

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, FEBRUARY 1, 2005 – 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 Greer followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL – Deputy City Clerk, Carol Warren

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
 Sharbert Lott – Alderman Ward 6
 Ken Dreher - City Attorney

Absent: Herb Touchton – Alderman Ward 5
 Wayne Derrick – City Clerk

APPROVAL OF AGENDA ITEMS A-DD

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve Consent Agenda Items A-DD. **MOTION CARRIED UNANIMOUSLY**

DIMENSIONAL VARIANCE FOR JHN PROPERTIES dba HOLIDAY INN EXPRESS

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Brabham to approve a Resolution for a dimensional variance for JHN Properties dba Holiday Inn Express to be located at 495 Springridge Road, said variance of thirteen (13) feet to permit a building height of 48 feet. A copy of the Resolution is attached. **MOTION MADE UNANIMOUSLY**

MOTION TO SET PUBLIC HEARING TO AMEND ZONING ORDINANCE BY AMENDING SECTION 1802 (f)

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Lott to approve the motion to set a public hearing to amend Zoning Ordinance by amending Section 1802 and that said hearing take place on February 22, 2005 or as soon thereafter as possible before the Planning Commission. Amendment of Section 1802 (f) is adding the following: "Extraction of minerals, including sand and gravel, provided that when "open pit" operations are conducted, the operator must obtain required permits and approvals from other governmental entities and provide City of Clinton Board of Alderman with written proof of same." A copy of said motion is attached. **MOTION CARRIED UNANIMOUSLY**

RE-APPOINTMENT OF TOMMIE CARDIN TO THE CLINTON SCHOOL BOARD FOR A 5 YEAR TERM

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw to approve the re-appointment of Tommie Cardin to the Clinton School Board for a 5-year term beginning March 2005 thru March 2010. **MOTION CARRIED UNANIMOUSLY**

DRAINAGE PROBLEM BETWEEN 113 AND 115 PEBBLE LANE

Upon presentation of a Finding of Facts by Tim Rogers, Public Works Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to deny the request for the City to repair the erosion that has occurred between 113 and 115 Pebble Lane. The request for repair does not meet the following criteria: (1) it is not within an accepted drainage easement, (2) it is not causing public health and safety issues, (3) it is not life threatening and (4) it is not causing damage or threat of damage to public property or utilities. **MOTION CARRIED UNANIMOUSLY**

DRAINAGE PROBLEM BETWEEN 105 AND 106 COBBLESTONE COURT

Upon presentation of a Finding of Facts by Tim Rogers, Public Works Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Lott to approve the request for repairing a pipe that has collapsed. The request meets the following criteria: (1) it is causing damage to public utilities and (2) it is causing street flooding, which is a safety issue. The Board authorizes the City to request the homeowner to sign a right to enter form. **MOTION CARRIED UNANIMOUSLY**

LANDOWNER AGREEMENT FOR BIOSOLIDS LAND APPLICATION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Lott to authorized Mayor Aultman to enter into a landowner agreement for Biosolids land application with Eugene Nichols. A copy of agreement is attached. **MOTION CARRIED UNANIMOUSLY**

PROFESSIONAL SERVICES AGREEMENT WITH GEOSCIENCE ENGINEERS, LLC

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to authorize Mayor Aultman to enter into a professional services agreement in the amount of \$4,300 with GeoScience Engineers, LLC to provide construction monitoring services to the City of Clinton during construction of the Public Works Facility at a site on Springridge Road. A copy of agreement is attached. **MOTION CARRIED UNANIMOUSLY**

EXECUTIVE SESSION

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to consider entering into executive session for the purpose of discussing personnel matters. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Brabham and **SECONDED** by Alderman Greer to enter into executive session for the purpose of discussing personnel matters. **MOTION CARRIED UNANIMOUSLY**

Mayor and Board of Aldermen enter executive session at 7:20 p.m. Also in the executive session is City Attorney Ken Dreher. Alderman Touchton was not present in the executive session. After a discussion of personnel matters, **MOTION** by Alderman Brabham and **SECONDED** by Alderman Greer to exit executive session. **MOTION CARRIED UNANIMOUSLY**

Mayor and Board of Aldermen exit executive session at 7:38 p.m. No action was taken in executive session.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to appoint Barry Burnside as Interim Fire Chief at a salary level of PM grade 14, Step 1, effective February 1, 2005.

ADJOURN 7:40 P.M.

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

APPROVED: Rosemary G. Aultman February 4, 2005
Rosemary G. Aultman, Mayor Date

ATTEST: Carol Warren, Deputy February 7, 2005
Wayne Derrick, City Clerk Date



BOARD APPROVED

FEB 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: February 1, 2005

AGENDA ITEM NO. 7.2

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Dimensional Variance
495 Springridge Rd – JHN Properties dba Holiday Inn Express

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

Lott
Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

absent

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.



JHN Properties of Mississippi, LLC

BOARD APPROVED

FEB 01 2005

CITY OF CLINTON

December 27th, 2004

Mr. Gary Ward, Zoning Administrator
City of Clinton
P.O. Box 156
Clinton, MS 39060

Dear Mr. Ward:

Please accept this letter as an official application for Variance on the proposed Holiday Inn Express Inn and Suites to be located on 495 South Springridge Road as depicted in the attached site plan (which is to be a replacement franchise property for the existing Holiday Inn Express located on 103 Johnston Place). Our architect, Mr. Mishra, has been in communication with you in reference to this project. The Intercontinental Hotel Group (parent company of Holiday Inn) has already granted a franchising agreement and license to build a new indoor structure at this site.

