

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 20, 2004 – 5:30 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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
 Herb Touchton – Alderman Ward 5
 Sharbert Lott – Alderman Ward 6
 Ken Dreher - City Attorney

Absent: Phil Fisher – Alderman Ward 4

APPROVAL OF AGENDA ITEMS A-EE

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

DRAINAGE PROBLEM ON PROPERTY LOCATED AT 313 PEBBLEBROOK DRIVE

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the removal and replacement of City storm drainage pipes located under the street near 313 Pebblebrook Drive; said repair will also require the removal and replacement of existing drainage pipes located on private property between the residences at 311 and 313 Pebblebrook Drive. **MOTION CARRIED UNANIMOUSLY**

EMERGENCY PURCHASE OF A TANKER/PUMP FOR FIRE DEPARTMENT

Upon presentation by Darrel McQuirter, Fire Chief, of the City's immediate need for the replacement for the Fire Department's 1981 Mercedes water tanker and the near-term replacement of Engine #3, a 1984 E-One pumper, and the economics which will be achieved by the purchase of a tanker/pumper rather than the purchase of a tanker and a pumper, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to authorize the emergency purchase of a tanker/pumper, at a cost not to exceed \$400,000, due to the necessity to preserve order and protect the public health and safety (no other tanker is available) pursuant to Miss. Code Section 21-35-19. **MOTION CARRIED UNANIMOUSLY**

FINAL PLAT APPROVAL FOR THE HEIGHTS SUBDIVISION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to approve the Final Plat for The Heights Subdivision. A copy of the plat is on file with the Engineering Department. **MOTION CARRIED UNANIMOUSLY**

AGREEMENT WITH MDOT FOR LANDSCAPING MAINTENANCE AT I-20 AND CLINTON-RAYMOND ROAD

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to approve the Mayor entering into an agreement with MDOT for landscaping maintenance at I-20 and Clinton Raymond Road. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

REIMBURSEMENT RESOLUTION FOR FINAL DESIGN CONTRACT FOR THE PARKS AND RECREATION PROJECT AND THE PUBLIC WORKS FACILITY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Lott to approve the Reimbursement Resolution for final design contract for the Parks and Recreation Project and the Public Works Facility. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

FINANCING RATES ON SIREN SYSTEM

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to accept the funding offer from The Peoples Leasing for the financing of the siren system to be acquired from Federal Signal. The estimated cost of the contract is \$235,000 with a lease term of 72 months and payment being \$3,606.05 per month. **MOTION CARRIED UNANIMOUSLY**

ADOPTION OF PARKS AND RECREATION POLICIES AND PROCEDURES MANUAL

Upon presentation by Ray Holloway, Parks and Recreation Director, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the adoption of the Parks and Recreation Policies and Procedures Manual. A copy of the manual is attached. **MOTION CARRIED UNANIMOUSLY**

PROPOSED DESIGN CONTRACT WITH ALFORD ENGINEERING FOR TRACEWAY AND BRIGHTON PARK IMPROVEMENTS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the proposed design contract with Alford Engineering for Traceway and Brighton Park Improvements. A copy of the proposed contract is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 6:03 P.M.

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

APPROVED:

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

January 28, 2004
Date

ATTEST:

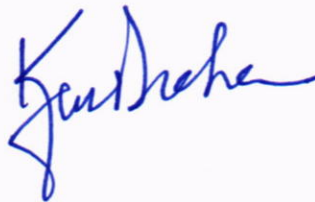
Wayne Derrick
Wayne Derrick, City Clerk

01/28/2004
Date

MEMORANDUM

TO: MAYOR AND BOARD OF ALDERMEN
FROM: KEN DREHER, CITY ATTORNEY
DATE: FEBRUARY 3, 2004
RE: PARKS AND RECREATION POLICIES
AND PROCEDURES MANUAL

Pursuant to the request by the Mayor and Board of Aldermen made at the January 20, 2004, Board Meeting, I have reviewed the Policies and Procedures Manual and find it to be consistent with the comments and questions of the Mayor and Board. The minor changes requested have been completed and the Manual attached to the Minutes is consistent with the approval of the Mayor and Board of Aldermen.

A handwritten signature in blue ink, appearing to read "Ken Dreher", is positioned below the main body of text.

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 20, 2004

Agenda Item No. 7

Consent Agenda: \$	To:	BOARD APPROVED
For:		JAN 20 2004
	Account No.	CITY OF CLINTON

Discussion/Action: Presentation of facts concerning drainage problem on property owned by Ms. Pinkie Johnson located at 313 Pebblebrook Drive.

Introduced by: Tim Rogers

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____	Invoice: <u>X</u>	Other: _____
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action:

Motion made by: Brubham
Seconded by: Greer

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham			
Hisaw			
Greer			
Brantley			
Fisher	<u>Absent</u>		
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
Estimated Payments on New Pumper/Tanker

Estimated cost of unit, with delivery expected in November, 2004	\$400,000 =====
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Cash flow and cost of financing under the following
financing methods, assuming a borrowing rate of 4.5%:

Annual payments:	
10 annual payments @ \$50,551.53, beginning 2005 and ending 2014	\$505,515 =====

Interest costs	\$105,515 =====
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Monthly payments:	
120 monthly payments @ \$4,145.53, beginning 2005 and ending 2014	\$497,464 =====

Interest costs	\$97,464 =====
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Ladder truck is currently financed at 5.89%, with annual payments of
\$79,669.47, ending in 2010

City of Clinton, Mississippi
Pebblebrook Drive
Declaration Number FEMA 1459-DR-MS
Work to be completed
Street

Labor	12 hours x (5 men)	\$65.06	\$780.72
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Equipment

Dump Trks (2)	12 hours x	\$35.00	\$840.00
Pick ups (2)	12 hours x	\$24.00	\$288.00
Trackhoe	12 hours x	\$37.50	\$450.00

Materials

asphalt	4 tons	x	\$21.50	\$86.00
select dirt	2 loads	x	\$15.00	\$30.00
clay gravel	1 load	x	\$48.00	\$48.00
33' - 64" x 43" asp. Ctd. Arch				\$1,113.09
dumping fee	3 loads	x	\$16.00	\$48.00
			Subtotal	\$3,683.81

Yard

Labor	24 hours x	\$65.06	\$1,561.44
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Equipment

Tractor w/box blad	2 hrs.	x	\$35.00	\$70.00
Trackhoe	24 hrs.	x	\$37.50	\$900.00
Dump Trks (2)	8 hrs.	x	\$35.00	\$560.00
Pick up Trks (2)	12 hrs.	x	\$24.00	\$576.00
Lowboy				\$200.00

Materials

100' 64"x43" asp.ctd. Arch				\$3,642.84
select dirt	5 loads	x	\$15.00	\$75.00
dumping fee	4 loads	x	\$16.00	\$64.00

Subtotal	\$7,649.28
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TOTAL	\$11,333.09
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*Replacing pipes under street
+ two residences.*

BOARD APPROVED**CITY OF CLINTON AGENDA ITEM FACT SHEET**

JAN 20 2004

CITY OF CLINTON

Board Meeting Date: January 20, 2004

Agenda Item No. 8

Consent Agenda:

To:

For:

Account:

Circle: Low quote, Sole Source, Emergency, etc. if applicable.**Discussion/Action:** Request for authorization for the emergency purchase of a tanker/pumper that meets prewritten specs.

Introduced by:

Chief Darrel McQuirter

Telephone: 925-1010

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____Invoice: _____
Plans, Maps: _____
Contract: _____

Other: _____

Recommendation:

Board Action:

Motion made by:

Seconded by:

Vote Cast:"Aye":"Nay":Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

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

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

JAN 20 2004

Board Meeting Date: January 20, 2004

Agenda Item No. 9

CITY OF CLINTON

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

Discussion/Action: Final Plat Approval for The Heights Subdivision	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Touchton

Seconded by: Brabham

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

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BOARD APPROVED

JAN 20 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: January 20, 2004

Agenda Item No. 10

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

Discussion/Action: Agreement with MDOT for Landscaping Maintenance at I/20 and Clinton-Raymond Road.

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: X _____

Recommendation:

Board Action:

Motion made by: Brabham
Seconded by: Lott

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

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Zack Stewart
Northern District Commissioner

Dick Hall
Central District Commissioner

Wayne H. Brown
Southern District Commissioner



Larry L. "Butch" Brown
Executive Director

Harry Lee James
Deputy Director/
Chief Engineer

William R. May
District Engineer

P.O. Box 90 / Newton, Mississippi 39345 / Tel. (601) 683-3341 / FAX (601) 683-7030 / www.goMDOT.com

January 5, 2004

Mayor Rosemary Aultman
City of Clinton
P. O. Box 156
Clinton, MS 39056

RE: I-20 Clinton-Raymond Road Interchange
IM-0020-01(159) / 101160-301000
Contract and Agreement for Landscaping
City of Clinton, Hinds County

Dear Mayor Aultman:

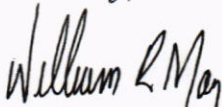
You will find attached two (2) original sets of a "CONTRACT AND AGREEMENT" for landscaping on captioned project.

If the Agreement meets with your approval, please execute the two (2) sets and return them, along with two (2) certified copies of the Board or Council Orders, to our office in Newton for further processing.

We will furnish you with an original executed set following execution by the Transportation Commission.

If additional information is needed, please feel free to call.

Sincerely,


WILLIAM R. MAY
DISTRICT ENGINEER


WRM:rw

Attachment

pc: Legal Division (w/att.)
Roadway Design Division
File (Via Wallace, McDill, Reeves, Greer)



**CONTRACT AND AGREEMENT FOR
LANDSCAPING OF CLINTON-RAYMOND ROAD INTERCHANGE
BY THE CITY OF CLINTON, MISSISSIPPI**

This Contract and Agreement is made and entered into by and between the **Mississippi Transportation Commission of Mississippi**, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the **City of Clinton, Mississippi**, acting by and through its duly authorized Mayor, (hereinafter, "City"). A Mississippi municipal corporation, effective as of the date of last execution below.

WHEREAS, the City is desirous of making certain improvements to the aesthetic beauty and proposes to perform enhancements on MDOT rights of way at the Clinton-Raymond Road interchange as shown on Federal Aid Project Number IM-0020-02(159), between and including US 80 and Clinton-Raymond Road Intersection and I-20 at Clinton-Raymond Road Interchange (see attached plan title sheet) within the corporate limits of the City of Clinton; and

WHEREAS, said improvements are to include pickup and the removal of litter, mowing, planting, and the maintenance of flowers, shrubs, bushes, and/or other types of flora; and

WHEREAS, in order to accommodate the City's request, the City of Clinton and the MDOT agree to the following:

The **MDOT** shall:

1. Include said initial improvements and enhancements as part of the above Federal Aid Project Number IM-0020-02(159) (AKA State Project Number 101610 / 301).
2. Retain the right to perform necessary maintenance and/or construction within the limits desired to meet traffic needs as determined by the MDOT, including the right to remove any landscaping, plantings, and improvements placed by the MDOT and/or by the City, if not sufficiently maintained by the City, if dictated by safety concerns and/or if to accommodate future design changes and/or for access needs to the highway.
3. Reserve the right to approve all permits for ingress and egress and other uses of highway rights-of-way other than those specifically granted to the City of Clinton; herein
4. Upon completion of the above mentioned construction project, notify the City to assume all landscaping maintenance responsibility.

Following notification by the MDOT, The **City** shall:

1. Immediately assume landscaping maintenance responsibilities, including removal of litter and mowing.
2. Advise the MDOT, Fifth District Engineer, of their proposal to plant additional flowers, shrubs, bushes, flora, etc., and gain approval of a MDOT maintenance permit prior to initiating planting. Said proposal shall include the types and arrangements of vegetation to be planted.
3. Provide necessary work zone signing in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) to cover each operation when performed within the rights-of-way of Interstate 20 and that portion of Old Agency Road under the jurisdiction of the MDOT.
4. Provide the necessary police protection in and around work sites to ensure the safety of laborers and the traveling public. Notwithstanding this or any other provision herein, the Agreement shall in no way be construed to create a third party benefit to any contractor, motorist, pedestrian, worker, entity, or individual.
5. Provide the necessary funding to cover the cost of equipment, plants, labor, etc., to accomplish and maintain a desirable aesthetic appearance, including arranging for Utility Company Agreements for necessary metering devices for water and power and direct billing to the City.
6. Provide the necessary liability insurance to cover injuries, damage to property or vehicles incurred during the time they are working within the rights-of-way of said highway, and indemnify and hold harmless the Transportation Commission, MDOT, its employees and its agents for any liability incurred to any third party arising out of the activities contemplated by this Agreement unless such liability was the proximate result of an intentional act by the Commission, MDOT, its agents and/or employees.
7. Agree that all flower and shrub plantings be trimmed and maintained to a maximum height of 24 inches above the pavement edge.
8. Agree that in areas **without curb**, trees such as Bradford Pears, Magnolias, pines, and hardwoods be planted no closer than 30 feet (60 feet on interstate) from the edge of pavement and that the drip-line of trees and bushes shall not extend beyond the shoulder break (10 foot minimum) (See attached sketch).
9. Agree that in areas **with curb**, trees shall be planted no closer than 10 feet behind the curb face and that the drip-line of plants taller than 24 inches shall be a minimum of 5 feet behind the face of the curb and plants 24 inches and under shall be a minimum of 1.5 feet from the face of the curb (See attached sketch).
10. Allow no trees (plants with trunk diameters greater than 4 inches at maturity) or plants taller than 24 inches in sight flares, islands, or within 150 feet from an intersection or nose point of a median crossover. Any plantings that interfere with signs, traffic signals, sight distance, etc., shall be trimmed or removed as necessary to maintain a safe condition for motorists.

