

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 7.2

JUL 18 2006

CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary Site Plan
Newk's Café'
455 Highway 80

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Morgan

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

A

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.

PLANNING AND ZONING COMMISSION

Clinton, Mississippi
Tuesday, June 27, 2006
7:00 P.M.
Municipal Courtroom
305 Monroe Street

BOARD APPROVED

JUL 18 2006

CITY OF CLINTON

Minutes

Present: Jim Martin, Mark Williams, Ottawa Carter, Dr. Ryan Tracy, Kathy Peace, Nancy Davis, Betty King, Community Development Director – Gary Ward

Call to Order:

Chairman Jim Martin called the meeting to order at 7:00pm and welcomed new member Nancy Davis.

Consideration and approval of May 9, 2006 minutes:

Motion was made by Mark Williams to approve the minutes of the May 9, 2006 meeting. SECOND by Ottawa Carter. MOTION carried unanimously, none opposed.

New Considerations:

Preliminary site plan for Newk's Express Café' to be located at 455 Highway 80.
Representatives present: Dr. Don Newcomb

Dr. Newcomb is proposing to build a new 4400 sq. ft. building on the site that Dr. Mohr's clinic presently sits. The property is in a C2-General Commercial zoned district, which allows this type of facility.

The preliminary site plan has been reviewed and approved by all city department heads. Architectural Review Committee has also reviewed the site plan as submitted. Colors will be resubmitted to the Architectural Review Committee for their approval. Target date for construction to be completed is November 2006. This building is Newk's first stand-alone and will be the proto-type for future buildings.

MOTION was made by Dr. Ryan Tracy to recommend to the Mayor and Board of Aldermen that approval be granted for the preliminary site plan for Newk's Express Café' to be located at 455 Highway 80 contingent upon the approval of the resubmitted colors. SECOND by Kathy Peace. MOTION carried unanimously, none opposed.

Preliminary site plan is on file in the Community Development office.

Other Business

There was no other business to be discussed.

Next Meeting

The next meeting will be held on Tuesday, July 25, 2006 beginning at 7:00pm.

Adjournment

MOTION was made by Kathy Peace to adjourn the meeting. SECOND by Bettye King. MOTION carried unanimously, none opposed.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED

JUL 18 2006

CITY OF CLINTON

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 7.6

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Dimensional Variance of the Maximum Building Height
Comfort Inn & Suites
5010 Hampstead Boulevard

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Barnett

SECONDED BY: Bishop

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
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.

JUL 18 2006

RESOLUTION

CITY OF CLINTON

RESOLUTION APPROVING A DIMENSIONAL VARIANCE OF THE MAXIMUM BUILDING HEIGHT FOR COMFORT INN & SUITES, 5010 HAMPSTEAD BOULEVARD, CLINTON MISSISSIPPI

WHEREAS, Comfort Inn & Suites, has requested a dimensional variance of the maximum building height of the requirements as set in Section 1503.01 of the Zoning Ordinance of the City of Clinton, Mississippi; and,

WHEREAS, the Zoning Ordinance of the City of Clinton, Mississippi now require certain dimensional requirements as set forth therein; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, find that the requested variance will be in harmony with the general purpose and intent of the Zoning Ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and,

WHEREAS, the Owner has complied with the requirements of the Zoning Regulations regarding dimensional variance; and,

WHEREAS, the Planning and Zoning Board has recommended granting the dimensional variance request for the height as set out in its minutes.

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the requested dimensional variance should be granted as follows:

1. A dimensional variance shall be granted to permit a maximum building height of 42 feet.

Except as modified hereby, this property shall be subject to all applicable ordinances and regulations.

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

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>absent</u>
Alderman Morgan voted:	<u>yes</u>
Alderman Barnett voted:	<u>yes</u>

Whereupon the Mayor declared the Motion carried and the resolution approved and adopted.
The foregoing resolution was approved this the 18th day of July 2006.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY AULTMAN, MAYOR

ATTEST:

Russell Wall
RUSSELL WALL, CITY CLERK



BOARD APPROVED

JUL 18 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 7.C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary Site Plan
Comfort Inn & Suites
5010 Hampstead Boulevard

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: Barnett

SECONDED BY: Morgan

<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	_____	_____	_____

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PLANNING AND ZONING COMMISSION

Clinton, Mississippi
Special Called Meeting
Tuesday, July 11, 2006
6:00 P.M.
Municipal Courtroom
305 Monroe Street

Minutes

Present: Jim Martin, Mark Williams, Dr. Ryan Tracy, Bettye King, Nancy Davis, Gary Ward – Director of Community Development and Ken Dreher – City Attorney

The meeting was called to order at 6:00pm.

Consideration and approval of June 27, 2006 Minutes.

Motion was made by Dr. Ryan Tracy to approve the minutes of the June 27, 2006 meeting. SECOND by Bettye King. MOTION carried unanimously, none opposed.

New Considerations

Comfort Inn & Suites – 5010 Hampstead Boulevard
Representatives present: Ashish Mishra, the Patel's

a. Dimensional variance for height of structure

Dr. Tracy asked if the City had adequate fire protection for a structure in excess of 35 feet. Gary Ward replied that the fire department does have equipment for taller buildings.

Mark Williams asked if other structures that exceeded 35 feet get approval for taller buildings. Gary Ward replied that structures such as Hampton Inn, WorldCom/Verizon, and Holiday Inn Express had received approval.

Dr. Tracy questioned the developers regarding signage. Mr. Patel replied the sign is shown on the building.

A public hearing was held and there were no comments from the public.

MOTION was made by Dr. Ryan Tracy to recommend to the Mayor and Board of Aldermen that approval be granted for the dimensional variance for height of structure for Comfort Inn & Suites to be located at 5010 Hampstead Boulevard. SECOND by Mark Williams. MOTION carried unanimously, none opposed.

b. Preliminary site plan

MOTION was made by Bettye King to recommend to the Mayor and Board of Aldermen that approval be granted for the preliminary site plan for Comfort Inn & Suites to be located at 5010 Hampstead Boulevard contingent upon satisfying requirements of the engineering department and Architectural Review Committee. SECOND by Dr. Ryan Tracy. MOTION carried unanimously, none opposed.

Adjournment

MOTION was made by Dr. Ryan Tracy to adjourn the meeting. SECOND by Mark Williams. MOTION carried unanimously, none opposed.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 8

BOARD APPROVED

CONSENT AGENDA:

TO:

JUL 18 2006

FOR:

CITY OF CLINTON

ACCT. NO :

DISCUSSION/ACTION: Unkempt Property
Lot 106 Woodmoor Subdivision Part 2, Parcel Number 2862-176-316
Klaus Wollny

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Morgan

SECONDED BY: Hisaw

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

✓

Barnett

✓

Mayor Aultman

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BOARD APPROVED

JUL 18 2006

RESOLUTION

CITY OF CLINTON

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at Lot 106 Woodmoor Subdivision Part 2, Parcel Number 2862-176-316, Clinton, Mississippi, and after full consideration of the matter, Alderman Morgan offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT LOT 106 WOODMOOR SUBDIVISION PART 2, PARCEL NUMBER 2862-176-316, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at Lot 106 Woodmoor Subdivision Part 2, Parcel Number 2862-176-316, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., July 18, 2006, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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

1. It is hereby adjudicated that the property located at Lot 106 Woodmoor Subdivision Part 2, Parcel Number 2862-176-316, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

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

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

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Bishop voted:	<u>yes</u>
Alderman Fisher voted:	<u>absent</u>
Alderman Morgan voted:	<u>yes</u>
Alderman Barnett voted:	<u>yes</u>

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

The foregoing Resolution was approved this the 18th day of July 2006.

CITY OF CLINTON

BY: Rosemary J. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL WALL, City Clerk

(SEAL)



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 9.

BOARD APPROVED

CONSENT AGENDA:

TO:

JUL 18 2006

FOR:

CITY OF CLINTON

ACCT. NO.