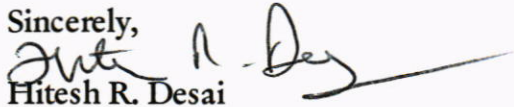
The Variance of a FOUR Story indoor hotel is required from the City of Clinton for the following reasons:

1. The proposed site (as attached) at 495 South Springridge Road is currently hidden behind Hampton Inn and the School Board Offices thereby blocking visibility from the Interstate I-20 ramp on exit # 36 and Springridge Road.
2. The Intercontinental franchisor licensing requirements state that that all Holiday Inn hotels must be in a predominantly visible site with adequate signage on the building structure.
3. Currently on the same exit, the former WordCom building is five stories high and this proposed new building would be lower.
4. Current available land for this project requires a four story building to accommodate the additional space for the necessary requirements of parking, maneuverability of fire trucks around the proposed property, and the development of approximately eighty guest suites and conference meeting rooms at the proposed site.

We are also willing to appear before the City Board of Alderman to discuss about the variance application and the proposed positive economic impact (creation of around 20-40 new jobs and new tax revenue base) for the City of Clinton. We look forward to working with the City of Clinton in the development of this project and also in promoting business growth in this locality. For your review please find enclosed the following materials: preliminary site plan; legal description of land; letter from current owner of land requesting approval of variance; and the check for \$250 for this application.

Your careful consideration and cooperation in this matter is greatly appreciated. Should you require additional information and or clarification please do not hesitate to contact either my self (601-421-5427) or Jerry Patel (601-209-2228). Warmest seasonal greetings,

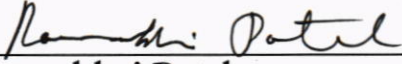
Sincerely,


Hitesh R. Desai
113 Fieldcrest Drive
Madison, MS 39110
/enclosures

December 27th, 2004

I, Ramanbhai Patel, the current owner of the land located on 495 Springridge Road give permission to "Laxmi JHN Properties of Mississippi," the authority to apply for City Variance while the contract for land sale is being finalized by our attorneys.

The signing of this letter is an acknowledgement of granting the permission to apply for variance.



Ramanbhai Patel

FEB 01 2005

RESOLUTION

CITY OF CLINTON

**RESOLUTION APPROVING A DIMENSIONAL VARIANCE FOR JHN PROPERTIES dba
HOLIDAY INN EXPRESS, 495 SPRINGRIDGE ROAD, CLINTON MISSISSIPPI, AS
DESCRIBED IN EXHIBIT "A"**

WHEREAS, JHN Properties dba Holiday Inn Express, has requested a dimensional variance on the building height requirements as set in Section 1503.01 of the Zoning Ordinance of the City of Clinton, Mississippi; and,

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

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

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

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

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

1. A dimensional variance of thirteen (13) feet shall be granted to permit a building height of 48 feet.
2. The legal description of the subject property is shown in Exhibit "A" attached hereto.

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

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

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

Whereupon the Mayor declared the Motion carried and the resolution approved and adopted.
The foregoing resolution was approved this the 1st day of February 2004.

CITY OF CLINTON

BY Rosemary J. Aultman
ROSEMARY AULTMAN, MAYOR

02/04/2005

ATTEST:

W. Derrick

WAYNE DERRICK, CITY CLERK

Exhibit "A"

A parcel and land located in Section 32, Township 6 North, Range 1 West, in the First Judicial District of Hinds County, Mississippi and being more particularly described in Book 3598 on Page 329. AKA 495 Springridge Road, Clinton, MS

BOARD APPROVED

FEB 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: February 1, 2005

AGENDA ITEM NO. 7.6

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Motion to set Public Hearing to amend Zoning Ordinance Section 1802

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

Brantley
Lott

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

absent

Mayor Aultman

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

FEB 01 2005

**MOTION TO SET PUBLIC HEARING TO AMEND
ZONING ORDINANCE BY AMENDING SECTION 1802**

CITY OF CLINTON

I move that, pursuant to the Zoning Ordinance of the City of Clinton, a public hearing be set, as required, to amend the Zoning Ordinance by amending Section 1802 as set out below and that said hearing take place on February 22, 2005 or as soon thereafter as possible before the Planning Commission.

AMENDMENT TO ZONING ORDINANCE

Section 1802 (f) – is hereby amended by adding the following:

- (f) **Extraction of minerals, including sand and gravel, provided that when “open pit” operations are conducted, the operator must obtain required permits and approvals from other governmental entities and provide City of Clinton Board of Aldermen with written proof of same.**

The foregoing Motion, having been reduced to writing, Alderman Brantley moved that said Motion be adopted. Alderman Lott seconded. The vote was as follows:

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

Approved on the 15th day of Feb, 2005.

CITY OF CLINTON, MISSISSIPPI

Rosemary A. Aultman
Rosemary Aultman, Mayor

ATTEST:

W. Derrick
Wayne Derrick, City Clerk

PLANNING AND ZONING COMMISSION

Clinton, Mississippi

Tuesday, January 25, 2005

Public Hearing – 7:00 P.M.

Municipal Courtroom

305 Monroe Street

Minutes

Commission members present: Bill Campbell, Jim Martin, Bill Barnett, Bettye King, Alice Nettles. City officials present: Gary Ward, Zoning Administrator, Clint Brantley, Alderman-Ward 3, and Ken Dreher, City Attorney

I. Call to Order

Bill Campbell called the meeting to order at 7:00 pm.

