

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 5, 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 Brantley followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

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

APPROVAL OF AGENDA ITEMS A-TT

MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to approve Consent Agenda Items A-TT with the exception of item L which was removed. Items OO and PP will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton.
MOTION CARRIED UNANIMOUSLY

PRELIMINARY SUBDIVISION PLAT FOR JNJ DEVELOPMENT

Upon presentation by Gary Ward, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve a preliminary subdivision plat for JNJ Development to be located on Clinton Industrial Park Drive. The Planning and Zoning Commission recommended approval. A copy of the plat is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF BRIAN HUDSON TO HISTORICAL PRESERVATION COMMISSION

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to appoint Brian Hudson to the Historical Preservation Commission. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF DEBBIE TILLMAN TO HISTORICAL PRESERVATION COMMISSION

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to appoint Debbie Tillman to the Historical Preservation Commission. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF TERESA LOVE, WHO RESIDES AT 105 SPENCER COVE, TO CITY OF CLINTON ELECTION COMMISSION

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Brantley to approve the appointment of Teresa Love, who resides at 105 Spencer Cove, to the City of Clinton Election Commission for a four-year term. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF JEAN JOHNSON, WHO RESIDES AT 5405 WILLIAMSON ROAD, TO THE CITY OF CLINTON ELECTION COMMISSION

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to approve the appointment of Jean Johnson, who resides at 5405 Williamson Road, to the City of Clinton Election Commission for a four-year term. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF MELODY LOGAN, WHO RESIDES AT 109 WATER OAKS DRIVE, TO THE CITY OF CLINTON ELECTION COMMISSION

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brantley to approve the appointment of Melody Logan, who resides at 109 Water Oaks Drive, to the City of Clinton Election Commission for a four-year term. **MOTION CARRIED UNANIMOUSLY**

CERTIFICATE OF ATTENDANCE FOR ERICA HICKS ATTENDING MUNICIPAL COURT CLERKS STATEWIDE SEMINAR

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to accept the certificate of attendance for Erica Hicks for attending the Municipal Court Clerks Statewide Seminar. **MOTION CARRIED UNANIMOUSLY**

TRANSFER AND SALES AGREEMENT WITH A SECURITIES DEALER/AGENT

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to authorize the Mayor to execute the necessary documents with a licensed security dealer/agent to dispose of the MCI, Inc. shares that the City of Clinton received as a partial settlement of amounts owed to the City by MCIWorldCom at the time of bankruptcy. The net proceeds of the sale, which will amount to about \$11,000 at the current market of about \$23.00 a share and will be applied to the amount currently owed the City by MCIWorldCom. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF BETHANNE LUNCEFORD AS A DEPUTY CITY CLERK

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Brantley to approve the appointment of Bethanne Lunceford as a Deputy City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A FINAL RESOLUTION GRANTING AN INITIAL FIVE-YEAR EXEMPTION FROM PROPERTY TAXES TO DELPHI AUTOMOTIVE SYSTEMS, LLC ON EQUIPMENT HAVING A FAIR VALUE OF \$2,343,286

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve a Final Resolution granting an initial five-year exemption from property taxes to Delphi Automotive Systems, LLC for the period of December 31, 2003 through December 30, 2008 on equipment having a fair value of \$2,343,286. Exemption was submitted to and approved by the Mississippi State Tax Commission. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A FINAL RESOLUTION GRANTING AN INITIAL FIVE-YEAR EXEMPTION FROM PROPERTY TAXES TO GRAPHIC PACKAGING INTERNATIONAL, INC. FOR THE PERIOD OF JANUARY 1, 2004 THROUGH DECEMBER 30, 2008 ON EQUIPMENT HAVING A FAIR VALUE OF \$1,122,910

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a Final Resolution granting an initial five-year exemption from property taxes to Graphic Packaging International, Inc. for the period of January 1, 2004 through December 31, 2008 on equipment having a fair value of \$1,122,910. Exemption was submitted to and approved by the Mississippi State Tax Commission. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A FINAL RESOLUTION GRANTING A SECOND FIVE-YEAR EXEMPTION FROM PROPERTY TAXES TO GULF STATES CANNERS, INC. FOR THE PERIOD OF JANUARY 1, 2005 THROUGH DECEMBER 31, 2009 ON EQUIPMENT HAVING A FAIR VALUE OF \$1,786,848

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a Final Resolution granting a second five-year exemption from property taxes to Gulf States Canners for the period of January 1, 2005 through December 31, 2009 on equipment having a fair value of \$1,786,848. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AMENDMENT #2 TO THE CITY OF CLINTON EMPLOYEES BENEFITS PLAN

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve Amendment #2 to the City of Clinton Employees Benefits Plan. A copy of the Amendment is attached. **MOTION CARRIED UNANIMOUSLY**

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION FOR THE NRCS PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Greer to approve assurances relating to real property acquisition for the NRCS Project. A copy of the Assurance is attached. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF LOW BID IN THE AMOUNT OF \$105,900 FROM MIDEAST CONTRACTORS FOR CONSTRUCTION OF THE 2005 NRCS PROJECTS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brantley to accept Mideast Contractors as having the lowest and best bid in the amount of \$105,900 for construction of the 2005 NRCS Projects. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION ENGINEERING AGREEMENT FOR ARROW DRIVE AND CYNTHIA/NORTSIDE DRIVE PROJECTS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Touchton to authorize Mayor Aultman to enter into a construction engineering agreement for Arrow Drive and Cynthia/Northside Drive Projects with Neel-Schaffer, Inc. in the amount of \$265,395.45. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

EXECUTIVE SESSION

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

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

The Mayor and Board of Aldermen entered executive session at 7:26 p.m. Also present in executive session were City Attorney Ken Dreher and Public Works Director Tim Rogers. No action was taken during the executive session. A **MOTION** was made by Alderman Brabham and **SECONDED** by Alderman Greer to exit executive session. **MOTION CARRIED UNANIMOUSLY** The Mayor and Board of Aldermen exited executive session at 8:06 p.m.

MOTION by Alderman Brabham and **SECONDED** by Alderman Greer to move Zoning Administrator Gary Ward to PM 14/6 and directed him to create a Department of Community Development with necessary job descriptions and flow charts and to present this documentation at the work session in May for review by the Mayor and Board of Aldermen. No new personnel are to be added at this time. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:15 P.M.

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

APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

4.15.2005
Date

ATTEST: W. Derrick
Wayne Derrick, City Clerk

04/15/2005
Date



APR 05 2005
CITY OF CLINTON

APR 05 2005

AGENDA ITEM NO.

ACCT. NO:

Approved by
Planning + Zoning
Committee

TELEPHONE: 924-2256

Other:

MOTION MADE BY:

SECONDED BY:

ACTION TAKEN:

ACTION TAKEN:

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

APR 05 2005

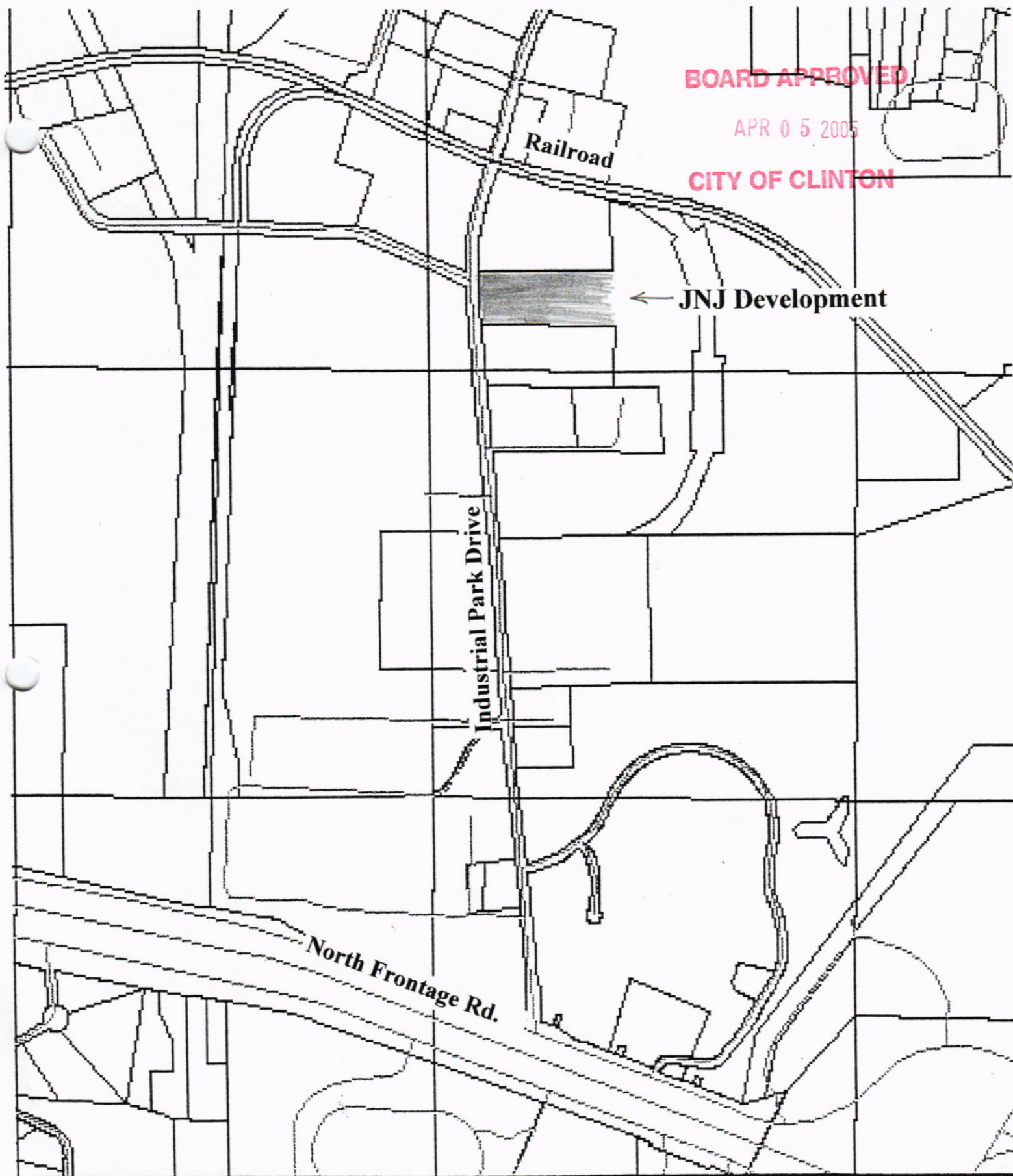
CITY OF CLINTON

Railroad

JNJ Development

Industrial Park Drive

North Frontage Rd.



