

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 4, 2003 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Greer followed by the Pledge of Allegiance to the Flag led by Alderman Brantley.

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

AGENDA ITEMS A-U

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

CONDITIONAL USE – 405 W. MADISON STREET

Upon recommendation by the Clinton Planning and Zoning Commission, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the request of Jerrell and Martha Hutson for a conditional use of property located at 405 W. Madison Street as a multi-family dwelling. A copy of the Resolution granting such use is attached. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE – 107 E. HIGHWAY 80

Upon recommendation by the Clinton Planning and Zoning Commission, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Greer to approve the request of New Plan Excel Trust Realty for a conditional use of property located at 107 E. Highway to operate a fuel center. A copy of the Resolution granting such use is attached. **MOTION CARRIED UNANIMOUSLY**
PRELIMINARY SITE PLAN – 107 E. HIGHWAY 80

Upon recommendation by the Clinton Planning and Zoning Commission, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Brabham to approve the Preliminary Site Plan for 107 E. Highway 80 as submitted by New Plan Excel Trust Realty. **MOTION CARRIED UNANIMOUSLY**

RE-ZONING REQUEST - MISSISSIPPI COLLEGE SPORTS FACILITIES

Upon recommendation by the Clinton Planning and Zoning Commission, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the request of Mississippi College to rezone 23.88 +/- acres known as the Johnston property, more fully described in Exhibit A of the Resolution, from Olde Towne Clinton (OTC) to S1 (Special Use). A copy of the Resolution granting such change is attached. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN - MISSISSIPPI COLLEGE SPORTS FACILITIES

Upon recommendation by the Clinton Planning and Zoning Commission, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the Preliminary Site Plan for the Sports Facilities as submitted by Mississippi College. A copy of the Site Plan is available at the Planning and Zoning office. **MOTION CARRIED UNANIMOUSLY**

AMENDMENT OF ZONING ORDINANCE BY ADDING SECTION 2401.03

Upon recommendation by the Clinton Planning and Zoning Commission, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to approve the amendment of the City's Zoning Ordinance by adding Section 2401.03. A copy of the Amendment is attached. **MOTION CARRIED 6-1 WITH ALDERMAN BRANTLEY VOTING "NO"**

EMERGENCY WARNING SYSTEM

Upon presentation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve the purchase of a 2001SRNB Outdoor Siren Warning System from Federal Sign Corporation for an estimated cost of \$235,000, said purchase to be made from Federal Signal as "sole source" and to authorized Mayor Aultman to execute the appropriate documents to consummate the transaction. The purchase of this system will qualify the City as a "Storm Ready City." Documentation is attached. **MOTION CARRIED UNANIMOUSLY**

CLINTON PUBLIC SCHOOL/PUBLIC WORKS LAND ACQUISITION AND CONSTRUCTION OF ARROW DRIVE

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brantley to authorize the Mayor to enter into the agreement with the Clinton Public School District as set out in a Resolution adopted by Board of Trustees of the Clinton Public School District at its meeting held on September 9, 2003. A copy of said Resolution is attached. In addition, the Resolution provides for a 0.75 acre permanent right-of-way on property as described in the legal description attached to said Resolution as "R.O.W. DESCRIPTION". **MOTION CARRIED UNANIMOUSLY**

AWARD OF BID FOR CLINTON PARKWAY/CYNTHIA STREET TRAFFIC SIGNAL INSTALLATION AND GEOMETRIC IMPROVEMENTS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to award the contract for the installation of a traffic signal and other improvements at Clinton Parkway at Cynthia Street to American Field Service Corporation as having the best and lowest bid in the amount of \$182,385. **MOTION CARRIED UNANIMOUSLY**

CHANGE ORDER #2 TO SOUTHSIDE WATER WELL – CONTRACT #1 FOR 42 ADDITIONAL DAYS – NO CHANGE IN CONTRACT AMOUNT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve Change Order #2 to Southside Water Well – Contract #1 for 42 Additional Days with no change in contract amount. **MOTION CARRIED UNANIMOUSLY**

**RESOLUTIONS ASSOCIATED WITH CDBG PROJECT # 1120-03-147-ED-01,
COMMONLY KNOWN AS MEGA PLASTICS RAIL SPUR**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the execution of certain Compliance Resolutions required on behalf of the Mayor and Board of Aldermen which are associated with the CDBG-Mega Plastics project. Copies of said Resolutions are attached. **MOTION CARRIED 6-1, WITH ALDERMAN FISHER VOTING "NO"**

**ENGINEERING AGREEMENT BETWEEN THE CITY OF CLINTON AND ABMB
ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR CDBG
PROJECT # 1120-03-147-ED-01, COMMONLY KNOWN AS MEGA PLASTICS RAIL SPUR**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the Engineering Agreement between the City of Clinton and ABMB Engineers, Inc. for engineering services for CDBG Project Number 1120-03-147-ED-01 in the amount of \$45,520 to be paid from CDBG funds. A copy of the Agreement is attached. **MOTION CARRIED UNANIMOUSLY**

**ADMINISTRATIVE AGREEMENT BETWEEN THE CITY OF CLINTON AND JIMMY G.
GOURAS, URBAN PLANNING CONSULTANTS, INC. FOR APPLICATION
PREPARATION AND SUBSEQUENT ADMINISTRATIVE OF CDBG PROJECT # 1120-03-
147-ED-01, COMMONLY KNOWN AS MEGA PLASTICS RAIL SPUR**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve Administrative Agreement between the City of Clinton and Jimmy G. Gouras, Urban Planning Consultants, Inc. for application preparation and subsequent administrative of CDBG Project Number 1120-03-147-ED-01 in the amount of \$32,000 to be paid from CDBG funds. A copy of the Agreement is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:54 P.M.

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

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

November 12, 2003
Date

ATTEST: W. Derrick
Wayne Derrick, City Clerk

11/13/2003
Date

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 4, 2003

AGENDA ITEM NO. 7.a

BOARD APPROVED

CONSENT AGENDA:

TO:

NOV 04 2003

FOR:

CITY OF CLINTON

ACCT. NO.

DISCUSSION/ACTION:

405 W. Madison Street
Conditional Use

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

Planning and Zoning recommends approval

BOARD ACTION:

MOTION MADE BY:

Touchton

SECONDED BY:

Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

[Handwritten marks in AYE column]

[Blank lines in NAY column]

[Blank lines in ACTION TAKEN column]

Mayor Aultman

[Blank line]

[Blank line]

[Blank line]

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.

REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address 405 W. Madison St Clinton, Mo
Owner Terrell + Martha Hutson
Address 403 W. Madison St. **BOARD APPROVED**
Clinton, Mo. 39056
Phone # 750-1996 924-9183 **NOV 04 2003**
Current Zoning District alde zone **CITY OF CLINTON**

Requirements of Applicant:

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

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

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

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

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

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

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

Terrell Hutson
Signature

9-4-03
Date

September 8, 2003

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON

TO: Gary Ward

FROM: Jerrell and Martha Hutson

RE: Conditional Use of Property at 405 W. Madison St., Clinton, MS

We are requesting that the above mentioned property be granted conditional use status in order that an apartment can be located in the existing basement.

The requirements listed in Section 2405.01, Zoning Ordinance have been met and are explained below.

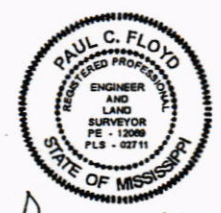
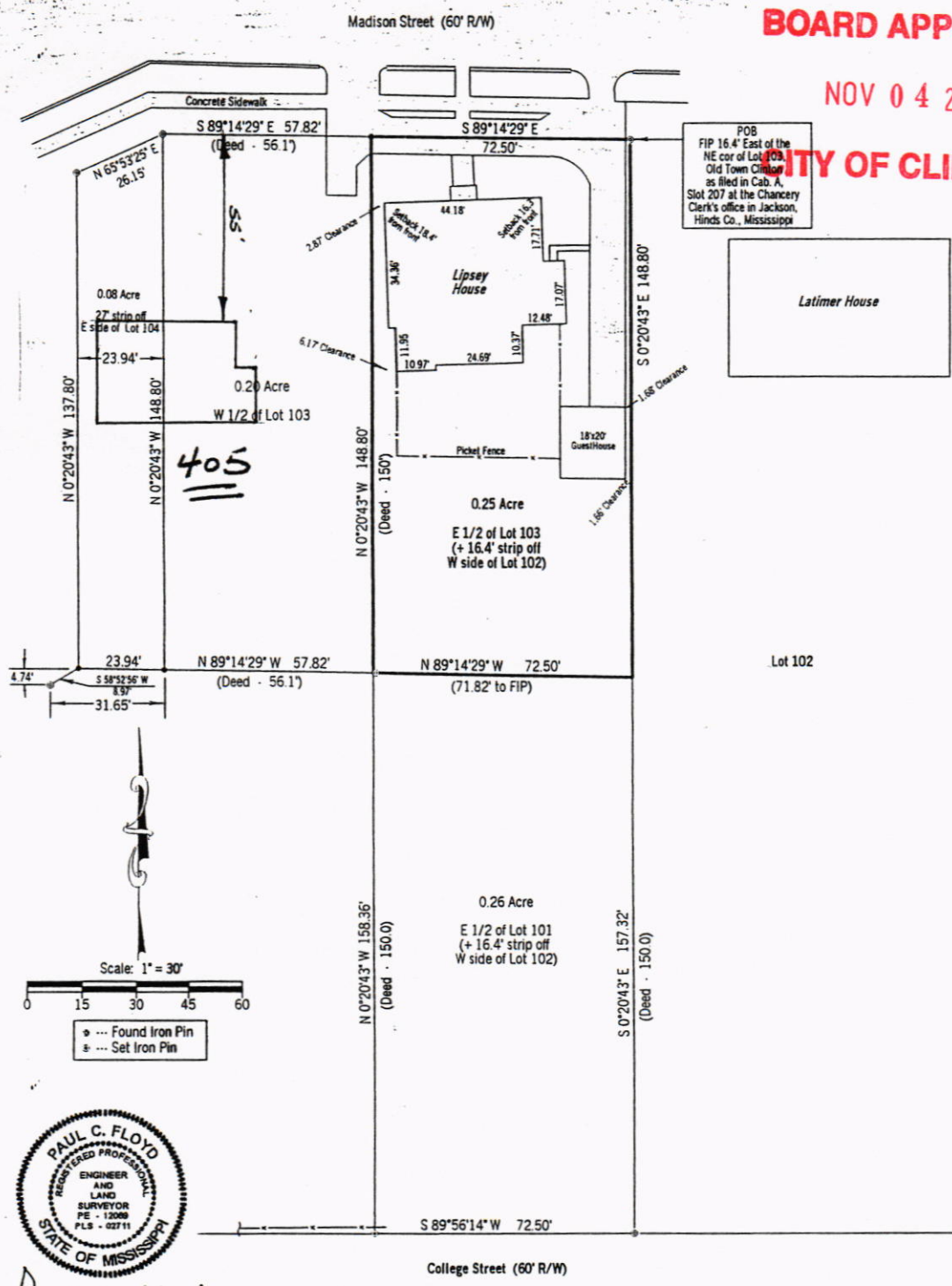
- A. The established driveway will meet this requirement.
- B. Three additional concrete parking spaces in the rear will satisfy the off-street parking.
- C. Existing areas will meet this requirement.
- D. Additional electric, water, and gas lines will be added.
- E. The addition of an apartment in the basement will not create any external change that would affect this criteria.
- F. Existing yard is not altered.
- G. Olde Towne has a long history of renting parts of existing properties to students at Mississippi College. Within a two-block area there exist 4 garage apartments and two basement apartments. A duplex is located across the street. Property on the 400 block of West Madison is owned either by Mississippi College or Jerrell and Martha Hutson. Property on the 300 block of West Madison is owned solely by Mississippi College.

405 is not in

BOARD APPROVED

NOV 04 2008

CITY OF CLINTON



Paul C. Floyd
10/23/98

THIS IS TO CERTIFY THAT
Floyd Engineering and Surveying Company
has this day completed a true and accurate survey
of the property shown and that this plat is an accurate
representation of said property as of this date.

This property is located in Zone C, which IS NOT
a HUD identified special flood hazard area according
to FEMA's Flood Insurance Rate Map No. 280071 0002C
dated August 17, 1981

Survey Classification

A B C D

Orientation from:

- ☒ a) Solar observation
- ☐ b) Plat
- ☐ c) Monuments
- ☐ d) Other

Fieldwork completed on:

October 22, 1998
1555 pcs

PLAT OF SURVEY FOR:
Jerrell B. Hutson and
Martha G. Hutson

Certain properties including the East 1/2 of Lot 103
and a 16.4' strip from the West side of Lot 102, as shown on
plat of Old Town Clinton, as filed in Cabinet A, Slot 207, at the
Chancery Clerk's office in Jackson, Hinds County, Mississippi

FLOYD ENGINEERING AND SURVEYING CO.
704 Lakeridge Cove, Clinton, MS 39056

Drawn by: PCF

Checked by: PCF

Date: 10/23/98

**RESOLUTION APPROVING A CONDITIONAL USE FOR
JERRELL AND MARTHA HUTSON FOR THE PROPERTY LOCATED AT 405 W. MADISON
STREET, CLINTON, MISSISSIPPI**

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON

WHEREAS, Jerrell and Martha Hutson, did file a request for a conditional use for the property located at 405 W. Madison Street to be a multi-family dwelling; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on October 28, 2003, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on October 28, 2003, adopted a motion to approve the request of Jerrell and Martha Huston for a conditional use of the property to be used as a multi-family dwelling and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Jerrell and Martha Huston for the property at 405 W. Madison to be a multi-family dwelling and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.
6. The Mayor and Board of Aldermen find that Section 402 of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.

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

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

Alderman Brabham voted: yes

Alderman Hisaw voted: yes

Alderman Greer voted: yes

Alderman Brantley voted: yes

Alderman Fisher voted: yes

Alderman Touchton voted: yes

Alderman Lott voted: yes

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

The foregoing ordinance was approved this the 4th day of November 2003.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST W. Derrick
Wayne Derrick, City Clerk

(S E A L)

NOV 04 2003

CITY OF CLINTON

AGENDA ITEM NO.

TO:

ACCT. NO.

Complaint by Ann
mahe as to lights
on Parking Lot 7
new facility.

TELEPHONE: 924-2256

TELEPHONE: 924-2256

Other:

MOTION MADE BY:

SECONDED BY:

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.

REQUEST FOR CONDITIONAL USE
APPLICATION

BOARD APPROVED

Subject Property Address 107 HWY 80
Owner CA New Palm Ventures Fund, L.L.C.
Address 3901 BELLAIRE
HOUSTON TX. 77025
Phone # 713-660-4355 ATTN: DAN MUNIZA
Current Zoning District C-2

NOV 04 2003

CITY OF CLINTON

Requirements of Applicant:

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

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

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

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

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

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

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

Signature: Dan Muniza, A.I.A.
Senior Vice President
Development, SW Region

9/25/03
Date



New Plan Excel Realty Trust, Inc.

3901 BELLAIRE BOULEVARD HOUSTON, TEXAS 77025 713 660-4300 FAX 713 668-3394

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON

September 26, 2003

City of Clinton
Planning & Zoning Commission
300 Jefferson St.
Clinton, MS 39060

Re: Request for Conditional Use Application
For 107 Hwy 80 (Proposed Shopping Center Expansion)

Dear Sirs,

New Plan Excel Property Trust is purchasing this vacant Wal-Mart site and plans to redevelop the property into a Grocery Anchored Shopping Center. As part of their economic study the Grocery Anchor has determined that a retail gasoline outlet is required to do this project. This would be similar to the Conditional Uses granted to Kroger and Wal-Mart.

Per our Grocery Anchor's requirements we are requesting a Conditional Use for a retail gasoline outlet within our property in the C-2 District.

Thank you for your consideration.

Sincerely,

Dan Muniza
Senior Vice President, Development, SW Region
New Plan Excel Realty Trust, Inc

**RESOLUTION APPROVING A CONDITIONAL USE FOR NEW PLAN EXCEL TRUST
REALTY TO OPERATE A FUEL CENTER AT 107 HIGHWAY 80, CLINTON,
MISSISSIPPI**

NOV 04 2003

CITY OF CLINTON

WHEREAS, New Plan Excel Trust Realty, did file a request for a conditional use for the property located at 107 Highway 80 to operate a fuel center; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on October 28, 2003, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on October 28, 2003, adopted a motion to approve the request for a conditional use and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of New Plan Excel Trust Realty for a Conditional Use of the property located at 107 Highway 80 to operate a fuel center and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

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

6. The Mayor and Board of Aldermen find that Section 402 of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.
7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.
8. The Conditional Use is granted subject to the following conditions:
 - a. If fuel center ceases operation, all structures associated with the center's operation shall be removed by New Plan Excel Trust Realty, its successors, or assigns within six (6) months after the fuel center ceases to be in operation.
 - b. All support columns shall match the anchor building. Type of material and colors shall be presented to Architectural Review Committee for its approval prior to construction.

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

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

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

The foregoing ordinance was approved this the 4th day of November 2003.