*Bishop left meeting
at 7:15 p.m.*

DISCUSSION/ACTION: Resolution of Finding of Fact for Ward 3 Alderman

INTRODUCED BY: Mayor Rosemary Aultman

TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Brabham*

SECONDED BY: *Greer*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

✓
✓
✓
A
A
✓
✓

Mayor Aultman

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*Bishop returned to meeting
at 7:18 p.m.*

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI FINDING WARD 3 ALDERMAN
NOT TO BE IN VIOLATION OF §25-1-59 AND IS THE VALIDLY
ELECTED ALDERMAN OF WARD 3

The Mayor and Board of Aldermen of the City of Clinton upon motion by Alderman

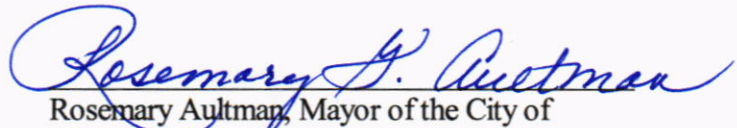
Brabham ; seconded by Alderman Greer do hereby determine that

Mike Bishop is not in violation of §25-1-59 and is in fact the Alderman of Ward 3. In support of this position, the Mayor and Board of Aldermen make the following findings of fact:

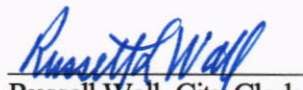
1. Alderman Bishop was legally elected as Alderman of Ward 3 and sworn in on July 1, 2005.
2. On January 26, 2006, the Mississippi Supreme Court sent back the annexation decision previously submitted by the Hinds County Chancery Court requesting that the Chancery Court issue an opinion in support of its Judgment. The effect of this action by the Mississippi Supreme Court was the removal of Alderman Bishop's homestead property from the City of Clinton through no action of Alderman Bishop. §21-1-59 provides that an office becomes vacant if the officer "... during the term of his office shall remove out of themunicipality for which he was elected...". Alderman Bishop has not removed himself and remains the legally elected Alderman of Ward 3 and is the defacto Alderman at the least. This position is supported by case law, statutes and attorney general opinions.
3. The Federal Voting Rights Act and related federal statutes prohibit any election without the pre-approval of the United States Department of Justice and such approval does not appear to be obtainable prior to the conclusion of the pending annexation appeal currently before the Mississippi Supreme Court.
4. Based upon case law, statutes and attorney general opinions, we find Alderman Bishop to be legally elected and qualified to continue to serve as Alderman of Ward 3. We further find that the

precise situation faced in Ward 3 is unique and has never before occurred in the State of Mississippi. Therefore, it is our finding that §21-1-59 has not been violated and the removal of Alderman Bishop would result in Ward 3 being without representation for an undetermined period and would violate federal law.

SO RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, in regular meeting assembled on this the 18th day of July 2006.


Rosemary Aultman, Mayor of the City of
Clinton, Mississippi

ATTEST:


Russell Wall, City Clerk

(S E A L)



Resolution-Alderman
07/17/2006:jbell

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: JULY 18, 2006

AGENDA ITEM NO. 10

BOARD APPROVED

CONSENT AGENDA:

TO:

JUL 18 2006

FOR:

CITY OF CLINTON

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Amendments to Animal Control Ordinance

INTRODUCED BY: Ken Dreher, City Attorney

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

_____ ✓

Hisaw

_____ ✓

Greer

_____ ✓

Bishop

_____ ✓

Fisher

_____ A

Morgan

_____ ✓

Barnett

_____ ✓

Mayor Aultman

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JUL 18 2006

AN ORDINANCE AMENDING THE EXISTING ORDINANCES OF THE CITY OF CLINTON AS TO THE REGULATION AND CONTROL OF ANIMALS AND FOWLS WITHIN THE MUNICIPAL LIMITS, BY ADDING THE DEFINITION OF VICIOUS DOG AND BANNING SPECIFIC BREEDS OF DOGS FROM THE CITY OF CLINTON AND FOR RELATED PURPOSES

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the existing ordinances of the City of Clinton as to the regulation and control of animals and fowls be amended as follows:

1. The following section is added as Section 1-1(j):

(j) vicious dog: any dog that without provocation kills or injures any person or kills or injures any domestic animal or livestock when not on the offending dog owner's real property or approaches a person when not on the offending owner's property in a vicious or terrorizing manner, in an apparent attitude of attack upon the sworn affidavit of at least two witnesses.

The following section is added as Section 1-6.1:

2. Section 1-6.1 Banning of Specific Breeds of Dogs. "Banned Breeds of Dogs" are banned entirely and may not be owned, harbored or kept within the City of Clinton, Mississippi. "Banned Breeds of Dogs" are defined as any one of the following:

- A. American Pit Bull Terrier;
- B. Staffordshire Bull Terrier;
- C. American Staffordshire Terrier;
- D. Rottweiler;
- E. Any dog whose sire or dam is a dog of a breed which is defined as a banned breed of dog under this Section 1-6.1;
- F. Any dog whose owner registers, defines, admits, or otherwise identifies said dog as being of a banned breed;
- G. Any dog conforming, or substantially conforming, to the breed of American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier or Rottweiler as

defined by the United Kennel Club or American Kennel Club. Technical deficiencies in the dog's conformance to these standards shall not be construed to indicate that the subject dog is not a Banned Breed of Dog under this ordinance; or

H. Any dog which is of the breed commonly referred to "pit bull" or "rottweiler" and commonly recognizable and identifiable as such;

I. Any vicious dog which is found at large in violation of this Ordinance.

In the event that the animal control officer finds any of the Banned Breeds of Dogs within the City, he shall attempt to capture the dog and hold the dog until such time as a judge determines that the dog is a Banned Breed of Dog. If the animal control officer cannot capture the dog the officer shall proceed as set forth in this Ordinance. In the event the animal control officer captures the dog, the dog will be held until the case is disposed of by the court or the dog is turned over for disposition by the animal control officer.

3. This Ordinance shall become effective 30 days from and after its adoption.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 18th day of July, 2006.

A Motion for adoption was made by Alderman Bishop and seconded by Alderman Barnett 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: no

Alderman Hisaw: yes

Jul 18 06 03:10p Ken Greener 6019241123 p.5

Alderman Greer:	<u>yes</u>
Alderman Bishop:	<u>yes</u>
Alderman Fisher:	ABSENT
Alderman Morgan:	<u>yes</u>
Alderman Barnett:	<u>yes</u>

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

The foregoing Ordinance was approved this the 18th day of July 2006.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary A. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

By: Russell L. Wall
RUSSELL WALL, City Clerk

CLINTON
MISSISSIPPI
JUL 18 2006

Clinton-ordinance-vicious dog
July 18, 2006jbell

ARTICLES AND RESEARCH MATERIALS UTILIZED BY MAYOR
AND BOARD OF ALDERMEN IN RESEARCHING DECISION
TO AMEND ANIMAL CONTROL ORDINANCE

1. Ordinance of Richland, Mississippi and information regarding actions by other counties and municipalities as reported in The Clarion-Ledger at various times
2. The Clarion-Ledger reports of deaths resulting from attacks by pit bulls – one in Mississippi and one out-of-state.
3. Special Report from Center for Disease Control – Research into fatal attacks by breed of dog. JAVMA, September 15, 2000
4. Articles reporting on related ordinances in Germantown, TN; Berkeley County, W.V.; Germany
5. Information from website: DOGBITELAW.COM
6. Reports from Clinton Public School personnel of pit bull loose at school playground and similar reports from citizens of the City

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 11.

CONSENT AGENDA: \$

TO: **BOARD APPROVED**

FOR:

JUL 18 2006

ACCOUNT NO.:

CITY OF CLINTON

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

DISCUSSION/ACTION: Acceptance of low bid from Blurton, Banks & Assoc. for
Parker Drive Water Line Replacement

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Bishop

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	☒	☐	
Hisaw	☒	☐	
Greer	☒	☐	
Bishop	☒	☐	
Fisher	☒	☐	
Morgan	☒	☐	
Barnett	☒	☐	
Mayor Aultman	☐	☐	

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WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.S.
Gregory A. Gearhart, P.E., D.E.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.
John C. Perry, P.E.

BOARD APPROVED

JUL 18 2006

CITY OF CLINTON

July 10, 2006

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

Re: City of Clinton
Certified Bid Tabulation for July 6, 2006 Bid Opening
Parker Drive Water Line Replacement
WGK #E04-215 (D3.5)

Richard:

Attached is a certified-bid tabulation for the above-referenced bid opening.

It is our recommendation that the contract for this work be awarded to the lowest base bidder, Blurton, Banks & Associates, Inc., for the amount of \$226,090.00. We further recommend that the Alternate Bid Items, 1,750 LF - 12" C900 PVC pipe and 1,450 LF - 8" C900 PVC pipe be used in place of the base bid Ductile Iron pipe, for a total contract price of \$206,315.00.

Should you have any questions concerning the bids or our recommendation, please call me or Bill Owen.

Thank you for this opportunity to work with you and the City of Clinton.

Sincerely,
WILLIFORD, GEARHART & KNIGHT, INC.

Bill Wall

Bill Wall, P.E., PS
Project Engineer

cc: Mr. Tim Rogers, Public Works Director w/Attachment
Mr. Robert Ritchey, Assistant Public Works Director w/Attachment
Blurton, Banks & Associates, Inc.

