

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 2, 2004 – 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 Lott followed by the Pledge of Allegiance to the Flag led by Alderman Brabham.

ROLL CALL – City Clerk, Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw - Alderman Ward 1
 Tony Greer – Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher – Alderman Ward 4
 Herb Touchton – Alderman Ward 5
 Sharbert Lott – Alderman Ward 6
 Ken Dreher - City Attorney

RECOGNITION

Three new firefighters: Kenneth Hoskins, Chris White and Jay Mulligan were recognized. Swearing in of three new firefighters: Michael Mims, Benjie Guthrie and John Alman.

APPROVAL OF AGENDA ITEMS A-N

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

EXTERIOR RENOVATIONS TO 305 EAST MAIN STREET

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Greer to approve the exterior renovations to 305 E. Main Street owned by Bill & Pat Quisenberry. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

EXTERIOR RENOVATION TO 302 JEFFERSON STREET

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve the exterior renovation to 302 Jefferson Street in which Pentimento Books will operate. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR SNO-ZONE TO BE LOCATED AT 322 HWY 80

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Brabham to approve the preliminary site plan for Sno-Zone to be located at 322 Hwy 80 and owned by Robert Tanksley. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE FOR A CONVENIENCE STORE/FUEL CENTER TO BE LOCATED AT 1711 NORTHSIDE DRIVE

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the conditional use for a convenience store/fuel center to be located at 1711 Northside Drive and owned by Kawaljit Singh. Board stated that an 8 ft. wood fence would be needed in the rear of building parallel with Northside Drive and to run the distance of rear property line. The Board expressed its concern about potential problems with the septic sewer system at this location, said system having been approved by Hinds County. Mr. Singh was told that should the system fail, that the installation of an acceptable system (as approved by Hinds County) would be necessary, at the owner's expense, and that during this time, the business possibly could be closed. Mr. Singh admitted that he understood the Board's concerns and would comply. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE FOR ADULT CARE FACILITY TO BE LOCATED AT 101 W. NORTHSIDE DRIVE

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to approve the conditional use of an Adult Care Facility to be located at 101 W. Northside Drive and operated by Victory Community Resources, Inc. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

REZONE FROM R-1-SINGLE FAMILY RESIDENTIAL TO C-2-GENERAL COMMERCIAL AT SPRINGRIDGE ROAD

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Brabham to approve the rezoning of property on Springridge Road from R1-Single Family Residential to C2-General Commercial. This area is the future site of the new Public Works Facility and the criteria for rezoning as stated in Section 2406.03 of the City of Clinton's Zoning Ordinance have been met. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR NEW PUBLIC WORKS FACILITY TO BE LOCATED ON SPRINGRIDGE ROAD

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Lott to approve the preliminary site plan for the new Public Works Facility to be located on Springridge Road. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR BRIGHTON PARK TO BE LOCATED ON CLINTON/RAYMOND ROAD

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the preliminary site plan for Brighton Park to be located on Clinton/Raymond Road. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

RENEWAL OF LEASE AGREEMENT WITH IKON FOR A REPLACEMENT COPIER LOCATED AT THE FIRE DEPARTMENT

Upon presentation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Brantley to approve the renewal of a lease agreement with Ikon for a replacement copier-Canon image Runner 3300-in the amount of \$157.00 a month for the Fire Department. A copy of the lease agreement is attached. **MOTION CARRIED UNANIMOUSLY**

ENGINEERING CONTRACT WITH ALFORD ENGINEERING FOR WATER SYSTEM IMPROVEMENTS FOR THE ANNEXED AREA

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to authorize Mayor Aultman to enter into an engineering agreement with Alford Engineering for Water System Improvements for the annexed area with a lump sum payment of \$62,000.00. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

ENGINEERING AGREEMENT WITH ABMB ENGINEERS FOR THE INTERSECTION IMPROVEMENTS PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Lott to authorize Mayor Aultman to enter into an engineering agreement with ABMB Engineers for the Intersection Improvements Project with a lump sum payment of \$27,000.00. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

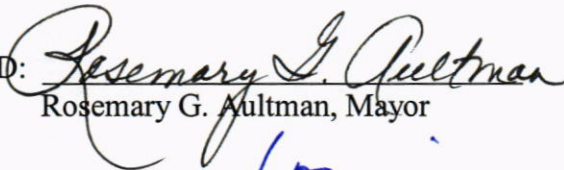
RENEWAL OF SPRAYING CONTRACT WITH WEED PRO, LLC

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Touchton to authorize Mayor Aultman to renew the spraying contract with Weed Pro, LLC in the amount of \$16,000.00 annually. A copy of the contract is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:35 P.M.

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

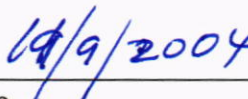
APPROVED:


Rosemary G. Aultman, Mayor


Date

ATTEST:


Wayne Derrick, City Clerk


Date



BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 7.a

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: 305 E. Main Street – Bill & Pat Quisenberry
Exterior Renovations

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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.

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 7. b

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Exterior Renovations
302 Jefferson Street – Pentimento Books

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

Touchton
Brantley

VOTE CAST:

“AYE”

“NAY”

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 7.C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Preliminary Site Plan
322 Highway 80 – Mr. Robert Tanksley
Sno-Zone