CITY OF CLINTON

BY:

Rosemary A. Aultman
Rosemary Aultman, Mayor

ATTEST: W. J. Much
Wayne Derrick, City Clerk

(SEAL)

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 4, 2003

AGENDA ITEM NO. 7.C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION:

107 Highway 80
Preliminary Site Plan

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

*hoping demo before
end of year*
*new facility to be
open prior to
Thanksgiving 2004*

RECOMMENDATION: Planning and Zoning recommends approval

BOARD ACTION:

MOTION MADE BY: Fisher

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

f

Mayor Aultman

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

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 4, 2003

AGENDA ITEM NO. 7.d

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION:

Mississippi College – Sports Facilities
Rezoning Request

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

*finding 7 fact &
proof. 1
adm*

RECOMMENDATION:

Planning and Zoning recommends approval

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

[Handwritten marks in the "AYE" column]

[Handwritten marks in the "NAY" column]

[Handwritten marks in the ACTION TAKEN column]

Mayor Aultman

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

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

NOV 04 2003

REQUEST FOR REZONING APPLICATION

CITY OF CLINTON

Subject Property Address See Attached

Owner Mississippi College

Address Box 4051

Clinton, MS 39058

Phone # 601.925.3205

Current Zoning District _____

Requested Change Special Use

Requirements of Applicant:

1. Letter stating reason for requested zoning change.
2. Copy of the written legal description.
3. Site plan of property.
4. Identification of property owners within 160 feet of subject property.
5. \$250.00 fee required for processing.

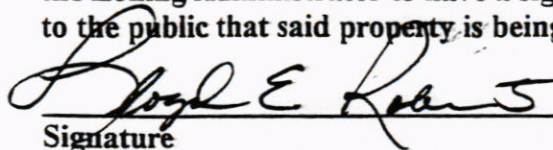
Criteria for Rezoning: (Section 2406.03 – Zoning Ordinance)

- (a). Show proof that a mistake was made in the original zoning.
“Mistake” in this context shall refer to a clerical or administrative error.
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning.

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

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

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


Signature

10/8/03
Date



Mississippi
College

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON

October 9, 2003

Office of Business Affairs

Planning and Zoning Commission Members
City of Clinton, Mississippi
Public Works Department
200 West Leake Street
Clinton, MS 39056

Dear Planning and Zoning Commission Members:

Mississippi College requests that the 23.88 acres known as the Johnson property (described in the attachments) and the two adjoining lots containing houses be reclassified as Special Use property and be included as part of the Mississippi College campus. The College requests this action so that said property can be developed into an athletic and recreational park containing a soccer game field, three athletic practice fields, three intramural fields, and other complementary upgrades. The College envisions a park/green area for student and community use that will enhance the property and neighborhood appreciably. Furthermore, the College benefits from the improved appearance of the property: the College will rebuild the President's home within the next few years, and it is likely that the home will be placed on or near the property.

The College believes that the reclassification and subsequent development benefit both our institution and the surrounding community. First, the building of the park provides a safe and beautiful place for our students. Secondly, transformation of the undeveloped property into a well landscaped area would enhance the values of contiguous properties and promote additional area investment.

The College appreciates its relationship with the City of Clinton—we support the progressive leadership shown by our City officials, and we promise to be active supporters in the development of Olde Towne Clinton. If given the above reclassification, we will honor our commitment to develop said property with enhancements that add value to the surrounding area. Thank you in advance for your consideration.

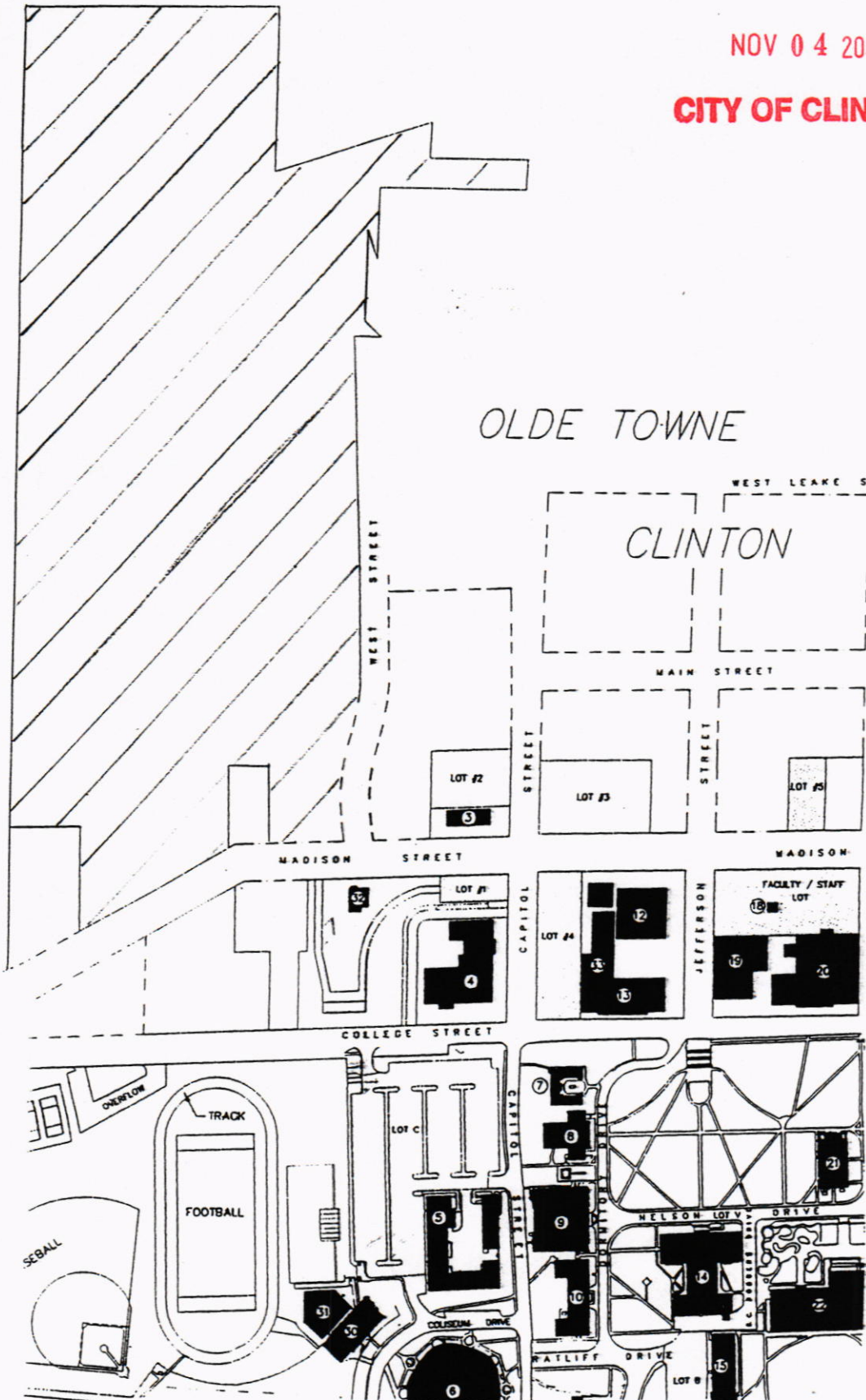
With kindest regards,

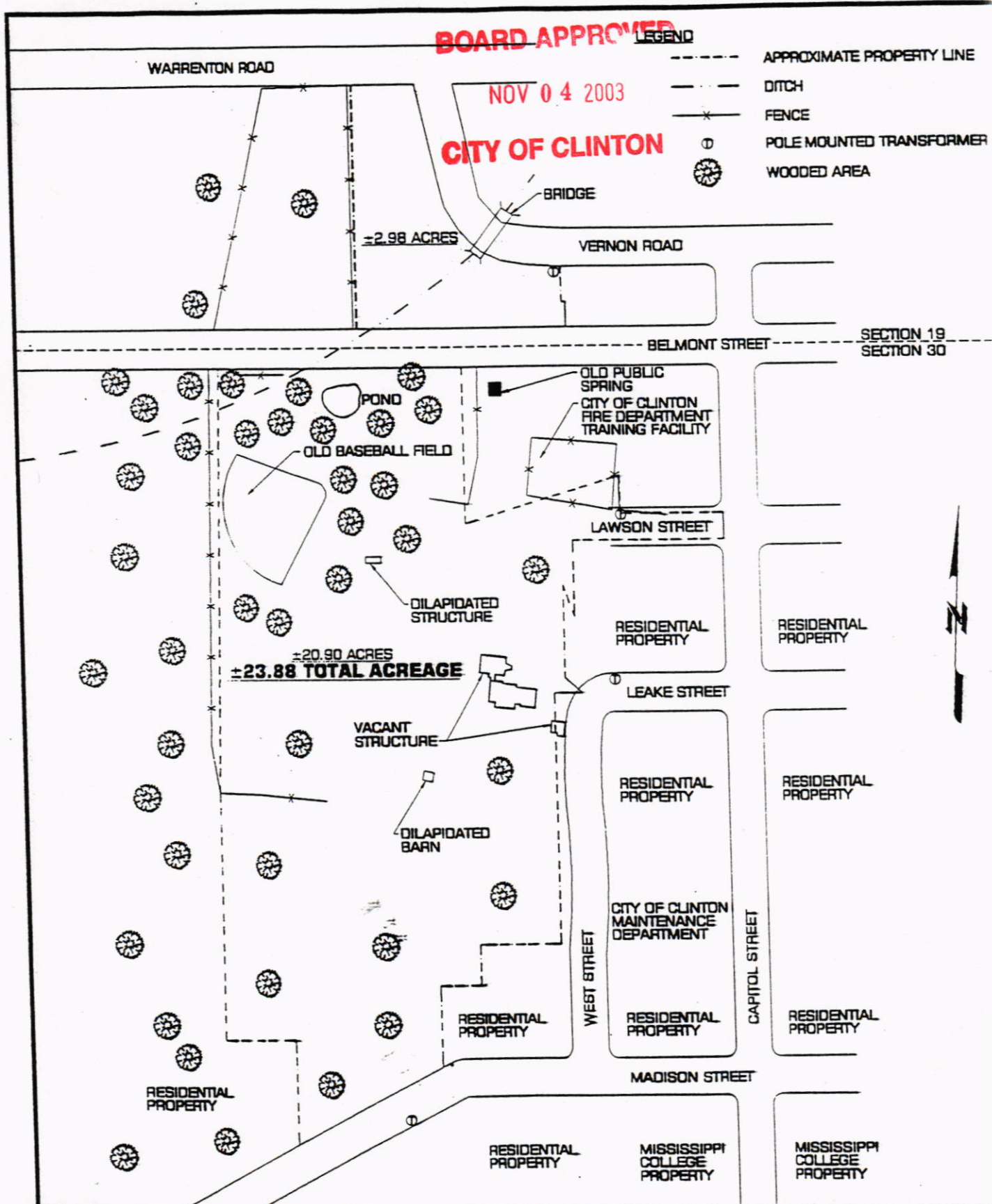
Lloyd E. Roberts
Senior Vice President for Administration
and Chief Financial Officer

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON





PROJECT TITLE:

SITE LAYOUT

±23.88 ACRES OF PROPERTY LOCATED IN
SECTIONS 30 AND 19, T6N, R1W,
HINDS COUNTY, MISSISSIPPI
MISSISSIPPI COLLEGE
CLINTON, MISSISSIPPI

FIGURE 2

DRAWN BY:

J.M.

APPROVED BY:

R.G.O.F.

SCALE:

N.T.S.

DATE:

01/17/97

PROJECT NO. 666.02.1283

DRAWING NO. 666-02B

**HAZCLEAN ENVIRONMENTAL
CONSULTANTS, INC.**

160 Upton Drive
Jackson, MS 39209
Telephone (601) 922-0766
Facsimile (601) 922-7927



NOV 04 2003

OFFICIAL FORM

CITY OF CLINTON

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI FOR THE PROPERTY LOCATED IN THE CITY OF CLINTON, MISSISSIPPI, AS DESCRIBED HEREIN AS "EXHIBIT A", FROM OTC - OLDE TOWNE CLINTON TO S1 - SPECIAL USE

WHEREAS, Mississippi College (the "Applicant") did file a petition to rezone certain property from its present OTC use district classification to a S1 use district classification: and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 28th day of October 2003, at 7:00 o'clock P.M.; and,

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

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

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

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

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

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

Section 3. That pursuant to Article XV of the Zoning Ordinance, the proposed facility shall be "S1 - Special Use District".

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

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

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

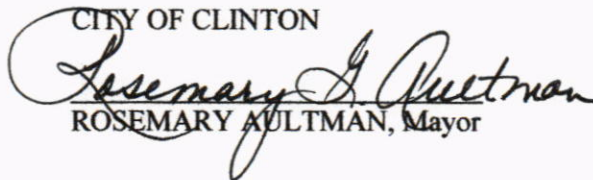
Section 6. That this ordinance shall take effect thirty days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a
meeting thereof held on the 4th day of November 2003.

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

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

Whereupon the Mayor declared the Motion carried and the ordinance
approved and adopted. The foregoing ordinance was approved this the 4th
day of November 2003.

CITY OF CLINTON

ROSEMARY AULTMAN, Mayor

ATTEST:

WAYNE DERRICK, City Clerk

(S E A L)

Exhibit A

Parcel 1: A certain parcel of land being situated in the Northeast $\frac{1}{4}$ of Section 30, T6N-R1W, Clinton, Hinds County, MS, containing 20.903 ACRES more or less and more fully described in that certain Certificate of Survey dated January 7, 1997, and recorded in the office of the Chancery Clerk of Hinds County, Jackson, MS in Book 4728, Page 286.

Parcel 2: A certain parcel of land being situated in the Southeast $\frac{1}{4}$ of Section 19 T6N-R1W, Clinton, Hinds County, MS containing 2.976 ACRES, more or less, and more fully described in that certain Certificate of Survey dated January 7, 1997, and recorded in the office of the Chancery Clerk of Hinds County, Jackson, MS in Book 4728, Page 289.

Special Called Meeting
Planning and Zoning Commission
December 10, 1996
Minutes

Copy to:____
Mayor____
Board of Aldermen____
City Engineer____
City Attorney____
City Clerk____
Planning & Zoning____

I. General

A meeting of the Planning and Zoning Commission of the City of Clinton, Mississippi was held at the A. E. Wood Memorial Library, 111 Clinton Blvd, Clinton, Mississippi on Tuesday, December 10, 1996 at 7:30 P.M.

Members present: Chairman William Campbell, Kathy Peace, Bettye King, Mark McNeece, Tom Coward, Gayle Albritton, Edward Taylor.

Officials present: Mayor Rosemary Aultman, Attorney Ken Dreher, City Inspector Julion Lowther, City Engineer Richard Broome, Fire Chief Bryan Presson, and Asst. Director of Public Works Tim Rogers.

II. Call to Order

Chairman Campbell called the meeting to order at 7:30 P.M. The following items were considered.

III. Old Business

A. Consideration and approval of the November 26, 1996 Meeting Minutes.

Bettye King made a MOTION that the Minutes be accepted; SECONDED by Kathy Peace. MOTION was carried UNANIMOUSLY.

B. Other Business:

1. Site Plan Review (Partial) of the Preliminary Plat of "LDDS WorldCom Headquarters" should be granted.

(This item was brought before the Zoning & Planning Commission at our 10/22/96 Meeting. This item is for a partial Site Plan Review of the "entrance boulevard" along the Clinton-Raymond Road. This request is being made in order to proceed with the temporary construction work and its compliance with the future boulevard alignment.)

(This property is located to the South of Interstate 20; and bordered on the East by Clinton Cinema 10; and bordered on the South by Countrywood of Trailwood Subdivision (Part 1); and bordered on the West by Clinton-Raymond Road.)

Mr. Rob Farr presented drawings of the proposed site plans stating that all requirements had been met with the Engineering Department and Fire Department.

Richard Broome stated that he and Fire Chief Presson had met with the designers stating that all requirements had been met and that while an 8" line would service there needs, the city determined that from the south of the interstate that the city would receive benefit of fire protection in the expanded area if a portion of that 8" line were upgraded to a 12" line and they have agreed to do that. The city has been authorized by the Board of Alderman pay the cost between the 8" and 12" in that corridor. Sanitary sewer needs have been met.

Questions were raised by the commission as to the water flow (pressure) to all the surrounding area.

Richard Broome stated that it will actually enhance the flow due to the loop also improving fire capabilities and water system south of the interstate.

Building Inspector, Julion Lowther informed Mr. Farr that a fence will be required backing the residential area.

Mr. Farr stated that was being constructed now.

Ann Mackie questioned the buffer zone.

Mr. Farr told her technically a 25 ft buffer zone was required but they actually had at this time a 50 ft buffer zone on the south side which is the residential side.

Building Inspector, Julion Lowther also informed Mr. Farr that they may want to consider 25 ft. radius for the curbing instead of 20 ft. for better entry and exit.

Mr. Farr stated that engineering was looking into that with Richard Broome.

