

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 3, 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 Fisher followed by the Pledge of Allegiance to the Flag led by Alderman Morgan.

ROLL CALL – City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony 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

RECOGNITION

Mayor Aultman recognized Mary Kathryn Govero for being All Metro Player of the Year and First Team All State in basketball.

ACCEPTANCE OF A DONATION IN THE AMOUNT OF \$4,423.00 FROM CLINTON SOFTBALL ASSOCIATION

Upon presentation by Ray Holloway, Parks and Recreations Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to accept a donation in the amount of \$4,423.00 from the Clinton Softball Association for irrigation inside the four-plex for the common grounds. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AGENDA ITEMS A-BB

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

REQUEST TO REZONE FROM MODERATE DENSITY RESIDENTIAL (R2) TO GENERAL COMMERCIAL (C2) MCRAVEN STREET AND CLINTON PARKWAY FOR FUNTIME PRESCHOOL

Upon presentation by Gary Ward, Community Development Director, and **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Greer to approve an ordinance amending the Official Ordinance and Zoning map of The City of Clinton from moderate density residential (R2) to General Commercial (C2) McRaven Street and Clinton Parkway for Funtime Preschool. The Planning and Zoning Commission recommended approval. A copy of the ordinance is attached. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR FUNTIME PRESCHOOL

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett to approve a preliminary site plan for Funtime Preschool to be located at McRaven Street and Clinton Parkway. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with the Community Development Office. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE TO OPERATE A FUEL CENTER FOR THE KROGER COMPANY TO BE LOCATED AT 107 HWY 80

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve a resolution for the conditional use to operate a fuel center for The Kroger Company to be located at 107 Hwy 80. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

P RELIMINARY SITE PLAN FOR THE KROGER COMPANY TO BE LOCATED AT 107 HWY 80

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Bishop to approve a preliminary site plan for The Kroger Company to be located at 107 Hwy 80. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with Community Development Department. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SUBDIVISION PLAT FOR RIDGEPOINTE SUBDIVISION TO BE LOCATED ON PINEHAVEN ROAD

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan to approve a preliminary subdivision plat for Ridgepointe Subdivision to be located on Pinehaven Road. The Planning and Zoning Commission recommended approval. A copy of the subdivision plat is attached. **MOTION CARRIED UNANIMOUSLY**

REQUEST TO REZONE 796 W. NORTHSIDE DRIVE FROM A1-AGRICULTURE TO S1-SPECIAL USE FOR VICTORY COMMUNITY RESOURCES, INC.

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to deny the request of Victory Community Resources, Inc. (Billy Benford) to rezone 796 W. Northside Drive from A-1 (Agriculture) to S-1 (Special Use), with the specific fact finding that the Requestor failed to provide proof that the character of the neighborhood has changed to such an extent as to justify reclassification, that the Requestor failed to provide proof that there is a public need for rezoning and that the Requestor did not provide the site plan required by Section 2406.02. **MOTION CARRIED UNANIMOSLY**

PERMISSION TO ACCEPT \$36,463.05 FROM HINDS COUNTY EOC 911 FUNDS TO PURCHASE 45 SCOTT 200119-104 EZ-RADIO COM II PLUS 45 FACEPIECES TO ENHANCE COMMUNICATION OF THE FIRE GROUND (SOLE SOURCE)

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Bishop to accept \$36,463.05 from Hinds County EOC 911 funds to purchase 45 Scott 200119-104 EZ-Radio Com II plus 45 Facepieces to enhance communication of the fire ground (Sole Source). **MOTION CARRIED UNANIMOUSLY**

SUMMARY CHANGE ORDER FOR THE CONSTRUCTION OF HAMPSTEAD BLVD.

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Hisaw to approve the summary change order for the construction of Hampstead Blvd. which decreased the original amount of \$2,675,872.13 by \$249,595.04. A copy of the change order is attached. **MOTION CARRIED UNANIMOUSLY**

GENERAL SERVICES AGREEMENT BY AND BETWEEN CITY OF CLINTON AND ENGINEERING SERVICE

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham to authorize Mayor Aultman to enter into a general services agreement by and between City of Clinton and Engineering Service. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

AGREEMENT FOR OPERATION, MANAGEMENT AND MAINTENANCE OF CLINTON WASTEWATER TREATMENT FACILITIES BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC. AND CITY OF CLINTON

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to authorize Mayor Aultman to enter into an agreement for operation, management and maintenance of Clinton Wastewater Treatment Facilities between Severn Trent Environmental Services, Inc. and City of Clinton. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

FINAL CHANGE ORDER FOR MEGA PLASTICS RAIL SPUR PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Fisher to approve the final change order for Mega Plastics Rail Spur Project, which decrease the original amount of \$371,019.00 to \$357,339.00, a decrease of \$13,680.00. A copy of the final change order is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:04 P.M.

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

APPROVED: Rosemary A. Aultman
Rosemary Aultman, Mayor

April 5, 2007
Date

ATTEST: Carol Wannen, Deputy Clerk
Russell L. Wall, City Clerk

April 5, 2007
Date



BOARD APPROVED

APR 03 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: April 3, 2007 AGENDA ITEM NO. n.a

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Request to rezone from Moderate Density Residential (R2) to General Commercial (C2) McRaven Street and Clinton Parkway
Funtime Preschool
Leisa Singleton and Walter Daniel

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x	Invoice	Other: _____
Ordinance	Plans, Maps	_____
Resolution	Contract	_____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Kear

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
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 WILL BE STRICTLY ENFORCED.

BOARD APPROVED

APR 03 2007

REQUEST FOR REZONING APPLICATION

CITY OF CLINTON

Subject Property Address 108 McRaven St.
110 McRaven St.

Owner Sharon Kovarik / Ruby Bell

Address 903 Tanglewood Dr. 154 Pavilion Dr.
Clinton, MS 39056 Brandon, MS 39042

Phone # Karen Godfrey 326-3333 (realtor)

Current Zoning District R1

Requested Change C2

Requirements of Applicant:

- ① Letter stating reason for requested zoning change.
- ② Copy of the written legal description.
- ③ Site plan of property.
- check - 4. Identification of property owners within 160 feet of subject property.
5. \$250.00 fee required for processing.

Criteria for Rezoning: (Section 2406.03 – Zoning Ordinance)

- (a). Show proof that a mistake was made in the original zoning.
“Mistake” in this context shall refer to a clerical or administrative error.
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning.

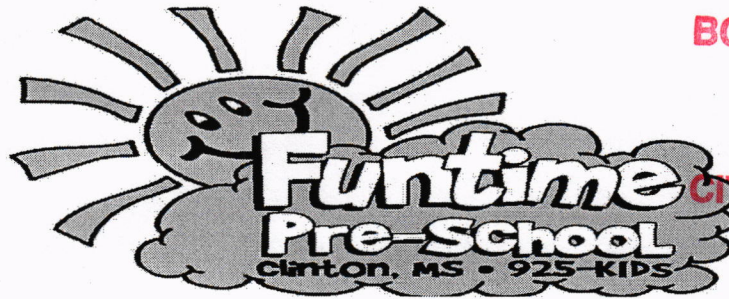
Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

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 rezoning.

Walter Zaniel Jr
Signature

2/26/07
Date



BOARD APPROVED

APR 03 2007

CITY OF CLINTON

113 Woodchase Park Dr.
Clinton, MS 39056

February 26, 2007

City of Clinton
Gary Ward
Director of Community Development

Re: Request for Rezoning
108 and 110 McRaven St., Clinton, MS

Dear Mr. Ward,

Please find enclosed the requested information for rezoning the two above mentioned properties. We are requesting the zoning to be changed to allow for the construction and operation of a child care center on this property. We are currently leasing a facility here in Clinton for this purpose, however our business has grown beyond what the current facility can accommodate. The building we plan to construct is all brick and has an "old town" look that we feel would tie in perfectly with the newly constructed Clinton Parkway road and bridge, as well as the "Old Town" atmosphere of downtown Clinton. The 10,500 sq. ft. state of the art facility would meet the preschool childcare needs of appx. 150 families from Clinton and the surrounding area. School age children will remain in their current facility on Hwy 80. We feel this property and other areas along the Clinton Parkway are now better suited for commercial use because of the new road and increasing traffic, the shortage of commercial property, and the growing population. Please take the necessary action to have this rezoned as soon as possible as we are anxiously awaiting an answer and hope to begin construction in April of this year. Should you have any questions or need additional information, please contact me any time at 601-291-6500.

Thank You,

Walter Daniel

Owner

Lesia Singleton

Owner

APR 03 2007

OFFICIAL FORM

CITY OF CLINTON

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI FOR THE PROPERTY LOCATED IN THE CITY OF CLINTON, MISSISSIPPI, AS DESCRIBED HEREIN AS "EXHIBIT A", FROM (R2) MODERATE DENSITY RESIDENTIAL TO (C2) GENERAL COMMERCIAL

WHEREAS, Funtime Preschool, Inc. (the "Applicant") did file a petition to rezone certain property from its present Moderate Density Residential use district classification to a General Commercial district classification; and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 27th day of March 2007, at 7:00 o'clock P.M.; and,

WHEREAS, the City of Clinton did cause notice of said hearing to be published in the *Clarion Ledger*, a newspaper published in Hinds County, Mississippi, in the manner and for the time required by law, and did post notice upon the affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Planning Commission of the City of Clinton, Mississippi, did conduct a full and complete hearing, and thereafter, did recommend the petition of the applicants be approved, pursuant to Section 2406 of the Zoning Ordinance; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen of the City of Clinton, along with the recommendation of the Planning Commission, as shown in minutes of said minutes and exhibits attached thereto, and after discussion thereof, Alderman Bishop offered the following ordinance and moved that it be adopted, to-wit;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That this matter was presented as required by Section 2406 of the City of Clinton Zoning Ordinance and the Mayor and Board of Aldermen hereby find that this request meets the requirements of Section 2406.03 Criteria for Rezoning.

Section 3. That pursuant to Article XV of the City of Clinton Zoning Ordinance, the proposed property shall be "General Commercial".

Section 4. That the following described tract of real property be, and the same is, hereby rezoned from its present "R2" use district classification to "C2" use district classification and that said rezoning is consistent with the current Comprehensive Plan of the City of Clinton, to-wit:

A tract of land situated in the City of Clinton, the First Judicial District of Hinds County, Mississippi and more completely described in "Exhibit A".

Section 5. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

Section 6. That this ordinance shall take effect thirty days from and after passage.

BOARD APPROVED

APR 03 2007

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a
meeting thereof held on the 3rd day of April 2007.

CITY OF CLINTON

A Motion for adoption was seconded by Greer and the
foregoing ordinance having been first reduced to writing, and no request being made
by the Mayor or any member of the Board of 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:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Bishop voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Morgan voted:	<u>yes</u>
Alderman Barnett voted:	<u>yes</u>

Whereupon the Mayor declared the Motion carried and the ordinance
approved and adopted. The foregoing ordinance was approved this the 3rd day
of April 2007.

CITY OF CLINTON

Rosemary G. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Russell Wall
RUSSELL WALL, City Clerk

(SEAL)

EXHIBIT "A"

BOARD APPROVED

APR 03 2007

Legal Description
Overall Parcel (Bell & Kovarik)
2.65 acre parcel

CITY OF CLINTON

Commencing at the northwest corner of Lot 38 of Block "G" of Todd's Addition to the Town of Clinton, according to the map or plat thereof of record in the office of the Chancery Clerk of Hinds County in Plat Cabinet A at Slide 203, said point being a 1" iron rod found and thence run South 18 degrees 45 minutes 44 seconds West for a distance of 26.99 feet to a 1/2" iron rebar found on the west right-of-way line of Clinton Parkway, said point being the Point of Beginning of the parcel herein described:

From the Point of Beginning run South 89 degrees 13 minutes 05 seconds East, along said right-of-way, for a distance of 77.16 feet to a 1/2" iron rebar found; thence run South 11 degrees 04 minutes 23 seconds West, along said right-of-way, for a distance of 95.12 feet to a 1/2" iron rebar set; thence leave said right-of-way and run South 20 degrees 29 minutes 25 seconds West for a distance of 104.94 feet to a 1/2" iron rebar set on the west right-of-way line of said Clinton Parkway; thence run South 39 degrees 49 minutes 01 seconds West, along said right-of-way, for a distance of 79.90 feet to a 1/2" iron rebar set; thence run South 09 degrees 42 minutes 12 seconds West, along said right-of-way, for a distance of 60.96 feet to a 1/2" iron rebar found; thence run South 80 degrees 17 minutes 48 seconds East, along said right-of-way, for a distance of 15.30 feet to a 1/2" iron rebar set; thence leave said right-of-way and run South 20 degrees 29 minutes 25 seconds West for a distance of 69.71 feet to a 1/2" iron rebar set on the north line of Old Nashville Road; thence run South 74 degrees 32 minutes 44 seconds West, along said right-of-way, for a distance of 216.58 feet to a 1/2" iron rebar set; thence run North 00 degrees 01 minutes 38 seconds West for a distance of 465.17 feet to a 1/2" iron rebar found on the south line of McRaven Street; thence run North 89 degrees 58 minutes 22 seconds East, along said right-of-way, for a distance of 178.32 feet to a 1/2" iron rebar set on the west right-of-way line of Clinton Parkway; thence run South 72 degrees 09 minutes 37 seconds East, along said right-of-way, for a distance of 83.27 feet back to the Point of Beginning, said tract being 2.65 acres, more or less, and located in the Southwest Quarter (SW 1/4) of Section 20, and the Northwest Quarter (NW 1/4) of Section 29, Township 6 North, Range 1 West, Hinds County, Mississippi.

APR 03 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTONBOARD MEETING DATE: April 3, 2007 AGENDA ITEM NO. 7.6

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary site plan
 Funtime Preschool
 Leisa Singleton and Walter Daniel

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x	Invoice	Other: <u> <i>g</i> </u>
Ordinance	Plans, Maps	_____
Resolution	Contract	_____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:MOTION MADE BY: *Guer*SECONDED BY: *Barnett*

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	<u>✓</u>	_____	_____
Hisaw	<u>✓</u>	_____	_____
Greer	<u>✓</u>	_____	_____
Bishop	<u>✓</u>	_____	_____
Fisher	<u>✓</u>	_____	_____
Morgan	<u>✓</u>	_____	_____
Barnett	<u>✓</u>	_____	_____
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.

APR 03 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEETBOARD MEETING DATE: April 3, 2007 AGENDA ITEM NO. 7.C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Conditional Use to operate a fuel center
The Kroger Company – 107 Highway 80

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:Minutes x
Ordinance
ResolutionInvoice
Plans, Maps
ContractOther: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:MOTION MADE BY: BrabhamSECONDED BY: FisherVOTE 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 TUESDAY BOARD MEETING TO BE
INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address Northeast Corner Highway 80 and Clinton Boulevard

Owner C A New Plan Venture Fund, LLC

BOARD APPROVED

Address 3901 Bellaire

Houston, Texas 77025

APR 03 2007

Phone # (713) 660-4355

CITY OF CLINTON

Current Zoning District C2

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)

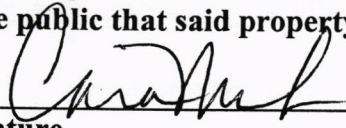
A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- (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

3/1/07
Date



Pickering

*Service and Good Work...
Our Foundation, Our Future
Since 1946*

BOARD APPROVED

APR 03 2007

CITY OF CLINTON

March 2, 2007

Mr. Gary Ward
Director of Community Development
City of Clinton
200 West Leake Street
Clinton, MS 39056

**Re: Request for Conditional Use Application
Site Plan Approval
Kroger Store V-474
Northeast Corner of Highway 80 and Clinton Boulevard
Clinton, Mississippi**

Dear Mr. Ward:

On behalf of The Kroger Company, Pickering is requesting Planning and Zoning Commission approval for a conditional use permit to allow a retail gasoline station at the above referenced location. The fueling facility will consist of 4 gasoline pump islands, and a 112 S.F. kiosk.

Pickering is also requesting approval of the attached site plan showing the addition of a 36,127 S.F. expansion to the existing grocery store at this location, the addition of a 12,960 S.F. retail sales facility, and the addition of a 4,500 S.F. restaurant. The elevations for the retail center and restaurant will be submitted at a later meeting. The elevation for the grocery store expansion will be submitted no later than April 12th.

Enclosed, please find six copies of the site plan, one copy of the fuel center elevation, written legal description, conditional use application and fee, and the planning commission fee. Please contact me at (901) 726-0810 if you have any questions or require any additional information.