II. Consideration and approval of November 23, 2004 minutes

Motion was made by Bettye King to approve the Minutes of the November 23, 2004 Commission meeting as submitted. Second by Alice Nettles. Motion carried unanimously, none opposed.

III. New Considerations

1. Request for dimensional variance at 5054 Williamson Road. Representatives present: Dr. John & Ingrid Adams, Terry Estess

After a lengthy discussion, this consideration was withdrawn by Dr. and Mrs. John Adams.

2. Request for dimensional variance at 495 Springridge Road, JHN Properties dba Holiday Inn Express. Representatives present: Jerry Patel, Nick Patel, Ashish Mishra, Hitesh Desai

JHN Properties is requesting a dimensional height variance of 13 feet in order to build a four-story building. This proposed building is located at 495 Springridge Road, behind the Hampton Inn and it is within a C-2 General Commercial zoning district. The city of Clinton's Zoning Ordinance allows for a height variance.

Mr. Hitesh Desai explained that Holiday Inn now requires all interior rooms; meaning room access is inside the hotel. They are proposing a four-story hotel to accommodate room requirements, parking, easements, and fire protection.

The existing Holiday Inn would become another chain, which has not yet been determined.

A Public Hearing was held and no opposition was expressed.

A MOTION was made by Jim Martin to recommend to the Mayor and Board of Aldermen that approval be granted for a dimensional variance of thirteen (13) feet for construction of a four-story Holiday Inn at 495 Springridge Road. SECOND by Bill Barnett. MOTION carried unanimously, none opposed.

IV. Other Business

Bill Campbell welcomed new member Bill Barnett. He is representing Ward 6.

V. Next Meeting

The next meeting will be held on Tuesday, February 22, 2005 beginning at 7:00pm.

V. Adjournment

MOTION to adjourn was made by Bettye King. SECOND by Alice Nettles. MOTION carried unanimously, none opposed.

PLANNING AND ZONING COMMISSION

Clinton, Mississippi
Tuesday, January 25, 2004
Public Hearing – 7:00 P.M.
Municipal Courtroom
305 Monroe Street

Sign-in Sheet

Name	Address
Barbara Gayle Stamm	4974 Williamson Rd.
Bill Stamm	4974 W. Williamson Rd
Laundon Stamm	4974 Williamson Rd
Nancy Farrar	5014 Williamson Rd Clinton, MS.
Pat Stamm	5014 Williamson Rd Clinton, MS
Robert ESTESS	106 Hickory Hills Dr. Clinton
Carolyn Buchanan	4950 Williamson Rd Clinton MS
Cheryl Bramley	1617 TABLECROSS DR -
Dr. John L. Adams	116 Oakhurst Dr. Clinton, MS 39056
Imanol E. Adams	116 Oakhurst Dr. Clinton, MS 39056
Jerry O. Eddy	5965 LIBBY LANE JACKSON, MS 39211
NICK PATEL	1003, TREETOPS BLVD, FLOWOOD, MS 39232
ASHISH MISHRA	265 Oakwood Dr. Meridian MS 39305
JERRY. PATEL	125 DUNLEITHWAY CLINTON, MS 39056
NITESH DESAI	113 Fieldcrest Drive Madison MS 39111
KEN DREHER	761 Clinton Pkwy
Maybelle Cagle	193 Hobbs Farms

BOARD APPROVED

FEB 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: February 1, 2005

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Re-appointment of Tommie Cardin to the Clinton School Board
5 year term

March 2010

INTRODUCED BY: Mayor Rosemary Aultman

TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Greer*

SECONDED BY: *Hisaw*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Mayor Aultman

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: February 1, 2004

AGENDA ITEM NO. 9

Discussion/Action: of drainage problem between 113 and 115 Pebble Lane

Trailwoods Sub.

*gal. arch culvert
erosion @ 115 didn't meet criteria*

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

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other :

*Does not meet criteria
Board Denied*

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

absent

Mayor Aultman

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

BOARD APPROVED

FEB 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: February 1, 2004

AGENDA ITEM NO. 10

Discussion/Action: of drainage problem between 105 and 106 Cobblestone Court

*pipe has collapsed
caused damage to street
replace culvert*

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

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other :

*Home owners sign right
to enter farm*

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

Greer

SECONDED BY:

Lott

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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absent
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Mayor Aultman

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

GeoScience

E N G I N E E R S, LLC

2941 FLEETBROOK DRIVE
MEMPHIS, TENNESSEE 38116

GEOTECHNICAL AND GEOENVIRONMENTAL CONSULTANTS

POST OFFICE BOX 9144
JACKSON, MISSISSIPPI 39286

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

January 27, 2005

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

City of Clinton
Post Office Box 156
Clinton, Mississippi 39060

Attention: Mr. Tim S. Rogers, Public Works Director

Re: Proposed Construction Monitoring Services
Public Works Facility
Springridge Road Site
Clinton, Mississippi

Gentlemen:

GeoScience Engineers, LLC is pleased to submit this proposal to provide construction monitoring services to the City of Clinton (Clinton) during construction of the Public Works Facility at a site on Springridge Road in Clinton, Mississippi. This proposal was requested by Mr. Tim S. Rogers on January 26, 2005.

Introduction

Based on information obtained from JH&H Architects, it is our understanding that construction monitoring services are required during construction of the Public Works Facility. This work will include site preparation, placement of concrete for foundations, floor slabs, sidewalks, and pavement. Further, construction of the building will require erection of a steel frame building on the prepared foundations. Monitoring of the connections used in the erection of the building is recommended. Each of these activities, and our related scope of services, are discussed in the following paragraphs.

