                                                                                                                                                                                                                                |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)                                                               | Y   |
| 10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)                                                                          | N/A |
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)                                                                                        | Y   |
| 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y   |
| 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)                       | Y   |
| 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)                                                                                                                             | Y   |
| 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)                                                                                                                      | Y   |
| 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution)--Sections 21-19-45 through 21-19-59, etc.]                                                             | Y   |
| 17. Are fixed assets properly tagged and accounted for? (Section II-Municipal Audit and Accounting Guide)                                                                                                                      | Y   |
| 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?                                                                                                                            | Y   |
| 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)                                                                                                                         | Y   |

### **PART III – Purchasing and Receiving**

- |                                                                                                                  |   |
|------------------------------------------------------------------------------------------------------------------|---|
| 1. Are bids solicited for purchases required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y |
|------------------------------------------------------------------------------------------------------------------|---|

- |                                                                                                                                   |   |
|-----------------------------------------------------------------------------------------------------------------------------------|---|
| 2. Are all lowest and best bid decisions properly documented?<br>[Section 31-7-13(d)]                                             | Y |
| 3. Are all one-source item and emergency purchases<br>documented on the board's minutes? [Section 31-7-13(m)<br>and (k)]          | Y |
| 4. Do all officers and employees understand and refrain from<br>accepting gifts or kickbacks from suppliers? (Section<br>31-7-23) | Y |

**PART IV – Bonds and Other Debt**

- |                                                                                                                                                                           |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1. Has the municipality complied with the percentage of taxable<br>property limitation on bonds and other debt issued during the<br>year? (Section 21-33-303)             | Y |
| 2. Has the municipality levied and collected taxes, in a sufficient<br>amount for the retirement of general obligation debt principal<br>and interest? (Section 21-33-87) | Y |
| 3. Have the required trust funds been established for utility<br>revenue bonds? (Section 21-27-65)                                                                        | Y |
| 4. Have expenditures of bond proceeds been strictly limited to<br>the purposes for which the bonds were issued? (Section<br>21-33-317)                                    | Y |
| 5. Has the municipality refrained from borrowing, except where<br>it had specific authority? (Section 21-17-5)                                                            | Y |

**PART V – Taxes and Other Receipts**

- |                                                                                                                                                       |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1. Has the municipality adopted the county ad valorem tax rolls?<br>(Section 27-35-167)                                                               | Y   |
| 2. Are interest and penalties being collected on delinquent<br>ad valorem taxes? (Section 21-33-53)                                                   | Y   |
| 3. Has the municipality conducted an annual land sale for<br>delinquent ad valorem taxes? (Section 21-33-63)                                          | N/A |
| 4. Have the various ad valorem tax collections been deposited<br>into the appropriate funds? (Separate Funds for Each Tax<br>Levy) (Section 21-33-53) | Y   |

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than  $\frac{1}{4}$  mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

**CITY OF CLINTON, MISSISSIPPI**

**Certification to Municipal Compliance Questionnaire**

**Year Ended September 30, 2007**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Clinton, and, to the best of our knowledge and belief, all responses are accurate.

*Russell L. Wall*  
Russell L. Wall, City Clerk

*10-3-2007*  
Date

*Rosemary G. Aultman*  
Rosemary G. Aultman, Mayor

*October 3, 2007*  
Date



## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 200

AGENDA ITEM NO. 12

CONSENT AGENDA:

TO: **BOARD APPROVED**

FOR:

**OCT 02 2007**

ACCOUNT NO:

**CITY OF CLINTON**

INTRODUCED BY:

---

DISCUSSION/ACTION: To declare assets as surplus property and approve the destruction of said property

INTRODUCED BY: Russell L. Wall

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Greer

| <u>VOTE CAST:</u> | <u>"AYE"</u>                        | <u>"NAY"</u>             | <u>ACTION</u> |
|-------------------|-------------------------------------|--------------------------|---------------|
| TAKEN:            |                                     |                          |               |
| Brabham           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| Hisaw             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| Greer             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| Bishop            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| Fisher            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| Morgan            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| Barnett           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| Mayor Aultman     | <input type="checkbox"/>            | <input type="checkbox"/> |               |