With no further discussion a MOTION was made by Gayle Albritton to accept the partial site plan and forward to the Mayor and Board of Alderman for final approval. Bettye King SECONDED the MOTION. MOTION carried UNANIMOUSLY.

2. Site Plan Review of the Final Plat of "Springridge Road Storage Facilities" should be granted.

(This item was brought before the Zoning and Planning Commission at our 11/26/96 Meeting. The requested changes/modifications have been made and now final approval is requested for this item.)

(This property is located to the South and East of the South Central Bell Building located on Springridge Road; and in the Northeast Quadrant of the intersection of Casa Grande Drive and Springridge Road; and adjoining the Clinton Public School District Bus Storage/Maintenance Facilities to the South.)

Mr. Bob Lloyd, owner presented the site plans.

Richard Broome showed the updated improvements and stated that all previous concerns had been taken care of with fire and drainage calculations being met.

With no other discussion, Kathy Peace made a motion to accept the Site Plans and forward to the Mayor and Board of Alderman for final approval. SECONDED by Mark McNeece. Vote carried UNANIMOUSLY.

IV. New Business:

- A. Consideration of an Item for the purpose of receiving comments regarding a proposed NEW ZONING ORDINANCE for the City of Clinton, Mississippi and a NEW OFFICIAL ZONING MAP of the City of Clinton, Mississippi.

Chairman, Bill Campbell opened the floor for a Public Hearing for comment and recommendation with Mr. Larry Smith of the CMPDD available for comments and answers.

Citizen Ann Mackie questioned several articles from the proposed Zoning Ordinance Book including page 23, Street Right of Way on College Street; page 24, Subdivision Regulations and if this pertained to churches; page 7 Building Permits and enforcement, concerning posting signs visible from the street; page 176 section 1302, Property Owner. She also stated a portion of the proposed map on Landrum street was showing the incorrect lots and said that Mr. Smith had already addressed that and it would be corrected. Ms. Mackie also questioned page 11 on "Institute of Higher Learning" and questioned if this pertained to the college.

Attorney Ken Dreher stated that if the City abandoned a street, and passes an ordinance stating it is no longer a street, right of way would come back to the adjoining property owner.

Mr. Smith stated the Building Permits being posted didn't come under this ordinance and that would have to be addressed by the Permit Department.

Mr. Larry Smith stated that the college would come under S-1 on page 105 and included other facilities besides the college were included in that section.

Larry Smith, CMPDD representative and City Attorney, Ken Dreher answered questions and stated that comments made would be taken into consideration.

Planning and Zoning
December 10, 1996

Ms. Mackie went on to discuss the use of facilities of the Old Junior High building on Fairmont.

She was informed that this issue needed to be addressed by Dr. Randy McCoy and the School Board.

With no further comments, the Public Hearing was CLOSED.

V. OTHER BUSINESS

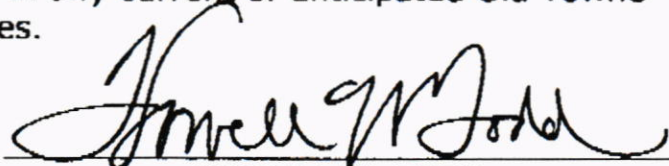
- A. Confirmation of the next Regularly Scheduled Meeting of the Planning and Zoning Commission would normally be scheduled for the fourth Tuesday of January. This date is January 21, 1997.

VI. Adjournment:

Mark McNeece MADE a MOTION to adjourn, SECONDED by Kathy Peace. MOTION carried UNANIMOUSLY.

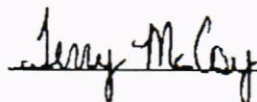
**SWORN STATEMENT OF
HOWELL W. TODD, PRESIDENT OF MISSISSIPPI COLLEGE
1994-2001**

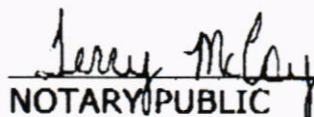
I, Dr. Howell W. Todd, did appear before the Clinton Mayor and Board of Aldermen for the purpose of describing and clarifying the expected use of 25 acres, more or less, known as the Johnson Property in light of the university's purchase of same in 1996. At that meeting, I emphasized that the university had no "escape valve" for any type of expansion as a result of our selling the property south of I-20 to WorldCom and being constricted by historic properties located in Downtown Clinton. We needed the Johnson property for future institutional growth. The possibility of purchasing properties adjacent to the campus and north of the campus was not possible due to the City's historic preservation concerns, and thus, the Johnson Property provided the only avenue for expansion of the campus at some future date. At the time of my presentation to the Mayor and Board of Aldermen, I stated that my best guess for use of the property in the future would be for an academic building and or residential facilities, but there could be other uses which could emerge as needs were identified. At no time were there any concerns for any City covenants, restrictions, or any planning and zoning ordinances which would preclude the university's freedom in use of the property, and none were conveyed to me by any Alderman nor the Mayor. Furthermore, at no time was there any mention of this property's being included in any current or anticipated Old Towne planning and zoning ordinances.



HOWELL W. TODD

ABOVE STATEMENT SWORN TO AND SUBSCRIBED BEFORE ME

 _____, NOTARY PUBLIC ON NOVEMBER 4, 2003.


NOTARY PUBLIC

MY COMMISSION EXPIRES: June 14, 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 4, 2003

AGENDA ITEM NO. 7.e

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

NOV 04 2003

CITY OF CLINTON

ACCT. NO.

DISCUSSION/ACTION:

Mississippi College – Sports Facilities
Preliminary Site Plan

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

*Mississippi College's
game score fields will be
located on this property
and practice fields*

RECOMMENDATION:

Planning and Zoning recommends approval

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

*Greer
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.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 4, 2003

AGENDA ITEM NO. 7.f

BOARD APPROVED

CONSENT AGENDA:

TO:

NOV 04 2003

FOR:

CITY OF CLINTON

ACCT. NO.

DISCUSSION/ACTION:

Amendment to Zoning Ordinance
Adding Section 2401.03

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

*Brantly voted
no*

RECOMMENDATION: Planning and Zoning recommends approval

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Hisaw

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

X
X
X
X
X
X
X

X

Mayor Aultman

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

NOV 04 2003

Amend Zoning Ordinance by adding the following:

Section 2401.03 - Jurisdiction

The City of Clinton Municipal Court shall have jurisdiction over all violations of the Zoning Ordinance, which occur within the limits of the City of Clinton.

CITY OF CLINTON

The Zoning Administrator and/or Building Official shall have jurisdiction to investigate, give notice, issue citations and prosecute violations of said ordinance

This amendment is to add a statement to the Zoning Ordinance granting authority to the Zoning Administrator and Building Official to issue citations for violations of the Zoning Ordinance. We feel this will expedite the procedure to correct any violations.

Present procedure:

1. When a complaint is received we inspect the property for the violation.
2. If we find a violation we then send a letter to the property owner or leasee to correct the violation.
3. If violation has not been corrected within a reasonable time frame, a certified letter will be sent allowing a specified time frame to correct the violation.
4. If violation has not been corrected within the time frame stated on the certified letter, an affidavit is issued. In order to file an affidavit we now have to call a police officer to file report and serve the affidavit. This procedure requires an officer to leave their beat and come to headquarters, then take the time to serve the citation.
5. Then the violator would then appear in court.

New procedure:

1. When complaint is received we would still investigate, send first letter to correct violation within a reasonable time, then send certified letter if violation is allowed to continue. If violation has not been corrected with the notice of the two letters the Zoning Administrator or Building Official will issue citation. This would eliminate the need to take a police officer off their beat.

Cities who have implemented this procedure are:

City of Hattiesburg
City of Laurel
City of South Haven

BOARD APPROVED

AN ORDINANCE AMENDING THE OFFICIAL ZONING ORDINANCE OF THE CITY OF CLINTON, MISSISSIPPI BY AMENDING SECTION 2401.03

NOV 4 2003

CITY OF CLINTON

WHEREAS, notice of a public hearing to amend Section 2401.03 of the Zoning Ordinance of the City of Clinton was published in the Clarion-Ledger on October 13, 2003; and

WHEREAS, a public hearing on the proposed amendment was held on October 28, 2002, at 7:00 o'clock P.M.; and,

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi is amended as follows:

AMENDMENT TO ZONING ORDINANCE

Section 2401 is hereby amended by adding the following section:

2401.03 – Jurisdiction

The City of Clinton Municipal Court shall have jurisdiction over all violations of the Zoning Ordinance, which occur within the limits of the City of Clinton. The Zoning Administrator and/or Building Official shall have jurisdiction to investigate, give notice, issue citations and prosecute violations of said ordinance.

This Ordinance shall be effective 30 days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 4th day of November, 2003.

A Motion for adoption was made by Alderman Balham and seconded by Alderman Hisaw. The foregoing ordinance having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Aldermen that the Ordinance be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or

rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted: yes

Alderman Hisaw voted: yes

Alderman Greer voted: yes

Alderman Brantley voted: yes

Alderman Fisher voted: no

Alderman Touchton voted: yes

Alderman Lott voted: yes

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

The foregoing ordinance was approved this the 4th day of November 2003.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

W. Derrick
WAYNE DERRICK, City Clerk

(S E A L)

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 4, 2003

Agenda Item No. 8

BOARD APPROVED

Consent Agenda: For:	To: Account No:	NOV 04 2003 CITY OF CLINTON
-------------------------	------------------------	---

Discussion/Action: Emergency Warning System	<i>Sole Source Provider</i>
Introduced by: Darrel McQuirter, Fire Chief <i>DM</i>	<i>Last Step in becoming a Storm Ready City</i>

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: *Brantley*

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

NOV 04 2003



QUOTATION
FEDERAL SIGNAL CORPORATION
Federal Warning Systems
 Sales: 800-548-7229
 Fax: 708-534-4855

CITY OF CLINTON

Quotation No.: FWS
102403113408
 Reference quote no. on your order

Contact Name: Chief Darrel McQuirter**Customer:** Clinton Fire Department - City of Clinton**Address:** 1234 Clinton Raymond Rd.**City:** Clinton**State:** MS**Country:** USA**Phone:** 601-925-1001**Zip:** 39056**email:** dmcquirter@cfcd.clintonms.org**Fax:**

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Federal Model/Part No.	Description	Weight	Total Weight Lbs	Unit Price	Total
1			Siren Control System				
2	11	2001SRNB	SIREN DC 128dB ROTATING	485	5335	\$6,084.00	\$66,924.00
3	11	DCFCTBDH	CNTRL^DIGITAL^146-174 MHz	237	2607	\$4,383.60	\$48,219.60
4	11	2001TRB	TRANS. RECTIFIER^ SIREN	170	1870	\$1,326.00	\$14,586.00
5	11	OMNI4	ANTENNA^152-156MHz^VHF BA	25	275	\$257.40	\$2,831.40
6	11	ES-INSTALL	TURNKEY INSTALLATION	-		\$3,700.00	\$40,700.00
7	1	SFCD25	SOFTWARE^PRGMNG^25 SITES	12	12	\$2,808.00	\$2,808.00
8	1	X-PC	DESKTOP PC WITH WIN2000 or XP	25	25	\$2,250.00	\$2,250.00
9	2	SS2000D	DIGITAL 2-WAY CNTRL^DESK M	6	12	\$2,340.00	\$4,680.00
10	2	ES-BASEINSTL	SS2000D Installation & Interface	-		\$850.00	\$1,700.00
11	44	ES-BATT	DELCO M24MF	-		\$80.00	\$3,520.00
12	4	DSA4	DIR.SPKR.ARRAY 4 SPKR.	170	680	\$1,560.00	\$6,240.00
13	2	DSAMK2	MTG.KIT^DIR.SPKR. 2 ARRAY	10	20	\$105.30	\$210.60
14	2	UVTDH	Elec. Cntrl & Batt Cab, Digital 2-way, High	128	256	\$3,939.00	\$7,878.00
15	4	UV400	400 Watt Amplifier	4	16	\$483.60	\$1,934.40
16	1	DVR	Digital Voice Programming	-		\$351.00	\$351.00
17	2	DV480	Digital Voice Chip - Eight Minute	2	4	\$292.50	\$585.00
18	2	OMNI4	ANTENNA^152-156MHz^VHF BA	25	50	\$257.40	\$514.80
19	4	ES-BATT	DELCO M24MF	-		\$80.00	\$320.00
20	2	ES-INSTALL	TURNKEY INSTALLATION	-		\$3,700.00	\$7,400.00
21	4	ES-SYSOPT	SYSTEM OPTIMIZATION	-		\$1,200.00	\$4,800.00
22	1	ES-TRAIN	TRAINING SESSIONS	-		\$1,200.00	\$1,200.00
23	40	I-H	HIGH BAND INFORMER	7	280	\$307.50	\$12,300.00
24	1	I-SW	SOFTWARE^INFORMER PROGRAM	7	7	\$175.00	\$175.00
25	1	ES-FREIGHT	SHIPPING FEES	-		\$2,871.80	\$2,871.80
				Total Weight: 11,449		Total:	\$234,999.60

Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 12 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation. Rock Clause, \$195.00 per hour plus equipment for removing any underground obstructions. Trenching is additional. Power Clause, bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

F.O.B.: University Park, IL**Delivery:** 6-8wks plus shipping**Terms:** Equipment - Net 30 Days

Services/Install - 90% Net 30 upon

Completion, 10% upon System Acceptance

Proposed By: Bill Caldwell**Address:** 60036 Birchwood Lane**City,State, Zip:** Amory, MS 38821**Country:** USA**Work Phone** 662-256-5017**Fax:** 662-256-5017 *51**Approved By:** John Von Thaden**Title:** Sales & Marketing Manager

Signature:

Purchase order MUST be made out to:**Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60466-3195**

TERMS

(1) **AGREEMENT AND LIMITATIONS.** The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller unless specifically agreed to by Seller in writing. Except as expressly stated in the sales contract, no reference to Buyer's purchase order or other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

(2) **TERMINATION OR MODIFICATION.** The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

(3) **PRICE AND PAYMENT.** Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$75.00.

(4) **RISK OF LOSS.** The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

(6) **DELIVERY.** Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

(7) **DEDUCTIONS AND RETURNS.** Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

(8) **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

(9) **LIMITED WARRANTY.** Federal Warning Systems, Federal Signal Corporation (Federal) warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years on parts replacement and two years on labor (One-year for Informers and all software products, five years on 2001SRNB siren head - top of the pole) from the date of delivery to the first user-purchaser. During this warranty period, the obligation of Federal is limited to repairing or replacing, as Federal may elect, any part or parts of such product which after examination by Federal discloses to be defective in material and/or workmanship. Federal will provide warranty for any unit which is delivered, transported prepaid, to the Federal factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. The Federal Signal Corporation warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries. This warranty does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units which have problems relating to service or modification at any facility other than the Federal factory or authorized warranty service centers. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FEDERAL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL OR WORKMANSHIP.

(10) **REMEDIES AND LIMITATIONS OF LIABILITY.** In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price thereof paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; war; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

(11) **PATENTS.** Seller shall hold Buyer harmless, to the extent herein provided, against any rightful claim of any third person by way of infringement of any United States Letters Patent by such goods as are of Seller's own manufacture, but if Buyer furnished specifications to Seller, Buyer shall hold Seller harmless against any infringement consisting of the use of goods manufactured by Seller as a part of any combination with goods manufactured by Buyer or others. In the event that any goods manufactured by Seller are in any suit held to constitute infringement and their use is enjoined, Seller, if unable within a reasonable time to secure for Buyer the right to continue using such goods, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such goods with non-infringing goods or modify such goods so that they become non-infringing, or accept the return of the enjoined goods and refund the purchase price thereof paid by Buyer less allowance for any period of actual use thereof. Except as in this paragraph provided, Seller makes no warranty that the goods will be delivered free of the rightful claim of any third person by way of infringement or the like and Buyer's remedies will be limited to those provided in this paragraph.

(12) **ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

(13) **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **INSTALLATION.** Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

(15) **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.



FEDERAL SIGNAL
Federal Warning Systems



September 3, 2003

Chief Darrel McQuirter
Clinton Fire Department
City of Clinton
1234 Clinton Raymond Rd.
Clinton, MS 39056

Dear Chief McQuirter:

Federal Signal Corporation is the sole manufacturer of the Federal Commander Digital system and the digital communications protocol, which is the foundation of our two-way status monitoring and control system. Federal Signal is the only publicly traded company (NYSE: FSS) and the only ISO9001:2000 certified manufacturer of outdoor warning equipment in the US. In addition, only Federal Signal offers the 2001SRNB, an electro-mechanical siren with more than 15 years and nearly 7,000 installations worldwide. Our electronic Siren Controller, UltraVoice is the only product in the market which utilizes Class D, pulse-width modulated amplifiers which result in more than 95% efficiency and allow for continuous use for public address or alert tone activation. Further, only Federal Signal manufacture's siren controllers which will operate with our two-way status monitoring and control system (Federal Commander Digital - SFCDWARE) software. Finally, only Federal Signal can offer the Informer Tone-Alert Radio with decode capability to operate as part of the Federal Signal Digital System. The resulting combining of these features provides a system solution unique in the market.