Earthwork Construction

Earthwork construction for this project would include site clearing, proof-rolling, site grading, overexcavation of unsuitable soils and placement and compaction of select fill materials. We understand that fill material will be placed at the site to establish finished subgrade elevations in the front parking area. Further, an area of unsuitable soils and debris exists at the site that will require overexcavation. Our services would include: observation of overexcavation and proof-rolling activities; laboratory testing of on-site fill materials to determine compliance with the project specifications and determination of optimum moisture and maximum dry unit weight; and field compaction (moisture-density) testing during fill placement and site grading activities. Additionally, GeoScience technicians would perform field density tests on each lift of the utility trench backfill.

Concrete Construction

Concrete construction for this project would include placement of structural concrete for building foundations, floor slabs as well as for the parking areas, sidewalks, and curbs. We were not provided the volume of structural concrete that will be placed for this project. Therefore, we have estimated the number of concrete test cylinders based on our experience with similar projects. GeoScience technicians that have been certified by the American Concrete Institute (ACI) would provide monitoring and field testing of the concrete. Our services would include: field testing of fresh concrete at the time of placement to document the slump, air content, concrete temperature, and ambient temperature of the plastic concrete. GeoScience technicians would also communicate with the contractor to maintain the slump and temperature within specified limits. Representative samples of the plastic concrete would be obtained to cast laboratory compressive strength test cylinders. The numbers and test ages of the concrete samples would be in accordance with specifications set forth for this project.

Pavement Construction

Pavement construction for this project would include the placement of concrete. During compaction of the pavement subgrade, GeoScience technicians would perform field moisture-density tests to determine in-place moisture content, dry density and compaction achieved. Further, our technicians would sample and test the fresh concrete for the pavement. Additionally, compressive strength tests would be performed on the concrete test cylinders from the pavement.

Steel Erection

During erection of structural steel elements, representative of GeoScience would visually inspect field welds and bolt connections. Structural steel elements that would be involved in these evaluations include steel columns, trusses, and bar joists. Results of these visual inspections would be included in the Daily Field Reports.

Reporting

The contractor activities, field test results and observations, as well as, the GeoScience technicians activities would be documented in the form of Daily Field Reports (DFRs). These DFRs and associated field and laboratory test results would be forwarded by memorandum on a weekly basis to: the owner, owners architect/engineer, the City of Clinton, and any other parties designated by you. A complete summary report would be produced upon completion of the project.

GeoMan

GeoScience Engineers, LLC has developed the computer application GEOMAN® that greatly simplifies the management of information and data generated by construction monitoring activities. This application was created using Microsoft Access and is used daily in the management of project information at GeoScience Engineers. The preparation of daily field reports (DFRs) by field based engineers and technicians is an effective means to monitor and document construction activities.

As each hand-written report is received at the main office, it is entered into the database where it can be retrieved and reviewed by the project manager and other individuals within the organization as the information is needed. An additional advantage of the GEOMAN© database is that it becomes a permanent construction history for the project. Material tests performed in the field, such as the in-place soil density test, and field laboratory tests such as sieve analysis, compaction, Atterberg limits, soil water content, and concrete cylinder strength tests are all part of the database. The full power and advantage of the computer is used in data processing, for example, as raw data from the 7-day and 28-day concrete cylinder breaks are entered, the PASS/FAIL criteria is immediately determined and flags the reviewer, if necessary. All the field test data, field laboratory data, and construction records are stored and may be retrieved and displayed by GEOMAN©, which has been designed to be accommodating and user friendly.

GEOMAN© is fully operational on the local-area-network at GeoScience Engineers. It can be accessed using direct-connection (network cabling). Each workstation at GeoScience can access information in GEOMAN©. Hence, this software has become a very useful tool to both the project manager in the office and the construction-worker on the site to access information that may be needed for time critical decisions. GeoScience Engineers proposes to use GEOMAN© to manage the construction monitoring data for this project.

Estimated Fees

A fee estimate has been developed, for the construction monitoring services, according to the previously stated scope of services. This fee estimate was developed through the utilization of our standard fee schedule and estimates of the quantities based on our understanding of the scope. Based on the previously stated rationale, we have estimated that the cost of construction monitoring services would be \$38,000.

The attached Table 1 provides a detailed cost estimate for each phase that includes number of tests, man-hours, and unit rates. These costs were estimated assuming that construction is performed in a timely manner and that no unusual weather and/or other delays which would require excess inspection time. In the event that such unforeseen conditions are encountered or that there is a change in the scope of our services, your approval would be obtained before exceeding the approved cost of services. Our services on this project would be invoiced monthly on a time and materials basis at the unit costs listed in our standard fee schedules. GeoScience would only invoice the City of Clinton for the services provided. Should the number of hours and/or tests be less than the estimate, the resulting savings would be realized by the City of Clinton.

Contract Considerations

In lieu of a more formal contract, this proposal and the attached "General Conditions for Engineering Services" can be used as a written agreement of the work scope, schedule, and fees. This document is provided to you in duplicate. Please have the person responsible for payment sign and return an acknowledgement copy of this proposal for our files, or issue a purchase order reflecting its terms.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If we can answer any questions or if we can further assist you in any way, please call on us.

Very Truly Yours,
GeoScience Engineers, LLC



Eugene G. Wardlaw, P.E.

