CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, FEBRUARY 21, 2006 – 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 Bishop 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
	Mike Morgan – Alderman Ward 5
Absent:	Phil Fisher – Alderman Ward 4
	William Barnett – Alderman Ward 6

RECOGNITION

Mayor Aultman recognized the Clinton High School Boy's Soccer Team for Winning Class 5A State Championship.

APPROVAL OF AGENDA ITEMS A-EE

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

GRAPHIC PACKAGING – ASSIGNMENT OF GROUND LEASE

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve Graphic Packaging's assignment of its ground lease with the City. The assignment would be to CrenShaw Investments, LLC of Shreveport, LA. There would be no change in the rent paid to the City. A copy of the assignment and assumption agreement is attached. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF A DONATION IN THE AMOUNT OF $2,500.00 FOR THE FIRE DEPARTMENT

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to accept a donation in the amount of $2,500.00 for the Fire Department for the purchase of extrication suits for the special operations team which includes bibs/coveralls for 25 employees. **MOTION CARRIED UNANIMOUSLY**

CONTRACT FOR UTILITIES BILLING SOFTWARE FOR WATER DEPARTMENT

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to authorize Mayor Aultman to enter into a contract with Systems Support Company -Sole Source- for utilities billing software for water department in the amount of $10,300.00. A copy of the contract is attached. **MOTION CARRIED UNANIMOUSLY**

ENGINEERING CONTRACT AMENDMENT FOR TRACEWAY PARK

Upon presentation by Richard Broome, City Engineer, MOTION made by Alderman Bishop and **SECONDED** by Alderman Morgan to approve additional engineering contract for Traceway Park. See attached letter from Alford Engineering dated February 15, 2006. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:51 P.M.

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

APPROVED: Rosemary G. Aultman — March 2, 2006
Rosemary Aultman, Mayor — Date

ATTEST: Russell L Wall — March 3, 2006
Russell L. Wall, City Clerk — Date

BOARD APPROVED

FEB 21 2006

CITY OF CLINTON

Kenneth R. Dreher, P.A.

ATTORNEY AT LAW
761 CLINTON PARKWAY
CLINTON, MISSISSIPPI 39056

KENNETH R. DREHER
ATTORNEY AT LAW

JANINE BELL
PARALEGAL

TELEPHONE: (601) 924-1966
TELECOPIER: (601) 924-1123

MEMORANDUM

TO: MAYOR AND BOARD OF ALDERMEN

FROM: KENNETH R. DREHER

DATE: FEBRUARY 13, 2006

RE: GRAPHIC PACKAGING – ASSIGNMENT OF GROUND LEASE

This item will be on the agenda for the 2/21/06 meeting.

Graphic Packaging (GP) wants the City to approve the assignment of its ground lease with the City. The assignment would be to CrenShaw Investments, LLC of Shreveport, LA. There would be no change in the rent paid to the City.

GP has abandoned the property. Crenshaw would use the facility as a distribution center. CrenShaw is also purchasing the adjoining property from GP. CrenShaw anticipates using 3 employees initially and hopes to employ more as the project develops.

The assignment also requires the approval of the Mississippi Development Authority.

The property is located in the Industrial Park and the general background of the project is set out in the assignment.

This matter has been discussed several times but feel free to call or email me if you have any questions.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of February 21, 2006, (the "Assignment"), among the City of Clinton, Mississippi (the "City"), a body politic and corporate duly organized and existing under the Constitution and laws of the State of Mississippi, acting by and through its Mayor and Board of Aldermen (the "Governing Body"), Graphic Packaging International, Inc., a Delaware corporation, successor in interest to Manville Forest Products Corporation, ("Assignor"), and CrenShaw Investments, LLC, a Mississippi limited liability company ("Assignee").

WITNESSETH:

WHEREAS, the City entered into an agreement entitled Industrial Enterprise Contract dated June 23, 1959, with First Carton Corporation (the "Basic Agreement) under which the Issuer issued its General Obligation Bonds dated April 1, 1960, in the principal amount of $275,000 all of which were timely paid and none remain outstanding. The proceeds of the Bonds were used to finance the cost of acquiring certain real property located in the City (the "Site"), more particularly described on Exhibit "A" attached hereto; and to construct buildings thereon and improvements thereto (the "Buildings") which were leased to First Carton Corporation under the Basic Agreement (which Site and Building improvements are referred to collectively herein as the "Project");

WHEREAS, by way of an Assignment dated December 28, 1963, Southern Carton Corporation, successor corporation to First Carton Corporation, assigned its right, title and interest in the Basic Agreement to Consolidated Paper Company, a Michigan corporation ("Consolidated"), which Assignment was approved by the City by resolution on July 13, 1964, and by the Mississippi A & I Board, forerunner of the Mississippi Development Authority, on August 26, 1964;

WHEREAS, the City and Consolidated entered into a Contract dated September 28, 1964 (the "1964 Contract") under which the City issued its Industrial Revenue Bonds dated December 1, 1964, in the principal amount of $250,000, all of which have been timely paid and none remain outstanding; which Bonds were issued to construct an expansion to the original Project and the acquisition of related equipment. The 1964 Contract provided that the Basic Agreement would remain as the master lease from the City except for expressed changes in the 1964 Contract;

WHEREAS, the 1964 Contract was amended by an Amendment to Contract dated October, 1964, whereby the annual renewal rental under the 1964 Contract was increased from $1,500 to $2,000 per year; and

WHEREAS, the City and Consolidated entered in an Industrial Revenue Bond Contract dated December 7, 1971 (the "1971 Contract") under which the City issued its Industrial Revenue Bonds dated November 1, 1971, in the principal amount of $430,000, all of which have been timely paid and none remain outstanding, which Bonds were

issued to construct an expansion to the original Project and the acquisition of related equipment. The 1971 Contract provided that the Basic Agreement would remain as the Master lease from the City except for expressed changes in the 1964 and 1971 contracts;

WHEREAS, by Assignment and Assumption Agreement, dated as of November 29, 1984, Manville Forest Products Corporation, the predecessor of Assignor, assumed all of the obligations, covenants, terms, conditions and agreements of the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto, and having met and complied with each of the terms and conditions found therein, continues to occupy the leasehold created thereby and enjoys the rights to further assign found therein;

WHEREAS, the Basic Agreement, the 1964 Contract and the 1971 Contract are now in full force and effect;

WHEREAS, the City desires to have the Project remain in operation and thereby to promote the industrial development of the City and the general welfare of the citizens thereof and to provide gainful employment;