Federal Signal takes pride in being able to offer our customers new technology as we develop it and in this case, providing a complete turn-key system solution for your warning needs. We are confident that our solution provides exceptional value and the assurance of having a single point of contact for your entire system.

If I can answer any additional questions, or be of service in any way, please call me at the number below.

Sincerely,

John Von Thaden
Sales & Marketing Manager
Federal Warning Systems
Federal Signal Corporation
jvonthaden@fedsig.com

2645 Federal Signal Drive • University Park, Illinois 60466 • 708-534-3400 • fax 708-534-4855

2645 Federal Signal Drive • University Park, Illinois 60466-3195 • Phone: (708) 534-3400



FEDERAL SIGNAL CORPORATION
Federal Warning Systems

November 3, 2003

Chief Darrel McQuirter
Clinton Fire Department
City of Clinton
1234 Clinton Raymond Rd.
Clinton, MS 39056

Dear Chief McQuirter:

Federal Signal Corporation is the sole manufacturer of the proprietary Federal Commander Digital system and the digital communications protocol, which is the foundation of our two-way status monitoring and control system. This new system adds an additional 13 sirens to the three (3) existing Federal Signal Thunderbolt Sirens and will allow the entire system to be operated by the existing control system.

Only Federal Signal offers the 2001SRNB, an electro-mechanical siren with more than 15 years and nearly 7,000 installations worldwide. Further, only Federal Signal manufactures siren controllers capable of operating with our two-way status monitoring and control system (Federal Commander Digital - SFCDWARE) software. Our electronic Siren Controller, UltraVoice is the only product in the market which utilizes Class D, pulse-width modulated amplifiers which result in more than 95% efficiency and allow for continuous use for public address or alert tone activation.

Only Federal Signal can offer the Informer Tone-Alert Radio with decode capability to operate as part of the Federal Signal Digital System. The resulting combining of these features provides a system solution unique in the market.

Finally, Federal Signal is the only publicly traded company (NYSE: FSS) and the only ISO9001:2000 certified manufacturer of outdoor warning equipment in the US.

Federal Signal takes pride in being able to offer our customers new technology as we develop it and in this case, providing a complete turn-key system solution for your warning needs. We are confident that our solution provides exceptional value and the assurance of having a single point of contact for your entire system. If I can answer any additional questions, or be of service in any way, please call me at the number below.

Sincerely,

John Von Thaden
Sales & Marketing Manager
Federal Warning Systems
Federal Signal Corporation
jvonthaden@fedsig.com

CITY OF CLINTON

OUTDOOR WARNING SYSTEMS SIRENS PROPOSED LOCATIONS

Location and R.O.W.

1. Northside (80') @ Industrial Drive
2. Tinnin (60') @ Quail Hollow (55')
3. Arrow Dr. (85') near school
4. Magnolia n. of Northside (65') @ 1163 or 1205 Magnolia
5. Lindale (60') @ YMCA
6. Vernon (45') @ Dawson (45')
7. Speedway Trailer Park on west side of property on "Old Pit Road" (no ROW)
8. Clinton Raymond Rd. (80') @ Garaway Rd. (50')
9. Johnston Pl. (70') @ Woodchase Park (60')
10. Midway Rd. s. of Country Meadows near 1614 (east side of road) (80')
11. @ or near 303 Tulane (60'), Virginia (55')

ELECTRONIC SIRENS

Capital @ Madison (Old Fire Station)

Traceway Park

INFORMER LIST

1. City Hall 1
2. 2
3. Public Works 1
4. 2
5. Police
6. Parks & Rec
7. Library
8. Clinton Park
9. Northside Elementary
10. Eastside
11. Lovett Junior High
12. Sumner Hill
13. Clinton Junior High
14. Clinton High
15. Career Complex
16. Alternative
17. Administration
18. Bus barn
19. Maintenance
20. High School Athletic Department/Gym
21. Football stadium.
22. Mississippi College 1
23. 2
24. Mt Salus
25. Covenant Christian
26. Station #1
27. #2
28. #3
29. Extra 1 (EOC)
30. 2 (DOT)

Other Recommended Locations:

- Child Care Facilities
- Nursing Homes
- Retirement Facilities
- Sport Facilities (YMCA, Health Plex)

Make available for purchase:

- Industry
- Merchants
- Private Citizens



FEDERAL SIGNAL CORPORATION
Federal Warning Systems

**MEMORANDUM OF UNDERSTANDING
SIREN WARNING SYSTEM**

Federal Warning Systems of Federal Signal Corporation (hereinafter referred to as FWS) and the City of Clinton, Mississippi (Clinton) wish to enter into an agreement for the development and installation of a new Siren Warning System.

FWS Shall:

1. Provide a complete turn-key, installed siren warning system as defined in the specification, proposal and quotation.
2. Install and commission/optimize the system.
3. Provide training for administration and operation of the system.
4. Interface the two proposed SS2000D Encoders to the existing Radio Transceivers at the two control points.
5. Warrant the products per the specification.

Clinton Shall:

1. Select site selection and be responsible for any inspection or other fees associated with the installation.
2. Distribution and train users of Tone-Alert Radio Receivers.
3. Bring power to each site and connect to the FWS supplied AC Disconnect box.
4. Be Responsible for any fees for metering AC power at sites.

All other items shall be covered by the attached FWS terms and conditions, and the system specification.

Any issues or concerns that arise in implementing this Memorandum of Understanding should be brought to the immediate attention of management for FWS and/or Clinton to maintain the continuity of this Memorandum of Understanding/

John Von Thaden
Sales & Marketing Manager
Federal Warning Systems
Federal Signal Corporation

City of Clinton

Date

Date

clinton MOU

CITY OF CLINTON

OUTDOOR WARNING SYSTEMS SPECIFICATIONS

This specification contains the guidelines for the furnishing of 11 electro-mechanical rotating sirens and 2 electronic directional speaker arrays and associated controls, compatible with the current system, for the City of Clinton, MS. The system shall provide for two-way status monitoring and control from a minimum of two central control points utilizing a FSK (Digital) protocol. The system shall also include forty (40) Tone-Alert Radios capable of activating via the same digital communications protocol. The siren control system shall provide for computer-based Graphical User Interface (GUI). Each siren and corresponding controller shall meet the following basic requirements. Vendor shall supply a complete turn-key installation including all equipment, hardware, wiring & cable, along with installation, training and commissioning services necessary to insure a complete system.

1.0 BASIC REQUIREMENTS

All sirens shall have sufficient mechanical strength and sufficient torque to withstand and operate in winds of up to 100mph.

In compliance with **FEMA CPG 1-17 Outdoor Warning Systems Guide**, sirens shall not produce sound pressure level greater than **123dB** at ground level to prevent hearing damage.

Sirens and Controls shall operate in temperature ranges of -30 degrees C to +60 degrees C while batteries are maintained at -18 degrees C or higher. The effects of rain, ice, or snow shall not hinder operations.

Sirens and control units (including battery enclosures) shall be mounted on Class 2 wood utility poles. Sirens must be mounted a minimum 45 to 50 feet above ground level.

All Siren control units must be **UL Listed**, proof of proposed model listing shall be included with the proposal.

All exposed metal surfaces, unless aluminum or stainless steel, shall be properly finished with a polyester powder-coated paint designed to inhibit deterioration and corrosion due to the weather and sun.

All internal wiring for siren operation shall be permanently secured and protected from direct precipitation. All wiring entranceways to enclosures housing electronic equipment shall not preclude wall mounting.

To insure quality and consistency within manufacturing, the sirens and controllers shall be provided by an ISO 9001 Certified manufacturer.

The radios supplied with the system shall be Motorola CDM750, 4 channel, 12.5/25KHz spacing programmable.

The control unit must provide lightning and surge protection devices on the AC power input and the antenna connection to protect the unit from electrical surges.

3dB Gain, Omni-directional Antennas shall be provided for each siren site to insure communication between each siren site and both central control points.

Expedient and reliable parts and service must be available. A recommended spare parts inventory shall be provided.

Control units shall consist of enclosures suitable for outdoor installation. Enclosures housing electronic equipment shall be Aluminum grade 5052-H32 or better and shall be **NEMA 4X** rated. Fiberglass or painted steel cabinets will not be accepted. Cabinets for housing corrosive materials (i.e. storage batteries) shall not have common wall to any area housing electronic equipment for operation of sirens. Connections between cabinets must be sealed against the flow of air or battery gasses. Convenient mounting brackets shall be included for pole or wall mounting. Each cabinet shall be capable of being locked with a padlock.

The siren and control unit must have a programmable controller at each control unit site. This shall include features for on-site activation and battery testing.

Sensors shall be used in the siren to enable remote status monitoring of critical siren operating conditions. Critical siren operating conditions must be monitored and made available to the remote monitoring station. The minimum status conditions to be monitored are:

- AC Power Mains
- Cabinet Intrusion
- AC Voltage
- DC Voltage
- Battery Charger
- Tone Generator (electronic sirens)
- Amplifiers and Speakers (electronic sirens)
- Mode of Operation (Standby, Function 1, etc.)
- Siren Site Number
- Type of Siren

Changes in status must be automatically reported to the monitoring station unless the siren is activated. When activated, the siren will only respond when requested to report to minimize traffic in an emergency.

A means to check the status of the monitored items must be made available for use at the siren site by service personnel. All status conditions must be made readily available for the service technician.

2.0 GENERAL REQUIREMENTS

2.1 Electro-Mechanical Rotating Sirens and Controls

1. Warning sirens shall each produce a minimum of $128 \pm 1\text{dB(C)}$ single tone format at 100 feet. Tests by an independent laboratory must be submitted with this bid.
2. The siren shall provide 360 degree coverage via continuous rotation. Rotating speed shall not be less than 2.0 nor more than 4.0 revolutions per minute. Rotation speed must be constant and uniform and not vary in relation to signal type. Rotation shall be performed by a gear driven direct-drive motor which shall be fully sealed and require no maintenance.
3. Sirens must operate on both AC and DC power. The AC operation with battery backup must allow the siren to operate from a 220/240 VAC power source without the use of the batteries. During a power failure, an automatic switch-over to battery operation must occur to maintain the siren's normal operation.
4. Each siren must run on an automatic battery (**DC**) operated system consisting of (4) 12volt batteries for siren and radio operation. The battery (**DC**) power source shall be pole mounted. Batteries must be deep cycle and maintenance free. Original and replacement batteries must be readily available at local retail sales establishments.
5. Warning sirens shall comply with the **FEMA** Outdoor Warning Systems Guide, CPG1-17. This guide requires an **ATTACK** warning which is a 3 to 5 minute wavering tone, an **ATTENTION** or **ALERT** warning which is a 3 to 5 minute **Steady** signal. Once the **ALERT** signal attains a peak in frequency, the frequency of the signal shall not sweep or fluctuate.
6. The battery system shall have the capacity to provide continuous full power for a minimum of 15 minutes at a minimum of $128\text{dB(C)} \pm 1\text{dB(C)}$. Battery capacity shall be maintained by high quality regulated chargers. Each battery shall have an individual charger to minimize the effects caused by over/under charging. The charger shall be capable of recharging a set of fully discharged batteries within 12 hours. The control unit must have convenient terminals for connecting landline and radio activation lines.

2.2 Directional Speaker Arrays

1. The vendor shall supply electronic directional speaker arrays for alert tone and both live and digital voice messages at two locations. Each siren shall be rated at no less than 117dB(C) at 100ft and shall provide for a minimum of 70dB(C) coverage for the entire campus area from the bibber proposed pole location.
2. The siren signal strength shall provide a 70-degree horizontal angle of dispersion and be capable of providing a minimum of 70dB(C) coverage for areas defined by the attached maps. The speaker's frequency response shall be uniform from 300-4000Hz to insure excellent voice reproduction.

3. The speaker array shall be composed of fiberglass re-entrant speaker array projectors mounted on a vertical support structure for easy pole mounting. The vertical support structure shall consist of an aluminum structure with stainless steel mounting hardware and one - 100 watt driver per re-entrant speaker. The drivers shall be located to allow for easy replacement through a convenient access panel without any disassembly of the siren unit. The support structure shall be constructed of aluminum and coated with a polyester powder coat paint to insure long life and protection for corrosion.
4. A minimum of 40' of speaker cable must be included with the siren. Cable must be weather/solar resistant.

2.3 Electronic Controller Specifications

The electronic siren control must be battery operated and use programmable tone generators and modular amplifiers capable of clear undistorted voice and warning tone reproduction. The design must minimize wiring and simplify component removal and installation. The control must allow for various power level configurations with common parts between each configuration.

2.3.1 Tone Generation / Digitally Recorded and Live Voice

The tone generator must be microprocessor controlled. It must be stable in frequency and tone duration to within <1% over the rated temperature range. It must be capable of generating tones in the range of 300 - 1500 Hz.

Warning tones must be user programmable. The vendor must provide all software necessary for programming. At least 7 warning tones shall be available to satisfy current and future warning requirements. Tone durations must be programmable from 1 second to 10 minutes.

Optional digitally stored voice messages must be available. Message lengths shall be a minimum of four - one minute messages or 16 messages of 15sec. length. The bandwidth of digital voice messages must be at least 3KHz. A volume control must be available to enable separate levels for live local P.A. and digitally recorded messages.

To simplify activation in an emergency, it must be possible to program warning scenarios into predefined functions such that a combination of separate functions may be controlled sequentially by the activation of only one command. A minimum of 10 sequential functions must be programmable to enable custom warning scenarios to be developed. Programming software must be provided.

Example: Function 1 = (1) 10 sec. STEADY... (2) DIGITAL MESSAGE 1...
... (3) 10 sec. STEADY... (4) DIGITAL MESSAGE 3..
... (5) 10 sec. STEADY... (6) DIGITAL MESSAGE 5..
....etc..... (10) CANCEL

A local microphone input must be provided with a separate volume control.

2.3.2 Amplifiers

To ensure clear voice and tone reproduction, the amplifier output must be uniform to within $\pm 3\text{dB}$ over the 300 - 3000Hz range. Distortion must be less than 3%.

The amplifier must be able to be run a siren tone continuously for 30 minutes without damage.

The amplifiers must be modular for easy replacement. It must be possible to remove and install an amplifier without removing power.

The amplifiers must incorporate protection circuitry to protect against short circuit and over temperature conditions. Protection circuitry must reset when the fault is removed.

Indicators must be provided for detection of:

1. Power
2. Audio
3. Speaker Load
4. Over Temperature
5. Power Limiting
6. Shorted Load

2.3.3 Zoning

A zoning function must be available to enable the control of individual amplifiers. This feature will be used to selectively activate indoor speakers in separate building areas. At least six zones must be available.

A low power mode must be available to enable testing siren functions at low volume. Siren tones must ramp up in volume at startup to allow people working in close proximity a chance to take action to avoid hearing damage. The ramp must start below 5 watts power output and not reach full power for at least 5 seconds.

A dynamic power mode must be available to enable programming of siren functions from 0 to -20dB from full power to easily adjust sound output at various times of the day or evening.

2.3.4 Battery and Charging System

Batteries

The batteries must be locally available, sealed and maintenance free. The vendor shall specify the type of battery to be purchased.

Batteries must provide enough power for 30 minutes of continuous operation. Without charge, the batteries must be able to back up the siren for at least 10 days with enough reserve for a 5 minute activation at the end of 10 days.

Charger

Specifications:

Operating Voltage:	120 or 240 VAC $\pm 20\%$, 50-60 Hz.
AC Current Draw:	5A AC max.
Current Output:	8-10 A DC min.
Protection:	Short circuit and over voltage

The chargers must be certified by an independent agency to meet safety standards for fire & shock. The charger must not cause radio interference.

2.3.5 Local Diagnostics

Local diagnostic indications must be available. The following minimum indications must be provided:

1. Computer Clock - LED should blink showing that microprocessor is working
2. Signal Line(s) Active
3. P.A. Active
4. RS232 ports are operational – both receive and transmit (if applicable.)
5. Radio Carrier Detect (if applicable.)
6. Amplifier Active
7. Amplifier Fault(s)

A low power mode must be available to test each siren function using the amplifiers and speakers at a low level (below five watts).

A quiet test function must be provided to test the amplifiers and drivers at a frequency above the human hearing range. The status of this test must be easy to access within the siren controller.

2.3.6 Control Options

At least seven siren functions and CANCEL must be controllable using both:

1. Local push-button controls, 2. Remote contact closure inputs.

All possible siren functions including the seven functions, 16 possible stored voice messages and broadcast P.A. functions must be available via:

1. RS232 Port, 2. 600 wireline port, 3. Radio port;

to allow the siren to be interfaced to existing and future type of control and status monitoring systems.

All activation codes must be programmable using a Windows®-Based programming. Programming software must be provided.

2.3.7 Relay Output

A 15 amp DC fused relay contact closure output must be available. This relay must close whenever a siren function is active. An LED indicator must light whenever the relay contact is closed. Provisions must be made to allow the main siren power through the relay if required.

D. Bidders shall include the following details for the system installation:

1. Type of cable
2. Number of conductors and wire size
3. Method of connection
4. Size of recommended conduit

3.0 CENTRAL CONTROL STATION

The **CENTRAL CONTROL STATION** shall consist of a **Status Encoder** that is capable of activating the siren sites individually, in groups or on an All Call basis. It shall use a FSK code format. It shall have a 4-line backlight LCD display and 18 user programmable function "hot" keys.