I-20 CLINTON-RAYMOND ROAD INTERCHANGE

IM-0020-01(159) [101610 / 301]

Hinds County

11. Should this Contract and Agreement be canceled, agreed to remove the plants and/or vegetation from the rights-of-way and islands and resod with grass and/or replace with Portland cement concrete pavement, as per MDOT specifications, at no cost and as directed by the MDOT.
12. Continue to recognize MDOT's exclusive right to control, use, license, grant, or refuse all ingress, egress, or other highway right of way use unless otherwise specifically granted to the City herein. It is specifically acknowledged that only MDOT can grant permits for the Ingress to, egress from, or occupation of the highway right of way.

NOW, THEREFORE, it is hereby agreed that following MDOT notification for the City to assume landscaping maintenance, the Mississippi Transportation Commission grants permission to the City of Clinton to pick up and remove litter, mow, and establish and maintain flowers, shrubs, bushes, and other types of flora within the limits and provisions herein described.

This Contract may be canceled by either party only after the other party has been notified of the reason for cancellation. Said notification must be a minimum of thirty (30) days prior to the expected date of cancellation. The term of the Contract and Agreement is continuous until one or the other party determines cancellation is necessary, at which time a thirty (30) day notice must be sent to the other party as required.

Authorized by City Board / Council of the City of Clinton on the ____ day of _____, 2004, per Order found in Minute Book _____, at page _____ and executed by Rosemary Aultman, the Mayor acting by and on behalf of the City of Clinton, Mississippi this the ____ day of _____, 2004.

THE CITY OF CLINTON

BY: _____
MAYOR

Authorized by the Commission on the ____ day of _____ 2004, Minute Book _____, Page _____ and executed this ____ day of _____, 2004.

THE MISSISSIPPI TRANSPORTATION COMMISSION BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

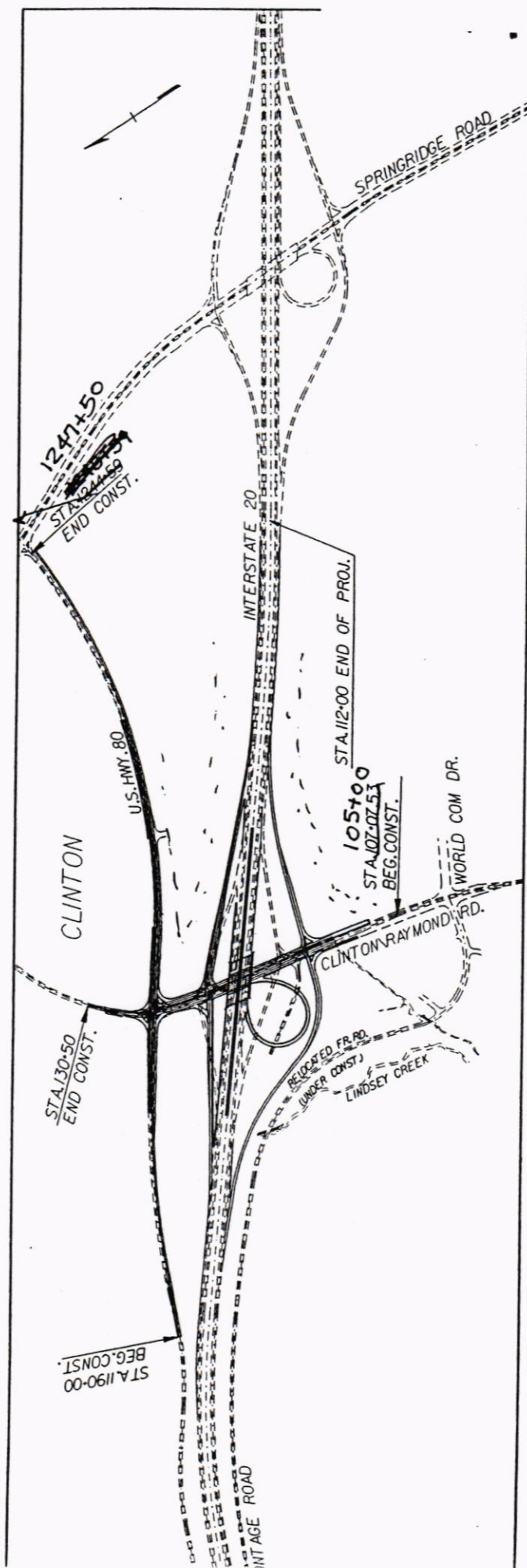
Executive Director

99-0020-0436-CONST. FMS No. 101610/2,500

I-20 INTERCHANGE MODIFICATION
AT CLINTON - RAYMOND RD. INTERCHANGE
HINDS COUNTY

SCALDS

PLAN		1 IN. = 100 FT.
PROFILE	{ HOR.	1 IN. = 100 FT.
	{ VERT.	1 IN. = 10 FT.
LAYOUT		1 IN. = 500 FT.



EQUATIONS

EXCEPTIONS

LENGTH DATA

LENGTH OF ROADWAY	9,937.23	FT.	1.002	ML.
LENGTH OF BRIDGES	227.77	FT.	.053	ML.
LENGTH OF PROJECT (NET)			1.035	ML.
LENGTH OF EXCEPTIONS		FT.		ML.
LENGTH OF PROJECT (GROSS)	10,215	FT.	1.935	ML.

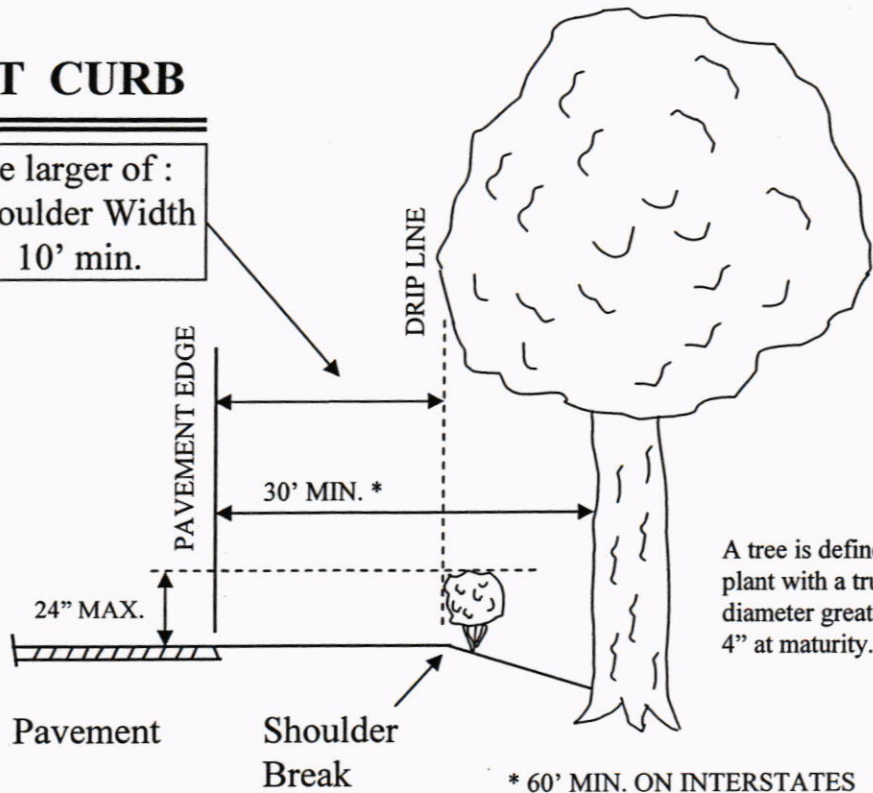
AM	NEWSMEN

PLANTING GUIDELINE SKETCH

10/14/03

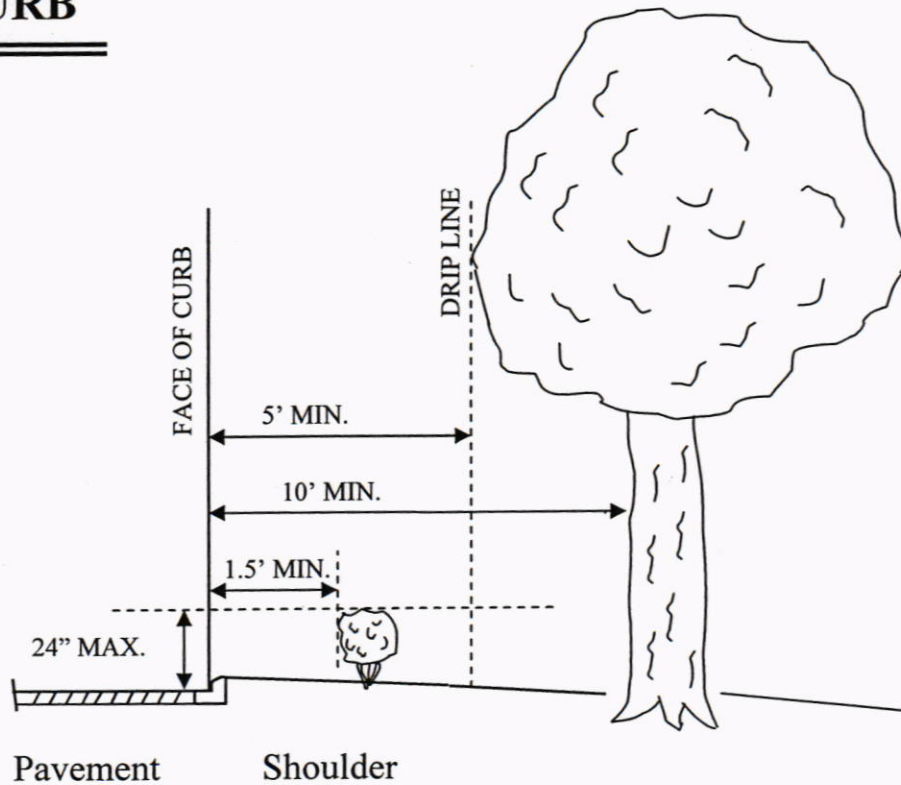
WITHOUT CURB

The larger of :
Shoulder Width
or 10' min.



A tree is defined as any plant with a trunk diameter greater than 4" at maturity.

WITH CURB



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 20, 2004

AGENDA ITEM NO. 11

BOARD APPROVED

CONSENT AGENDA:

TO:

JAN 20 2004

FOR:

ACCT. NO.

CITY OF CLINTON

DISCUSSION/ACTION: Reimbursement Resolution for Final Design Contract for Parks & Recreation Project and Public Works Facility

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 924-5462

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Brantley

SECONDED BY: Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

1
1
1
absent
1
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.

The Mayor and Board of Aldermen of the City of Clinton, Mississippi took up for consideration the matter of expending certain funds prior to the issuance of general obligation bonds for the purpose of renovation and constructing public buildings, parks, recreational facilities and purchasing land therefor. After a discussion of the subject, Alderman _____ offered and moved the adoption of the following:

RESOLUTION AUTHORIZING THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI TO SPEND CERTAIN FUNDS IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS, \$500,000.00 RELATING TO GENERAL OBLIGATION BONDS TO BE ISSUED OF THE CITY OF CLINTON, MISSISSIPPI TO RAISE MONEY FOR THE PURPOSE OF RENOVATING & CONSTRUCTION PUBLIC BUILDINGS, PARKS, RECREATION FACILITIES AND PURCHASING LAND THEREFOR, AND DIRECTING UPON ISSUANCE OF GENERAL OBLIGATION BONDS THESE CERTAIN FUNDS BE REIMBURSED TO THE GENERAL FUND OF THE CITY OF CLINTON, MISSISSIPPI.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi acting for and on behalf of the said City of Clinton, Mississippi hereby finds, determines, adjudicates and declares as follows:

1. It is necessary and in the public interest of the City of Clinton, Mississippi to expend certain funds for plans, design, specification and other expenditures relating to the purposes in preparation of issuing general obligation bonds for public buildings, parks, recreational facilities and purchasing land therefor.

2. The total of funds to be expended by the City of Clinton, Mississippi prior to issuance of the general obligation bonds will not exceed five hundred thousand dollars \$500,000.00.

3. The City of Clinton, Mississippi declares its official intent to reimburse the general fund of the City, the amount of funds expended prior to issuance of general obligation bonds with the proceeds of the Bonds upon the issuance thereof.

Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the results was as follows:

Alderman Jehu Brabham	voted: _____
Alderman Tony Hisaw	voted: _____
Alderman Tony Greer	voted: _____
Alderman Clint Brantley	voted: _____
Alderman Phil Fisher	voted: _____
Alderman Herb Touchton	voted: _____
Alderman Sharbert Lott	voted: _____

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 20th day of January 2004.

Mayor

ATTEST:

City Clerk

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 20, 2004

AGENDA ITEM NO. 12

CONSENT AGENDA: _____ TO: **BOARD APPROVED**

_____ FOR: **JAN 20 2004**

_____ ACCT. NO: **CITY OF CLINTON**

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Financing Rates on Sire System

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION: _____ MOTION MADE BY: Touchton

SECONDED BY: Brabham

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	<u>1</u>	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	<u>absent</u>	_____	_____
Touchton	<u>1</u>	_____	_____
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.