WHEREAS, the Assignor has determined that it is in its best interest to convey the Project and the Assignor wishes to assign all its right, title and interest in and to the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto as set out above and the leasehold estate created thereby, and be relieved of all further liability with respect thereto to the extent provided therein; and

WHEREAS, the Assignee is willing to assume Assignor's obligations under and pursuant to the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto and plans to utilize the Project as an industrial enterprise, which use will result in the promotion of the economic development of the City and the general welfare of the citizens thereof by providing employment opportunities; and,

WHEREAS, this Assignment is subject to the approval of the Mississippi Development Authority (the "Board").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged and of the mutual covenants and undertakings herein expressed and the mutual benefits to be realized by the parties pursuant hereto, Assignor and Assignee hereby agree as follows:

SECTION 1. Assignment and Assumption. Pursuant to the provisions of the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto, the Assignor hereby assigns, sets over, transfers and delivers all of its obligations, rights, title and interest in and to the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto and the leasehold estate created thereby, to Assignee, and Assignee hereby assumes all of the obligations, covenants, conditions and agreements of Assignor thereunder, for the full unexpired term of the Basic Agreement, the 1964 Contract and the

1971 Contract on all the terms and conditions therein set forth, including, without limitation, the obligation to pay lease payments as and when due, the option to purchase and the option to renew the Basic Agreement, the 1964 Contract, the 1971 Contract, and the amendments thereto.

SECTION 2. Representations and Warranties of City. The City hereby consents to and approves the herein described Assignment and the leasehold estate created thereby. The City hereby further represents and warrants as follows:

(a) That the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto are the sole agreements between the City and the Assignor and that the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto are now in full force and effect.

(b) That the City has not received any notice that the rights of the Assignor under the Basic Agreement, the 1964 Contract and the 1971 Contract have been voluntarily or involuntarily transferred or assigned to or encumbered by anyone other than the Assignor.

(c) That there are no fire, safety, health, building or zoning ordinance violations (or alleged violations) affecting the Project.

(d) That upon consummation of this assignment by Assignor to Assignee, the City shall recognize Assignee as having succeeded to and acquired all rights, powers and privileges of Assignor under the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto, including but not limited to, the right of Assignee and its successors and assigns to use the Project as permitted by the Act.

(e) That the City has not received any notice of default or events of default which with notice and lapse of time would constitute a default under the Basic Agreement, the 1964 Contract, the 1971 Contract and amendments thereto, and that the City is not in default in the performance of any covenants, obligations, agreements or condition contained in the Basic Agreement, the 1964 Contract, the 1971 Contract, and the amendments thereto.

SECTION 3. Covenants of Assignee. The Assignee hereby accepts said assignment and covenants as follows:

(a) That the Assignee shall abide by, perform and discharge or cause to be performed and discharged each and every obligation, covenant and agreement contained in the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto to be performed.

(b) That the Assignee shall not change, amend, terminate, rescind or in any way alter or modify the terms of the Basic Agreement, the 1964 Contract, the 1971 Contract, and the amendments thereto, except in accordance with the terms thereof.

(c) That the Assignee agrees to defend and indemnify the City and the Assignor against all claims, allegations, litigation, judgments, damages, expenses, costs (including reasonable attorneys' fees) caused by or arising out of failure of Assignee to perform any obligation hereunder.

(d) That the Assignee will utilize the project and the premises in conformity with the provisions of the Act.

SECTION 4. Brokers. The Assignor and Assignee agree that neither dealt with any broker, finder or similar agent in connection with this Assignment and no commission or compensation to a broker, finder or similar agent shall be due in connection therewith.

SECTION 5. Quiet Enjoyment. Anything contained in this Assignment to the contrary notwithstanding, as long as the Assignee performs each covenant, agreement and other obligation to be performed by it in the manner required by the Basic Agreement, the 1964 Contract, the 1971 Contract and the amendments thereto and this Assignment, the Assignee shall be entitled to the use of the Project in the manner provided in the Basic Agreement, the 1964 Contract, the 1971 Contract, and the amendments thereto.

SECTION 6. Entire Agreement. This Assignment represents the entire and integrated agreement of the parties hereto, and the parties hereby acknowledge that there are no statements, representations, inducements or agreements made by or between the parties hereto or made by or with any other party, except as expressly set forth herein.

SECTION 7. Law Governing. This Assignment shall be governed by the laws of the State of Mississippi.

SECTION 8. Severability. If any clause, provision or Section of this Assignment is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

SECTION 9. Effective Date: Counterparts. This Assignment shall become effective upon its delivery, subject to approval by the Mississippi Development Authority. This Assignment may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 10. Binding Effect. This Assignment shall inure to the benefit of the Assignor, the Assignee, the City and their respective successors and assigns and shall be binding upon the Assignor and the Assignee and their respective successors and assigns.

SECTION 11. Headings. The headings of provisions of this Assignment are inserted for convenience only and shall not be deemed to constitute a part of this Assignment.

SECTION 12. Notices. All notices, demands and requests which may or are required to be given by any party to another party shall be given as follows:

If to the City:

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

If to the Assignor:

Graphic Packaging International, Inc.
835 A-1 Franklin Court
Marietta, GA 30067

If to the Assignee:

CrenShaw Investments, LLC
6007 Financial Plaza, Suite 411
Shreveport, LA 71129

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed in their respective names and have caused their respective seals to be hereunto affixed and attested by their duly authorized officers, and have caused this Assignment to be dated as of the date first above written, although actually executed on the date specified in their respective acknowledgments hereto.

City of Clinton, Mississippi

By: Rosemary H. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell L Wall
City Clerk

Graphic Packaging International, Inc.
(Assignor)

By: _____

Its: _____

ATTEST:

_____

CrenShaw Investments, LLC
(Assignee)

By: _____

Its: _____

ATTEST:

_____

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 21 day of February, 2006, within my jurisdiction, the within named Rosemary Aultman and Russell L. Wall, who acknowledged that they are the Mayor and City Clerk respectively of the CITY OF CLINTON, MISSISSIPPI, and that for and on behalf of the said municipality, and as its act and deed they did sign, seal and deliver the above and foregoing instrument of writing on the day and year therein mentioned, having first been duly authorized so to do by order adopted at the

First Regular Meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi held on February 21, 2006.