BOARD APPROVED

APR 05 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTON

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Appointment of Brian Hudson to Historical Preservation Commission

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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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 PRECEDING 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: April 5, 2005

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

BOARD APPROVED

APR 05 2005

CITY OF CLINTON

DISCUSSION/ACTION: Appointment of Debbie Tillman to Historical Preservation Commission

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Touchton*

SECONDED BY: *Lett*

VOTE CAST:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

"AYE"

[Handwritten checkmarks]

"NAY"

ACTION TAKEN:

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.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 10

CONSENT AGENDA

BOARD APPROVED

TO:

FOR:

APR 05 2005

ACCOUNT NO:

CITY OF CLINTON

DISCUSSION/ACTION: Appointment of Teresa Love, who Resides at 105 Spencer Cove, to the City of Clinton Election Commission

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Brantley

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.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 11

BOARD APPROVED

CONSENT AGENDA

TO:

FOR:

APR 05 2005

ACCOUNT NO:

CITY OF CLINTON

DISCUSSION/ACTION: Appointment of Jean Johnson, who Resides at 5405 Williamson

Road, to the City of Clinton Election Commission

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott
Mayor Aultman

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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.

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: April 5, 2005

AGENDA ITEM NO.

13 BOARD APPROVED

CONSENT AGENDA

APR 05 2005

TO:

FOR:

CITY OF CLINTON

ACCOUNT NO:

DISCUSSION/ACTION: Certificate of Attendance for Erica Hicks Attending Municipal Court

Clerks Statewide Seminar

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY:

Touchton

SECONDED BY:

Brantley

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott
Mayor Aultman

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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.



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Erica Hicks
for having attended the

Municipal Court Clerks Statewide Seminar
Grand Casino ~ Tunica, Mississippi
March 10-11, 2005

conducted by the
Mississippi Judicial College

Linda E. Beardsley
Program Manager

[Signature]
Director

BOARD APPROVED

APR 05 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO.

14

CONSENT AGENDA

TO:

FOR:

ACCOUNT NO:

DISCUSSION/ACTION: Transfer and Sales Agreement with a Securities Dealer-Mascagni & Company, Inc.

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY:

Touchton

SECONDED BY:

Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott
Mayor Aultman

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

BOARD APPROVED

APR 05 2005

For Agenda of April 5, 2005

Discussion and action:

CITY OF CLINTON

The City recently received 489 shares of MCI, Inc. stock as partial settlement of amounts owed to the City by MCIWorldCom at the time of bankruptcy. They are currently being held in trust by the Bank of New York.

Under the current Mississippi statutes, the City cannot hold stock, in any form. In order to dispose or sell the shares, the City must enter into a transfer and sales agreement with a securities dealer.

In order to do this, I am recommending that the Board authorize the Mayor to execute the necessary documents with Mascagni & Company, Inc. to dispose of the MCI, Inc. shares.

The net proceeds of the sale, which will amount to about \$11,000 at the current market of about \$23 a share, will be applied to the amount currently owed the City by MCIWorldCom.

CITY OF CLINTON

APR 05 2005

AGENDA ITEM NO. 15

TO:

ACCOUNT NO:

INTRODUCED BY: Wayne Derrick, City Clerk

MOTION MADE BY:

VOTE CAST:

“AYE”

“NAY”

ACTION TAKEN:

Hisaw

Greer

Greer

Brantley

Fisher

Touche

Lott

Mayor Au

Mayor Aultman

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

BOARD APPROVED

APR 05 2005

CITY OF CLINTON

CERTIFICATE OF OATH

City of Clinton

State of Mississippi

County of Hinds

I, **Bethann Lunceford**, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy City Clerk; that I will faithfully discharge the duties of the office upon which I am about to enter. So help me God.

Beth Anne Lunceford
(Signed)

Sworn to and Subscribed before me, this the 18 day of
March, 2005.

W. Derrick

Wayne Derrick, City Clerk



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

APR 05 2005

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 16

CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

DISCUSSION/ACTION: Approval of Final Resolution Granting an Initial Five-Year Exemption from Property Taxes to Delphi Automotive Systems, LLC for the Period of December 31, 2003 thru December 30, 2008 on Equipment Having a Fair Value of \$2,343,286

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Green

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott
Mayor Aultman

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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

For Agenda of April 5, 2005

APR 05 2005

CITY OF CLINTON

Approval of Final Resolution granting an initial five-year exemption from property taxes to Delphi Automotive Systems, LLC for the period of December 31, 2003 through December 30, 2008 on equipment having a fair value of \$2,343,286. Exemption was submitted to and approved by the Mississippi State Tax Commission.

Annual taxes:

City	\$12,562
CPSD	19,181

FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES

BOARD APPROVED

APR 05 2005

CITY OF CLINTON

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Delphi Automotive Systems, LLC, and the following Resolution, being first reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING **FINAL APPROVAL** OF AD VALOREM TAX EXEMPTION FOR AN INITIAL FIVE-YEAR PERIOD TO DELPHI AUTOMOTIVE SYSTEMS, LLC, AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

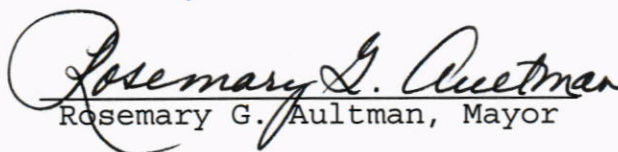
WHEREAS, heretofore, Delphi Automotive Systems, LLC, authorized to do business and is doing business in the City of Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of the City of Clinton, Mississippi, an application for exemption from ad valorem taxes, except Clinton Public School District ad valorem taxes, for a five-year period as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended;

WHEREAS, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

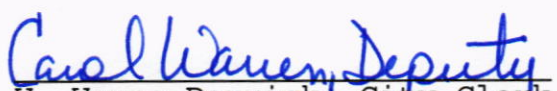
NOW, THEREFORE, it is ordered by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the Application of Delphi Automotive Systems, LLC is hereby approved and that the

property described in Exhibit A to the Application with a true value of \$2,343,286 is exempt from all ad valorem taxation, except Clinton Public School District ad valorem taxes, for a five-year period beginning December 31, 2003 and ending December 30, 2008.

So ordered, this the 5th day of April, 2005.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

(SEAL)

Joseph L. Blount, *Chairman*
and *Commissioner of Revenue*

Terry L. Jordan
Associate Commissioner

Donald L. Green
Associate Commissioner



MISSISSIPPI
STATE TAX COMMISSION

February 28, 2005

Office of Property Tax

Post Office Box 1033
Jackson, Mississippi 39215

Phone: 601-923-7631
FAX: 601-923-7637
www.mstc.state.ms.us

RECEIVED
MAR 02 2005

OFFICE OF THE CITY CLERK
CITY OF CLINTON

Mr. W. Wayne Derrick
City Clerk - Clinton
P. O. Box 156
Clinton, MS 39060-0156

RE: Ad Valorem Taxation Exemption – Delphi Automotive Systems, LLC

Dear Mr. Perrick:

In accordance with the authority conferred upon the State Tax Commission by Section 27-31-101, et, seq., Mississippi Code of 1972, as amended, the Commission hereby certifies that the above names enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five (5) years from and after December 31, 2003, with a total true value of \$2,343,286.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

Mr. W. Wayne Derrick

Page 2

February 28, 2005

According to Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the Tax Commission and the State Auditor.

Sincerely,



Robert L. Dampeer, Director
Bureau of Valuation & Exemption

RD:pf

Enclosures

cc: Mr. Ed Yarborough, Office of State Auditor
Mr. Mike Barnes, Hinds County Tax Assessor
Robert Wise, Esquire

BOARD APPROVED

APR 05 2005

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 17

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

DISCUSSION/ACTION: Approval of Final Resolution Granting an Initial Five-Year

Exemption from Property Taxes to Graphic Packaging International, Inc. for the Period of

January 1, 2004 thru December 30, 2008 on Equipment Having a Fair Value of

\$1,122,910

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

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

APR 05 2005

For Agenda of April 5, 2005

Approval of Final Resolution granting an initial five-year exemption from property taxes to Graphic Packaging International, Inc. (Formerly Riverwood International Corporation) for the period of January 1, 2004 through December 31, 2008 on equipment having a fair value of \$1,122,910. Exemption was submitted to and approved by the Mississippi State Tax Commission.

Annual taxes:

City	\$6,020
CPSD	9,192

BOARD APPROVED

FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES

APR 05 2005

CITY OF CLINTON

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Graphic Packaging International, Inc. (Formerly Riverwood International Corporation), and the following Resolution, being first reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING **FINAL APPROVAL** OF AD VALOREM TAX EXEMPTION FOR AN INITIAL FIVE-YEAR PERIOD TO GRAPHIC PACKAGING INTERNATIONAL, INC. AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

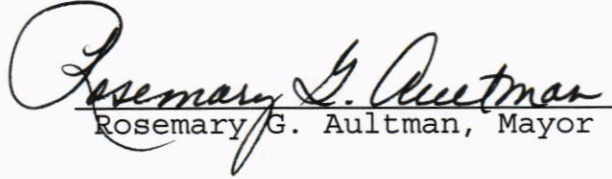
WHEREAS, heretofore, Graphic Packaging International, Inc. authorized to do business and is doing business in the City of Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of the City of Clinton, Mississippi, an application for exemption from ad valorem taxes, except Clinton Public School District ad valorem taxes, for a five-year period as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended;

WHEREAS, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

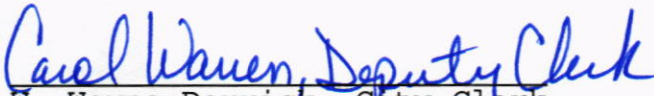
NOW, THEREFORE, it is ordered by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the Application of Riverwood International Corporation is hereby approved and that
1st Five

the property described in Exhibit A to the Application with a true value of \$1,122,910 is exempt from all ad valorem taxation, except Clinton Public School District ad valorem taxes, for a five-year period beginning January 1, 2004 and ending December 31, 2008.