Sincerely,

PICKERING FIRM INCORPORATED

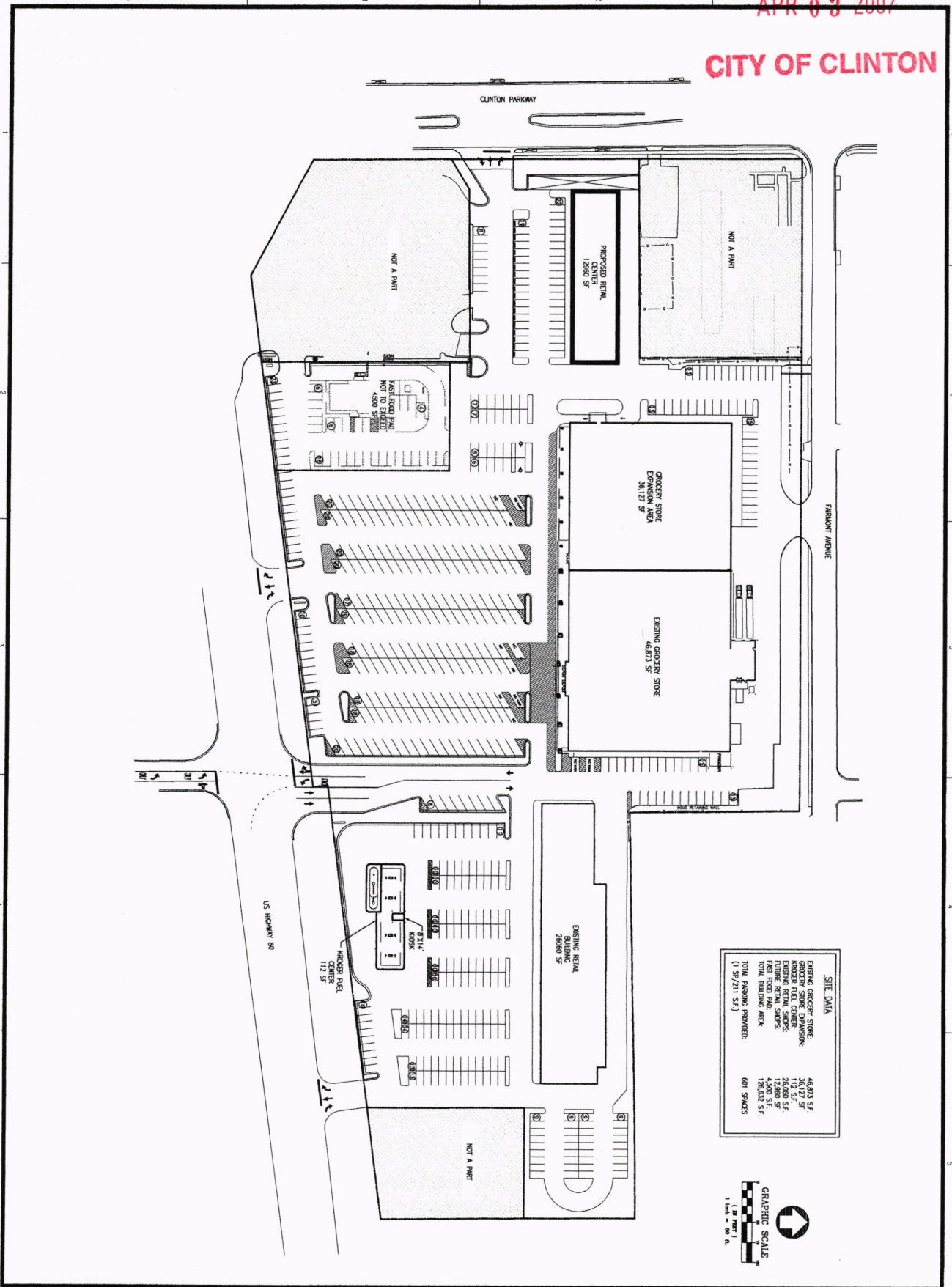
Cara L. Martin, P.E.
Principal Owner

cc: Steve Hutchinson, Kroger

K:\22260.00\CORR\LETTERS\030207-JDT-GW.DOC

Architecture • Engineering • Environmental • Planning • Surveying • Construction Management

6775 Lenox Center Court, Suite 300 • Memphis, TN 38115 • Phone: 901.726.0810 • Fax: 901.272.6911 • www.pickeringinc.com



SITE DATA

EXISTING GROCERY STORE	46,873 S.F.
EXISTING GROCERY STORE	46,873 S.F.
EXISTING RETAIL CENTER	20,000 S.F.
EXISTING RETAIL SHOPS	112 S.F.
FAST FOOD PND	4,500 S.F.
TOTAL BUILDING AREA	128,652 S.F.
TOTAL PARKING PROVIDED	601 SPACES
(1 SP/211 S.F.)	



**RESOLUTION APPROVING A CONDITIONAL USE FOR THE KROGER COMPANY
TO OPERATE A FUEL CENTER AT 107 HIGHWAY 80 , CLINTON, MISSISSIPPI**

CITY OF CLINTON

WHEREAS, The Kroger Company, did file a request for a conditional use for the property located at 107 Highway 80 to operate a fuel center; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on March 27, 2007, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on March 27, 2007, adopted a motion to approve the request for a conditional use and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinances; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of The Kroger Company for a Conditional Use of the property located at 107 Highway 80 to operate a fuel center and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.

APR 03 2007

CITY OF CLINTON

6. The Mayor and Board of Aldermen find that Section 402 of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.
7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.
8. The Conditional Use is granted subject to the following conditions:
 - a. If fuel center ceases operation, all structures associated with the center's operation shall be removed by The Kroger Company, its successors, or assigns within six (6) months after the fuel center ceases to be in operation.
 - b. All support columns for canopy shall be brick and match existing structure. Type of material and colors shall be presented to Architectural Review Committee for its approval prior to construction.

The foregoing Resolution, having been reduced to writing, Alderman Brabham moved that said Resolution be adopted. Alderman Fisher seconded. The vote was as follows:

Alderman Brabham voted: yes
Alderman Hisaw voted: yes
Alderman Greer voted: yes
Alderman Bishop voted: yes
Alderman Fisher voted: yes
Alderman Morgan voted: yes
Alderman Barnett voted: yes

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

The foregoing ordinance was approved this the 3rd day of April 2007.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST: Russell Wall
Russell Wall, City Clerk



APR 03 2007

EXHIBIT "A"

CITY OF CLINTON

PARCEL 1:

12.402 ACRES, MORE OR LESS, BEING SITUATED IN THE WEST HALF OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, CITY OF CLINTON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, SAID PARCEL INCLUDING PART OF LOT 3, AND ALL OF LOTS 4, 5, 6, 7, AND 8 OF FAIRMONT SUBDIVISION, AS PLATTED AND RECORDED IN PLAT BOOK 1 AT PAGE 78, AND AS PER FINAL DECREE RECORDED IN DEED BOOK 740 AT PAGE 154, IN THE CHANCERY CLERK OF HINDS COUNTY IN JACKSON, MISSISSIPPI. THIS PARCEL IS ALSO TOTALLY WITHIN THE BOUNDARIES OF THAT PARCEL REFERRED TO AND DESCRIBED IN DEED BOOK 5914 AT PAGE 898.

PARCEL 2:

0.115 ACRES, MORE OR LESS, BEING SITUATED IN THE WEST HALF OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, CITY OF CLINTON, MISSISSIPPI, SAID PARCEL BEING TOTALLY WITHIN THE BOUNDARIES OF THAT PARCEL AS RECORDED IN DEED BOOK 5914 AT PAGE 898.

APR 03 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: April 3, 2007 AGENDA ITEM NO. 7.d

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary site plan
The Kroger Company – 107 Highway 80

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	x	Invoice	Other: _____
Ordinance		Plans, Maps	_____
Resolution		Contract	_____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:MOTION MADE BY: GreerSECONDED BY: Bishop

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	<u>✓</u>	_____	_____
Hisaw	<u>✓</u>	_____	_____
Greer	<u>✓</u>	_____	_____
Bishop	<u>✓</u>	_____	_____
Fisher	<u>✓</u>	_____	_____
Morgan	<u>✓</u>	_____	_____
Barnett	<u>✓</u>	_____	_____
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.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

APR 03 2007

BOARD MEETING DATE: April 3, 2007 AGENDA ITEM NO. 7.e CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary subdivision plat
Ridgepoint Subdivision – Pinehaven Road
John Coughlin

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x	Invoice	Other: _____
Ordinance	Plans, Maps	_____
Resolution	Contract	_____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

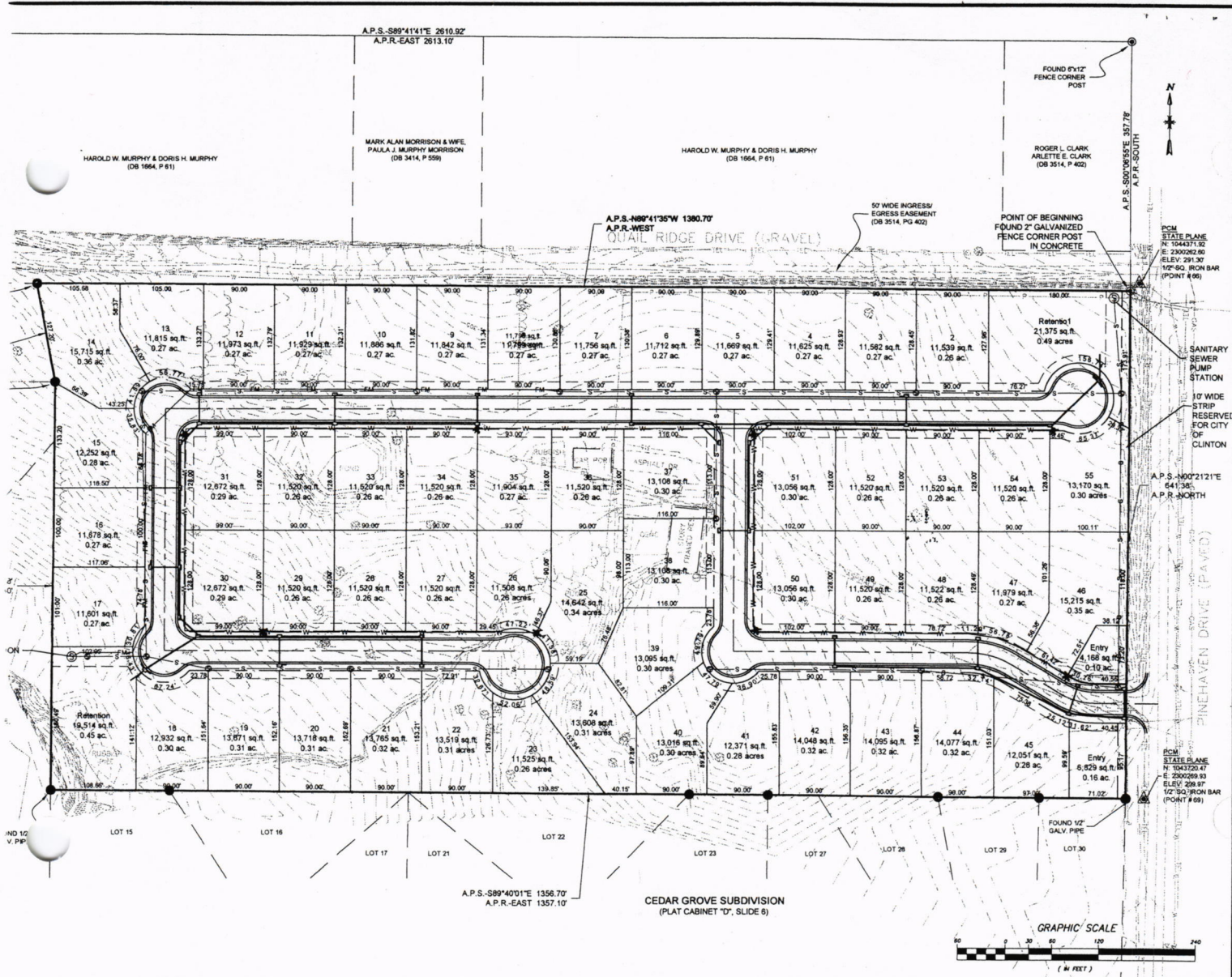
BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Morgan

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
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.



DESIGNED BY STAFF DATE 1/30/07 DRAWN BY BWO REVIEWED BY BG SCALE AS SHOWN	 WILLIFORD, GEARHART & KNIGHT, INC. ENGINEERS & SURVEYORS	POINTE DEVELOPMENT, INC. RIDGEPOINTE SUBDIVISION PRELIMINARY PLAT/LOT LAYOUT	PREPLAT WORK - 06-108 SHEET NO. 1 OF 1
--	--	---	---

RIDGEPOINTE SUBDIVISION

BOARD APPROVED

APR 03 2007

CITY OF CLINTON

Denied

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 3, 2007 AGENDA ITEM NO. 7. f

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.:

DISCUSSION/ACTION: Request to rezone 796 W. Northside Drive from A1-Agriculture to S1-Special Use
Victory Community Resources, Inc. – Billy Benford

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Brabham

to deny request for rezoning.

SECONDED BY: Fisher

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.

OFFICIAL FORM

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI FOR THE PROPERTY LOCATED IN THE CITY OF CLINTON, MISSISSIPPI, AS DESCRIBED HEREIN AS "EXHIBIT A", FROM (A1)-AGRICULTURAL TO (S1)-SPECIAL USE

WHEREAS, Victory Community Resources, Inc. (the "Applicant") did file a petition to rezone certain property from its present Agricultural use district classification to a Special Use district classification; and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 27th day of March 2007, at 7:00 o'clock P.M.; and,

WHEREAS, the City of Clinton did cause notice of said hearing to be published in the *Clarion Ledger*, a newspaper published in Hinds County, Mississippi, in the manner and for the time required by law, and did post notice upon the affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Planning Commission of the City of Clinton, Mississippi, did conduct a full and complete hearing, and thereafter, did recommend the petition of the applicants be approved, pursuant to Section 2406 of the Zoning Ordinance; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen of the City of Clinton, along with the recommendation of the Planning Commission, as shown in minutes of said minutes and exhibits attached thereto, and after discussion thereof, Alderman _____ offered the following ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That this matter was presented as required by Section 2406 of the City of Clinton Zoning Ordinance and the Mayor and Board of Aldermen hereby find that this request meets the requirements of Section 2406.03 Criteria for Rezoning.

Section 3. That pursuant to Article XV of the City of Clinton Zoning Ordinance, the proposed property shall be "General Commercial".

Section 4. That the following described tract of real property be, and the same is, hereby rezoned from its present "A1" use district classification to "S1" use district classification and that said rezoning is consistent with the current Comprehensive Plan of the City of Clinton, to-wit:

A tract of land situated in the City of Clinton, the First Judicial District of Hinds County, Mississippi and more completely described in "Exhibit A".

Section 5. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

Section 6. That this ordinance shall take effect thirty 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 _____ day of _____ 2007.

A Motion for adoption was seconded by _____ and the
foregoing ordinance having been first reduced to writing, and no request being made
by the Mayor or any member of the Board of 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: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Bishop voted: _____

Alderman Fisher voted: _____

Alderman Morgan voted: _____

Alderman Barnett voted: _____

Whereupon the Mayor declared the Motion carried and the ordinance
approved and adopted. The foregoing ordinance was approved this the _____ day
of _____ 2007.

CITY OF CLINTON

ROSEMARY AULTMAN, Mayor

ATTEST:

RUSSELL WALL, City Clerk

(S E A L)

EXHIBIT "A"

A parcel of land lying in the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 18, T6N, R1W, First Judicial District, Hinds County, Mississippi and being more particularly described as follows:

Commencing at intersection of the line dividing the East $\frac{1}{2}$ and the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 18, T6N, R1W, First Judicial District, Hinds County, Mississippi within the North Right of Way of West Northside Drive and run thence N 00 degrees 00' 00" E - 210.00' along said line to the POB; continue thence N 00 degrees 00' 00" E-871.00 along said line; thence leaving said line, run S 89 degrees 55' 00" E - 180.30'; run thence N 01 degrees 21' 00" E-371-10'; run thence N 62 degrees 14' 00" E - 94.70' to the South line of Patton Street; run thence S 34 degrees 15' 00", run thence S 06 degrees 02' 08" W - 1,245.09 degrees; run thence N 78 degrees, 21' 03" E-210.00' to the POB. Containing 6.434 acres more or less.

REQUEST FOR REZONING APPLICATION

Subject Property Address 796-A W. NORTHSIDE DR
Owner BILLY R. BENFORD
Address 796 W. NORTHSIDE DR.
P.O. BOX 289
CLINTON, MS 39060
Phone # (601) 842-5373
Current Zoning District (A-1) AGRICULTURAL
Requested Change (S-1) SPECIAL USE DIST.

Requirements of Applicant:

1. Letter stating reason for requested zoning change.
2. Copy of the written legal description.
3. Site plan of property.
4. Identification of property owners within 160 feet of subject property.
5. \$250.00 fee required for processing.

Criteria for Rezoning: (Section 2406.03 – Zoning Ordinance)

- (a). Show proof that a mistake was made in the original zoning.
“Mistake” in this context shall refer to a clerical or administrative error.
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning.

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 rezoning.

Billy R. Benford
Signature

2/26/07
Date

VICTORY COMMUNITY RESOURCES, INC.

P.O. BOX 289, 1000 VERNON ROAD

CLINTON, MS 39060

601-9249496

Billy R. Benford, LCMHT
Executive Director

Julie A. Orr, LPC
Treatment Coordinator

Janet Benford
Executive Assistant

Monica Lee
Counselor

E.V. Simmons
Facility Coordinator

February 26, 2007

Mr. Gary Ward, Zoning Administrator
City of Clinton
200 Leake Street
Clinton, MS 39056

RE: Re-zoning Request

Dear Mr. Ward:

Our agency, Victory Community Resources, Inc., would appreciate favorable consideration to rezone the property # 2860-505-280.