Joyce Carol Warren
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 10, 2006
BONDED THRU STEGALL NOTARY SERVICE

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2006, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of Graphic Packaging International, Inc., a Delaware corporation, successor in interest to Manville Forest Products Corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2006, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of CrenShaw Investments, LLC, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed he/she executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

_____
NOTARY PUBLIC

My Commission Expires:

_____

EXHIBIT A

A parcel of land situated in the Northwest Quarter (NW ¼) of Section 19, Township 6 North, Range 1 West in Hinds County, Mississippi, particularly described as beginning at a point 773 feet South of the Northwest corner of the NW ¼ of Section 19, T6N, R1W, run thence East 769.6 feet to a point; thence South 17 degrees 02 minutes west 469.8 feet to a point; thence South 325.75 feet to a point; thence west 632 feet to a point; thence North 774.95 feet to the point of beginning containing 12 acres, more or less, together with an undivided one-fourth interest in the oil, gas and minerals in, on or under said tract. The other undivided three-fourths interest in the oil, gas and minerals in, on or under said tract is excepted herefrom, same having been reserved by a prior owner of said lands.

Pyle, Mills & Dye, P.A.

ATTORNEYS AT LAW
800 AVERY BOULEVARD NORTH, SUITE 101
RIDGELAND, MISSISSIPPI 39157

Telephone:
(601) 957-2600
Telecopier:
(601) 957-7440

PRELIMINARY
CERTIFICATE OF TITLE

January 27, 2006

CrenShaw Investments, LLC

RE: A parcel of land situated in the Northwest Quarter (NW ¼) of Section 19, Township 6 North, Range 1 West in Hinds County, Mississippi, particularly described as beginning at a point 773 feet South of the Northwest corner of the NW ¼ of Section 19, Township 6 North, Range 1 West, run thence East 769.6 feet to a point; thence South 17 degrees 02 minutes west 469.8 feet to a point; thence South 325.75 feet to a point; thence west 632 feet to a point; thence North 774.95 feet to the point of beginning containing 12 acres, more or less.

Dear Mr. Shaw:

This is to certify that the undersigned has made a careful examination of the public records of the First Judicial District of Hinds County, Mississippi, insofar as said records affect title to the above-described property. Said examination covers a period of time thirty-two (32) years next preceding the date hereof and continues down to and includes the date as set forth below. From said examination, it is my opinion that fee simple title to the above-described property is vested in the City of Clinton, Mississippi subject to leasehold interest of Graphic Packaging International, Inc., successor of Manville Forest Products Corporation, subject to the following exceptions, to-wit:

1. Ad valorem taxes for the year 2005 constitute a lien against the subject property, and were due and payable until January 1, 2006, bearing penalty and interest after February 1, 2006.

2. Ad valorem taxes for the year 2006 constitute a lien against the subject property, but are not due and payable until January 1, 2007.

3. Prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in, on or under the subject property.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record, including lack of access, which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible form the surface.

6. Terms and Conditions of that certain Industrial Enterprise Contract executed by and between The Board of Aldermen of The Municipality of Clinton, Mississippi and First Carton Corporation of Jackson, Mississippi, dated 6/23/59 and filed 3/29/61 at 4:35 P.M., recorded in Book 1278, Page 147.

7. Amendment of Industrial Enterprise Contract executed by and between The Municipality of Clinton, Mississippi, acting through its Board of Aldermen and First Carton Corporation, dated 2/17/60 and filed 3/29/61 at 4:35 P.M., recorded in Book 1278, Page 140.

8. Consent and Waiver by Landlord of Real Estate executed by City of Clinton, Mississippi to UNIONBANC Leasing Corporation dated January 3, 1995 filed on March 15, 1995 at 8:43 AM recorded in Book 4426 Page 93.

9. Resolution approving the Assignment by Consolidated Packaging Corporation of Certain Lease Agreements between the City of Clinton, Mississippi and Consolidated Packaging Corporation filed on February 21, 1996 at 8:16 AM, Recorded in Book 4568 Page 481.

10. Deed of Trust, Security Agreement & Assignment of Leases & Rents & Fixture Filing executed by Graphic Packaging International, Inc. (fka Riverwood International Corporation) to Jim B. Tohill, Trustee for JP Morgan Chase Bank, as Administrative Agent, Beneficiary dated August 8, 2003 filed on August 20, 2003 at 3:02 PM recorded in Book 5865 Page 698, does not show an amount, but shows being due August 8, 2010.

11. UCC Financing Statement executed by Graphic Packaging International, Inc. to JP Morgan Chase Bank filed on August 13, 2003 at 8:32 AM, Recorded in Book 5857 Page 849.

12. UCC-1 Financing Statement executed by Riverwood International Corporation to The Chase Manhattan Bank, fka Chemical Bank, as Administrative Agent filed on July 30, 1996 and Recorded in Book 4640 Page 7.

13. Judgment No. 99-443 against City of Clinton, Mississippi by Ernest Smith, dated August 12, 2002, rendered in Circuit Court, enrolled in Judgment Roll No. 493 Page 287, in the amount of $150,000.00.

14. Judgment No. 97-6125 against City of Clinton, Mississippi by Edward & Barbara Ratliff, J. Harrison & Deposit Guaranty National Bank, dated April 17, 1998, rendered in County/Eminent Domain Court, enrolled in Judgment Roll No. 376 Page 83, in the amount of $192,000.00.

15. Covenants and Restrictions recorded in the Hinds County Chancery Clerk's office in Book 2898, Page 362; Book 2898, Page 378; Book 2898, Page 394; Book 2950, Page 505.

The period of time covered by this Certificate of Title extends down to and includes September 20, 2005, at 8:00 A.M.

Sincerely,

Pyle, Mills & Dye, P.A.

By: _____
James H. Gabriel

JHG/mmh
Gabe/Graphic Packaging
CERT OF TITLE-PARCEL II

interoffice
MEMORANDUM

To: Carol
From: Lucy
Date: February 14, 2006
Re: February 21st Agenda

Under recognitions for the next agenda please add the Clinton High School Boy's Soccer Team. The Mayor will recognize them for winning the Class 5A State Championship.

from the desk of...

Lucy Lupo
Executive Asst. to the Mayor
City of Clinton
Post Office Box 156
Clinton, Mississippi 39060
Telephone: 601-924-5462
Fax: 601-924-0113

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 2-21-06 AGENDA ITEM NO. 7.

BOARD APPROVED

FEB 21 2006

CITY OF CLINTON

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: GRAPHIC PACKAGING - ASSIGNMENT OF GROUND LEASE

INTRODUCED BY: KEN DREHER TELEPHONE: 601-924-1966

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	A		
Morgan	✓		
Barnett	A		
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.

CITY OF CLINTON AGENDA ITEM FACT SHEET1

BOARD MEETING DATE: February 21, 2006 8.
AGENDA ITEM NO.:

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

Chief J. Barry Burnside

DISCUSSION/ACTION – Acceptance of a donation in the amount of $2500.00 for the purchase of extrication suits for the special operations team. Bibs/coveralls for 25 employees.