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

Amendment No. 1

to

**GENERAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF CLINTON**

AND

ABMB ENGINEERS, INCORPORATED

BOARD APPROVED

JUL 18 2006

CITY OF CLINTON

WHEREAS, the City of Clinton (CITY) and ABMB Engineers, Incorporated (ENGINEER) entered into an Agreement for General Engineering Services, hereinafter referred to as the "Agreement", on July 18, 2002, said Agreement for the performance of professional engineering services by the ENGINEER for general consultation to the CITY;

WHEREAS, the rate schedule included in Exhibit "A" of the Agreement reflects the ENGINEER'S rate schedule at the time of the execution of the Agreement; and

WHEREAS, the ENGINEER desires to modify the fee schedule included in the Agreement to reflect the current rate schedule of ENGINEER for professional services; and

WHEREAS, the CITY desires to continue to use the ENGINEER'S services as provided in the Agreement, and generally agrees that the rates in the Agreement should be modified to reflect the ENGINEER'S current rate schedule.

NOW, THEREFORE, it is agreed by and between the parties hereto to amend the Agreement as set forth herein to incorporate the revised fee schedule specified herein.

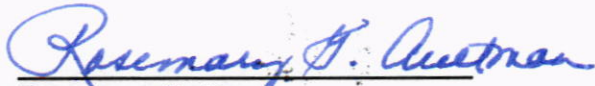
1. Exhibit "A" to the Agreement, Compensation for Professional Services, is hereby amended to provide compensation to the ENGINEER at the hourly rates contained in the attached Exhibit A - "ABMB ENGINEERS, INC. - 2006 RATE SCHEDULE FOR PROFESSIONAL SERVICES."

EXCEPT as amended herein, the original Agreement shall remain in full force and effect.

This 18th day of July, 2006

CITY OF CLINTON, MISSISSIPPI

ABMB ENGINEERS, INCORPORATED



Rosemary Aultman
Mayor

John E. McKee, Jr., PE
Principal

ATTEST:

ATTEST:


City Clerk



EXHIBIT A

ABMB ENGINEERS, INCORPORATED

2006 RATE SCHEDULE FOR PROFESSIONAL SERVICES

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal Engineer	185.00
Engineer Supervisor	180.00
Professional Engineer	125.00
Professional Surveyor	85.00
Engineer Intern	60.00
Design Technician	75.00
CADD Technician	70.00
CADD Drafter	55.00
Inspector	55.00
Survey Party Chief	50.00
Survey Rodman	40.00
Clerical	45.00

<u>Equipment</u>	<u>Daily Rate</u>
GPS Equipment	140.00
18' Boat w/Hydrographic Equipment	165.00
16' Boat w/motor	125.00
All Terrain Vehicle	85.00

NOTE: The above hourly rates indicated for these classifications apply to regular time. If overtime work is required to meet Client's schedule, ABMB reserves the right to negotiate an overtime rate.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 13.

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

JUL 18 2006

ACCOUNT NO.:

CITY OF CLINTON

INTRODUCED BY: Richard Broome, P.E.

DISCUSSION/ACTION: Adjustment of Entergy Distribution Facilities for Construction of Hampstead Boulevard in Clinton, Hinds County

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

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



Entergy

Entergy Distribution
308 East Pearl Street
P.O.Box 1640
Jackson, MS 39215-1640
Tel 601 351 4127

BOARD APPROVED

JUL 18 2006

CITY OF CLINTON

RECEIVED
JUN 30 2006
CITY OF CLINTON
ENGINEERING DEPARTMENT

June 28, 2006

Mr. Richard Broome, P.E.
City Engineer
P O Box 156
Clinton, MS 39060-0156

Re: Adjustment of Entergy Distribution Facilities
For Construction of Hampstead Boulevard in Clinton
Hinds County
Entergy WR 438035 CEA 373200

Dear Mr. Broome:

Enclosed are duplicate originals of a Utility Agreement and support data covering the adjustment of Entergy distribution facilities on the above referenced city project. Please process this agreement for approval and return an executed copy for our files. Verbal notification that the agreement has been approved is requested so that the work may be scheduled at the earliest possible date.

Please let me know if additional information is needed.

Frank Wallace, P.E.
Senior Engineer

Enclosures

UTILITY AGREEMENT

CITY PROJECT "Hampstead Boulevard"

CITY OF CLINTON

HINDS COUNTY, MISSISSIPPI

LUMP SUM AGREEMENT

BOARD APPROVED

JUL 18 2006

CITY OF CLINTON

AGREEMENT BETWEEN ENTERGY MISSISSIPPI, INC. AND THE MAYOR OF CLINTON, HINDS COUNTY, FOR THE RELOCATION AND/OR REARRANGING OF ELECTRICAL FACILITIES OF ENTERGY MISSISSIPPI, INC. NECESSITATED BY THE CONSTRUCTION OF HAMPSTEAD BOULEVARD.

Entergy Mississippi Inc., hereinafter referred to as the Company, and the Mayor of Clinton, Hinds County acting for and in behalf of Clinton, Mississippi, hereinafter referred to as the City, hereby agree as follows:

1. That the City will submit a Project for road construction, being known as Hampstead Boulevard.
2. That due to the construction of this project, certain relocation and/or rearrangements of the existing pole line facilities of the Company, located on private right of way, will have to be made.
3. That the Company will make the necessary adjustment in its pole line facilities necessitated by the proposed road construction at a "Lump Sum" cost of \$14,023.41. A cost estimate and adjustment plans are attached hereto and made a part thereof.
4. That the Company shall construct the most economical type of lines in the new location as will satisfactorily meet the same service requirements of the old lines in the old location.
5. That the City will reimburse the Company the costs of the work done hereunder upon presentation of a billing statement.
6. That this contract is executed pursuant to an order of said Mayor of Clinton at a Board of Alderman meeting duly made and entered in the minutes of said Board in Book _____, Page _____.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names through their duly authorized officers this the _____ day of _____, 2006.

ENTERGY MISSISSIPPI, INC.

By Barry Aron
Manager, Engineering

By _____
Mayor of Clinton
Hinds County

Attest:

City Clerk of Clinton
and ex officio clerk of the Board of
Aldermen, Clinton.

(SEAL)

**ADJUSTMENT OF ENTERGY DISTRIBUTION FACILITIES
FOR CONSTRUCTION OF HAMPSTEAD BOULEVARD IN CLINTON
HINDS COUNTY
WR 438035 CEA 373200**

**SUMMARY OF COST
June 13, 2006**

ITEM	SUBTOTAL AMOUNT
1. New Material:	\$ 4,259.86
2. Labor	\$ 5,472.40
3. Equipment	\$ 1,491.15
4. Corporate Overhead and Contingencies (not included in DIS estimate)	<u>\$ 2,800.00</u>
TOTAL COST TO THE CITY OF CLINTON	<u>\$ 14,023.41</u>

NOTES

All estimated overheads are included in above Summary of Cost.

Entergy Mississippi
Prepared for

Jun 13, 2006

WR No: 438035 WR Status: APPR Designer: PEACOCK, JOHN ARTHUR
WR Type: HIGHWAY Entry Date: 26-MAY-06 Local Office: CLINTON
Remarks: 3 Commitment: 30-JUN-06 Tax District: 3
WR Name: CLINTON - 6X07/6X09 RELOCATION City: CLINTON
Address: HAMPSTEAD BLVD
Estimate: 2 Working
Est Desc: CLINTON - 6X07/6X09 RELOCATION excl xfmr removal
Project ID: C6DB373200
Work Order: C6DB373200

30-JUN-06

\$MU Code	Description	A Qty	Material	Labor	Equipment	TOTAL COSTS
CLT	CONDUCTOR HANDLING LG BAR I	32	0.00	1,591.81	435.83	2,027.64
IPINA477	13KV PIN INSULATOR WITH T I	8	110.72	37.81	10.36	158.90
PX30A477	THREE PH TANGENT, 10' XAR I	8	1,389.32	439.75	120.38	1,949.45
TAILBOARD-CONF	TAILBOARD CONFERENCE LABO I	6	0.00	106.60	29.19	135.79
WP50-3	POLE, WOOD SOFT CL3 PENTA I	4	2,699.41	930.04	254.65	3,884.10
IN	CROSSARM PIN, STRAIGHT I	8	60.41	7.94	2.20	70.55
Customer Contribution		I	0.00	0.00	0.00	0.00
Dock Costs		I	0.00	132.32	31.98	164.30
Equipment Vouchers		I	0.00	0.00	0.00	0.00
Labor Vouchers		I	0.00	0.00	0.00	0.00
Material Vouchers		I	0.00	0.00	0.00	0.00
Other Vouchers		I	0.00	0.00	0.00	0.00
Per Diem Costs		I	0.00	0.00	0.00	0.00
Travel Costs		I	0.00	0.00	0.00	0.00