**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  
Assets to be removed  
2006-2007

BOARD APPROVED

OCT 02 2007

CITY OF CLINTON

| Admin                            | Asset # | SN #            | Engineering                           |
|----------------------------------|---------|-----------------|---------------------------------------|
| Postage Machine Model # U570     |         | R763498         | Canon BJ-200ex K10110A Scanner        |
| Postage Machine Model # U570     |         | 40407           | HP Desk Jet 720C sr#SG7941W24R        |
| Canon Copier/Fax Machine PC108OF | 2976    | ZTR04605        | IBM Monitor 23-KH299                  |
| Epson Stylus Color 300           | 2996    | AGSE027623      | IBM P/60 PC sr# 23CX2BX               |
| External Modem                   | 3164    | A3-030171       | DTK Peer-2030 PC sr# 029127126        |
| SMC E-Z Switch                   |         | E114500348      | Aamazing Monitor sr# A8087257         |
| ABC Back Up Plus                 |         | AB0241145053    | Dell Copier DN4386                    |
| Tripp Lite Battery Backup        |         | BC-750A         | Public Works<br>Computer Asst # 04572 |
| Compaq Pro Signia                | 3168    | 6348BHDT684535  |                                       |
| Unisys Disc                      | 3169    | UB4110003664    |                                       |
| Paper Port 6100                  | 3785    | 947B00926001    |                                       |
| Opit Quest Monitor               | 3195    | 701005200585    |                                       |
| KDS Monitor                      | 3351    | FWUD32170343U   |                                       |
| KDS Monitor                      |         | 1745SAC40608837 |                                       |
| KDS Monitor                      | 4777    | 1745BAB16081695 |                                       |
| Philips 107S                     | 3174    | 29529667        |                                       |
| Quick Kleen Vacuum               | 3014    |                 |                                       |

## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 200

AGENDA ITEM NO. 13

CONSENT AGENDA:

TO:

**BOARD APPROVED**

**OCT 02 2007**

FOR:

**CITY OF CLINTON**

ACCOUNT NO:

INTRODUCED BY:

**DISCUSSION/ACTION:** Authorize the Municipal Court Judge to assess a \$1.00 surcharge on all traffic tickets issued by the Clinton Police Department.

**INTRODUCED BY:** Russell L. Wall

**BOARD ACTION:**

**MOTION MADE BY:** Hisaw

**SECONDED BY:** Brabham

**VOTE CAST:**  
**TAKEN:**

**"AYE"**

**"NAY"**

**ACTION**

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

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.**

MISSISSIPPI LEGISLATURE

2007 Regular Session

To: Municipalities; Judiciary A

By: Representative Reeves

FUT  
Russell

BOARD APPROVED  
OCT 02 2007  
CITY OF CLINTON

## House Bill 1114

(As Sent to Governor)

AN ACT TO AUTHORIZE THE IMPOSITION OF A ONE DOLLAR SURCHARGE ON ALL TRAFFIC TICKETS ISSUED IN CERTAIN MUNICIPALITIES TO FUND COMPUTERIZED CRIME PREVENTION; AND FOR RELATED PURPOSES.

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

**SECTION 1.** In addition to any other monetary penalties and other penalties imposed by law, any municipality having a population of fifteen thousand (15,000) or more according to the most recent federal decennial census may assess an additional surcharge in an amount not to exceed One Dollar (\$1.00) for each violation of Title 63 and offenses related to vehicular parking or registration. The proceeds from the surcharge shall be dedicated to the use of the municipal police department and used solely to offset the cost of implementation of certain computerized crime prevention measures and the equipment necessary therefor.

**SECTION 2.** This act shall be codified in Chapter 9, Title 63, Mississippi Code of 1972, relating to traffic violations procedure.

**SECTION 3.** This act shall take effect and be in force from and after July 1, 2007.

## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. 14

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

BOARD APPROVED  
OCT 02 2007  
CITY OF CLINTON

DISCUSSION/ACTION: Summary Change Order for 2007 Street Improvement Program

INTRODUCED BY: Richard L. Broome, P.E.

### BOARD ACTION:

MOTION MADE BY: Fisher

SECONDED BY: Brabham

| <u>VOTE CAST:</u> | <u>"AYE"</u>                        | <u>"NAY"</u>             | <u>ACTION TAKEN:</u> |
|-------------------|-------------------------------------|--------------------------|----------------------|
| Brabham           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |
| Hisaw             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |
| Greer             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |
| Bishop            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |
| Fisher            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |
| Morgan            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |
| Barnett           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |
| Mayor Aultman     | <input type="checkbox"/>            | <input type="checkbox"/> |                      |

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.