So ordered, this the 5th day of April, 2005.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

(SEAL)

Joseph L. Blount, *Chairman
and Commissioner of Revenue*

Terry L. Jordan
Associate Commissioner

Donald L. Green
Associate Commissioner



MISSISSIPPI

STATE TAX COMMISSION

January 21, 2005

Office of Property Tax

Post Office Box 1033
Jackson, Mississippi 39215

Phone: 601-923-7631
FAX: 601-923-7637
www.mstc.state.ms.us

RECEIVED
JAN 24 2005

**OFFICE OF THE CITY CLERK
CITY OF CLINTON**

Mr. W. Wayne Derrick
City Clerk - Clinton
P. O. Box 156
Clinton, MS 39060-0156

**RE: Ad Valorem Taxation Exemption – Graphic Packaging International, Inc.
(formerly Riverwood USA)**

Dear Mr. Perrick:

In accordance with the authority conferred upon the State Tax Commission by Section 27-31-101, et, seq., Mississippi Code of 1972, as amended, the Commission hereby certifies that the above names enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five (5) years from and after January 1, 2004, with a total true value of \$1,122,910.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

Mr. W. Wayne Derrick

Page 2

January 21, 2005

According to Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the Tax Commission and the State Auditor.

Sincerely,



Robert L. Dampeer, Director
Bureau of Valuation & Exemption

RD:pf

Enclosures

cc: Mr. Ed Yarborough, Office of State Auditor
Mr. Mike Barnes, Hinds County Tax Assessor

BOARD APPROVED

APR 05 2005

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 18

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

DISCUSSION/ACTION: Approval of Final Resolution Granting a Second Five-Year

Exemption from Property Taxes to Gulf States Cannery, Inc. for the Period of

January 1, 2005 thru December 31, 2009 on Equipment Having a Fair Value of

\$1,786,848

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

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

APR 05 2005

For Agenda of April 5, 2005

CITY OF CLINTON

Approval of Final Resolution granting a second five-year exemption from property taxes to Gulf States Cannery, Inc. for the period of January 1, 2005 through December 31, 2009 on equipment having a fair value of \$1,786,848.

Annual taxes:

City	\$ 9,579
CPSD	14,626

APR 05 2005

FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES

CITY OF CLINTON

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Gulf States Cannery, Inc. and the following Resolution, being first reduced to writing, was introduced:

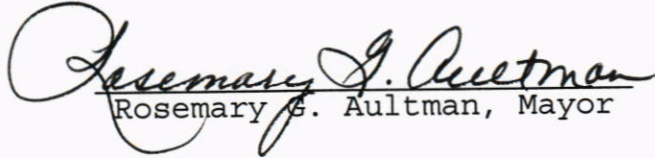
RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING **FINAL APPROVAL** OF AD VALOREM TAX EXEMPTION FOR AN ADDITIONAL FIVE-YEAR PERIOD TO GULF STATES CANNERS, INC., AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

Whereas Gulf States Cannery, Inc. is authorized to do business and is doing business in Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of Clinton, Mississippi, an application for exemption from ad valorem taxes, except State and Clinton Public School District, for an initial period of five years as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

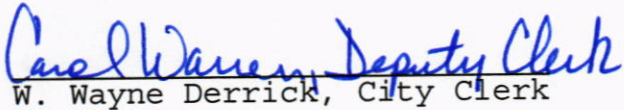
Now, therefore, it is ordered by the Mayor and Board of Aldermen, Clinton, Mississippi, that the Application of Gulf States Cannery, Inc. is hereby approved and that the property described in Exhibit A to the Application with a true value of \$1,786,848 is exempt from all ad valorem taxation, except State and Clinton

Public School District taxation, for an additional five-year period beginning January 1, 2005 and ending December 31, 2008.

So ordered, this the 5th day of April, 2005.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

(SEAL)

on 5 year
#38154

RECEIVED
OCT 25 2004
OFFICE OF THE CITY CLERK
CITY OF CLINTON

APPLICATION OF GULF STATES CANNERS, INC.,
FOR AN EXTENSION OF AN EXEMPTION
FROM AD VALOREM TAXES FOR AN ADDITIONAL FIVE YEARS
BEGINNING JANUARY 1, 2005, AND ENDING DECEMBER 31, 2009

TO THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI:

Gulf States Canners, Inc., files this its Application in triplicate for a continuation of the exemption from ad valorem taxation on the hereinafter described equipment and respectfully represents unto the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, as follows:

(1)

Applicant, Gulf States, Canners, Inc., is a Mississippi corporation domiciled in the City of Clinton, Hinds County, Mississippi, where it has continuously operated as a manufacturer and processor as contemplated by the pertinent laws of the State of Mississippi, particularly Title 27, Chapter 31, Mississippi Code of 1972. Applicant began its operations in Hinds County in 1972.

(2)

By Final Resolution of this Board dated November 7, 2000, this Board granted a five (5) year ad valorem tax exemption, except state and School District ad valorem taxes, for a period of five (5) years from December 31, 1999, and ending on the 30th day of December, 2004, which exemption covered the equipment described in Exhibit "A" hereto and made a part hereof for all purposes and the raw materials and work in process used in connection with or produced by said equipment.

(3)

The subject exemption was granted to Applicant for the said five (5) year period with the understanding that the Applicant could apply for the additional five (5) years for which provision

is made in Section 27-31-105 of the Mississippi Code of 1972, as amended.

(4)

Applicant further requests ad valorem tax exemption, except for School District taxes, for the above described period for finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972.

(5)

Applicant employs at its plant in the Clinton Industrial Park approximately seventy-five (75) employees with an estimated annual payroll of \$2,500,000.00. Additionally, the operations of the Applicant have created numerous additional jobs for firms in Hinds County, Mississippi, supplying trucking services for the transportation of Applicant's products and other services required in the conducting of Applicant's business.

(5)

Applicant employs at its plant in the Clinton Industrial Park approximately seventy-five (75) persons, of which sixty percent (60%) reside in Hinds County.

(6)

Applicant has fulfilled and will continue to fulfill the requirements of this Board entitling Applicant to an extension of the exemption herein sought.

Wherefore, Applicant prays that this Board will enter a finding extending Applicant's exemption on the equipment described in Exhibit "A" for a period beginning January 1, 2005, and ending December 31, 2009, and further extending Applicant's exemption on the raw materials and

work in process used in connection with or produced by the within described equipment, and the finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972.

Respectfully submitted, this the 9 day of SEPT, 2004.

GULF STATES CANNERS, INC.

BY:

Randy Lee
Randy Lee, General Manager

Marion Smith
MARION SMITH-MSB #7628
TRULY, SMITH & LATHAM, P.L.L.C.
P.O. BOX 1307
NATCHEZ, MS 39121
(601) 442-6495
ATTORNEYS FOR APPLICANT,
GULF STATES CANNERS, INC.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, RANDY LEE, who being by me first placed on oath, deposes and says:

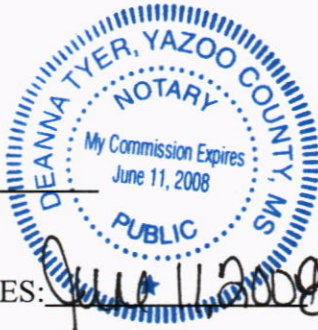
Affiant is the duly constituted, acting and serving General Manager of Gulf States Canners, Inc., the Applicant named in the above and foregoing Application for extension of tax exemption addressed to the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, and as such, is duly authorized to execute, file and present this Application on behalf of the Corporate Applicant.

All of the matters and facts set forth in the above and foregoing Application are true and correct as therein stated.

Randy Lee
RANDY LEE

Sworn to and subscribed
before me, this the 9 day
of September, 2004.

Deanna Tyler
Notary Public



MY COMMISSION EXPIRES: June 11, 2008

EXHIBIT "A"

<u>ASSET #</u>	<u>ASSET NAME</u>	<u>AMOUNT</u>
19826A	AMMONIA TRANSFER	\$ 71,296.20
19814	BNB FILLER HEAD	8,094.62
19630	LINE 2 WARMER	42,477.43
19831	MICROBLEND BEV LINE 2	441,122.61
19832	LAWARE LINE 2 FILLER	58,735.76
19833	WARMER & 12PK CONVEYOR	178,875.65
19901	LN 2 WARMER - LABOR	41,803.08
19903	LINE 1 FILLER VALVES - ADCOR	92,343.12
19919	MICROBLEND SYSTEM LINE 1	449,910.46
19923	LINE 1 FILLER-RING/PINION GEAR	15,462.13
19924	6PK PLYWOOD	15,301.00
19928	UPGRADE LN 1 CONVEYOR	6,378.22
19930	CARBON TOWER	24,465.54
19936	LINE 2 FILLER VALVES-ADCOR	82,644.32
19938	LINE 2 SEAMER PULLIES	3,599.82
19944	GLUE MACH L2 JONES	6,870.12
19834	MERLIN LEGEND PHONE SYS	22,153.82
19836	COMPUTER UPGRADE-YR 2000	56,510.70
19917	COMP MODIFICATIONS (POS RPT&SYRP LOSS)	2,367.38
19922	3-COMPUTERS (ACCOUNTING)	3,613.68
19929	LEGEND PHONE SYS MODULE	3,274.20
19935	RISC 6000	11,412.76
19835	COP TANK	11,527.12
19902	COP TANK-LABOR/PARTS	3,938.76
19914	NEW SUGAR PUMP	7,742.85
19915	SYRUP TANK VALVES	4,753.07
19918	SEAM HEIGHT GAUGE	2,821.33
19920	UV DISINFECTION UNIT-LINE 1	4,932.90
19921	GENESIS II SPECTROPHOTOMETER	12,148.32
19925	CENTER COLUMN DIST. PIPE	3,764.41
19927	CARBO-PM VALVE	4,493.09
19931	LINE 1 COMPRESSOR 3	7,525.85
19932	LINE 2 COMPRESSOR 3	15,891.86
19937	LINE 2-12PK HYDRALICS	4,042.75
19939	AMMONIA COMPRESSOR MOTOR	7,266.44
19940	RAPID MIXER IMPELLER	2,446.30
19941	LINE 1 #1 & #2 COMPRESSORS	22,767.98
19942	LINE 1 #3 COMPRESSOR	18,207.28
19943	HOT WATER HEATER	2,279.10
19926	GEARBOX-AERATOR	1,968.65

19945

CROSSOVER COMPRESSOR

9,617.07

TOTAL

\$1,786,847.75 4

RAW MATERIALS ESTIMATED NOT TO EXCEED \$2,000,000.00.