EGW

Copies Submitted: 2

Attachment: Standard Conditions for Engineering Services

M:\Proposal\2005\Jan\CM_Public_Works.wpd

Accepted By: _____

Date: _____

Table 1
Estimate of Fees

Project: CM - Public Works Facility	Proposal No: CM_Clinton_PWF.xls
Location: Clinton, MS	Date: January 27, 2005
Client: City of Clinton	Contact: Tim Rogers

GEOTECHNICAL/MATERIALS LABORATORY TESTING

Classification Tests

Atterberg Limits - One Point Method	4 tests	@ \$ 41.50 /ea	\$ 166.00
Particle Size Analysis (2 in.- #200)	2 tests	@ \$ 46.50 /ea	\$ 93.00
#200 Wash	4 tests	@ \$ 33.50 /ea	\$ 134.00

Earthwork Tests

Compaction Tests (Proctor): LL<50	4 tests	@ \$155.00 /ea	\$ 620.00
Minimum and Maximum Density (Relative)	0 tests	@ \$145.00 /ea	\$ 0.00

Concrete/Asphalt Testing

Concrete Compressive Strength	200 tests	@ \$ 10.25 /ea	\$ 2,050.00
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Subtotal - Geotechnical Laboratory Testing

\$3,063.00

ENGINEERING AND SUPPORT SERVICES

Principal Engineer	5 hours	@ \$125.00 /hr	\$ 625.00
Senior Engineer	26 hours	@ \$ 95.00 /hr	\$ 2,470.00
Technical Report Word Processing	18 hours	@ \$ 36.00 /hr	\$ 648.00
Drafting Services	1 hours	@ \$ 45.00 /hr	\$ 45.00

Subtotal - Engineering Services

\$3,788.00

TECHNICAL SERVICES - CONSTRUCTION MONITORING

Senior Engineering Technician	645 hours	@ \$ 47.00 /hr	\$30,315.00
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Subtotal - Technical Services

\$30,315.00

Cost Estimate

\$37,166.00

CONTINGENCIES

Lump Sum	1 LS	\$ 834.00
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Subtotal - Contingencies

\$834.00

Total Cost Estimate

\$38,000.00

PROPOSAL AMOUNT

\$38,000.00

General Conditions for Engineering Services

Right of Entry

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

Terms of Payment

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

Disputes

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

Variable Conditions

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

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

Standard of Care and Limitations of Liability

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under

similar conditions. No other warranty, expressed or implied, is made.

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

Insurance

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

Document and Sample Control

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

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

BOARD APPROVED

FEB 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: February 1, 2005

Agenda Item No. 11

Consent Agenda: \$ For: *	To: Account No.
-------------------------------------	----------------------------

Discussion/Action: Landowner Agreement for Biosolids Land Application <u>Biosolids</u>	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Hisaw
Seconded by: Lott

<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.

BOARD APPROVED

FEB 01 2005

CITY OF CLINTON

**LANDOWNER AGREEMENT
FOR
BIOSOLIDS LAND APPLICATION**

This agreement is made the 1st day of February 2005, by and between Eugene Nichols ("Landowner"), and THE CITY OF CLINTON, MISSISSIPPI.

WHEREAS, the City of Clinton, in its treatment of domestic wastewater, generates waste solids known as sewage sludge or "biosolids", and

WHEREAS, the City desires to beneficially use biosolids as soil amendments on agricultural land; and

WHEREAS, the Landowner holds title to real property ("Property") located at Section 5 & 8 Township 6N Range 2 W more fully described in Attachment 'A' attached hereto and made a part hereof for all purposes, and Landowner desires to participate in the beneficial use of the biosolids with the City by using the biosolids as soil amendments through land application of the biosolids on the Property; and

WHEREAS, the City of Clinton has executed an agreement (as amended) with St Environmental, to process and dispose of the biosolids on behalf of the City of Clinton;

NOW, THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landowner and the City mutually agree as follows:

1. The City will submit applications for and secure permits from the Mississippi Department of Environmental Quality Permit Board for the use of and land application of biosolids (including temporary inclement weather storage, if appropriate,) on the Property. Permits will be sought for the maximum amount of acreage on the Property that can be utilized under the regulations and that is mutually agreeable to the Landowner, and the City.
2. Once the required permits described in Paragraph No. 1 have been issued, Landowner will be provided a copy of the permits, the Landowner shall grant to ST Environmental, as the contract operator for the City, and to the City the full right to enter onto the property and to apply biosolids in accordance with the conditions and limitations established in the permits. In consideration for the receipt of benefits from the application of biosolids on the Property for land application of biosolids at no charge to St Environmental or the City.
3. ST Environmental, its subcontractor or assignee, will deliver the biosolids to the Property and will apply, pursuant to its agreement with the City of Clinton and pursuant to all applicable permits, the biosolids immediately following delivery to the Property. The City, through ST Environmental shall be responsible for all equipment used to transport and apply the biosolids to the Property. In

FEB 01 2005

CITY OF CLINTON

applying the biosolids to the Property, the City, through ST Environmental agrees to comply with all federal and state laws and regulations, and conditions and limitations established in all permits issued by the Mississippi Department of Environmental Quality as described in Paragraph No. 1.