## Summary Change Order

Project: 2007 Streets Improvements Program  
 Owner: City of Clinton, MS  
 Contractor: Adcamp, Inc.

BOARD APPROVED  
 OCT 02 2007  
 CITY OF CLINTON

| Item                    | Original Quantity | Item Unit    | Unit Price | Add/Delete | Final Quantity | Total Price  |
|-------------------------|-------------------|--------------|------------|------------|----------------|--------------|
| Surface Course          | 5,600             | Tons         | \$57.74    | 987.13     | 6587.13        | \$380,340.89 |
| Base Failure Repair     | 200               | Tons         | \$57.74    | -200       | 0.00           | \$0.00       |
| Granular Material       | 200               | Tons         | \$12.00    | -200       | 0.00           | \$0.00       |
| Cold Milling            | 15,200            | Square Yards | \$1.00     | -3586      | 11614.00       | \$11,614.00  |
| Traffic Stripe (White)  | 35,174            | Feet         | \$0.16     | 5856       | 41030.00       | \$6,564.80   |
| Traffic Stripe (Yellow) | 39,900            | Feet         | \$0.16     | 1318       | 41218.00       | \$6,594.88   |
| Asphalt S.C. 1 Type 2   | 400               | Tons         | \$57.74    | -3.56      | 396.44         | \$22,890.45  |
| Subgrade Prep           | Lump Sum          |              |            | 3800       |                | \$3,800.00   |

Final Contract Amount \$431,805.01

Recommended By:

Date

Contractor's Approval

Date

Owner's Approval

Date

## CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2007

AGENDA ITEM NO. 15

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

**BOARD APPROVED**

**OCT 02 2007**

**CITY OF CLINTON**

DISCUSSION/ACTION: Proposal for a Geotechnical Investigation for the new Clinton Library with Gallet & Associates.

INTRODUCED BY: City Engineer Richard Broome

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes  
Ordinance  
Resolution

Invoice  
Plans, Maps  
Contract

Other:  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Hisaw

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham  
Hisaw  
Greer  
Bishop  
Fisher  
Morgan  
Barnett

✓  
✓  
✓  
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✓

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Mayor Aultman

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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.



September 13, 2007

City of Clinton  
c/o JBHM, P.A.  
Post Office Box 13449  
Jackson, Mississippi 39216

Attention: Mr. Mark Pipper

**BOARD APPROVED**  
**OCT 02 2007**  
**CITY OF CLINTON**

**Proposal for a Geotechnical Investigation**  
**New Clinton Library**  
**Clinton, Mississippi**  
Proposal No: 07G1558

Dear Mr. Pipper:

Gallet & Associates, Inc. appreciates the opportunity to submit this proposal and cost estimate for your review. This proposal summarizes our planned scope of services and provides an estimated cost for providing a subsurface exploration and geotechnical engineering evaluation for the above referenced project.

**Project Information**

Based on information provided by JBHM, it is our understanding that the city of Clinton is planning the construction of a New Library at a site that has frontage on Northside Drive in Clinton, Mississippi. The site is heavily wooded and has overall dimensions of about 520 feet by 1700 feet. The library building would consist of a single story building with a floor area of about 25,000 square feet. The shape, roof type, and finished floor elevation for the building have not been decided. Vehicular access to the facility would be provided by means of drives and parking areas between the building area in the center of the property and Northside Drive. Further, it is our understanding that the property is crossed by a sanitary sewer line with an easement width of 8 feet.

**Field Program**

We propose a field program for the geotechnical exploration that would consist of drilling and sampling a total of Nine (9) soil borings. These borings would be advanced using a rotary drill rig. Two (2) borings would be located in the building area and extend to termination depths of forty (40) feet with Shelby tube samplers utilized to take samples at the first foot of depth of each boring and at intervals of about 3 to 5 feet until the boring termination depth. A third soil boring would also be located in the building area and advanced to a terminal depth of 15 feet. This third boring would be sampled using a Shelby tube sampler. Two (2) additional boring would be advanced in the building area and extend to fifteen (15) using auger sampling methods. Further, four (4) borings would be advanced to a depth of six (6) feet in proposed pavement areas. Additional information would be obtained at the locations of the parking area borings utilizing a dynamic cone penetrometer (DCP). Results of the DCP soundings would be utilized to calculate bearing ratios for the sub grade materials.