W3

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

APR 05 2005

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 19

CITY OF CLINTON

CONSENT AGENDA

TO:

FOR:

ACCOUNT NO:

DISCUSSION/ACTION: Approval of Application Granting an Initial Five-Year Exemption

from Property Taxes to Gulf States Cannery, Inc. for the Period of December 31, 2004

thru December 30, 2009 on Equipment Having a Fair Value of \$554,721

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott
Mayor Aultman

AYE
AYE
AYE
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NAY
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ACTION TAKEN
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ACTION TAKEN
ACTION TAKEN

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

APR 05 2005

For April 5, 2005 Agenda

CITY OF CLINTON

Approval of application granting an initial five-year exemption from property taxes to Gulf States Cannery, Inc. for the period of December 31, 2004 through December 30, 2009 on equipment having a fair value of \$554,721.

Annual taxes:

City	\$2,974
CPSD	4,541

BOARD APPROVED

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES

APR 05 2005

CITY OF CLINTON

The Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Gulf States Cannery, Inc., and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES FOR A FIVE-YEAR PERIOD TO GULF STATES CANNERS, INC., AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Gulf States Cannery, Inc. filed in triplicate with this Board its Application for exemption from ad valorem taxation on expanded or replaced equipment and facilities located within the City of Clinton, Hinds County, Mississippi; and

WHEREAS, Gulf States Cannery, Inc. has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed-for exemption and the completion date of said enterprise; and

WHEREAS, the additions and expansions and replacement of equipment were completed on December 31, 2004, and as of that date the true value of all property to be exempt was \$554,721 as shown in an itemized list provided with the application, a copy of which is attached as Exhibit "A"; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an expanded

industrial enterprise which was completed on December 31, 2004, and that said company is entitled to an exemption of five (5) years beginning on December 31, 2004 and ending on December 30, 2009, subject to approval and certification by the Mississippi State Tax Commission. Applicant may apply for consideration of an additional five-year extension of this exemption at the conclusion of the five years granted herein.

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

1. That the Application for ad valorem tax exemption by Gulf States Canners, Inc. on the property described in Exhibit "A" of the Application filed by said Company for tax exemption with a true value of \$554,721 is hereby approved and said exemption is hereby granted to the extent of a five-year period beginning on December 31, 2004 and ending on December 30, 2009, subject to certification of eligibility by the Mississippi State Tax Commission.

2. That the Clerk of this Board spread a copy of this Order on the minutes of this Board; and that the Clerk forward the original and three certified copies of the Application and a certified copy of the transcript of the Order approving said Application to the Mississippi State Tax Commission for its certification of eligibility; and that the Clerk also forward one certified copy to the Tax Assessor of Hinds County, Mississippi and obtain the Certificate of said Tax Assessor stating that the aforementioned property as itemized in this Application has

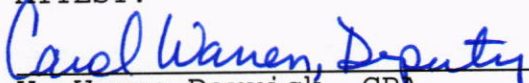
been placed on the appropriate tax roll as "Non-Taxable", except for Mississippi and Clinton Public School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of the matter, Alderman Hisco moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Brabham, and upon the question being put to a vote, the Resolution was unanimously adopted by affirmative vote of the members of the Board of Aldermen of the City of Clinton present.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this 5th day of April, 2005.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, CPA
City Clerk

APPLICATION OF GULF STATES CANNERS, INC.,
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF FIVE YEARS AS AUTHORIZED
BY SECTION 27-31-105, ET SEQ., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

RECEIVED
MAR 04 2005
OFFICE OF THE CITY CLERK
CITY OF CLINTON

TO THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS
COUNTY, MISSISSIPPI:

(1)

Gulf States Canners, Inc., files this its Application in quadruple for exemption from ad valorem taxation, and respectfully represents unto this Honorable Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, as follows:

(2)

Applicant, Gulf States Canners, Inc., is a Mississippi corporation domiciled in the City of Clinton, Hinds County, Mississippi.

(3)

Applicant is now operating as a processor of canned soft drinks within the City of Clinton, Hinds County, Mississippi, which factory is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-105, et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned Sections, by specific enumeration, a manufacturer and processor as contemplated by the pertinent laws of the State of Mississippi, particularly Title 27, Chapter 31, Mississippi Code of 1972. The exemption sought in this Application is for the acquisition of additional equipment necessary for the operation of Applicant and for raw materials and work in process of Applicant used in connection with the said additional equipment.

(4)

Said enterprise was completed on the 31st day of December, 2004, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2004, as provided by Section 27-31-105, Mississippi Code of 1972, as amended.

(5)

On the date of this Application, Applicant employs at its Clinton Industrial Park plant approximately seventy-eight (78) employees with an estimated annual payroll of approximately \$2,621,884.90. Additionally, the operations of Applicant have created numerous additional jobs for firms in Hinds County, Mississippi, supplying trucking services for the transporting of Applicant's products to various consumers of these products in the States of Louisiana, Arkansas, Tennessee, Alabama and Mississippi.

(6)

The additions and expansions described in this Application are essential to the preservation of existing jobs and to the maintenance of Applicant's competitive position with other manufacturing operations.

(7)

The exemption of the tangible property described in Exhibit "A" should be granted for a initial period of five (5) years from December 31, 2004.

(8)

The true value of the property for which exemption is sought as listed on Exhibit "A" is \$554,720.57. ✎

(9)

The Applicant may file for and be granted an additional five (5) years upon furnishing proof of compliance by giving preference to Hinds County residents in hiring and utilizing Hinds County minority vendors, supplies, subcontractors and professionals.

(10)

Applicant also seeks exemption from ad valorem taxation for the raw materials and work in process used in the production of the can products for which the subject exemption is sought, which exemption for raw materials and work in process shall run concurrently with the exemption of the items shown on Exhibit "A" attached to this Application. Applicant estimates the value of these raw materials and work in process would not exceed at any time during the life of the exemption the sum of ~~\$2,000,000.00~~ ^{0.00} *WS*.

Wherefore, Applicant prays that this Board enter a finding that Applicant's factory is, in fact, an expanded enterprise of public utility, and that the same was completed on the 31st day of December, 2004, within the meaning of the applicable laws of the State of Mississippi.

Applicant further prays that it be granted an exemption from ad valorem taxes except State and School District ad valorem taxes, as provided by law, for an initial period of five (5) years beginning on the 31st day of December, 2004, and ending on the 30th day of December, 2009, upon all of the tangible property described "A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's factory in the City of Clinton, Hinds County, Mississippi.

Applicant further prays that it be granted an exemption from ad valorem taxation, except State and School District taxation for an initial period of five (5) years beginning on the 31st day of December, 2004, and ending on the 30th of December, 2009, upon the raw materials and work in

process used in the production of the products produced by the equipment described in Exhibit "A".

Applicant further prays that this Board approve this Application by an Order or Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for the said five (5) year period, and forward the original and three (3) copies of this Application and a certified transcript of such approval to the Mississippi State Tax Commission, and upon approval of such Application by the said Mississippi State Tax Commission and certification of its approval, the Board enter a Final Order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 23 day of February 2005.

GULF STATES CANNERS, INC.

BY:

Randy Lee
RANDY LEE, GENERAL MANAGER

Marion Smith

MARION SMITH

MSB #7628

TRULY, SMITH & LATHAM, P.L.L.C.

P.O. BOX 1307

NATCHEZ, MS 39121

(601) 442-6495

ATTORNEYS FOR APPLICANT,

GULF STATES CANNERS, INC.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, RANDY LEE, who being by me first placed on oath, deposes and says:

Affiant is the duly constituted, acting and serving General Manager of Gulf States Cannery, Inc., the Applicant named in the above and foregoing Application for tax exemption addressed to the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, and as such, is duly authorized to execute, file and present this Application on behalf of the Corporate Applicant.

The additions and expansions described in the Application were completed on December 31, 2004.

All of the matters and facts set forth in the above and foregoing Application are true and correct as therein stated.

Randy Lee
RANDY LEE

Sworn to and subscribed
before me, this the 23
day of February, 2005.