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Lott

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

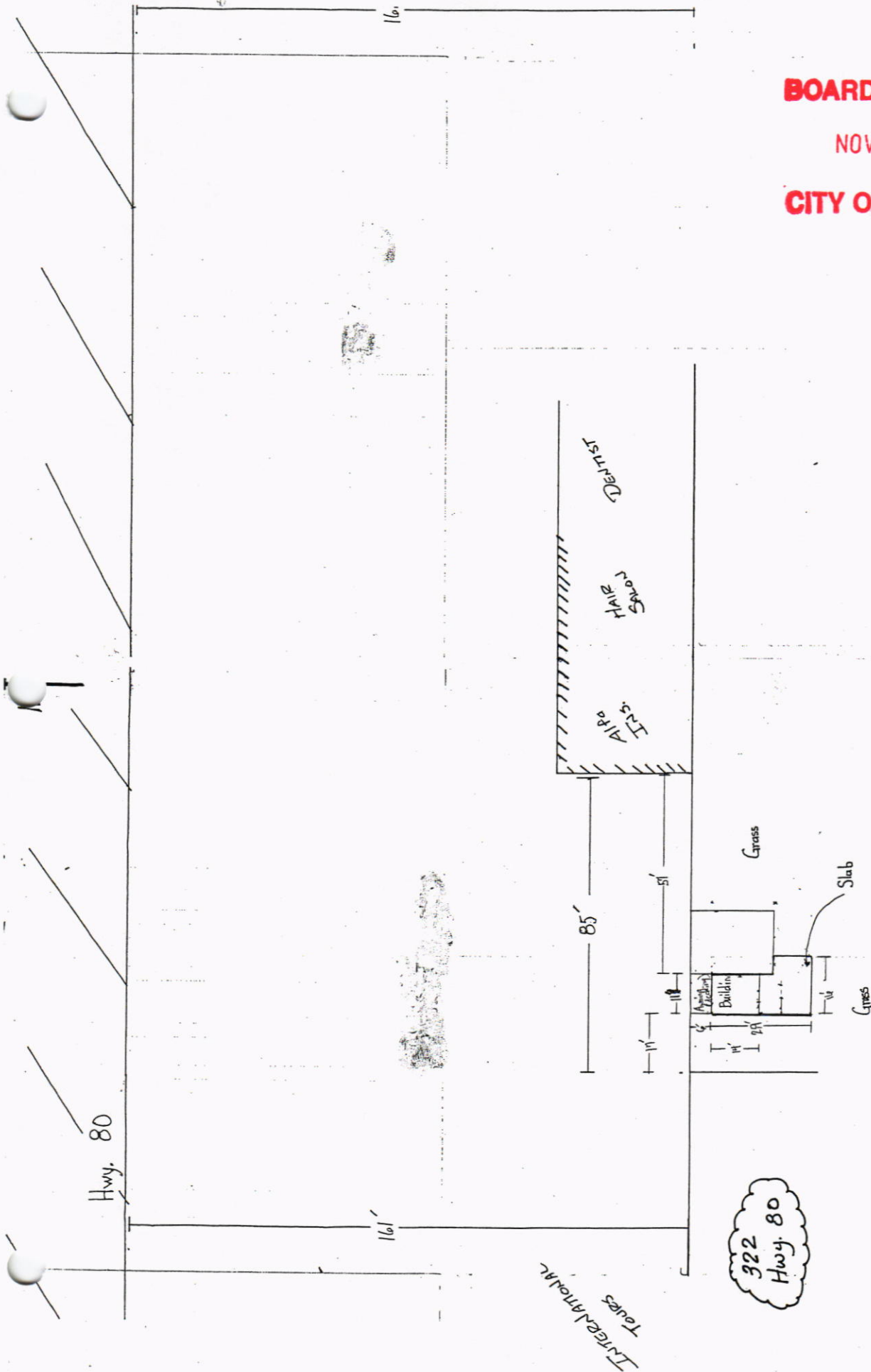
Mayor Aultman

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BOARD APPROVED

NOV 02 2004

CITY OF CLINTON



BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 7.d

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Conditional Use
1711 Northside Drive – Kawaljit Singh
Convenience store/fuel center

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

*Mr. Singh understands
concerns of Board. Mr. Singh
admitted he understood.
Condition: 8 ft wood fence
in rear of building parallel
with Northside Dr., the
depth of rear property
line*

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

[Handwritten "AYE" mark]

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.

NOV 02 2004

REQUEST FOR CONDITIONAL USE
APPLICATION

CITY OF CLINTON

Subject Property Address 1711 & 1713 MAGNOLIA RD
Owner KAWALJIT SINGH
Address 108 APACHE COURT
CLINTON MS 39056
Phone # 601-925-5960
Current Zoning District C-2

Requirements of Applicant:

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

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

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

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

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

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

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

Signature

Kawaljit Singh

Date

6-25-04

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

6-24-2004

To. Gary Ward- Zoning Admin.

Re. Request for conditional use application reason

Purpose of request is to reopen existing facilities
at 1711-13 Magnolia Rd., Clinton, Ms. for use as a
convenience store selling food & gas, etc., to public.

Kawaljit Singh

Kawaljit Singh

cc File



MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
James I. Palmer, Jr., Executive Director

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

July 7, 1999

MR EUGENE CALDWELL
CAPTAINS CORNER
835 AVONDALE
JACKSON MS 39216

Dear Mr. Caldwell:

**RE: Closure of Underground Storage Tanks
Captain's Corner
Corner of Northside Drive & Magnolia
Clinton, MS
Facility: I. D. # 6054**

The Office of Pollution Control (OPC) has reviewed the analytical results of the soil samples collected at the time of closure of the underground storage tanks at the above referenced location. According to the results, the Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) concentrations were below the maximum allowable concentration of 100 PPM. Therefore, no further action is required at this time for the closure of the underground storage tanks.

We appreciate your cooperation in this matter. If you should have questions and/or comments, please contact me at (601) 961-5576 or 260-9675 or page me at 882-9849.

Sincerely,

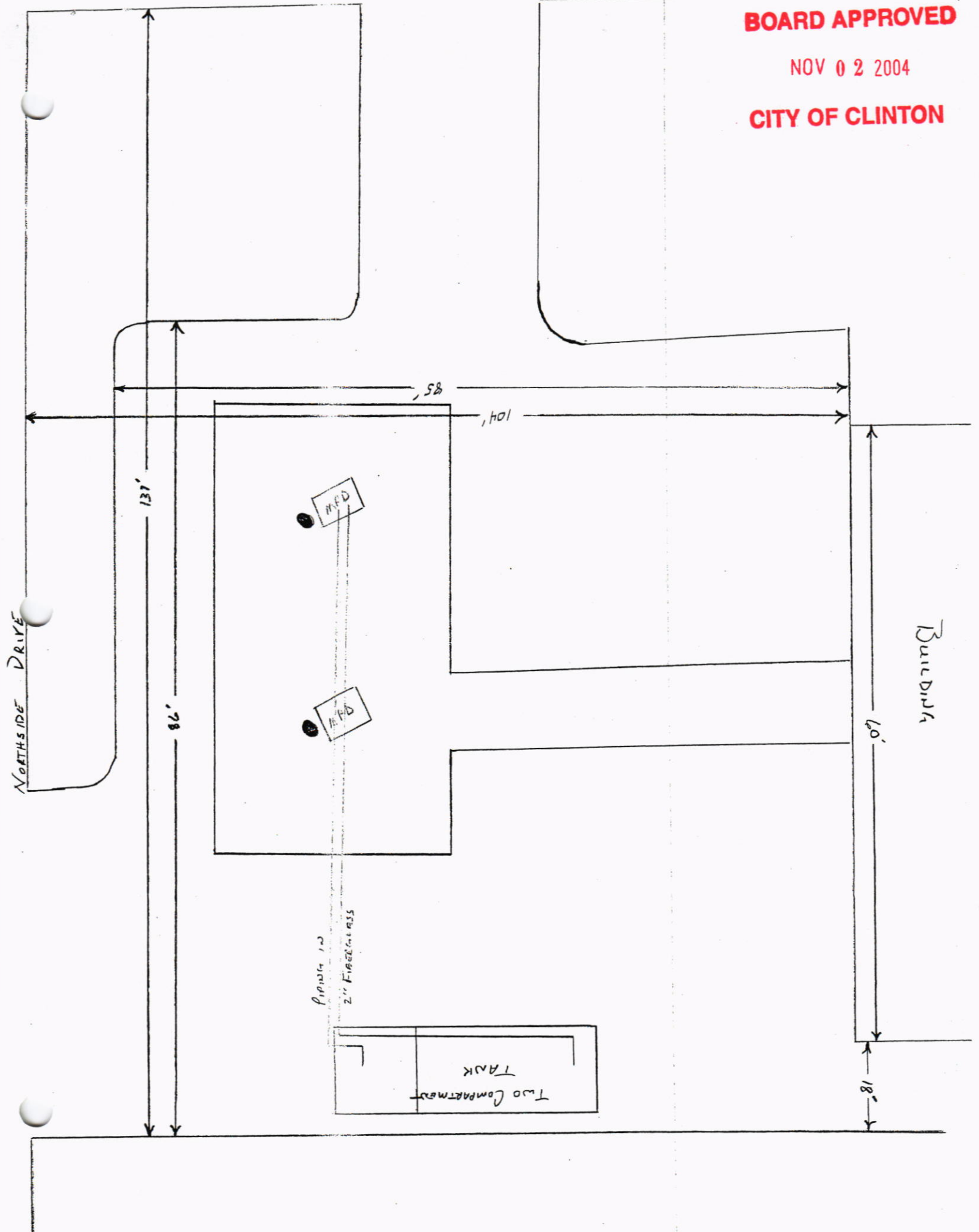
James Hadley
UST Section

MAGNOLIA ROAD

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON



Soil Site Evaluation/Recommendation

This Document is proof that a Notice of Intent has been filed as per Miss. Code Sec. 41-67-5

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

The Mississippi State Department of Health has examined the soil and terrain of the property indicated below.
The following recommendations are made using soil and site analysis principles and our best efforts.
The Mississippi State Department of Health makes no warranty or representation as to any wastewater system installed.
Recommendations are valid for one year and are non-transferrable.
Recommendations may be voided if grading or fill change the soil characteristics or if siting is changed.