*"Our Clients' Success is Our Success"*

Environmental · Geotechnical · Construction  
Materials Testing · Construction Financial Services

119 Market Ridge Drive, Suite C · Ridgeland, MS 39157  
Phone (601) 956-0851 · Fax (601) 956-1116

[www.gallet.com](http://www.gallet.com)

The field investigation phase of this study would be conducted under the supervision of a project engineer in order to provide accurate logs of the soil borings and maximize the field data obtained. Should the site conditions require disturbance of the site for boring access, the disturbance of existing vegetation would be minimized and avoided when possible. We have assumed that the site is relatively level, and accessible to our employees and equipment.

#### **Laboratory Testing**

As a part of the exploration, a laboratory-testing program will be performed as necessary on selected samples to establish some of the significant characteristics and parameters of the foundation soils. These tests will be performed in our laboratory and would include unconfined compression, moisture content, grain size analyses, and Atterberg Limit determinations.

#### **Engineering Services**

Following the completion of the field and laboratory programs, geotechnical engineering analyses and evaluations would be performed. The results of a previous investigation conducted at this site would be utilized in the data analyses and consideration of that data given during preparation of guideline recommendations. Further, the results of this geotechnical investigation would be summarized in a report that would include but not be limited to the following information:

- Area and site geologic conditions, including graphical logs of the soil borings, and development of a soil profile.
- Results of field and laboratory tests.
- Subsurface soil stratigraphy and ground water levels including detailed boring records and profiles.
- Guideline foundation design recommendations, including soil bearing pressures and bearing elevations, and anticipated settlement.
- Site preparation recommendations, including slide potential of sloped surfaces, maximum cut slopes, fill material criteria, and compaction, and the treatment of in-place soils.
- Recommendations for shallow foundations using structure loads.
- Excavation conditions and the degree of difficulty of excavation.
- Management of surface and groundwater and drainage considerations.
- Recommendations for the suitability of the on-site soils to be used as structural fill.

#### **Compensation and Schedule**

Our budget estimate for the scope of services described in this proposal is \$5,750. This cost estimate covers the work required to present our findings and recommendations in written report form. Subsequent work, such as review of foundation plans, preparation of construction specifications, special meetings, additional drilling, or other requested work would be performed utilizing the unit rates contained in our standard fee schedule.

# GALLET & ASSOCIATES PROPOSAL ACCEPTANCE SHEET

|                          |                            |                |                   |         |         |
|--------------------------|----------------------------|----------------|-------------------|---------|---------|
| Description of Services: | Geotechnical Investigation |                |                   |         |         |
| Project Name:            | New Clinton Library        |                |                   |         |         |
| Project Location:        | Clinton, Mississippi       |                |                   |         |         |
| Proposal No.:            | 07G1558                    | Proposal Date: | September 6, 2007 | Budget: | \$5,750 |

## FOR PAYMENT OF CHARGES:

Charge Invoice to the account of:

|            |                              |            |                          |           |            |
|------------|------------------------------|------------|--------------------------|-----------|------------|
| Firm:      | City of Clinton, Mississippi |            |                          |           |            |
| Address:   | Post Office Box 156          |            |                          |           |            |
| City:      | Clinton                      | State:     | Mississippi              | Zip Code: | 39060-0156 |
| Phone No.: | (601) 925-6102               | Attention: | Mr. Richard Broome, P.E. |           |            |
| FAX No.:   | (601) 925-4605               | Title:     | City Engineer            |           |            |

## FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

|            |  |            |  |           |  |
|------------|--|------------|--|-----------|--|
| Firm:      |  |            |  |           |  |
| Address:   |  |            |  |           |  |
| City:      |  | State:     |  | Zip Code: |  |
| Phone No.: |  | Attention: |  |           |  |
| FAX No.:   |  | Title:     |  |           |  |

## PROPERTY OWNER IDENTIFICATION (if other than above):

|            |  |            |  |           |  |
|------------|--|------------|--|-----------|--|
| Firm:      |  |            |  |           |  |
| Address:   |  |            |  |           |  |
| City:      |  | State:     |  | Zip Code: |  |
| Phone No.: |  | Attention: |  |           |  |
| FAX No.:   |  | Title:     |  |           |  |

## REPORT DISTRIBUTION:

|          |  |          |  |          |  |
|----------|--|----------|--|----------|--|
| Firm:    |  | Firm:    |  | Firm:    |  |
| Address: |  | Address: |  | Address: |  |
|          |  |          |  |          |  |

**PAYMENT METHOD:** ☐ COD ☐ Credit Card ☐ Invoice

A late payment charge of 18% per annum of the maximum amount allowed by law, including all cost of collection and attorney fees, may be added in the event payment is not made within 30 days after invoice date.