The Status Encoder shall be capable of receiving status information from the remote sites after any test or emergency activation. It shall be capable of performing automatic quiet test diagnostics at preset intervals.

The Status Encoder shall have a minimum of 4 LED's to indicate the status of the printer, RF carrier defect, key press, and a spare function. It shall have a key lock to secure the controller's keypad.

The bidder shall supply a printer that will print information gathered by the Status Encoder. It shall be able to be connected to the Status Encoder through a parallel data port.

The status encoder shall act as an interface between the radio communication system and a computer with Windows operating systems 95/98, 2000, NT or XP which will be equipped with a graphical software package that will allow the operator to perform the following functions:

- Control the entire system by use of a graphic user interface from the central control.

- Display detailed site maps with the siren sites represented by colored icons.
- Allow users to add a minimum of 16 map views and add siren site icons to each map.
- Report siren status, poll sirens and activate the system from the Map screen.
- Provide the ability to activate individual, zone or all sirens within the system.
- Provide complete status detail of each siren site by clicking the corresponding colored icon on the map screen.
- Program and read from all of the remote sites from the central control point(s) to eliminate the need to visit sites for reprogramming.
- Provide FSK digital encryption to secure against spurious or mischievous activation. Provide for optional user-configurable additional security measures definable for individual sites.
- Use a 32 bit operating system designed for Windows95/98, 2000, NT or XP versions and meet standard operating criteria of new computer systems.
- Provide full status reports on Remote site Parameters, System log entries, Activation records and configuration and RTU status. The software shall include a database configurator to allow the administrator to generate reports based on multiple or a single criteria point. These reports shall be capable of being viewed within the software, printed, or exported for manipulation within a standard database software package such as Microsoft Excel or Microsoft Access.
- Provide a minimum of 20 user configurable hotkeys for fast and accurate activation
- Provide multiple password securing to control access to activation, configuration, and hotkey control.
- Provide a demo mode which eliminate the risk of activation while training, but still allows users to poll the system and/or receive automatic change in status reports.
- Provide for at least three user configurable events, which can be automatically scheduled daily, weekly or monthly. These events allow the user to program automatic monthly activation tests; daily, weekly or monthly quiet tests, and/or other regularly scheduled events.

-Provide a customer defined automatic sequential call-out list of up to 10 numbers that will be called in the event of a change in status – or alarm function. The system should also allow users to call-in to the system to hear and respond to change in status reports.

4.0 TONE-ALERT RADIOS

The Tone Alert Radio (TAR) offered to meet this specification must be capable of simultaneously decoding multiple formats (single-tone, two-tone, DTMF, and Digital).

The TAR must be a robust radio receiver with a loudspeaker output designed specifically for warning applications. The unit must be capable of both wall mounting or sitting on a desktop and must include a rubber duck antenna that can be removed for connection to an outside antenna. The TAR must have a battery and charger to provide reliable operation even in the event of an AC power failure.

The TAR must be programmable with up to four separate warning tones plus a channel monitor function for live PA announcements. Two programmable relay outputs and a 600-ohm audio output must also be available. These outputs must be capable of controlling other equipment such as a strobe light for warning the hearing impaired or to tie into external PA systems.

The TAR must be capable of supporting up to four separate RF channels. The channels must be easily selected from the keypad.

The TAR must be completely programmable over a built in RS232 port from an easy to use Windows-based software program. All data must stored in non-volatile FLASH and EE memory. Using this technology, both the application software and the user specific configuration data must be capable of being updated over the serial port without the need to disassemble the unit or burn IC chips.

TAR SPECIFICATIONS

1. This specification is for a Quantity of forty (40) Tone-Alert Radios
2. The Radio must support up to six activation codes include simultaneous decode capability of single-tone, two-tone, DTMF and a digital FSK protocol.
3. The Radio must be available in VHF Low Band (33-50Mhz), VHF High Band (150-174Mhz), and UHF (450-470Mhz) frequencies. The radio receiver must be field tunable across the entire band.
4. The Radio must be field programmable via a Windows based software program which allows configuration of radio frequency, Alert Codes, Tone and Digital coded squelch, Test LED, Speaker Timing, Audible Alarms, Monitor options, Relay Output, and Relay Timing.

5. The Radio must include two independently operated and programmable SPDT relays capable of controlling external devices rated up to 5amps @ 30VDC.
6. The Radio must also include a 600-Ohm adjustable balanced audio output capable of tying the radio into an existing PA system or other externally amplified speaker systems.
7. The Radio must be capable of producing a minimum sound pressure output of 85dB @ 10ft and should have the capability of adjusting the voice messaging volume from a high of 85dB to a low of 55dB at 10ft. The end-user should not be capable of disabling the speaker output.
8. Minimum of four standard alert tones (Steady, Beep, Hi-Lo, and Warble)
9. The Tone-Alert Radio must operate from a 120VAC UL certified wall transformer and include a sealed lead-acid battery backup equal to 1½ hours of full alert tone sounding. The unit must include a continuous trickle charger and a low-battery cut-off to protect the battery. During a power failure, an automatic switch-over to battery operation must occur to maintain the Tone-Alert Radio's normal operation. Original and replacement batteries must be readily available from standard industrial suppliers.
10. The Radio must comply with all applicable government regulatory specifications, and be third-party listed to UL 1492 and must also comply with FCC Title 47, Part 15B.
11. Manufacturer must be ISO 9001 Certified
12. Parts and service must be expedient and reliable.
13. The TAR must meet the following minimum Radio Specifications:

- **Antenna Impedance** 50 Ohms, +/- 10 Ohms
- **Antenna Type** Rubber duck with swivel BNC connector

Frequency Range (MHz)	150 – 174
Intermodulation Rejection per EIA-603, part 4.1.9	≥ -70
Adjacent Channel Selectivity per EIA-603, part 4.1.6	≥ -70
Spurious Response & Image Rejection (dBm) per EIA-603, part 4.1.8	≥ -70
Frequency spread allowable without re-tuning (MHz)	+/-1.5

- **Sensitivity - 12dB SINAD** ≤ .35 μ for 12dB SINAD per EIA-603, part 4.1.4

- **Decode Sensitivity** $\leq 0.5 \mu V$
- **Operating Current** $< 100 \text{ mA}$. Standby; $< 400 \text{ mA}$. Max.
- **Battery Capacity** Internal sealed Lead-Acid, capable of running for 6 hours in standby mode w/ 15 minutes of each hour generating siren beep audio at rated audio output, (Based on Pulsed Tone audio). Low voltage cutoff set to $5.38 \text{ VDC} \pm 0.1 \text{ VDC}$.
- **Operating Voltage** 8 to 15 VDC, Unit supplied with a 9 VDC, 500 mA. wall transformer with a 120 VAC, 60 Hz primary Center terminal is positive (+) on the DC connector.
- **Hum and Noise** -37dB when unsquelched, -57dB squelched relative to full quieting signal w/ 1 kHz tone @ 3 kHz deviation @ rated audio out per EIA-603, part 4.1.11
- **Audio Output** 1 Watt into 8 ohms
- **Audio Distortion** $< 5\%$ @ 85dB output, w/1 kHz tone.
- **Audio Sensitivity** $\leq 30\%$ of nominal system deviation (1.5 kHz minimum deviation to produce 85dB audio output level w/ volume control @ full per EIA-603, part 4.1.1.7)
- **Electromagnetic Interference** Compliant w/ FCC Title 47, Part 15B

TAR OPERATION

1. Monitoring

The TAR must be capable of being programmed to monitor the a VHF High band radio frequency TBD.

Pushing the **MONITOR** button will place the TAR in monitor mode and allow the end-user to begin listening to the programmed channel. If multiple RF channels have been programmed into the TAR, the TAR will beep once for each channel number when the **MONITOR** button is pressed. For example, the first time the **MONITOR** button is pressed the TAR will beep once for channel 1. The second time it is pressed, it will beep twice for channel 2, etc.

The TAR must emit a short tone to alert the user after a valid **ALERT** message is received. The speaker must open up to allow a voice announcement to be heard.

To discontinue monitoring and place the unit in standby mode, the end-user presses the **RESET** button on the TAR. While in standby, the TAR will not be heard but will continue to monitor the selected radio channel for emergency broadcasts.

2. Receiving an Alert Message

Whenever the TAR receives a valid **ALERT** Message, the Red **ALERT** LED must flash and sound the programmed alert tone. The TAR must enter Monitor mode to enable the user to hear radio traffic over the TAR. The length of the tone and automatic Monitor mode reset must be programmable.

The TAR must receive ALL properly addressed **ALERT** messages sent over the radio whether the TAR is in Monitor mode or standby mode.

The TAR must automatically reset and return to standby when the control center sends a **CANCEL** command or after a default timeout. The Red **ALERT** LED must remain lit until you press the **RESET** button to acknowledge the alert.

3. Receiving a Test Message

If the TAR has been programmed with a **TEST** function, the yellow **TEST** LED must light steady whenever a Test Message has been received. This light must remain on until the **RESET** button is pressed.

4. Volume Control

The TAR must offer the ability to control the sound volume of voice messages heard over the TAR speaker. The Alert beep volume should not be adjustable. The TAR should include **VOLUME** ↑ and **VOLUME** ↓ buttons for increasing or decreasing the volume. Holding down either arrow should allow the end-user to "scroll" to the highest or lowest volume levels.

Holding down the **MONITOR** button for over 5 seconds should open up the radio squelch and allow noise to be heard over the speaker if no radio traffic is present. The **RESET** button should return the TAR to standby.

5. Tone-Alert Radio Failure

In the event of unit failure, the yellow **TEST** LED light must flash once per second and the unit must emit a beep every 30 seconds to inform the user of the failure mode.

5.0 INSTALLATION

The bidder shall include complete installation of the system in their proposal (except for TARs, which the city intends to distribute). Upon completion of the installation, the siren system manufacturer shall commission the system by inspecting the system for correct installation, checking all system components and performing a system test.

6.0 SYSTEM SUPPORT

The bidder shall provide the capability of remotely accessing the system from the bidder's facility in order to troubleshoot system operation, assist in software system configuration, or for downloading upgraded software.

7.0 DOCUMENTATION

Complete installation, operation and maintenance manuals must be provided for the sirens. The manuals must contain replacement part numbers with drawings or pictures showing part locations. Each siren must have a manual inside the control cabinet for service personnel.

8.0 SPARE PARTS

A recommended spare parts list must be submitted including each main active component.

9.0 WARRANTY

All equipment shall be covered by a warranty of at least two (2) years parts replacement and two (2) years labor for material and manufacturing defects, when adequately maintained in accordance with published maintenance manuals. In addition, the electro-mechanical rotating siren (top of the pole) shall be warranted for a period of at least five (5) years from the date of installation.

The seller must warrant the Tone-Alert Radio from the date of receipt for a period of not less than one (1) years for defects in electrical components, and mechanical components when adequately maintained in accordance with instructions.

10.0 PAYMENT

Payment for equipment and service shall be as follows:

- Equipment: Net 30 days upon receipt

Turnkey Terms:

- 90% of Services Due Net 30 Upon Completion
- 10% of Services Due Net 30 Upon Customer Acceptance

11.0 INTENTIONS

These specifications are not intended to include any proprietary items, components, circuits, or devices that would preclude any outdoor warning siren manufacturer from producing equipment to meet these specifications. All ratings, power outputs, and specific criteria are currently being met by commercially available equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications, providing the above criteria is met, will not be sufficient cause to adjudge these specifications as restrictive.

12.0 EXCEPTIONS

Bidders must note any exception to the specifications and indicate those specific exceptions to the bid in a letter accompanying the bid at the time of the bid opening.

13.0 RESERVATION OF RIGHTS

The city reserves the right to reject any or all bids and to waive any formalities or technicalities in any bid received without explanation.

9/03

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 4, 2003

AGENDA ITEM NO. 9

BOARD APPROVED

CONSENT AGENDA:

TO:

NOV 04 2003

FOR:

ACCT. NO:

CITY OF CLINTON

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution _____

Invoice _____
Plans, Maps _____
Contract _____

Other _____

DISCUSSION/ACTION: Clinton Public School/Public Works Land Acquisition and Construction of Arrow Drive

Extension

Introduced by: Ken Dreher, City Attorney

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

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

Motion by Alderman _____, seconded by Alderman _____, to authorize the Mayor to enter into the agreement with Clinton Public Schools as set out in the Resolution adopted by Clinton Public Schools at its September, 2003 meeting. A copy of the Resolution is attached to these minutes. In addition, said agreement shall provide for a 0.75 acre permanent right of way as described in the legal description attached to these minutes referred to as R.O.W. description.

NOV 04 2003

**RESOLUTION DECLARING SURPLUS CERTAIN PROPERTY AND
AUTHORIZING THE SWAP OF THAT PROPERTY TO THE CITY OF
CLINTON IN EXCHANGE FOR ROAD CONSTRUCTION**

CITY OF CLINTON

WHEREAS, the Clinton Public School District (the "District") is the owner of property ("Property") more particularly described on Exhibit A;

WHEREAS, the Property is no longer needed for school or related purposes and is not to be used in the operation of the schools of the District;

WHEREAS, the sale of the Property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the District;

WHEREAS, the District has received a request from the City of Clinton Board of Alderman (the "City"), to swap the property in exchange for the City constructing a road for the District;

WHEREAS, the City of Clinton, a municipality in the State of Mississippi, acting through its Board of Alderman, must construct a Public Works Facility;

WHEREAS, the City wishes to construct the Public Works Facility on this Property owned by the District;

WHEREAS, the District needs to extend Arrow Drive, located at Clinton High School, from its current ending point to Cynthia Drive, located in Clinton, Mississippi. The proposed extension is attached as Exhibit B. The distance is approximately .6 miles. Preliminary research provided to the District by the City shows that construction costs for such a road are estimated to be \$1.2 million. Once constructed, the City would maintain the extension of Arrow Drive;

WHEREAS, the District does not have access to federal and or state funds for construction of roads as does the City of Clinton.

WHEREAS, the Property is valued by an appraiser at approximately \$268,000;

WHEREAS, the City of Clinton has proposed that it will obtain approximately 80% of the funds to construct the \$1.2 million extension of the road from grant money for which the City is an eligible applicant. The other 20% will be matched by the City of Clinton. The City has satisfied the District that the match for its 20% plus the benefits to the District for infrastructure improvements to be made by the City on the Property will exceed \$268,000, the amount that the City would have paid the District for this Property;

WHEREAS, in order for the City to construct the extension of Arrow Drive, the District will need to convey a Right of Way ("Right of Way") to the City across its land behind Clinton High School. The Right of Way is attached as Exhibit C.

WHEREAS, the City of Clinton has agreed that should it not substantially complete construction within five years of the date of this Resolution, it will reimburse the School District for the appraised value of the land in five years or the appraised value of the land at this time, whichever is greater.

NOW, THEREFORE, the Board of Trustees (the "Board") of the Clinton Public School District hereby finds, determines and adjudicates as follows:

1. The Property described on Exhibit A is hereby declared surplus and no longer needed for school or related purposes and is not to be used in the operation of the schools of the District.
2. The sale of the Property described on Exhibit A in the manner otherwise provided by law is not necessary or desirable for financial welfare of the District.
3. The District needs to have Arrow Drive extended to intersect Cynthia Drive. For such construction to occur, the District would have to grant the Right of Way described on Exhibit C.
4. Pursuant to Miss. Code Ann. Section 37-7-473, the authorized persons to which school land, buildings, property and related facilities may be sold, conveyed, leased or otherwise disposed of include any group of persons, any association, club or corporation or any county, municipality or other political subdivision. The District hereby finds, determines and adjudicates that the City of Clinton acting through its Board of Alderman is an authorized person to which surplus District property may be sold, conveyed, leased or otherwise disposed of pursuant to Sections 37-7-471 through 37-7-483 of the Miss. Code of 1972, as amended.
5. Pursuant to Miss. Code Ann. Section 37-7-473, the authorized uses for which school land, buildings, property and related facilities may be sold, conveyed, leased or otherwise disposed of include: (1) use as a community, civic, recreational or youth center, (2) use by any county or district fair association in connection with its activities, (3) use for church purposes, (4) use as a library or other public building, (5) use as a factory or otherwise in connection with an industrial enterprise, or (6) use for any similar or related purpose or activity (collectively, the "Authorized Uses"). The Board of Trustees of the Clinton Public School District hereby finds, determines and adjudicates that the proposed use(s) of the Property by City of Clinton, namely, to construct and build a Public Works Facility for residents of the City of Clinton (the "Authorized Purposes"), is a public building project similar or related in activity or purpose to use as a public building, and constitutes an Authorizes Use pursuant to Miss. Code Ann. Section 37-7-473. The Board of Trustees of the Clinton Public School District hereby finds, determines and adjudicates that the proposed use(s) of the Right of Way by the City of Clinton, namely to construct and build the extension of Arrow Drive, is a public building project similar or related in activity or purpose to the enumerated Authorized Use(s) and constitutes an Authorized Use pursuant to Miss. Code Ann. Section 37-7-473.