Deanne Ayer
Notary Public



MY COMMISSION EXPIRES:

June 11, 2008

EXHIBIT "A"

<u>ASSET #</u>	<u>ASSET NAME</u>	<u>AMOUNT</u>
20222	42 SUGAR TANK	\$ 56,605.84
20223	STATIONARY CIP SYSTEM	24,787.72
20226	BNB BOX MAKER	66,103.14
20228	LINE 2 AMMONIA COMPRESSOR	16,996.68
20239	LINE 1 FULL CAN CONVEYOR	8,265.42
20236	DOUBLE CHECK E-MAIL TOWERS	2,995.00
20241	POWER SUPPLY FOR COMPUTERS	1,056.09
20246	SCREEN FOR BATCHING COMPUTERS	1,894.30
20249	LCD PROJECTOR	2,060.96
20251	8-COMPUTERS W/MONITORS	9,616.39
20245	LINE 1 FILLER COATING	18,081.93
20247	PNT WTR TRTMENT TANK	25,117.19
20221	NISSAN JP60LP FORKLIFT	22,063.24
20224	3-NISSAN CSL40LP FORKLIFTS	59,055.58
20229	WATER TREATMENT UV	24,725.93
20230	COMPRESSOR 1 REBUILD	21,022.98
20231	TEMP PRESSURE MONITOR SYSTEM	3,157.67
20232	GRAVITY FILTER SYSTEM	3,179.93
20233	WTR TRTMNT PUMP TANK	5,916.20
20234	ACID WASHED CARBON	21,741.50
20235	RO VALVES	7,805.65
20237	RO MEMBRANES	114,475.85
20242	RIDER SWEEPER SCRUBBER	35,874.48
20244	FILLER ROOM STRAINER	2,120.90
TOTAL		\$554,720.57 ✓

~~RAW MATERIALS ESTIMATED NOT TO EXCEED \$2,000,000.00.~~ ✓

BOARD APPROVED

APR 05 2005

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 20

CONSENT AGENDA

TO:

FOR:

ACCOUNT NO:

DISCUSSION/ACTION: Amendment #2 to The City of Clinton Employees Benefits Plan

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY:

Touchton

SECONDED BY:

Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

[Handwritten marks in AYE column]

[Handwritten marks in NAY column]

[Handwritten marks in ACTION TAKEN column]

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.

Memorandum

To: Wayne Derrick
From: Jonee Cook
Date: 3/21/2005
Re: City of Clinton Amendment # 2

BOARD APPROVED

APR 05 2005

CITY OF CLINTON

Wayne,
I have enclosed a copy of Amendment # 2 to the City of Clinton Employee Benefits Plan. Please have both copies signed and return to me as soon as you can. Please call me if you have any questions.

Thanks
Jonee Cook
Fox-Everett, Inc.

2 copies enclosed

AMENDMENT NO. 2

BOARD APPROVED

TO THE

APR 05 2003

PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION FOR

CITY OF CLINTON
 RESTATED OCTOBER 1, 2003

CITY OF CLINTON

BY THIS AGREEMENT the Plan Document and Summary Plan Description for City of Clinton is hereby amended effective October 1, 2004 as follows:

1. A section entitled "Schedule of Benefits" is modified to reflect the following changes:

**City of Clinton
 Schedule of Benefits**

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
COPAYMENTS		
Primary Care (Encounter Fee Only)	\$25 All Other Services in the Dr. Office: waive deductible and 80% coinsurance	50% of R&C after deductible
Specialist (Encounter Fee Only)	\$45 All Other Services in the Dr. Office: waive deductible and 80% coinsurance	50% of R&C after deductible
A Primary Care Physician is defined as a Family Practitioner, Nurse Practitioner, Pediatrician, Obstetrician/Gynecologist or Internal Medicine.		
Preventive Care		
Routine Well Adult Care	100% after copayment \$200 Calendar Year maximum Primary or Specialist as noted above	Not Covered
Routine Well Adult Care Includes: all claims filed with a routine diagnosis code. Any claims with an "Illness" Diagnosis code are not covered under this benefit.		
Mammogram Frequency limits for mammogram Ages 40 and over annually *This benefit is separate to your Routine Well Adult care and charges will not be applied to the Calendar Year maximum		

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Preventive Care		
Routine Well Newborn Care	80% after deductible	50% of R&C after deductible
Routing Well Newborn Care includes: 1-3 days following birth – Inpatient charges & Subsequent charges including circumcision		
Routine Well Child Care	100% after copayment \$200 Calendar Year maximum	N/A
Immunizations	100% through age 2	Not Covered
Routine Well Child Care Includes: all claims filed with a routine diagnosis code. Any claims with an "Illness" Diagnosis code are not covered under this benefit.		
NOTE: Routine Well Child Care will cover Immunizations, outside of the Well Child Care Calendar Year Maximum, at 100% through the age of two years.		
Pregnancy	80% after deductible	50% of R&C after deductible
Dependent daughters not covered.		

2) The Prescription Drug Benefits are restated as follows:

Pharmacy Prescription Drug Option

Generic drugs

Copayment.....\$15

Formulary (Preferred) Brand Name drugs

Copayment.....\$30

Non-Formulary (Non-Preferred) Brand Name drugs

Copayment.....\$50

(90 Day supply)

Generic drugs

Copayment.....\$30

Formulary (Preferred) Brand Name drugs

Copayment.....\$60

Non-Formulary (Non-Preferred) Brand Name drugs

Copayment.....\$100

IN WITNESS WHEREOF, this Agreement has been executed this 5th day of April, 2005.

BY:

Signature

Name/Title

Witness

Rosemary G. Aultman
Mayor
Carol Warren, Deputy Clerk

x Lance E. Yeh
Lance Nations, Account Executive
Fox-Everett, Inc.

CERTIFICATE OF RESOLUTION

The undersigned _____ [Name and Title] of **City of Clinton** (the Corporation) hereby certifies that the following resolution was duly adopted by the board of directors of the Corporation on _____, [Date] and that such resolution has not been modified or rescinded as of the date hereof;

RESOLVED, that Amendment Number 2 to the Plan Document and Summary Plan Description for **City of Clinton**, Restated October 1, 2003, effective October 1, 2004, presented to this meeting is hereby approved and adopted and that the proper officers of the Corporation are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

RESOLVED, that the proper officers of the Corporation shall act as soon as possible to notify employees of the Corporation of the adoption of this Amendment Number 2 to the Plan Document and Summary Plan Description for **City of Clinton**, by delivering to each employee a copy of the summary description of the changes to the Plan in the form of the Summary Plan Description - Material Modification.

The undersigned further certifies that attached hereto are true copies of Amendment Number 2 to the Plan Document and Summary Plan Description for **City of Clinton**, approved and adopted in the foregoing resolutions.

Rosemary L. Aultman
Signature
Mayor
Name/Title

Date: April 13, 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED

APR 05 2005

CITY OF CLINTON

Board Meeting Date: April 5, 2005

Agenda Item No. 21

Consent Agenda: \$

To:

For:

Account No.

Discussion/Action: Assurances Relating to Real Property Acquisition for the NRCS 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: Brantley

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 12 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

U.S. Department of Agriculture
Natural Resources Conservation Service

APR 05 2005

SCS-ADS-78
5-88

CITY OF CLINTON

ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

- A. PURPOSE** - This form is to be used by sponsor(s) to provide assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

B. PROJECT MEASURES COVERED

Name of project: NORTH SIDE SQUARE, SEWER MAIN, CAMP GARAYWA
ROAD, CITY OF CLINTON EWP

Identity of improvement or development: INSTALLATION OF STREAM BANK
AND ROAD BANK STABILIZATION MEASURES

Location: NORTH SIDE SQUARE, SEWER MAIN, CAMP GARAYWA ROAD,
CITY OF CLINTON, HINDS COUNTY, MS

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

APR 05 2005

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

CITY OF CLINTON

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

CITY OF CLINTON, MS

By: Rosemary G. Quetman

Title: Mayor

Date: April 13, 2005

This action is authorized at
an official meeting of the

Mayor & Board of Aldermen

on 15th day of April

20 05, at Clinton, MS

State of Mississippi.

Carol Warren

(signature)

Deputy City Clerk

(title)

BOARD APPROVED

APR 05 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: April 5, 2005

Agenda Item No. 22

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

Discussion/Action: Acceptance of low bid in the amount of 105,900.00 from Mideast Contractors for construction of the 2005 NRCS Projects.

Lowest + best bid.

Introduced by: Richard L. Broome, City Engineer Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: Bid

Recommendation:

Board Action:

Motion made by: Greer
Seconded 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.



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

BOARD APPROVED

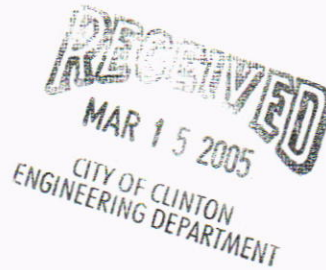
APR 05 2005

CITY OF CLINTON

PRINCIPALS

Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.

March 15, 2005



Richard Broome, P. E., City Engineer
City of Clinton
P. O. Box 156
Clinton, MS 39056

Re: City of Clinton – 2005 NRCS Emergency EWP

Dear Richard:

Attached please find a copy of the certified bid tabulation of the bids received Monday, March 14, 2005, for the above referenced job. Mideast Contractors, Inc. from Madison, Mississippi appear to be the low bidder with a bid of \$105,900.00.

Based on these Bid Tabulations and the need for the City to complete these projects as quickly as possible, it would be our recommendation that the City award the Contract to Mideast Contractors.

Should you have any questions or if any changes need to be made please do not hesitate to call me at 925-4444. Thank you again for your assistance on this project.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

Bill Owen, P. E.