INTRODUCED BY –

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Greer

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

FEB 21 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACTSHEET

BOARD MEETING DATE: February 21, 2005 AGENDA ITEM NO. 9.

CONSENT AGENDA:

FOR: Discussion/Action of contract for Utilities Billing Software for Water Department

"Sole Source"

INTRODUCED BY: Tim Rogers, Director of Public Works TELEPHONE: 924-2239

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other :
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:	"AYE"	"NAY"		ACTION TAKEN:
Brabham	✓			
Hisaw	✓			
Greer	✓			
Bishop	✓			
Fisher	A			
Morgan	✓			
Barnett	A			
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.

SSC

BOARD APPROVED

FEB 21 2006

CITY OF CLINTON

SYSTEMS SUPPORT COMPANY

February 8, 2006

Robert Richey, Utility Manager
City of Clinton
P.O. Box 156
Clinton, MS 39060

Mr. Ritchey;

Enclosed you will find two copies of the contract. Behind your copy is the invoice for the Utility<>2000 software. Please sign the other copy and return it and your payment, as detailed on last page of the contract, to:

Systems Support Company
8730 Thomas Drive
Suite 1110D
Panama City Beach, FL. 32408

Once returned, I will send you a complete set of the documentation and coordinate the conversion and installation processes.

I have enclosed several examples of laser bills and matrix printer bills we have done in the past. We can do the same type bill format for Clinton, customize the form to match the one you are currently using, or help you create a new format if you so desire. Just let me know which way you want to proceed.

From Dennis I will need a copy of the conversion file layout and a copy of the download and upload file formats for your handhelds.

If you have any questions, just give me a call.

Thank you for selecting Systems Support Company as your new software source. I promise we will make every effort to make The City of Clinton a satisfied customer.

Sincerely,

Brad Trim, Owner
Systems Support Company

9851 THOMAS DRIVE • SUITE 205 • PANAMA CITY BEACH, FLORIDA 32408
TELEPHONE 850-236-9494 • FAX 850-236-9419

Contract # 0602081
(to be assigned by SSC)

Standard End User Agreement for use of Systems Support Company

This agreement entered into the day below written between

The City of Clinton

END USER (Full Legal Name)

hereinafter called "END USER", and SYSTEMS SUPPORT COMPANY, a Florida company hereinafter called "SSC", in consideration for the use of certain proprietary software;

Utility<>2000
---
hereinafter called "LICENSED SOFTWARE"

1.0 DEFINITIONS

1.1 "Software" means the totality of the processes and routines used in processing the kind of information to which the LICENSED SOFTWARE refers. It includes program vocabularies (source code), machine readable code (compiled or interpreted code), human readable code (printed listings), and ancillary materials such as User instructions, design specifications, and other references, documentation, and any updates or revisions to the software furnished to END USER by SSC.

1.2 "USE" means loading all or any portion of the LICENSED SOFTWARE from storage units or media into one CPU, or multiple CPUs if they are supported by one multiplexed disk drive and are not more than 1000 feet in distance from that disk drive. The right to "USE" does not include the right to copy (except for "back-up purposes") or modify or reproduce without first obtaining the express written permission of SSC.

1.3 "END USER" means a company, firm or individual whose only purpose in obtaining a license for the LICENSED SOFTWARE is for its own in-house use. Persons providing data processing services commonly know in the industry as "Time-Sharing" or "Service Bureau"; persons intending to resell, trade, or barter the LICENSED SOFTWARE, or Computer Hardware Manufacturers, are explicitly excluded from END USER status unless expressed written permission is given by SSC.

2.0 PURPOSE OF AGREEMENT

2.1 This agreement entered into in order to protect the proprietary nature of such software, to insure the quality of such software, to set out relationship between END USER and SSC. In this regard, END USER and SSC may enter into additional agreements setting out the undertakings between the two parties and this agreement shall not in any way impair the rights of the END USER and SSC to contract among themselves for systems designs and application work.

Such agreement may be binding among the parties, except insofar as they are in conflict with this agreement. In such event, the terms of this agreement shall control.

3.0 RESPONSIBILITIES OF END USER; END USER agrees:

3.1 To not reveal any information contained in the LICENSED SOFTWARE or any part thereof, or any copies thereof, in any form, to any third party, holding in confidence the design and documentation of the LICENSED SOFTWARE;

3.2 To not assign, sublicense, exhibit, donate, barter, loan, or otherwise transfer LICENSED SOFTWARE or any other part thereof by operation of law or otherwise, in whole or in part, directly or indirectly, to any third party, including transfer in whole or part, directly or indirectly, for use on additional CPUs or END USER except as provided herein;

3.3 To take all appropriate action by instruction from SSC, agreement or otherwise, with its employees permitted access to the LICENSED SOFTWARE, to satisfy its obligations under this agreement with respect to use, protection and security of the LICENSED SOFTWARE. SSC is hereby authorized to make reasonable inquiries concerning END USERs compliance herewith and may require END USER to take reasonable protective measures. The failure of SSC, however, to make such inquiries or require protective measures shall not change END USERs obligation to SSC or be used by END USER in litigation.

4.0 TITLE

4.1 The original and any copies of the LICENSED SOFTWARE in whole or in part, are and shall remain the property of SSC.

5.0 TERM

5.1 The license granted to END USER by SSC shall be in effect from the date of this agreement and shall be valid until (a) END USER discontinues use of the LICENSED SOFTWARE; or (b) the license from VENDOR to END USER is terminated as provided herein, or under the terms of a separate agreement, or (c) the expiration of twenty (20) years, whichever occurs first.

6.0 TERMINATION OF LICENSE AND REMEDIES OF SSC

6.1 SSC may terminate this license effective upon notice thereof to END USER if, END USER neglects or fails to perform or observe any of the terms of obligations set forth by this agreement, or by any previously executed END USER agreement entered into between SSC and END USER or END USERs assignor or predecessor. In the event END USER becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of END USER or if END USER makes an assignment for the benefit of creditors, then SSC at its option may immediately terminate the license of END USER to use such software by notice to END USER to that effect. In no event shall this license be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this license or any rights or privileges hereunder be an asset of END USER under any bankruptcy, insolvency or reorganization proceedings.

6.2 Since unauthorized use or transfer of the LICENSED SOFTWARE OR any information contained therein will diminish substantially the value to SSC of the trade secrets and proprietary properties that are the subject of this license, if END USER breaches any of its obligations with respect to use or nondisclosures of the LICENSED SOFTWARE, or if such a breach is likely to occur, SSC shall be entitled to equitable relief (including orders for specific performance and injunctions), as well as, money damages, including consequential and resulting damages. The rights and remedies of SSC set forth in this agreement are not exclusive and are in addition to any other rights and remedies provided by law.