C I T Y O F C L I N T O N
300 Jefferson Street
Clinton, MS 39056
Direct: 601-924-5462
FAX: 601-925-4605

M E M O R A N D U M

Office of the City Clerk

Date: January 14, 2004

To: Mayor and Board

From: Wayne

Wayne

Item: Financing Rates on Siren System

I requested and received leasing rate quotes from The Peoples Leasing (Peoples Bank & Trust, Tupelo, MS) and First Continental Leasing (Bancorp South Bank, Hattiesburg, MS) for the funding of the siren system to be acquired from Federal Signal. The estimated cost of the contract is \$235,000.

Quoted rates are good through March 5, 2004 and are as follows:

	Peoples Leasing	First Continental
Lease term of 72 months:		
Monthly payments (in arrears)	3,606.05	3,664.85
Annual rate	3.337%	3.890%

Based on the above information, I am recommending that we accept the funding offer from The Peoples Leasing for this transaction.

The Peoples Bank
& Trust Company

Member FDIC

Tupelo Office
209 Troy Street
P.O. Box 704
Tupelo, MS 38801-0709

FAX TRANSMISSION COVER SHEETDATE: 1-15-04TO: Wayne DerrickCOMPANY: City of ClintonFAX NO: 601-925-4605FROM: Blair Hill OF _____

RECEIVED
JAN 16 2004

OFFICE OF THE CITY CLERK
CITY OF CLINTON

THIS TRANSMISSION CONSIST OF 2 PAGE(S) FOLLOWING
THIS COVER SHEET.

IF YOU HAVE ANY QUESTIONS OR PROBLEMS IN RECEIVING THIS
FAX, PLEASE CALL PHONE NUMBER 662-680-1590

THE PEOPLES BANK & TRUST CO. FAX NO. IS 662-680-1142.

CONFIDENTIALITY NOTICE

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SERVICE.

THE PEOPLES LEASING

Equipment Leasing Service of The Peoples Bank & Trust Company

P.O. Box 709/Tupelo, MS 38802-0709
662-680-1280
662-680-1557 Fax

Benton M. Hilbun, Jr.
Vice President

January 15, 2004

RECEIVED
JAN 16 2004

OFFICE OF THE CITY CLERK
CITY OF CLINTON

Ms. Rosemary Aultman
Mayor
City of Clinton
P.O Box 156

Clinton, MS 39046

Dear Ms. Aultman:

Re: Lease Purchase Financing – Siren, alarm system

In response to your public notice to bidders, The Peoples Leasing, a division of The Peoples Bank & Trust Company, is pleased to submit a quote for lease-purchase financing of the above mentioned equipment.

<u>Term</u>	<u>Rate</u>
60 Months	3.079%
72 Months	3.337%

.This rate will be held good through March 31, 2004.

This is a governmental, tax-exempt issue with first payment due in arrears. Ownership of the equipment will revert to the lessee (City of Clinton) after full payment of the lease stream. We require the unqualified opinion of the attorney for City of Clinton that the lease is a legal binding obligation, and that same is bank qualified for tax-exempt status under the Internal Revenue Code. In addition, we will need evidence from your insurance agent that the equipment is covered with The Peoples Leasing as additional insured and loss payee.

City of Clinton
Page 2
January 15, 2004

To accept this bid, please sign below and return the original letter to The Peoples Leasing on or before March 31, 2004. If this bid is not accepted on or before March 31, 2004, the bid will expire on that date.

This bid is neither assignable nor transferable.

We at The Peoples Leasing appreciate this opportunity to serve your financial needs. If you have any questions, please do not hesitate to call me.

Sincerely,



Benton M. Hilbun, Jr.
Vice President
662-680-1280

ACCEPTED THIS THE _____ DAY OF _____, 2003

BY: _____ TITLE: _____

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 20, 2004

AGENDA ITEM NO. 13

BOARD APPROVED

JAN 20 2004

CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Adoption of Parks & Recreation Policies and Procedures Manual

INTRODUCED BY: Ray Holloway, P&R Director

TELEPHONE: 924-6082

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

T. J. Hisaw encourage

BOARD ACTION:

MOTION MADE BY: *Tom Hisaw*

SECONDED BY: *Greer*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

absent

Mayor Aultman

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



CLINTON

HISTORY • PRIDE • PROGRESS

PARKS & RECREATION

"Providing Something For Everyone"

Policy & Procedures Manual

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**1000
Organization
and
Administration**

1100 Mission Statement

The City of Clinton Parks and Recreation Department continuously strives to improve the quality of life for the citizens of Clinton by providing professionally designed leisure programs and services. To accomplish this mission we strive:

- To provide diversity in programming opportunities to meet the changing needs and interest of users,
- To maintain safe, attractive facilities to ensure opportunities for all users,
- To assist in the development of knowledge, interest, and behaviors that promote a healthy lifestyle,
- To encourage the development of positive attitudes regarding participation and sportsmanship,
- To offer affordable, quality programs and services.

1200 Purpose and Objectives

The Parks and Recreation Department (hereinafter referred to as the Department) has the responsibility for providing a broad range of leisure activities to the residents of the City of Clinton based on the philosophy expressed in the following statements:

1205 Basic Beliefs

It is our responsibility to:

1. Develop a comprehensive and competently managed program of recreational opportunities for the citizens of Clinton.
2. Promote the values of participation in active recreation as both necessary and beneficial to a full and healthy life.

1206 Departmental Objectives

That it is our responsibility to:

1. To provide the best possible recreational opportunities and facilities for the citizens of Clinton.
2. To provide opportunities for recreation that promote recovery from the rapid pace of modern day society.
3. To promote the City of Clinton through organized recreational activities.

1207 Participant Objectives

It is the desire of the Department that every citizen who participates in our program of activities benefits in the following ways:

- Advisory Board members shall be appointed and approved by the Mayor and Clinton Board of Aldermen.
- Appointments shall be for a period not to exceed three (3) years beginning on the date of joint approval by the Mayor and Board of Aldermen and expiring June 30 of the 3rd calendar year from that date of approval, so long as the entire term does not exceed 3 years.
- Absence from 3 or more regularly scheduled monthly meetings in any calendar year of service shall be grounds for replacement.
- Advisory Board members may be appointed to successive terms.

b. Qualifications:

- Residence in the ward to which they are appointed to serve.
- Active participation or involvement in Department activities.
- Expression of sincere interest in the recreation movement in Clinton

c. Composition:

- One representative from each ward for a total of six (6).
- Two mayoral representatives.
- One at-large representative.

2. Duties:

a. Members:

- Serve as liaison treasurer or other officer for a youth athletic association or serve in some other capacity relating to a youth athletic association as requested by the Department.
- Represent ward concerns and interests.
- Recommend expenditures for fiscal year budgets.
- Review monthly, all parent association reports.
- Participate, as requested by the Department, in the preparation of long-range plans for the Department.
- Elect chairman, vice chairman, treasurer.
- Actively participate in and promote activities of the Department.
- Make recommendations on policies, procedures and program.

b. Chairman:

- Shall be elected by the membership every September, or not later than three (3) months following the vacation of the position.
- Conduct regular and special meetings of the membership for the purpose of carrying out the functions and duties of the Advisory Board.
- Represent the positions and recommendations of the Advisory Board as directed by the membership or the Director of the Department.
- In the absence of the Vice-Chairman, appoint a member to act as recorder during regular meetings.

c. Vice-Chairman:

- Shall be elected by the membership every September, or not later than 3 months following the vacation of the position.
- Serve the Advisory Board in the absence of the Chairman.
- Record notes and prepare minutes from the proceedings of all official meetings of the Advisory Board.

1600 Records and Reports

The Department shall maintain all records, files, receipts, and reports concerning personnel, purchasing, and other financial matters as directed by guidelines of the Department of Budgeting and Accounting.

1700 Planning

1. Master planning for the Department shall be conducted by a selected group of Department personnel, Advisory Board members, Association representatives, selected professional planners, and others as specifically requested by the Mayor, Board of Aldermen, or Department Head.
2. A Parks and Recreation Master Plan shall be prepared, at a minimum, every ten years. This Plan shall be used as a guide for the activities of the Department and the Advisory Board. This plan shall, at a minimum, project the 5-year needs and desires of the Department for improvements to Parks and Recreation facilities, programs and activities.
3. Shorter-range implementation plans shall be developed by the Department and Advisory Board to achieve reasonable interim objectives of the Master Plan.
4. Long-range and short-range plans shall be reviewed by the Advisory Board during regular or special meetings each October and updated as required.

1800 Keys

1. The Department shall control the allocation of all keys to all Department assets.
2. Keys shall be assigned to individuals for a specified period of time to facilitate the accomplishment of specific programs or objectives.
3. Key allocation shall be approved by the Department Head.
4. Locks may be changed without notification to key-holders at the discretion of the Department Head.

1900 Signage

1. The Department shall control all signage placed on property for which the Department has responsibility.
2. The Department shall retain the right to approve all designs and placement of all signage with exception of temporary flyers that are placed on approved bulletin boards or other designated locations.
3. The Department shall be responsible for maintaining a consistent policy for advertising, promoting, and sponsoring of Department assets, activities, and events.
4. Unapproved signage may be removed and destroyed by Department staff immediately and without notice.



2100 Purpose and Objectives

Parks and Recreation Department shall strive to insure participation by all citizens in leisure time activities. This shall be accomplished by, but not limited to:

- a. Advisory Board input
- b. Community/ward meetings
- c. Public hearings
- d. News media
- e. Civic club involvement
- f. Personal contact with the public

2105 Department History

Provided upon request at Administrative Offices.

2200 Responsibility

1. Director – To establish and maintain relations with city government; business leaders, department heads, Advisory Board members, civic organizations, and volunteer leaders.
2. Advisory Board – To represent the established ward of appointment at all meetings of the board, as well as department function or appointed interest.
3. Staff Members – To represent the City and department to the public as to the best interest of the department for the betterment of leisure time activities.
4. Volunteers/Instructors – To insure that all actions and participation relate to the betterment of the department and participants.

2300 Direct Communications with the Public

Clinton Parks and Recreation Department shall have primary responsibility for advising and alerting the community of activities, event and activity registrations, and facility closings. The Department depends on the mass media to alert community happenings. Working with these areas are a necessity for our department, however, advance approval will be granted only through the Director for any information given to the public or media relations.

2305 Communications Media

The Department shall make use of a variety to communications channels to promote, and communicate Department-sponsored activities and events. These channels will include: radio, television, newspaper, website, flyers.

2306 Mass Media

Staff members, including Advisory Board Members, shall be authorized to provide information concerning only the programs for which they have direct administrative or organizational responsibility unless otherwise authorized by the Department Director. All policies and procedures are to be discussed by the Director only.

2311 Special Interest Groups/Associations

All associations and interest groups shall operate under the advisement of the Department and Advisory Board.

1. Purpose shall be to promote special activities or interests of the Department.
2. All associations shall be under the supervision and advisement of the Department and the Advisory Board.
3. Each association, in order to maintain proper relations with the Department and Advisory Board, shall permit the membership of at least one Department staff on its official Board of Directors and Executive Committee, each in a non-voting capacity. The Department staff member may delegate this membership to another staff member or Advisory Board member.
4. In order to maintain good standing with the Department and Advisory Board, Associations shall have, at a minimum: elected officers, specified regular meeting dates that are open to the public, yearly operating budgets, and shall maintain accurate minutes of all business and decision meetings.

2312 Complaints

1. All complaints received by Department staff members shall be recorded on a complaint form. The form shall be forwarded to the Director for investigation. All complaints, at the discretion of the director, shall be discussed at the monthly Advisory Board meeting.
2. Complaints received in writing, by phone, in person, or those received indirectly by the Department shall be investigated and dealt with accordingly.
3. Department staff shall work with all volunteer organizations to insure complaints are handled to the best of the public's interest.

2313 Solicitation of Funds

1. Department employees or representatives shall not be involved in any solicitation of funds for Department facilities or programs without permission of the Director.
2. Solicitation for funds or support from public or private sector shall not be allowed on any Department-owned or operated properties without the consent of the Director.
3. Department employees or representatives are encouraged to participate in community activities at their own discretion but must adhere to all Department policies during each such involvement if their participation involves Department programs, activities, events, or policies.
4. All Activities Associations shall submit a Fund Raising Application to the Director for approval of any proposed projects at least 30 days prior to purposed event. Only associations in good standing with the Department shall be approved for fund raising activities on Department-controlled grounds. Fund Raising Applications may be obtained at the Department's administrative office.

2317 Eligible Organizations

1. Any organization working in cooperation with the Department and having a signed Facility Use Agreement on file with the Department, other than City departments, paid renters, or any other approved organization, shall be eligible to use the facilities or listed equipment described in their agreement without further involvement of the Department.
2. All eligible organizations shall have direct approval for no-fee use of Department-controlled resources according to the terms of their Facility Use Agreement.
3. No individual or organization, unless specifically authorized by the Mayor and Board of Alderman, shall use any equipment not expressly authorized. In no instance shall any individual or organization use Department tools (including, but not limited to mowers, trimmers, or vehicles) without prior authorization.

2318 Requirements

1. Any use of facilities and athletic fields shall be coordinated with and controlled by the specific staff personnel who have responsibility for them.
2. Individuals and organizations must complete Facility Use Agreements or other documentation as specified by the Department, and pay required fees before use of any reserved facility.
3. All users of Department-controlled resources are subject to payment of a damage deposit prior to use of the resource. This deposit will be refunded after the property has been checked by a Department representative and determined to be undamaged. Final decision about damage deposit refunds shall rest with the Department Director.
4. No recreation center, athletic field, or other park property shall be used for personal or organizational gain unless specifically approved prior to use by the Department Director.