BO/cpa

attachment

PROPOSAL FORM
CITY OF CLINTON
2005 NRCS EMERGENCY EWP

CITY OF CLINTON 2005 NRCS EMERGENCY EWP				ENGINEERS ESTIMATE		Midwest Contractors, Inc. 140 Enterprise Dr. Madison, MS 39110-8701		Lampkin Construction P.O. Box 1313 Vicksburg, MS 39181		CAMO Construction P.O. Box 178 Vidalia, LA 71373		Kevin Coleman Const P.O. Box 410 Wesson, MS 39191		Jay Bearden Const P.O. Box 180428 Richland, MS 39218-0428		Superior Asphalt P.O. Box 720099 Jackson, MS 39272	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	NORTHSIDE SQUARE SITE																
1	Mobilization	1	LS	1,500.00	\$1,500.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,600.00	\$1,600.00	7,500.00	\$7,500.00	765.67	\$765.67
2	Clearing & Grubbing	1	LS	2,000.00	\$2,000.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,385.00	\$1,385.00	3,870.00	\$3,870.00	3,500.00	\$3,500.00	4,854.54	\$4,854.54
3	Common Excavation	1650	CY	5.00	\$8,250.00	6.00	\$9,900.00	5.00	\$8,250.00	3.50	\$5,775.00	6.40	\$10,560.00	4.20	\$7,056.00	4,20	\$6,930.00
4	Earth Fill	350	CY	8.00	\$2,800.00	28.00	\$224,000.00	6.50	\$2,275.00	5.40	\$1,890.00	3.50	\$1,225.00	3.50	\$1,225.00	25.80	\$8,030.00
5	Rock Riprap 200#	900	TON	40.00	\$36,000.00	28.00	\$25,200.00	28.00	\$35,200.00	30.00	\$27,000.00	41.30	\$37,170.00	29.00	\$39,375.00	43.75	\$39,848.00
6	Rock Riprap 90# (Side Ditches)	80	TON	35.00	\$2,800.00	28.00	\$2,240.00	28.00	\$2,240.00	30.00	\$2,400.00	41.30	\$3,904.00	30.00	\$2,400.00	48.10	\$3,848.00
7	Geotextile	1250	SY	2.00	\$2,500.00	1.75	\$3,437.50	1.50	\$1,875.00	1.20	\$1,500.00	2.00	\$2,000.00	2.25	\$2,437.50	1.95	\$2,412.50
8	Concrete Grout	60	CY	150.00	\$9,000.00	125.00	\$7,500.00	130.00	\$7,800.00	120.00	\$7,200.00	129.30	\$7,758.00	125.00	\$7,500.00	187.27	\$11,236.20
9	Remove Asphalt Curb	350	LF	4.00	\$1,400.00	3.00	\$1,050.00	2.00	\$700.00	15.00	\$5,250.00	5.80	\$2,030.00	3.50	\$1,162.50	4.75	\$1,662.50
10	Compacted Fill	10	CY	18.00	\$180.00	15.00	\$150.00	30.00	\$300.00	12.00	\$120.00	12.90	\$129.00	15.00	\$150.00	36.59	\$365.90
11	Concrete Curb & Gutter	350	LF	11.00	\$3,850.00	15.50	\$5,425.00	18.00	\$6,300.00	25.00	\$8,750.00	15.25	\$5,337.50	15.00	\$5,250.00	25.00	\$8,750.00
12	Concrete Flume	3	CY	140.00	\$420.00	400.00	\$1,200.00	350.00	\$1,050.00	475.00	\$1,425.00	328.60	\$985.80	300.00	\$900.00	313.60	\$940.80
13	Vegetation	1	ACRE	1,500.00	\$1,500.00	1,200.00	\$1,800.00	1,000.00	\$1,500.00	1,250.00	\$1,875.00	2,014.00	\$2,014.00	2,014.00	\$2,014.00	3,135.92	\$3,135.92
14	NORTHEAST LAGOON SITE																
14	Mobilization	1	LS	1,500.00	\$1,500.00	435.00	\$652.50	1,000.00	\$1,000.00	675.00	\$1,012.50	1,600.00	\$2,400.00	7,500.00	\$11,250.00	765.63	\$7,500.00
15	Clearing & Grubbing	1	LS	3,000.00	\$3,000.00	1,000.00	\$1,000.00	2,500.00	\$2,500.00	6,000.00	\$6,000.00	4,000.00	\$4,000.00	5,000.00	\$5,000.00	4,703.29	\$4,703.29
16	Common Excavation	550	CY	5.00	\$2,750.00	6.00	\$3,300.00	7.00	\$3,850.00	3.50	\$1,225.00	6.40	\$3,520.00	2.50	\$1,375.00	14.00	\$7,700.00
17	Earth Fill	350	CY	8.00	\$2,800.00	6.00	\$2,100.00	7.50	\$2,625.00	5.40	\$1,890.00	8.20	\$1,225.00	3.50	\$1,225.00	24.54	\$8,584.00
18	Rock Riprap 200#	415	TON	40.00	\$16,600.00	28.00	\$1,120.00	30.00	\$1,200.00	30.00	\$1,200.00	41.30	\$1,718.50	29.00	\$1,178.50	43.12	\$1,784.80
19	Geotextile	382	SY	2.00	\$724.00	1.75	\$663.50	1.50	\$543.00	1.20	\$454.40	2.00	\$724.00	2.25	\$814.50	2.50	\$807.50
20	Concrete, 3000psi	90	CY	150.00	\$13,500.00	125.00	\$11,250.00	130.00	\$11,700.00	120.00	\$10,800.00	128.00	\$11,520.00	125.00	\$11,250.00	159.57	\$11,061.30
21	Vegetation	0.5	ACRE	1,500.00	\$750.00	1,200.00	\$1,800.00	1,000.00	\$600.00	1,250.00	\$625.00	2,014.00	\$2,014.00	2,014.00	\$2,014.00	3,135.78	\$1,567.89
22	CAMP GARAWAY ROAD SITE																
22	Mobilization	1	LS	1,500.00	\$1,500.00	500.00	\$750.00	1,000.00	\$1,000.00	675.00	\$1,012.50	1,600.00	\$2,400.00	7,500.00	\$11,250.00	765.65	\$7,500.00
23	Clearing & Grubbing	1	LS	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,425.00	\$1,425.00	4,000.00	\$4,000.00	1,500.00	\$1,500.00	4,854.46	\$4,854.46
24	Common Excavation	130	CY	5.00	\$650.00	6.00	\$780.00	5.00	\$650.00	3.50	\$455.00	6.40	\$982.00	5.00	\$650.00	40.17	\$5,222.10
25	Earth Fill	350	CY	8.00	\$2,800.00	12.00	\$4,200.00	8.00	\$2,800.00	5.40	\$1,890.00	41.30	\$5,440.00	14.00	\$4,500.00	24.54	\$8,589.00
26	Rock Riprap 200#	148	TON	40.00	\$5,920.00	28.00	\$4,144.00	35.00	\$5,180.00	30.00	\$4,440.00	41.30	\$5,115.40	30.00	\$4,440.00	75.88	\$11,230.24
27	Geotextile	120	SY	2.00	\$240.00	1.75	\$210.00	1.50	\$180.00	1.20	\$144.00	2.00	\$270.00	2.25	\$270.00	5.30	\$636.00
28	Concrete, 3000psi	15	CY	150.00	\$2,250.00	125.00	\$1,875.00	130.00	\$1,950.00	120.00	\$1,800.00	128.00	\$1,920.00	130.00	\$1,950.00	316.11	\$4,741.65
29	36" Reinforced Concrete Pipe	8	LF	100.00	\$800.00	125.00	\$1,000.00	50.00	\$400.00	29.00	\$232.00	120.00	\$960.00	112.10	\$906.80	208.41	\$2,083.28
30	15" Corrugated Metal Pipe	10	LF	33.00	\$330.00	50.00	\$500.00	40.00	\$400.00	23.25	\$232.50	67.00	\$670.00	40.00	\$400.00	208.41	\$2,083.28
31	Vegetation	0.5	ACRE	1,500.00	\$750.00	1,200.00	\$600.00	1,000.00	\$500.00	1,250.00	\$625.00	2,014.00	\$2,014.00	2,014.00	\$2,014.00	3,135.88	\$1,567.94
					\$16,240.00		\$14,809.00		\$14,060.00		\$11,918.50		\$18,566.40		\$145,758.80		\$41,773.62
	TOTAL BASE BID AMOUNT				\$130,064.00		\$105,900.00		\$108,218.00		\$111,662.90		\$139,430.20		\$145,758.80		\$205,810.10



BOARD APPROVED
APR 05 2005
CITY OF CLINTON

THIS IS A CERTIFIED BID TABULATION OF BIDS RECEIVED AND OPENED AT 2:00 P.M.
ON MARCH 14, 2005 FOR THE CITY OF CLINTON - 2005 NRCS EMERGENCY EWP

BILL OWEN, P.E.
ENGINEER
MISSISSIPPI
* - DENOTES CORP. MISSISSIPPI TABULATION

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED

APR 05 2005

Board Meeting Date: April 5, 2005

Agenda Item No. 23

CITY OF CLINTON

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

Discussion/Action: Proposed Construction Engineering agreement for Arrow Drive and Cynthia/Northside Drive Projects.

#265.395.45

Introduced by: Richard L. Broome, City Engineer Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: Bid

Recommendation:

Board Action:

Motion made by: Brantley
Seconded by: Touchton

<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.

APR 05 2005

CONTRACT AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

THIS AGREEMENT is entered into this 5th day of April, 2005, between **Neel-Schaffer, Inc., P.O. Box 22625, Jackson, Mississippi** (hereinafter designated as the ENGINEER) and the Local Public Agency (LPA), **City of Clinton, Post Office Box 156, Clinton, Mississippi 39056**, County of **Hinds**, MISSISSIPPI (hereinafter designated as the LPA).

WITNESSETH THAT:

WHEREAS, the LPA desires to engage the ENGINEER to provide construction engineering services in connection with the Arrow Drive, Project No. TCSP-7306-00(002) and Northside Drive at Cynthia Road, Project No. TCSP-7306-00(003).