6. The use of the Property by City of Clinton acting through its Board of Alderman for the Authorized Purposes is hereby approved, and will promote and foster the development and improvement of the City of Clinton community and the civic, social, educational, cultural, moral, economic or industrial welfare thereof.

7. In consideration of all the foregoing, the Board hereby approves and authorizes the swap of the Property described on Exhibit A to the City of Clinton and in return as payment for the property, the City of Clinton shall oversee and construct the extension of Arrow Drive all the way to the nearest road which is determined to be Cynthia Road. The City of Clinton would then be responsible for maintaining the extension of Arrow Drive after completion. Should the City of Clinton fail to complete the construction of the road within five years from the date of this Resolution, the City of Clinton shall pay the District the fair market value of the Property which is \$268,000 or the appraised value in five years, whichever is greater. Additionally, the District will grant the City a Right of Way across the land it currently owns behind Clinton High School in order that the City may construct the extension of Arrow Drive.

8. Provided, however, as required by Miss. Code Ann. Section 37-7-477, such conveyance of Property and grant of Right of Way shall be subject to: (1) City of Clinton using the Property described on Exhibits A and C for the Authorized Purposes; (2) City of Clinton shall maintain the Property described on Exhibits A and C in a good state of upkeep, reasonable wear and tear excepted; and (3) to the extent practicable City of Clinton shall keep the Property described on Exhibit A insured in a reasonable amount against loss by fire, windstorm and other hazards. In the event that City of Clinton should (1) cease to use the Property described on Exhibits A and C for the Authorized Purposes, (2) fail to keep the Property described on Exhibits A and C in a good state of upkeep, reasonable wear and tear excepted, or (3) to the extent practicable fail to keep the Property described on Exhibit A insured in a reasonable amount against loss by fire, windstorm and other hazards, the District may retake possession of the Property described on Exhibits A and C and the Property described on Exhibits A and C shall revert to the District and be terminated without further action from the Board of Alderman of the City of Clinton

9. The Board of Trustees of the Clinton Public School District hereby authorizes the President and Secretary of the Board to execute any documents, including a deed or other instruments, necessary or appropriate to convey the Property on Exhibit A and the Right of Way on Exhibit C to the City of Clinton, such documents to be in such form consistent with the terms and conditions of this Resolution as may be approved by the Board President and Secretary, such approval evidenced by their execution thereof.

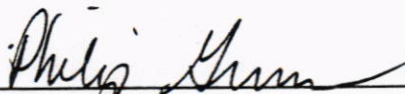
Upon motion by John McKee, seconded by Dennis Dyse,
and the question being put to a roll call vote, the result was as follows:

Board Member Philip Gunn
Board Member Denotris Jackson
Board Member Nancy Perry
Board Member Dennis Dyse
Board Member John McKee

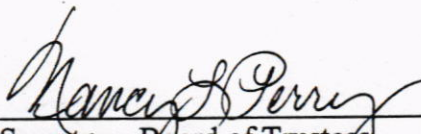
Voted: Aye
Voted: Aye
Voted: Absent
Voted: Aye
Voted: Aye

The resolution having received the affirmative vote of a majority of the Board members at a meeting at which a quorum was present, the resolution was passed and declared effective on the 9th day of September, 2003.

CLINTON PUBLIC SCHOOL DISTRICT

BY: 
President, Board of Trustees

Attest:


Secretary, Board of Trustees

R.D.W. DESCRIPTION

Commencing at the Southeast Corner of Lot C-8 of Spanish Oaks of Trailwood, Part 1 as recorded in Plat Cabinet C at Slide 159 of the Hinds County Chancery Clerk's Office, City of Jackson and also being located in the South Half (S1/2) of Section 32, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi, said point representing by a 1/2" iron rebar found on the west right-of-way of Springridge Road and thence run North 01 degrees 32 minutes 40 seconds East, along said right-of-way, a distance of 14.74 feet to a point on said right-of-way; thence leave said right-of-way and run North 89 degrees 58 minutes 56 seconds East a distance of 80.00 feet to a 3/8" iron rebar set on the east right-of-way line of said road and also being the True Point of Beginning of the tract herein described:

From the True Point of Beginning thence run North 01 degrees 32 minutes 40 seconds East, along said right-of-way, a distance of 60.00 feet to a 3/8" iron rebar set; thence leave said right-of-way line and run North 89 degrees 58 minutes 56 seconds East a distance of 543.88 feet to a 3/8" iron rebar set; thence run South 00 degrees 01 minutes 04 seconds East a distance of 60.00 feet to a 3/8" iron rebar set on the north line of above described Parcel A; thence run South 89 degrees 58 minutes 56 seconds West a distance of 545.51 back to the True Point of Beginning, said tract containing 0.75 acres, more or less.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

NOV 04 2003

Board Meeting Date: November 4, 2003__ Agenda Item No. 17

CITY OF CLINTON

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: Award of Bid for Clinton Parkway/Cynthia Street Traffic Signal Installation and Geometric Improvements	
Introduced by: Richard L. Broome, City Engineer	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Touchton
Seconded by: Brabham

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

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

City of Clinton
Clinton Parkway/ Cynthia Street
Traffic Signal Installation and Geometric Improvements

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON

American Field Service Corp.
110 American Way
Madison, MS 39110

Item No.	Description	Price
1	Base Bid Amount	\$182,385.00
2	Deduct for No Bricks	\$4,800.00

This is a certified bid tabulation of bids received and opened at 10 a.m. on
October 21, 2003 for the City of Clinton.

Richard L. Broome 10/22/03
Richard L. Broome, P.E.



BOARD APPROVED

NOV 04 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 4, 2003__ Agenda Item No. 11

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: <u>Change Order #2</u> to Southside Water Well – Contract #1 for <u>42</u> <u>additional days</u> – No change in contract amount.	
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: Touchton
Seconded by: Lott

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

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

CONTRACT CHANGE ORDER

BOARD APPROVED

NOV 04 2003

OWNER: CITY OF CLINTON

CONTRACTOR: LAYNE CENTRAL A DIVISION OF LAYNE CHRISTENSEN COMPANY

LOAN NUMBER: DWI H280088-01

PROJECT NAME: 2002 SRF WATER IMPROVEMENTS - 1000 gpm Water Well

CITY OF CLINTON

CHANGE ORDER NUMBER: 2 CONTRACT NUMBER: 1 REASON FOR CHANGE: ADDITION OF TIME DUE TO ADDITION OF TRANSFER SWITCH FOR EMERGENCY GENERATOR

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

ITEM NUMBER	DESCRIPTION OF CHANGE(S)	ORIGINAL COST		REVISED CONTRACT COST	
		Total	Eligible	Total	Eligible

TOTAL CONTRACT CHANGE	\$73,115.00	\$73,115.00
ORIGINAL CONTRACT AMOUNT:	\$320,064.00	\$320,064.00
CURRENT CONTRACT AMOUNT:	\$413,198.00	\$413,198.00
THIS CONTRACT CHANGE:	\$ 0	\$ 0
REVISED CONTRACT AMOUNT:	\$413,198.00	\$413,198.00
CURRENT CONTRACT COMPLETION DATE:	October 6, 2003	October 6, 2003
TIME EXTENSION REQUIRED BY CHANGE	42 DAYS	42 DAYS
REVISED CONTRACT COMPLETION DATE:	November 17, 2003	November 17, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY:


(ENGINEER)

10/21/03
(DATE)

ACCEPTED BY:


(CONTRACTOR)

10-22-03
(DATE)

ORDERED BY:

(OWNER)

(DATE)

APPROVED BY:

(MSDH REPRESENTATIVE)

(APPROVAL LETTER DATE)

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 4, 2003__ Agenda Item No. 12.a

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: Resolution Protecting Individuals Engaged in Non-Violent Civil Rights Demonstrations for CDBG Project Number 1120-03-147-ED-01.

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: _____

Seconded by: _____

Hisaw
Greer

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

X

Hisaw

X

Greer

X

Brantley

X

Fisher

X

Touchton

X

Lott

X

Mayor Aultman

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

NOV 04 2003

**RESOLUTION
PROTECTING INDIVIDUALS ENGAGED
IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS
CDBG PROJECT NUMBER 1120-03-147-ED-01**

CITY OF CLINTON

WHEREAS, from time to time, the City of Clinton receives federal funds from the United States Department of Housing and Urban Development (HUD) through the Mississippi Development Authority, Community Services Division and

WHEREAS, the Mississippi Development Authority has advised the City of Clinton that it is a requirement of Community Development Block Grant recipients to comply with Public Law 104 144 by adopting and enforcing a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

WHEREAS, the City of Clinton, deems it in the best interest of the citizens of the City to comply with such grant requirements.

NOW, THEREFORE, BE IT RESOLVED by the City of Clinton that the foregoing policy be adopted and enforced:

The City of Clinton hereby prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

RESOLVED this the ____ day of _____, 2003.

CITY OF CLINTON, MS

Attest:

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 4, 2003__ Agenda Item No. 12.b.

Consent Agenda: _____ To: _____

For: _____

Account No. _____

Discussion/Action: Fair Housing Resolution for Community Development Block Grant Project Number 1120-03-147-ED-01.

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: _____

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

BOARD APPROVED

NOV 04 2003

**FAIR HOUSING RESOLUTION
COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROJECT NUMBER 1120-03-147-ED-01**

CITY OF CLINTON

WHEREAS, the City of Clinton has applied for and received grant funds under the Community Development Block Grant Program from the Mississippi Development Authority; and

WHEREAS, the rules and regulations governing the Community Development Block Grant Program require that grant recipients recognize and adhere to Title VIII of the Civil Rights Act of 1968 (The Federal Fair Housing Act) and the Fair Housing Amendment, Act of 1988, and

WHEREAS, the aforementioned Acts provide for equal opportunity for all Americans in the sale, rental and financing of housing and prohibit housing discrimination on the basis of race, color, religion, sex, age, national origin, or handicap; and,

WHEREAS, the City of Clinton recognize the existence of the Federal Fair Housing Acts and desires to adhere to the requirements and provisions of the Acts,

NOW, THEREFORE, BE IT RESOLVED by the City of Clinton, that:

The City of Clinton fully supports the intent and purpose of the Federal Fair Housing Act and urges all citizens and institutions, public and private to fully support the Federal Fair Housing Acts.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____ and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

RESOLVED this the ____ day of _____, 2003.

CITY OF CLINTON, MS

Attest:

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 4, 2003__ Agenda Item No. 12.c.

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: Resolution Encouraging Minority Business Enterprises and Women Business Enterprises (MBE/WBE) for CDBG Project Number 1120-03-147-ED-01.	
Introduced by: Richard L. Broome, City Engineer	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

<u>Board Action:</u>	Motion made by: _____
	Seconded by: _____

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

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

NOV 04 2003

**RESOLUTION
ENCOURAGING MINORITY BUSINESS ENTERPRISES AND
WOMEN BUSINESS ENTERPRISES (MBE/WBE)
CDBG PROJECT NUMBER 1120-03-147-ED-01**

CITY OF CLINTON

WHEREAS, from time to time, the City of Clinton receives funds from the Mississippi Development Authority, Community Services Division; and

WHEREAS, the Mississippi Development Authority has advised the City of Clinton that it is a requirement of Community Development Block Grant recipients to adopt and enforce a policy to encourage minority business enterprises and women business enterprises participation in the Community Development Block Grant Program; and

WHEREAS, the City of Clinton, deems it in the best interest of the citizens of the City to comply with such grant requirements.

NOW, THEREFORE, BE IT RESOLVED by the City of Clinton that the foregoing policy be adopted and enforced:

The City of Clinton hereby promotes the participation of minority business enterprises and women business enterprises in the Community Development Block Grant Program.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

RESOLVED this the _____ day of _____, 2003.

CITY OF CLINTON, MS

Attest:

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 4, 2003__ Agenda Item No. 12.d.

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: Resolution Endorsing Civil Right Laws and Executive Orders Applicable to the Community Development Block Grant Program for CDBG Project Number 1120-03-147-ED-01.	
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: _____
Seconded by: _____

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

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

NOV 04 2003

**RESOLUTION
ENDORISING CIVIL RIGHT LAWS AND EXECUTIVE
ORDERS APPLICABLE TO THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

CITY OF CLINTON

WHEREAS, the City of Clinton has received funds through the Mississippi Development Authority, Economic Development Program for Community Development Block Grant Project Number 1120-03-147-ED-01; and

WHEREAS, the City is required under the Economic Development Program to comply with all Civil Rights Laws and Executive Orders pertaining to Civil Rights; and

WHEREAS, the policy of the City is to comply with all regulations of the Economic Development Program including applicable Civil Rights Laws and Executive Orders such as:

**Civil Rights Laws and Executive Orders Applicable
to Community Development Block Grants**

Title VI, Civil Rights of 1964

Provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109, Housing and Community Development Act of 1974

Provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

Title VIII, Civil Rights Act of 1968

Provides for fair housing throughout the United States. Kinds of discrimination prohibited: refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions, and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multiple-listing services and real estate brokers' organizations.

The Secretary of HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

Executive Order 11063

Requires equal opportunity in housing and related facilities provided by Federal financial assistance.

Executive Order 11246

Requires nondiscrimination in employment under federally-assisted construction contracts.

Section 3, HUD Act of 1968

Provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

Fair Housing Amendments Act of 1988

(P.L. 100-430)

The Fair Housing Amendments Act of 1988 provides strong federal enforcement measures against discrimination in housing. It gives the Department of Housing and Urban Development authority to initiate enforcement actions and to penalize those who discriminate in the sale, rental, or financing of housing. In addition, the Act adds persons with handicaps and families with children to those protected under Title VIII of the Civil Rights Act of 1968.

NOW, THEREFORE, BE IT RESOLVED that the City of Clinton hereby endorse said Civil Rights Laws and Executive Orders and endorses actions to implement said laws and Executive Orders.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

RESOLVED this the ____ day of _____, 2003.

CITY OF CLINTON, MS

Attest:

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

NOV 04 2003

Board Meeting Date: November 4, 2003__ Agenda Item No. 12.e.

CITY OF CLINTON

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: Resolution Adopting Standards of Conduct and Procurement for the Community Development Block Grant Program for CDBG Project Number 1120-03-147-ED-01.

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: _____

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

BOARD APPROVED

NOV 04 2003

**RESOLUTION
ADOPTING STANDARDS OF CONDUCT AND PROCUREMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ECONOMIC DEVELOPMENT PROJECT NUMBER 1120-03-147-ED-01**

CITY OF CLINTON

WHEREAS, from time to time the City of Clinton receives Federal funds from Housing and Urban Development (HUD) through the Mississippi Development Authority, Community Services Division; and

WHEREAS, the Mississippi Development Authority has advised the City of the acceptable "Standards of Conduct" for CDBG recipients; and

WHEREAS, the City is interested in following sound business practices, prescribed standards of conduct, and CDBG requirements for the purpose of protecting CDBG grant funds as well as those who administer the program.

NOW, THEREFORE, BE IT RESOLVED by the City of Clinton that the attached hereto "Standards of Conduct" be adopted and strictly adhered to in the implementation of all Community Development Block Grant programs of the City.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

RESOLVED this the _____ day of _____, 2003.

CITY OF CLINTON, MS

Attest:

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

Standards

of

Conduct

CDBG Recipients

Introduction

Elected officials, employees of Community Development Block Grant recipients, and contractors are those responsible for administering the entitlement program and are also responsible for the programs integrity. Following sound business practices, prescribed standards of conduct and HUD requirements will not only protect HUD grant funds but also those who administer the program.

Purpose

This notice provides information on specific activities that you must avoid and identifies key HUD requirements that must be met. The prohibited activities listed here reflect problem areas that have gotten block grant recipients into trouble in the past. The purpose of this flyer is to prevent fraud and program abuse by alerting key officials to these problems ahead of time.

Authorities

The pertinent laws and regulations that apply to the CDBG Entitlement program that you should have copies of are:

- Housing and Community Act of 1974 as amended in 1983.
- Community Development Block Grant Regulations (24 CFR Part 570)

If you do not have copies of these requirements or need further information, contact your local HUD office.

Program Requirements and Prohibited Activities

1. Conflict of Interest

CDBG Regulations (24 CFR Part 570.611) prohibit conflicts of interest. For any CDBG activities under your control of influence, you **MAY NOT**:

a. Obtain personal or financial interest or benefits including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest.

b. Obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest. This prohibition extends for a period of one year after you leave your position with a CDBG activity or program.

c. HUD may grant an exception to this conflict of interest provision if it determines that such an exception will enhance the effectiveness of the CDBG project. Requests for such exceptions must be made in writing to the local HUD office.