ID: 15050/13854

8/31/2004

Environmentalist: FRANCIS CLARK
SINGH, KAWALGIT

Property Location:

1711, 1713 MAGNOLIA RD.
CLINTON 39056

108 APACHE CT.

Lot:

CLINTON MS 39056

Sec: 22 Town: 6 NORTH Range: 1 WEST

Recommendations are based on the following:

Type of Dwelling: Measured Rate

Estimated Usage: 20 Gallons per Day

Drinking Water: Public

Sensitive Waters: No

Soil Textures: Topsoil: Silt Loam Subsoil: Silt Loam

Slope: 4.00

Seasonal Water Table: 27 inches

Restriction: 27 inches

Lot Size: Sq.Ft.

Tank Type and Size:

Septic Tank with Baffles	750 Gallons
Septic Tank no Baffles	750 Gallons
Aerobic Treatment Unit	Not Available

ATU Specific Dispersal Options:

Subsurface Drip System	Not Available
Backfill Required for Drip	Not Applicable
Spray Irrigation Disposal	Not Available
Backfill Required for Spray	Not Applicable

Underground Dispersal Options:

Aggregate Absorption Trench	Not Available
Aggregate Absorption Bed	Not Available
Graveless System Double 6 inch	22 Feet
Graveless System 8 inch	Not Available
Graveless System 10 inch	Not Available
Graveless System Multi-Pipe	Not Available
Graveless System EPS Horizontal	Not Available
Graveless System EPS Triangular	Not Available
Graveless System Chambers	Not Available

Backfill Required for Aggregate	9 Inches
Backfill Required for Graveless	3 Inches
Maximum Underground Depth	15 Inches

Additional Dispersal Options:

Plant Rock Filter	Not Available
Sand Filter	Not Available
Lagoon	Not Available
Elevated Sand Mound - Sand	Not Available
Elevated Sand Mound - Basal	Not Available
Overland Discharge - Single Pipe	Not Available
[Runoff Distance Estimate]	

Performance Based, Engineer Designed System is the only onsite disposal option for this property

General Information

Installer affidavit is required for all systems

All system components should be at least ten feet from any property line and five feet from any dwelling. Other components listed may be more restrictive. Water service lines should be no less than 12 inches above any wastewater component.

Call to schedule final inspection 48 hours before system is installed.

Soil Site Evaluation/Recommendation

This Document is proof that a Notice of Intent has been filed as per Miss. Code Sec. 41-67-5

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

The Mississippi State Department of Health has examined the soil and terrain of the property indicated below.
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Recommendations may be voided if grading or fill change the soil characteristics or if siting is changed.

SINGH, KAWALGIT

1711, 1713 MAGNOLIA RD. CLINTON

108 APACHE CT.

Lot:

CLINTON

MS 39056

Option Specific Information

Non-residential water usage is based on 24 hour flow with no peaks, adjustment is needed for uses with significant peaks.

Environmentalists' Notes about this Property

Based on the combination of lot size, slope and soil texture your options are limited. You might be able to obtain an easement for additional land. Alternatively, Engineer might be able to design a system which would work on this lot.
gpd based on owners written statement with file.

Environmentalist Signature

Date

F. Clark

8/31/04

**RESOLUTION APPROVING A CONDITIONAL USE FOR KAWALJIT SINGH TO
OPERATE A CONVENIENCE STORE/FUEL CENTER AT 1711 NORTHSIDE DRIVE,
CLINTON, MISSISSIPPI**

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

WHEREAS, Kawaljit Singh, did file a request for a conditional use for the property located at 1711 Northside Drive to operate a convenience store/fuel center; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on October 26, 2004, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on October 26, 2004, adopted a motion to approve the request for a conditional use and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Kawaljit Singh for a Conditional Use of the property located at 1711 Northside Drive to operate a convenience store/fuel center and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

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

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

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

Alderman Brabham voted: yes
Alderman Hisaw voted: yes
Alderman Greer voted: yes
Alderman Brantley voted: yes
Alderman Fisher voted: yes
Alderman Touchton voted: yes
Alderman Lott voted: yes

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

The foregoing ordinance was approved this the 2nd day of November 2004.

CITY OF CLINTON

BY: Rosemary A. Aultman
Rosemary Aultman, Mayor

ATTEST: Wayne Derrick
Wayne Derrick, City Clerk



BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 7e

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Conditional Use
101 W. Northside Dr – Victory Community Resources, Inc. /
Adult Care Facility

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

1

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.

NOV 02 2004

**RESOLUTION APPROVING A CONDITIONAL USE FOR
VICTORY COMMUNITY RESOURCES, INC. FOR THE PROPERTY LOCATED AT 101 W.
NORTHSIDE DRIVE, CLINTON, MISSISSIPPI**

CITY OF CLINTON

WHEREAS, Billy Benford dba Victory Community Resources, Inc., did file a request for a conditional use for the property located at 101 W. Northside Drive to operate an adult care facility; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on October 26, 2004, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on October 26, 2004, adopted a motion to approve the request of Billy Benford for a conditional use of the property to be used as an adult care facility and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Billy Benford for the property at 101 W. Northside Drive to operate an automotive repair business and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.
6. The Mayor and Board of Aldermen find that Section 1502 (a) of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.

NOV 02 2004

7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.

CITY OF CLINTON

The foregoing Resolution, having been reduced to writing, Alderman Brabham moved that said

Resolution be adopted. Alderman Lott seconded. The vote was as follows:

Alderman Brabham voted: yes

Alderman Hisaw voted: yes

Alderman Greer voted: yes

Alderman Brantley voted: yes

Alderman Fisher voted: yes

Alderman Touchton voted: yes

Alderman Lott voted: yes

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

The foregoing ordinance was approved this the 2nd day of November 2004.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST

Wayne Derrick
Wayne Derrick, City Clerk

(SEAL)



REQUEST FOR CONDITIONAL USE
APPLICATION

BOARD APPROVED

NOV 02 2004

Subject Property Address 101 W. Northside Dr. **CITY OF CLINTON**
Owner Dr. Irvin Cronin-Cleveland Billy R. Benford
Address P.O. Box 289 Applicant for Victory
Clinton, MS 39060 Community Resources, Inc.
Phone # 924-9496
Current Zoning District Commercial

Requirements of Applicant:

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

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

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

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

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

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

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

Billy R. Benford
Signature

9/24/04
Date

Victory Community Resources, Inc.

P.O. Box 289, 1000 Vernon Road, Clinton, MS 39060, 601-924-9496

Billy R. Benford, LCMHT
Executive Director

Julie A. Orr, LPC
Treatment Coordinator

Larry Lee
Facilities Coordinator

Janet Benford
Executive Assistant

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

September 24, 2004

Honorable City Officials
City of Clinton
300 Jefferson Street
Clinton, MS 39056

Re: Request to approve conditional use of property
located at 101 West Northside Drive

Dear Sir(s) and/or Madam:

The reason for this request for approval of conditional use of the above mentioned property is to be in compliance with current City of Clinton Zoning Ordinance requirements. In addition, this request is being made on behalf of individuals with disabilities who can benefit from the services our agency currently provides at 100 West Northside Drive.

As our agency has been providing quality therapeutic services at the 100 West Northside Drive address in a very discrete, confidential and professional manner for the past eighteen years.

Granting the conditional use of the facility at 101 West Northside Drive will increase the quality of services our agency would like to provide to the target population.

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

Page 2 of 2

Favorable consideration granting the conditional use of the facility located at 101 West Northside Drive would be deeply appreciated.

Sincerely,

A handwritten signature in black ink, reading "Billy R. Benford". The signature is fluid and cursive, with a large, stylized "B" and "B".