NOW THEREFORE:

IT IS AGREED by and between the ENGINEER and the LPA as follows:

- I. **CONSULTING ENGINEERING SERVICES:** The ENGINEER will furnish consulting services during construction of Federal Aid Project No. TCSP-7306-00(002) and TCSP-7306-00(003), to the LPA of **City of Clinton**, County of **Hinds**, Mississippi, to include the following: construction engineering for the construction contract, which shall be in accordance with the approved plans, specifications and contract documents, all of which are incorporated in and made a part of this AGREEMENT.
- II. **ENGINEERING ADMINISTRATION:** The engineering administration of construction will be the responsibility of the LPA acting through the ENGINEER, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the DEPARTMENT), and of the Federal Highway Administration (FHWA) or their representatives.
- III. **CONSTRUCTION ENGINEERING SERVICES:** Construction engineering services shall consist of all engineering work involved from the contract stage, beginning the date of FHWA concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the DEPARTMENT, and shall include the following:
 - A. Resident project representation and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the ENGINEER as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
 - B. The ENGINEER shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project diary as the official

project record for each project, showing the Contractor's daily operation; and the engineering daily activities by names, function performed and hours worked. He shall maintain records of the ENGINEER'S out-of-pocket cost plus additives for profit and overhead items. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period, and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the LPA, DEPARTMENT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

- C. For work involved in Items (A), (B), and (D) the LPA will pay to the ENGINEER monthly for work done the previous month an amount equal to the ENGINEER'S out-of-pocket cost plus additives for profit and current overhead items (payroll, taxes, insurance, etc.) as provided for in Appendix "A" which is attached hereto and made part of this AGREEMENT. Monthly payments will be made on the basis of Certified Time Records. The maximum amount payable under this agreement shall be **\$265,400**, including a fixed fee of **\$22,442.30**, beyond which no funds will be authorized for payment without a Supplement-Agreement to this Agreement. Each monthly billing will be reduced by 5%, which shall be retained until final acceptance of the project by MDOT and FHWA.
- D. The duties, responsibilities, and limitations of authority of the resident project representative(s) are listed in Appendix B, which is attached to and made a part of this AGREEMENT.
- E. The responsible engineer employed by the ENGINEER is Mark J. Bailey, P.E., Mississippi Registration No. 8245.

IV. **COVENANT AGAINST CONTINGENT FEES:** The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of the making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this contract price, or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.

V. **OWNERSHIP OF DOCUMENTS:** All project documents, including tracings, drawings, estimates, specifications, field notes investigations, studies, etc., as instruments of service are to become the property of the LPA. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss of or damage to the documents herein enumerated while they are in his/her possession, and any such loss or damage shall be restored at his/her expense.

- VI. **CHANGES IN WORK:** A Supplemental Agreement may be entered into between the LPA and the ENGINEER to increase the maximum amount payable under this contract for additional labor costs and expenses, provided there is a change in scope, character or complexity of the work to be performed. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of the additional work by the ENGINEER for which reimbursement will be requested.
- VII. **DELAYS AND EXTENSIONS:** Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Approval of a delay of the submission must be requested by letter through the DEPARTMENT, giving reasons for the request and the approximate date proposed for submission of that data.
- VIII. **TERMINATION OR SUSPENSION:** The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the LPA and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:
- A. By mutual agreement and consent of the parties hereto.
 - B. By the LPA as a consequence of the failure of the Engineer to comply with the terms, progress or quality of work in a satisfactory manner. Proper allowance will be made for circumstances beyond the control of the ENGINEER.
 - C. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
 - D. By the LPA due to the departure for whatever reason of any principal member or members of the ENGINEER firm.
 - E. By satisfactory completion of all services and obligations described herein.
 - F. By the LPA giving thirty (30) days notice to the ENGINEER in writing and paying fees which both parties, the Department and FHWA, agree are due for completed work. If termination is made by the LPA under Condition (F) after work has started, the ENGINEERS will be paid for actual service rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct costs; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work. Upon termination, the ENGINEER shall deliver to the LPA all documents specified in Section V, and the LPA shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the LPA desire to suspend the work but not definitely terminate the contract, this may be done by thirty (30) days notice in writing to that effect.
- IX. **DISPUTES AND LAW VIOLATIONS:** Prior to the filing of any lawsuit in a court of competent jurisdiction, the LPA and ENGINEER shall mediate any disputes. The results of any mediation shall not be binding upon the LPA without the consent of the governing authorities of the LPA. The results of any mediation shall not be binding upon the

ENGINEER without the consent of the ENGINEER. The DEPARTMENT shall review any proposed resolution of any dispute reached through mediation and such mediated resolution shall only become final upon concurrence by the DEPARTMENT. The requirement to mediate prior to the filing of any lawsuit shall not be construed as a waiver of any right in law or equity that the parties to this agreement have to present a dispute to a court of competent jurisdiction for resolution of that dispute. Violations of the law will be referred to the local, state, or federal authority having proper jurisdiction.

- X. **RESPONSIBILITIES FOR CLAIMS AND LIABILITY:** The ENGINEER will indemnify and save harmless the LPA, and the DEPARTMENT, its officers and employees from or occasioned by, any act of or omission of the ENGINEER, his/her employees, agents or servants, resulting in bodily injury, property damage or death of any party.

In the event of joint or concurrent negligence of Engineer and LPA, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to that total negligence (including that of third parties) which caused the personal injury or property damage.

- XI. **SUBLETTING, ASSIGNMENT OR TRANSFER OF WORK:** The ENGINEER is expressly prohibited from subletting, assigning or transferring any part of these engineering services, other than the testing of materials, to any other person, firm or engineering consultant.

- XII. **FEDERAL PROVISIONS:** See Appendix C, which is hereby made a part of this AGREEMENT.

- XIII. **ENERGY CONSERVATION:** The Engineer warrants that he/she will conduct his/her office and field operations in an energy efficient manner in compliance with the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

- XIV. **TIME OF PERFORMANCE:** The construction engineering services of the ENGINEER shall start with **date of FHWA concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the ENGINEER are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the ENGINEER'S services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. When it becomes evident to the LPA that the maximum amount payable under Section III (c) will be depleted due to the need for more man-hours of work than estimated, a Supplement Agreement will be processed to provide for reimbursement to the ENGINEER for out-of-pocket expenses including overhead costs as provided for in Appendix A. The need for an adjustment in

the fixed fee will be determined and made a part of the Supplemental Agreement if appropriate. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested. The estimated fees in Appendix A are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the ENGINEER, the LPA agrees to pay the ENGINEER for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

XV. **LIMITATION OF ENGINEER'S SERVICES:** It is understood that the Construction Engineering Services and Resident Project Representative furnished by the ENGINEER under this agreement will endeavor to protect the LPA against defects and deficiencies in the work of the contractor but the ENGINEER does not guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by any contractor or subcontractor, nor the LPA in the case of force account work performed directly by the LPA or their respective employees or by any other person, nor for any public liability for property damage caused through acts of the contractor, subcontractor, the LPA and or their employees or any other person.

XVI. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of ENGINEER or ENGINEER's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist.

ENGINEER will locate utilities which will affect the project from information provided by the LPA and utility companies and from ENGINEER's surveys. In that these utility locations are based, at least in part, on information from others, ENGINEER cannot and does not warrant their completeness and accuracy.

XVII. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, ENGINEER is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. LPA hereby warrants that, if he knows that hazardous materials may exist at the project site, he will inform ENGINEER in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LPA agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to notify LPA as soon as practically possible

should unanticipated hazardous materials or suspected hazardous materials be encountered.

The LPA and the ENGINEER each binds himself, his partners, successors, administrators and assigns to the other party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each other party in respect of all of covenants this AGREEMENT.

The LPA and ENGINEER hereby agree to full performance of the covenants contained herein and it is understood that the work under this agreement is not eligible for Federal-aid participation until approved by the DEPARTMENT AND FHWA.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first mentioned.

BY: _____
Authorized LPA Official

Title

BY: _____
For the Consultant

Title

RECOMMENDED FOR APPROVAL:

APPROVED:

Chief Engineer, MDOT

Executive Director, MDOT

DATE: _____

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

BY: _____

DATE: _____

APPENDIX "A"
 AGREEMENT FOR ENGINEERING SERVICES
 FEDERAL-AID PROJECT TCSP-7306-00(002) & TCSP-7306-00(003)
 CITY/COUNTY City of Clinton, Hinds County
 ESTIMATED CONSTRUCTION ENGINEERING COSTS - ESTIMATED 200 WORKING DAYS (CONTRACT TIME)

CLASSIFICATION	Basic Hourly Rate *	Total Overhead **	Total Hourly Rate	Estimated Number of Hours #	Estimated Cost
Officer	\$45.00	\$67.08	\$112.08	50	\$5,603.85
Project Manager	\$30.00	\$44.72	\$74.72	100	\$7,471.80
Project Engineer	\$27.50	\$40.99	\$68.49	600	\$41,094.90
Resident Project Representative	\$27.25	\$40.62	\$67.87	1920	\$130,308.19
Clerical	\$17.00	\$25.34	\$42.34	60	\$2,540.41
SUBTOTAL LABOR COST					\$187,019.15
Fixed Fee					22,442.30
Direct Expenses					
Estimated Travel Mileage*** of 15,000 Miles at \$0.365/Mile					5,475.00
Other Expenses (Reproductions, etc.)					1,000.00
Commercial Testing Laboratory Expense (Only if Federal-Aid Participating)					49,459.00
Estimate = \$2,000,000	at 15%	\$	300,000	TOTAL CONSTRUCTION ENGINEERING COST	\$265,395.45

Notes:

- * Basic hourly rate is direct salary rate. Hourly basic rate does not include any premium or overtime costs nor are premium or overtime costs included in other payroll cost or overhead. (Numbers shown are approximate rates for estimating purposes only and reflects 2005 rates).
- ** See attached form or percentages added for "other payroll costs" and "overhead".
- *** Mileage Records: Keep a daily record of miles traveled and places visited to support mileage reimbursements.
 Sustenance Records: Secure receipts for meals and lodging and submit for reimbursement.
- # See attached estimate of project time for construction engineering services.

**ESTIMATE OF PROJECT TIME FOR CONSTRUCTION ENGINEERING SERVICES
ARROW DRIVE AND NORTHSIDE DRIVE AT CYNTHIA ROAD**

Working Days X Increase* = Project Construction Duration

200 X 1.20% = 240 Days = Project Construction Duration + Project Closeout = Time for Construction Engineering Services.

20% increase attributed to the project kickoff and non-chargeable days i.e., partial or no-work days over the course of the project and project closeout.