Total Install \$ 4,259.86 \$ 3,246.26 \$ 884.61 \$ 8,390.73

CLT	CONDUCTOR HANDLING LG BAR R	32	0.00	1,591.81	435.83	2,027.64
IPINA477	13KV PIN INSULATOR WITH T S	8	0.00	18.91	5.18	24.09
PX30A477	THREE PH TANGENT, 10' XAR S	8	0.00	219.98	60.19	280.17
WP40-3	POLE, WOOD 40FT CL3 PENTA S	4	0.00	298.47	81.74	380.22
XPIN	CROSSARM PIN, STRAIGHT S	8	0.00	3.97	1.10	5.07
Customer Contribution		R	0.00	0.00	0.00	0.00
Dock Costs		R	0.00	67.65	16.36	84.00
Equipment Vouchers		R	0.00	0.00	0.00	0.00
Labor Vouchers		R	0.00	0.00	0.00	0.00

ENTERGY DISTRIBUTION INFORMATION SYSTEM

Entergy Mississippi
Prepared for

Jun 13, 2006

WR No: 438035 WR Status: APPR Designer: PEACOCK, JOHN ARTHUR
WR Type: HIGHWAY Entry Date: 26-MAY-06 Local Office: CLINTON
Remarks: 3 Commitment: 30-JUN-06 Tax District: 3
WR Name: CLINTON - 6X07/6X09 RELOCATION City: CLINTON
Address: HAMPSTEAD BLVD
Estimate: 2 Working
Est Desc: CLINTON - 6X07/6X09 RELOCATION excl xfmr removal
Project ID: C6DB373200
Work Order: C6DB373200

U/MU Code	Description	A Qty	Material	Labor	Equipment	TOTAL COSTS
Other Vouchers		R	0.00	0.00	0.00	0.00
Per Diem Costs		R	0.00	0.00	0.00	0.00
Travel Costs		R	0.00	0.00	0.00	0.00
Customer Contribution		S	0.00	0.00	0.00	0.00
Dock Costs		S	0.00	25.34	6.13	31.47
Equipment Vouchers		S	0.00	0.00	0.00	0.00
Labor Vouchers		S	0.00	0.00	0.00	0.00
Other Vouchers		S	0.00	0.00	0.00	0.00
Per Diem Costs		S	0.00	0.00	0.00	0.00
Travel Costs		S	0.00	0.00	0.00	0.00
Total REMOVE			\$ 0.00	\$ 2,226.13	\$ 606.54	\$ 2,832.67
Total Capital/Maintenance/Operations			\$ 4,259.86	\$ 5,472.40	\$ 1,491.15	\$ 11,223.40
AFUDC			(1)	(2)	(3)	\$ 5.96
Total Capital/Maintenance/Operations/AFUDC						\$ 11,229.36

JUL 18 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTON

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 14.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Engineering contract with ABMB Inc. for Intersection Improvement Project

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

BOARD ACTION:MOTION MADE BY: GreerSECONDED BY: Morgan

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.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**BY AND BETWEEN
THE CITY OF CLINTON, MISSISSIPPI
AND
ABMB ENGINEERS, INCORPORATED
FOR THE CITY OF CLINTON, MISSISSIPPI**

BOARD APPROVED

JUL 18 2006

CITY OF CLINTON

THIS AGREEMENT, made this 18th day of July, 2006 by and between the **CITY OF CLINTON, MISSISSIPPI**, a municipal corporation, hereinafter called the "CITY", and **ABMB ENGINEERS, INCORPORATED**, having its principal place of business at 700 North State Street, Suite 300, Jackson, MS 39202 and mailing address of 700 North State Street, Suite 300, Jackson, MS 39202, hereinafter called the "ENGINEER".

- A. WHEREAS, the CITY has decided to retain professional engineering services for the project described herein below in Exhibit A (the "PROJECT"); and
- B. WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B for the consideration and upon the terms hereinafter stated;
- C. WHEREAS, CITY and ENGINEER desire to contract for specific services in connection with the PROJECT and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereby agree as follows:

SECTION 1 – SERVICES BY THE ENGINEER (BASIC SERVICES)

- A. The work to be performed under this Agreement consists of providing professional engineering services for the PROJECT.
- B. The following exhibits are attached to and made a part of this Agreement:
1. Exhibit A: Project Description – *Intersection Improvements (City Proj. #___)*
 2. Exhibit B: Scope of Services and Fee Schedule
 3. Exhibit C: Schedule of Work
- C. The ENGINEER shall provide professional engineering services pursuant to this Agreement and shall assign personnel experienced in their respective fields to perform the work described in Exhibit "B".

- D. By executing this Agreement, the CITY authorizes the ENGINEER to provide professional services for the PROJECT described in Exhibit A in accordance with the Scope of Services set forth in Exhibit B. The CITY shall compensate the ENGINEER for these services in accordance with the provision of Section 6. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit C.
- E. Authorized Representative. **John E. McKee, Jr., PE (MS #9688)** is hereto authorized to receive direction from the CITY and to act on behalf of the ENGINEER for this project.

SECTION 2 - ADDITIONAL SERVICES BY ENGINEER

- A. The CITY may require the ENGINEER, by specific written authorization to provide or have performed by qualified persons or firms, any additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the CITY as separate elements of cost in accordance with the terms presented in Section 6.

SECTION 3 - SERVICES TO BE PROVIDED BY THE CITY

The CITY, at no cost to the ENGINEER, agrees to furnish the following services:

- A. Provide criteria and information as to the CITY'S design requirements for the work to be performed under the Agreement including design objectives and constraints; space, capacity, and performance requirements; flexibility and any budgetary limitations; and furnish copies of design and construction standards which the CITY will require to be included in the design drawings and specifications.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports, surveys, drawings and other data relative to design or construction of the work.
- C. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services of the ENGINEER included under this Agreement.
- D. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER included under this Agreement.
- E. Acquire property for both permanent right of way and temporary construction easements, based on requirements as determined by the ENGINEER and approved by the CITY.
- F. Designate a person to act as the CITY'S representative with respect to the services to be rendered under this Agreement.
- G. Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of the developments that affect the scope or timing of the ENGINEER'S services.

SECTION 4 - TIME SCHEDULE

- A. Notice to Proceed. The ENGINEER shall commence with the professional services to be performed pursuant to this Agreement within ten (10) working days from the Execution Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by the CITY as set forth in Exhibit "C". The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- B. Changes in Scope. If the CITY requests, in writing, modifications or changes in the scope of work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit "C" through no fault or negligence of the ENGINEER, the ENGINEER'S period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the CITY by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination represented by the percentage of the project completed as of the date of termination. The CITY shall have no exposure of liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the CITY within ten (10) working days after termination.
- D. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of either party.

SECTION 5 - INSURANCE

In carrying out the work herein proposed, the ENGINEER will maintain, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense carry public liability and contractor's protection, liability insurance, each with maximum limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance with limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and Workman's Compensation Insurance.
- B. ENGINEER shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.

- C. ENGINEER shall have in force professional liability insurance in an amount not less than \$500,000.00. This liability insurance shall remain in force from the contract date until the completion of the one year construction warranty period.
- D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to retain such insurance.

SECTION 6 - PAYMENT FOR SERVICES

- A. Compensation. In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the CITY shall pay the ENGINEER a total lump sum fee of \$ 70,000.00 ~~69,000.00~~ which may not change except in the case of amendment to this Agreement as a result of change in the scope of work set forth in Exhibit "B".
- B. Payment Schedule. ENGINEER shall submit invoices monthly for services rendered during the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice shall be based on the total of costs incurred by the ENGINEER for approved services. CITY shall make payments within forty-five (45) days after receipt of the ENGINEER'S invoices. If the ENGINEER'S invoices are correct and in the format acceptable to the CITY, the CITY will approve the ENGINEER'S invoices within twenty-one (21) days after receipt by the CITY.
- C. Additional Services. CITY shall pay ENGINEER for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the CITY. A written amendment to the Agreement shall be prepared which describes the authorized services and the additional lump sum fee to be paid to the ENGINEER for the cost of the additional services. No additional services shall be performed by the ENGINEER until the amendment to the Agreement has been executed by both parties.
- D. Records and Audits. The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The CITY reserves the right to audit the ENGINEER'S accounts which relate to services provided under this Agreement.

SECTION 7 - PERSONNEL AND FACILITIES

- A. The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion times referenced in Section 4 above. Such personnel shall not be employees of nor have any contractual relationship with the CITY. All personnel assigned to work shall be fully qualified. The ENGINEER shall upon request provide to the CITY resumes of all key personnel assigned to the work to be performed under this Agreement.
- B. All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the CITY.

SECTION 8 – CONDITIONS OF AGREEMENT

- A. This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment duly executed by both parties.

IN WITNESS WHEREOF, the CITY and the ENGINEER, acting through their duly authorized representatives have hereto caused this Agreement to be executed this day and year first above written.