Currently, this property is zoned (A-1) Agricultural. We would like to have this property Rezoned to (S-1) Special Use District.

Upon City approval and securing the financing for this project, our agency plans to provide affordable housing for seniors and disabled individuals. Common dining facilities, housekeeping, laundry services and other specialized essential services will be provided to residents of this facility.

Favorable consideration of this request would be deeply appreciated.

Sincerely,


Billy R. Benford, LCMHT
Executive Director

Enclosures

BLK 01

BLK 02

796
NORTH SIDE DR.
MY
RESIDENCE

LAKE

WEST NORTHSIDE



1" = 200'

T NORTHSIDE DR.

STRIAL PARK RD.

ROSALANE

093

PLANNING AND ZONING COMMISSION

Clinton, Mississippi
Tuesday, March 27, 2007
7:00 P.M.
Municipal Courtroom
305 Monroe Street

Minutes

Present: Mark Williams, Dr. Ryan Tracy, Ottawa Carter, Jim Martin, Betty King, Nancy Davis, Kathy Peace, Gary Ward-Director, Community Development and Ken Dreher-City Attorney.

Call to Order

Jim Martin called the meeting to order at 7:00pm.

Consideration and approval of February 27, 2007 Minutes.

MOTION was made by Betty King to approve the Minutes of the February 27, 2007 commission meeting. SECOND by Mark Williams. MOTION carried unanimously, none opposed.

New Considerations

Victory Community Resources, Inc. request to rezone 796 W. Northside Drive from Agriculture (A1) to Special Use (S1) Representative present: Billy Benford

Victory Community Resources, Inc. is requesting to rezone 6.434 acres from A1-Agriculture to S1-Special Use to provide housing for seniors and disabled individuals.

Billy Benford stated there is a need for permanent housing for the senior citizens and disabled citizens. He currently operates an alcohol and drug transitional complex at 100 W. Northside Drive. The proposed project would be behind his personal house located at 796 W. Northside Drive. The houses would be modest in design and price. The twenty-unit complex would consist of five residential buildings with four units in each building and common dining facilities, housekeeping, laundry services and other specialized essential services. There would be eight one-bedroom/one bathroom units and twelve two-bedrooms/one bath units. The buildings would be one-story garden style buildings.

Betty King questioned financing. Benford replied financing would be grants and loans. Residents would be required to pay rent. He is working to get subsidized rent based on income.

Ottawa Carter asked if he had made contact with neighbors and if so their feelings about this project. Benford replied he had made contact by holding a public hearing, which was published twice in the paper, at the public library. There was no one in attendance at the public hearing; therefore he concluded there was no opposition to the project.

Dr. Ryan Tracy stated that Mr. Benford had shown a public need for the project but the zoning ordinance states that there must be a public need and a change in the character of the neighborhood to allow a rezoning of property. He then asked if there had been any rezoning of property in the neighborhood conducive to the requested rezoning of this property or new construction similar to this project. Mr. Benford replied a church and his personal home had been built in the last few years. Neither project required any rezoning.

Mark Williams asked if the property is directly behind the Benford's personal house. Mr. Benford replied yes. Mr. Williams inquired as to access from Northside Drive. Mr. Benford replied there is a 50-foot easement on the east side of his house for access.

Ottawa Carter stated he understood that notices were published, but he would like to know if personal contact was made with them. Mr. Benford replied no.

Nancy Davis commended Mr. Benford on the wonderful work he had done over the past 22 years for rehabilitation of citizens.

Jim Martin asked about the parking requirements. Mr. Benford replied there would be 2 spaces per unit or as required by the City of Clinton zoning ordinance.

Betty King asked if the residents would be required to pay for meals that were prepared for them in the common facility in addition to their rent. Mr. Benford answered yes, this would be an additional fee and he is seeking funding to assist.

Dr. Tracy asked what other uses are allowed in an S1 zoning. Gary Ward replied educational institutions, elderly retirement facilities, large scale group facilities for housing and care of orphans, foster children, battered women and disabled persons and the Natchez Trace Parkway as stated in Section 2002 of the Zoning Ordinance.

Dr. Tracy asked what the most recent S1 zoning changes were within approximately a one mile area. Mr. Benford replied he did not know. Mr. Ward answered Trace Pointe.

Dr. Tracy stated that Mr. Benford had shown a need based on the 2000 census, but had not established that the character of the neighborhood had changed to such an extent as to justify reclassification of the zoning as required in Section 2406.04 of the zoning ordinance.

Mr. Benford again stated that his personal house and a church had been built in the neighborhood. Dr. Tracy asked if these projects required a rezoning. Mr. Benford replied no. When the 1989 zoning was done the property was undeveloped which resulted in the A1 zoning. In order to develop the property a rezoning is needed. Dr. Tracy asked him if there was any rezoning to S1 since 1989 in the neighborhood. Mr. Benford replied yes, his property on Clinton/Tinnin Road across from Federation Towers had been rezoned to S1 since the 1989 zoning ordinance. This facility is approximately one-half mile from the proposed project site.

A Public Hearing was held.

Mr. John Robinson, 1754 Dorgan Street, Jackson, stated that his brother owns property adjacent to 796 W. Northside Drive and is concerned that his property would be land locked. It was determined that access to his brothers property could be gained by the church on Northside Drive.

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen that approval be granted for the rezoning of 796 W. Northside Drive from Agriculture (A1) to Special Use (S1). SECOND by Nancy Davis. MOTION approved with a 4-2 vote. Dr. Ryan Tracy, Betty King, Nancy Davis, Kathy Peace FOR; Ottawa Carter and Mark Williams AGAINST.

Preliminary subdivision plat for Ridgepoint Subdivision to be located on Pinehaven Road.
Representative present: John Coughlin

John Coughlin is proposing to develop Ridgepoint Subdivision on 20 acres on the west side of Pinehaven Road. Ridgepoint would consist of approximately 50-52 lots for single-family residential dwellings. The property is currently within an R1 Single Family Residential zoning district that allows this type of development.

Kathy Peace asked about the size of the houses. Mr. Coughlin replied the minimum would be 1800 square feet, with some in the 2500 square foot range.

Betty King asked about the lot size. Mr. Coughlin replied the minimum would be 11,500 as required by the zoning ordinance, some would be larger.

Mrs. Peace asked about the price of the homes. Mr. Coughlin answered in the \$190,000-225,000 price range.

Jim Martin asked about the one entry into the subdivision. Mr. Coughlin answered that he has found that residents prefer a single entrance for security reasons.

Dr. Ryan Tracy asked about the retention pond being in the front of the development and about the landscaping around this area. Mr. Coughlin stated that there are actually two retention ponds in the development, one in the front and one in the rear, as required by the City's engineering department. These areas would be aerated and landscaping would be done to camouflage the area.

A Public Hearing was held and no opposition was expressed.

MOTION was made by Mark Williams to recommend to the Mayor and Board of Aldermen that approval be granted for the preliminary subdivision plat for Ridgepoint Subdivision to be located on Pinehaven Road. SECOND by Betty King. MOTION approved unanimously, none opposed.

The Kroger Company – 107 Highway 80 (Northeast corner Highway 80 & Clinton Parkway)
Representatives present: Steve Sheridan

a. Conditional use for fuel center

Kroger is proposing to build a fuel center east of the main entrance to Clinton Crossing shopping center on Highway 80. This site is zoned C2 General Commercial which allows a fuel center with a conditional use.

Steve Sheridan stated the new fuel center would have easier access and more space, 5 dispensers, than the current location that has only 3 dispensers.

A Public Hearing was held.

John Coughlin asked if the fuel center would be open before the store. Mr. Sheridan replied the plan is to open both somewhat simultaneously.

Mr. Coughlin asked about the existing fuel center. Mr. Sheridan replied The Kroger Company is considering maintaining that fuel center.

MOTION was made by Betty King to recommend to the Mayor and Board of Alderment that approval be granted for the conditional use to operate a fuel center at 107 Highway 80. SECOND by Dr. Ryan Tracy. MOTION approved unanimously, none opposed.

b. Preliminary site plan

The Kroger Company is proposing to demolish the retail section of the existing building which previously housed Winn-Dixie. The sole tenant in this section, Tips and Toes, will be relocated to the retail section east of the main building.

Jim Martin asked how much larger the new store will be. Steve Sheridian answered approximately 20,000 square feet larger.

Dr. Tracy asked if there were any potential retailers for the outparcels. Mr. Sheridian answered none at this time.

Mark Williams asked about potential restaurants. Mr. Sheridian answered the landlord asked to maintain control of that outparcel.

Betty King asked if the new store would include non-food items. Mr. Sheridian answered yes, there would be more non-food items in the new store.

Nancy Davis asked about the time frame of construction. Mr. Sheridian replied that funding would determine the time frame.

A Public Hearing was held.

John Coughlin asked if there were any plans for the existing Kroger store on Springridge Road. Mr. Sheridian answered the building would be sub-leased but there are no plans at this time.

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen that approval be granted for the preliminary site plan for The Kroger Company to be located at 107 Highway 80. SECOND by Ottawa Carter. MOTION approved unanimously, none opposed.

Funtime Preschool – McRaven Street and Clinton Parkway

Representatives present: Shane Orman, Leisa Singleton, Walter Daniel

Funtime Preschool is proposing to construct a 10,000sq ft building on two +/- acres on the Southwest corner of Clinton Parkway and McRaven Street to operate a childcare facility. The site is currently zoned R2 Moderate Density Residential which does not allow this type of facility. Funtime Preschool is requesting a rezoning to C2 General Commercial which does allow a child care facility.

a. Request to rezone from Moderate Density Residential (R2) to General Commercial (C2)

Leisa Singleton stated that her family has owned and operated businesses in the City of Clinton since 1971. With the new subdivision developments in the city and the quality of education rising in the Clinton schools, it is their desire to build a day care facility that will use the best practices available to ready children to attend the Clinton Public Schools. The new facility would be limited to approximately 170 preschoolers. Funtime Preschool is currently located in a leased building on Woodchase Drive in Clinton. Properties along the Parkway and on Monroe Street have recently been rezoned to C2-General Commercial.

Kathy Peace stated that the criteria for rezoning as stated in Section 2406.04 of the zoning ordinance had been met. There is a need for a day care facility due to growth of the City and there has been a change in the neighborhood with the rezoning of the properties in the area being rezoned to C2-General Commercial.

A Public Hearing was held and no opposition was expressed.

MOTION was made by Nancy Davis to recommend to the Mayor and Board of Aldermen that approval of the request to rezone this site be granted. SECOND by Dr. Ryan Tracy. MOTION approved unanimously, none opposed.

b. Preliminary site plan

MOTION was made by Dr. Ryan Tracy to recommend to the Mayor and Board of Aldermen that the preliminary site plan for Funtime Preschool be approved. SECOND by Mark Williams. MOTION approved unanimously, none opposed.

Other Business

There was no other business to be discussed.

Next Meeting

The next meeting will be held on Tuesday, April 24, 2007 beginning at 7:00pm.

Adjournment

MOTION to adjourn was made by Betty King. SECOND by Kathy Peace. MOTION approved unanimously, none opposed.

PLANNING AND ZONING COMMISSION

Clinton, Mississippi

Tuesday, March 27, 2007

Public Hearing – 7:00 P.M.

Municipal Courtroom

305 Monroe Street

Sign-in Sheet

Name _____

Address

Mayella Cagle
Burr Owen

193 Hobby Farms
WKR ENGINEERS

JOHN COUGHLIN

POINTS DEVELOPMENT

STAY COUGHIN

11 11

Timothy A. Akins

11

Billy R Benford

796 W. Northside Drive

Chuck Kovarik

903 Tanglewood Dr.

Tim Osborn

1002 Normandy Drive

Christopher R. Schulte

The Kroger Co.

Stam Hutchins

KROGER

Steve Sheridan

Kroon

Walter Donich

Future (221 Deer ~~to~~ Run Jm.us)

Mikki Daniel

Fun time

Josh Sandberg

200 Hannah D.

David Singleton

Funtime

~~Kelsa. Single~~

Funting 1655 Pinehaven Dr.

Done with

← HAKE (Rural M&I) Inc.

Land / Robin

161 Clinton Parkway

CLAUDE L. ROBINSON
TLC 81-10-2

5965 Hanging Moss Rd. Jackson 39206

John C. Robinson

1139 DORGAN ST. JACKSON MS 39204

APR 03 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET1

CITY OF CLINTON

8.

BOARD MEETING DATE: April 3, 2007

AGENDA ITEM NO.:

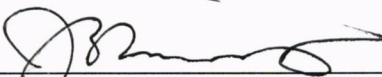
CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.: 001-160-

INTRODUCED BY:


 Chief J. Barry Burnside

DISCUSSION/ACTION – We request permission to accept \$36,463.05 from Hinds County EOC 911 funds to purchase 45 Scott 200119-104 EZ-Radio Com II plus 45 facepieces to enhance communication of the fire ground. *Sole Source*

INTRODUCED BY –

BOARD ACTION:MOTION MADE BY: *Hisaw*SECONDED BY: *Bishop*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 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.



CLINTON FIRE DEPARTMENT



BOARD APPROVED

APR 03 2007

CITY OF CLINTON

March 28, 2007

Hinds County
Greta Lovell

Dear Ms. Lovell:

On September 22, 2006, the Clinton Fire Department requested \$39,081.15 for the purchase of 45 Scott 200119-EZ-Radio Com II radios and 45 AV-3000 face pieces for each firefighter. This was approved by the Hinds County 911 Commission and approved by the Board of Supervisors.

Please find a copy of the updated quote from Pro-fire for the purchase of these items.

We are requesting a check in the amount of \$36,463.05. These items are priced below MS State Contract #5-340-21378. Please send a check payable to the City of Clinton to the attention of Angela Richburg.

Thank you,

Barry Burnside
Fire Chief

Cc:Angela Richburg

APR 03 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: April 3, 2007

AGENDA ITEM NO. 9

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Summary Change Order for Construction of Hampstead Blvd.

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

BOARD ACTION:

MOTION MADE BY: Fisher

SECONDED BY: Hisaw

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 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.

PROJECT: HAMPSHIRE BOULEVARD ROADWAY IMPROVEMENT

CONTRACTOR: BIRDSONG CONSTRUCTION CO., INC.