**PAYMENT TERMS:** Due upon receipt of Invoice. A late payment charge of 18% per annum of the maximum amount allowed by law, including all cost of collection and attorney fees, may be added in the event payment is not made within 30 days after invoice date.

**INVOICING:** Unless other arrangements are mutually agreed to in writing and appended hereto, a minimum of 50% of approved budget will be invoiced upon receipt of this Proposal Acceptance Sheet.

## PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions printed on the back of this page or attached to it are:

Accepted this 3<sup>rd</sup> day of October, 2007.

Print or type individual, firm or corporate body name:

CITY OF CLINTON

Signature of authorized representative:

Rosemary G. Maultman

Print or type name of authorized representative and title:

ROSEMARY G. MAULTMAN, MAYOR

In the event that this Proposal Acceptance Sheet is not executed and returned prior to Client's notice to proceed with this work, the notice to proceed will constitute Client's acceptance of this Agreement.

**GENERAL CONDITIONS**  
**Gallet & Associates, Inc.**

**1. PAYMENT TERMS** – Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month, and all cost of collection, including attorney fees. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. In the event Client requests termination of the services prior to completion, a termination surcharge in an amount not to exceed thirty percent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GALLET & ASSOCIATES, INC. (Consultant) be made. If during the execution of the services, Consultant is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be billed on a time and material basis.

**2. GENERAL NATURE OF PROFESSIONAL SERVICES** – The Consultant's basic services comprise the specific activities set forth in Proposal. The Consultant will access the site pursuant to the scope of services set forth in proposal.

**3. SCOPE OF THE CONSULTANT'S BASIC SERVICES** – The services shall consist of those tasks enumerated in the Proposal to this Agreement. The services are to be performed for the sole benefit of Client. The Consultant does not owe any duty to any person other than the Client. The scope of work outlined in the Proposal represents a minimum program at this time. As the results of the services/investigation become known, other services, tests, and/or sampling may be recommended to the Client for written approval as Additional Services. In general, an increased frequency of investigation, sampling, and/or testing will improve the opinions reached in the Consultant's report. If an environmental investigation is performed: because geologic and soil formations are inherently random, variable, and indeterminate in nature, the professional services rendered by the Consultant and opinions provided with respect to such services under this agreement (including opinions regarding potential cleanup costs), are not guaranteed to be a representation of actual site conditions or contamination or costs, which are also subject to change with time as a result of natural or man-made processes. If Geotechnical or construction material testing is performed: because geologic and soil formations are inherently random, variable, and indeterminate in nature, the professional services rendered by the Consultant and opinions provided with respect to such services under this agreement are not guaranteed to be a representation of actual site conditions which are also subject to change with time as a result of natural or man-made processes. Consultant will provide Client with a written ("Report") in connection with the services performed. The Report will present such findings and conclusions as the Consultant may reasonably make with the information gathered in accordance with this Agreement. In preparing the Report, Consultant may review and interpret certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Consultant will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information. **THE REPORT AND OTHER INSTRUMENTS OF SERVICES ARE PREPARED FOR, AND MADE AVAILABLE FOR THE SOLE USE OF, THE CLIENT, AND THE CONTENTS THEREOF MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON WITHOUT THE EXPRESS WRITTEN CONSENT AND AUTHORIZATION OF THE CONSULTANT.**

**4. STANDARD OF CARE** – The standard of care to be exercised in connection with the service performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our Proposal for consulting services or by our furnishing oral or written reports.

**5. ADDITIONAL SERVICES OF THE CONSULTANT** - If mutually agreed to in writing by the Client and the Consultant, the Consultant shall perform or obtain the services of others to perform the activities enumerated in the Proposal to this Agreement. Additional Services are not included as part of Basic Services and will be paid by the Client as provided in Payment Terms.