1. Procurement and Contracting

OMB Circular A-102, Uniform Requirements for Assistance to State and Local Governments, Attachment O, applies to the CDBG program. It provides that you **MAY NOT** engage in any of the following practices in your procurement and contract administration:

a. Circumvent competitive bidding requirements by:

- failing to advertise for sealed bids or soliciting proposals and engaging in non-competitive negotiation;
- failing to use established evaluation criteria in negotiations;
- splitting bids by breaking down contracts into small parts so that purchase order procedures can be used except to meet Minority/Women Business Enterprise goals;
- favoring or providing a competitive advantage to any one firm or individual;
- identifying the names of those invited to bid; and
- preparing fictitious bids to simulate competition.

b. Fail to adhere to contract award requirements by:

- allowing excessive price charges;
- awarding contracts to other than the low bidder without adequate justification; and
- accepting a bid that does not contain a price for all items or services included in the Invitation to Bid form.

c. Fail to verify contractual and programmatic compliance by contractors by:

- authorizing payment for work not completed;
- falsifying inspection reports;
- altering contractor invoices; and
- misusing modification change orders.

CDBG regulations state that you **MUST NOT**:

Use firms and individuals on HUD's Consolidated List of Debarred, Suspended, and Ineligible Contractors and Grantees.

3. Financial Management and Recording Systems

You **MUST** comply with the following requirements of OMB Circular A-102, Attachments C, G, and CDBG regulations.

You **MUST**:

- Establish internal controls to safeguard cash, inventory, and equipment.
- Establish a special ledger account for all CDBG monies.
- Maintain financial records including:
 - a register of cash receipts and disbursements;
 - a record of all non-cash transactions;
 - general ledger to show the status of each CDBG account;
 - a fixed account ledger; and
 - a record of lump-sum drawdowns, Treasury checks received, and balances of Federal funds.
- Ensure that you maintain financial records. Financial records and files must be maintained for three years.
- Use income generated from grant activities for other eligible activities.
- Use program income before drawing additional grant funds to pay for allowable program expenses.

You **MUST NOT** draw down more funds that are needed for your CDBG activities and those of subgrantees.

4. Cost Allowability

You **MUST** comply with OMB Circular A-87, Cost Principles for State and Local Governments. You **MAY NOT** spend CDBG funds on ineligible activities including:

- Expenses required to carry out the regular responsibilities of the general local government.
- Partisan political activities (i.e., contributions toward political campaigns, voter registration or candidate forums).

CDBG regulations state that you **MUST NOT**:

Use CDBG funds to assist buildings used for the general conduct of government (e.g., City halls, City administration buildings, etc.).

5. Program Monitoring

OMB Circular A-102, Attachment I, states that you **MUST** constantly monitor the performance of grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved.

HUD suggests that you:

- Keep records of your on-site visits to subgrantees and contractors.
- Place special emphasis on your monitoring of the highest risk subrecipients and contractors.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED

Board Meeting Date: November 4, 2003__ Agenda Item No. 12.f.

NOV 04 2003

CITY OF CLINTON

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: Resolution Stating a Firm Commitment to Complying with the National Policy Objective of Community Development Block Grant Project No. 1120-03-147-ED-01.	
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: _____
	Seconded by: _____

<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.

**RESOLUTION STATING A FIRM COMMITMENT
TO COMPLYING WITH THE NATIONAL POLICY OBJECTIVE
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PROJECT NO. 1120-03-147-ED-01**

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON

WHEREAS, the City of Clinton has applied for and received a Community Development Block Grant for the construction of a rail spur to serve Mega Plastics, Inc. in Clinton, Mississippi;

WHEREAS, as part of said CDBG project, Mega Plastics, Inc. has executed a Memorandum of Agreement to create at least 20 full-time permanent jobs of which a minimum of fifty-one percent (51%) will accrue to the benefit of persons from low and moderate income households;

WHEREAS, the Grant Agreement for said CDBG Project No. 1120-03-147-ED-01 requires the City of Clinton to submit to the Mississippi Development Authority, Community Services Division, an official resolution stating a firm commitment to the National Policy Objective for this Community Development Block Grant project, which is making at least fifty-one percent (51%) of the 20 full-time permanent jobs available to persons from low and moderate income households.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Clinton that:

The City of Clinton stands firm in its commitment to insure that at least fifty-one percent (51%) of the 20 permanent, full-time jobs to be created by Mega Plastics, Inc. are made available to persons from low and moderate income households.

RESOLVED this the _____ day of _____, 2003.

CITY OF CLINTON, MISSISSIPPI

ATTEST:

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

NOV 04 2003

Board Meeting Date: November 4, 2003__ Agenda Item No. 13 **CITY OF CLINTON**

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: Engineering Agreement between the City of Clinton and ABMB Engineers, Inc. for professional engineering services for CDBG Project Number 1120-03-147-ED-01 in the amount of \$45,520 to be paid by CDBG funds.

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: Hisaw

Seconded by: Greer

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

1

Mayor Aultman

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON

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

MEGA PLASTICS RAIL SPUR
CLINTON INDUSTRIAL PARK

THIS AGREEMENT, made this ____ day of _____, 2003 by and between the City of Clinton, Mississippi, hereinafter called OWNER, and ABMB Engineers, Inc., hereinafter called the ENGINEER, having its principal place of business at 401 East Capitol Street, Jackson, MS 39201 and mailing address of 401 East Capitol Street Suite 400, Jackson, MS 39201, hereinafter called the ENGINEER.

WHEREAS, the OWNER desires to extend rail spur service Mega Plastics, Inc. which is located in the Clinton Industrial Park;

WHEREAS, the OWNER has decided to retain professional engineering services for the detailed design and construction phase of the required rail spur improvements;

WHEREAS, the ENGINEER is willing to render such professional engineering services for the consideration and upon the terms hereinafter stated;

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

SECTION 1 - FACILITIES TO BE CONSTRUCTED

A. The work to be performed under this Agreement consists of providing professional engineering services for the design and construction of a rail spur in the Clinton Industrial Park to serve Mega Plastics, Inc. The following exhibits are attached to and made a part of this Agreement:

- (1) Exhibit A: Scope of Work - Rail Spur in the Clinton Industrial Park to serve Mega Plastics, Inc.
- (2) Exhibit B: "Scope of Design Phase Services"
- (3) Exhibit C: "Scope of Construction Phase Services"
- (4) Exhibit D: "Compensation for Professional Services"

(5) Exhibit E: "Schedule of Work"

(6) Exhibit F: "Cost Summary"

SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering services for the design of a rail spur in the Clinton Industrial Park to serve Mega Plastics, Inc. These services shall include customary civil engineering and other necessary services required for the detailed design of the improvements. Services shall also be provided for the construction phase of the work in accordance with Exhibit C. The scope of work does not include environmental services.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to provide services for design of the rail spur listed in Exhibit A in accordance with the Scope of Work described in Exhibit B, and to provide services for the construction phase of the work in accordance with Exhibit C. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Section 7 of this Agreement.

SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

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

SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

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

- A: Provide criteria and information as to the OWNER'S design requirements for the work to be performed under the Agreement including design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the design drawings and specifications.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER'S services the results of available laboratory tests, inspections, exploration studies, of other special data not covered in Exhibit B, "Scope of Design Phase Services".

- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.
- F. Designate in writing a person to act as the OWNER'S representative with respect to the services to be rendered under this Agreement.
- G. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of the developments that affect the scope or timing of the ENGINEER'S services.

SECTION 5 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase.
- B. If the OWNER requests, in writing, modifications or changes in the scope of work, or if the initiation of work and/or contract completion times are changed from those shown in Exhibit E through no fault or negligence of the ENGINEER, the ENGINEER'S period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit E, this Agreement may be terminated by the OWNER in accordance with Section 7.

SECTION 6 - INSURANCE

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

- A. ENGINEER, will, at its expense carry public liability and contractor's protection, liability insurance, each with maximum limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance with limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and Workman's Compensation Insurance.
- B. ENGINEER, shall comply, at its expense, with all applicable provisions of the

Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.

- C. The ENGINEER shall have in force professional liability insurance in an amount not less than \$1,000,000. This liability insurance shall remain in force from the contract date until the completion of the one year construction warranty period.
- D. ENGINEER, shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

SECTION 7 - PAYMENT FOR SERVICES

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit D, "Compensation for Professional Services".
- B. Notice to Proceed. The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice to Proceed. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure of liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

SECTION 9 - AUTHORIZED REPRESENTATIVES OF THE ENGINEER

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

SECTION 10 - ACCOUNTING SYSTEMS

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

SECTION 11 - CHANGES TO AGREEMENT

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

SECTION 12 - FEDERAL GRANTS

All special provisions and regulations stipulated by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program will be adhered to and made part of this agreement as Exhibit G.

SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, his opinion of probable construction cost provided for herein is to be made on the basis of his experience and qualifications and represent his best judgement as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by him.

SECTION 14 - ACCEPTANCE

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

CITY OF CLINTON, MISSISSIPPI

ABMB ENGINEERS, INCORPORATED

Rosemary Aultman
Mayor



John E. McKee, P.E.
Principal

ATTEST:

ATTEST:

City Clerk



EXHIBIT A

CITY OF CLINTON, MISSISSIPPI

RAIL SPUR IMPROVEMENTS
CLINTON INDUSTRIAL PARK

PROJECT DESCRIPTION

The work included in the scope of this Agreement consists of providing Professional Engineering and Technical Services in connection with the design and construction of rail spur improvements in the Clinton Industrial Park, more specifically described as follows:

(PROJECT DESCRIPTION)

Design and construction of a rail spur in the Clinton Industrial Park to serve Mega Plastics, Inc. The approximate length of the rail spur is 700 feet.

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

1.0 BASIC SERVICES

- 1.1 Preliminary Engineering Phase - The work in the Preliminary Engineering Phase will be initiated upon receipt of the Notice to Proceed and shall be completed in the following steps:
 - 1.1.1 Consult with the OWNER to clarify and define the OWNER'S requirements for the Project and review available data.
 - 1.1.2 Make all on-the-site surveys needed for final design. Stake and reference a baseline for the Project and establish monument type bench marks.
 - 1.1.3 Prepare preliminary plan-profile sheets, platting pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to photogrammetric base maps. Establish preliminary horizontal and vertical alignment of the rail spur.
 - 1.1.4 Develop a general description, criteria for right of way, working easements and permanent easement widths (not metes and bounds) and indicate preliminary right of way and easement requirements on plan/profile sheets. Determine apparent ownership of property where working or permanent easements are required.
 - 1.1.5 Furnish copies of the above preliminary design documents to the OWNER and Kansas City Southern Railway Company for review and comments.
- 1.2 Final Design Phase - Upon receipt of a written authorization to proceed with the final design phase, the ENGINEER shall:
 - 1.2.1 On the basis of approved preliminary design documents, prepare plans, specifications, and contract documents for approval by the OWNER.
 - 1.2.2 Modify plan/profile sheets as necessary to reflect OWNER'S comments on Preliminary Design Documents.
 - 1.2.3 Locate all telephone, electric power, gas, water, sewer and any other utility lines, including their component structures, from as built record drawings and field surveys. Identify the OWNER of each utility. Conduct all necessary studies to determine the required utility adjustments.

- 1.2.4 Perform detailed design and prepare construction drawings for the rail spur and appurtenances.
- 1.2.5 Prepare right of way plans color coded to reflect all right of way and easements required and prepare plats and property descriptions for all parcels required.
- 1.2.6 Retain the services of a geotechnical sub-consultant to perform a geotechnical investigation along the rail spur alignment.
- 1.2.7 Prepare contract documents and specifications.
- 1.2.8 Prepare recap of quantities and construction cost estimate.
- 1.2.9 Submit complete sets of the above final design documents to the OWNER and Kansas City Railway Company for review and approval.
- 1.2.10 Participate in a plan-in-hand inspection at the project site.

EXHIBIT C

SCOPE OF CONSTRUCTION PHASE SERVICES

1.0 BIDDING AND CONTRACTING PHASE

- 1.1 Furnish copies of the Plans and Contract Documents to the OWNER and Kansas City Railway Company prior to bidding.
- 1.2 Prepare and issue Contract Documents to prospective bidders, and keep a record of their issuance.
- 1.3 Prepare and issue Addenda (where required and after approval by the OWNER) to each known procurer of the Contract Documents.
- 1.4 Provide non-binding type information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 1.5 Conduct a pre-bid conference if requested by the OWNER.
- 1.6 Attend the opening and reading of bids. Verify extension and totals. Review the bids and make recommendations regarding the award of the contract.
- 1.7 Assist in the preparation of the documents necessary to complete the award.
- 1.8 Conduct a preconstruction conference.

2.0 CONSTRUCTION PHASE

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

- 2.1 Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents and construction schedule. In addition to the periodic visits described herein, the ENGINEER will also provide a resident project representative as specified in Section 3.0 of this exhibit. ENGINEER will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, unless such techniques and sequences are required by law or specified in the bid documents, and failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of these on-

site observations as an experienced and qualified design professional, ENGINEER will keep the OWNER informed as to the progress of the work, will endeavor to guard the OWNER against deficiencies in the work of the Contractor, and will notify the OWNER if the observed work fails to conform to the Contract Documents. During construction, the ENGINEER will schedule and conduct progress meetings as required with the OWNER, Kansas City Southern Railway Company, the Contractor and any subcontractors at the construction site to discuss progress, project schedules, problems, conflicts and observations of the railway company, ENGINEER, Contractor or the OWNER. The OWNER'S designated representative may attend the progress meetings and will be provided with the minutes of all progress meetings. The ENGINEER shall also prepare a construction progress report monthly in a format acceptable to the OWNER. This progress report shall be submitted by the tenth of each month for the preceding months work and shall accompany the ENGINEER'S and Contractor's monthly application for payment. The ENGINEER shall not be responsible for the Contractor's safety precautions associated with the construction.

- 2.2 Establish a bench mark elevation and horizontal control for the Contractor to utilize in the field layout of the facilities.
- 2.3 Check and approve shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- 2.4 ENGINEER will prepare change orders if authorized in writing by the OWNER. ENGINEER will act as initial interpreter of the terms and conditions of the Contract Documents and as the initial judge of the performance thereunder.
- 2.5 The ENGINEER will review the Contractor's application for payment, and supporting data, and determine the amount owing to the Contractor for progress and final payments. Such approvals of payment will constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of ENGINEER'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents and any qualifications stated in ENGINEER'S review of the Contractor's application for payment.
- 2.6 Conduct, in company with the railway company and OWNER, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, assemble project closeout documents and recommend approval

and acceptance of the project.

3.0 RESIDENT PROJECT SERVICE

- 3.1 A Resident Project Representative will be furnished as required during construction to supplement the periodic visits to the construction site as specified in Section 2.0 of this exhibit.
- 3.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth below:

3.2.1 General

The Resident Project Representative is ENGINEER'S agent and shall act under the supervision and direction of the ENGINEER. He shall confer with ENGINEER regarding his actions and shall generally communicate with the OWNER only through ENGINEER.

3.2.2 Duties and Responsibilities

The Resident Project Representative shall:

- (1) Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give written advice to ENGINEER concerning its acceptability.
- (2) Conference: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Maintain and circulate copies of records of meetings.
- (3) Liaison:
 - a. Serve as ENGINEER'S liaison with Contractor working principally through the Contractor's field superintendent.
 - b. Assist the Contractor in the Contractor's dealing with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
 - c. Assist ENGINEER in obtaining from the OWNER additional details or information when required at the job site for proper execution of the work.

- (4) Approvals: When required, assist ENGINEER in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- (5) Samples: Assist ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished and keep record of actions taken by ENGINEER.
- (6) Shop Drawings:
 - a. Receive approved shop drawings and other submissions from ENGINEER; record data received; maintain a file of the drawings and submissions.
 - b. Alert the Contractor's field superintendent when the Resident Project Representative observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise ENGINEER when the Resident Project Representative believes it necessary to disapprove work as failing to conform to the Contract Documents.
- (7) Review of Work, Inspection and Tests:
 - a. Conduct on-site observations of the work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents.
 - b. Verify that tests which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details related to the test procedures and start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project. Record the outcome of these inspections and report to ENGINEER.
- (8) Interpretation of Contract Documents: Transmit to the Contractor, ENGINEER'S interpretations of the Contract Documents.
- (9) Modifications: Consider and evaluate the Contractor's suggestions for modifications to drawings or specifications and report them with recommendations to ENGINEER.

(10) Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, ENGINEER'S interpretations of the Contract Documents, progress reports and other Project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing procedures.
- c. Record names, addresses and telephone numbers of all contractors, subcontractors and major material suppliers.
- d. Maintain a set of drawings on which changes authorized by the ENGINEER are noted and deliver to ENGINEER at the completion of the Project.

(11) Reports:

- a. Furnish to ENGINEER periodic reports, as required, of progress of the Project and the Contractor's compliance with the approved construction schedule.
- b. Consult with ENGINEER in advance of scheduled major tests or start of important phases of the Project.

(12) Payment Requisition: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the work completed and materials and equipment delivered at the site.

(13) Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble Guarantees, Certificates, Maintenance Operations manuals and other required data to be furnished by the Contractor and, upon acceptance of the Project, deliver this material to

ENGINEER for approval and forwarding to the OWNER.