4. Landowner shall maintain all roads, gates and fences on the Property. ST Environmental shall assist Landowner with repairs incurred due to the delivery of biosolids which are beyond normal wear and tear.
5. Landowner does hereby represent that to the best of his or her knowledge, there has been no hazardous waste, industrial waste, or other solid waste or sludge previously disposed of on the property herein described. Landowner further agrees that he or she shall not allow the disposal or application of waste products on the subject Property by any party other than as provided for in this land use agreement. Landowner shall accept for application to the Property only biosolids generated by the City of Clinton.
6. Landowner may conduct regular agricultural activities on the property so long as such activities do not interfere with the storage or application of biosolids. The City, ST Environmental and the Landowner will develop a schedule, which will include the dates and times of biosolids application and dates, times and other information relating to the planting of crops.
7. Either Landowner or the City may terminate this Agreement upon prior written 90-day notice to the other party. Any notices of such termination must be by certified U.S. Mail, return receipt requested, by the terminating party to other parties.
8. This Agreement shall become effective only at such time as the Permits described in Paragraph No. 1 are issued.
9. This agreement shall terminate on the second anniversary of the date of execution unless the permits have been issued prior to that date, otherwise the Term shall run concurrently with the term of the Permit and extension or renewal of the Permit.
10. Whenever used herein, the term ST Environmental shall mean, when appropriate, ST Environmental subcontractor or agents.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

BOARD APPROVED

FEB 01 2005

CITY OF CLINTON

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

APPROVED AND ACCEPTED:

Landowner

Mailing Address:

Phone:

Rosemary G. Galtman

Mayor
City of Clinton
2/5/05

Mailing Address:

Post Office Box 156
Clinton, Mississippi 39060
Phone: 601-924-5462
Attention: Engineering Department

BOARD APPROVED

FEB 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: February 1, 2005

AGENDA ITEM NO. 12

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Professional Services Agreement with GeoScience Engineers, LLC

INTRODUCED BY: Tim Rogers, Public Works Director

BOARD ACTION:

MOTION MADE BY: Brantley

SECONDED BY: Brabham

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

|

absent

|

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.

GeoScience

E N G I N E E R S, LLC

2941 FLEETBROOK DRIVE
MEMPHIS, TENNESSEE 38116

GEOTECHNICAL AND GEOENVIRONMENTAL CONSULTANTS

POST OFFICE BOX 9144
JACKSON, MISSISSIPPI 39286

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

January 31, 2005

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

City of Clinton
Post Office Box 156
Clinton, Mississippi 39060

Attention: Mr. Tim S. Rogers, Public Works Director

Re: Proposed Construction Monitoring Services
Public Works Facility
Springridge Road Site
Clinton, Mississippi

Gentlemen:

GeoScience Engineers, LLC is pleased to submit this proposal to provide construction monitoring services to the City of Clinton (Clinton) during the site preparation phase of the construction of the Public Works Facility at a site on Springridge Road in Clinton, Mississippi. This proposal was requested by Mr. Rick Williams, AIA on January 31, 2005.

Introduction

Based on information obtained from JH&H Architects, it is our understanding that construction monitoring services are required during construction of the Public Works Facility. This work would include only the site preparation (earthwork) phase of the project. This phase of the project, and our related scope of services, are discussed in the following paragraphs.

Earthwork Construction

Earthwork construction for this project would include site clearing, proof-rolling, site grading, overexcavation of unsuitable soils and placement and compaction of select fill materials. We understand that fill material will be placed at the site to establish finished subgrade elevations in the front parking area. Further, an area of unsuitable soils and debris exists at the site that will require overexcavation. Our services would include: laboratory testing of on-site fill materials to determine compliance with the project specifications and determination of optimum moisture and maximum dry unit weight; and field compaction (moisture-density) testing during fill placement and site grading activities.

Reporting

Field test results would be documented in the form of Daily Field Reports (DFRs). These DFRs and associated field and laboratory test results would be forwarded by memorandum on a bi-weekly basis

to: the City of Clinton, architect, contractor, and any other parties designated by you.

GeoMan

GeoScience Engineers, LLC has developed the computer application GEOMAN® that greatly simplifies the management of information and data generated by construction monitoring activities. This application was created using Microsoft Access and is used daily in the management of project information at GeoScience Engineers. The preparation of daily field reports (DFRs) by field based engineers and technicians is an effective means to monitor and document construction activities. As each hand-written report is received at the main office, it is entered into the database where it can be retrieved and reviewed by the project manager and other individuals within the organization as the information is needed. An additional advantage of the GEOMAN® database is that it becomes a permanent construction history for the project. Material tests performed in the field, such as the in-place soil density test, and field laboratory tests such as sieve analysis, compaction, Atterberg limits, soil water content, and concrete cylinder strength tests are all part of the database. The full power and advantage of the computer is used in data processing, for example, as raw data from the 7-day and 28-day concrete cylinder breaks are entered, the PASS/FAIL criteria is immediately determined and flags the reviewer, if necessary. All the field test data, field laboratory data, and construction records are stored and may be retrieved and displayed by GEOMAN®, which has been designed to be accommodating and user friendly.

GEOMAN® is fully operational on the local-area-network at GeoScience Engineers. It can be accessed using direct-connection (network cabling). Each workstation at GeoScience can access information in GEOMAN®. Hence, this software has become a very useful tool to both the project manager in the office and the construction-worker on the site to access information that may be needed for time critical decisions. GeoScience Engineers proposes to use GEOMAN® to manage the construction monitoring data for this project.

Estimated Fees

A fee estimate has been developed, for the construction monitoring services, according to the previously stated scope of services. This fee estimate was developed through the utilization of our standard fee schedule and estimates of the quantities based on our understanding of the scope. Based on the previously stated rationale, we have estimated that the cost of construction monitoring services would be \$4,300.

The attached Table 1 provides a detailed cost estimate for each phase that includes number of tests, man-hours, and unit rates. These costs were estimated assuming that construction is performed in a timely manner and that no unusual weather and/or other delays which would require excess inspection time. In the event that such unforeseen conditions are encountered or that there is a change in the scope of our services, your approval would be obtained before exceeding the approved cost of services. Our services on this project would be invoiced monthly on a time and materials basis at the unit costs listed in our standard fee schedules. GeoScience would only invoice the City of Clinton for the services provided. Should the number of hours and/or tests be less than the estimate, the resulting savings would be realized by the City of Clinton.