BOARD APPROVED

SUMMARY CONTRACT CHANGE ORDER

APR 03 2007CURRENT CONTRACT AMOUNT
AS BID AND AWARDEDFINAL CONTRACT AMOUNT
PER INSTALLED QUANTITIES 2007

ITEM NO.	CITY OF CLINTON DESCRIPTION	QTY	UNIT	UNIT PRICE	CURRENT CONTRACT	INSTALLED QUANTITY	CHANGE IN QUANTITY	CHANGE IN CONTRACT	CITY OF CLINTON INSTALLED QUANTITY	FINAL CONTRACT AMOUNT
201-A	Clearing and Grubbing	1.0	LS	\$ 28,000.00	\$ 28,000.00	1.00	0.00	\$ -	\$ -	\$ 28,000.00
202-B	Removal of Chain Link Fencing	4016	LF	\$ 0.30	\$ 1,204.80	3828.00	(188.00)	\$ (56.34)	\$ (56.34)	\$ 1,148.46
202-B	Removal of Concrete Ditch	50	LF	\$ 5.25	\$ 262.50	50.00	0.00	\$ -	\$ -	\$ 262.50
202-B	Removal of Sanitary Sewer (Complete)	1.0	LS	\$ 2,625.00	\$ 2,625.00	1.00	0.00	\$ -	\$ -	\$ 2,625.00
203-A	Unclassified Excavation (FM) (AH)	6014	CY	\$ 3.00	\$ 18,042.00	5311.00	(703.00)	\$ (2,109.00)	\$ (2,109.00)	\$ 15,933.00
203-E	Borrow Excavation(AH)(ESFE)(FME)	28630	CY	\$ 3.72	\$ 106,503.60	30822.14	2192.14	\$ 8,154.77	\$ 8,154.77	\$ 114,658.37
203-E	Borrow Excavation (AH) (Contractor Furnished) (FME) (Class 6)	19941	CY	\$ 11.25	\$ 224,336.25	13198.44	(6742.56)	\$ (75,853.77)	\$ (75,853.77)	\$ 148,482.48
206-A	Structure Excavation	9296	CY	\$ 2.90	\$ 26,958.40	9296.32	0.32	\$ 0.92	\$ 0.92	\$ 26,959.32
206-B	Select Material for Undercuts (Contractor Furnished)(FME)	2916	CY	\$ 10.60	\$ 30,909.60	2500.00	(416.00)	\$ (4,409.60)	\$ (4,409.60)	\$ 26,500.00
211-A	Topsoil for Slope Treatment (From Right-of-Way)	4257	SY	\$ 0.63	\$ 2,681.91	4257.00	0.00	\$ -	\$ -	\$ 2,681.91
212-B	Standard Ground Preparation	33778	SY	\$ 0.37	\$ 12,497.86	33778.00	0.00	\$ -	\$ -	\$ 12,497.86
213-A	Agricultural Limestone	22	TON	\$ 58.48	\$ 1,286.56	33.00	11.00	\$ 643.28	\$ 643.28	\$ 1,929.84
213-B	Combination Fertilizer (13-13-13)	4	TON	\$ 369.75	\$ 1,479.00	5.00	1.00	\$ 369.75	\$ 369.75	\$ 1,848.75
213-C	Superphosphate	8	TON	\$ 345.67	\$ 2,765.36	10.00	2.00	\$ 691.34	\$ 691.34	\$ 3,456.70
213-D	Ammonium Nitrate	4	TON	\$ 383.35	\$ 1,533.40	5.00	1.00	\$ 383.35	\$ 383.35	\$ 1,916.75
214-A	Seeding (Bermudagrass)	7.5	Acre	\$ 123.45	\$ 925.88	10.00	2.50	\$ 308.69	\$ 308.69	\$ 1,234.57
214-A	Seeding (Crimson Clover)	7.5	Acre	\$ 32.49	\$ 243.68	10.00	2.50	\$ 81.24	\$ 81.24	\$ 324.92
214-A	Seeding (Tall Fescue)	7.5	Acre	\$ 37.69	\$ 282.68	10.00	2.50	\$ 94.25	\$ 94.25	\$ 376.93
215-A	Vegetative Materials for Mulch	15	TON	\$ 181.93	\$ 2,728.95	19.00	4.00	\$ 727.81	\$ 727.81	\$ 3,456.76
234-A	Temporary Silt Fence	5170	LF	\$ 2.83	\$ 14,631.10	4600.00	(570.00)	\$ (1,613.10)	\$ (1,613.10)	\$ 13,018.00
235-A	Temporary Erosion Checks	150	BALE	\$ 7.91	\$ 1,186.50	100.00	(50.00)	\$ (395.46)	\$ (395.46)	\$ 791.04
403-B	Hot Mix Asphalt, Base Course (BB-1)	8408	TON	\$ 55.71	\$ 468,409.68	6430.10	(1977.90)	\$ (110,188.70)	\$ (110,188.70)	\$ 358,220.98
403-C	Hot Mix Asphalt, Surface Course (SC-1)	1498	TON	\$ 69.50	\$ 104,111.00	1413.56	(84.44)	\$ (5,868.58)	\$ (5,868.58)	\$ 98,242.42
601-A	Class "B" Structural Concrete	500	CY	\$ 327.00	\$ 163,500.00	500.00	0.00	\$ -	\$ -	\$ 163,500.00
601-B	Class "B" Structural Concrete, Minor Structures	131	CY	\$ 861.00	\$ 112,791.00	138.03	7.03	\$ 6,056.88	\$ 6,056.88	\$ 118,847.88
602-A	Reinforcing Steel	42338	LBS	\$ 0.68	\$ 28,789.84	42487.37	149.37	\$ 101.57	\$ 101.57	\$ 28,891.41
603-C-A	18" Reinforced Concrete Pipe, Class III	96	LF	\$ 29.00	\$ 2,784.00	96.00	0.00	\$ -	\$ -	\$ 2,784.00
603-C-A	24" Reinforced Concrete Pipe, Class III	1714	LF	\$ 40.00	\$ 68,560.00	1714.00	0.00	\$ -	\$ -	\$ 68,560.00
603-C-A	36" Reinforced Concrete Pipe, Class III	92	LF	\$ 69.00	\$ 6,348.00	92.00	0.00	\$ -	\$ -	\$ 6,348.00
603-C-A	54" Reinforced Concrete Pipe, Class III	840	LF	\$ 147.00	\$ 123,480.00	840.00	0.00	\$ -	\$ -	\$ 123,480.00
603-C-A	60" Reinforced Concrete Pipe, Class III	677	LF	\$ 185.00	\$ 125,245.00	676.93	(0.07)	\$ (12.52)	\$ (12.52)	\$ 125,232.48
603-C-A	72" Reinforced Concrete Pipe, Class III	386	LF	\$ 250.00	\$ 96,500.00	386.00	0.00	\$ (0.17)	\$ (0.17)	\$ 96,499.83
603-C-B	24" Reinforced Concrete End Section	1.0	EA	\$ 1,000.00	\$ 1,000.00	1.00	0.00	\$ -	\$ -	\$ 1,000.00

RECEIVED

BOARD APPROVED

SUMMARY CONTRACT CHANGE ORDER

ITEM NO.	CITY OF CLINTON Description	CURRENT CONTRACT AMOUNT AS BID AND AWARDED			FINAL CONTRACT AMOUNT PER INSTALLED QUANTITIES			
		QTY	UNIT	UNIT PRICE	CURRENT CONTRACT	INSTALLED QUANTITY	CHANGE IN QUANTITY	CHANGE IN CONTRACT
2555-D	16" Dia. Water Main (C900)	2527	LF	\$ 48.15	\$ 121,675.05	2597.00	70.00	\$ 3,370.40
2555-E	16" Dia. Gate Valves	2.0	EA	\$ 5,650.00	\$ 11,300.00	2.00	0.00	\$ -
2555-F	Fire Hydrant Assemblies	9.0	EA	\$ 2,950.00	\$ 26,550.00	9.00	0.00	\$ -
2555-G	Fittings	3800	LBS	\$ 4.00	\$ 15,200.00	3800.00	0.00	\$ -
2224-A	Steel Casing (16" Diameter)	60	LF	\$ 51.50	\$ 3,090.00	60.00	0.00	\$ -
15301-A	Sanitary Sewer (10")(0-6)	375	LF	\$ 21.50	\$ 8,062.50	375.00	0.00	\$ -
15301-B	Sanitary Sewer (10")(6-8)	150	LF	\$ 22.60	\$ 3,390.00	150.00	0.00	\$ -
15301-C	Sanitary Sewer (10")(8-10)	325	LF	\$ 23.75	\$ 7,718.75	325.00	0.00	\$ -
15301-D	Sanitary Sewer (10")(10-12)	300	LF	\$ 29.50	\$ 8,850.00	300.00	0.00	\$ -
15301-E	Sanitary Sewer Manholes (12-14)	1.0	EA	\$ 2,885.00	\$ 2,885.00	1.00	0.00	\$ -
15301-F	Sanitary Sewer Manholes (14-16)	1.0	EA	\$ 3,110.00	\$ 3,110.00	1.00	0.00	\$ -
15301-G	Sanitary Sewer Manholes (16-18)	1.0	EA	\$ 3,490.00	\$ 3,490.00	1.00	0.00	\$ -
15301-H	Sanitary Sewer Manholes (Doghouse)	1.0	EA	\$ 3,730.00	\$ 3,730.00	0.00	(1.00)	\$ (3,730.00)
15301-J	Connection to Existing Manhole	2.0	EA	\$ 850.00	\$ 1,700.00	2.00	0.00	\$ -
15351-A	Duplex 400 GPM Pump Station	1.0	EA	\$ 53,430.00	\$ 53,430.00	1.00	0.00	\$ -
15352-B	8" Sewage Force Main	3317	LF	\$ 16.50	\$ 54,730.50	3420.16	103.16	\$ 1,702.12
15352-C	Air Release Valve	1.0	EA	\$ 2,235.00	\$ 2,235.00	1.00	0.00	\$ -
630-G	ADD - Type III Barricade Post Mounted Red/White	0.0	EA	\$ 218.30	\$ -	3.00	3.00	\$ 654.90
403-C	ADD - Asphalt Adjustment on Surface Course	0.0	TON	\$ 0.55	\$ -	1413.56	1413.56	\$ 777.46
TOTALS:					\$ 2,675,872.13			\$ (249,595.04)
								\$ 2,426,277.09

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

RECOMMENDED BY:

WILLIFORD, GEARHART & KNIGHT, INC.

DATE

ACCEPTED BY:

(contractor)

DATE

APPROVED BY:

(Owner)

DATE

OWNER: CITY OF CLINTON
PROJECT: HAMPSTEAD BOULEVARD ROADWAY IMPROVEMENT

WKG#: E00-297
CONTRACTOR: BIRDSONG CONSTRUCTION CO., INC.

BOARD APPROVED OVERRUN / UNDERRUN SUMMARY

ITEM#	DESCRIPTION	CONTRACT QTY	UNIT	COST	FINAL QTY	QTY OVER	QTY UNDER	ADD \$	DEDUCT \$
201-A	Clearing and Grubbing	1.0	LS	\$ 28,000.00	1.00				
202-B	Removal of Chain Link Fencing	4016	LF	\$ 0.30	3828.00		188.0		\$ (56.34)
202-B	Removal of Concrete Ditch	50	LF	\$ 5.25	50.00				
202-B	Removal of Sanitary Sewer (Complete)	1.0	LS	\$ 2,625.00	1.00				
203-A	Unclassified Excavation (FM) (AH)	6014	CY	\$ 3.00	5311.00		703.0		\$ (2,109.00)
203-E	Borrow Excavation(AH)(ESFE)(FME)	28630	CY	\$ 3.72	30822.14	2192.1		\$ 8,154.77	
203-E	Borrow Excavation (AH)(Contractor Furnished)(FME)(Class 6)	19941	CY	\$ 11.25	13198.44		6742.6		\$ (75,853.80)
206-A	Structure Excavation	9296	CY	\$ 2.90	9296.32			\$ 0.92	
206-B	Select Material for Undercuts (Contractor Furnished)(FM)	2916	CY	\$ 10.60	2500.00		416.0		\$ (4,409.60)
211-A	Topsoil for Slope Treatment (From Right-of-Way)	4257	SY	\$ 0.63	4257.00				
212-B	Standard Ground Preparation	33778	SY	\$ 0.37	33778.00				
213-A	Agricultural Limestone	22	TON	\$ 58.48	33.00	11.0		\$ 643.28	
213-B	Combination Fertilizer (13-13-13)	4	TON	\$ 369.75	5.00	1.0		\$ 369.75	
213-C	Superphosphate	8	TON	\$ 345.67	10.00	2.0		\$ 691.34	
213-D	Ammonium Nitrate	4	TON	\$ 383.35	5.00	1.0		\$ 383.35	
214-A	Seeding (Bermudagrass)	7.5	Acre	\$ 123.45	10.00	2.5		\$ 308.69	
214-A	Seeding (Crimson Clover)	7.5	Acre	\$ 32.49	10.00	2.5		\$ 81.24	
214-A	Seeding (Tall Fescue)	7.5	Acre	\$ 37.69	10.00	2.5		\$ 94.25	
215-A	Vegetative Materials for Mulch	15	TON	\$ 181.93	19.00	4.0		\$ 727.81	
234-A	Temporary Silt Fence	5170	LF	\$ 2.83	4600.00		570.0		\$ (1,613.10)
235-A	Temporary Erosion Checks	150	BALE	\$ 7.91	100.00		50.0		\$ (395.46)
403-B	Hot Mix Asphalt, Base Course (BB-1)	8408	TON	\$ 55.71	6430.10		1977.9		\$ (110,188.70)
403-C	Hot Mix Asphalt, Surface Course (SC-1)	1498	TON	\$ 69.50	1413.56		84.4		\$ (5,868.58)
601-A	Class "B" Structural Concrete	500	CY	\$ 327.00	500.00				
601-B	Class "B" Structural Concrete, Minor Structures	131	CY	\$ 861.00	138.03	7.0		\$ 6,056.88	
602-A	Reinforcing Steel	42338	LBS	\$ 0.68	42487.37	149.4		\$ 101.57	
603-C-A	18" Reinforced Concrete Pipe, Class III	96	LF	\$ 29.00	96.00				
603-C-A	24" Reinforced Concrete Pipe, Class III	1714	LF	\$ 40.00	1714.00				
603-C-A	36" Reinforced Concrete Pipe, Class III	92	LF	\$ 69.00	92.00				
603-C-A	54" Reinforced Concrete Pipe, Class III	840	LF	\$ 147.00	840.00				
603-C-A	60" Reinforced Concrete Pipe, Class III	677	LF	\$ 185.00	676.93		0.07		\$ (12.52)
603-C-A	72" Reinforced Concrete Pipe, Class III	386	LF	\$ 250.00	386.00				
603-C-B	24" Reinforced Concrete End Section	1.0	EA	\$ 1,000.00	1.00				
603-C-B	54" Reinforced Concrete End Section	2.0	EA	\$ 2,400.00	2.00				
603-C-B	72" Reinforced Concrete End Section	1.0	EA	\$ 3,600.00	1.00				\$ (0.17)
604-A	Castings	1896	LBS	\$ 3.00	1975.06	79.1		\$ 237.19	

BOARD APPROVED

APR 03 2007

OVERRUN / UNDERRUN SUMMARY

ITEM#	DESCRIPTION	CONTRACT QTY	UNIT	COST	FINAL QTY	QTY OVER	QTY UNDER	ADD \$	DEDUCT \$
604-B	Gratings	441	LBS	3.00	441.00				
605-W	Filter Material for Combination Storm Drain and/or Underdrains, Type A (FM)	593	CY	32.00	511.33				
605-W	Filter Material for Combination Storm Drain and/or Underdrains, Type B (FM)	3215	CY	25.00	2352.00		81.7		(2,614.40)
605-AA	Geotextile for Subsurface Drainage (Type III)(Nonwoven)	6386	SY	3.00	5690.00		696.0		(2,087.40)
607-B	60" Class II Chain Link Fence (ROW)	4016	LF	6.78	3828.00		188.0		(1,274.29)
607-B	72" Class I Chain Link Fence (Pump Station)	125	LF	7.90	124.00		1.0		(7.90)
607-G	4x60" Chain Link Gate (ROW)	2.0	EA	275.00	0.00		2.0		(550.00)
607-G	12x72" Chain Link Gate (Pump Station)	1.0	EA	660.00	1.00				
607-P1	Line Posts, 9' - 2" Steel (ROW)	385	EA	45.20	367.96		17.0		(770.05)
607-P1	Line Posts, 9' - 2" Steel (Pump Station)	6	EA	45.20	6.00				
607-P2	Brace Posts, 9.5' - 2.5" Steel (ROW)	16	EA	101.70	16.00				
607-P2	Brace Posts, 9.5' - 2.5" Steel (Pump Station)	12	EA	101.70	4.00		8.0		(813.64)
607-P3	Gate Posts, 9' - 2.5" Steel (ROW)	4	EA	101.70	0.00		4.0		(406.80)
607-P3	Gate Posts, 9' - 2.5" Steel (Pump Station)	2	EA	101.70	2.00				
608-B	Concrete Sidewalk (With Reinforcement)	1619	SY	28.00	1640.05	21.1		\$ 589.32	
609-D	Combination Concrete Curb and Gutter Type 3A	7442	LF	11.20	7600.74	158.7		\$ 1,777.86	
614-A	Concrete Driveway (Without Reinforcement)	306.7	SY	51.50	200.14		106.6		(5,487.57)
617-A	Right-of-Way Markers (Type I)	17	EA	65.00	16.00		1.0		(64.97)
620-A	Mobilization	1.0	LS	60,000.00	1.00				
626-C	6" Thermoplastic Edge Stripe (Continuous White)	7592	LF	0.45	7710.00	118.0		\$ 53.10	
626-D	6" Thermoplastic Detail Stripe (Skip Yellow)	1.44	Mi.	955.00	1.46	0.0		\$ 19.10	
626-E	6" Thermoplastic Traffic Stripe (Continuous Yellow)	7592	LF	0.60	7710.00	118.0		\$ 70.80	
630-A	Standard Roadside Signs (Sheet Aluminum, 0.080" Thickness)	75	SF	27.25	81.00	6.0		\$ 163.50	
630-A	Standard Roadside Signs (Sheet Aluminum, 0.125" Thickness)	9	SF	36.20	9.00				
630-C	Steel U-Section Posts (3.0 to 3.5 lb/ft)	11	EA	65.60	17.00	6.0		\$ 393.60	
815-A	Loose Riprap, (Size 300)	2201	TON	46.25	1502.25		698.8		(32,317.19)
815-E	Geotextile Fabric under Riprap (Type VI)(Nonwoven)	1760	SY	2.40	2186.09	426.1		\$ 1,022.61	
815-E	Geotextile Fabric under Select Material (Type VI)(Woven)	2431	SY	2.40	0.00		2431.0		(5,834.40)
2555-A	Tie to Existing 12" Water Main	1.0	EA	2,260.00	1.00				
2555-B	Tie to Existing 16" Water Main	1.0	EA	4,520.00	1.00				
2555-C	12" Dia. Water Main (C900)	1271	LF	32.25	1271.00				
2555-D	16" Dia. Water Main (C900)	2527	LF	48.15	2597.00	70.0		\$ 3,370.40	
2555-E	16" Dia. Gate Valves	2.0	EA	5,650.00	2.00				
2555-F	Fire Hydrant Assemblies	9.0	EA	2,950.00	9.00				
2555-G	Fittings	3800	LBS	4.00	3800.00				

OWNER: CITY OF CLINTON
PROJECT: HAMPSTEAD BOULEVARD ROADWAY IMPROVEMENT

WGK#: E00-297
CONTRACTOR: BIRDSONG CONSTRUCTION CO., INC.