(14) Completion:

- a. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- b. Conduct final inspection in the company of the ENGINEER and the OWNER. Prepare a final list of items to be corrected and submit this list to the Contractor.
- c. Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

3.2.3 Limitations of Authority

Except upon written instructions of ENGINEER, in a format agreed upon by the Resident Project Representative and the ENGINEER, the Resident Project Representative:

- (1) Shall not authorize any deviation from the Contract Documents.
- (2) Shall not undertake any of the responsibilities of the Contractor, the subcontractors or the Contractor's field superintendent.
- (3) Shall not expedite the work for the Contractor.
- (4) Shall not advise on or issue directions relative to any aspect of the construction ways, means, methods, techniques or sequences unless a specific technique or sequence is called for in the Contract Documents.
- (5) Shall not advise on or issue directions as to safety precautions and programs in connection with the work unless required to do so by the Contract Documents and specifications, or by Federal, State or Local laws.
- (6) Shall not authorize the OWNER to occupy the Project in whole or in part prior to final acceptance of the work.
- (7) Shall not participate in specialized field or laboratory tests.

3.3 Through the on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents nor shall it make the ENGINEER responsible for the Contractor's safety precautions associated with the work.

4.0 PREPARATION OF RECORD DRAWINGS

For the purposes of the Agreement, Record Drawings are defined as revisions to the original reproducible Contract Drawings indicating the changes to the original Drawings which reflect field changes, change orders and other changes which occur during construction of the facilities. The information required to prepare the Record Drawings shall be provided to the ENGINEER by the Contractor(s) through the Resident Project Representative. Record Drawings as defined herein shall not mean producing any form of drawing which combines information from different construction contracts or otherwise producing drawings other than revisions to the original Contract Drawings as described herein. After noting the construction changes and field conditions on the Drawings, ENGINEER will provide one set of high quality reproducible as built Drawings to the OWNER.

5.0 ADDITIONAL SERVICES

Any services not listed in Exhibit B and/or Exhibit C will be considered as Additional Services. The OWNER will pay the ENGINEER for authorized Additional Services in accordance with the terms in Exhibit D.

EXHIBIT D

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

- 1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved Project as listed in Exhibit A. The Scope of Work for these services is specified in Exhibits B and C. All services not specified in Exhibit B and C shall be considered as Additional Services. The following conditions shall apply to services performed under this Agreement.
- 1.2 OWNER shall pay ENGINEER for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the OWNER and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibits B and C of this Agreement, the OWNER shall pay the ENGINEER a lump sum fee of \$45,520 in accordance with the schedule in Exhibit F.
- 1.4 Times of Payments
 - 1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for a percentage of the lump sum fee for which services were rendered during the preceding month.
 - 1.4.2 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER'S invoices. If the ENGINEER'S invoices are correct and in the format acceptable to the OWNER, the OWNER will approve the ENGINEER'S invoices within 21 days after receipt by the OWNER.

SECTION 2 - CHANGES

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

additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this Contract in accordance with the schedules set forth in Exhibit E, shall result in the termination of the Contract by the OWNER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

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

EXHIBIT E

SCHEDULE OF WORK

SECTION 1 - PERIOD OF SERVICE

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

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
Preliminary Design Phase & Review by Owner	37
Final Design Phase & Review by Owner	59
Advertise For and Receive Bids	96
Award Construction Contract	103
Notice to Proceed with Construction	124
Complete Construction	154

EXHIBIT F

COST SUMMARY

<u>Service</u>	<u>Fee</u>
Design Phase Services (Engineering, Geotechnical Investigation & Field Surveys)	\$26,935.00
Construction Phase Services (Engineering and Inspection)	<u>\$18,585.00</u>
Total	\$45,520.00

EXHIBIT G

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act, Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize 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 (PI 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of labor pursuant to the "Anti-Kickback Act" of June 13, 1934.

(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (Pl 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 97-11-19, Mississippi Code Annotated (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the

rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Contracted Party shall include in all Sub-Contracts with Participating Parties receiving payment by grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

BOARD APPROVED

NOV 04 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: November 4, 2003__ Agenda Item No. 14

Consent Agenda: To:

For:

Account No.

Discussion/Action: Administrative Agreement between the City of Clinton and Jimmy G. Gouras Urban Planning Consultants for application preparation and subsequent administrative of CDBG Project Number 1120-03-147-ED-01 in the amount of \$32,000 to be paid by CDBG funds.

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: 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.

NOV 04 2003

**AGREEMENT
CONSULTING SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

CITY OF CLINTON

THIS AGREEMENT is entered into this the ____ day of _____, 2003, by and between Jimmy G. Gouras, Urban Planning Consultants, Inc., herein called the "Consultant", and the City of Clinton, Mississippi, herein called the "City".

WITNESSETH THAT:

WHEREAS, the City of Clinton applied for and received a 2003 Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01 for the construction of a rail spur to serve Mega Plastics, Inc., under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City obtained application preparation assistance and needs subsequent administrative assistance in implementing this Community Development Block Grant Public Facilities Project Number 1120-03-147-ED-01; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the application preparation and subsequent implementation of the Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01, and the Consultant desires to provide said services; and

WHEREAS, the City and the Consultant acknowledge that this contract shall not become effective until the date of execution of a Grant Agreement for the above referenced Community Development Block Grant.

NOW, THEREFORE, the parties hereto mutually agree as follows:

TITLE I

EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed by grant funds provided by HUD to the State of Mississippi under Title I of the Housing and Community Development Act of 1974, as amended.

TITLE II
SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the City determines is necessary to accomplish the activities funded by the Community Development Block Grant Program. Specific job tasks that the Consultant shall assist the City in performing include, but are not necessarily limited to the following:

A. **Application Preparation**

B. **General Services**

1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
 - a. Citizen Participation
 - b. Environmental
 - c. Labor Standards
 - d. Acquisition
 - e. Relocation
 - f. Procurement
 - g. Financial Management
 - h. Other Resources
 - i. Equal Opportunity
 - j. General Correspondence

C. **The Consultant shall be responsible for:**

1. Overall coordination of project activities;
2. Attending state monitoring visits, meetings, etc.;
3. Establishing and maintaining financial records;
4. Preparing the necessary documentation to request funds from the State; and
5. Providing all other services considered normal administrative services within the course of this Agreement.

D. **Close-Out Project**

The Consultant shall prepare close-out documents required by the State.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would conform to the specific needs of the City.

TITLE III
DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of the City.

TITLE IV
TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

TITLE V
PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

TITLE VI
TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

TITLE VII
TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

TITLE VIII
CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

TITLE IX
COMPENSATION DUE TO CONSULTANT
and
METHOD OF PAYMENT

The City agrees to pay the Consultant in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to administration and implementation of the Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01:

Phase I	
1. Application Preparation	\$3,500
Phase II	
1. Completion of Environmental Review Procedure	2,000
2. For services from Notification of Grant Award to Release of Funds from the Department of Economic and Community Development including, but not limited to: preparation and submission of quarterly reporting worksheets; draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of City's record keeping and financial management system in accordance with all Federal and State laws and regulations; preparation of a Fair Housing Resolution; preparation of a Code of Conduct and Procurement Procedures; assist the City in procuring professional services as needed; and any other services necessary to implement the City's project.	1,000
3. Beginning with the first month following the Execution of the Contract for the construction of the project, the Consultant will submit monthly invoices in the amount of \$4,600 for services rendered as outlined in items A, B, and C in the Scope of Services. Invoices will be submitted for five (5) consecutive months.	23,000
5. Retainage for acceptance and approval of close-out documents by the Mississippi Development Authority.	2,500
TOTAL COMPENSATION	\$32,000

TITLE X
EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

TITLE XI
INTEREST OF MEMBERS OF THE CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

TITLE XII
ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

TITLE XIII
INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

TITLE XIV
FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

TITLE XV
OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

TITLE XVI
AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Community Services Division, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Mississippi Development Authority, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

TITLE XVII
REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

TITLE XVIII
CITY'S RESPONSIBILITIES

Provide full information to the Consultant as to his requirements for the Project.

Pay all costs incidental to obtaining bids or proposals from contractors.

Provide such legal, accounting, independent costs estimating and insurance counseling services as may be required for the Project.

TITLE XIX
PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. The City and the State of Mississippi and the Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

TITLE XX
FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as they relate to the application, acceptance and use of federal funds for the federally and state assisted projects.

TITLE XXI
SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

TITLE XXII
SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

TITLE XXIII
MISCELLANEOUS PROVISIONS

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the City.

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this the

___ day of _____, 2003.

WITNESS:

CITY OF CLINTON, MISSISSIPPI

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

WITNESS:

**JIMMY G. GOURAS, URBAN PLANNING
CONSULTANTS, INC.**

Chris Gouras, Associate

Jimmy G. Gouras, President

**AGREEMENT
CONSULTING SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into this the ____ day of _____, 2003, by and between Jimmy G. Gouras, Urban Planning Consultants, Inc., herein called the "Consultant", and the City of Clinton, Mississippi, herein called the "City".

WITNESSETH THAT:

WHEREAS, the City of Clinton applied for and received a 2003 Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01 for the construction of a rail spur to serve Mega Plastics, Inc., under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City obtained application preparation assistance and needs subsequent administrative assistance in implementing this Community Development Block Grant Public Facilities Project Number 1120-03-147-ED-01; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the application preparation and subsequent implementation of the Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01, and the Consultant desires to provide said services; and

WHEREAS, the City and the Consultant acknowledge that this contract shall not become effective until the date of execution of a Grant Agreement for the above referenced Community Development Block Grant.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**TITLE I
EMPLOYMENT OF CONSULTANT**

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed by grant funds provided by HUD to the State of Mississippi under Title I of the Housing and Community Development Act of 1974, as amended.

TITLE II
SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the City determines is necessary to accomplish the activities funded by the Community Development Block Grant Program. Specific job tasks that the Consultant shall assist the City in performing include, but are not necessarily limited to the following:

A. **Application Preparation**

B. **General Services**

1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
 - a. Citizen Participation
 - b. Environmental
 - c. Labor Standards
 - d. Acquisition
 - e. Relocation
 - f. Procurement
 - g. Financial Management
 - h. Other Resources
 - i. Equal Opportunity
 - j. General Correspondence

C. **The Consultant shall be responsible for:**

1. Overall coordination of project activities;
2. Attending state monitoring visits, meetings, etc.;
3. Establishing and maintaining financial records;
4. Preparing the necessary documentation to request funds from the State; and
5. Providing all other services considered normal administrative services within the course of this Agreement.

D. **Close-Out Project**

The Consultant shall prepare close-out documents required by the State.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would conform to the specific needs of the City.

TITLE III
DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of the City.

TITLE IV
TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

TITLE V
PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

TITLE VI
TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

TITLE VII
TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

TITLE VIII
CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

TITLE IX
COMPENSATION DUE TO CONSULTANT
and
METHOD OF PAYMENT

The City agrees to pay the Consultant in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to administration and implementation of the Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01:

Phase I	
1. Application Preparation	\$3,500
Phase II	
1. Completion of Environmental Review Procedure	2,000
2. For services from Notification of Grant Award to Release of Funds from the Department of Economic and Community Development including, but not limited to: preparation and submission of quarterly reporting worksheets; draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of City's record keeping and financial management system in accordance with all Federal and State laws and regulations; preparation of a Fair Housing Resolution; preparation of a Code of Conduct and Procurement Procedures; assist the City in procuring professional services as needed; and any other services necessary to implement the City's project.	1,000
3. Beginning with the first month following the Execution of the Contract for the construction of the project, the Consultant will submit monthly invoices in the amount of \$4,600 for services rendered as outlined in items A, B, and C in the Scope of Services. Invoices will be submitted for five (5) consecutive months.	23,000
5. Retainage for acceptance and approval of close-out documents by the Mississippi Development Authority.	2,500
TOTAL COMPENSATION	\$32,000

TITLE X
EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

TITLE XI

INTEREST OF MEMBERS OF THE CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

TITLE XII

ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

TITLE XIII

INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

TITLE XIV

FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

TITLE XV

OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

TITLE XVI
AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Community Services Division, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Mississippi Development Authority, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

TITLE XVII
REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

TITLE XVIII
CITY'S RESPONSIBILITIES

Provide full information to the Consultant as to his requirements for the Project.

Pay all costs incidental to obtaining bids or proposals from contractors.

Provide such legal, accounting, independent costs estimating and insurance counseling services as may be required for the Project.

TITLE XIX
PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. The City and the State of Mississippi and the Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

TITLE XX
FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as they relate to the application, acceptance and use of federal funds for the federally and state assisted projects.

TITLE XXI
SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

TITLE XXII
SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

TITLE XXIII
MISCELLANEOUS PROVISIONS

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the City.

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this the

___ day of _____, 2003.

WITNESS:

CITY OF CLINTON, MISSISSIPPI

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

WITNESS:

**JIMMY G. GOURAS, URBAN PLANNING
CONSULTANTS, INC.**

Chris Gouras, Associate

Jimmy G. Gouras, President

**AGREEMENT
CONSULTING SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into this the ____ day of _____, 2003, by and between Jimmy G. Gouras, Urban Planning Consultants, Inc., herein called the "Consultant", and the City of Clinton, Mississippi, herein called the "City".

WITNESSETH THAT:

WHEREAS, the City of Clinton applied for and received a 2003 Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01 for the construction of a rail spur to serve Mega Plastics, Inc., under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City obtained application preparation assistance and needs subsequent administrative assistance in implementing this Community Development Block Grant Public Facilities Project Number 1120-03-147-ED-01; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the application preparation and subsequent implementation of the Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01, and the Consultant desires to provide said services; and

WHEREAS, the City and the Consultant acknowledge that this contract shall not become effective until the date of execution of a Grant Agreement for the above referenced Community Development Block Grant.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**TITLE I
EMPLOYMENT OF CONSULTANT**

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed by grant funds provided by HUD to the State of Mississippi under Title I of the Housing and Community Development Act of 1974, as amended.

TITLE II
SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the City determines is necessary to accomplish the activities funded by the Community Development Block Grant Program. Specific job tasks that the Consultant shall assist the City in performing include, but are not necessarily limited to the following:

A. **Application Preparation**

B. **General Services**

1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
 - a. Citizen Participation
 - b. Environmental
 - c. Labor Standards
 - d. Acquisition
 - e. Relocation
 - f. Procurement
 - g. Financial Management
 - h. Other Resources
 - i. Equal Opportunity
 - j. General Correspondence

C. **The Consultant shall be responsible for:**

1. Overall coordination of project activities;
2. Attending state monitoring visits, meetings, etc.;
3. Establishing and maintaining financial records;
4. Preparing the necessary documentation to request funds from the State; and
5. Providing all other services considered normal administrative services within the course of this Agreement.

D. **Close-Out Project**

The Consultant shall prepare close-out documents required by the State.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would conform to the specific needs of the City.

TITLE III
DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of the City.

TITLE IV
TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

TITLE V
PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

TITLE VI
TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

TITLE VII
TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

TITLE VIII
CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

TITLE IX
COMPENSATION DUE TO CONSULTANT
and
METHOD OF PAYMENT

The City agrees to pay the Consultant in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to administration and implementation of the Community Development Block Grant Economic Development Project Number 1120-03-147-ED-01:

Phase I	
1. Application Preparation	\$3,500
Phase II	
1. Completion of Environmental Review Procedure	2,000
2. For services from Notification of Grant Award to Release of Funds from the Department of Economic and Community Development including, but not limited to: preparation and submission of quarterly reporting worksheets; draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of City's record keeping and financial management system in accordance with all Federal and State laws and regulations; preparation of a Fair Housing Resolution; preparation of a Code of Conduct and Procurement Procedures; assist the City in procuring professional services as needed; and any other services necessary to implement the City's project.	1,000
3. Beginning with the first month following the Execution of the Contract for the construction of the project, the Consultant will submit monthly invoices in the amount of \$4,600 for services rendered as outlined in items A, B, and C in the Scope of Services. Invoices will be submitted for five (5) consecutive months.	23,000
5. Retainage for acceptance and approval of close-out documents by the Mississippi Development Authority.	2,500
TOTAL COMPENSATION	\$32,000

TITLE X
EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

TITLE XI
INTEREST OF MEMBERS OF THE CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

TITLE XII
ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

TITLE XIII
INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

TITLE XIV
FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

TITLE XV
OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

TITLE XVI
AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Community Services Division, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Mississippi Development Authority, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

TITLE XVII
REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

TITLE XVIII
CITY'S RESPONSIBILITIES

Provide full information to the Consultant as to his requirements for the Project.

Pay all costs incidental to obtaining bids or proposals from contractors.

Provide such legal, accounting, independent costs estimating and insurance counseling services as may be required for the Project.

TITLE XIX
PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. The City and the State of Mississippi and the Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

TITLE XX
FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as they relate to the application, acceptance and use of federal funds for the federally and state assisted projects.

TITLE XXI
SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

TITLE XXII
SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

TITLE XXIII
MISCELLANEOUS PROVISIONS

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the City.

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this the

___ day of _____, 2003.

WITNESS:

CITY OF CLINTON, MISSISSIPPI

Wayne Derrick, City Clerk

Rosemary G. Aultman, Mayor

WITNESS:

**JIMMY G. GOURAS, URBAN PLANNING
CONSULTANTS, INC.**

Chris Gouras, Associate

Jimmy G. Gouras, President