Billy R. Benford, LCMHT
Executive Director

SITE PLAN

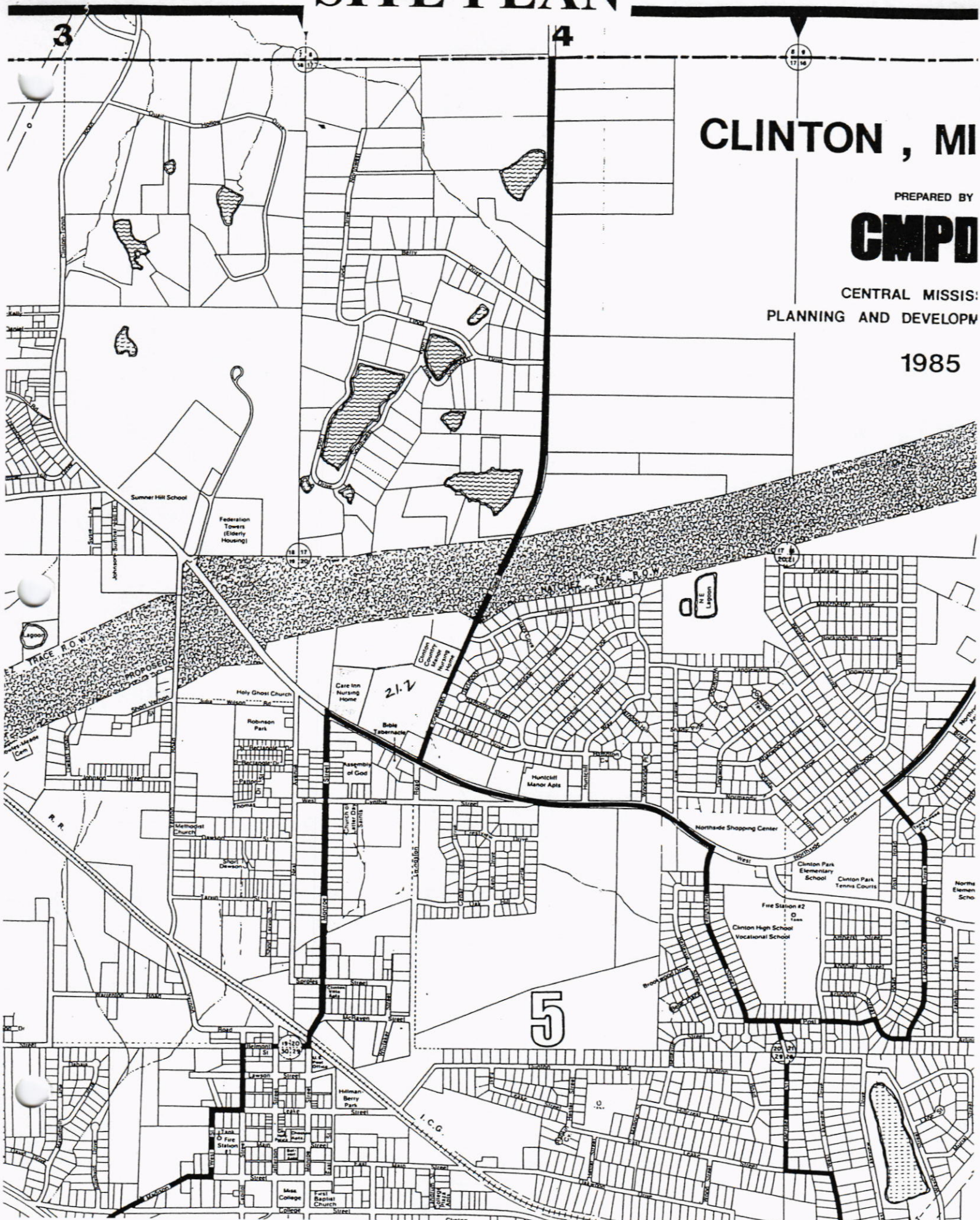
CLINTON, MI

PREPARED BY

CMPD

CENTRAL MISSISSIPPI
PLANNING AND DEVELOPMENT

1985



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

NOV 02 2004

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 7.f

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Rezone from R1-Single Family Residential to C2-General Commercial
Springridge Road
City of Clinton and Clinton Public School District

*have met re-zoning
requirements.
state in
minutes*

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

Lott
Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

[Handwritten 'AYE' with checkmarks]

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.

NOV 02 2004

OFFICIAL FORM

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI FOR THE PROPERTY LOCATED IN THE CITY OF CLINTON, MISSISSIPPI, AS DESCRIBED HEREIN AS "EXHIBIT A", FROM R1-RESIDENTIAL - SINGLE FAMILY TO C2 - GENERAL COMMERCIAL

WHEREAS, City of Clinton and Clinton Public School District (the "Applicant") did file a petition to rezone certain property from its present R1 use district classification to a C2 use district classification: and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 26th day of October 2004, at 7:00 o'clock P.M.; and,

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

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

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

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

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

Section 2. That this matter was presented as required by Section 2406 of the City of Clinton Zoning Ordinance and the Mayor and Board of Aldermen hereby find that this request meets the requirements of Section 2406.03 Criteria for Rezoning, the Mayor and Board of Aldermen specifically finding that a mistake was made in the original zoning map.

Section 3. That pursuant to Article XV of the Zoning Ordinance, the proposed facility shall be "Special Use".

Section 4. That the following described tract of real property be, and the same is, hereby rezoned from its present R1 use district classification to S1 use district classification and that said rezoning is consistent with the current Comprehensive Plan of the City of Clinton, to-wit:

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

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

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

NOV 02 2004

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND CITY OF CLINTON
BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a
meeting thereof held on the 2nd day of November 2004.

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

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

Whereupon the Mayor declared the Motion carried and the ordinance
approved and adopted. The foregoing ordinance was approved this the 2nd day
of November 2004.

CITY OF CLINTON

Rosemary G. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Wayne Derrick
WAYNE DERRICK, City Clerk

(SEAL)



Exhibit "A"