2319 Defacement and Destruction of Property or Removal of Property

1. Under penalty of law according to current regulations, codes, and ordinances enforced by the City of Clinton, defacing or destroying public property is prohibited.
2. Restitution to be determined by City Court Judge.

2320 Littering

No littering, as outlined by City of Clinton codes, is allowed on park property.

2321 General Conduct

1. The use of tobacco products is prohibited inside athletic field fences, in Department offices, or by any youth coaches during a contest.
2. Alcoholic beverages are prohibited and may not be brought onto park property at any time.

2328 Fireworks

1. Shall comply with City of Clinton ordinance.
2. No individual shall use fireworks on park properties unless operated by City Approved Officials.

2400 Facility Hours

1. All Park areas, facilities, parking lots, and any other Department operated areas shall close at 10:00 p.m. unless posted otherwise. Only staff supervised and/or controlled areas or activities shall be allowed to operate past 10:00 p.m.
2. No athletic contest shall begin after midnight on Saturday, and shall not begin prior to 12:00 noon Sunday without written permission of the Director.
3. Traceway Park athletic fields will close every Wednesday at 3:00 p.m. to all organized athletic/sporting activities and will reopen every Thursday at 7:00 a.m.
4. Kids Towne Park will only be open for public usage during daylight time only.

3000
Finances

*Finances***3100 Budget Planning**

1. Department Director and Office Manager shall constitute the Department Budget Committee.
2. Preparation, consisting of forms, figures, facts, previous requisitions, and other materials, shall begin in May.
3. Presentation of Division figures shall be available to the Director for compiling the Department budget no later than the first Tuesday in July.
4. Department budget shall be available for presentation to Mayor and Board of Alderman by the first Tuesday in August.
5. Budget adoption and publication shall be by the Mayor and Board of Alderman and the Department of Budget and Finance.

3200 Income**3205 Fees and Charges**

1. Charges for use of Department facilities and equipment shall be recommended by Department staff and Advisory Board and approved by the Mayor and Board of Alderman. Refer to the Administrative Office for current fees.
2. All fees and charges shall be collected, receipted and deposited through the Administrative Offices.
 - a. Recreation centers, Fields, and other recreational areas shall collect users fees and receipt all fees through the Administration Offices.
 - b. All other fees and charges shall be collected and receipted through the Administrative Offices.
3. The Department may collect a user fee for:
 - a. Athletics
 - b. Field Rental – For non-departmental programs
 - c. Instructional Programs
 - d. Facilities Rental
 - e. Special Programs
 - f. Pavilions
4. Payment of fees and charges:
 - a. Due at registration time.
 - b. Mail-ins are acceptable for pavilion rentals and athletic registration forms only. All other fees are handled directly.

3206 Concessions

1. The Department shall operate all concessions, with the exception of Athletic program concessions.

Finances

- a. The Facilities Manager will be called upon for assistance in any specifications dealing with maintenance.
 - b. Supervisors shall help the Facilities Manager as needed in specifications.
4. The City of Clinton Parks and Recreation Department will advertise bids and review for lowest and best price.
- a. We will use state contracts when necessary.
 - b. We will give everyone interested an opportunity to bid.
5. The Department head shall be responsible to secure purchase order numbers for all awarded bids and insure that the bidder has met all specifications and make recommendations to Mayor and Board of Alderman.
6. The Mayor and Board of Alderman shall determine the winner and award all bids.

3307 Payrolls and Services

- 1. Exempt, General Services and Superintendent employees shall be paid on the 15th and 30th of each month.
- 2. All other employees shall be paid every Friday.
- 3. Services and charges, instructors, officials, etc., shall be paid on the 1st and 3rd Wednesday of each month following approval of the Mayor and Board of Alderman.
- 4. To receive payment:
 - a. The supervisor of staff member responsible for payment must submit to the Director request for payment for approval.
 - b. Request must be submitted on or before Thursday p.m. prior to Tuesday board meeting.
 - c. All Travel requisitions and reimbursement payments must follow the same procedures.

3308 Refunds

- 1. Refunds shall be made only when the Department cancels any class or session, or there exists a peculiar situation with a participant.
- 2. If more than three (3) games in any adult sport are canceled and not rescheduled due to weather conditions, there shall be a partial refund given in credit form. This shall be at the discretion of the Department Director.
- 3. Refunds shall follow the same procedure as Section 3307-4 above.

3400 Sale of Surplus Property (Other than land)

- 1. All surplus property shall be sold at the discretion of the Department Head.
- 2. The Mayor and Board of Alderman will approve all surplus property.

4000
Personnel

4100 Personnel

1. The Department shall actively recruit prospective recreational professionals through literature, discussions, seasonal employment and college internships.
2. Employee residence, personal needs, interest and ability to achieve professional status will be considered.
3. The Department shall strictly adhere to the affirmative action guidelines of the City of Clinton and Title II of the Americans With Disabilities Act.
4. All personnel shall serve a six-month probation period.
5. The Department shall follow all guidelines as outlined in the Employee Personnel Handbook.

4105 Certified

1. Certification requirements are determined by job descriptions.
2. The Department shall look favorably upon all individuals, as needed by job standards, certified by the NRPA, MRPA certification committee.

4106 Seasonal Employment

1. Seasonal help will be hired throughout the fiscal year as needed and budgeted through supervisors.
2. All employees shall have applications on file with the Personnel Department.
3. Employees shall be used in any and all jobs under the direct supervision of division leaders of their designate.
4. Seasonal employees shall be subject to immediate dismissal for failure to comply with any Department guidelines as outlined in the employee's orientation manual.
5. Seasonal employees shall be present at Department meetings and orientations during the period of their employment, unless otherwise directed by their supervisor.
6. Seasonal employees may be required to complete in-service training as required by their supervisor.

4200 Employee Cooperation

All employees are expected to cooperate fully with each other and other divisions. Division leaders are totally responsible for these actions.

4300 Channel of Procedures

1. Chain of Command
 - a. All employees shall answer directly to their immediate supervisors.

4600 Automobile Use**4605 Department Vehicles**

1. Vehicles shall be provided for Department personnel for use during business hour for official business only. All vehicles will be parked at their assigned location at the end of the workday. No vehicles, except the Department Head, will be taken home at night without prior approval of the Department Head.
2. Recreation and Sports Coordinators will be allowed 24 hours per day, 7 days per week use of an assigned departmental vehicle during their designated season with prior approval from the Department Head. All coordinators who take their vehicles home must maintain an approved monthly mileage log.
3. All Department personnel are eligible to operate Department vehicles during regular hours or scheduled work hours provided that they shall:
 - a. Have a valid State of Mississippi operator's license,
 - b. Have the skills and proficiencies to needed to operate the vehicle (as determined by the Department Head or his designee), and
 - c. Wear proper restraining devices at all times during the operation of the assigned vehicle.
4. No unauthorized personnel may ride as a passenger in any city vehicle, without prior approval from the Department Head.
5. Failure to operate department vehicles properly, or misuse of vehicles, may result in immediate termination of employment, or forfeiture or suspension of vehicle operating privileges.
6. Director shall determine and approve non-department use of vehicles.

4606 Personal Vehicles

1. Personnel not specifically assigned a Department vehicle may be requested to operate personal vehicle as needed.
2. All personal vehicle mileage in approved service of the Department shall be logged and reimbursed at state approved mileage rate.
3. Director shall approve all reimbursement statements for payment no later than Tuesday prior to each board meeting of the month.

4700 Employee Personnel Handbook

All employees shall refer to the city handbook for further explanation of personnel policies.

5000
Activities & Programs

5100 Statement of Objectives**5105 Recreation Division**

It shall be the objective of the Recreation Division to provide facilities, leadership, motivation, knowledge and opportunities for citizens of all ages to participate in a variety of leisure activities designed to promote fun, skills, education, exercise and community spirit.

5106 Athletic Division

It shall be the objectives of the Athletic Division to provide facilities, leadership, motivation, knowledge, and opportunities for both youth and adult citizens to participate in a variety of competitive and recreation athletic activities designed to promote fun, skills, exercise, fellowship, team spirit, community pride and sportsmanship.

5107 American Disabilities Act (ADA)

The Department of Parks and Recreation, in compliance with the American Disabilities Act (ADA), works to provide accessible programs and facilities to the disabled. The Department does not discriminate on the basis of any disability.

5108 Planning the Program

1. Long-range program (refers to both recreation and athletic planning) shall be implemented by all staff members, Advisory Board recommendations and input from parent associations.
2. Staff personnel shall handle schedules, dates, times, locations and other related detailed information.

5200 General Operating Policies**5205 Health Control**

1. Infectious Participants:
 - a. Department reserves the right to deny participation in any activity or in any facility if, in the judgment of the supervisor, the possibility for the spread of the infectious disease is possible.
 - b. Department shall not prohibit participation by any individual eligible to participate unless in the best interest of the community and as advised by legal counsel.

5206 Liability Releases

1. Parental Authorization:
 - a. Parental authorization shall be secured in writing on registration forms prior to any minors participating in youth sports, day camps, or instructional programs, or other Department related events.
 - b. Legal parent and/or guardian must sign in order for youth to participate.

2. When affiliated with Department-sponsored events, volunteers are NOT considered employees of the city or Department but are expected to uphold and abide by the Department's policies, procedures, and general standards of conduct.
3. In general, Department staff and employees take direction only from their Department supervisors and the Department Director. They are permitted to act at their own discretion to respond to specific requests from volunteer event organizers or participants so long as these actions do not violate Department policies, procedures, or intent.

5306 Activity Associations

The Department and the Advisory Board recognizes the contributions of volunteer Activity Associations in offering quality recreation programs to the citizens of Clinton. Further, the Department supports and encourages participation of community volunteers in these Activity Associations in so far as they offer a variety and quality of programs that the Department cannot itself provide. These Activity Associations have traditionally formed a vital partnership with the Department and the Department desires to actively support, enhance, and augment the programs of these associations.

Associations with which the Department has long-standing relationships include:

- | | | |
|----|--|---------|
| a. | Clinton Soccer Association | (CSA) |
| b. | Clinton Girls Softball Association | (CGSA) |
| c. | Clinton Baseball Association | (CBA) |
| d. | Clinton Adult Softball Association | (CASA) |
| e. | Clinton Tennis Association | (CTA) |
| f. | Clinton Recreation Association | (CRA) |
| g. | Clinton Therapeutic Recreation Association | (CTRA) |
| h. | Clinton Living Young Association | (CLYA) |
| i. | Clinton Sports and Recreation Council | (CSRC) |
| j. | Clinton Friends In The Park | (CFITP) |

The Department seeks to expand this list in order to expand and sustain its programs and activities.

5307 Requirements for Affiliation with the Department

1. All associations shall be sanctioned by and approved for affiliation with the Department by the Advisory Board. A signed Facility Use Agreement shall be on file in the Department office prior to the conduct of any Association activity on a Department-controlled facility.
2. The Advisory Board shall participate with Activity Associations as described in Section 2325 of this document.
3. Unless approved in writing by the Department Director, all association board members shall reside within the Clinton Separate School District.
4. Each association is strongly encouraged to gain affiliation/sanctioning with a national organization for their activity. Affiliation with the Department and resulting use of City facilities may be denied if such an affiliation is available and not maintained.
5. Each association shall present annually to the Advisory Board:

- a. The Supervisor of Recreation shall be responsible for all recreation programs and special events and shall work closely with the Director.
2. Seasonal, part-time or any paid personnel such as instructors and counselors shall be responsible to the Supervisor of Recreation Activities.

5406 Implementation of Recreation Activities

1. Instructional Programs:

- a. The Department shall offer wide range of programs.
- b. Community input for additional programs shall be considered with consideration for times, dates, facility availability and financial considerations.
- c. Instructors shall be responsible to Recreation Coordinators.

2. Summer Day Camp:

- a. Offered in June, July, and August
- b. Program shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday with supervision from 7:30 a.m. to 5:30 p.m. Camp will not meet on national holidays.
- c. Registration shall be conducted at Administrative Office only during the Month of May. Payments for day camp will be taken at campsite after camp starts.
- d. First week registration fees will be paid during registration.
- e. In order to guarantee camp slot for the summer, parents may pay lump sum during registration.
- f. If paying weekly, camp slot will not be guaranteed.
- g. Camp shall offer a wide variety of activities for children ages' kindergarten through 5th grade.
- h. Leaders shall be responsible to the Recreation Supervisor.
- i. Discipline: Children misbehaving or causing problems at day camp will be warned by his or her counselor first, then by Recreation Supervisor, who will notify the parents. If the child continues to misbehave he or she will be dismissed from the day camp program.

3. Spring Break Day Camp:

- a. Offered during Spring Break
- b. Program shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday with supervision from 7:30 a.m. to 5:30 p.m. Camp will not meet on national holidays.
- c. Registration shall be conducted at Administrative Office.
- d. Camp fee is due prior to start of camp.
- e. Camp shall offer a wide variety of activities for children ages' kindergarten through 5th grade.
- f. Leaders shall be responsible to the Recreation Supervisor.
- g. Discipline: Children misbehaving or causing problems at day camp will be warned by his or her counselor first, then by Recreation Supervisor, who will notify the parents. If the child continues to misbehave he or she will be dismissed from the day camp program.

