

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 15, 2004 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ROLL CALL – City Clerk, Wayne Derrick

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

RECOGNITION

Don Byington, Police Chief. recognized Shane Hamon as being the #1 Officer out of 50 graduates from the Police Training Academy. He also serves in the U.S. Army 114 Military Police Unit located in Clinton.

APPROVAL OF AGENDA ITEMS A-P

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

PRELIMINARY PLAT FOR BENTWOOD SUBDIVISION TO BE LOCATED ON PINEHAVEN ROAD

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve a preliminary plat for Bentwood Subdivision to be located on Pinehaven Road. The Planning and Zoning Commission recommended approval. A copy of the plat is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION FOR A CONDITIONAL USE FOR NEW PLAN EXCEL TRUST REALTY TO OPERATE A CONVIENCE STORE TO BE LOCATED AT 107 HIGHWAY 80 EAST

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Touchton to approve a Resolution approving a conditional use for New Plan Excel Trust Realty to operate a convenience store to be located at 107 Highway 80 East. The Planning and Zoning Commission recommended approval. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR NEW PLAN EXCEL DEVELOPMENT TO BUILD A CONVENIENCE STORE TO BE LOCATED AT 107 HIGHWAY 80 EAST

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to approve a preliminary site plan for New Plan Excel Development to construct a convenience store to be located at 107 Highway 80 East. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE FOR CHILD FACILITY TO BE LOCATED AT 877 MAGNOLIA ROAD

MOTION made by Alderman Brabham and **SECONDED** by Alderman Brantley to deny the request for a conditional use for a childcare facility to be located at 877 Magnolia Road. Said motion was based upon the failure of the owners/requestors (John and Catherine Aldridge) to show that all the criteria of Section 2405.01 of the current Zoning Ordinance including safety issues raised by the location on Magnolia Road, a major thoroughfare, especially in the mornings (school buses, commuter traffic, and the like), limited off-street parking, limited access to the rear of the property for public safety vehicles. Further, the Board, after reviewing the minutes of the Planning and Zoning Commission, noted that the proposed use was not compatible with the adjacent properties, which was mainly residential. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION FOR A CONDITIONAL USE FOR AN AUTOMOTIVE REPAIR SHOP FOR JERRY BIRDWELL TO BE LOCATED AT 1217 SPRINGRIDGE ROAD

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Touchton approving a Resolution for a conditional use for an automotive repair shop for Jerry Birdwell to be located at 1217 Springridge Road. The Planning and Zoning Commission recommended approval. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION FOR A CONDITIONAL USE FOR AN AUTOMOTIVE REPAIR SHOP FOR FRANK FORTNER TO BE LOCATED AT 1219 SPRINGRIDGE ROAD

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brantley approving a Resolution for a conditional use for an automotive repair shop for Frank Fortner to be located at 1219 Springridge Road. The Planning and Zoning Commission recommended approval. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED ON HUNTCLIFF WAY

No action taken on this item.

UNKEMPT PROPERTY LOCATED AT 369 HOBBY FARMS ROAD

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve a Resolution determining the necessity for the cleaning of private property located at 369 Hobby Farms Road, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT LOT 21 ON MCDONALD DRIVE

No action taken on this item.

UNKEMPT PROPERTY LOCATED AT 103 MCREE STREET

No action taken. Item was delayed until next Board Meeting.

DRAINAGE PROBLEM LOCATED AT 217 ROYAL OAK DRIVE

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Touchton to approve the cleaning of a private ditch located at 217 Royal Oak Drive by removing the willow trees which are causing a drainage problem. **MOTION CARRIED UNANIMOUSLY**

PERMISSION TO ADVERTISE FOR BIDS ON TWO THERMAL IMAGERS

Upon presentation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to grant permission to advertise for bids on two thermal imagers to be used by the Fire Department. The imagers will cost approximately \$12,000 each and will be funded with grant money. **MOTION CARRIED UNANIMOUSLY**

REAPPOINTMENT OF CHRIS COLLINS, MAYORIAL REPRESENTATIVE TO PARKS AND RECREATION ADVISORY COMMITTEE

Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Brabham to approve the reappointment of Chris Collins as Mayorial Representative to Parks and Recreation Advisory Committee. Appointment will begin July 1, 2004 thru June 30, 2007. **MOTION CARRIED UNANIMOUSLY**

REAPPOINTMENT OF JAN COSSIT, AT-LARGE REPRESENTATIVE TO PARKS AND RECREATION ADVISORY COMMITTEE

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Lott to approve the reappointment of Jan Cossit as At-Large Representative to Parks and Recreation Advisory Committee. The appointment term will begin July 1, 2004 thru June 30, 2007. **MOTION CARRIED UNANIMOUSLY**

REAPPOINTMENT OF TOM MCMAHON, WARD 5 REPRESENTATIVE TO PARKS AND RECREATION ADVISORY COMMITTEE

Upon presentation and **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Fisher to approve the reappointment of Tom McMahon as Ward 5 Representative to Parks and Recreation Advisory Committee. The appointment term will begin July 1, 2004 thru June 30, 2007. **MOTION CARRIED UNANIMOUSLY**

REAPPOINTMENT OF DAVE CLIFTON, WARD 3 REPRESENTATIVE TO PARKS AND RECREATION ADVISORY COMMITTEE

Upon presentation and **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the reappointment of Dave Clifton as Ward 3 Representative to Parks and Recreation Advisory Committee. The appointment term will begin July 1, 2004 thru June 30, 2007. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION TO IMPLEMENT SB 2659-CONTINUATION AND/OR REINSTATEMENT OF SPOUSE BENEFITS WHERE SPOUSE REMARRIES FOR MUNICIPAL RETIREMENT PLANS

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve a Resolution authorizing the continued payments of benefits to a spouse of a deceased member or retiree after remarriage and the reinstatement of such spousal benefits that were previously terminated upon remarriage. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

CONTRACT WITH JBHM ARCHITECTS, P.A. FOR ARCHITECTURAL SERVICES FOR THE NEW PUBLIC LIBRARY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Greer to authorize Mayor Aultman to enter into a contract with JBHM Architects, P.A. for architectural services for the new public library for approximately \$330,000. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:41.M.