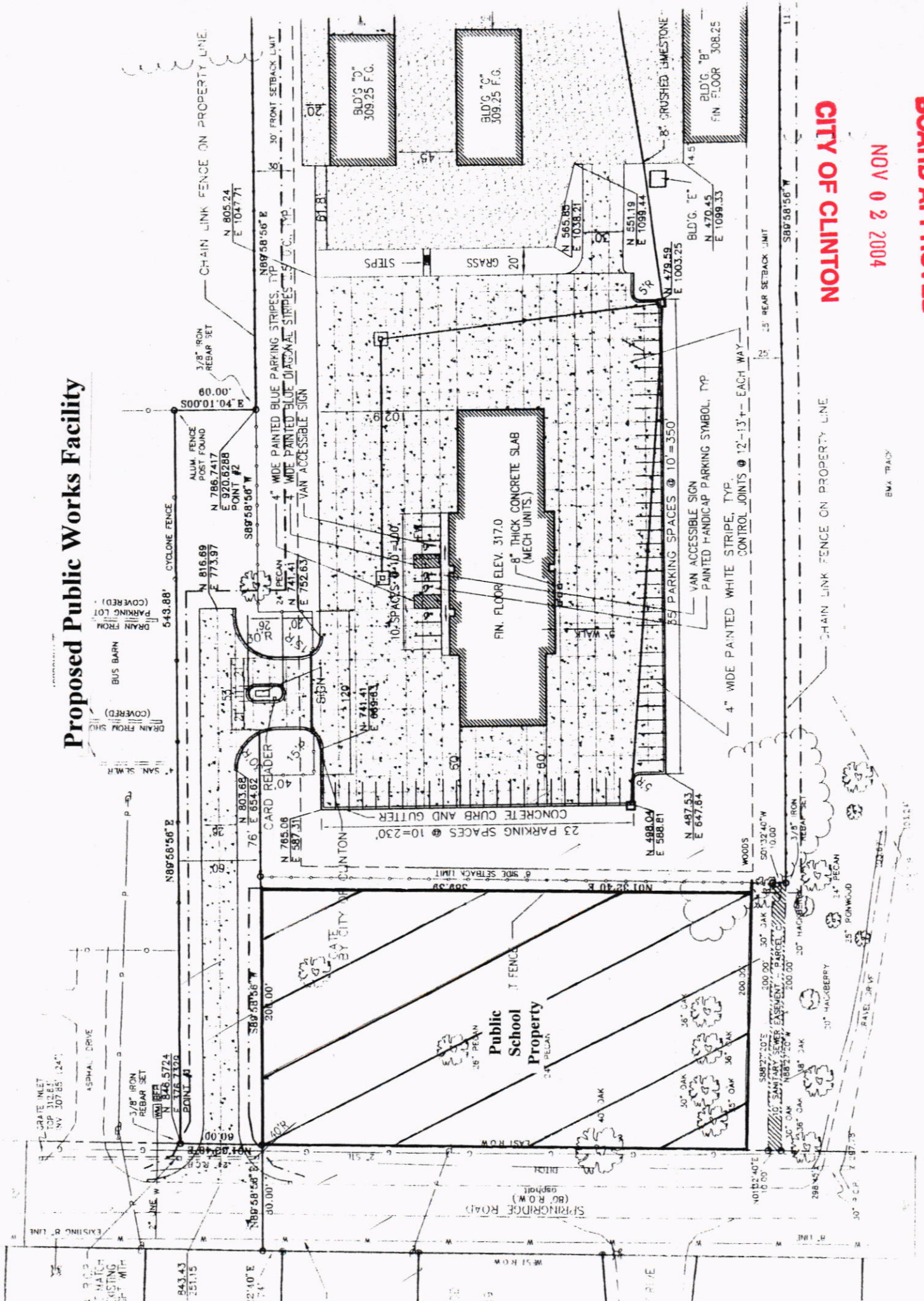
Lying, and being situated in the County of Hinds, First Judicial District, State of Mississippi, described as follows, to-wit: Beginning at a point which is 660 South of NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 6 North, Range 1 West, which said point of beginning is on the East right of way of Springridge Road; thence run Southerly along the east right of way of Springridge Road for a distance of 1140 feet; thence run in an easterly direction and parallel with the north line of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, Township 6 North, Range 1 West for a distance of 1320 feet; thence go northerly and parallel to the east right of way of Springridge Road for a distance of 1140 feet; thence go in a westerly direction and parallel with the north line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 6 North, Range 1 West for a distance of 1320 feet to the point of beginning.

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

Proposed Public Works Facility



NOV 02 2004

CITY OF CLINTON

BOARD APPROVED

DATE: 11/2/04

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 2.9

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Preliminary Site Plan – City of Clinton Public Works Facility
Springridge Road

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Green

SECONDED BY: Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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.

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 7.6

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Preliminary Site Plan – City of Clinton Brighton Park
Clinton/Raymond Road

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Oren

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

1

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, October 26, 2004

Public Hearing – 7:00 P.M.

Municipal Courtroom

305 Monroe Street

Present: Bill Campbell, Edward Taylor, Jim Martin, Betty King, Katy Peace, Alice Nettles, Gary Ward-Zoning Administrator, Ken Dreher-City Attorney, Clint Brantley-Alderman, Tony Hisaw-Alderman

Minutes

- I. Call to Order** – Bill Campbell called the meeting to order at 7:00pm.
- II. Consideration and approval of September 28, 2004 minutes** – Motion was made by Bettye King to approve the minutes of the September 28, 2004, Second by Kathy Peace. Motion carried, none opposed.

III. New Considerations

Conditional Use to operate a convenience store/fuel center at 1711 Northside Drive – Mr. Kawaljit Singh, Henry Michel and Satvinder Bedi representatives.

This request had been discussed in the previous two Planning and Zoning meetings. The concerns about beer sales were verified with the city Clerks office. All paperwork has been submitted; however the license will not be issued until ownership is assumed. The Health Department recommended a septic system for the sewer.

A Public Hearing was held.

Ronnie Chapell again voiced his concerns regarding the septic system. He also added that he was concerned about the traffic at this intersection.

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen that approval be granted for the request for a conditional use to operate a convenience store/fuel center at 1711 Northside Drive. SECOND by Edward Taylor. Opposed by James Martin and Bettye King. MOTION carried.

Conditional Use to operate an adult care facility at 101 W. Northside Drive – Victory Community Resources, Inc. Representatives: Billy Benford and Dr. Ken Cronin

Mr. Benford and Dr. Cronin have been in the adult care business together for the past 14 years. They are requesting a conditional use to operate an adult care facility at 101 w. Northside Drive; previously the Clinton Health and Rehab Center.

Public hearing was held and no opposition was expressed.

MOTION was made by Bettye King to recommend to the Mayor and Board of Aldermen that approval be granted for the request for a conditional use to operate an adult care facility at 101 W. Northside Drive. SECOND by Alice Nettles. MOTION carried unanimously, none opposed.

Exterior renovations to 302 Jefferson Street – Pentimento Books. Representative: Toni Wall

Toni Wall has leased a building in Olde Towne Clinton to operate a book store specializing in first editions, limited editions, etc. books. She is requesting to paint the outside of the building. Colors have been submitted and approved by Historical Preservation Commission.

MOTION was made by Jim Martin to recommend to the Mayor and Board of Aldermen that approval be granted for the exterior renovations to 302 Jefferson Street. SECOND by Edward Taylor. MOTION carried unanimously, none opposed.

Rezoning of property on Springridge Road from R1- Single Family Residential to C2 General Commercial and Preliminary site plan for the Public Works Facility. Representative: Tim Rogers and Paul Bagley

The City of Clinton and Clinton Public School District are requesting to rezone property described in Exhibit "A" located on Springridge Road from its current R1 – Single Family Residential zoning to C2 General Commercial.

This area is the future site of the Public Works facility. The property should be rezoned due to the change in the neighborhood with the commercial development in the area and a need for additional C2 zoned property. The criteria for rezoning as stated in Section 2406.03 of the City of Clinton's Zoning Ordinance was met.

Paul Bagley submitted the preliminary site plan of the Public Works Facility. All department heads have reviewed and approved the site plan. Architectural Review Commission has also reviewed and approved the site plan.

A public hearing was held.

MOTION was made by Alice Nettles to recommend to the Mayor and Board of Aldermen to approve the request to rezone property located on Springridge Road from its current R1 – Single Family Residential zoning to C2 General Commercial. SECOND by Jim Martin. MOTION carried unanimously, none opposed.

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen to approve the preliminary site plan for the City of Clinton Public Works facility to be located on Springridge Road. SECOND by Bettye King. MOTION carried, none opposed.

Preliminary Site plan for Brighton Park. Representative: Ray Holloway – City of Clinton

Ray Holloway presented the site plan for Brighton Park. It will be situated on 19+ acres in the Brighton/Clinton Raymond Road area.

Public hearing was held and no opposition was expressed.

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 Brighton Park. SECOND by Alice Nettles. MOTION carried, none opposed.

Amendment to Zoning Ordinance by adding Section 1407. Representative – Ken Dreher

The purpose of the amendment is to make certain that Olde Towne zoning takes precedent over other zoning. Copy of proposed addition is attached as Exhibit "B"

A public hearing was held.

MOTION was made by Jim Martin to recommend to the Mayor and Board of Aldermen to reject the addition of Section 1407 to the Zoning Ordinance. Motion fails due to no SECOND.

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen to approve the addition of Section 1407 to the Zoning Ordinance. Motion fails due to no SECOND.

**Preliminary site plan for Sno-Zone to be located at 322 Highway 80
Representative: Mr. Robert Tanksley**

Mr. Tanksley purchased the Sno-Zone building for Mr. Martin who is the former owner of the building that now houses DaySpring Church. The Church requested the sno-cone building be removed.

Public hearing was held and no opposition was expressed.

MOTION was made by Edward Taylor to recommend to the Mayor and Board of Aldermen to approve the preliminary site plan for Sno-Zone to be located at 322 Highway 80. SECOND by Jim Martin. MOTION carried, none opposed.