CITY OF CLINTON, MISSISSIPPI

ABMB ENGINEERS, INCORPORATED

Honorable Rosemary Aultman
Mayor

John E. McKee, P.E.
Principal

ATTEST:

ATTEST:

City Clerk

EXHIBIT A

INTERSECTION IMPROVEMENTS PROJECT CITY OF CLINTON, MISSISSIPPI (PROJECT NO. ____)

PROJECT DESCRIPTION

The work of this project, as defined by this Agreement, consists of providing Professional Surveying, Professional Engineering and other Technical Services required to develop plans, specifications and cost estimates for roadway improvement work to be done at the following three (3) intersections in the City of Clinton:

1. Springridge Road at Trailwood Drive
2. Springridge Road at the I-20 eastbound Ramps
3. Clinton Boulevard at Lakeview Drive

The specific roadway construction that will be done at each of these locations will vary. The basic type of work that will be done at each intersection was determined by a 2005 traffic study that analyzed current and future traffic volumes and, using current design requirements, recommended intersection improvements. The general descriptions of those recommended improvements are below.

- Springridge Road at Trailwood Drive: This "T" intersection is currently controlled by a one-way stop. Geometric improvements include the possible addition of a southbound right turn and the required addition of an eastbound left turn lane. Turn lane construction will be immediately followed by the installation of a new traffic actuated, mast arm mounted traffic signal, new pavement markings and traffic control signing.
- Springridge Road at the I-20 eastbound Ramps: This interstate ramp crossing is currently controlled by a one-way stop. Construction at this intersection is for the installation of a new traffic actuated, mast arm mounted traffic signal, new pavement markings and traffic control signing.
- Clinton Boulevard at Lakeview Drive: This currently signalized four-legged intersection will undergo geometric improvements to add a right turn lane on the north leg and possibly add a right turn lane on the east legs. The existing span-wire mounted traffic signal will be removed and upgraded with the installation of new traffic actuated, mast arm mounted traffic signal. New pavement markings and traffic control signing will also be installed.

EXHIBIT B

SCOPE OF SERVICES AND FEE SCHEDULE

1.0 DESIGN PHASE SERVICES

Preliminary Design Phase: The work in the Preliminary Design Phase will be initiated upon receipt of the Notice to Proceed and shall be completed in the following steps:

- 1.1 Consult with the CITY to clarify and define the CITY'S requirements for the Project and review available data.
- 1.2 Collect existing data including but not limited to existing plans, signal phasing and timing data, photogrammetric maps, right of way maps, proposed plans if any, and quadrangle maps.
- 1.3 Perform detailed field surveys at each intersection required for the development and evaluation of preliminary design and final design. Stake and reference a base line for the project and establish monument type bench marks as needed.
- 1.4 Meet with the CITY to present conceptual design of improvements to intersections for approval.
- 1.5 Conduct field visits to project sites and meet with representatives of the CITY to determine special requirements and/or conditions.
- 1.6 Develop base maps/plans from detailed field survey data.
- 1.7 Prepare opinions of probable construction costs for geometric improvements and signal installations based on design drawings.
- 1.8 Prepare preliminary plan-profile sheets platting pertinent topography and ground survey data. Establish horizontal and vertical alignment of the roadway and develop detailed typical sections for the roadway as needed.
- 1.9 Develop a general description and criteria for right of way, working easements and permanent easement widths (not metes and bounds) and indicate preliminary right of way and easement requirements on the plan-profile sheets as needed. Determine apparent ownership of property where right of way is required.
- 1.10 Locate all telephone, electric, power, gas, water, sewer and other utility lines, including their component structures from as built record drawings and field surveys and identify the owner of each utility. Conduct all necessary studies to determine required utility adjustments.
- 1.11 Prepare right of way plans to reflect all right of way and easements required and prepare plats and property descriptions for required parcels as needed.
- 1.12 Prepare preliminary plan for maintenance of traffic and property access during construction, said plan to consist of a written description along with drawings as needed.

- 1.13 Prepare recap of preliminary quantities and a preliminary construction cost estimate.
- 1.14 Prepare a draft set of contract documents and specifications.
- 1.15 Submit three (3) sets of the above preliminary design documents to the CITY for review and comments.
- 1.16 Participate in a plan-in-hand review of the preliminary plans at the project sites.

Final Design Phase: The work in the Final Design Phase will be initiated upon receipt of the comments from the CITY regarding the preliminary design documents and shall be completed in the following steps:

- 1.17 On the basis of the approved preliminary design documents, prepare final construction drawings, typical sections, construction details and contract documents for approval by the CITY.
- 1.18 Modify the preliminary design documents as necessary to reflect CITY'S comments on same.
- 1.19 Contact the utility companies whose facilities or rights of way will be affected by the proposed construction. Make on-site inspections with the utility companies' representatives to determine the feasibility of the construction as proposed.
- 1.20 Perform detailed design and prepare construction details for miscellaneous roadway items such as driveways, manhole and water valve adjustments, seeding and grassing, etc., as needed.
- 1.21 Perform detailed design and prepare construction drawings for minor structures such as junction boxes, retaining walls, special manholes, etc., as needed.
- 1.22 Prepare final maintenance of traffic and property access plan for inclusion into the construction plans and contract documents as needed.
- 1.23 Prepare final contract documents and specifications.
- 1.24 Prepare final quantity recap and construction cost estimate.
- 1.25 Submit three (3) sets of the above final design documents to the CITY and MDOT as required for review and approval.

2.0 BIDDING AND CONTRACTING PHASE

- 2.1 Furnish up to a maximum of three (3) copies of the Plans and Contract Documents to the CITY prior to bidding.
- 2.2 Prepare and issue Contract Documents to prospective bidders, and keep a record of their issuance.

- 2.3 Prepare and issue Addenda (where required and following approval by the CITY) to each known procurer of the Contract Documents.
- 2.4 Provide non binding type information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 2.5 Attend a pre-bid conference if requested by the CITY.
- 2.6 Attend the opening and reading of bids. Verify extension and totals and prepare bid tabulation. Review the bids and make recommendations to the CITY regarding the award of the contract.
- 2.7 Assist the CITY in the preparation of the documents necessary to complete the award.
- 2.8 Conduct a preconstruction conference.

3.0 CONSTRUCTION PHASE

ENGINEER shall review the contractor's proposed plan of work to insure an orderly prosecution of the work which will result in a minimum of delay in the completion effort.

- 3.1 Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents and construction schedule. ENGINEER will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, unless such techniques and sequences are required by law or specified in the bid documents, and for failure by the Contractor to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of these on-site observations as an experienced and qualified design professional, the ENGINEER will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against deficiencies in the work of the Contractor, and will notify the CITY if the observed work fails to conform to the Contract Documents. When necessary during construction, the ENGINEER will schedule and conduct meetings with the CITY, Contractor and any subcontractors at the construction site to discuss progress, project schedules, problems, conflicts and observations of the ENGINEER, Contractor or the CITY. The CITY'S designated representative may attend these meetings and will be provided with the minutes of all meetings. The ENGINEER shall also prepare a construction progress report monthly in a format acceptable to the CITY. This progress report shall be submitted by the tenth of each month for the preceding months work and shall accompany the Contractor's monthly application for payment.
- 3.2 Check and approve shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.

- 3.3 ENGINEER will prepare change orders if authorized in writing by the CITY. ENGINEER will act as initial interpreter of the terms and conditions of the Contract Documents and as the initial judge of the performance thereunder.
- 3.4 The ENGINEER will review the Contractor's application for payment, and supporting data, and determine the amount owed to the Contractor for progress and final payments. Such approvals of payment will constitute a representation to the CITY, based on such observations and review, that the work has progressed to the point indicated and that, to the best of ENGINEER'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents and any qualifications stated in ENGINEER'S review of the Contractor's application for payment.
- 3.5 Conduct, in company with the CITY, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, assemble project closeout documents and recommend approval in writing of final payment to the Contractor.

4.0 REPORTING

- 4.1 The ENGINEER shall submit a progress report by the tenth of each month. The progress report shall include, but not be limited to a summary of the work tasks completed the previous month, a discussion of any major problems encountered and the status of resolution of same, and a discussion of tasks to be accomplished during the upcoming month. The progress report shall be submitted with the ENGINEER'S invoice for services. The CITY shall establish the format for the progress report.
- 4.2 The ENGINEER shall schedule coordination meetings as required or as requested by the CITY to be held in the CITY'S office. The ENGINEER'S project manager shall be in attendance. The ENGINEER shall prepare and submit to the CITY the minutes of the meetings.

5.0 ADDITIONAL SERVICES

- 5.1 Any design phase services not included in this Exhibit shall be considered Additional Services. The CITY will pay the ENGINEER for authorized Additional Services in accordance with the terms of the Section 6 of the Agreement.