OVERRUN / UNDERRUN SUMMARY

ITEM#	DESCRIPTION	CONTRACT QTY	UNIT	COST	FINAL QTY	QTY OVER	QTY UNDER	ADD \$	DEDUCT \$
2224-A	Steel Casing (16" Diameter)	60	LF	\$ 51.50	60.00				
15301-A	Sanitary Sewer (10"X0-6)	375	LF	\$ 21.50	375.00				
15301-B	Sanitary Sewer (10"X6-8)	150	LF	\$ 22.60	150.00				
15301-C	Sanitary Sewer (10"X8-10)	325	LF	\$ 23.75	325.00				
15301-D	Sanitary Sewer (10"X10-12)	300	LF	\$ 29.50	300.00				
15301-E	Sanitary Sewer Manholes (12-14)	1.0	EA	\$ 2,885.00	1.00				
15301-F	Sanitary Sewer Manholes (14-16)	1.0	EA	\$ 3,110.00	1.00				
15301-G	Sanitary Sewer Manholes (16-18)	1.0	EA	\$ 3,490.00	1.00				
15301-H	Sanitary Sewer Manholes (Doghouse)	1.0	EA	\$ 3,730.00	0.00		1.0		\$ (3,730.00)
15301-J	Connection to Existing Manhole	2.0	EA	\$ 850.00	2.00				
15351-A	Duplex 400 GPM Pump Station	1.0	EA	\$ 53,430.00	1.00				
15352-B	8" Sewage Force Main	3317	LF	\$ 16.50	3420.16	103.2		\$ 1,702.12	
15352-C	Air Release Valve	1.0	EA	\$ 2,235.00	1.00				
630-G	ADD - Type III Barricade Post Mounted Red/White	0.0	EA	\$ 218.30	3.00	3.0		\$ 654.90	
403-C	ADD - Fuel Adjustment on Surface Course	0.0	TON	\$ 0.55	1413.56	1413.6		\$ 777.46	

SUBTOTALS: \$ 28,445.84 \$ (278,040.88)

TOTAL ADD / (DEDUCT) \$ (249,595.04)

TOTAL Previous Change Orders: \$ -

ORIGINAL CONTRACT \$ 2,675,872.13

REVISED CONTRACT (PLUS CHANGE ORDERS) \$ 2,675,872.13

PLUS OVERRUNS/UNDERRUNS \$ (249,595.04)

GRAND TOTAL CONTRACT \$ 2,426,277.09

APR 03 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET **CITY OF CLINTON**

BOARD MEETING DATE: April 3, 2007

AGENDA ITEM NO. 10

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: General Services Agreement by and between City of Clinton and Engineering Service

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

BOARD ACTION:MOTION MADE BY: BarnettSECONDED BY: BrabhamVOTE 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 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.

APR 03 2007

CITY OF CLINTON

GENERAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF CLINTON
AND
ENGINEERING SERVICE

This is an Agreement made this 3rd day of April, 2007, by and between the City of Clinton, Post Office Box 156, Clinton, Mississippi 39060 (**OWNER**) and M&G Enterprises, Inc. dba Engineering Service, Consulting Engineers, P.O. Box 4632, Jackson, MS 39296 (**ENGINEER**).

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

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

1. **ENGINEER's RESPONSIBILITIES**

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

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

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

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

2. OWNERS'S RESPONSIBILITIES

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

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

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

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

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

3. PERIOD OF SERVICE

3.1 The general services authorized by this Agreement shall be preformed in accordance with this Agreement during calendar year 2007;

3.2 The general services performed after calendar year 2007 shall be provided in

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CITY OF CLINTON

accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the **OWNER** and **ENGINEER**; and

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

4. COMPENSATION TO THE ENGINEER

- 4.1 The **ENGINEER** shall provide the general services authorized herein on an hourly basis in accordance with the standard hourly billing rates of the **ENGINEER**, a copy of which is attached hereto for calendar year 2007;
- 4.2 The **ENGINEER** shall notify the **OWNER** of the standard hourly billing rates that shall apply to the services rendered under this Agreement no less than annually after calendar year 2007;
- 4.3 The **OWNER** shall compensate the **ENGINEER** for the general services authorized by this Agreement in accordance with the hourly rates, plus direct reimbursable expenses including printing, postage, travel, subsistence and the like;
- 4.4 The **ENGINEER** shall submit monthly invoices for the general services rendered in accordance with the hourly rates, and shall invoice for the direct expenses incurred at cost;
- 4.5 The **OWNER** shall make prompt monthly payments to the **ENGINEER** for services rendered;
- 4.6 The **ENGINEER's** general services and hourly rates are provided on the basis of prompt payment by the **OWNER** of invoices rendered and continuous progress on the work by the **ENGINEER** until submission of work product;
- 4.7 If the **OWNER** fails to make any payment due the **ENGINEER** for services and expenses within thirty (30) days after receipt of **ENGINEER's** statement, the amounts due **ENGINEER** will be increased at the rate of 1% per month from said thirtieth (30th) day, and in addition, **ENGINEER** may, after giving seven (7) day's written notice to **OWNER**, suspend services under this Agreement until **ENGINEER** has been paid in full all amounts due for services, expenses and charges.

5. COST CONTROL

- 5.1 The **OWNER's** budgetary requirements and considerations with respect to each

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work effort shall be established by mutual agreement between the **OWNER** and **ENGINEER**; and

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

6. GENERAL CONSIDERATIONS

- 6.1 All documents prepared or furnished by **ENGINEER**, and **ENGINEER**'s independent professional associates and consultants, pursuant to this Agreement are instruments of service and **ENGINEER** shall retain an ownership and property interest therein. **OWNER** may make and retain copies for information and interest therein. **OWNER** may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by **OWNER** or others. Any reuse without written verification of adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER**'s sole risk and without liability or legal exposure to **ENGINEER** or to **ENGINEER**'s independent professional associates and consultants, from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification of adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**;
- 6.2 The obligations to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated for failure of the **OWNER** to perform, the **ENGINEER** shall be paid for all services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus a reasonable fee to be mutually agreed upon at the appropriate time by both parties to account for **ENGINEER**'s rescheduling adjustments, reassignment of personnel and related costs incurred due to termination;
- 6.3 **OWNER** and **ENGINEER** each is hereby bound and the partners, successors,

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CITY OF CLINTON

executors, administrators and legal representatives of **OWNER** and **ENGINEER**, and to the extent permitted by paragraph 6.4, the assigns of **OWNER** and **ENGINEER**, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement;

6.4 Neither **OWNER** nor **ENGINEER** shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **ENGINEER** from employing such independent professional associates and consultants as **ENGINEER** may deem appropriate to assist in the performance of services hereunder;

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than **OWNER** and **ENGINEER**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **OWNER** and **ENGINEER**, and not for the benefit of any other party;

6.6 The **ENGINEER** has not been retained or compensated to provide design or construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any excavations and any erection methods and temporary bracing.

6.7 This Agreement together with such amendments which shall be added from time to time constitutes the entire Agreement between **OWNER** and **ENGINEER** and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

7. SPECIAL PROVISIONS

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

BOARD APPROVED

APR 03 2007

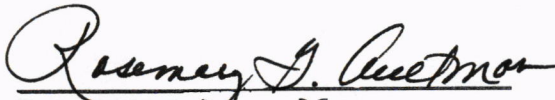
CITY OF CLINTON

8. EXECUTION

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

CITY OF CLINTON, MISSISSIPPI

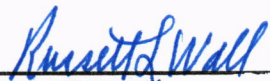
M&G ENTERPRISES, INC. DBA
ENGINEERING SERVICE


Rosemary Aultman, Mayor

R. Allen Scott, P.E.

ATTEST:

ATTEST:



Russell Wall
City Clerk

Jerry L. Tullos, P.E.

BOARD APPROVED

HOURLY RATES FOR PROFESSIONAL SERVICES

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(EFFECTIVE 09/01/06)

CITY OF CLINTON

<u>Position</u>	<u>Hourly Rate</u>
Sr. Principal Engineer	\$ 130.00
Principal Engineer	117.00
Sr. Project Manager	107.00
Project Manager	97.00
Sr. Project Engineer	92.00
Project Engineer	87.00
Engineer Intern IV	82.00
Engineer Intern III	77.00
Engineer Intern II	72.00
Engineer Intern I	67.00
Licensed Surveyor	78.00
Drafting (Computer)	33.00
Engineering Technician	45.00
Sr. Engineering Technician	50.00
Word Processing	42.00
On-Site Representative (Regular Time)	47.00
On-Site Representative (Overtime)	53.00
Survey Crew	120.00
Survey Crew (Overtime)	162.00
Data Collector	102.00 / day

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CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 3, 2007

AGENDA ITEM NO. 11

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Agreement for Operation, Management, and Maintenance of Clinton Wastewater Treatment Facilities between Severn Trent Environmental Services, Inc. and City of Clinton, MS

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

BOARD ACTION:MOTION MADE BY: HisawSECONDED BY: Greer

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
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.

BOARD APPROVED

APR 03 2007

CITY OF CLINTON

AGREEMENT FOR OPERATION, MANAGEMENT AND MAINTENANCE

OF

CLINTON WASTEWATER TREATMENT FACILITIES

BETWEEN

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

AND

THE CITY OF CLINTON, MISSISSIPPI

*DIS/ACT
April Meeting*

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CITY OF CLINTON

AGREEMENT FOR OPERATION, MANAGEMENT AND
MAINTENANCE
OF CLINTON WASTEWATER TREATMENT FACILITIES
BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
AND
THE CITY OF CLINTON, MISSISSIPPI

This Agreement is made and entered into as of October 1, 2006, by and between:

The City of Clinton, Mississippi, a municipal corporation located in the County of Hinds, State of Mississippi, whose address is City Hall, Post Office Box 156, Clinton Mississippi 39060 (hereinafter, the "Owner"), acting through its Mayor and Board of Aldermen, and Severn Trent Environmental Services, Inc., a Texas corporation qualified to do business in Mississippi, whose principal place of business is at 16337 Park Row, Houston, Texas 77084, (hereinafter, the "Operator")

WHEREAS, the Owner owns the wastewater treatment facilities (hereinafter, the "Treatment Facilities") as more particularly defined in Attachment A and more specifically described in Exhibit One; and

WHEREAS, the Owner has the authority under the laws of the State of Mississippi (the "State") to enter into this Agreement for the operation, management, and maintenance of the Treatment Facilities; and

WHEREAS, the Operator is experienced in and capable of supplying professional operation and maintenance services to the Treatment Facilities; and

WHEREAS, the Owner desires to engage the Operator to act as its wastewater operations agent in managing, operating, and maintaining the Treatment Facilities;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I
PURPOSE

Section 1.1 - Purpose

During the term of this Agreement, the Owner agrees to engage the Operator as its authorized agent to manage, operate and maintain the Treatment Facilities. Each party hereto agrees to cooperate in good faith with one another and its agents and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

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ARTICLE II
SCOPE OF SERVICE

CITY OF CLINTON

The scope of service (hereinafter, the "Scope of Service") to be provided by the Operator under this Agreement will include the management, operation, maintenance, and repair of the Treatment Facilities to the extent specifically set forth in this Article II.

Section 2.1 - Process Control and Effluent Standards

The goal of the Operator is to operate the Treatment Facilities to meet all the Effluent Requirements, as defined in Attachment A, of the existing National Pollutant Discharge Elimination System ("NPDES") permits as well as any other applicable federal, state, and local laws and requirements. The Operator shall operate the Treatment Facilities using reasonable efforts to provide this level of treatment, provided, however, that at all times influent flows for the respective Treatment Facilities shall contain Adequate Nutrients and provided further that at all times loadings for the respective Treatment Facilities shall not exceed the following levels:

Treatment Facility	Average Over 30 Day Period (Gallons Per Day)	BOD ₅ lbs/day	TSS lbs/day
Lovett	276,000	461	461
Northeast	300,000	500	500
Briars Biolac	630,000	1051	1051
Southside	3,500,000	5,838	5,838

In the event that influent flows or loadings do not contain Adequate Nutrients or exceed any of the respective preceding levels, the Operator shall provide the best treatment reasonably possible within the constraints of the Treatment Facilities design, physical limitations, and existing loadings.

In the event that Abnormal or Biologically Toxic Material (as defined in Attachment A) is received at a Treatment Facility, the Operator shall promptly notify the Owner and use its best reasonable efforts to assist Owner to remove and/or reduce such material using the processes and equipment provided at such Treatment Facility. If such Abnormal or Biological Toxic Material cannot be treated or removed using the processes and equipment provided at the Treatment Facility, the Operator shall not be responsible for compliance with the NPDES permit, the Federal Water Pollution Control Act (the "Clean Water Act"), the Resource Conservation Recovery Act, as amended ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act as amended ("CERCLA") or any other applicable federal, state, or local law or requirement, or for any other consequence of the receipt by the Treatment Facility of such Abnormal or Biologically Toxic Material including, without limitation, any fines, penalties, or damages resulting therefrom.

In the event that Abnormal or Biologically Toxic Material is not received at a Treatment Facilities, and in the event that Discharge Violations (as defined in Attachment A) occur at such Treatment

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Facility on any date starting 30 or more days after the beginning of wastewater treatment services by the Operator, the Operator shall be responsible, to the extent set forth below, for fines, penalties, or damages for Discharge Violations that may be imposed by federal, state, or local environmental agencies, or that may result from private actions, if and to the extent such violations are within the reasonable control of the Operator and are the result of the failure of the Operator to operate the Treatment Facility in accordance with the terms of this Agreement and such failure is a direct and substantial cause of such Discharge Violation. Prior to payment of any such fines, penalties, or damages, the Operator reserves the right to contest government or private actions, suits, or proceedings for Discharge Violations through administrative procedures or otherwise. The Operator's liability in any contract year for any fines, penalties, or damages shall be limited to 10 percent (10%) of the Base Compensation, pursuant to Section 5.1 herein, for that contract year.

Section 2.2 – Disposal of Screenings, Grit and Sludges

As the authorized agent for the Owner, the Operator shall arrange for the removal of screenings and grit and shall monitor the removal of wastewater sludges from the Treatment Facilities. Title and Ownership of screenings, grit and wastewater sludges shall remain with the Owner notwithstanding such services by the Operator. The parties acknowledge that wastewater sludges are currently being pumped into sludge holding lagoons, where they are held for a period of time until they are removed and disposed of. Removal of all wastewater sludges from the sludge holding lagoons and disposal are the responsibility of the Owner. The Operator shall monitor waste rates, dewater liquid sludge, sample and test recycle flows, and routinely determine sludge volumes in the holding lagoons. The Operator will notify the Owner of pending needs to remove and dispose of wastewater sludges from the holding lagoons. The Owner shall approve all costs associated with the removal and disposal of wastewater sludges. Prior to that time, if it is determined that removal and disposal of any wastewater sludge is necessary, the Operator shall submit removal and disposal options and projected costs to the Owner. The Owner shall pay all costs for the removal and disposal of all wastewater sludges from the holding lagoons. Should the Owner desire for the Operator to remove and dispose of wastewater sludges, the parties shall negotiate the terms of the removal and disposal activities, including the fee to be paid to the Operator.

Section 2.3 - Testing and Laboratory Analyses

The Operator shall perform the sampling and laboratory analyses required by the Owner's NPDES permit as well as those necessary for process control. Laboratory procedures and analyses shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater or to the testing requirements of the NPDES permit. The Operator shall prepare the data for all NPDES permit monitoring and operating reports and shall deliver and certify such results to the Owner. Operator shall assist the Owner in submitting such results to all regulatory agencies requiring such reports.

Section 2.4 – Industrial Pretreatment

The Operator shall, upon written request of the Owner, assist the Owner by providing technical

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and analytical services in connection with Owner's pretreatment program, as established by the Owner's Sewer Use Ordinance. The Operator shall not be responsible for any enforcement activities related to such pretreatment program. The Owner shall pay all necessary costs incurred by the Operator in connection with the Owner's pretreatment program at a multiplier of 1.15. These costs shall be paid in addition to the compensation provided in Article V herein.

Section 2.5 – Management Information Systems

The Operator shall retain necessary computer hardware and software to provide comprehensive management systems for preventative maintenance, laboratory data collection, Quality Control, and a computerized process control system. The computer hardware and software are the Operator's property. Upon termination of this Agreement, the Operator shall remove the computer hardware and software unless the Owner purchases the computer hardware and software at a price to be agreed upon by the parties and subject to the provisions of any applicable software use agreement.

Preventive maintenance is fully documented employing DATA STREAM, MP-2 software, which provides details concerning maintenance histories and generates works orders. This information shall be provided to Owner in accordance with an agreed upon frequency.

Section 2.6 – Reports

The Operator shall maintain records of operations, maintenance, repair, and improvement activities at the Treatment Facilities and shall prepare and submit to the Owner a monthly report including a narrative summary of operations and all data required for monthly discharge reporting to local, state, and federal agencies.

Section 2.7 – Construction

During the construction or other modification of any of the Treatment Facilities, the Owner and the Operator shall work together to maintain access and minimize disruption and outages to the existing equipment and components. The Operator shall not be responsible in any way for Discharge Violations caused in whole or in part by the construction or modification activity, unless such Discharge Violations result from the negligence of the Operator.