**6. SERVICES EXCLUDED BY THE CONSULTANT** – Services not expressly set forth in writing as Basic or Additional Services and listed in the Proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services. The services to be performed by the Consultant shall not include an analysis or determination by the Consultant as to whether the Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations. The Consultant's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, treating or monitoring hazardous substances, hazardous materials, hazardous wastes or hazardous oils. The Consultant's services shall not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors retained by the Consultant in connection with the Consultant's services provided to the Client. Unless specifically listed in the Proposal the Consultant's services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCBs), radon gas, any airborne pollutants, underground mines or sinkholes.

**7. RESPONSIBILITIES OF THE CLIENT** – The client shall provide all information in its possession, custody, or control which relates to the site, its present and prior uses, or to activities at the site which may bear upon the services of the Consultant under this Agreement, including, but not limited to, the following: (i) a legal description of the site, including boundary lines and a site plan; (ii) identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site and (iii) a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by the Consultant. The Client shall be fully responsible for obtaining the necessary authorizations to allow the Consultant, its agents, subcontractors and representatives, to have access to the site and buildings thereon at reasonable times throughout contract performance by the Consultant. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur and Client hereby releases and indemnifies Consultant and agrees to assume responsibility for such unavoidable damage or alteration. To the extent required by law, Client agrees to assume responsibility for personal and property damages due to Consultant's interference with subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided above by Client to Consultant. The services, information, and other data required by this Section to be furnished by the Client shall be at the Client's expense, and the Consultant may rely upon all data furnished by the Client and the accuracy and completeness thereof. If Client shows a copy of the Report or any other information to any person who is not an employee or agent of Client, Client shall inform such person that he may not rely on the Report or other information without the express written consent of the Consultant, which Consultant may deny in its sole unfettered discretion.

**8. CONSULTANT'S INSURANCE** – Consultant shall obtain, if reasonably available: (1) Statutory Workers' Compensation/Employers Liability coverage; (2) Commercial General Liability; (3) Automobile Liability; and (4) Professional Liability insurance coverage. Consultant agrees to issue certificates of insurance evidencing such policies upon written request.

**9. LIMITATION OF RESPONSIBILITY** – CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW THE CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE PROJECT, THE SITE, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO THE CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY SHALL NOT EXCEED THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES OF THE CONSULTANT UNDER THIS CONTRACT OR \$50,000.00, WHICHEVER IS GREATER. If client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our Proposal, provided that Client agrees to pay an additional consideration of four percent of our total fee, or \$1000.00 whichever is greater. Client and Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever. To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages and other liabilities arising out of or in any way related to the services to be performed by Consultant hereunder, Consultant's reports or recommendations concerning this Agreement or Consultant's presence on the project property, and for damages caused by Client's failure to follow Consultant's recommendations, provided that Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees. **THE REPORT AND OTHER INSTRUMENTS OF SERVICES ARE PREPARED FOR, AND MADE AVAILABLE FOR THE SOLE USE OF, THE CLIENT, AND THE CONTENTS THEREOF MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON WITHOUT THE EXPRESS WRITTEN CONSENT AND AUTHORIZATION OF THE CONSULTANT.**

**10. DISPUTES RESOLUTION** – All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located and if the Parties cannot agree on a mediator then one shall be appointed by the AAA (American Arbitration Association). The Parties agree to split the cost of mediation 50-50. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation as provided above, then: (a) Client assents to personal jurisdiction in the State of Consultant's principal place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

**11. DISCOVERY OF UNANTICIPATED POLLUTANTS RISKS** – If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the Agreement is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that Consultant shall be paid for our total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing. Client also agrees that the discovery of unanticipated hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of working to protect employees' and the public's health and safety.

**12. DISPOSITION OF SAMPLES AND EQUIPMENT** – No samples of unpolluted soil, rock, or water will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise. In the event that samples and/or materials contain or are suspected to contain substance or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances. Consultant will, after completion of testing: (1) return such samples and materials to Client; or (2) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said waste. All laboratory and field equipment contaminated in performing our services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

**13. REPORTS, RECOMMENDATIONS, AND OWNERSHIP OF DOCUMENTS** – Reports, recommendations, and other materials resulting from Consultant's efforts are intended solely for purposes of this Agreement; any reuse by Client or others for purposes outside of this Agreement or any failure to follow Consultant's recommendations, without Consultant's written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by Consultant for proper performance of its services. Consultant may rely upon Client-provided documents in performing the services required under this Agreement; however, Consultant assumes no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All reports, field notes, calculations, estimates, and other documents which are prepared as instruments of service, shall remain Consultant's property and Consultant shall retain copyrights to these materials. Consultant will retain all pertinent records relating to services performed for a period of six years following submission of a report, during which period the records will be made available to Client at reasonable times.