6.0 FEE SUMMARY

- 6.1 The following costs are determined to be the costs expected to be incurred by the ENGINEER to perform the services outlined above, and is the basis for the lump sum fee listed in Section 6 of the Agreement:

Springridge Road at Trailwood Drive

Topographic Survey and Mapping:	\$ 2,000
Preliminary Design Phase:	\$10,000
Final Design Phase:	\$ 5,000
Bidding and Contracting Phase:	\$ 2,000
Construction Phase:	\$ 8,000

Total fee for Intersection: \$27,000

Springridge Road at I-20 Eastbound Ramp

Topographic Survey and Mapping:	N/A
Preliminary Design Phase:	N/A
Final Design Phase (Permitting from MDOT):	\$5,000
Bidding and Contracting Phase:	\$2,000
Construction Phase:	\$8,000

Total Fee for Intersection: \$15,000

Clinton Boulevard at Lakeview Drive

Topographic Survey and Mapping:	\$ 3,000
Preliminary Design Phase:	\$10,000
Final Design Phase:	\$ 5,000
Bidding and Contracting Phase:	\$ 2,000
Construction Phase:	\$ 8,000

Total fee for Intersection: \$28,000

TOTAL FEE FOR PROJECT: \$70,000.00

EXHIBIT C

SCHEDULE OF WORK

1.0 PERIOD OF SERVICE

The Schedule of Work for the services included under this Agreement is as follows:

Task

Days

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 18, 2006

AGENDA ITEM NO. 15.

CONSENT AGENDA:

TO: **BOARD APPROVED**

FOR:

JUL 18 2006

ACCOUNT NO.:

CITY OF CLINTON

INTRODUCED BY:

DISCUSSION/ACTION: Transportation Enhancement Project

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

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Morgan

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

A

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.



(Arrow Drive east of Clinton High School)

BOARD APPROVED

**City of Clinton Transportation Enhancement
Project Application**

JUL 18 2006

CITY OF CLINTON

Multi-Use Paths on Clinton Parkway and Arrow Drive

July 2006

DRAFT

cell phone 624-7983



BOARD APPROVED

JUL 18 2006

TRANSPORTATION ENHANCEMENT

CITY OF CLINTON

PROGRAM APPLICATION

1. Project Number: _____ (To be completed by MDOT) If Earmarked?: ☐ Exempt ☐ Non-Exempt
2. Date: 7/18/2006 3. County: Hinds
4. Applicant: City of Clinton (Local Public Agency)
5. Contact Person: Richard Broome, City Engineer (Technical/Administrative) 6. Phone: 601924-5462
7. Address: P.O. 156, Clinton, MS 39060
8. Project Location: Along Clinton Parkway and Arrow Drive.
9. Project Description: Widen existing sidewalk along Clinton Parkway from McRaven St to Northside Dr. to 10 feet.
Install new 10 foot path along Arrow Dr from Pinehaven to Cynthia Dr.

10. ☒ Has the Project been selected by the MDOT for the Transportation Enhancement Program?

11. Special Match Credit Program or Special Project Category (Select only one (a or b) or neither):

- a. ☒ Participation in MDOT Special Match Credit Program is requested. MDOT Procedure must have been followed by the LPA for any Consultant Selection. PE and Design, ROW and Other Costs paid by the LPA are eligible for consideration in the Special Match Credit Program for Transportation Enhancement Projects. For all other categories of projects only ROW and Other Costs paid by the LPA are eligible for consideration. LPAs within MPO areas must follow MPO policy on Special Match Credit Program participation.
- b. ☐ Project is not eligible for MDOT Special Match Credit Program but is one of the Special Project Categories allowing up to 100% Federal funds with no local match, e.g. intersection signal projects, some safety projects, etc.

12. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST		TOTAL	CONSTRUCTION PROJECT FUNDING *		
PE and Design Costs to be paid by LPA		120,000.00	Available LPA Federal Aid Funds		
Right-of-Way (ROW) Costs to be paid by LPA		25,000.00	WITH SPECIAL MATCH CREDIT (PE ELIGIBLE)		
Other Costs to be paid by LPA		10,000.00	Federal Share	1,044,000.00	91%
Sub-total PE & ROW to be paid by LPA		155,000.00	Local Share	106,000.00	9%
Construction Costs		1,000,000.00	Total	1,150,000.00	100%
Construction Engineering (5% Const. Cost)		50,000.00	* - Actual funding and special match credit will be determined by the MDOT Contract Administration Division after the receipt of bids based upon the eligibility of project work for federal aid participation and the available LPA allocation of federal aid funds.		
Testing (5% Const. Cost)		50,000.00			
Contingency (5% Const Cost)		50,000.00			
Sub-total Construction Cost		1,150,000.00			
TOTAL PROJECT COST		1,305,000.00			

13. SUBMITTED BY:

Applicant: _____

(Signature)

Title: Mayor

(Mayor, Pres. Board Supervisors, Agency Head)

Printed/Typed Name: Rosemary Aultman

14. APPROVED BY:

MDOT: _____

(Signature)

Date: _____

DESCRIPTION OF THE PROPOSED PROJECT

The proposed project will extend multi-use paths in north and central Clinton to connect the Olde Towne business district and Mississippi College to the Natchez Trace Parkway, the new visitor's center located adjacent to the Natchez Trace Parkway, Clinton High School, the Clinton School District and new athletic facilities, the new Clinton Park Elementary School, and Traceway Park. Figure 1 indicates the existing, under design, and proposed Transportation Enhancement Project path extensions and bike lanes. The city has just constructed a 10-foot wide path adjacent to Arrow Drive from Clinton High School east to the property of the new Clinton Park Elementary School, as well as bike lanes on a segment of Northside Drive at Cynthia Drive. The city is preparing design plans to include a 10-foot wide path along Pinehaven Drive from Northside Drive to Arrow Drive.

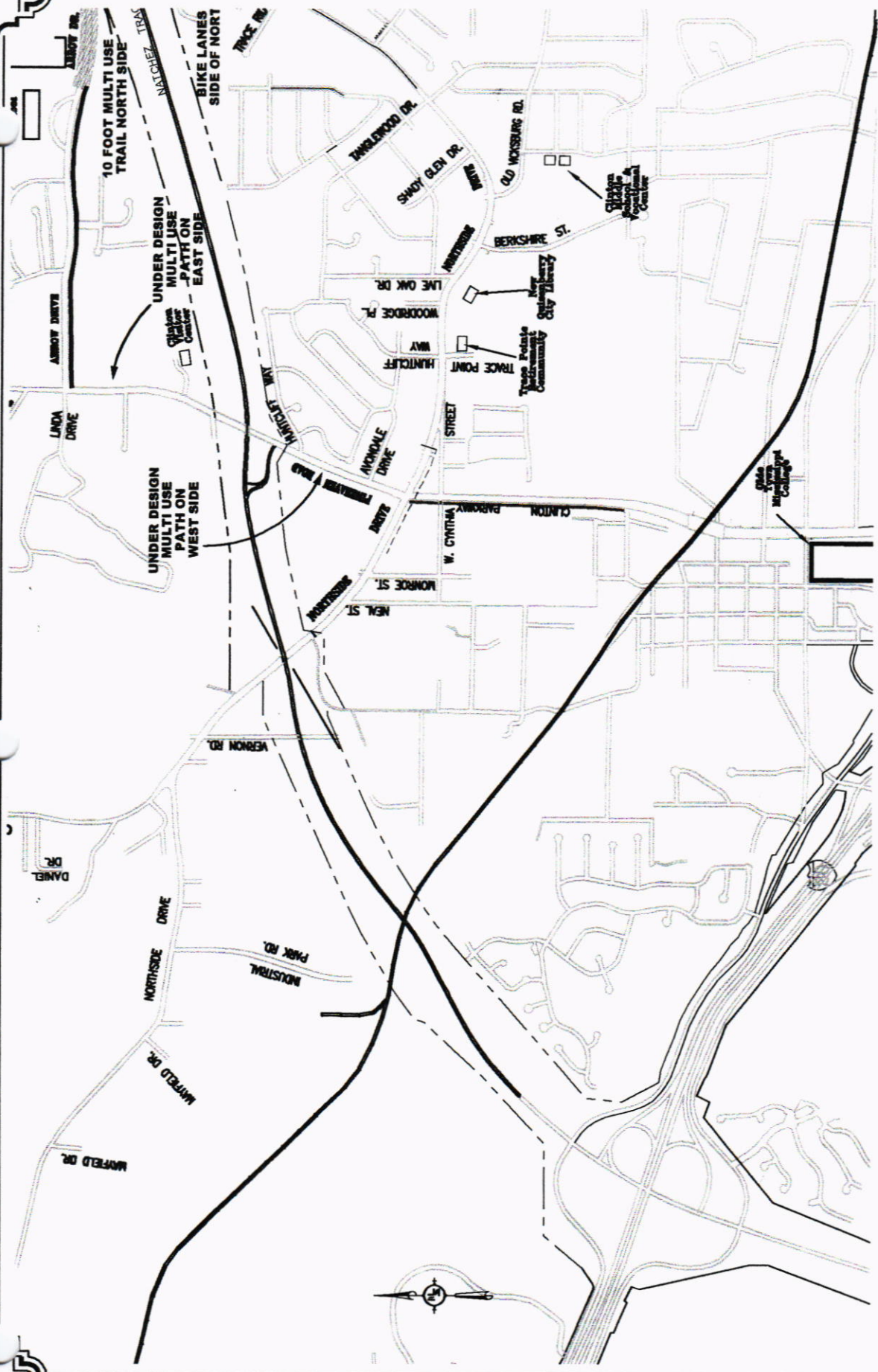
The proposed Transportation Enhancement Project will continue the 10 foot multi-use paths in two directions. First an existing 5-foot wide sidewalk along Clinton Parkway will be widened to 10 feet from Northside Drive south to McRaven Street. Bike riders will be directed to use McRaven Street to Monroe Street to access the Olde Town Business District and Mississippi College.