Section 2.8 – Maintenance

The Operator shall perform routine maintenance consisting of preventative maintenance tracking, corrective maintenance scheduling, spare parts inventory control, cleaning and lubrication of service equipment, equipment inspections and adjustments, and janitorial services for the building and grounds of the Treatment Facilities as well as all equipment and instrumentation provided to the Operator by the Owner pursuant to this Agreement in accordance with standard industry practice; subject, however, to the Owner's responsibilities to reimburse the Operator in accordance with Section 5.3 herein for the costs of all materials and other consumables repair and replacement parts and subcontractors. The Operator shall keep the Treatment Facilities in a neat and orderly condition. Such maintenance shall include maintaining the locks and entrance

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gates at the Treatment Facilities as well as maintaining the locks, entrance gates, and fencing surrounding the wastewater pumping stations.

The Operator shall be responsible for grass cutting in the following areas:

- (a) Wastewater Treatment Facilities: All areas within the Facilities that are within the fenced boundaries of the Facility, including weed maintenance on the fence line. This does not include any grounds maintenance at the abandoned Southeast Lagoon. At the South Central Lagoon and the Southwest Bio Lac, the responsibility of the Operator for grounds maintenance includes areas surrounding air headers, mooring posts, chain assembly cables, above ground electrical conduit and cables, above ground influent structures, splitter boxes, valves and valve boxes, sidewalks, and areas surrounding ultra-violet disinfection systems, as they may exist.
- (b) Wastewater Pump Stations: Areas within the fences surrounding the pump stations, a two-foot wide area around the perimeter of the fences, and areas in close proximity of a curb, street, or drainage ditch.

Section 2.9 – Technical Support

The Operator's technical support group, which shall include persons not regularly employed at the Treatment Facilities, shall provide backup advice in process control, management, maintenance, and plant repair as necessary to assist the Treatment Facilities' staff and ensure performance of the Operator's obligations under this Agreement.

Section 2.10 – Staffing

The Operator shall provide a properly certified plant manager with skills and experience necessary for the management, operation, maintenance, and repair of the Treatment Facilities and who is reasonably acceptable to the Owner.

Employees of the Operator experienced in operating wastewater systems shall staff the Treatment Facilities, as required, and shall have the operator certifications required by State regulations. The staffing plan shall be consistent with the proper and efficient operation of the Treatment Facilities.

The Operator shall staff the Treatment Facilities with operations and maintenance personnel five (5) days per week, eight (8) hours per day. Personnel shall also be on call 24 hours per day, seven (7) days per week. The Operator shall respond to call-outs within one (1) hour. Should the scope of work under this Agreement be modified, Owner and Operator will negotiate the staffing plan to meet the operations and maintenance requirements of the scope of work.

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The Operator's staffing plan is defined as:

- (1) Project Manager
Certified Class IV, responsible for all management activities and project coordination with the Owner.
- (1) Administrative Assistant
Responsible for assisting the Project Manager in the project administration, perform process control laboratory testing and operations.
- (1) Maintenance Technician Lead
Qualified to perform and supervise mechanical/electrical functions at the Facilities and insure performance of all preventive and corrective maintenance functions.
- (2) Maintenance Technicians
Qualified to perform mechanical/electrical functions at the Wastewater Plants and Lift Stations.
- (1) Plant Operator
Responsible for day to day operations activities and assistance with laboratory and preventive maintenance.

Section 2.11 - Training

The Operator shall implement a training program with both classroom and field training for all staff associated with the operation and maintenance of the Treatment Facilities. The training may include, but is not limited to, equipment operation, laboratory sampling and testing, process control, energy and chemical conservation, maintenance and repair, first aid, safety, emergency response, hazardous material handling, and right-to-know laws. Representatives of the Owner may attend training sessions.

Section 2.12 - Security

The Operator shall use reasonable efforts to secure the Treatment Facilities within the limits of currently installed security devices. Any losses or other liabilities resulting from any theft, damage, or unauthorized use of Owner's property, properly secured within the limits of the existing security devices, shall be borne by the Owner, unless such loss or liability is a result of Operator's negligence.

Section 2.13 - Odor and Noise Control

The Operator shall operate the Treatment Facilities within the limits and capabilities of the

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Treatment Facilities to minimize odor and noise. Any additional expenses for process, equipment, or chemicals necessary to further reduce odors and noise shall be borne by the Owner.

Section 2.14 – Electricity

The Owner shall pay all electricity charges for the Treatment Facilities and shall provide the Operator with copies for all payment invoices. The Operator shall monitor electrical costs and usages at the various facility locations and present this information monthly to Owner.

Section 2.15 – Communications

The Operator shall keep the Owner informed about the operation and maintenance of the Treatment Facilities. The Operator shall attend Owner meetings, meetings with contractors, meetings with Owner's Engineer, meetings with the Owner's consulting engineers working on projects at Treatment Facilities, and meetings with regulatory agencies as requested and needed.

Section 2.16 – Recommendations on Capital Improvements and Budgets

The Operator shall, upon written request from Owner, prepare and submit recommendations for capital repairs, replacements, and Expenditures for Capital Improvements and Repairs.

The Operator shall, upon written request from Owner, prepare and submit recommendations for planning and review of Owner's budget. The recommendations may include, but are not limited to, the projection of present operations and suggestion of operation revisions based upon anticipated or actual changes in applicable processes, regulations, and codes.

Section 2.17 – Inventory

The Owner has provided to the Operator the existing inventory of equipment, tools, materials, supplies, and spare parts located at the Treatment Facilities on the effective date of this Agreement. The Operator shall maintain an up-to-date inventory list and will project a reasonable number of spare parts in stock (including standard lubricants, long-lead-time replacement items, and similar items) in accordance with recommendations by manufacturer. Owner and Operator agree to perform an equipment inventory of all tools, rolling stock, and other supplies, and identify those specifically as the equipment of the Owner, within 90 days of the commencement of this Agreement.

Section 2.18 - Other Costs and Expenses

Unless otherwise agreed in writing by the parties, the Operator shall not be required to pay the following expenses:

- Expenses resulting from a change in Scope of Services;
- Expenses resulting from a change in the Owner's NPDES permit (including any Consent Order), law, or regulations by any federal, state, or local agency or

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authority;

- Expenses resulting from hydraulic or organic loads that exceed Baseline Conditions;
- Expenses resulting from discharge of wastewater in violation of any part of the Owner's Sewer Use Ordinance;
- Expenses incurred and/or penalties assessed as a result of the existence at and/or the discharge to any of the Treatment Facilities of influent wastewater containing Abnormal or Biologically Toxic Material;
- Expenses resulting from the influent flow of wastewater that does not contain Adequate Nutrients;
- Expenses resulting from receipt of "Non-Processible Wastewater", which is defined as wastewater (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.
- Costs of utilities, supplies and consumables to repair/ replace and maintain equipment , equipment, transportation and disposal fees for grit, screenings and wastewater sludges, payments made to subcontractors fees and all other costs incurred by the Operator in discharging its responsibilities hereunder with the exception of (a) process chemicals costs (b) costs of materials and supplies (as provided in Section 5.3) for preventive maintenance function and (c) Operator's direct labor expenses and the cost of benefits associated therewith;
- Repair and Replacement Expenses as provided in Section 5.3 herein;
- Taxes as provided in Section 3.5 herein;
- Any damages sustained from force majeure, as specified in Section 7.8 herein;
- Water or sewage use fees;
- Expenditures for Capital Improvements and Repairs, as defined in Attachment A herein;
- Expenses arising from emergency repair or replacement of sewer lines or from emergency use of process chemicals;
- Expenses related to governmental or private surveillance and alarm monitoring by third party vendors;

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- Fire protection;
- Industrial sampling/monitoring, including pretreatment sampling/monitoring;
- Pretreatment studies;
- Professional engineering fees;
- Repair and maintenance of high voltage sub stations; and
- The cost of underground line repairs.

If expenditures are made by the Operator on Owner's behalf for items specified above, Owner agrees to reimburse the Operator, within thirty (30) days, for such expenditures upon submission of reasonable documentation verifying such expenditures.

Section 2.19 - Emergency Situations

In the event of sudden damage or destruction of the Treatment Facilities or an emergency which in the reasonable judgment of the Operator is likely to result in material loss or damage to the Treatment Facilities or constitute a threat to human health or safety, the Operator may suspend operations of the Treatment Facilities and may make such emergency repairs, without the consent of the Owner, as are necessary to mitigate or reduce such loss, damage, or threat. The Operator shall provide prompt notice to the Owner of any such damage, destruction, or threat and of any emergency repairs which have been or will be taken. The Owner shall provide prompt notice to the Operator of any alarm(s) or other notices of emergency conditions at the Treatment Facilities. Owner and the Operator shall cooperate in good faith in pursuing reasonable measures to mitigate any threats to human health or safety and in preparing and implementing an emergency operations plan.

Owner shall be responsible for the direct payment or reimbursement to the Operator of all reasonable costs incurred by the Operator in responding to such emergency situation, including emergency repairs. Such Operator costs may include direct labor charges at standard Operator rates for services exceeding those required pursuant to this Agreement.

Section 2.20 - Litigation Support

At the request of Owner, Operator shall provide or arrange for, at Owner's expense, legal, regulatory, or technical assistance in connection with the Owner's defense or prosecution of any actions, claims, suits, or administrative or arbitration proceedings or investigations, whether pending, threatened, or newly initiated, relating to the Treatment Facilities. For such services the Owner shall pay the Operator its total costs incurred in its performance of such services multiplied by 1.15.

Section 2.21 - Accounting Records

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The Operator shall maintain up-to-date financial records as they apply to the services rendered by the Operator under the terms of this Agreement. All records will be kept in accordance with the Operator's standard accounting practices.

Section 2.22 – Disclosure of Information

The Operator represents and warrants that it has disclosed, and will in the future disclose, any and all information it has now, or may have in the future, relating to the Treatment Facilities that may be relevant to the Owner in performing its duties and obligations.

Section 2.23 – Law Changes

The Operator shall notify the Owner of any information received that concerns new or proposed laws, regulations, standards, or other requirements related to the operation of the Treatment Facilities. In the event that such legal changes result in increased efforts or costs, the Owner and the Operator shall cooperate to determine the amount of such increased efforts or costs. Operator and Owner agree to negotiate compensation for any such effort or cost increases resulting from new laws, regulations, standards, or other such requirements in good faith.

ARTICLE III RESPONSIBILITIES OF THE OWNER

Section 3.1 - Owner's Representative

On or before the effective date of this Agreement, the Owner shall designate an authorized representative (the "Authorized Representative") to administer this Agreement. Owner may change its Authorized Representative by written notice as provided in this Agreement. The Authorized Representative will be responsible for receiving and delivering all day-to-day communications exchanged between Owner and Operator during the term of this Agreement.

Section 3.2 - Permits

The Owner shall be responsible for obtaining and maintaining all necessary permits and licenses and for the payment of all fees required for Ownership and operation of the Treatment Facilities and the equipment owned by the Owner and used in connection with the Treatment Facilities.

Section 3.3 – Pretreatment Program

If enforcement of pretreatment standards for industrial user discharge is required by federal, state, or other applicable law, the Owner shall enact, maintain, and enforce an industrial pretreatment program that complies with federal, state, and local standards as well as all relevant permits, and the Clean Water Act.

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Section 3.4 - Compliance With Laws**CITY OF CLINTON**

The Owner shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the Treatment Facilities, except to the extent responsible for complying with the same is specifically delegated to the Operator in this Agreement.

The Operator shall assist the Owner in complying with all such laws, codes, ordinances, and regulations known to the Operator as they pertain to Operator services. Subject to the provisions of Section 2.1, the Owner shall be responsible for any fines or penalties arising out of noncompliance by Owner with all such laws, codes, ordinances and regulations.

Section 3.5 – Taxes

The Owner shall be responsible for all real and personal property ad valorem taxes, utility taxes and excise taxes applicable to the Treatment Facilities and the services provided for under this Agreement.

In the event that the State of Mississippi or any local governing authority should enact a professional service tax requiring the Operator to pay any sales or use taxes on the value of the services provided by the Operator hereunder, or the services provided by any subcontractor of the Operator, such payments shall be reimbursed by the Owner unless the Owner furnishes a valid and properly executed exemption certificate relieving the Owner and the Operator of the obligation for such taxes. In the event that Owner furnishes an exemption certificate which is invalid or not applicable to services by the Operator, the Owner shall, within thirty (30) days, indemnify and reimburse the Operator for any taxes, interest, penalties, and incremental costs, expenses, or fees which the Operator may incur or has incurred as a result of the Operator's reliance on such certificate.

Section 3.6 - Support

The Owner shall permit use by the Operator, without charge, of all facilities and equipment, under its Ownership as described in Exhibit One or as specified in future equipment or construction specifications. The Owner shall provide the Operator with all information necessary to operate and maintain the Treatment Facilities.

Section 3.7 - Expenditures for Capital Improvements and Repairs

The Owner is responsible for undertaking and paying Expenditures for Capital Improvements and Repairs (as defined in Attachment A) which become necessary under this Agreement. The Operator's obligations under this Agreement are predicated upon the Owner's completion of necessary Expenditures for Capital Improvements and Repairs at the Treatment Facilities in a timely manner. If the Owner fails to make the necessary Expenditures for Capital Improvements and Repairs, the Operator shall not be liable for any penalties, fines, costs, or damages arising from such failure.

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During the period of Owner's annual budget preparation, Operator shall provide a list of recommended capital improvements believed to be required for proper operation of the facilities covered under this Agreement. Should the Owner not approve any requested capital improvement, the Operator shall continue to perform its responsibilities on a 'best effort' basis.

Section 3.8 – Storm Water Discharge

The Owner shall be responsible for complying with applicable storm water discharge regulations under federal, state, and local laws.

Section 3.9 - Notice of Litigation

In the event that the Owner or the Operator receives notice of or undertakes the defense or the prosecution of any actions, claims, suits, or administrative or arbitration proceedings or investigations in connection with the Treatment Facilities, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

Section 3.10 - Disclosure of Information

The Owner represents and warrants that it has disclosed, and will in the future disclose, any and all information it has now, or may have in the future, relating to the Treatment Facilities that may be relevant to the Operator in performing its duties and obligations.

Section 3.11 - Electricity

The Owner shall continue to pay all electricity charges for the Treatment Facilities and shall provide the Operator with copies of all payment invoices. The Operator shall monitor electrical costs and usages at the various facility locations and present this information monthly to the Owner.

APR 03 2007**CITY OF CLINTON*****Section 3.12 – Law Changes***

The Owner shall notify the Operator of any information received concerning new or proposed laws, regulations, standards, or other requirements concerning the operation of the Treatment Facilities. In the event such legal changes result in increased efforts or costs, the Operator and the Owner shall cooperate to determine the amount of such increased efforts or costs. The Owner and the Operator agree to negotiate in good faith concerning compensation for any such effort or cost increases resulting from new laws, regulations, standards or other such requirements.

Section 3.13 – General Authority

The Owner shall perform all duties and discharge all responsibilities and obligations relating to its wastewater treatment system and the operation and maintenance of the Treatment Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement.

Section 3.14 – Maintenance

The Owner shall be responsible for maintaining the fencing around all Treatment Facilities.

The Owner agrees to provide a metal building of approximately 3,000 square feet to the Operator during the term of this lease or any extensions thereof. The Operator is to use this building solely to perform the operations, maintenance and management of the Treatment Facilities for the Owner. The Operator is responsible for the upkeep of this building, reasonable wear and tear accepted.

Section 3.15 – Prior Obligations

The Owner shall be responsible for obligations and liabilities incurred prior to the commencement date of the Operator providing services pursuant to this Agreement.

ARTICLE IV
TERM AND TERMINATION

Section 4.1 – Term

The term of this Agreement shall commence on the 1st day of October 2006, at 12:01 A.M. C.S.T. and shall continue until midnight on September 30, 2011 (the "Scheduled Termination Date"), unless the Agreement is terminated as provided herein.

This Agreement may be extended for additional five (5) year period(s) beyond the term of this Agreement with affirmative action by, and with the written consent of both parties. Such extended term(s) shall be upon the terms and conditions hereof, as the same may have been modified or changed as of the date of such extension. At least 180 days prior to the Scheduled Termination Date, the parties should decide and finalize whether this Agreement will be extended or allowed to

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expire in order to allow both parties time to prepare for such extension or expiration. CITY OF CLINTON

Section 4.2 - Termination

This Agreement may be terminated for breach or default (collectively, "breach"), but only if (i) the breach is a material one; (ii) the party claimed to have committed the breach has received written notice from the other party of such breach given in accordance with the notice provisions of Article VII of this Agreement, which notice shall state with reasonable specificity the breach complained of and which shall state that the claimed breach is of such a nature that it, in the opinion of the non-breaching party, would give the non-breaching party a right to terminate this Agreement unless the default is cured as set forth below; and (iii) the party claimed to have breached shall have neither cured the breach within a reasonable time, but in any event within not less than ten (10) nor more than thirty (30) days from the date of its receipt of written notice of breach or, with respect to a breach which cannot be cured within said period, shall have failed to take and continue within said period reasonable steps to cure such breach. Where a party is taking and continuing reasonable steps to cure such breach, the failure to complete the cure within the said period of thirty (30) days shall not constitute cause for the termination of this Agreement. It is expressly understood and agreed that the notice required and the right to cure afforded by this provision shall apply to each and every obligation of the parties under this Agreement, whether the obligation is a general or specific one.