6.3 Within thirty (30) days after END USER has discontinued the use of any LICENSED SOFTWARE or within ten (10) days after SSC has terminated END USERs license, END USER will return to SSC the original and all copies of the LICENSED SOFTWARE and documentation.

7.0 WARRANTIES AND LIMITATION OF LIABILITY

7.1 The sole warranty which SSC makes as to the LICENSED SOFTWARE is that LICENSED SOFTWARE, when delivered, will conform to SSC, current published software description for that particular product. END USER, however, acknowledges that the LICENSED SOFTWARE is of such complexity that it may have inherent defects and agrees that SSC's sole liability as to this warranty, and END USERs sole remedy shall be, to require SSC to provide all reasonable programming services to correct documentary errors which SSC's diagnosis indicates are caused by a defect in an unaltered version of the delivered LICENSED SOFTWARE, such services not to exceed an amount in cost to SSC of its then-current price for that product.. This warranty is valid for a period of ninety days from the date of the execution of this agreement.

7.2 SSC GRANTS NO IMPLIED WARRANTIES INCLUDING WARRANTIES OF MARKETABILITY OR FITNESS FOR PURPOSE INTENDED AND NO OTHER EXPRESS WARRANTIES. The express obligations stated above are in lieu of all liabilities or obligations of SSC for damages, including but not limited to, consequential damages occurring out of or in connection with the delivery, use or performance of the LICENSED SOFTWARE. END USER further agrees that SSC will not be liable for any lost profits or for any claim or demand against END USER by any other party, and agrees to indemnify and hold SSC harmless for any loss, cost, or expense, including attorney fees suffered or incurred if any such claims are made. In no event will SSC be liable for special and direct, consequential, resulting, or exemplary damages.

8.0 TAXES

8.1 As between END USER and SSC, END USER shall pay any taxes, however designated, arising from or based upon this agreement, the license, or the LICENSED SOFTWARE and ancillary materials furnished or their use including state and local privilege or excise taxes based upon gross revenue and personal property taxes, but excluding taxes based on SSC net income. If SSC pays any such taxes, END USER shall reimburse SSC such taxes.

9.0 GENERAL

9.1 END USER may not assign its right to use the LICENSE SOFTWARE without the express written consent of SSC. SSC shall have no obligation to END USER other than as set out in this agreement. No waiver of any right, obligation or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default. Any provision or provisions of this agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision, and the remaining provisions hereof shall remain in full force and effect. This agreement supercedes all prior agreements and understandings between the parties and may not be changed or modified except by a writing signed by the parties, and shall be governed by the laws of the State of Florida. If SSC is required to engage in any proceedings, legal or otherwise, to enforce its rights under this agreement, SSC shall be entitled to recover from END USER, in addition to any other sums due, the reasonable attorney fees, costs, and necessary disbursements involved in said proceedings. Any suit thereunder shall be brought in Panama City Beach, Bay County, Florida.

10.0 END USER and SSC warrant that the undersigned are duly authorized to execute this agreement.

ACCEPTED BY END USER

	The City of Clinton
Full Legal Signature (End User)	Company Name (End User)
	P.O. Box 156
Full Legal Name Printed (End User)	Company Street / P.O. Box Address
	Clinton, MS 39060
Title	City, State, Zip
	(601) 924-2239
Date	Phone Number

ACCEPTED BY SYSTEMS SUPPORT COMPANY

Edward B Trim	Systems Support Company
Full Legal Signature	Company Name
Edward B. Trim	
Full Legal Name Printed	
Owner	
Title	
February 8, 2006	

11.0 Addendum

Item	Description	Qty	Cost
1)	Utility<>2000 Software Incl source code, documentation, installation, four half days training, and 90 days free support	1	$10,000.00
2)	On-site expenses (4 nights)	1	$300.00
	Total Due Systems Support		$10,300.00

Notes: Conversion of existing data will be charged at $80.00 per hour.
Additional day for second conversion (if required) $1.000.00.
Custom modifications are available at $80.00 per hour.
An annual support agreement is available for $500.00 per year.

Terms:	50% of Item 1 is due with return of the signed contract before installation or training can begin.		$5,000.00
	25% of Item 1 and Item 2 are due after the initial four half days of training.		$2,800.00
	25% of Item 1 is due 30 days after installation.		$2,500.00
	Conversion Cost is progressed billed and due on a weekly basis.	approx	$1,000.00
	Additional cost accrued due to a second conversion run will be billed and due upon completion of the second conversion.	approx	$1,000.00

BOARD APPROVED

FEB 2 1 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: February 21, 2006 AGENDA ITEM NO. 10.

CONSENT AGENDA: $ TO:

FOR:

ACCOUNT NO.:

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

DISCUSSION/ACTION: Traceway Park - Engineering Contract Amendment

INTRODUCED BY: pending bids

BOARD ACTION: MOTION MADE BY: Bishop

SECONDED BY: Morgan

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	A ✓		
Morgan	✓		
Barnett	A		
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.

ALFORD ENGINEERING, INC.

CONSULTING ENGINEERS

P.O. BOX 16621
JACKSON, MISSISSIPPI 39236-6621

5135 GALAXIE DRIVE, SUITE 401-D
JACKSON, MISSISSIPPI 39206

TELEPHONE: (601) 362-7450
FAX: (601) 366-5948

February 15, 2006

RECEIVED
FEB 16 2006
CITY OF CLINTON
ENGINEERING DEPARTMENT

Mr. Richard L. Broome, P.E.
City Engineer
City of Clinton
P.O. Box 156
Clinton, MS 39060

RE: Traceway Park Improvements

Dear Mr. Broome:

An Agreement for Professional Services was executed January 22, 2004. This Agreement included basic services for normal civil services and specific Additional Services.

The Director of Parks and Recreation has requested that we perform electrical services as needed for the lighting of Field No. 13, which is the new international field.

We propose to perform these services as Additional Services under Part III, Article 1.2, of the Agreement. We propose to use The Power Source, PLLC, as a subconsultant. This firm was formerly named Andy Covington Engineering and performed electrical services for the architect at both Brighton and Traceway Parks.

Attached is a copy of the proposal dated February 8, 2006, and signed by Chris Green, P.E. He proposes a fee equal to 6% of the actual construction cost. He also mentions the need for a structural engineer to design the pole foundations. I have spoken to Mr. Eugene Wardlaw, P.E., of Geoscience Engineers. He performed the geotechnical investigation for this project, and he can provide the pole foundation design (from his existing borings) for $1,000.00. Attached is his proposal dated February 14, 2006.