**14. TERMINATION** – This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.

**15. FORCE MAJEURE** - Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**16. SEVERABILITY AND SURVIVAL** - Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

**17. ASSIGNMENT** - Consultant shall not delegate any duties, nor assign any rights or claims under this Agreement, nor subcontract any part of the work authorized, without prior written consent of Client, except as follows: Consultant may delegate any duties to one of its affiliated corporations (which shall be deemed the "Consultant" with respect to such duties), including specifically Gallet Enterprises, Inc., Gallet & Associates Gulf Coast, Inc., and Gallet & Associates of Georgia, Inc. Gallet & Associates, Inc. will collect all fees and other payments due hereunder and be responsible for disbursement to the appropriate corporation.

**18. SAFETY** - Should Consultant provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by Consultant is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are specifically excluded from consultant's scope of work.

**19. SITE VISITS** - If such is within Consultant's scope of work, Client agrees that Consultant will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by Consultant to verify substantial compliance with the plans, specifications and design concepts.

**20. ELECTRONIC DOCUMENTS** - Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hard-copy document, the hard-copy document will prevail. Client shall have [sixty (60)] calendar days after receipt of electronic media or Consultant's electronically transmitted instruments of professional service to inspect the material stored or delivered for readability, accuracy, and completeness. Client shall during that period call any errors, omissions, or other problems to Consultant's attention, during which time Consultant shall correct and complete the affected instrument of professional service. [Sixty-one (61)] days after Client has received electronic media or electronically transmitted instruments of professional service, Consultant shall submit the original instrument of professional service, that is, a final hard copy of the instrument of professional service, bearing the professional's seal and signature. Subsequent to submission of the original, any additional services Client wishes Consultant to perform with respect to electronic media or electronically transmitted material shall be subject to separate agreement.

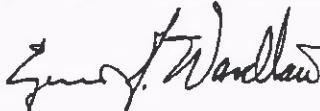
**21. THIRD PARTY BENEFICIARIES** - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Based on our present workload, we are prepared to initiate the field program within 3 to 5 working days upon your authorization to proceed, if the weather and/or site conditions permit. We anticipate the fieldwork to take approximately 1 working day. Verbal recommendations could be provided at the completion of the fieldwork. The report will be completed within 3 weeks of the completion of the fieldwork. If a different schedule is required, we can be flexible according to your needs.

#### Closing

Thank you for considering Gallet & Associates, Inc. for your geotechnical services and allowing us to submit this proposal. If the attached terms are acceptable, please return a signed original copy of the proposal acceptance sheet to this office as our notice to proceed. We appreciate the opportunity to work with you as part of your TEAM and look forward to assisting you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact our office.

Very truly yours  
Gallet & Associates, Inc.  
Formerly GeoScience Engineers



Eugene G. Wardlaw, P.E.  
Senior Associate

EGW  
Attachments: Proposal Acceptance Form  
General Conditions

**CITY OF CLINTON  
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
TUESDAY, OCTOBER 2, 2007 - 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 Brabham followed by the pledge of allegiance to the flag led by Alderman Hisaw.

**ROLL CALL** City Clerk, Russell Wall

Present:       Jehu Brabham – Alderman-at-Large  
                  Tony Hisaw – Alderman Ward 1  
                  Tony Greer – Alderman Ward 2  
                  Mike Bishop – Alderman Ward 3  
                  Phil Fisher – Alderman Ward 4  
                  Mike Morgan – Alderman Ward 5  
                  William Barnett – Alderman Ward 6

**APPROVAL OF AGENDA ITEMS A-AA**

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

**PRELIMINARY SITE PLAN FOR ZAXBY'S RESTAURANT**

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved the preliminary site plan for Zaxby's restaurant which will be located at 61 Highway 80. The Planning and Zoning Commission recommended approval. The site plan is on file with the Community Development Director. **MOTION CARRIED 6 TO 1 WITH ALDERMAN BISHOP VOTING "NO"**