4. Seniors Activities:

The Department shall maintain and operate a number of these areas in various parks. Pavilions may be reserved by the public:

- a. Call Administrative Office
 - b. Complete Renter's Agreement
 - c. Pay fee within 5 working days of the day reserved
10. Rental Preparations Procedures:
- a. Week Day Rental – The office will prepare a card for every rental. The facility will be checked the day prior by Ground Maintenance (GM).
 - b. Saturday Rental – The office will prepare a rental card for GM and notify contract clean up crew as needed. GM will check the facility on Friday.
 - c. Sunday Rental – The office will prepare a rental card for GM and notify contract clean up crew as needed. The stand by GM person will check the facility on Sunday morning and call the contract clean up crew if needed. If contract clean up crew does not report, stand-by GM will prepare facility and notify the office on Monday morning.
11. Alcoholic beverages shall not be allowed on any Park property.

5500 Athletic Programs

5505 Supervisor of Athletics and Sports

1. The Sports Coordinator shall answer directly to the Director.
 - a. The Sports Coordinator Administration shall be responsible for leagues and athletics administration and shall work closely with the Director.
2. Seasonal, part-time or any paid personnel such as officials shall be responsible to the Sports Coordinator.

5506 Implementation of the Athletic Program

1. Where programs will be conducted:
 - a. All athletic events will be held at City owned/operated fields, joint department/school fields and facilities and multi-purpose fields designated as playing areas.
 - b. Specific leagues, ages and gender groups will be assigned play and practice areas prior to and during the season by the Athletic Division.
2. Who may participate in the program:
 - a. Any Individual may participate in organized athletic activities regardless of race or gender group.
 - b. Youth athletics shall be 4 years to 18 years. Adult athletics shall be 16 and over, or completed high school. All officials and coaches must meet or surpass age requirements for adult athletics participants.
 - c. For those individuals ages 16 and 17 who participate in any adult program must have a release/waiver signed by their parents/guardians before participating.

- b. Freezes will be for the coaches' child(ren) or sponsor's child.
- c. Other freezes allowed at the discretion of the Sports Coordinator.

I. If a coach decides to freeze a player, he/she must have:

- (a.) A written letter from that person stating he will be a coach and his son/daughter may be frozen.
- (b.) Coaches attend the draft in person to verify their commitment.
- (c.) Phone confirmation to athletic staff acknowledging the awareness of his/her child being frozen.

NOTE:

A frozen player's mother/father must assume coach's responsibilities in order to be frozen. Violation of this policy will result in disciplinary action to that coach and team.

5. Rules and Regulations:

- a. Changes to the League Organizations rules and regulations as stated in this document shall be at the direction of the Athletic Division.
- b. Activity Association is encouraged to participate in any rule changes or make recommendations for such changes.
- c. Guidelines are intended to cover any special exceptions, regulations, Department philosophies, or other areas not specifically covered in a rulebook.
- d. Tie-Breaker Procedures for League Championships

A. Two-Team Tie:

When there is a two-team situation at the end of the season, the following system will be used to break the tie starting with number one and proceeding downward.

- I. The total won-lost results of the head-to-head league competition between the two teams.
- II. If the tie stills exists, the won-lost record of the two tied teams vs. the number one team and proceeding downward.
- III. If the tie persists after #1 and #2 above, it will be broken by play-off game between the two teams.

B. Three or More Team Tie:

When there is a tie situation involving three or more teams, the following system will be used:

- I. The total won-lost record of all games among the tied teams will determine the standings.
- II. If a multi-tie still exists, the won-lost record of the tied teams vs. the number one team and proceeding downward.
- III. If two teams are still tied after #1 and #2 above, a playoff game will be played to break the tie.

- a. Adult: Champion teams will receive champion T-shirts for each player on league roster. 1st and 2nd place Team trophies may be awarded in leagues with 10 or more teams (Plaques may be substituted for trophies.)
- b. Youth: League champions will receive T-shirts or patches and may receive medals or trophies for each player.

5600 Sports and Athletics Participation Policies**5605 Dual Sports Participation**

When there is an overlapping of sporting events for any reason, the child concerned will make the decision as to which event he will participate in. No coach will in any way penalize the child for making his/her preference. Games held during that specific sport season take precedence over any past, present or future sport practice. Any coach in violation of this shall be subject to suspension from coaching for a period of no less than one (1) calendar year.

5606 Dual League Participation Policy

No participant in any City of Clinton Parks and Recreation Department youth sports program is eligible to participate in more than one league at the same time without approval of the Advisory Board. This decision must be made prior to the starting of the second regular scheduled Parks and Recreation game. Violation of this policy in any sport will result in immediate suspension of the player from all Parks and Recreation sports programs for one (1) year from date of violation.

The reason for this policy is:

1. Fairness to teammates
2. Fairness to coaches
3. Fairness to both leagues
4. Administration changes

5607 Participant Move-up Policy

The Parks and Recreation Department Youth Sports requires that a child must play in his/her desired age group determined by the National Affiliation the Youth Sport is registered. However, a parent or guardian may request that his/her child be moved from one age group to another. The Department may grant that request after consideration of the following:

1. Date of birth of child
2. Skill level or physical ability
3. Parent's need assessment
4. Coach's need assessment
5. Safety need assessment

The recommendation to move a player up shall be reviewed by a committee consisting of, at a minimum, the parent/guardian of the child, departing and receiving coaches (if move is made after team assignment has been made), association official, Department Sports Coordinator, and Advisory Board. Final decision to allow a player to move up shall rest with the Advisory Board.

cleared immediately and all spectators and participants shall seek shelter in their automobiles or permanent structures on site. Three short blasts will sound when the alert has been cleared. Then and only then players and spectators be allowed to return to the playing fields or open surroundings.

5. Violation of the THOR-GUARD policy in any sport at any time will result in immediate suspension of the player/coach/official from all Parks and Recreation sports programs for a period of one (1) year from date of violation.

5700 Legal Jurisdiction

1. The policies, procedures, codes, and laws of the City of Clinton prevail over all Department-controlled activities, events, and programs, policies and procedures. As such, Clinton Law Enforcement agencies have direct jurisdiction over all Department-controlled and sponsored events, activities, facilities, and programs.
2. Department personnel will have the ability to assist law enforcement personnel, as requested, to control activities involving and the use of Department-controlled resources.

MISSISSIPPI LEGISLATURE

REGULAR SESSION 1988

By: Representatives Burdine, Ellington,
Malone, Nettles, Parker, McMillan,
McElwain, Savage, Capps, Britt

To: Judiciary B

APPROVED
BY GOVERNOR

HOUSE BILL NO. 775
(As Sent to Governor)

1. AN ACT TO PROVIDE THAT QUALIFIED VOLUNTEERS AND CERTAIN
2. SPORTS OFFICIALS SHALL NOT BE CIVILLY LIABLE FOR PERSONAL INJURY
3. OR PROPERTY DAMAGE RESULTING FROM CERTAIN ACTS OR OMISSIONS IN
4. CARRYING OUT THEIR ACTIVITIES; AND FOR RELATED PURPOSES.
5. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:
6. SECTION 1. (1) For the purposes of this section, unless
7. the context otherwise requires:
8. (a) "Qualified volunteer" means any person who freely
9. provides services, goods or the use of real or personal property
10. or equipment, without any compensation or charge to any volunteer
11. agency in connection with a volunteer activity. For purposes of
12. this act, reimbursement of actual expenses, including travel
13. expenses, necessarily incurred in the discharge of a member's
14. duties, shall not be considered monetary compensation.
15. (b) "Volunteer agency" means any department,
16. institution, community volunteer organization or any nonprofit
17. corporation designated 501(c)(3) by the United States Internal
18. Revenue Service, except an agency established primarily for the
19. recreational benefit of its stockholders or members.
20. (c) "Volunteer activity" means any activity within the
21. scope of any project, program or other activity regularly
22. sponsored by a volunteer agency with the intent to effect a
23. charitable purpose, or other public benefit including, but not
24. limited to, fire protection, rescue services, the enhancement of
25. the cultural, civic, religious, educational, scientific or
26. economic resources of the community.

27. (2) A qualified volunteer shall not be held vicariously
28. liable for the negligence of another in connection with or as a
29. consequence of his volunteer activities.

30. (3) A qualified volunteer who renders assistance to a
31. participant in, or a recipient, consumer or user of the services
32. or benefits of a volunteer activity shall not be liable for any
33. civil damages for any personal injury or property damage caused to
34. a person as a result of any acts or omissions committed in good
35. faith except:

36. (a) Where the qualified volunteer engages in acts or
37. omissions which are intentional, willful, wanton, reckless or
38. grossly negligent; or

39. (b) Where the qualified volunteer negligently operates
40. a motor vehicle, aircraft, boat or other powered mode of
41. conveyance.

42. SECTION 2. (1) Sports officials who officiate athletic
43. contests at any level of competition in this state shall not be
44. liable to any person or entity in any civil action for injuries or
45. damages claimed to have arisen by virtue of actions or inactions
46. related in any manner to officiating duties within the confines of
47. the athletic facility at which the athletic contest is played.

48. (2) For purposes of this section, sports officials are
49. defined as those individuals who serve as referees, umpires,
50. linesmen and those who serve in similar capacities but may be
51. known by other titles and are duly registered or members of a
52. local, state, regional or national organization which is engaged
53. in part in providing education and training to sports officials.

54. (3) Nothing in this section shall be deemed to grant the
55. protection set forth to sports officials who cause injury or
56. damage to a person or entity by actions or inactions which are
57. intentional, willful, wanton, reckless, malicious or grossly
58. negligent.

59. (4) The provisions of this section shall apply only to
60. actions the cause of which accrued on or after July 1, 1988.
61. SECTION 3. Nothing in this act shall be construed to
62. limit the liability of a person acting outside the scope of the
63. volunteer activity, or as limiting a person's right of recovery
64. under provisions required to be contained in an automobile
65. liability insurance policy or contract pursuant to Sections
66. 83-11-101 through 83-11-111, Mississippi Code of 1972, and the
67. liability of the owner or operator of an uninsured motor vehicle
68. shall not be limited as provided in this subsection for purpose of
69. recovery under such a provision.
70. SECTION 4. This act shall take effect and be in force from
71. and after July 1, 1988.

S/
E/

FACILITY USE AGREEMENT

This Agreement, made the ____ day of _____, 20____ by and between the City of Clinton, Mississippi, a municipal corporation, thereafter called "City" and the _____, a non-profit corporation, hereinafter called "User".

WITNESSETH:

In consideration of mutual agreements contained herein, the parties agree as follows:

1. The user shall operate its youth sports program at the location described in Exhibit "A", hereinafter called "Facilities", beginning February 1, 20____ and ending January 31, 20____. Exhibit "A" is attached hereto and incorporated by reference as if set forth in words and figures herein.
2. By becoming a party to this Agreement, the User affirms its existence as a non-profit corporation, as evidence by a certificate of existence issued by the Secretary of State of Mississippi pursuant to Section 79-11-121, Mississippi Code of 1972, as amended, a copy of which certificate has been given to the City's Parks and Recreation Director, hereinafter called "Director" and the City's Parks and Recreation Advisory Board, hereinafter called "Board".
3. The User shall operate its sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director and Board for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes to the Director and Board for approval.
4. The User shall submit registration dates and locations to the Director on or before September 1 for the upcoming year. If any changes in dates or locations are desired, the User shall submit said proposed changes to the Director for approval. Schedule's for practices and games must be submitted for approval by the Director or his designee one week prior to season starting. Request for changes in schedule for practice or games must be submitted 72 hours prior to scheduled time to the Director or his designee for approval or modification. The City shall be responsible for all field preparation for games and practices and all other maintenance, which includes lining fields, cutting grass (if required between normal city cutting scheduled cuttings), and picking up misplaced litter and placing it in trash cans. In the event the Director determines the field is damaged by the activities of the User, the User shall pay sufficient funds, determined by the Director, for proper field repair.
5. The User shall make no arrangements for tournaments, single game play or practices, or other activities to be conducted on the City's facilities without a request first being submitted to the Director for approval.
6. The User shall make no permanent physical improvements to the Facilities without first obtaining the Director's or his designee's written consent. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.
7. All revenues received by the User shall be used solely for the benefit of operating recreational sports programs or making approved improvements of a facility in the City Parks. If the User desires at any time to collect admission fees, written approval from the Director shall be required.

8. The User is required to provide financial statements of "all" monies semi annually and yearly audits conducted by a Certified Public Accountant to the Director and Board. The User shall designate a representative (its President) to attend all Parks and Recreation Advisory Board meetings at which the designee will give a monthly report for the User. The User is required to have a designee (its President) attend monthly Sports and Recreation Council meetings.
9. The User shall submit to the Director or his designee the name of an individual to act as Certification Officer for its recreational, select, all stars and tournament team sports program, who shall conduct Certification Clinics on an as needed basis and shall be responsible for all certified people on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials to the Director or his designee prior to the start of the activities of the User. The User shall conduct background checks on all coaches and assistants and provide results to the Director.
10. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules and regulations, policies and procedures. The User shall be responsible for informing its coaches, officers and other personnel of these laws, rules, regulations, policies and procedures. Absent written consent of the City, the facilities shall not be used for any purpose except those herein designated.
11. The Facilities shall remain the property of the City; therefore, the City may enter the facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on the Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis.
12. The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism to the Director.
13. The User shall submit a lump sum payment of \$25.00 per player fee for those who participate from outside of the Clinton School District, as stated in Section 5506, 6-b of the Policy and Procedures Manual, one month after season has been completed.
14. The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Clinton as co-insured in combined limits not less than \$1,000,000.00 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.
15. The Director and Board shall serve as liaison between the City and the User and, as such, shall interpret the requirements set forth in this Agreement and insure compliance therewith.
16. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall be in default, thereby allowing the City to terminate this Agreement immediately.
17. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term condition.
18. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.

19. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
20. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's and Board's written consent prior to entering any concession agreement with a third party.
21. The User shall comply with Title IV of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the User at the stated facility.
22. Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City of Clinton Parks and Recreation Department
Ray Holloway, Director
P.O. Box 156
Clinton, MS 39060

User: _____

Association

23. This Agreement is executed by each party hereto after first being duly authorized to do so.

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

CITY OF CLINTON

By: _____

Mayor Rosemary Aultman

President

MISSISSIPPI CODE OF 1972

As Amended

SEC. 79-11-121. Certificate of existence, application for; contents of; conclusive evidence of good standing.

- (1) Any person may apply to the Secretary of State to furnish a certificate of existence for a domestic or foreign corporation.
- (2) The certificate of existence sets forth:
 - (a) The domestic corporation's corporate name or the foreign corporation's corporate name used in this state;
 - (b) That (i) the domestic corporation is duly incorporated under the law of this state, the date of its incorporation and the period of its duration if less than perpetual; or (ii) that the foreign corporation is authorized to transact business in this state;
 - (c) That all fees, taxes, and penalties owed to this state have been paid, if (i) payment is reflected in the records of the Secretary of State and (ii) nonpayment affects the good standing of the domestic or foreign corporation;
 - (d) That its most recent status report required by Section 79-11-391 has been delivered to the Secretary of State;
 - (e) That articles of dissolution have not been filed; and
 - (f) Other facts of record in the Office of the Secretary of State that may be requested by the application.
- (3) Subject to any qualification stated in the certificate, a certificate of existence issued by the Secretary of State may be relied upon as conclusive evidence that the domestic or foreign corporation is in good standing in this state.

SOURCES: Laws, 1987, ch. 485, Sec. 11, eff from and after January 1, 1988.

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BOARD APPROVED

JAN 20 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: January 20, 2004

Agenda Item No. 14

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

Discussion/Action: Proposed design contract with Alford Engineering for Traceway and Brighton Park Improvements.

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: X

Recommendation:

Board Action:

Motion made by: Hisaw
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.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

PART I. PARTIES AND PROJECT

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

Brighton and Traceway Park Improvements more specifically described on Exhibit A. The improvements shall be limited to a maximum of three construction contracts.

The OWNER and the ENGINEER agree as follows:

PART II. ENGINEERING CHARGES

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

A.1 **Basic Services:** As defined in Paragraph 1.1 on the basis of a lump sum of Two Hundred Forty-Two Thousand Five Hundred Dollars and No Cents (\$242,500.00).

Payments shall be made monthly in proportion to services performed so that compensation at the completion of each Phase shall equal the following percentages of total basic compensation:

Preliminary Design Phase	35%
Final Design Phase	35%
Construction Contract Document Phase	5%
Bidding Phase	5%
Construction Phase	20%

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

Additional Service work known to be required includes:

- Geotechnical Investigation - to be performed by Geoscience Engineers, LLC at an estimated cost of \$14,600.00.
- Boundary survey and plats for 4.4-acre property purchase from Mississippi College and land swap with Pineview Baptist Church. Survey documentation needed to correct deed error in original Brighton Park deed. Boundary survey and plat for new 10 acre lease at Traceway Park. Setting control points for construction layout at all sites. Establishing property line between Baseball Field No. 6 and adjoining subdivision. These services are to be performed by Maptech, Inc. for an estimated cost of \$11,500.00.
- Topographic mapping of new water well, water main, and proposed water and sewer layout at Brighton Park. Topographic mapping for new 10 acre lease at Traceway Soccer Park. Locating

soil borings at all sites. Miscellaneous additional detailed surveys needed for design. These services to be performed by surveyor Tony Wilken at an estimated cost of \$3,000.00.

- Architectural Services to be performed by Larry Sones / Architects, P.A. for the buildings and site electrical listed in Exhibit A. The subcontract agreement is attached as Exhibit C to this Agreement. The fee shall equal to 6.5% of the actual construction cost and is estimated to be \$86,426.00
- Resident Project Representative services shall be provided as mutually agreed to by the Owner and Engineer. These services will be billed on an hourly basis. The estimated fee for these services is \$86,000.00 based on 18 months of construction with a Representative on site an average of 20 hours per week.
- Miscellaneous other anticipated services include assistance with the land acquisitions/swaps, assistance with work to performed by the Owner and other items are estimated at \$3,000.00.
- The subcontracted services will be charged at the rates in the proposals from each subcontractor plus 5%. The estimated fees listed include the 5%. Additional services provided by the Engineer shall be charged at the respective rates listed below.
- The total for all approved Additional Services shall not exceed \$205,526.00 without the Owner's approval.

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

<u>Classification</u>	<u>Hourly Rate</u>
Professional Engineer	\$90.00
Technician	55.00
Resident Project Representative	60.00
CADD Technician/Designer	55.00
Clerical	30.00
Subcontract Personnel	Actual Cost Plus 5%

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

A.2.2 Mileage charges allowed under this contract shall not exceed the mileage charges allowed by IRS regulations at the time the charge is incurred or the rate allowed by the State of Mississippi, whichever is lower. No local mileage will be charged.

A.2.3 **Reimbursable Expenses:** As defined in Article 4, shall be paid for at the actual cost billed the ENGINEER plus ten percent (10%). The estimated total shall not exceed \$1,000.00 without prior approval by the OWNER.

PART III. TERMS AND CONDITIONS

Article 1. ENGINEER'S SERVICES

1.1 Basic Services

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

1.1.1 Preliminary Design Phase

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

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

1.1.1.2 Prepare preliminary design documents consisting of final design criteria, preliminary plan drawings.

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

1.1.1.4 Furnish the above preliminary design documents and present and review them in person with OWNER.

1.1.2 Final Design Phase

After acceptance of the Preliminary Design, ENGINEER shall:

1.1.2.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.1.2.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.1.2.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.1.2.4 Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.1.2.5 Furnish the above documents and present and review them in person with OWNER.

1.1.3 Construction Contract Documents Phase

After acceptance of the Final Design, the ENGINEER shall:

1.1.3.1 Prepare the required Contract forms including proposal forms and notice to bidders, drawings, technical specifications and other documents which are required to complete the Construction Contract Documents.

1.1.3.2 Furnish to the OWNER engineering data and documents so that the OWNER may secure approval from governmental authorities having jurisdiction over the Project.

1.1.3.3 Advise the OWNER of any adjustments to previous ENGINEER'S Opinion of the Construction Cost when changes in requirements, general market conditions or other conditions so warrant.

1.1.3.4 At the OWNER'S request, assist the OWNER'S legal counsel in connection with his review of the Construction Contract Documents for their legally related aspects.

1.1.3.5 Furnish the Construction Contract Documents for the OWNER'S review and approval.

1.1.4 Bidding Phase

Upon receipt of the OWNER'S written approval of the Construction Contract Documents Phase and latest Opinion of the Construction Cost, and written authorization to proceed with the Bidding Phase, the ENGINEER shall:

1.1.4.1 Assist the OWNER in obtaining bids, in analyzing bids and in awarding the Construction Contract.

1.1.5 Construction Phase

Upon award of any Construction Contract based upon the Construction Contract Documents compiled by the ENGINEER, the Construction Phase of this Agreement shall commence and the ENGINEER shall:

1.1.5.1 Act as the OWNER'S representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract. The OWNER shall not modify the Construction Contract Documents without the Written consent of the ENGINEER.

1.1.5.2 Advise and consult with the OWNER during the Construction Phase and the ENGINEER shall issue the OWNER'S authorized instructions to the Contractor.

1.1.5.3 Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications. On the basis of his on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on site observations to check the quality or quantity of the construction work. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.

1.1.5.4 Review the Contractor's request for progressive payment, and based upon said on-site observation, advise the OWNER as to the ENGINEER's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Certificate for Payment

in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by the ENGINEER to the OWNER, based upon said on-site observations, review and data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of the ENGINEER's knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by the ENGINEER shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.

1.1.5.5 Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER's decisions in matters relating to the ENGINEER's designs shall be final.

1.1.5.6 Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.

1.1.5.7 Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the Project and for general compliance with the Construction Contract.

1.1.5.8 Prepare change orders for the OWNER'S approval.

1.1.5.9 Conduct a construction progress review related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.

1.1.5.10 The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractors, or any Subcontractors, or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.

1.1.5.11 Prepare a set of reproducible record drawings conforming to construction records provided to the ENGINEER, made by the Contractor during the construction process.

1.1.5.12 ENGINEER shall secure approval of all local, state and federal regulatory agencies having jurisdiction over the activities in this Project.

1.2 Additional Services

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

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

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

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

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

1.2.5 Making a review of the **Project** prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the Construction Contract.

1.2.6 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, (3) prolongation of the initial Construction Contract time beyond the contract time. (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.

1.2.7 Providing services as an expert witness for the **OWNER** in connection with litigation or other proceedings involving the **Project**.

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

1.2.9 Providing Resident **Project** Representative services to give the **OWNER** more extensive on-site representation during the Construction Phase.

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

Article 2. OWNER'S RESPONSIBILITIES

The **OWNER** shall:

- 2.1 Provide to the **ENGINEER** all criteria, design and construction standards and full information as to the **OWNER'S** requirements for the **Project**.
- 2.2 Designate in writing a person authorized to act as the **OWNER'S** representative. The **OWNER** or his representative shall receive and examine documents submitted by the **ENGINEER**, interpret and define the **OWNER'S** policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the **ENGINEER'S** services.
- 2.3 Provide legal, accounting, and insurance counseling services necessary for the **Project**, legal review of the Construction Contract Documents, and such auditing services as the **OWNER** may require to account for expenditures of sums paid to the Contractor.
- 2.4 Furnish above services at the **OWNER'S** expense and in such manner that the **ENGINEER** may rely upon them in the performance of his services under this Agreement.
- 2.5 Obtain bids or proposals from contractors for work relating to this **Project** and bear all costs relating thereto.
- 2.6 Protect and preserve all survey stakes and markers placed at the **Project** site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2.7 Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER'S** services under this Agreement.

- 2.8 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
- 2.9 Compensate the ENGINEER for services rendered under this Agreement.
- 2.10 The OWNER's obligation to furnish the above items are to be extent the City reasonably determines that item is necessary for the ENGINEER to perform its work.

Article 3. REIMBURSABLE EXPENSES

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

Article 4. PAYMENTS TO THE ENGINEER

- 4.1 Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the ENGINEER's submittal of his monthly statement. Past due amounts owed shall include a charge at the rate of interest allowed by state law from the forty-fifth (45th) day.
- 4.2 If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 4.3 No deductions shall be made from the ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- 4.4 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

Article 5. GENERAL PROVISIONS

5.1 Ownership of Documents

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

5.2 Delegation of Duties

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

5.3 Miscellaneous

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

5.4 Extent of Agreement

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

5.5 Governing Law

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

5.6 General

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

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

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

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

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

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

Article 6. SPECIAL PROVISIONS

6.1 Insurance and Indemnity

6.1.1 The ENGINEER shall acquire and maintain statutory workmens' compensation insurance coverage employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. The limits of the professional liability shall be \$500,000.00.

6.1.2 Contractor's Insurance

Prior to the commencement of the work, the OWNER shall require the Contractor and any subcontractors to submit evidence that he (they) have obtained for the period of the Construction Contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a combined single limit of not less than \$1,000,000.00 for all damages arising out of bodily injury, sickness or death or damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. The OWNER reserves the right to require increased insurance amounts as OWNER reasonably determines appropriate during the course of this contract.

Included in such coverage will be contractual coverage sufficiently broad to insure the provision of Paragraph 6.1.4, "Indemnity". The comprehensive general liability insurance will include as additional named insured; the OWNER; the ENGINEER and each of their officers, agents and employees.

6.1.3 Builders Risk "All Risk" Insurance

Before commencement of the work, the OWNER will require that the Contractor and any sub-contractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional names insured; the OWNER; the ENGINEER; and each of their officers, agents, employees and any other persons with an insurable interest as maybe designated by the OWNER.

Such insurance may have a deductible clause but not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

6.1.4 Indemnity

The OWNER will require that any Contractor or sub-contractors performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (sub-contractor's) negligence in the performance of the work described in the construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents and employees.

6.2 Construction Cost

6.2.1 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by both the OWNER and ENGINEER and shall include a ten percent bidding contingency unless another amount is agreed upon in writing. When such fixed limit is established the ENGINEER shall be permitted to determine what materials, equipment, component systems, types of construction and alternative bid items are to be included in the Construction Contract Documents, and to

make reasonable adjustments in the scope of the Project to bring it within the fixed limit. Acceptance by the OWNER of a revised Opinion of Construction Cost in excess of the fixed limit shall constitute a corresponding increase in the fixed limit of Construction Cost.

6.2.2 After completion of the Construction Contract Documents Phase, if the bidding or negotiating phase does not commence within six months, any fixed limit of the Construction Cost shall be adjusted to reflect general construction industry price level increases occurring between the date of ENGINEER's submittal to the OWNER of the final Construction Contract Document and the date on which bids or proposals are sought.