Contract Considerations

In lieu of a more formal contract, this proposal and the attached "General Conditions for Engineering Services" can be used as a written agreement of the work scope, schedule, and fees. This document is provided to you in duplicate. Please have the person responsible for payment sign and return an acknowledgement copy of this proposal for our files, or issue a purchase order reflecting its terms.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If we can answer any questions or if we can further assist you in any way, please call on us.

Very Truly Yours,
GeoScience Engineers, LLC



Eugene G. Wardlaw, P.E.

EGW

Copies Submitted: 2

Attachment: Standard Conditions for Engineering Services

M:\Proposal\2005\Jan\CM_Public_Works_R.wpd

Accepted By: 

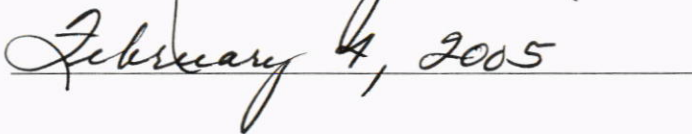
Date: 

Table 1
Estimate of Fees

Project: CM - Public Works Facility	Proposal No: CM_Clinton_PWF.xls
Location: Clinton, MS	Date: January 31, 2005
Client: City of Clinton	Contact: Tim Rogers

GEOTECHNICAL/MATERIALS LABORATORY TESTING

Classification Tests

Atterberg Limits - One Point Method	2 tests @ \$ 41.50 /ea	\$ 83.00
#200 Wash	2 tests @ \$ 33.50 /ea	\$ 67.00

Earthwork Tests

Compaction Tests (Proctor): LL<50	2 tests @ \$155.00 /ea	\$ 310.00
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Subtotal - Geotechnical Laboratory Testing	\$460.00
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ENGINEERING AND SUPPORT SERVICES

Technical Report Word Processing	6 hours @ \$ 36.00 /hr	\$ 216.00
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Subtotal - Engineering Services	\$216.00
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TECHNICAL SERVICES - CONSTRUCTION MONITORING

Senior Engineering Technician	75 hours @ \$ 47.00 /hr	\$ 3,525.00
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Subtotal - Technical Services	\$3,525.00
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Cost Estimate	\$4,201.00
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CONTINGENCIES

Lump Sum	1 LS	\$ 99.00
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Subtotal - Contingencies	\$99.00
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Total Cost Estimate	\$4,300.00
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PROPOSAL AMOUNT	\$4,300.00
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General Conditions for Engineering Services

Right of Entry

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

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Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under

similar conditions. No other warranty, expressed or implied, is made.

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

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

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

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: February 1, 2005

AGENDA ITEM NO.

13

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Personnel

INTRODUCED BY: Mayor Rosemary Aultman

TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

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

DATE: November 15, 2004

TO: Selected Individuals

**FROM: Norman H. Gough, Executive Director
Clinton Community Development Foundation, Inc.**

RE: Joint effort in promoting a Municipal Complex Involving City and CCDF

It would be hard to find a better place to live than Clinton, Mississippi. There is something about the city that just "gets in your blood" once you move here and get settled. Although a native of Vicksburg, I have been a resident of Clinton for 46 years of my life and just love the spirit of its people. Although growing in population from 2,500 when we moved here to 25,000 today, it has maintained "a small town atmosphere" like no other town I know. All three of my children grew up here and went to college here. They all three were married here and two of them married Clinton natives.

Yes, Clinton is a very special place for me and it goes back years before I was born. Dr. Norman Henry, my grandfather and namesake, and my grandmother, courted while attending Mississippi College and Hillman College. My grandfather graduated from MC in 1901, went to dental school, married shortly after that, and established a dental practice in Vicksburg. He died at the age of 48, and although I never knew him, he had a great influence on my life. He told my grandmother that if he had the money he would buy up any parcel of land to the west of Jackson because such real estate would be valuable as the years past by. He was so right! It was because of his love for Clinton and his loyalty to Mississippi College that I selected MC as my college and, later, Clinton as my home to raise and educate my family. My grandfather loved the college and the town and that love has permeated my feelings for the same two institutions with the same intensity.

In fact, Clinton, in a way, will be my permanent home as I have purchased four lots in the Clinton Cemetery. My body will remain in the soil I love here on earth, while my soul will experience the peaceful surroundings of the real Heaven.

I believe all who receive a copy of this memo will agree that the City of Clinton is in dire need of a new City Hall with adequate office space, parking and other amenities to serve a growing community. I also believe a city the size of ours should provide a multi-purpose facility that will accommodate the needs of all citizens--from young children to senior adults. Such facilities as these would fill a void in a city that is one of the state's largest and most progressive cities.

(M O R E)

ADD ONE (CCDF PROPOSAL)

The landscape of Clinton has undergone tremendous changes in just the last decade. There are new shopping centers, schools, recreational facilities, a North-South Parkway, new and expanded subdivisions, improved intersections and interchanges, establishment of an historical downtown district, increased police and fire protection, plans for a much needed new and enlarged public library, and on-and-on we could go. We mention the foregoing to lead up to the fact that despite steady and well-managed growth in recent years, there has been very little talk about a new and enlarged City Hall to service this growth. There has been some excitement for a Civic Center that would allow the opportunity of showing off the talent of our residents and serve as a hub for various meetings and programs involving residents of all ages. The community is overflowing with individuals of unusual talents and with a great heart for cultural activities, but there is no place to showcase them.