### **CONDITIONAL USE FOR CHURCH OF CHRIST**

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved the conditional use request for Church of Christ. A copy of the request is on file in the Community Development Department. **MOTION CARRIED UNANIMOUSLY**

### **PRELIMINARY SITE PLAN FOR AMERICAN TEES**

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the preliminary site plan for American Tees which will be located at 1204 Cynthia Road. The Planning and Zoning Commission recommended approval. The site plan is on file with the Community Development Director. **MOTION CARRIED UNANIMOUSLY**

### **UNKEMPT PROPERTY LOCATED AT 104 FRIARS COVE**

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Morgan the board approved a resolution determining the necessity for the cleaning of private property located at 104 Friars Cove, 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. A copy of the resolution is made a part of these minutes. **MOTION CARRIED UNANIMOUSLY**

### **UNKEMPT PROPERTY LOCATED AT 800 MEADOW HILLS LANE**

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Barnett the board approved a resolution determining the necessity for the cleaning of private property located at 800 Meadow Hills Lane, 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. A copy of the resolution is made a part of these minutes. **MOTION CARRIED UNANIMOUSLY**

**RESOLUTION TO AMEND THE ORDINANCE REGULATING THE CLEANING OF GREASE INTERCEPTORS AND THE TRANSPORTATION AND DISPOSAL OF GREASE INTERCEPTOR WASTE OF COMMERCIAL FOOD COOKING AND SERVING OPERATIONS**

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the resolution to amend the ordinance regulating the cleaning of grease interceptors and the transportation and disposal of grease interceptor waste of commercial food cooking and serving operations. The resolution is made a part of these minutes. **MOTION CARRIED UNANIMOUSLY**

**MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE YEAR ENDING SEPTEMBER 30, 2007**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Fisher the board approved the Municipal Compliance Questionnaire for the year ending September 30, 2007. The questionnaire is made a part of these minutes. **MOTION CARRIED UNANIMOUSLY**

**DECLARE ASSETS AS SURPLUS PROPERTY AND APPROVE THE DESTRUCTION OF SAID ASSETS**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Greer the board declared the assets (presented to them on a list) as surplus property and approved the destruction of said assets. The list of assets presented to the Board is made a part of these minutes. **MOTION CARRIED UNANIMOUSLY**

**AUTHORIZE THE MUNICIPAL COURT JUDGE TO ASSESS A \$1.00 SURCHARGE ON ALL TRAFFIC TICKETS ISSUED BY THE CLINTON POLICE DEPARTMENT**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board authorized the Municipal Court Judge to assess a \$1.00 surcharge on all traffic tickets issued by the Clinton Police Department. **MOTION CARRIED UNANIMOUSLY**

**SUMMARY CHANGE ORDER FOR 2007 STREET IMPROVEMENT PROGRAM**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Brabham the board approved a summary change order for the 2007 street improvement program. **MOTION CARRIED UNANIMOUSLY**

**PROPOSAL FOR A GEOTECHNICAL INVESTIGATION FOR THE NEW CLINTON LIBRARY WITH GALLET & ASSOCIATES**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board approved a proposal for a geotechnical investigation for the new Clinton library with Gallet & Associates. **MOTION CARRIED UNANIMOUSLY**

**EXECUTIVE SESSION**

**MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw that the Mayor and Board of Aldermen consider entering into executive session to discuss legal matters. **MOTION CARRIED UNANIMOUSLY**

**MOTION** by Alderman Brabham and **SECONDED** by Alderman Hisaw that the Mayor and Board of Aldermen enter executive session to discuss legal matters. **MOTION CARRIED UNANIMOUSLY**

The Mayor and Board of Aldermen entered executive session at 7:40 p.m. Also present were City Attorney Ken Dreher and City Clerk Russell Wall. The executive session continued until 7:53 p.m. at which time a **MOTION** was made by Alderman Brabham and **SECONDED** by Alderman Greer to exit executive session. **MOTION CARRIED UNANIMOUSLY** The Mayor and Board of Aldermen exited executive session at 7:53 p.m.

**MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to authorize the City Attorney to appeal the decision of the Hinds County Circuit Court in the matter of Johnson v. Mississippi Department of Employment Security and City of Clinton. **MOTION CARRIED UNANIMOUSLY**

**ADJOURN 7:54 P.M.**

**MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to adjourn. **MOTION CARRIED UNANIMOUSLY**

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

October 3, 2007  
Date

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

10-3-07  
Date