In the event the Agreement is terminated by the Owner, the Owner may, at its option, request the Operator to continue to provide the Scope of Services as provided in this Agreement for ninety (90) days beyond the date of termination, in which event the Operator shall receive as compensation for such services its cost plus overhead, multiplied by 1.15. Notice of the intent to terminate shall be given in writing by personal service or by certified mail, return receipt requested, addressed to the person identified as the recipient of the notices pursuant to Article VII.

In the event that the Treatment Facilities shall be damaged or destroyed by natural disaster or otherwise, so that they are incapable of processing waste and the Owner, after consultation with the Operator, determines to shut down the Treatment Facilities, the Owner and the Operator shall each have the right, upon ninety (90) days prior notice to the other party, to terminate this Agreement. In the event the Owner determines to re-open the Treatment Facilities after such shut down, the Operator shall be entitled to provide services with respect to the Treatment Facilities upon the terms and conditions contained in this Agreement, as the same may be modified by the parties hereto based on good faith negotiations taking into account such changes as may have taken place with respect to the Treatment Facilities.

ARTICLE V COMPENSATION

Section 5.1 - Base Compensation

During each of the Owner's fiscal years, the Owner shall pay the Operator as compensation (the

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"Base Compensation") for services performed on the Treatment Facilities pursuant to this Agreement, Four Hundred and Fifty One Thousand, Five Hundred and Forty Seven Dollars, and Sixty Three Cents (\$451,547.63), subject to the adjustments hereinafter set forth. The Base Compensation shall be paid in twelve equal monthly installments of Thirty Seven Thousand, Six Hundred and Twenty Eight dollars and Ninety Seven Cents (\$37,628.97).

On each Adjustment Date (defined in Attachment A), the amount of the Base Compensation shall be increased on compounded basis by the Price Index Increase (defined in Attachment A). In no event shall the Base Compensation be reduced by virtue of this Section. No adjustments or re-computations, retroactive or otherwise, shall be made due to any revision which may later be made in the first published figure of the Price Index for any year.

Section 5.2 – Existing Combined Wastewater Flow Characteristics

The Base Compensation stated above is for the operation and maintenance of the Treatment Facilities at the existing combined wastewater flow characteristics at the commencement of this Agreement, as designated in Attachment B.

Section 5.3 – Repair and Replacement

In addition to the Base Compensation stated above, the Owner shall, on a monthly basis, reimburse the Operator for repair and replacement parts, maintenance materials and other consumables, and maintenance work performed by subcontractors as utilized by the Operator in order to maintain, repair and replace equipment at the Owner's Treatment Facilities during the term of this Agreement (hereinafter "Repair and Replacement Expenses"). Repair and Replacement Expenses shall, however, specifically exclude materials and supplies (grease, oil, tools and shop supplies) used for routine and expected preventive maintenance care of the equipment at the Treatment Facilities. The cost of such materials and supplies used during routine preventive maintenance is included in the Base Compensation.

The Owner shall reimburse the Operator for all Repair and Replacement Expenses in arrears on a monthly basis.

In some cases, the replacement of equipment may be more beneficial than repair. In any repair/replacement event exceeding a cost of \$1,500.00, the Operator shall obtain the cost to repair or replace the equipment. Owner and Operator shall mutually agree upon which action is to be taken and shall be approved by Owner.

Section 5.4 – Invoices and Payments

For each month that this Agreement is in effect, the Operator shall present an invoice to the Owner for the services which have been rendered, or which will be rendered, during that month. Each invoice shall include the monthly installment for Base Compensation, the monthly adjustment for

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the Repair and Replacement Expenses and any other sums that may be owed by the Owner to the Operator. The Operator shall present the invoice for each month as early as reasonably possible on or after the fifteenth day of that month, but in no event later than the last Tuesday of that month, so that the invoice may be approved for payment by the Owner's Mayor and the Board of Aldermen at the regular monthly meeting to be held on the first Tuesday of the next month. Upon presentation of the invoice for each month, in the time and manner specified above, the Owner shall make the payment for that month to the Operator. Each payment for a particular month shall be made by the Owner to the Operator on the first Wednesday of the next month. For any payment for a particular month which is not paid by the Owner by the forty-fifth day after submission of the invoice for that payment, the Owner shall pay interest to the Operator at one and one-half percent per month on the unpaid balance from the said forty-fifth day after submission of the invoice until the date of payment, as provided by Section 31-7-305 of the Mississippi Code of 1972, as amended. The Owner shall further reimburse the Operator for its costs of collection, including reasonable attorney's fees, in the event the Operator commences legal action to collect any sum past due.

Section 5.5 – Expenditures for Capital Improvements and Repairs

The Operator shall not be responsible for Expenditures for Capital Improvements and Repairs, as defined in Attachment A. Except as provided in Article II under the heading "Emergency Situations", prior to proceeding with repairs or replacements, the Operator shall submit to the Owner for approval all proposed Expenditures for Capital Improvements and Repairs. Each request for approval will identify the Expenditures for Capital Improvements and Repairs needed, the cause, the estimated costs, and the degree of urgency. If the Owner fails to approve the request, the Operator shall not be liable for any penalties, fines, costs or damages arising from the failure to make such Expenditures for Capital Improvements and Repairs.

Section 5.6 - Changes in Scope of Services

Except in case of emergency, the Operator shall not perform additional services or work where such services or work exceeds or changes the Scope of Services contemplated under Article II of this Agreement, without obtaining the prior written approval of the Owner. The Operator shall be entitled to additional compensation for such additional services or work. Such additional compensation shall include, but not be limited to, the Operator's costs, including overhead, multiplied by 1.15. Such additional compensation will be retroactive to the time of such changes. Within ninety (90) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum of additional compensation.

Changes in the Scope of Service include, but are not limited to, requests for additional services by the Owner, additional costs incurred in treating Abnormal or Biologically Toxic Material, disposing of sludge, meeting new or changed governmental regulations, testing regulations, or reporting requirements, including changed effluent standards, which increase the cost of operating the Treatment Facilities, or arising from construction of additions to, or modification of, the Treatment Facilities.

ARTICLE VI
RISK MANAGEMENT

Section 6.1 - Indemnification

Claims by Owner

With respect to any and all claims by Owner, the Operator agrees to indemnify and save harmless the Owner and each of its elected or appointed officers, employees and agents from and against any claims, demands, suits, liabilities, losses and expenses incurred by the Owner which are caused solely by the negligent acts or omissions of the Operator in the performance of its services under this Agreement; provided, however, that in the event that both Owner and Operator are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, Owner and Operator shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by Owner as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollutants or contaminant, the Operator's obligations to Owner for indemnity or otherwise shall not apply (i) if such removal, handling, storage, release, discharge, or other disposition is required by, or executed in accordance with, local, state or federal law, rule or regulation; and (ii) unless such loss, damage, injury or claim results from the gross negligence or willful misconduct of the Operator. As used in this section, the work "solely" refers to acts or omissions of the Operator wherein there is no negligence by the Owner.

The Operator shall not be liable, as a result of performance or non-performance of its obligations under the Agreement, for indirect or consequential damages, including, but not limited to, loss of profits or revenue or loss of the use of the Treatment Facilities, based upon contract negligence or any other cause of action, even if advised of the possibility of such damages. Provided, however, that this provision does not affect direct or actual damages for which the Operator may have liability to the Owner.

Section 6.2 – Operator's Insurance

The Operator shall maintain the following insurance during the term of this Agreement:

1. General Liability Insurance in the amount of not less than one million dollars (\$1,000,000) combined single limit for personal injury, bodily injury, and property damage.
2. Excess Liability Insurance (umbrella coverage) in the aggregate amount of Five Million (\$5,000,000) Dollars.
3. Worker's Compensation Insurance for all Operator employees employed at the Treatment Facilities in accordance with the requirements of Mississippi law.

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4. Automobile Liability Insurance for motor vehicles owned by the Operator in the amount of five hundred thousand dollars (\$500,000) for collision, comprehensive, bodily injury and property damage coverage.

The Owner shall be included as an additional insured on the General Liability, Excess Liability and Automobile Liability policies with respect to the Services performed under this Agreement except for any claim against or loss suffered by the Owner arising as a result of Owner's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the Owner's proportionate degree of negligence or fault.

Within thirty (30) calendar days of the date hereof, the Operator shall furnish the Owner with a certification of such insurance coverage and the fact that the Owner has been designated as an additional insured. These policies will be in effect at the time the Operator commences services hereunder at the Treatment Facilities.

Section 6.3 – Owner's Insurance

The Owner shall purchase and maintain General Liability Insurance in regard to the Treatment Facilities. The Owner shall be an self insured in regard to damage or loss of property at the Treatment Facilities, provided, however, that the Owner shall have the right, in its discretion, to purchase property insurance in regard to the Treatment Facilities. The Operator shall be named as an additional insured on the Owner's General Liability policy except for any claim against or loss suffered by the Operator arising as a result of Operator's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the Operator's proportionate degree of negligence or fault.

Within thirty (30) calendar days of the date hereof, Owner shall furnish the Operator with a certification of such insurance coverage and the fact that the Operator has been designated as an additional insured.

ARTICLE VII
MISCELLANEOUS

Section 7.1 - Relationship

The relationship of the Operator to the Owner is that of an independent contractor and authorized agent and not one of employment. None of the employees or agents of the Operator shall be considered employees of the Owner. For the purposes of all state, local and federal laws and regulations, the Owner shall exercise primary management and operational and financial decision-making authority.

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CITY OF CLINTON***Section 7.2 - Nondiscrimination***

The Operator shall refrain from unlawful discrimination in employment in employing personnel under this Agreement.

Section 7.3 - Entire Agreement; Amendments

This Agreement contains the entire agreement between the Owner and the Operator and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

Section 7.4 - Headings, Attachments and Exhibits

The headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

Section 7.5 - Waiver

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver or its rights to enforce such provisions in the future.

Section 7.6 - Assignment

This Agreement may not be assigned by either party without the prior written consent of the other; provided, however, that the Operator may assign its rights and obligations under this Agreement to one of its affiliates without the prior written consent of the Owner.

Section 7.7 - Access and Inspection by Owner

The Owner shall have the right to inspect the Treatment Facilities during normal business hours. An Operator representative shall be notified prior to, and shall be permitted to observe, the inspection. The Operator shall provide the Owner with access, during normal business hours and upon reasonable prior notice, to the Operator's financial and operating records related to the Treatment Facilities for the purpose of auditing costs or verifying the Operator's performance under this Agreement.

Section 7.8 - Force Majeure

A party's performance of any obligation under this Agreement, other than an obligation to pay money, shall be excused if, and to the extent that, the party is unable to perform because of events of force majeure, which shall include, but shall not be limited to, storms, floods and other Acts of God, the acts of civil or military authority, quarantine restrictions, riots, strikes, lockouts or other labor disputes, commercial impossibility, epidemics, fires, explosions and bombings, the inability to obtain or delays in obtaining permits or other private or governmental approvals, or because of

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any other cause or causes beyond the reasonable control of the party seeking to be excused from performance. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause which excused performance hereunder. A party invoking this force majeure provision shall immediately give written notice to the other party.

The Owner shall be responsible for maintenance and repair costs resulting from Force Majeure.

Section 7.9 - Authority to Contract

Each party warrants and represents that it has full power and authority to enter into this Agreement and to perform its obligations, including any payment obligations, under this Agreement.

Section 7.10 - Governing Law

- (a) The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 7.11 - Notices

All notices will be in writing and will be delivered in person or transmitted by certified mail, return receipt requested. Notices required to be given to the Operator will be addressed to:

Severn Trent Environmental Services, Inc.

Attention: Bob Maines

3810 I-55 Savannah St Exit

Jackson, MS 39284-7578

With Copy To:

The Elias Group

Attention: Dan Elias

411 Theodore Fremd Avenue
Suite 102
Rye, NY 10580

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CITY OF CLINTON

Notices required to be given to the Owner will be addressed to:

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

With Copy To:
Pyle, Dreher, Mills & Dye
Attorneys at Law
P.O. Box 23004
Jackson, MS 39225-3004

Section 7.12 - Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

IN WITNESS WHEREOF the parties have duly executed this Amended and Restated Agreement effective as of _____.

ATTEST:

Owner:

CITY OF CLINTON, MISSISSIPPI

BY: Rosemary A. Quetman
Title: Mayor

BOARD APPROVED

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ATTEST:
SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.

CITY OF CLINTON

BY _____
Title:

Attachment A

CITY OF CLINTON

Definitions

"Abnormal or Biologically Toxic Material" is defined as any substance or combination of substances contained in the plant influent in sufficient concentrations so as to (i) interfere with chemical constituents of the wastewater or cause a failure to meet the discharge requirements of the Owner's NPDES permit or (ii) create effluent, sludges, or other material classified as a hazardous waste under RCRA. Abnormal or Biologically Toxic Materials include, but are not limited to, heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA industrial pretreatment standards, the Sewer Use Ordinance of the Owner, or any applicable sewer use ordinance.

"Adequate Nutrients" is defined as nitrogen, phosphorus and iron contained in the wastewater influent flow received at the WWTP in such proportionate amounts relative to the minimum ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD₅.

"Adjustment Date" shall mean each and every first day of October commencing on October 1, 2001 during the term of this Agreement.

"Baseline Conditions" is defined as the existing flow and loading conditions specified in Attachment B.

"Discharge Violation" is defined as any violation of the Effluent Requirements as defined herein.

"Effluent Requirements" is defined as the following:

Effluent Requirements BOD₅

Plant	Flow gpd	BOD ₅ mg/l monthly average	BOD ₅ mg/l max. weekly average	BOD ₅ lbs. monthly average	BOD ₅ lbs. max. weekly average
Lovett Biolac	276,000	15	22.5	35	52
Northeast Biolac	300,000	10	15	25	38
Briars Biolac	630,000	10	15	53	79
Southside WWTP	3,500,000	10	15	292	438

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Effluent Requirements TSS

Plant	Flow gpd	TSS mg/l monthly average	TSS mg/l max. weekly average	TSS lbs. monthly average	TSS lbs. max. weekly average
Lovett Biolac	276,000	30	45	69	104
Northeast	300,000	30	45	75	113
Briars Biolac	630,000	30	45	157	236
Southside WWTP	3,500,000	30	45	876	1,314

Effluent Requirements NH3-N and Fecal Coliform

Plant	NH3-N	Fecal Coliform col./100mls monthly average May - Oct.	Fecal Coliform col./100 mls max. weekly average May - Oct.	Fecal Coliform col./100 mls monthly average Nov. - April	Fecal Coliform col./100 mls max. weekly average Nov. - April
Lovett Biolac	2/3	200	400	2,000	4,000
Northeast Biolac	2/3	200	400	2,000	4,000
Briars Biolac	2/3	200	400	2,000	4,000
Southside WWTP	2/3	200	400	2,000	4,000

"Expenditures for Capital Improvements and Repairs" is defined as any expenditure for equipment, major repair or replacement, or structure that significantly extends services life, represents a non-routine type of purchase, and costs \$1,500 or more.

"Treatment Facilities" is defined as all facilities (including wastewater treatment facilities and pump station/collection systems), and equipment as described in Exhibit One, together with the grounds, sewers, structures, pipes, and pumps at the sites of the said facilities. "Treatment Facilities" shall not include any sewers, under-ground pipes or other equipment located off the sites of the said facilities.

"Price Index" shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the US City Average for all Items, 1982-84=100 as published by the U.S. Department of Commerce, Bureau of Labor Statistics. In the event that the Price Index is changed, or if a substantial change is made in the terms or number of items contained in the Price Index, then, the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price

APR 03 2007

CITY OF CLINTON

Index in effect as of the date of this Agreement had not been altered. In the event such Price Index (or a successor or a substitute index is not available, a reliable governmental or other non-partisan publication evaluating the information therefore used in determining the Price Index acceptable to both parties shall be used.

"*Price Index Increase*" shall mean the percentage increase in the monthly Price Index in effect on each and every Adjustment Date over the monthly Price Index in effect on October 1, 2001.

Other Definitions

Other terms defined in this Agreement have the meanings so given them.

Attachment B**Existing Flow and Loading Conditions**

The Owner represents that the following are the flow and loading conditions at the Treatment Facilities during the period August 2001 to July 2006 (the "Baseline Conditions") and that the existing flow and loading conditions meet all the standards or requirements set forth in the Owner's sewer-use ordinance, meet all the standards or requirements of the Clean Water Act, as amended, and contain Adequate Nutrients, as defined in Attachment A.

Average Annual Flow and Loadings

Plant	Flow (MGD)	BOD5 (mg/l)	TSS (mg/l)
Lovett Biolac	0.250	123	251
Northeast Biolac	0.260	195	215
Briars Biolac	0.309	153	225
Southside WWTP	2.360	149	217

The foregoing Average Annual Flow and Loadings for each plant, when considered together, constitute the existing combined wastewater flow characteristics.