The path will also connect Pinehaven Drive at Arrow Drive and continue east from Pinehaven Drive to Cynthia Drive, which ends at the Traceway Park. Bicyclists can then use park roads and paths to travel around the Traceway Park property.

The multiuse path will be a separate path adjacent to Clinton Parkway (widened sidewalk) and Arrow Drive. The path will be 10 feet wide with appropriate shoulders. The typical sections for the paths are shown on Figure 2-4 and a bridge section over Straight Fence Creek along Arrow Drive is shown on Figure 5.

The proposed path will meet AASHTO guidelines for bicycle facilities, basically matching the existing path and path under design on Pinehaven Drive.

Right-of-way and permanent easements will be obtained as necessary by the city and will figure into a special match credit.



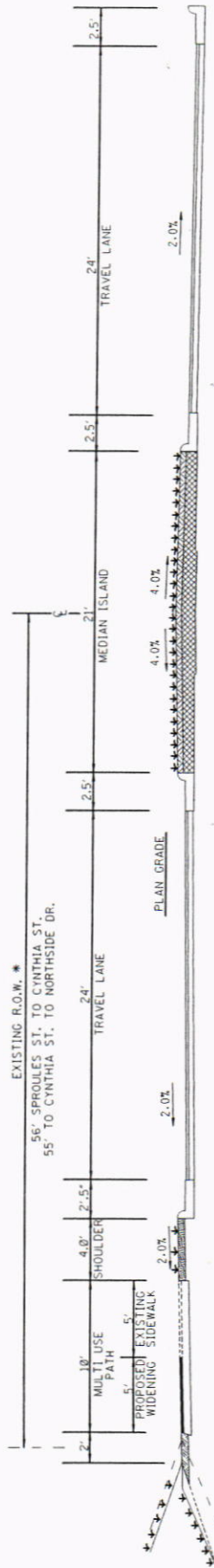
LEGEND:

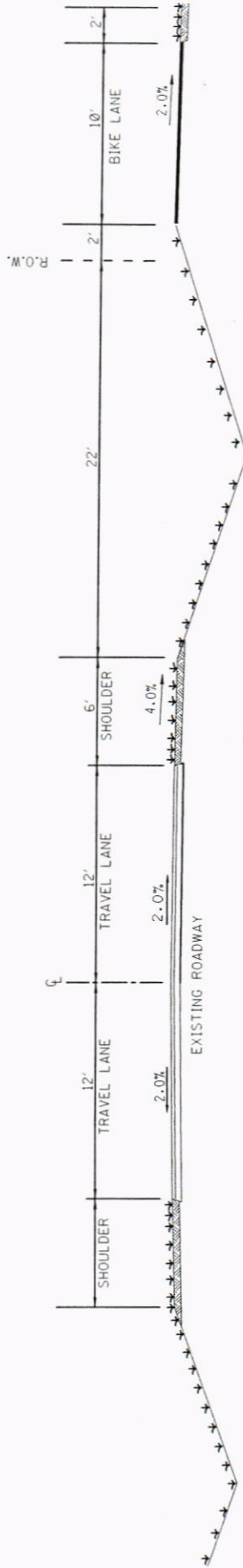
ADD MULTI USE
PATHS ALONG EXISTING
ROADWAYS

CLINTON
HISTORY • PRIDE • PROGRESS
ROSEMARY AULTMAN
MAYOR

Fig. 1

NEEL-SCHAFER
Jackson, Mississippi



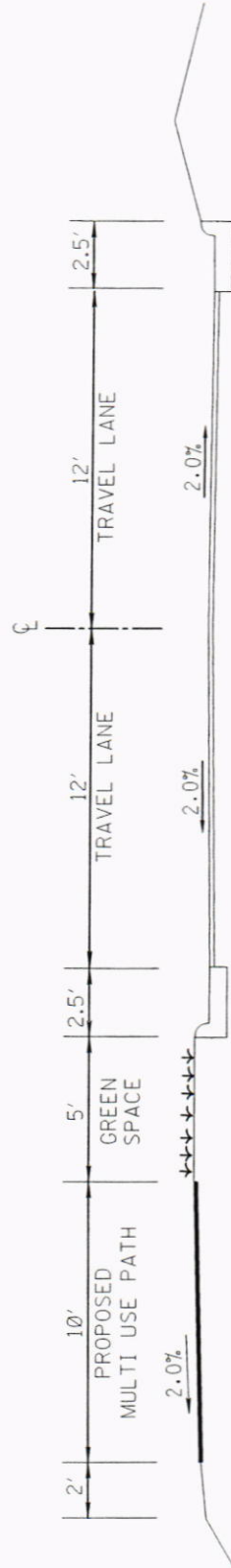


ARROW DRIVE MULTI USE PATH
FROM PINEHAVEN DR. TO SIXTEENTH
SECTION LAND, PAST THE CLINTON HIGH SCHOOL
(START OF EXISTING MULTI USE PATH CONSTRUCTION
UNDER PROJECT NO. TCSP7306 00(002))

CLINTON
HISTORY PRIDE PROGRESS
ROSEMARY AULTMAN
MAYOR

Fig. 3

NEEL-SCHAFER
Jackson, Mississippi



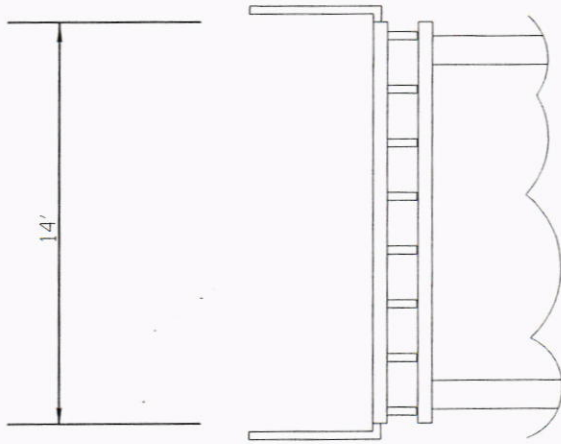
* RIGHT OF WAY EASEMENT AS NEEDED
ACROSS SIXTEENTH SECTION LAND AND N.T.P..

ARROW DRIVE MULTI USE PATH BEGINNING AT
EXISTING MULTI USE PATH (CONSTRUCTED UNDER
PROJECT TCSP 730 600(002)) TO CYNTHIA DRIVE
SIXTEENTH SECTION PROPERTY FOR
THE NATCHEZ TRACE PARKWAY

CLINTON
HISTORY PRIDE PROGRESS
ROSEMARY AULTMAN
MAYOR

Fig. 4

NS
NEEL-SCHAFER
Jackson, Mississippi



**ARROW DRIVE
BRIDGE SECTION
STRAIGHT FENCE CREEK**



Fig. 5

NEEL-SCHAFER
Jackson, Mississippi

MAPS, PLANS, AND PHOTOGRAPHS

Figure 1 — Project Vicinity Map

**Figure 2-4 — Typical Roadway Sections
Clinton Parkway
Arrow Drive (2)**

Figure 5 — Typical Bridge Section

EVIDENCE OF ELIGIBILITY BY PROJECT ACTIVITY

The bike facility as proposed for the City of Clinton addressed under the provisions set forth by Section 3.2.1 – Provision of facilities for pedestrians and bicycles. This facility will meet all design standards of the AASHTO (American Association of State Highway and Transportation Officials) and will comply with the Americans with Disabilities Act when appropriate.

The path will be a 10-foot wide pathway on one side of the road and will switch sides on Arrow Drive east of the high school, changing from the south side to the north side.

BENEFITS OF PROPOSED PROJECT

The benefits of this project will be to greatly enhance the quality of life in and around the City of Clinton and Western Hinds County by providing alternative modes of transportation. Providing this alternative facility will improve safety for motorists and cyclists, thereby improving the quality and utility of the existing transportation system.

The project will connect Olde Towne and Mississippi College in Central Clinton with the Natchez Trace Parkway, the Visitor's Center, Clinton High School, the Clinton School District's new athletic facilities, Clinton Park Elementary, and Traceway Park.