Mr. Holloway has obtained some cost proposals for the lighting construction. The lowest proposal is from SEC in Flowood for $100,936.00 and this proposal was pre-Katrina (August 2, 2005), so costs will likely be higher when bid.

Assuming a construction cost of $115,000.00, the subconsultant fees total approximately $8,000.00. We will need to mark-up these fees by 20% for our overhead costs and coordination efforts. We will provide contract forms and general conditions to the subconsultant.

The electrical design will include sizing the service for the loads for the future lighting of Field No. 12 and a future pavilion – concession – restroom building similar to the new one constructed this project.

Mr. Chris Green estimates that it will take about three weeks to complete the design and documents for bidding.

If this proposal for Additional Services is acceptable, please acknowledge approval below and return one copy to our office.

Sincerely,
ALFORD ENGINEERING, INC.

Jerry L. Tullos, P.E.
JLT/ss
Enclosure
pc: Ray Holloway w/Enclsoure

Approval is hereby granted to perform the services described herein for the fees stated.

Approved by: Rosemary G. Quetman **on this the** 2/22/2006 **day of February 2006.**

The POWER SOURCE, PLLC

945 MADISON AVE. – MADISON, MS 39110
P: 601-605-4820 • F: 601-605-4875

8 February 2006

Mr. Jerry Tullos, P.E.
Alford Engineering, Inc.
5135 Galaxie Drive, Suite 401-D
Jackson, Mississippi 39206

Dear Mr. Tullos:

Thank you for giving me the opportunity to provide your electrical engineering services on the Traceway Park Field Lighting Project. I propose to furnish electrical engineering services for a fee of 6% multiplied by the cost of the electrical construction. In the event that the project is over budget and the construction is not performed, our fee will be invoiced at the hourly rates listed below with a maximum not to exceed of $6,000.00.

In addition, we would suggest employing a structural engineer to design pole foundations prior to releasing documents for bid. This will ensure a fair bid from all contractors. We have a structural engineer that will perform the foundation design for $200.00 per pole. If this is acceptable, we will invoice his fee (with no mark-up) in conjunction with our fee. To perform the foundation designs, we will need a soil report of the site. The cost for performing soil borings will be the owner's responsibility.

Our services shall include the following items of work:

Preliminary Design
- Services:
  - Locate Light Poles
  - Select Light Fixtures
  - Compile Light Fixture Cut Sheets
  - Perform Lighting Calculations
  - Coordinate with Utility for Service (capable of feeding a future field and a concession stand)
  - Locate Panelboards
- Deliverables:
  - One set of Preliminary Plans Containing:
    - Legend
    - Site Plan
    - Lighting Fixture Schedule
    - One Line Diagram
    - Lighting Plan
  - One set of Preliminary Specifications

Construction Documents
- Services:
  - Incorporate Preliminary Design Comments

Complete Plans and Specifications

Deliverables:
One Set of Reproducible Drawings
One Set of Specifications (Ready for Reproduction)

Bidding and Negotiation
Services:
Interpret plans during bidding

Construction Administration
Services:
Review Submittals
Inspections as Needed

The items of work listed below were *not* considered when setting the fee for this Proposal:

- Changes in the Scope of Work after completing the electrical portion of the work.
- Additional deliverable documents.
- Design of Other Facilities.

However, we will be glad to perform these items of work for our hourly rates of:

Principal Engineer	$125.00
Electrical Engineer	$100.00
Electrical Engineering Intern	$ 85.00
Electrical Designer	$ 65.00
Clerical	$ 55.00

Please endorse in the space provided below to approve this proposal. Return this original to our office in the envelope provided for you, herein.

Thank you again for providing us with this opportunity to serve you.

Sincerely,

Chris Green, PE
TPS, PLLC

_____ _____

Signature Date

GeoScience
ENGINEERS, LLC

POST OFFICE BOX 9144
JACKSON, MISSISSIPPI 39286

2941 FLEETBROOK DRIVE
MEMPHIS, TENNESSEE 38116

GEOTECHNICAL AND GEOENVIRONMENTAL CONSULTANTS

TELEPHONE: (901) 396-3055
FACSIMILE: (901) 396-3065

TELEPHONE: (601) 956-0851
FACSIMILE: (601) 956-1116

February 14, 2006

Alford Engineering
Post Office Box 16621
Jackson, Mississippi 39236-6621

Attention: Mr. Jerry L. Tullos, P.E.

Re: Geotechnical Consultation
Light Pole Embedment Analyses
Traceway Park Improvements
Clinton, Mississippi
GeoScience File: 051030

Gentlemen:

GeoScience Engineers, LLC (GeoScience) is pleased to submit this proposal to provide geotechnical engineering services to Alford Engineering (Alford) related to design of light pole embedments at the championship soccer field recently constructed in Traceway Park in Clinton, Mississippi. This proposal was requested by Mr. Jerry L. Tullos, P.E. on February 8, 2006.

Project Description

Based on information provided by Alford, it is our understanding that the City of Clinton is planning the construction of a lighting system for the championship soccer field recently constructed in Traceway Park. The design of the lighting system will require the analyses of the support poles to determine the proper embedment below grade. These analyses would be accomplished using either the computer program COM624G developed by the US Army Corps of Engineers or an internally developed finite element code. Further, these analyses would be performed to determine the lateral capacity of the poles when subjected to a moment and/or shear forces.

Proposed Work Scope

The geotechnical consultation proposed for this project would include the following:

a. Review of Existing Information: Soil conditions at the site would be determined based on previously obtained geotechnical information.

d. Engineering and Reporting: After review of field and laboratory data, engineering analyses would be performed and the findings of the investigation would be reported in an engineering report along with our conclusions and recommendations.

Procedures

After review of the field and laboratory data, engineering analyses would be performed in coordination with data from Alford Engineering, Inc., and an engineering report would be prepared to present the results of this study. The engineering report would include a description of the soil conditions and other appropriate illustrations. Specifically, this engineering report would address soil conditions at the project site, recommended embedment depth and other geotechnical issues related to this project.

Fees

An estimate of fees for this project has been developed using our standard fee schedule. Based upon the work scope and procedures stated herein and our understanding of the site conditions, we believe the cost of this geotechnical consultation would not exceed about $1,000.

Schedule

The geotechnical consultation could be initiated with your notice to proceed and would require about two to three days to complete. A completed engineering report could be submitted to you approximately 1 week after notice to proceed. Preliminary recommendations would be provided to you throughout the process.