IV. Other Business

**Request to do exterior renovations to the house at 305 E. Main St.
Representatives: Bill & Pat Quisenberry**

Bill and Pat Quisenberry are requesting to do exterior renovations and an addition to the rear. Renovations were reviewed and approved by Historical Preservation Commission.

MOTION was made by Bettye King to recommend to the Mayor and Board of Aldermen to approve the request to do exterior renovations to the house at 305 E. Main St. SECOND by Jim Martin. MOTION carried, none opposed.

V. Next Meeting

The next meeting will be held on Tuesday, November 23, 2004 beginning at 7:00pm.

VI. Adjournment

MOTION to adjourn was made by Kathy Peace. SECOND by Alice Nettles. MOTION carried, none opposed.

Exhibit "A"

Lying, and being situated in the County of Hinds, First Judicial District, State of Mississippi, described as follows, to-wit: Beginning at a point which is 660 South of NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 6 North, Range 1 West, which said point of beginning is on the East right of way of Springridge Road; thence run Southerly along the east right of way of Springridge Road for a distance of 1140 feet; thence run in an easterly direction and parallel with the north line of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, Township 6 North, Range 1 West for a distance of 1320 feet; thence go northerly and parallel to the east right of way of Springridge Road for a distance of 1140 feet; thence go in a westerly direction and parallel with the north line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 6 North, Range 1 West for a distance of 1320 feet to the point of beginning.

Exhibit "B"

Amendment to Article XIV of the Zoning Ordinance

Adding Section 1407

It is the intent of the City of Clinton to preserve and develop the Olde Towne Clinton District (OTC) within the area currently designated. To the extent there is a conflict between this Article XIV and any portion of Articles XIII and XV through XX, the language, conditions and uses provided in Article XIV (OTC) shall be given priority.

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 2, 2004

Agenda Item No. 8

Consent Agenda:	To:
For:	Account:
Circle: Low quote, Sole Source, Emergency, etc. if applicable.	

Discussion/Action: Renewal of lease agreement with Ikon for a replacement copier
Canon image RUNNER 3300 \$157.00/mo

Introduced by: Chief Darrel McQuirter Telephone: 925-1010

Exhibits for Review:

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

Recommendation:

Board Action:Motion made by: FisherSeconded by: Brantley

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u> </u>	<u> </u>	<u> </u>
Hisaw	<u> </u>	<u> </u>	<u> </u>
Greer	<u> </u>	<u> </u>	<u> </u>
Brantley	<u> </u>	<u> </u>	<u> </u>
Fisher	<u> </u>	<u> </u>	<u> </u>
Touchton	<u> </u>	<u> </u>	<u> </u>
Lott	<u> </u>	<u> </u>	<u> </u>
Mayor Aultman	<u> </u>	<u> </u>	<u> </u>

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.

NOV 02 2004

12/29/2000

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

CITY OF CLINTON

The Agreement is entered into by and between **City of Clinton Fire Department** (hereinafter referred to as "Customer"), and **IKON Office Solutions** (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. **EQUIPMENT SELECTION, PRICES, AND AGREEMENT:** The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. **SHIPPING AND TRANSPORTATION:** Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. **RISK OF LOSS OR DAMAGE TO EQUIPMENT:** While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.

NOV 02 2004

CITY OF CLINTON

6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

- A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
- B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

- A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters. (5) If Customer is paying for the maintenance services, any increase in cost for subsequent years shall be described in Attachment "A" and in no event shall the cost for same increase by more than seven percent (7%) per year.
- B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

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12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**CITY OF CLINTON**

- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT:

- A. **BY CUSTOMER:** Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. **BY VENDOR:** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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CITY OF CLINTON

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this Agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

28. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 2004.

Vendor: **IKON Office Solutions**

By: _____
Authorized Signature

Printed Name: **Gina Burney**

Title: **Sales Manager**

WITNESS:

Witness my signature this the _____ day of _____, 2004.

State of Mississippi: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

BOARD APPROVED

NOV 02 2004

12/29/2000

EXHIBIT "A"
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

CITY OF CLINTON

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: IKON Office Solutions

Customer Agency Name: City of Clinton Fire Department

Bill to Address: Clinton Fire Department
1234 Clinton Raymond Road
Clinton, MS 39056

Ship to Address: Clinton Fire Department
1234 Clinton Raymond Road
Clinton, MS 39056

Description of Equipment, Software, or Services

Price

<u>Canon Imagerunner 3300 w/ Duplexing Automatic Document Feeder,</u>	<u>\$157.00 / Month</u>
<u>Finisher - J1, Cabinet</u>	<u></u>
<u>Maintenance: All copies billed at \$0.0155 per copy.</u>	<u></u>
<u>Includes all parts, labor, mileage and black toner</u>	<u></u>

Delivery Schedule and Installation Date: _____

Rental Term: Number of Months: 48 Start Date 12/01/04 End Date 11/31/08

Modifications: Billing to run from the 1st to the 30th of each month starting the month after installation

Vendor Signature _____

Rosemary J. Cultrman
Customer Signature
11/18/2004



The Way Business
Gets Communicated™

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NOV 02 2004
Proposal Review
CITY OF CLINTON

Current Situation:

Canon IR330S on a 48 month lease @ \$174.00 per month. Expires 10/23/04
Maintenance @ \$0.0144
Average Monthly Volume = @2500

Savings per month with proposed plan:

\$17.00 dollars on equipment

Maintenance at \$0.0155 @ 2500 copies per month = +\$2.75 / Month

Total Savings = \$14.25 / Month for new machine with same accessories!!

Proposed Replacement Copier

Canon imageRUNNER 3300

Includes: Duplexing Automatic Document Feeder-H1, Mailbox, Hard Drive, and Finisher – J1

Rental Price

48 Month Rental

\$157.00 / Month

Maintenance Agreement:

All copies charged at **\$0.0155** per copy this includes parts, labor, toner, and mileage.

Purchase Price:

\$5,623.00

Maintenance Agreement: 12 Months

Base + Overage @ 2500 Copies = \$48.00 + .0192 per copy overage

This includes parts, labor, toner, and mileage.

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CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 2, 2004 Agenda Item No. 9

Consent Agenda: \$ For: Eng.	To: Account No.
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Discussion/Action: Proposed Engineering Contract with Alford Engineering for Water System Improvements for the Annexed area	
Introduced by: Richard L. Broome, City Engineer Telephone No. 924-5462	

Exhibits for Review:

*Lump Sum
Amount \$62,000.*

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

Recommendation:

Board Action: Motion made by: *Touchton*
Seconded by: *Brabham*

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	☒	☐	_____
Hisaw	☐	☐	_____
Greer	☐	☐	_____
Brantley	☐	☐	_____
Fisher	☐	☐	_____
Touchton	☐	☐	_____
Lott	☐	☐	_____
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.

NOV 02 2004

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

CITY OF CLINTON

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the ___ day of _____ in the year 2004 between the Mayor and Aldermen of the City of Clinton, Mississippi (hereinafter referred to as the "OWNER"), and Alford Engineering (hereinafter referred to as the "ENGINEER") for the Project known as the:

"Water System Improvements for Annexed Areas"

The OWNER and the ENGINEER agree as follows:

PART II. ENGINEERING CHARGES

A. In accordance with the Terms and conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:

A.1 **Basic Services:** As defined in Paragraph 1.1.1 on the basis of a lump sum of Sixty-Two Thousand Dollars and No Cents (\$62,000.00).

Payments shall be made monthly in proportion to services performed so that compensation at the completion shall equal the lump sum amount:

A.2 **Additional Services:** As defined in Paragraph 1.2, as follows:

No additional services are anticipated.