6.2.3 If the lowest bona fide bid or the ENGINEER's Opinion of the Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the OWNER shall (1) give written approval for an increase in such fixed limit, (2) authorize re-bidding within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (3) the ENGINEER, without additional charge, shall modify the Construction Contract Documents, as the ENGINEER deems necessary, to bring the Construction cost within the fixed limit. The providing of this service once shall be the limit of the ENGINEER's responsibility in this regard, and having so performed this service the ENGINEER shall be entitled to his compensation in accordance with this Agreement.

6.3 Resident Project Representative

6.3.1 If requested by the OWNER or recommended by the ENGINEER and approved in writing by the OWNER, the ENGINEER shall provide one or more full time resident Project representatives to assist the ENGINEER in order to render more extensive representation at the Project site during the construction phase. Such resident construction review services shall be paid for by the OWNER as additional services as defined within this Agreement. The limits of the authority, duties and responsibilities of a resident Project representative shall be as described in Exhibit B of this Agreement.

6.3.2 By means of the more extensive on-site observations of the work in progress, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and the ENGINEER shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

6.4 Limitation of Liability

The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the PROJECT, due to the ENGINEER's professional negligent acts, errors or omissions, such that the total aggregate liability of the ENGINEER to those named shall not exceed Five Hundred Thousand (\$500,000.00) dollars or the ENGINEER's total fee for services rendered on this PROJECT, whichever is greater.

6.5 Responsible Professional Engineer

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

PART IV: ACCEPTANCE

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

ENGINEER: ALFORD ENGINEERING

OWNER: CITY OF CLINTON

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

Rosemary G. Aultman, Mayor

ATTEST:

ATTEST:

Jerry L. Tullos, P.E.

Wayne Derrick, City Clerk

EXHIBIT "A"

This Exhibit is attached to and made a part of the Agreement between the OWNER, City of Clinton, Mississippi, and the ENGINEER, Alford Engineering, for the Project known as the "Brighton and Traceway Improvements".

PROJECT DESCRIPTION

Brighton Park

1. Entrance Roads (10' Paving, 3' Shoulders)	2,400 L.F.
2. Interior Roads (20' Paving, 3' Shoulders)	1,700 L.F.
3. Road to Maintenance Building (10' Gravel)	300 L.F.
4. Maintenance Building Parking (Gravel)	3,800 S.F.
5. Main Parking Lot & Drop-off (62 Spaces)	41,000 S.F.
6. Parking Along Roadway (45 Spaces)	10,530 S.F.
7. Curb & Gutter @ Main Parking Lot	3,000 L.F.
8. Concrete Walks (4")	21,000 S.F.
9. Tennis Courts w/Equipment & Fencing	4 Each
10. Championship Tennis Courts w/Equipment, Fencing & Lighting	2 Each
11. Site Electrical	L.S./L.S.
12. Programming Facility (5,900 S.F.)	L.S./L.S.
13. Maintenance Facility (700 S.F.)	L.S./L.S.
14. Undercut at all Building & Tennis Courts	7,300 C.Y.
15. Fill at all Buildings & Tennis Courts (L.V.M.)	26,900 C.Y.
16. General Site Fill (L.V.M.)	7,900 C.Y.
17. Filter Fabric Under Buildings & Tennis Courts	18,000 S.Y.
18. Courtyard Paving (Exposed Aggregate)	8,000 S.F.
19. Viewing Stand - Concrete Pad @ Championship Courts	4,800 S.F.
20. Site Seeding	9 Acres

Additionally, the scope of work shall include provisions for work to be constructed by the Owner and future phases of construction. Specifically, the Engineer will:

- * Design the water and sewer systems to be constructed by the Owner
- * Design the site for four additional tennis courts
- * Design for future lighting of four tennis courts to be constructed plus the four future courts
- * Design foundation pad and provisions for utilities for future pavilions
- * Coordinate proposed leased street and area lighting with Entergy

Traceway Baseball - Softball Park

1. Intersection Geometric Imp @ Cynthia & Baseball Alley	L.S./L.S.
2. Baseball Alley Loop Connection (12' Wide - One Way)	2,350 L.F.
3. New Parking Lot @ Softball No. 1 & 2 (28 Spaces) - Limestone	520 S.Y.
4. New Parking Lot @ Fields 2 & 3 (42 Spaces) - Limestone	1,400 S.Y.
5. Rehab and Expand Parking Lot @ Fields 3 & 4 (40 Spaces)	1,200 S.Y.
6. Parking Lot Connecting Road @ Field 3 (20' Wide)	520 L.F.
7. New Parking Lot @ Field 6 (28 Spaces) - Limestone	1,311 S.Y.
8. New Parking Lot @ Field 6 (119 Spaces) - Limestone	4,200 S.Y.
9. Handicap Parking @ Fields 6 & 7 (6 Spaces)	625 S.Y.
10. Access Road to New Maintenance Building @ Field 6 (12' Wide) - Limestone	360 S.Y.
11. New Parking Lot @ Old Batting Cages (130 Spaces) - Limestone	5,833 S.Y.
12. New Parking Lot @ T-Ball Fields 9 & 10 (66 Spaces) - Limestone	2,167 S.Y.
13. Sidewalks (4" Concrete)	7,000 S.F.
14. Shared Path (Asphalt 4" x 8')	2,100 L.F.
15. Site Electrical Improvements For New Buildings	L.S./L.S.
16. New Building @ Fields 3 & 4 (1,275 S.F.)	L.S./L.S.
17. New Maintenance Building @ Field 6 (1,200 S.F.)	L.S./L.S.
18. General Site Seeding	118,000 S.F.

Additionally, the scope of work shall include provisions for work to be constructed by the Owner and future phases of construction. Specifically, the Engineer will:

- * Determine location for new water main and sewage force mains to be constructed by Owner
- * Coordinate proposed leased street and area lighting with Entergy

Traceway Soccer Park

1. Soccer Row Entrance Improvements (C&G, Widening, Median Island)	L.S./L.S.
2. Parking Near Maintenance Area (74 Spaces) - Limestone	3,850 S.Y.
3. Parking Lot @ Office Area (118 Spaces) - Limestone	4,200 S.Y.
4. Parking Lot @ Field No. 9 (115 Spaces) - Limestone	7,700 S.Y.
5. Parking Lot @ Field No. 7 (177 Spaces) - Limestone	9,550 S.Y.
6. Parking Lot @ Field No. 13 (75 Spaces) - Limestone	3,867 S.Y.
7. Sidewalks (4" Concrete)	36,780 S.Y.
8. Shared Path (Asphalt 4" x 8')	2,600 L.F.
9. Ditch Shaping & Lining	2,400 L.F.
10. New International Field No. 13 (250' x 450')	L.S./L.S.
11. Lighting for Field No. 12 & 13	L.S./L.S.
12. Safety Fencing @ Parking Lots & Fields Along Soccer Row	800 L.F.
13. Existing Office Building - Renovation / Expansion (4,600 S.F.)	L.S./L.S.
14. New Building (Concessions, Restrooms, & Pavilion) (2,130 S.F.)	L.S./L.S.
15. General Site Seeding	30,000 S.F.

Additionally, the scope of work shall include provisions for work to be constructed by the Owner and future phases of construction. Specifically, the Engineer will:

- * Determine location for new sewage force main and water service to serve one new concession - restroom - pavilion.
- * Coordinate proposed leased street and area lighting with Entergy.

EXHIBIT "B"

This Exhibit is attached to and made a part of the Agreement between the OWNER, City of Clinton, Mississippi, and the ENGINEER, Alford Engineering, for the Project known as the "Brighton and Traceway Improvements".

LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE

- A. The Resident Project Representative shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the Contractor's work, shall communicate only with the ENGINEER and the Contractor (or Contractors), and shall communicate with subcontractors only through the Contractor or his authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the ENGINEER.
- B. The Resident Project Representative shall review and observe on-site construction activities of the Contractor relating to portions of the Project designed and specified by the ENGINEER as contained in the Construction Plans and Specifications.
- C. Specifically omitted from the Resident Project Representative's duties are any review of the Contractor's safety precautions, or the means, methods, sequences, or procedures required for the Contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- D. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:

1. SCHEDULE

Review the construction schedule prepared by the Contractor for compliance with the Contract and give written advice to the

2. CONFERENCES

Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the CONSULTING ENGINEERS and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.

3. LIAISON

- a. Serve as the CONSULTING ENGINEER's liaison with the Contractor working principally through the contractor's field superintendent. Alert the Contractor, through his field superintendent, to the hazards involved in accepting and acting upon instructions from the OWNER or others, except such instructions transmitted through the CONSULTING ENGINEER.
- b. Cooperate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
- c. Assist the CONSULTING 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 the CONSULTING ENGINEER in obtaining from the

CONSULTING ENGINEER concerning its acceptability.

Contractor a list of his proposed suppliers and subcontractors.

5. SAMPLES

Assist the CONSULTING ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished, and keep records of actions taken by the CONSULTING ENGINEER.

6. SHOP DRAWINGS

- a. Receive approved shop drawings and other submissions from the ENGINEER; record data received, maintain a file of the drawings and submissions, and check construction for compliance with them.
- b. Alert the Contractor's field superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the ENGINEER when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

7. REVIEW OF WORK, INSPECTIONS AND TESTS

- a. Conduct on-site observations of the work in progress for the ENGINEER as a basis for determining that the Project is proceeding in accordance with the Contract Documents.
- b. Verify that tests, including equipment and systems start up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative 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 the ENGINEER.

8. INTERPRETATION OF CONTRACT

9. MODIFICATIONS

Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the 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, the 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 test procedures.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted, and deliver to the CONSULTING ENGINEER at the completion of the Project.

11. REPORTS

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

12. PAYMENT REQUISITIONS

DOCUMENTS

Transmit to the Contractor the **ENGINEER's** interpretations of the Contract Documents.

13. GUARANTEES, CERTIFICATES, MAINTENANCE AND OPERATION MANUALS

During the course of work, assemble Guarantees, Certificates, Maintenance and Operation Manuals and other required data to be furnished by the Contractor and upon acceptance of the **Project** deliver this material to the **CONSULTING ENGINEER** for their 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 **CONSULTING ENGINEER** and the **OWNER** and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to the **CONSULTING ENGINEER** concerning acceptance.

Review Applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Consulting **ENGINEER**, noting particularly their relation to the work completed and materials and equipment delivered at the site.

15. LIMITATIONS OF AUTHORITY

Except upon written instruction of the **CONSULTING ENGINEER**, the Resident Project Representative shall observe the following limitations of authority.

- a. Shall not authorize any deviation from the Contract Documents.
- b. Shall not undertake any of the responsibilities of the Contractor, the subcontractors or the Contractor's field superintendent.
- c. Shall not expedite the work for the Contractor.
- d. Shall not advise or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.
- e. Shall not authorize the **OWNER** to occupy the **Project** in whole or in part to final acceptance of the work.
- f. Shall not participate in specialized field or laboratory tests.

EXHIBIT "C"

This Exhibit is attached to and made a part of the Agreement between the OWNER, City of Clinton, Mississippi, and the ENGINEER, Alford Engineering, for the Project known as the "Brighton and Traceway Improvements".

SUBCONSULTANT AGREEMENT

Subconsultant Agreement with Larry Sones / Architects P.A. consisting of seven pages and signed by Larry P. Sones A.I.A. President on December 30, 2003.

**AGREEMENT BETWEEN
ALFORD ENGINEERING AND LARRY SONES/ARCHITECTS
FOR PROFESSIONAL SERVICES**

PROJECTS

**BRIGHTON PARK AND TRACEWAY PARK
FOR THE CITY OF CLINTON
CLINTON, MISSISSIPPI**

SCOPE OF WORK

BRIGHTON PARK:

**Site Electrical
Programming Facility
Maintenance Facility**

TRACEWAY PARK:

**Soccer Area
Office Expansion
Concessions/Rest Rooms/Pavillion
Baseball Area
Site Electrical
Small Concessions/Rest Rooms
Maintenance Building**

BASIC SERVICES

PHASE I SCHEMATIC DESIGN

A. The Architect shall develop and submit conceptual diagrams of alternative approaches for translating program requirements into conceptual design solutions. The diagrams shall include, but shall not be limited to, functional relationships within the program, consideration of relationships to the master plan and the environment, consideration of land use, traffic, parking, utilities, systems and organization of major building functions.

B. The Architect shall prepare and submit visual studies related to the concepts required in which shall include, but shall not be limited to, massing studies in computer model and/or diagrammatic form, images of design concepts showing elevations and exterior appearances, and any other visual studies necessary for evaluation of the alternative concepts.

C. Upon approval by the of a design concept, the Architect shall prepare and submit schematic drawings of the approved concept. The schematic drawings shall include, but shall not be limited to, the following information:

1. the basic design approach drawn at an agreed upon scale;
2. sitting in relationship to the existing environment;
3. relationship to master plans;
4. circulation;
5. organization of building functions;
6. functional/aesthetic aspects of the design concepts under study;
7. graphic description of critical details;
8. visual and functional relationships; and
9. compatibility to the surrounding environment.

D. The Architect shall prepare and submit a description of the building systems and describe and give design criteria for the major elements of the following basic building systems including basic economic and energy use considerations:

- | | |
|-------------------------------------|------------------------|
| 1. Foundations | 8. Stairs |
| 2. Structure | 9. Elevators |
| 3. Floors on Grade | 10. Special Items |
| 4. Roof Systems | 11. Plumbing |
| 5. Exterior Walls | 12. HVAC |
| 6. Interior Walls
and Partitions | 13. Electrical |
| 7. Sight Lines | 14. Built-in Equipment |
| | 15. Site Construction |

E. The Architect shall prepare and submit an estimate of probable cost based on proposed square footage and/or volume unit costs.