Contractual Considerations

In lieu of a more formal contract, this letter, Attachment A (General Conditions for Engineering Services) can be used as a written agreement of the work scope, schedule, and fees. Your verbal or written notice to proceed will indicate your acceptance of the estimated fee, proposed schedule and the attached General Conditions for Engineering Services.

We appreciate the opportunity to submit this proposal. If we can answer any questions or provide any additional information, please call on us.

Very Truly Yours,
GeoScience Engineers, LLC

Eugene G. Wardlaw, P.E.

EGW
Copies Submitted: 1
Attachment: General Conditions for Engineering Services

GeoScience
ENGINEERS LLC

Attachment A
General Conditions for Engineering Services

Right of Entry

The Client will provide right-of-entry for GeoScience Engineers, LLC, herein referred to as Consultant, in order to complete the work. While all reasonable precautions will be taken by Consultant to minimize damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

Terms of Payment

Payment is due upon presentation of invoice and is past due 30 days from invoice date. Client agrees to pay a finance charge of 1.5% per month on past due accounts. If the invoice becomes 60 days past due, Consultant can turn the account over to an attorney for collection and Client will pay any and all fees associated with collection.

Disputes

In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including but not limited to staff time, court costs, attorney's fees, expert fees, and other claim related expenses.

Variable Conditions

Subsurface conditions may vary from those encountered at the location where Consultant collects field data. Interpretations and recommendations are based solely on the data collected and the project information furnished to Consultant. Consultant will be responsible for those data, interpretations, and recommendations, but shall not be responsible for variations which are subsequently found to exist at the site.

The data collected, interpretations, and recommendations provided under this agreement are for the exclusive use of the Client or his authorized agent for specific application to the project as described by this proposal Consultant will maintain no responsibility for use of the data, interpretations or opinions by others, or for any other project.

Standard of Care and Limitations of Liability

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Consultant's liability to any parties arising from our professional acts, errors or omissions, will be limited such that Consultant's total aggregate liability to all those named shall not exceed twice our total fees for that project. In the event Client wishes to increase these liability limits, this request should be submitted in writing to Consultant.

Insurance

Consultant, it agents, staff and consultants employed are protected by workmen compensation insurance and maintain such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its agents, staff and other consultants employed by it.

Document and Sample Control

In the event Consultant collects samples for our testing purposes, Consultant will retain all samples collected under this agreement for a period of at least 35 days after collection; however, samples remain property of the Client. At time of sample disposal, Consultant retains the right to return samples to Client for disposal should any hazardous substances by detected or suspected. Otherwise, upon completion of the retention period, Consultant will dispose of samples as normal solid waste to an authorized, permitted solid waste landfill.

Consultant will retain written correspondence to Client or other agencies on behalf of Client for a period of at least two years after correspondence initiation. Consultant retains the right to utilize the sample data, evaluations and other correspondence for our benefit on similar projects. In consideration of this right, Consultant agrees to maintain Client confidentiality without expressed consent of Client to the contrary.

ALFORD ENGINEERING, INC.
CONSULTING ENGINEERS
P.O. BOX 16621
JACKSON, MISSISSIPPI 39236-6621
5135 GALAXIE DRIVE, SUITE 401-D
JACKSON, MISSISSIPPI 39206
TELEPHONE: (601) 362-7450
FAX: (601) 366-5948

February 15, 2006

BOARD APPROVED

FEB 21 2006

CITY OF CLINTON

Mr. Richard L. Broome, P.E.
City Engineer
City of Clinton
P.O. Box 156
Clinton, MS 39060

RE: Traceway Park Improvements

Dear Mr. Broome:

An Agreement for Professional Services was executed January 22, 2004. This Agreement included basic services for normal civil services and specific Additional Services.

The Director of Parks and Recreation has requested that we perform electrical services as needed for the lighting of Field No. 13, which is the new international field.

We propose to perform these services as Additional Services under Part III, Article 1.2, of the Agreement. We propose to use The Power Source, PLLC, as a subconsultant. This firm was formerly named Andy Covington Engineering and performed electrical services for the architect at both Brighton and Traceway Parks.

Attached is a copy of the proposal dated February 8, 2006, and signed by Chris Green, P.E. He proposes a fee equal to 6% of the actual construction cost. He also mentions the need for a structural engineer to design the pole foundations. I have spoken to Mr. Eugene Wardlaw, P.E., of Geoscience Engineers. He performed the geotechnical investigation for this project, and he can provide the pole foundation design (from his existing borings) for $1,000.00. Attached is his proposal dated February 14, 2006.

Mr. Holloway has obtained some cost proposals for the lighting construction. The lowest proposal is from SEC in Flowood for $100,936.00 and this proposal was pre-Katrina (August 2, 2005), so costs will likely be higher when bid.

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The electrical design will include sizing the service for the loads for the future lighting of Field No. 12 and a future pavilion – concession – restroom building similar to the new one constructed this project.

Mr. Chris Green estimates that it will take about three weeks to complete the design and documents for bidding.

If this proposal for Additional Services is acceptable, please acknowledge approval below and return one copy to our office.

Sincerely,
ALFORD ENGINEERING, INC.

Jerry L. Tullos, P.E.
JLT/ss
Enclosure
pc: Ray Holloway w/Enclsoure

Approval is hereby granted to perform the services described herein for the fees stated.

Approved by: _____ on this the _____ day of February 2006.

The POWER SOURCE, PLLC

945 MADISON AVE. – MADISON, MS 39110
P: 601-605-4820 • F: 601-605-4875

8 February 2006

Mr. Jerry Tullos, P.E.
Alford Engineering, Inc.
5135 Galaxie Drive, Suite 401-D
Jackson, Mississippi 39206

Dear Mr. Tullos:

Thank you for giving me the opportunity to provide your electrical engineering services on the Traceway Park Field Lighting Project. I propose to furnish electrical engineering services for a fee of 6% multiplied by the cost of the electrical construction. In the event that the project is over budget and the construction is not performed, our fee will be invoiced at the hourly rates listed below with a maximum not to exceed of $6,000.00.

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Our services shall include the following items of work:

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- Services:
  - Locate Light Poles
  - Select Light Fixtures
  - Compile Light Fixture Cut Sheets
  - Perform Lighting Calculations
  - Coordinate with Utility for Service (capable of feeding a future field and a concession stand)
  - Locate Panelboards
- Deliverables:
  - One set of Preliminary Plans Containing:
    - Legend
    - Site Plan
    - Lighting Fixture Schedule
    - One Line Diagram
    - Lighting Plan
  - One set of Preliminary Specifications

Construction Documents
- Services:
  - Incorporate Preliminary Design Comments

Complete Plans and Specifications

Deliverables:
One Set of Reproducible Drawings
One Set of Specifications (Ready for Reproduction)

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Services:
Interpret plans during bidding

Construction Administration
Services:
Review Submittals
Inspections as Needed

The items of work listed below were *not* considered when setting the fee for this Proposal:

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- Additional deliverable documents.
- Design of Other Facilities.