A.2.1 Principals time and employees time rendered shall be charged at the respective hourly rates which are to be revised annually:

<u>Classification</u>	<u>Hourly Rate</u>
Professional Engineer	\$95.00
Engineering Technician	65.00
Resident Project Representative	65.00
CADD Technican / Designer	55.00
Clerical	35.00
Subcontract Survey Personnel	Actual Cost Plus 5%

The hourly rates include all supplies, equipment and incidentals normally consumed by each individual in the performance of his work.

A.2.2 Mileage charges allowed under this contract shall not exceed the mileage charges allowed by IRS regulations at the time the charge is incurred or the rate allowed by the State of Mississippi, whichever is lower.

A.2.3 **Reimbursable Expenses:** As defined in Article 4, shall be paid for at the actual cost billed the ENGINEER plus ten percent (10%).

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PART III. TERMS AND CONDITIONS

CITY OF CLINTON

Article 1. ENGINEER'S SERVICES**1.1 Basic Services**

The ENGINEER agrees to perform professional services in connection with the Project, including normal civil engineering services related thereto, as set forth below and contained within this Agreement which services shall be provided in a timely manner and with reasonable diligence and without unreasonable delay.

1.1.1 Preliminary Design Phase

Upon the OWNER'S approval of this Agreement, the ENGINEER shall:

1.1.1.1 In consultation with OWNER, determine the extent of the Project.

1.1.1.2 Prepare preliminary design documents consisting of final design criteria and preliminary plan drawings for water mains to serve the annexed areas. Work to include water system hydraulic model based on estimated fire flow and domestic water needs. Model to be prepared under subcontract to Williford, Gearhart & Knight, Inc.

1.1.1.3 Based on the information contained in the preliminary design documents, submit an opinion of probable Project Costs.

1.1.1.4 Furnish the above preliminary design documents to the OWNER's representative for review and acceptance.

1.1.2 Final Design Phase (Not Included)**1.1.3 Construction Contract Documents Phase (Not Included)****1.1.4 Bidding or Negotiating Phase (Not Included)****1.1.5 Construction Phase (Not Included)****1.2 Additional Services**

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others, additional professional services in connection with the Project, as set forth below and contained within this Agreement:

1.2.1 Preparation of applications and supporting documents for government grants, loans or advances.

1.2.2 Making drawings from field measurements of existing construction when required for planning additions or alterations thereto.

1.2.3 Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity schedule or character of construction.

1.2.4 Revising studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.

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

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CITY OF CLINTON

1.2.6 Providing special analysis of the OWNER'S needs such as owning and operating analysis, OWNER'S special operating drawings or charts, and any other similar analysis.

1.2.7 Providing planning surveys, site evaluations and comparative studies of prospective sites.

1.2.8 Providing any type of field surveys for design purposes, "stake out" of the location of the work, easement surveys, plats, property surveys and any other special field surveys.

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

1.2.10 Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 2. "OWNER'S RESPONSIBILITIES".

1.2.11 Notwithstanding the above, the OWNER will not be required to pay for any additional service that is occasioned by some fault, negligent act or omission of the ENGINEER.

Article 2. OWNER'S RESPONSIBILITIES

The OWNER shall:

- 2.1 Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER'S requirements for the Project.
- 2.2 Designate City Engineer to act as the OWNER'S representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER'S policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER'S services.
- 2.3 Furnish above services at the OWNER'S expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement.
- 2.4 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.
- 2.5 Compensate the ENGINEER for services rendered under this Agreement.
- 2.6 The OWNER's obligation to furnish the above items are to be extent the City reasonably determines that item is necessary for the ENGINEER to perform its work.

Article 3. REIMBURSABLE EXPENSES

- 3.1 Reimbursable Expenses are in addition to compensation to the ENGINEER for Basic and Additional Services and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project. Reimbursable Expenses include but are not limited to:
 - 3.1.1 Expense of transportation, subsistence and lodging when traveling in connection with the Project.
 - 3.1.2 When authorized in advance by the OWNER, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

Article 4. PAYMENTS TO THE ENGINEER

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CITY OF CLINTON

- 4.1 Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the ENGINEER's submittal of his monthly statement. Past due amounts owed shall include a charge at the rate of interest allowed by state law from the forty-fifth (45th) day.
- 4.2 If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 4.3 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

Article 5. GENERAL PROVISIONS**5.1 Ownership of Documents**

All Drawings, Specifications and other work product of the ENGINEER for this Project are instruments of service for this Project but becomes the property of the OWNER whether the Project is completed or not when OWNER pays for said work. Reuse of any of the instruments of service of the ENGINEER by the OWNER on extensions of this Project or on any other Project without the written permission of the ENGINEER shall be at the OWNER'S risk and the OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER's instruments of service by the OWNER OR BY OTHERS ACTING THROUGH THE OWNER. Any reuse or adaptation of the ENGINEER's instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amounts to be agreed upon by the OWNER and the ENGINEER.

5.2 Delegation of Duties

Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

5.3 Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party.

5.4 Extent of Agreement

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

5.5 Governing Law

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the ENGINEER.

5.6 General

5.5.1 Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

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CITY OF CLINTON

5.5.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

5.5.3 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

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

5.5.5 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.

5.5.6 Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to Contractor bids or actual cost to the OWNER.

Article 6. SPECIAL PROVISIONS

6.1 Insurance and Indemnity

The ENGINEER shall acquire and maintain statutory workmens' compensation insurance coverage employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. The limits of the professional liability shall be ~~\$250,000.00~~.

6.2 Limitation of Liability

The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the PROJECT, due to the ENGINEER's professional negligent acts, errors or omissions, such that the total aggregate liability of the ENGINEER to those named shall not exceed Two Hundred Fifty Thousand (\$250,000.00) dollars or the ENGINEER's total fee for services rendered on this PROJECT, whichever is greater.

6.3 Responsible Professional Engineer

Primary responsibility for these services will be assigned to Jerry L. Tullos, P.E., Registration No. 6175.

PART IV: ACCEPTANCE

NOV 02 2004

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on the day and year first above written.

ENGINEER: ALFORD ENGINEERING**OWNER: CITY OF CLINTON**

S. F. Alford III, P.E., Owner

Rosemary Aultman, Mayor**ATTEST:****ATTEST:**

Jerry L. Tullos, P. E.

Wayne Derrick, City Clerk

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 2, 2004 Agenda Item No. 10

Consent Agenda: \$ For: Eng.	To: Account No.
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Discussion/Action: Proposed Engineering Agreement with ABMB Engineers for the Intersection Improvements Project	
Introduced by: Richard L. Broome, City Engineer Telephone No. 924-5462	

Exhibits for Review:

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

Recommendation:

Board Action: Motion made by: Green
Seconded by: Lott

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u> </u>	<u> </u>	<u> </u>
Hisaw	<u> </u>	<u> </u>	<u> </u>
Greer	<u> </u>	<u> </u>	<u> </u>
Brantley	<u> </u>	<u> </u>	<u> </u>
Fisher	<u> </u>	<u> </u>	<u> </u>
Touchton	<u> </u>	<u> </u>	<u> </u>
Lott	<u> </u>	<u> </u>	<u> </u>
Mayor Aultman	<u> </u>	<u> </u>	<u> </u>

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.

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

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

**INTERSECTION IMPROVEMENTS STUDY PROJECT
(CITY PROJECT NO. ____)**

THIS AGREEMENT, made this ____ day of _____, 2004 by and between the CITY OF CLINTON, MISSISSIPPI, hereinafter called (OWNER), 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.

WHEREAS, the OWNER has identified nine intersections with traffic concerns;

WHEREAS, the OWNER has decided to retain professional engineering services for the preparation of an engineering study for intersection improvements;

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;

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

SECTION 1 – INTERSECTIONS TO BE STUDIED

Study the following intersections to determine if the signal should be upgraded, modified, or geometrically improved:

- Lakeview @ Post
- Monroe @ Leake
- Lakeview @ Clinton Blvd

Study the following intersections to determine if a traffic signal or some other form of traffic control will be warranted and needed in the near future:

- Springridge @ Trailwood
- Springridge @ I-20 EB Ramp
- Industrial Drive and I-20 Frontage Rd.
- Pinehaven @ Kickapoo Rd
- US 80 @ Capitol St.