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Exhibit One**Treatment Facilities****CITY OF CLINTON**

Wastewater Treatment Facilities located at:

Wastewater Treatment Facility	Permit Number
Lovett Biolac	MS0023230
Northeast Biolac	MS0021164
Briars Biolac	MS0047619
Southside WWTP	MS0054992

Pump Station/Collection Systems located at:

1. Kelly Drive
2. Susie Lane
3. Rosa Lane
4. Manyfield Drive
5. Lovett Drive
6. Clinton Heights
7. Industrial Park
8. Woodmoor
9. Sleephollow
10. Garaywa Road
11. Royal Oak
12. Trailwood
13. 4-Cells
14. Country Meadow
15. Olde Vineyard #1
16. Banks Road
17. Hunter Oaks
18. Parker Drive
19. Northside
20. Briars TRT Plant
21. Northeast
22. Shady Springs
23. Jostens
24. Cotten Acres
25. Wickstead Road
26. Hunters Ridge
27. Trace Ridge Pump Station
28. 100 Cotton Acres
29. 104 Lauren Lane
30. 106 Lauren Lane
31. 1659 W. Northside Drive (next to No. 3 Fire Station)

BOARD APPROVED

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CITY OF CLINTON

32. Soccer Row (next to Parks and Recreation Center)
33. Baseball Alley (next to Field No. 6)
34. Soccer Row (Between Fields 7&8)
35. Baseball Field No. 3
36. 604 Clinton Blvd.
37. Southside Influent
38. Bruenburg
39. Cedar Grove
40. Hobby Farms #1
41. Hobby Farms #2
42. Bentwood Drive Pump Station
43. Stonebourne No.3 Pump Station
44. 100 Warrington Pump Station
45. Soccer Row No.2 Pump Station
46. Four Plex Pump Station
47. Business Park No.1
48. Business Park No.2
49. Business Park No.3
50. Hampstead Blvd. Pump Station
51. Cambridge Cove Pump Station
52. Hammett's Crossing Pump Station

Equipment

1. Dissolved Oxygen Meter, Hach, Model No. 16046, obliterated due to placement
2. pH Meter, Fischer Scientific, Model No. 1001, Serial No. 102386
3. pH Meter, Fischer Scientific, Model No. 1003, Serial No. 301109
4. Scales, Denver Instrument Co., Model No. 100A, Serial No. 0055841
5. Furnace, Barnstead/Thermolyne, Model No. FB1315M, Serial No. 745930800477
6. Oven, Fischer Scientific, Isotemp 500 Series, Serial No. 21000268
7. Vacuum Pump, Fischer Scientific, Model No. SA55JXGTD-4144, Serial No. 0792
8. 8-Foot Utility Trailer, Vehicle Identification No. 46UF0818N1025877 (returned to City in June 2001)

APR 03 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTON

BOARD MEETING DATE: April 3, 2007

AGENDA ITEM NO. 12

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Final Change Order for Mega Plastics Rail Spur Project

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

BOARD ACTION:MOTION MADE BY: DeanSECONDED BY: Fisher

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
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.

BOARD APPROVED

APR 03 2007

CITY OF CLINTON

RECEIVED
MAR 15 2007

CITY OF CLINTON
ENGINEERING DEPARTMENT

ABMB
ENGINEERS, INC.

March 14, 2007

Richard L. Broome, PE
City Engineer
City of Clinton
P.O. Box 156
Clinton, MS 39060-0156

RE: Megaplastics Rail Spur
Clinton, Mississippi
CDBG Project No. 1120-03-147-ED-01

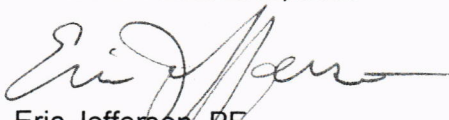
Dear Richard:

Transmitted are three (3) copies of the Final Change Order for the referenced project. This Construction Change Request is an adjustment to the project quantities and extensions of time granted to the contractor for work stoppages resulting from design changes and work by other contractors. We recommend that all retainage withheld be paid to the contractor and the City accept this project as completed in accordance with the bid documents.

Should you have any questions or need additional information, please feel free to call me.

Sincerely,

ABMB ENGINEERS, INC.


Eric Jefferson, PE

Attachments

*Dis/Act
Final Change Order
for Mega Plastics
Rail Spur Project*

F:\PROJECTS\1529 Clinton Rail Spur - MegaPlasti

700 NORTH STATE STREET, SUITE 300

901 JACKSON STREET VICKSBURG, MISSISSIPPI 39071

0433 f

BOARD APPROVED**APR 03 2007****CITY OF CLINTON****CONSTRUCTION CHANGE REQUEST**

No. 3
Date: March 15, 2007

Mayor and Board of Aldermen
City of Clinton, Mississippi
CDBG Project No. 1120-03-147-ED-01
Megaplastics Rail Spur

Attn: Mayor and Board of Aldermen
City of Clinton, Mississippi

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated below:

- A. PROPOSED To increase the contract time from 90 calendar days to 242 calendar days
REASON FOR CHANGES: Additional calendar days are due to the Contractor for time delays by MegaPlastics and from design changes and several work stoppages by KCS and by no fault of the Contractor
- B. PROPOSED Adjustment of contract pay quantities for work performed
REASON FOR CHANGES: Project is complete and all items of construction have been installed per plans

Previous or Plan Quantity

Pay Item					
S-200-A	mobilization	1 Lump	\$8,500.00	=	\$8,500.00
S-201-A	clearing and grubbing	1 Lump	\$3,500.00	=	\$3,500.00
S-203-E	excess excavation (FM)	1566 Lump	\$6.50	=	\$10,179.00
S-232	geotextile fabric stabilization	2883 Lump	\$2.00	=	\$5,766.00
S-603-A	16" steel casing (bored and jacked)	240 Lump	\$198.00	=	\$47,520.00
S-603-M-A	18" corrugated metal pipe, 12 ga., 2 1/2" corrugation	27 Lump	\$45.00	=	\$1,215.00
S-605-O	4" perforated plastic sewer pipe for underdrains (SDR 26)	130 Lump	\$4.50	=	\$585.00
901-S-612-A	4 Ft. high, chain link fence	553 Lump	\$8.00	=	\$4,424.00
RR-1	track assembly - 115 lb. Rail (relay)	660 Lump	\$90.00	=	\$59,400.00
RR-2	ballasting	660 Lump	\$92.00	=	\$60,720.00
RR-3	turnout assembly - frog - 115 lb. Rail	1 Lump	\$156,900.00	=	\$156,900.00
RR-4	derail assembly	0 Lump	\$1,350.00	=	\$0.00
S-1	project sign	1 Lump	\$1,200.00	=	\$1,200.00
S-212-A	agricultural limestone	1 Lump	\$900.00	=	\$900.00
S-212-B	commercial fertilizer (13-13-13)	1 Lump	\$750.00	=	\$750.00
S-214	seeding	0.5 Lump	\$300.00	=	\$150.00
Pay Item # RR-6	double switch point derail	1 Each	\$7,150.00	=	\$7,150.00
Pay Item #901-S-612-B	relocate existing fence	1 Lump	\$2,160.00	=	\$2,160.00

Original Value of Work Items **\$371,019.00**

Revised and Final Quantity

Pay Item					
S-200-A	mobilization	1 Lump	\$8,500.00	=	\$8,500.00
S-201-A	clearing and grubbing	1 Lump	\$3,500.00	=	\$3,500.00
S-203-E	excess excavation (FM)	1566 Lump	\$6.50	=	\$10,179.00
S-232	geotextile fabric stabilization	2883 Lump	\$2.00	=	\$5,766.00
S-603-A	16" steel casing (bored and jacked)	180 Lump	\$198.00	=	\$35,640.00
S-603-M-A	18" corrugated metal pipe, 12 ga., 2 1/2" corrugation	27 Lump	\$45.00	=	\$1,215.00
S-605-O	4" perforated plastic sewer pipe for underdrains (SDR 26)	130 Lump	\$4.50	=	\$585.00
901-S-612-A	4 Ft. high, chain link fence	553 Lump	\$8.00	=	\$4,424.00
RR-1	track assembly - 115 lb. Rail (relay)	660 Lump	\$90.00	=	\$59,400.00
RR-2	ballasting	660 Lump	\$92.00	=	\$60,720.00
RR-3	turnout assembly - frog - 115 lb. Rail	1 Lump	\$156,900.00	=	\$156,900.00
RR-4	derail assembly	0 Lump	\$1,350.00	=	\$0.00
S-1	project sign	1 Lump	\$1,200.00	=	\$1,200.00
S-212-A	agricultural limestone	0 Lump	\$900.00	=	\$0.00
S-212-B	commercial fertilizer (13-13-13)	0 Lump	\$750.00	=	\$0.00
S-214	seeding	0 Lump	\$300.00	=	\$0.00
Pay Item # RR-6	double switch point derail	1 Each	\$7,150.00	=	\$7,150.00
Pay Item #901-S-612-B	relocate existing fence	1 Lump	\$2,160.00	=	\$2,160.00

Revised Value of Work Items **\$357,339.00**

Net Increase in Construction Cost: **-\$13,680.00**

APPROVALS:

RECOMMENDED: March 15, 2007

Eric J. Hines
Project Engineer (ASME Engineers)

APPROVED: _____, 2007

Mayor, City of Clinton, Mississippi

ORIGINAL CONTRACT PRICE	\$243,109.00 (C)
TOTAL OF PREVIOUS CHANGE ORDERS	
Change Order No. 1 (9/16/05)	\$119,950.00
Change Order No. 2 (11/6/06)	\$7,960.00
Total CO adjustment:	\$127,910.00 (D)
CURRENT CONTRACT PRICE (ITEMS C + D)	\$371,019.00 (E)
Cost for This Change Order	-\$13,680.00 (F)
TOTAL CONTRACT AMOUNT WITH REQUESTED CHANGE ORDER (E + F)	\$357,339.00 (G)

BOARD APPROVED

APR 03 2007

CITY OF CLINTON

CONSTRUCTION CHANGE REQUEST

No. 3
Date: March 15, 2007

Mayor and Board of Aldermen
City of Clinton, Mississippi
CDBG Project No. 1120-03-147-ED-01
Megaplastics Rail Spur

Attn: Mayor and Board of Aldermen
City of Clinton, Mississippi

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated below:

A PROPOSED To increase the contract time from 90 calendar days to 242 calendar days
REASON FOR CHANGES Additional calendar days are due to the Contractor for time delays by MegaPlastics and from design changes and several work stoppages by KCS and by no fault of the Contractor

B PROPOSED Adjustment of contract pay quantities for work performed
REASON FOR CHANGES Project is complete and all items of construction have been installed per plans

Previous or Plan Quantity

Pay Item	Quantity	Unit	Rate	Amount
S-200-A mobilization	1	Lump	\$8,500.00	\$8,500.00
S-201-A clearing and grubbing	1	Lump	\$3,500.00	\$3,500.00
S-203-E excess excavation (FM)	1566	Lump	\$6.50	\$10,179.00
S-232 geotextile fabric stabilization	2883	Lump	\$2.00	\$5,766.00
S-603-A 16" steel casing (bored and jacked)	240	Lump	\$198.00	\$47,520.00
S-603-M-A 18" corrugated metal pipe, 12 ga., 2 1/2" corrugation	27	Lump	\$45.00	\$1,215.00
S-605-O 4" perforated plastic sewer pipe for underdrains (SDR 26)	130	Lump	\$4.50	\$585.00
901-S-612-A 4 Ft. high, chain link fence	553	Lump	\$8.00	\$4,424.00
RR-1 track assembly - 115 lb. Rail (relay)	660	Lump	\$90.00	\$59,400.00
RR-2 ballasting	660	Lump	\$92.00	\$60,720.00
RR-3 turnout assembly - frog - 115 lb. Rail	1	Lump	\$156,900.00	\$156,900.00
RR-4 derail assembly	0	Lump	\$1,350.00	\$0.00
S-1 project sign	1	Lump	\$1,200.00	\$1,200.00
S-212-A agricultural limestone	1	Lump	\$900.00	\$900.00
S-212-B commercial fertilizer (13-13-13)	1	Lump	\$750.00	\$750.00
S-214 seeding	0.5	Lump	\$300.00	\$150.00
Pay Item # RR-6 double switch point derail	1	Each	\$7,150.00	\$7,150.00
Pay Item #901-S-612-B relocate existing fence	1	Lump	\$2,160.00	\$2,160.00

Original Value of Work Items \$371,019.00

Revised and Final Quantity

Pay Item	Quantity	Unit	Rate	Amount
S-200-A mobilization	1	Lump	\$8,500.00	\$8,500.00
S-201-A clearing and grubbing	1	Lump	\$3,500.00	\$3,500.00
S-203-E excess excavation (FM)	1566	Lump	\$6.50	\$10,179.00
S-232 geotextile fabric stabilization	2883	Lump	\$2.00	\$5,766.00
S-603-A 16" steel casing (bored and jacked)	180	Lump	\$198.00	\$35,640.00
S-603-M-A 18" corrugated metal pipe, 12 ga., 2 1/2" corrugation	27	Lump	\$45.00	\$1,215.00
S-605-O 4" perforated plastic sewer pipe for underdrains (SDR 26)	130	Lump	\$4.50	\$585.00
901-S-612-A 4 Ft. high, chain link fence	553	Lump	\$8.00	\$4,424.00
RR-1 track assembly - 115 lb. Rail (relay)	660	Lump	\$90.00	\$59,400.00
RR-2 ballasting	660	Lump	\$92.00	\$60,720.00
RR-3 turnout assembly - frog - 115 lb. Rail	1	Lump	\$156,900.00	\$156,900.00
RR-4 derail assembly	0	Lump	\$1,350.00	\$0.00
S-1 project sign	1	Lump	\$1,200.00	\$1,200.00
S-212-A agricultural limestone	0	Lump	\$900.00	\$0.00
S-212-B commercial fertilizer (13-13-13)	0	Lump	\$750.00	\$0.00
S-214 seeding	0	Lump	\$300.00	\$0.00
Pay Item # RR-6 double switch point derail	1	Each	\$7,150.00	\$7,150.00
Pay Item #901-S-612-B relocate existing fence	1	Lump	\$2,160.00	\$2,160.00

Revised Value of Work Items \$357,339.00

Net Increase in Construction Cost: -\$13,680.00

APPROVALS:

RECOMMENDED: March 15, 2007

Project Engineer (ABMS Engineer)
APPROVED: _____, 2007

Mayor, City of Clinton, Mississippi

ORIGINAL CONTRACT PRICE	\$243,109.00 (C)
TOTAL OF PREVIOUS CHANGE ORDERS	
Change Order No. 1 (9/16/05)	\$119,950.00
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Cost for This Change Order	-\$13,680.00 (F)
TOTAL CONTRACT AMOUNT WITH REQUESTED CHANGE ORDER (E + F)	\$357,339.00 (G)

APR 03 2007

CITY OF CLINTON

CONSTRUCTION CHANGE REQUEST

No. 3
Date: March 15, 2007

Mayor and Board of Aldermen
City of Clinton, Mississippi
CDBG Project No. 1120-03-147-ED-01
Megaplastics Rail Spur

Attn: Mayor and Board of Aldermen
City of Clinton, Mississippi

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated below:

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B. PROPOSED: Adjustment of contract pay quantities for work performed
REASON FOR CHANGES: Project is complete and all items of construction have been installed per plans

Previous or Plan Quantity

Pay Item	Quantity	Unit	Rate	Amount
S-200-A mobilization	1	Lump	\$8,500.00	\$8,500.00
S-201-A clearing and grubbing	1	Lump	\$3,500.00	\$3,500.00
S-203-E excess excavation (FM)	1566	Lump	\$6.50	\$10,179.00
S-232 geotextile fabric stabilization	2883	Lump	\$2.00	\$5,766.00
S-603-A 16" steel casing (bored and jacked)	240	Lump	\$198.00	\$47,520.00
S-603-M-A 18" corrugated metal pipe, 12 ga., 2 1/2" corrugation	27	Lump	\$45.00	\$1,215.00
S-605-O 4" perforated plastic sewer pipe for underdrains (SDR 26)	130	Lump	\$4.50	\$585.00
901-S-612-A 4 Ft. high, chain link fence	553	Lump	\$8.00	\$4,424.00
RR-1 track assembly - 115 lb. Rail (relay)	660	Lump	\$90.00	\$59,400.00
RR-2 ballasting	660	Lump	\$92.00	\$60,720.00
RR-3 turnout assembly - frog - 115 lb. Rail	1	Lump	\$156,900.00	\$156,900.00
RR-4 derail assembly	0	Lump	\$1,350.00	\$0.00
S-1 project sign	1	Lump	\$1,200.00	\$1,200.00
S-212-A agricultural limestone	1	Lump	\$900.00	\$900.00
S-212-B commercial fertilizer (13-13-13)	1	Lump	\$750.00	\$750.00
S-214 seeding	0.5	Lump	\$300.00	\$150.00
Pay Item # RR-6 double switch point derail	1	Each	\$7,150.00	\$7,150.00
Pay Item #901-S-612-B relocate existing fence	1	Lump	\$2,160.00	\$2,160.00
Original Value of Work Items				\$371,019.00

Revised and Final Quantity

Pay Item	Quantity	Unit	Rate	Amount
S-200-A mobilization	1	Lump	\$8,500.00	\$8,500.00
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S-212-B commercial fertilizer (13-13-13)	0	Lump	\$750.00	\$0.00
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Revised Value of Work Items				\$357,339.00

Net Increase in Construction Cost: **-\$13,680.00**

APPROVALS:

RECOMMENDED: March 15, 2007

APPROVED: E. J. Myers 2007
Project Engineer (ABME Engineering)

Mayor, City of Clinton, Mississippi

ORIGINAL CONTRACT PRICE	\$243,109.00 (C)
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