However, we will be glad to perform these items of work for our hourly rates of:

Principal Engineer	$125.00
Electrical Engineer	$100.00
Electrical Engineering Intern	$ 85.00
Electrical Designer	$ 65.00
Clerical	$ 55.00

Please endorse in the space provided below to approve this proposal. Return this original to our office in the envelope provided for you, herein.

Thank you again for providing us with this opportunity to serve you.

Sincerely,

Chris Green, PE
TPS, PLLC

_____ _____

Signature Date

GeoScience
ENGINEERS, LLC

POST OFFICE BOX 9144
JACKSON, MISSISSIPPI 39286

2941 FLEETBROOK DRIVE
MEMPHIS, TENNESSEE 38116

GEOTECHNICAL AND GEOENVIRONMENTAL CONSULTANTS

TELEPHONE: (901) 396-3055
FACSIMILE: (901) 396-3065

TELEPHONE: (601) 956-0851
FACSIMILE: (601) 956-1116

February 14, 2006

Alford Engineering
Post Office Box 16621
Jackson, Mississippi 39236-6621

Attention: Mr. Jerry L. Tullos, P.E.

Re: Geotechnical Consultation
Light Pole Embedment Analyses
Traceway Park Improvements
Clinton, Mississippi
GeoScience File: 051030

Gentlemen:

GeoScience Engineers, LLC (GeoScience) is pleased to submit this proposal to provide geotechnical engineering services to Alford Engineering (Alford) related to design of light pole embedments at the championship soccer field recently constructed in Traceway Park in Clinton, Mississippi. This proposal was requested by Mr. Jerry L. Tullos, P.E. on February 8, 2006.

Project Description

Based on information provided by Alford, it is our understanding that the City of Clinton is planning the construction of a lighting system for the championship soccer field recently constructed in Traceway Park. The design of the lighting system will require the analyses of the support poles to determine the proper embedment below grade. These analyses would be accomplished using either the computer program COM624G developed by the US Army Corps of Engineers or an internally developed finite element code. Further, these analyses would be performed to determine the lateral capacity of the poles when subjected to a moment and/or shear forces.

Proposed Work Scope

The geotechnical consultation proposed for this project would include the following:

a. *Review of Existing Information:* Soil conditions at the site would be determined based on previously obtained geotechnical information.

d. Engineering and Reporting: After review of field and laboratory data, engineering analyses would be performed and the findings of the investigation would be reported in an engineering report along with our conclusions and recommendations.

Procedures

After review of the field and laboratory data, engineering analyses would be performed in coordination with data from Alford Engineering, Inc., and an engineering report would be prepared to present the results of this study. The engineering report would include a description of the soil conditions and other appropriate illustrations. Specifically, this engineering report would address soil conditions at the project site, recommended embedment depth and other geotechnical issues related to this project.

Fees

An estimate of fees for this project has been developed using our standard fee schedule. Based upon the work scope and procedures stated herein and our understanding of the site conditions, we believe the cost of this geotechnical consultation would not exceed about $1,000.

Schedule

The geotechnical consultation could be initiated with your notice to proceed and would require about two to three days to complete. A completed engineering report could be submitted to you approximately 1 week after notice to proceed. Preliminary recommendations would be provided to you throughout the process.

Contractual Considerations

In lieu of a more formal contract, this letter, Attachment A (General Conditions for Engineering Services) can be used as a written agreement of the work scope, schedule, and fees. Your verbal or written notice to proceed will indicate your acceptance of the estimated fee, proposed schedule and the attached General Conditions for Engineering Services.

We appreciate the opportunity to submit this proposal. If we can answer any questions or provide any additional information, please call on us.

Very Truly Yours,
GeoScience Engineers, LLC

Eugene G. Wardlaw, P.E.

EGW
Copies Submitted: 1
Attachment: General Conditions for Engineering Services

GeoScience
ENGINEERS LLC

Attachment A
General Conditions for Engineering Services

Right of Entry

The Client will provide right-of-entry for GeoScience Engineers, LLC, herein referred to as Consultant, in order to complete the work. While all reasonable precautions will be taken by Consultant to minimize damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

Terms of Payment

Payment is due upon presentation of invoice and is past due 30 days from invoice date. Client agrees to pay a finance charge of 1.5% per month on past due accounts. If the invoice becomes 60 days past due, Consultant can turn the account over to an attorney for collection and Client will pay any and all fees associated with collection.

Disputes

In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including but not limited to staff time, court costs, attorney's fees, expert fees, and other claim related expenses.

Variable Conditions

Subsurface conditions may vary from those encountered at the location where Consultant collects field data. Interpretations and recommendations are based solely on the data collected and the project information furnished to Consultant. Consultant will be responsible for those data, interpretations, and recommendations, but shall not be responsible for variations which are subsequently found to exist at the site.

The data collected, interpretations, and recommendations provided under this agreement are for the exclusive use of the Client or his authorized agent for specific application to the project as described by this proposal Consultant will maintain no responsibility for use of the data, interpretations or opinions by others, or for any other project.

Standard of Care and Limitations of Liability

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Consultant's liability to any parties arising from our professional acts, errors or omissions, will be limited such that Consultant's total aggregate liability to all those named shall not exceed twice our total fees for that project. In the event Client wishes to increase these liability limits, this request should be submitted in writing to Consultant.

Insurance

Consultant, it agents, staff and consultants employed are protected by workmen compensation insurance and maintain such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its agents, staff and other consultants employed by it.

Document and Sample Control

In the event Consultant collects samples for our testing purposes, Consultant will retain all samples collected under this agreement for a period of at least 35 days after collection; however, samples remain property of the Client. At time of sample disposal, Consultant retains the right to return samples to Client for disposal should any hazardous substances by detected or suspected. Otherwise, upon completion of the retention period, Consultant will dispose of samples as normal solid waste to an authorized, permitted solid waste landfill.

Consultant will retain written correspondence to Client or other agencies on behalf of Client for a period of at least two years after correspondence initiation. Consultant retains the right to utilize the sample data, evaluations and other correspondence for our benefit on similar projects. In consideration of this right, Consultant agrees to maintain Client confidentiality without expressed consent of Client to the contrary.