RESIDENT PROJECT REPRESENTATIVE

240 days X 8 hour/day average = 1,920 hours

OFFICER AND PROJECT MANAGER

240 days + 60 days (startup/closeout) = 300 days

300 days X .5 hour/day average = 150 hours

PROJECT ENGINEER

300 days X 2.0 hours/day = 600 hours

CLERICAL

300 days X .2 hours/day = 60 hours

William R. "Bill" Minor
Northern District CommissionerDick Hall
Central District CommissionerWayne H. Brown
Southern District CommissionerHarry Lee James
Deputy Executive Director/
Chief EngineerBrenda Zaachko
Deputy Executive Director/
Administration

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.gamDOT.com

September 20, 2004

MEMORANDUM

TO: Alecia Pinn
Consultant Services Administrator

FROM: Diane Gavin *DGavin*
Audit Director

SUBJECT: Neel-Schaffer, Inc.
Audited Overhead Rate for the year ended 12/31/2003

The Internal Audit Division (IAD) of the MDOT has received the overhead audit report of Neel-Schaffer, Inc. for the year ended December 31, 2003. The State of Louisiana's Department of Transportation and Development Audit Division conducted the audit and prepared the report.

Based on the review of the audit report, IAD accepts the audited overhead rates for the year ended December 31, 2003 as presented:

Field Office rate	118.85%
Home Office rate	149.06%

Overhead amounts that were invoiced for services rendered by Neel-Schaffer, Inc. during the 2003 year and beyond will be adjusted accordingly to reflect the accepted rates as presented above. In addition, the above overhead rates may be used for the purpose of negotiating future consultant contracts with MDOT.

If there are any questions regarding the information presented, please call.

Cc: ✓ Clark Robinson, Controller
Neel-Schaffer, Inc.



Neel-Schaffer, Inc.
Post Office Box 22625
Jackson, Mississippi 39225-2625

Attention: Mr. Mark Bailey, P. E.

Proposal Date: 2/15/05

COST ESTIMATE
ARROW DRIVE AND NORTHSIDE DRIVE AT CYNTHIA DRIVE
CLINTON, MISSISSIPPI

Borrow/Unclassified Excavation

Assume # Trips	55	trips	4	hours	@	\$52.50 /site	\$11,550.00	
Proctors			10	tests	@	\$200.00 /each	\$2,000.00	
Mileage	55	trips	40	miles	@	\$0.40 /mile	\$880.00	
								\$14,430.00

Clay Gravel

Assume # Trips	9	trips	4	hours	@	\$52.50 each	\$1,890.00	
Proctors			3	tests	@	\$200.00 /test	\$600.00	
Bulk Specific Gravity			3	tests	@	\$75.00 /test	\$225.00	
Gradations			20	tests	@	\$64.00 /test	\$1,280.00	
Plasticity Index			20	tests	@	\$48.00 /test	\$960.00	
								\$4,955.00

Asphalt

Assume # Trips (densities)	20	trips	4	each	@	\$52.50 /trip	\$4,200.00	
Assume # Trips (cores)	10	trips	8	each	@	\$52.50 /hour	\$4,200.00	
Cores			40	cores	@	\$75.00 /core	\$3,000.00	
Angularity			6		@	\$75.00	\$450.00	
Gradation			6	tests	@	\$64.00 /test	\$384.00	
Mileage	30		40	miles	@	\$0.40 /mile	\$480.00	
Stripping			4	tests	@	\$200.00 /test	\$800.00	
								\$13,514.00

Concrete

Assume # Trips	15	trips	4	hours	@	\$52.50 /test	\$3,150.00	
Breaking Cylinders			30	tests	@	\$20.50 /cylinder	\$615.00	
Gradation			6	tests	@	\$64.00 /test	\$384.00	
Mileage	15		40	miles	@	\$0.40 /mile	\$240.00	

\$4,389.00

ENGINEERING AND REPORT

Engineering	1	hours	52	weeks	@	\$110.00 /hour	\$5,720.00	
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\$5,720.00

Contingencies

15 percent

\$6,451.00

Northside Drive to Cynthia @ 60% =	\$29,675.00
Arrow Drive @ 40% =	\$19,784.00

TOTAL ESTIMATE: \$49,459.00

APPENDIX B
A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE.

The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in inspecting performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the ENGINEER responsible for or guarantee the CONTRACTOR'S performance, nor assume any duty to supervise construction and safety procedures followed by the CONTRACTOR or subcontractors. The duties and responsibilities of the RPR are limited to those of the ENGINEER in the ENGINEER'S agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The RPR is the ENGINEER'S agent at the site, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER regarding RPR'S actions. The RPR'S dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and CONTRACTOR, keeping the LPA advised as necessary. The RPR'S dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The RPR shall generally communicate with the LPA with the knowledge of and under the direction of the ENGINEER.

II. Duties and Responsibilities of the RPR:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning acceptability.

B. Conferences and Meetings: Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

1. Serve as the ENGINEER'S liaison with the CONTRACTOR, working principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
2. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

1. Record the date of receipt of Shop Drawings and samples.
 2. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the ENGINEER of availability of samples for examination.
 3. Advise the ENGINEER and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
1. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to the ENGINEER whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that the RPR believes should be corrected or rejected for should be uncovered for observation, or requires special testing, inspection or approval.
 3. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 4. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.
- F. Interpretation of Contract Documents:
Report to the ENGINEER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the ENGINEER.
- G. Modifications:
Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with the RPR'S recommendations to the ENGINEER. Transmit to the CONTRACTOR decisions as issued by the ENGINEER.
- H. Records:
1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarification and

interpretations of the Contract Documents, progress reports, and other Project related documents.

2. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.
3. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

1. Furnish the ENGINEER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
2. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
3. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the ENGINEER.
4. Report immediately to the ENGINEER and to the LPA upon the occurrence of any accident.

J. Payment Requests:

Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward with the RPR's recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to the LPA prior to final payment for the Work.

L. Completion:

1. Before the ENGINEER issues a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

2. Conduct a final inspection in the company of the ENGINEER, the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
3. Observe that all items on the final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

III. Limitations of Authority

The Resident Project Representative:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the ENGINEER.
- B. Shall not exceed the limitations of the ENGINEER'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Contract Documents.
- E. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- F. Shall not accept Shop Drawing or sample submittals from anyone other than the Contractor.
- G. Shall not authorize the LPA to occupy the Project in whole or in part.
- H. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

APPENDIX C FEDERAL PROVISIONS

The following required contract provisions shall apply to this CONTRACT and AGREEMENT:

- I CIVIL RIGHTS ACT: The CONSULTANT will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21.
 - A. The CONSULTANT agrees to comply: All contracts and subgrants in excess of \$10,000 shall include provisions for compliance with Executive Order No. 11246, entitled, "Equal Employment Opportunity, " as supplemented in Department of Labor Regulations (41 CFR, Part 60). Each contractor or subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of that plan. The grantee shall establish procedures to assure compliance with this suspected or reported violations are promptly investigated.
 - B. The CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended by 49 CFR 21 through Appendix C and 23 CFR 710.405 (b).
 - C. Pursuant to Section 23.43 of 49 CFR Part 23, the following statements regarding disadvantaged business enterprises are included in, and made a part of this CONTRACT and AGREEMENT:
 1. (1.) "Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal funds under this agreement.
Consequently the DBE requirements of 49 CFR Part 23 apply to this statement.
 - (2.) "DBE Obligation. The DEPARTMENT and the CONSULTANT agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontractors financed in whole or in part with federal funds provided under this AGREEMENT. In this regard the DEPARTMENT and the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The DEPARTMENT and the CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

2. The DEPARTMENT shall advise the CONSULTANT that failure to carry out the requirements set forth in 23.43 (a) shall constitute a breach of contract and, after the notification of the DOT, may result in termination of the contract by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

II. CONSTRUCTION ENGINEERING SERVICES - In accordance with 23 CFR 1204, Supp. D, Paragraphs e., f., and g., Attachment 0, and 49 CFR Part 18C, Paragraphs 12 and 13:

- A. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.
- B. When required by the Federal grant program legislation, all construction contracts awarded by grantees and subgrantees in excess of \$2,000 shall include a provision for compliance with the Davis Bacon Act (40 USC 276a to a7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.
- C. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basis rate of pay for all hours worked in the excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work surroundings or

under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$10,000).
- E. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Certification in accordance with 49 CFR Part 29, Subpart E, Section 29.510, Appendix A:

- (A) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.
- (B) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**ARROW DRIVE AND NORTHSIDE DRIVE @ CYNTHIA ROAD
CITY OF CLINTON
HINDS COUNTY
PROJECT NO. TCSP-7306-00(002) AND (003)**

I hereby certify that I am an Officer and duly authorized representative of the firm of Neel-Schaffer, Inc., whose address is P.O. Box 22625, Jackson, Mississippi, 39225-2625, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration of the United States in connection with the contract involving participation of Federal Aid Funds and is subject to applicable state and federal laws, both criminal and civil.

Date

Mark G. Bailey, P.E.
Vice President
Neel-Schaffer, Inc.

**ARROW DRIVE AND NORTHSIDE DRIVE @ CYNTHIA ROAD
CITY OF CLINTON
HINDS COUNTY
PROJECT NO. TCSP-7306-00(002) AND (003)**

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modifications of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Form-LLL, "Disclosure Form to Report Lobbying:", in accordance with its instruction.

This certificate is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Date

Mark G. Bailey
Vice President
Neel-Schaffer, Inc.

**ARROW DRIVE AND NORTHSIDE DRIVE @ CYNTHIA ROAD
CITY OF CLINTON
HINDS COUNTY
PROJECT NO. TCSP-7306-00(002) AND (003)**

CERTIFICATION OF LOCAL JURISDICTION

I hereby certify that I am the Mayor of the City of Jackson, Mississippi and that the ENGINEER or his representative have not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person or;
- (b) pay, or agree to pay any, to any firm or person, or organization any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and to the Federal Highway Administration in connection with the contract involving participation of Federal Aid Funds, and is subject to applicable state and federal laws, both criminal and civil.

April 13, 2005
Date

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

BOARD APPROVED

APR 05 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTON

BOARD MEETING DATE: April 5, 2005

AGENDA ITEM NO. 24

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Personnel

INTRODUCED BY: Mayor Rosemary Aultman

TELEPHONE: 601-924-5462

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.