Connecting to the Natchez Trace Parkway enhances the opportunities for economic development for the city and Hinds County as many touring bicyclists travel along the Natchez Trace Parkway. Connecting to the Traceway Park will provide alternative routes for residents in North Clinton to access the park facilities.

The National Park Service (NPS) is to construct a bike path along the Natchez Trace Parkway over the next 5-6 years that will reach from I-20 in Clinton to the Ross Barnett Reservoir in Madison. Adding these pathways in the city will provide connections within the city to the bike path along the Natches Trace Parkway for recreation biking and access to other parts of the metro area.

ENVIRONMENTAL REVIEW

Potential environmental concerns will be addressed according to all local, state and federal environmental laws, regulations and requirements for this project. The Mississippi Department of Transportation's environmental form ENV-160 will be completed as required. This form generally defines pedestrian and bike trails as categorical exclusion projects.

This project is not expected to have substantial negative impacts on air pollution, cultural resources, hazardous waste sites, protected or endangered species, water quality, parks, recreation or wildlife areas. If any of these are found to be impacted during the design process, all of the necessary steps required will be taken.

No significant utility relocations are expected for this project. If any are found, they will be coordinated in the design stage.

The project will cross the NPS rights-of-way along Arrow Drive east of the existing path to Cynthia Drive. The project will be coordinated with the NPS and necessary permits will be obtained as well as easements.

BUDGET AND IMPLEMENTATION SCHEDULE

A detailed cost estimate and schedule is included as follows.

PRELIMINARY COST ESTIMATE CLINTON PARKWAY AND ARROW DRIVE PATHS HINDS COUNTY

Description	Units	Quantity	Unit Price	Estimated Cost
Removal of Obstructions	LS	1	\$34,000	\$34,000
Clearing and Grubbing	LS	1	\$50,000	\$50,000
Excess Excavation	CY	7,500	\$10.00	\$75,000
Borrow Excavation	CY	15,000	\$15.00	\$225,000
Crushed Stone Base	CY	2,000	\$25.00	\$50,000
Concrete Sidewalks	SY	1,600	\$35.00	\$56,000
Hot Mix Asphalt	TONS	2,000	\$65	\$130,000
Maintenance of Traffic	LS	1	\$50,000	\$50,000
Mobilization	LS	1	\$100,000	\$100,000
Wood Bridges (14' wide)	LF	50	\$1,000	\$50,000
Pipe Extension	LS	1	\$50,000	\$50,000
Striping	LS	1	\$25,000	\$25,000
Signing	LS	1	\$5,000	\$5,000
Other Miscellaneous Items (Erosion Control, Roadway Staking, etc.)	LS	1	\$100,000	\$100,000
Construction Cost				\$1,000,000
Construction Engineering				\$50,000
Testing Costs				\$50,000
Contingency (5%)				\$50,000
TOTAL CONSTRUCTION COST				\$1,150,000

PROPOSED MAINTENANCE AGREEMENTS
AND RESERVATION COVENANTS

The City of Clinton agrees to maintain the proposed projects with their general funds. The estimated annual cost of maintenance for this project is estimated at \$15,000 per year based on a unit cost of \$10,000 per mile per year for path facilities.

THE CITY OF CLINTON

Rosemary Aultman, Mayor

much detail as possible. Include any detailed estimates that have been prepared for the proposed work. Include all cost.

Legal and Compliance Certification.

Certify that no known foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion. This certification must be executed by either the Mayor, President of the Board of Supervisors, or State Agency Head, whichever applies to the applicant. The certification must be in the form of a Board order for local governments, indicating the approval of either the Board of Aldermen or Board of Supervisors. *

Proposed Maintenance Agreements, and Preservation Covenants.

Attach proposed maintenance plans, agreements, and preservation covenants. Include an estimate of the annual cost of maintenance and the source of those funds. Rails-to-Trails Districts must include an executed contract agreement with a government entity that agrees to maintain the proposed project.

Memorandum of Understanding *

Each applicant must execute the Memorandum of Understanding indicating their willingness to participate in the *Transportation Enhancement* program and the terms and conditions, to ensure Federal and State rules and regulations will be followed.

4.6 APPLICATION SUBMITTAL:

An original and eight (8) copies of the application and attachments must be submitted. They must be bound separately. **DO NOT** submit applications in three ring binders, or other binders that make the proposal larger than 8 1/2 by 11 inches in size. Illustrations, maps, drawings, etc. up to 11 by 17 inches will be accepted provided they are folded to 8 1/2 by 11 inches. Please keep attachments in order.

Submit all requests for Transportation Enhancement projects to:

Jeff Pierce, P.E., State Planning Engineer
Planning Division, Room 7043, MDOT Administration Building
401 North West Street
Jackson, Mississippi 39201
Post Office Box 1850
Jackson, Mississippi 39215-1850
Telephone (601) 359-7685
FAX (601) 359-7652

If the project will lie within (or partially within) an urbanized area (places designated by the US Census as having an urban population of 50,000 or greater) then the project must be submitted through the *Metropolitan Planning Organization* (MPO.) Mississippi's Urbanized Areas and the appropriate MPOs are as follows:

Jackson Urbanized Area MPO:

MEMORANDUM OF UNDERSTANDING:**MEMORANDUM OF UNDERSTANDING**

The government entity of _____, Mississippi, (hereinafter referred to as the APPLICANT) for the purpose of committing to the agreed conditions under which the APPLICANT may utilize special Federal Surface Transportation Program *Transportation Enhancement* Funds provided by the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)* and subsequent acts hereby agrees to the following:

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in the MDOT Standard Operating Procedures and the Federal Highway Administration (herein after referred to as the FHWA) Federal aid Program Guide; and **WHEREAS**, the APPLICANT proposes to construct, reconstruct or improve a facility utilizing the *Transportation Enhancement* Funds provided by the SAFETEA-LU and subsequent acts as allocated to the MDOT; and

WHEREAS, the MDOT has allocated *Transportation Enhancement* Funds to be used throughout the State of Mississippi and intends to allocate additional *Transportation Enhancement* Funds as these funds become available; and

WHEREAS, the allocated *Transportation Enhancement* Funds may be used for funding approved projects using the maximum allowable funding ratio unless full participation would result in an amount greater than the MDOT has uncommitted and available at which time the Federal participation will be reduced accordingly so that the total construction cost of the project will not be exceeded.

NOW THEREFORE, the APPLICANT agrees that for the attached project application the APPLICANT will:

- **ARTICLE I:** After notification that the project has been approved by the Transportation Commission, execute the General Agreement.
- **ARTICLE II:** After receipt of the executed General Agreement, follow procedures outlined the Project Development Manual for Local Public Agencies for the development of the project. This manual is located at <http://www.gomdot.com/localgov/planning/pdm/manual.htm>
- **ARTICLE III:** Execute a Facilities Ownership and Use Policy that would allow the APPLICANT to maintain and operate or provide for the maintenance and operation of the completed project. Do not permit any changes to be made which would affect traffic and/or traffic control at the completed improvement without the prior approval of the MDOT. Do not permit any changes to be made to the completed improvement which would alter the approved definition of the facility as a *Transportation Enhancement* Project without the prior approval of the MDOT. Acceptable changes must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO.) The APPLICANT understands that failure to fulfill this responsibility in regard to maintenance of the improvement, its operation or regulation will disqualify the APPLICANT from receiving any *Transportation Enhancement* Funds until such

time as the deficiencies are corrected to the satisfaction of the MDOT and the FHWA, and if the deficiencies are not corrected the APPLICANT may be required to reimburse the MDOT for all project cost.

- **ARTICLE IV:** Be required to acknowledge the Mississippi Department of Transportation and the Federal Highway Administration for their participation in the project in any news releases or other promotional material for the project. The project sponsor should also notify the External Affairs Division of MDOT of any ceremonies related to the opening of the facility. A plaque or sign identifying the FHWA and MDOT as providing funding for the project will be required.
- **ARTICLE V:** Assume all responsibility for and save the MDOT harmless from any suits, action or claims of any character, brought for any injuries or damages received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this work.

IN WITNESS WHEREOF, the parties have affixed their signatures on the ____ day of _____, 20__, Minute Book __, Page ____ thereof.

APPLICATION OF, (_____) LOCATED IN THE COUNTY
OF _____, State of Mississippi,

TITLE: _____

(Typed Name: Agency Head, OR Mayor, OR President Board of Supervisors)

ATTEST _____
CLERK (Signature)

LEGAL AND COMPLIANCE CERTIFICATION

2
This is to certify that there are no known foreseeable legal improvements that would prohibit completion of the project. This is also to certify that this project complies with all applicable codes, standards and/or regulations required for its completion.

THE CITY OF CLINTON

Rosemary Aultman, Mayor