Study signalized intersections, run Highway Capacity Analysis and recommend signal time for current traffic.

- US 80 @ Springridge/Clinton Pky.

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SECTION 2 - ADDITIONAL SERVICES BY ENGINEER

CITY OF CLINTON

- A. The OWNER 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 OWNER as separate elements of cost in accordance with the terms presented in Exhibit C: Compensation for Professional Services.

SECTION 3 - SERVICES TO BE PROVIDED BY THE OWNER

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

- A: 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.
- B. Designate in writing a person to act as the OWNER'S representative with respect to the services to be rendered under this Agreement.
- C. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of the developments that affect the scope or timing of the ENGINEER'S services.

SECTION 4 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the design phase as outlined in Exhibit D, "Schedule of Work".
- B. If the OWNER 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 D 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.

SECTION 5 - PAYMENT FOR SERVICES

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice to Proceed. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER 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

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CITY OF CLINTON

completed as of the date of termination. The OWNER 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 OWNER within ten (10) working days after termination.

SECTION 6 - AUTHORIZED REPRESENTATIVES OF THE ENGINEER

John McKee (No. 9688) is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this project.

SECTION 7- ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER'S accounts which relate to services provided under this Agreement.

SECTION 8 - CHANGES TO AGREEMENT

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.

SECTION 9 - FEDERAL GRANTS

In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 10 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

CITY OF CLINTON, MISSISSIPPI

ABMB ENGINEERS, INCORPORATED

Rosemary Aultman, Mayor

John E. McKee, P.E.
Principal

ATTEST:

ATTEST:

City Clerk

EXHIBIT A

CITY OF CLINTON, MISSISSIPPI

INTERSECTION IMPROVEMENTS STUDY PROJECT

SCOPE OF WORK

Study the following intersections to determine if the signal should be upgraded, modified, or geometrically improved:

- Lakeview @ Post
- Monroe @ Leake
- Lakeview @ Clinton Blvd

Study the following intersections to determine if a traffic signal or some other form of traffic control will be warranted and needed in the near future:

- Springridge @ Trailwood
- Springridge @ I-20 EB Ramp
- Industrial Drive and I-20 Frontage Rd.
- Pinehaven @ Kickapoo Rd
- US 80 @ Capitol St.

Study signalized intersections, run Highway Capacity Analysis and recommend signal time for current traffic.

- US 80 @ Springridge/Clinton Pky.

EXHIBIT B

SCOPE OF SERVICES

1.0 Collection and review of data

- a. Collect eight hour TMCs
- b. Review previous studies
- c. Make field observations
- d. Review existing communication and traffic signal system

2.0 Prepare HCS and Warrants Analysis

3.0 Prepare recommendations report

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 statement of percent complete. The progress report shall be submitted with the ENGINEER'S invoice for services.

5.0 Additional Services

- 5.1 Any design phase services not included in the Exhibit B shall be considered Additional Services. The OWNER will pay the ENGINEER for authorized Additional Services in accordance with the terms of Exhibit C.

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EXHIBIT C

CITY OF CLINTON

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

- 1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved Project as listed in Exhibit A. The Scope of Work for these services is specified in Exhibits B. All services not specified in Exhibit B shall be considered as Additional Services. The following conditions shall apply to services performed under this Agreement.
- 1.2 OWNER shall pay ENGINEER for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the OWNER and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall pay the ENGINEER a lump sum fee of \$ 27,000 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 Section 2 of this exhibit.
- 1.4 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER'S invoices. If the ENGINEER'S invoices are correct and in the format acceptable to the OWNER, the OWNER will approve the ENGINEER'S invoices within 21 days after receipt by the OWNER.

SECTION 2 – CHANGES

- 2.1 The ENGINEER and OWNER acknowledge that the lump sum amount contained in Paragraph 1.3 above has been negotiated and established predicated upon the projected completion date (Exhibit D) and the total amount of services and costs estimated. For Additional Services, or if the scope of services are changed at the OWNER'S written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER'S costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

- 3.1 For Additional Services as authorized in writing by the OWNER and defined in Exhibit B, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER an additional lump sum fee to cover the cost of said additional services. An amendment to the Agreement shall be prepared and executed which shall describe the authorized services and the additional lump sum fee to be paid to the ENGINEER for the services to be provided under this agreement.

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EXHIBIT D

SCHEDULE OF WORK

SECTION 1 - PERIOD OF SERVICE

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

<u>Task</u>	<u>Months</u>
<u>Collection and review of data</u>	3
<u>Prepare HCS and Warrants Analysis</u>	2
<u>Prepare recommendations report</u>	1

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 2, 2004

AGENDA ITEM NO. 11

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

\$16,000 annual contract

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Renewal of Spraying Contract with Weed Pro, LLC

INTRODUCED BY: Tim Rogers, Public Works Director

BOARD ACTION:

MOTION MADE BY:

Lott

SECONDED BY:

Touchton

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham	<u> </u>	<u> </u>	<u> </u>
Hisaw	<u> </u>	<u> </u>	<u> </u>
Greer	<u> </u>	<u> </u>	<u> </u>
Brantley	<u> </u>	<u> </u>	<u> </u>
Fisher	<u> </u>	<u> </u>	<u> </u>
Touchton	<u> </u>	<u> </u>	<u> </u>
Lott	<u> </u>	<u> </u>	<u> </u>
Mayor Aultman	<u> </u>	<u> </u>	<u> </u>

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.



WEED PRO, LLC
QUALITY WEED CONTROL

BOARD APPROVED

NOV 02 2004

CITY OF CLINTON

Mr. Tim Rogers
City of Clinton
P.O. Box 54195
Clinton, Ms.

Re: Renewal of Spraying
Contact

Dear Mr. Rogers:

Weed Pro, LLC is pleased to submit the following renewal to provide contract spraying services to the City of Clinton, Ms for the year 2005 growing season.

We will provide all required insurance, licensing, personnel, and equipment to treat all undesirable vegetation.

The areas to be treated include various drainage ditches in the City of Clinton Ms. that are highlighted on your 2004 map.

We submit a three application quote of all ditches of \$13,500.00 and a quote of \$ 2,500.00 for the one spraying of lagoon levees, fences and structures as well as all treatment plants and city water tanks treated in 2003. Additional areas may be added at the rate of .01 per square foot. This price is the same as last year.

Applications shall be made in April, June and August (dependent upon rainfall and rainfall amounts) to maximize the control of the unwanted vegetation.

Thank you for the opportunity to submit this renewal.

Respectfully,
Weed Pro, LLC

David E. Hanson

Signature _____ Date _____ P.O. Number _____

400-650-515
204-215-515

\$16,000.00

APPROVED
OCT 27 2004

CITY OF CLINTON
PUBLIC WORKS DEPT.

52644

Public Works

10/28/04

City wide

PURCHASE ORDER #

Weed Pro, LLC

ADDRESS

Suggested Sources _____

urces _____
Tim Rogers

Name _____

52644

Public Works

DATE _____

10/28/04

DELIVER TO

City, Iowa

PURCHASE ORDER #

VENDOR NAME

Wood Pro, LLC

ADDRESS

Item	Description	Qty.	Est. Unit Price	Est. Total Price
	Contract for various drainage ditches & lagoons, levees, etc. to be treated for vegetation (Renewal) 2005 Billed monthly,			\$16,000 ⁰⁰
BUDGET ACCT. #	#00-650-515 001-218-515		Subtotal	
APPROVAL - MAYOR			Tax/Freight	
BOARD/ALDERMEN			Total	\$16,000 ⁰⁰
(If Required)	(Date)			

Suggested Sources

ORIGINATOR

Mr. Kizer

Name