For the past ten years the Clinton Community Development Foundation, Inc., a private 501(c)(3) organization, has spearheaded the effort of building a Civic and Cultural Arts Center for Clinton. Such a facility would meet the needs of multiple cultural and artistic endeavors and serve the community in other way as well. Building plans have already been developed that would provide multi-purpose space that will accommodate the needs of all citizens of all ages. It would provide cultural, educational, social and economic benefits for a city that has earned the designation as a "Certified Retirement Community" and was one of the first five cities to receive the "Most Livable City" designation.

The time has come for the city to join hands with the CCDF in providing such a municipal complex to service its almost 25,000 residents. Entergy Mississippi has just recently announced it would play a larger role in economic development through its Team City Mississippi program. Clinton is already involved in the Team City program and has received some assistance. In October of this year Entergy announced it was offering low-interest loans and grants under the umbrella of its Business Investment Program. Worthy businesses can qualify for grants ranging from \$50,000 to \$1 million. The previous maximum grant was \$3,000.

Should the city and the CCDF pursue one of these grants, if eligible? Yes!! A Civic Center Complex was first discussed in 1992. In 1994 the weekly newspaper of the city, the *Clinton News*, published a survey to ascertain if residents saw a need for such a facility. Ninety-six (96%) of the respondents said it was long overdue, commenting such a Complex would boost the economic and cultural development of the city.

(M O R E)

ADD TWO (CCDF PROPOSAL)

In 1999 the Team City Mississippi committee indicated such a Complex was needed and efforts should be increased to raise funds to pay off the indebtedness on the 6.25 acre site located on the Clinton Parkway. The CCDF worked diligently to accomplish this by securing support from various arts, civic and women's organizations; from local businesses; from private individuals; and through fund-raisers sponsored by the Foundation. The drive was successful! On July 4, 2002, the note was burned at the annual Chamber of Commerce Fireworks Display at Traceway Park.

In April, 2000, the Mayor and Board of Aldermen of the City of Clinton unanimously adopted a resolution endorsing the leadership of the CCDF in spearheading the effort to provide such a Complex for the city. The elected officials expressed that there was a real need for such a facility in Clinton.

In October, 2001, the Team City Mississippi re-evaluation report stated: "With the opening of the new Clinton Parkway, it is time to focus more attention and resources on the Complex. The facility can be used for various events which the city cannot now accommodate. The Complex should be completed by January, 2005."

In June, 2003, a Strategic Planning Committee was formed by the City to determine long-range plans for the growing community. The committee was composed of business and civic leaders from all facets of community involvement. The result: Ranked in the top five most critical needs facing the community was the lack of a Civic and Cultural Arts Complex that would serve citizens of all ages.

The year 2004 is quietly slipping by. Will the year 2005 bring forth new impetus for a facility that will serve the needs of young children to senior citizens? We surely hope so and the CCDF would like to serve as the "battery charger" for a facility that will serve the city for years to come.

Here's a proposal the CCDF would like to present to the City of Clinton if it receives the approval of the Board of Directors. There is evidence that a need exists for an enlarged City Hall with space for parking and offices to adequately serve citizens. A strong need also exists for a Civic and Cultural Arts Complex, a facility that would greatly enhance Clintonians' ability to showcase the talents of current residents and performing groups and attract others.

(M O R E)

ADD THREE (CCDF PROPOSAL)

The CCDF owns property perfectly suited for a complex that would include a new and enlarged City Hall, plus a Civic and Cultural Arts Center. The 6.25 acre site is located on the Clinton Parkway between Cynthia Road and Main Street. Conveniently located near residential and business developments, the land is easily accessible by way of Clinton's major thoroughfares: the Clinton Parkway, the Natchez Trace Parkway, Northside Drive, Clinton Boulevard, U. S. Highway 80, plus I-20, I-220 and I-55. There are two I-20 controlled exits into the city.

Near-by interests include Olde Towne Clinton with its cafes, antique shops and art galleries; retail centers with shopping, dining and other services; Mississippi College, the state's oldest university founded in 1826; the multi-acre Clinton Community Nature Center; and many others. Financial institutions abound nearby and throughout the city.

Preliminary plans already exist for the Civic Center. Plans for a City Hall could be developed that enhance or compliment the Civic Center design. There would be shared parking and landscaping of the site would be a real plus for the Parkway as it attracts other retail and professional tenants.

We suggest several meetings be held between City officials and the CCDF to discuss the proposed City Hall and Civic Center and Cultural Arts Complex. It could be a real plus for Clinton and would be a facility that could make Clinton the envy of other communities of similar size throughout the state. The CCDF would supply the site and continue to assist in fundraising, while the city would finance construction. Legal matters could be worked out with attorneys representing both the City and the CCDF.

Several months ago Leland Speed, head of the Mississippi Development Authority and a man with close ties to Clinton and Mississippi College, spoke at a Chamber of Commerce luncheon held at MC. He complimented city officials on the construction and attractiveness of the Clinton Parkway and on other projects that had taken place in the city in recent years. Speed believes smaller Mississippi towns have two choices-- face up to the challenge of a changing economy or face the prospect of drying up. Clinton is not drying up because it is a community looking to the future. As a Certified Retirement Community that has put out the "Welcome Mat" for retirees seeking a "slower pace", the city has much to offer. We do need a larger City Hall and a much needed Civic Center to service the needs of all residents, however. Let's continue to move forward by providing such facilities.