F. The Architect shall show his progress to date, confirm the remainder of his schedule, and obtain the approval of the schematic design phase.

PHASE II DESIGN DEVELOPMENT

A. Based on the approved schematic design phase, The Architect shall developed and submit a fully developed design concept.

B. The Architect shall prepare and submit floor plans showing spaces by name and number, actual net area of each space, structural module, fixed equipment, mechanical spaces, chases, and circulation areas. Drawings shall show overall building dimensions and major lines of dimensions. The Architect shall also prepare and submit site plans which show topography, adjacent buildings, and utilities. Drawings shall include information to adequately explain HVAC, electrical, and structural systems. Information concerning furnishings, miscellaneous equipment, layouts, lists, and schedules necessary to explain the plans are to be indicated on floor plans. The Architect shall also prepare preliminary specifications following the CSI format and giving basic descriptions of essential building materials, finishes, components, and all systems. The level of detail on the plans and in the specifications shall be at a level of detail sufficient for the development of the preliminary quantity cost estimate required at completion of the design development phase.

C. The Architect shall prepare and submit the following: (a) building elevations; (b) building sections; (c) design details. Building elevations shall show fenestration, proposed exterior materials, and shall be developed using shades and shadows which will adequately show the proposed building exteriors. These drawings shall be developed to that point that will permit the Architect to proceed with the contract document phase when the design development phase is approved.

D. The Architect shall prepare and submit a construction cost analysis showing allocation of costs for various building systems. The basis for the cost estimate shall be a preliminary quantity survey which shall be required for all building systems. The construction cost estimate shall show escalation projected from the date of the estimate to the projected from the date of the estimate to the projected bid date.

E. The Architect shall show his progress to date, confirm the remainder of his schedule, and obtain written approval of the design development phase before proceeding with the construction document phase.

PHASE III CONSTRUCTION DOCUMENT PHASE

A. Upon approval of the design development phase, The Architect shall prepare and submit working drawing and specifications setting forth the work in detail and prescribing work to be done including materials; workmanship; finishes; mechanical and electrical systems; special equipment; general, special, and supplementary general conditions of the contract; and any and all other information required for receiving bids on the project and subsequent preparation of shop drawings and detail drawings.

PHASE III CONSTRUCTION DOCUMENT PHASE (Continued)

- B. Upon receipt of review comments, The Architect shall complete the contract documents to conform with the review comments and furnish final copies prior to release of documents for bids.
- C. The Architect shall furnish reproducible plans and specifications for inclusion in the bidding documents.
- D. The Architect shall prepare and submit a construction cost analysis showing allocation of cost for various building systems. The basis for the cost estimate shall be quantity survey which shall be required for all building systems. The construction cost estimate shall show escalation projected from the date of the estimate to the projected bid date.

PHASE IV BIDDING OR NEGOTIATION PHASE

- A. The Architect, following approval of the construction document phase, shall assist in obtaining bids and in awarding and preparing construction contracts.
- B. The Architect shall attend the bid opening.

PHASE V CONSTRUCTION PHASE

- A. The Architect's relationship to the general contractor shall be as set forth in the general conditions of the contract between The City of Clinton and the contractor, as modified by the special conditions of The City of Clinton or as modified by this agreement
- B. The construction phase begins with the award of the construction contract or contracts and the preparation of the construction contract. The construction phase is concerned with the professional services required to direct the two components of construction - - - office and field. The professional services performed for the office component include: (a) assisting in administration of all construction contracts; (b) assisting in issuing certificates for all payments; (c) examining and approving shop drawings and correcting shop drawings when necessary for conformance with the design intent; (d) making revisions, corrections, or clarifications in the contract documents by bulletins or change orders, together with all correspondence and clerical work in connection with bulletins and change orders; and (e) providing sufficient on-site investigation to substantiate any of the above and accepting the completed project, together with such certificates, manuals, and guarantees as provided in the contract documents.
- C. The professional services performed for the field component comprise on-site inspection by The Architect and his consultants to guard against nonconformity of the work with the contract documents and to observe and report on compliance with agreed upon construction schedules.

PHASE V CONSTRUCTION PHASE (Continued)

Notwithstanding the above, The Architect shall be responsible for insuring that he and his consultants shall make field inspections as needed and during the critical phases of construction. The Architect shall maintain a log of all visits to the site by him and /or his consultants. The Architect shall not be responsible for construction means, methods techniques, sequence of procedures, or the safety precautions and programs in connection with the work. The Architect may disapprove or reject work as failing to conform to the contract documents for that portion of work for which the Architect is responsible.

E. On-site inspections shall be done by a principal of The Architect's firm and/or each consultant firm or a qualified employee of each firm.

F. The Architect shall be the interpreter of the requirements of the contract documents and the judge of the performance thereunder of the contractor for the portion of the work for which the Architect is responsible. The Architect shall render interpretations necessary for the proper execution of progress of the work with reasonable promptness on written request of either The City of Clinton or the contractor.

G. The Architect shall not issue any verbal or written orders for omissions from, additions to, or changes in the construction contract until approved in writing by The City of Clinton or as modified by this agreement.

H. The Architect shall prepare change orders for The City of Clinton's approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work which do not involve an adjustment in the contract sum or an extension with the intent of the contract documents.

I. The Architect shall determine the amounts owing to the contractor for the portions of work for which the Architect is responsible based on inspections at the site and on evaluations of the contractor's applications for payment and will recommend, for The City of Clinton's approval, the issuance of certificates for payment in such amounts as provided in the contract documents.

J. The approval of a certificate for payment shall constitute a representation by The Architect based on the inspections at the site and on the data comprising the contractor's application for payment, that the work has progressed to the point indicated; that, to the best of The Architect's knowledge, information and belief, the quality of the work is in accordance with the contract documents; and that the contractor is entitled to payment in the amount certified. The issuance of a certificate for payment will not be a representation that The Architect has made any examination to ascertain how and for what purpose the contractor has used the moneys paid on account of the contract sum, other than to secure certification under oath that all materialmen, laborers, and subcontractors have been paid by the contractor.

K. When The Architect is notified by the contractor that he has completed his work and the Project is ready for inspection, the Architect shall, with

PHASE V CONSTRUCTION PHASE (Continued)

his consultants, conduct a semi-final inspection. The Architect and his consultants shall prepare lists of items needing correction. When these items have been corrected by the contractor, The Architect and all of his consultants shall, with a representative of The City of Clinton present, make the final inspection and shall certify to the best of his knowledge completion of the Project in compliance with the contract documents. It is the responsibility of The Architect to have his representative and representatives of his consultants present for the semi-final and final inspections.

L. Upon completion of the Project, The Architect shall furnish corrected documents to conform to the Project as finally constructed and shall deliver (2) sets of record documents. Record documents shall reflect all changes caused by addenda, field changes, change orders, and observe changes by The Architect, contractor, or subcontractors. In addition, The Architect shall prepare and furnish clear and comprehensive instructions required for The City of Clinton to maintain and operate the building and its systems.

M. During the warranty period of the construction contract or contracts, The Architect shall work with a representative of The City of Clinton in securing remedy of defects that become apparent. The Architect shall make, with a representative of The City of Clinton present, a warranty inspection of the Project prior to the expiration of the warranty period and report observed discrepancies to the contractor for correction.

N. The construction phase shall terminate upon expiration of the warranty period or settlement of all warranty claims, whichever occurs last.

COMPENSATION

The Architect shall perform the services described in Phase I through V for a fee of six and one-half percent (.065) of the estimated or actual construction cost. The fee shall be calculated as follows:

$$\text{Dollar Amount of Fee} = \text{Fee Percentage} \times \text{Construction Cost}$$

From these fees, the architect pays for the basic services of the structural engineer, mechanical engineer and electrical engineer.

The percentage fee for steps I thru V shall be distributed as follows:

PHASE I - SCHEMATIC DESIGN	15%
PHASE II - DESIGN DEVELOPMENT	20%
PHASE III - CONSTRUCTION DOCUMENTS	40%

COMPENSATION (Continued)

PHASE IV - BIDDING/NEGOTIATING 5%

PHASE V - CONSTRUCTION ADMINISTRATION 20%

Partial payments of Phase I through Phase V shall be made monthly and, where applicable, shall be in proportion to services performed within each Step

CONCLUSION

If this proposal is acceptable to you, the appropriate signature in the space provided below will constitute a contract between us for this work. This agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the agreement through no fault of the party initiating the termination.

If accepted, please return a signed and dated copy to us for our files.

ACCEPTED

ACCEPTED

Alford Engineering
Jackson, Mississippi

LARRY P. SONES
Larry P. Sones AIA, President
Larry Sones/Architects P.A.

Date:

Date: 12/30/03

*Copy
Mayor -
Then return*

FAX TRANSMITTAL COVER

FAX NUMBER: (601) 366-5948

TO: Richard Browne COMPANY: _____

FROM: Jerry Tullos RE: Brighton Park

DATE: 12/1/03 TIME: _____

DOCUMENT TRANSMITTED: _____

FAX NUMBER: _____ # OF PAGES (INCLU. COVER) 5

MESSAGE/COMMENTS: Here is plat/description of 4.45
acres to be purchased from MC. The 2nd plat
shows the property boundary after the swap is
made with Pineview.

PLEASE CALL (601) 362-7450 FOR ASSISTANCE.

THANK YOU!

PROPOSED DESCRIPTION OF 4.45 ACRE TRACT

Presently owned by
MISSISSIPPI COLLEGE

Indexing instructions: South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 30, T-6-N, R-1-W, City of Clinton, Hinds County, Mississippi

A parcel of land containing 4.45 acres (194038 square feet) and situated in the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 30, T-6-N, R-1-W, City of Clinton, Hinds County, in the Great State of Mississippi and more particularly described by metes and bounds as follows:

Commencing at a buggy axle found at the Southwest Corner of Section 30, Township 6 North, Range 1 West, and run thence along a fence line South $88^{\circ}36'49''$ East a distance of 1023.81 feet to an $\frac{5}{8}$ inch iron rod found at the Southwest Corner of Brighton Subdivision, Part I, as presently staked out and recognized by long term use since 1987; thence run along the South line of said subdivision South $88^{\circ}51'48''$ East a distance of 1098.99 feet to an iron pin found on the West right-of-way of Clinton - Raymond Road, said iron pin being recognized as the Southeast Corner of Brighton Subdivision, Part I, as presently staked out and recognized by long term use since 1987; thence run North $27^{\circ}22'16''$ East a distance of 250.43 feet along the West right-of-way of said road; thence run North $26^{\circ}16'59''$ East a distance of 383.79 feet along the West right-of-way of said road to an $\frac{1}{2}$ " iron pin found at the corner of Brighton Subdivision, Part I, as presently staked out and recognized by long term use since 1987; thence leave the right-of-way of said road and run North $65^{\circ}24'16''$ West a distance of 94.53 feet to the North line of said subdivision; thence run along the north line of said subdivision, as presently staked out and recognized by long term use since 1987, North $88^{\circ}50'29''$ West a distance of 579.77 feet to the Southwest Corner of a one acre (1) tract conveyed by Mississippi College to the Pineview Baptist Church of Clinton and recorded in book 3494, page 658, of the deed records of the Chancery Clerk of Hinds County, said point being the **POINT OF BEGINNING** of the parcel herein, described;

From said **POINT OF BEGINNING** thence run North $88^{\circ}50'29''$ West a distance of 428.58 feet along North line of said Brighton Subdivision, Part I, as presently staked out and recognized by long term use since 1987; thence leave the line of said subdivision and run North a distance of 130.59 feet to a point; thence run North $00^{\circ}39'00''$ West a distance of 376.20 feet; thence run South $53^{\circ}33'28''$ East a distance of 235.00 feet; thence run North $68^{\circ}27'58''$ East a distance of 245.00 feet to a point, (said point lying North $19^{\circ}52'41''$ West, 70.29 feet of the Northwest Corner of the Pineview Baptist Church of Clinton one (1) acre tract previously referenced); thence run South $67^{\circ}29'44''$ East a distance of 180.00 feet to a point on the North line of Pineview Baptist Church of Clinton property; thence run North $79^{\circ}47'09''$ East a distance of 190.00 feet to the West property line of I-20 frontage road; thence run along said I-20 frontage road property South $19^{\circ}56'10''$ East a distance of 40.00 feet to the North line of Pineview Baptist Church of Clinton property; thence leave the road and run along said North line of said Church property, North $88^{\circ}52'30''$ West a distance of 200.59 feet to said before mentioned point; thence

continue along said North line of said Church property, North $88^{\circ}52'30''$ West a distance of 142.42 feet to the Northwest Corner of said Church's one (1) acre tract; thence run along West line of said Church tract South $01^{\circ}09'39''$ West a distance of 399.74 feet back to the **POINT OF BEGINNING**.

Notes:

Tract is subject to an existing sewer line and access easement in favor of the City of Clinton, Mississippi and telephone cable easement in favor of AT&T.

Brighton Subdivision, Part I, as recorded, contains an error in the course and distance from the buggy axle long recognized as the Southwest Corner of Section 30 to the Southwest Corner and point of beginning of said subdivision and therefore lots and lot corners as staked do not match platted subdivision.

This description prepared for appraisal purposes and may be subject to change, pending the approval of concerned parties.