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

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

June 24, 2004
Date

ATTEST: W. Derrick
Wayne Derrick, City Clerk

06/24/2004
Date



EET JUN 15 2004

CITY OF CLINTON

AGENDA ITEM NO. 7.a

ACCT. NO:

TELEPHONE: 924-2256

Other:

MOTION MADE BY:

SECONDED BY:

ACTION TAKEN:

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

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

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

CITY OF CLINTON

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

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on May 25, 2004, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on May 25, 2004, adopted a motion to approve the request for a conditional use and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

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

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

6. The Mayor and Board of Aldermen find that Section 402 of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.
7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.
8. The Conditional Use is granted subject to the following conditions:
 - a. All support columns shall match the anchor building. Type of material and colors shall be presented to Architectural Review Committee for its approval prior to construction.

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

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

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

The foregoing ordinance was approved this the 15th day of June 2004.

CITY OF CLINTON

BY:

Rosemary A. Aultman
Rosemary Aultman, Mayor

ATTEST:

Wayne Derrick
Wayne Derrick, City Clerk

(SEAL)



"EXHIBIT A"

A 12.44 acre parcel being situated in the W ½ of S29, T6N, R1W, City of Clinton, first Judicial District, Hinds County, Mississippi, said parcel including part of Lot 3 and all Lots 4, 5, 6, 7, and 8 of FAIRMONT SUBDIVISION as platted and recorded in Plat Book 1 at Page 78 in the Office of the Chancery Clerk, Hinds County, Mississippi.

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 7.C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Preliminary Site Plan
107 Highway 80 - New Plan Excel Development

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning recommends to approve.

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 7.d

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Conditional Use – Child Care Facility
877 Magnolia Road – John & Catherine Aldridge

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

*Conditional Use
denied -*

RECOMMENDATION: Planning and Zoning recommends to deny.

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Brantley

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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Mayor Aultman

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

**RESOLUTION DENYING A CONDITIONAL USE FOR
JOHN AND CATHERINE ALDRIDGE FOR PROPERTY LOCATED AT
877 MAGNOLIA ROAD , CLINTON, MISSISSIPPI**

WHEREAS, John and Catherine Aldridge, did file a request for a conditional use for the property located at 877 Magnolia Road to operate a child care facility; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on May 25, 2004, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on May 25, 2004, adopted a motion to deny the request of John and Catherine Aldridge for a conditional use of the property located at 877 Magnolia road to operate a child care facility and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of John and Catherine Aldridge for a Conditional Use of the property located at 877 Magnolia Road to operate a child care facility and is hereby denied and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional Use requested does not meet the criteria of § 2405.01 for the following reasons:
 - a) Ingress and egress to the property for its requested use will create safety issues with regard to vehicular traffic flow.
 - b) Use of the property as a child care facility is not compatible with adjacent properties and other properties in the area.
 - c) Off-street parking and loading areas.

The foregoing Resolution, having been reduced to writing, Alderman _____ moved to accept the recommendation of the Planning and Zoning Commission to deny the request of John and Catherine Aldridge for a conditional use to operate a child care facility at 877 Magnolia Road. Alderman _____ seconded. The vote was as follows:

Alderman Brabham voted: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Brantley voted: _____

Alderman Fisher voted: _____

Alderman Touchton voted: _____

Alderman Lott voted: _____

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

The foregoing ordinance was approved this the _____ day of June 2004.

CITY OF CLINTON

BY: _____
Rosemary Aultman, Mayor

ATTEST:

Wayne Derrick, City Clerk

(S E A L)

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

JUN 15 2004

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 7.e

CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Conditional Use – Automotive Repair Shop
1217 Springridge Road – Jerry Birdwell

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

Greer

RECOMMENDATION: Planning and Zoning recommends to approve.

BOARD ACTION:

MOTION MADE BY:

Greer
Touchton

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

[Handwritten marks in the "AYE" column]

[Empty lines in the "NAY" column]

[Empty lines in the ACTION TAKEN column]

Mayor Aultman

[Empty line]

[Empty line]

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

**RESOLUTION APPROVING A CONDITIONAL USE FOR
JERRY BIRDWELL FOR THE PROPERTY LOCATED AT 1217 SPRINGRIDGE ROAD, CLINTON,
MISSISSIPPI**

CITY OF CLINTON

WHEREAS, Jerry Birdwell, did file a request for a conditional use for the property located at 1217 Springridge Road to operate an automotive repair business; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on May 25, 2004, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on May 25, 2004, adopted a motion to approve the request of Jerry Birdwell for a conditional use of the property to be used as an automotive repair business and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Jerry Birdwell for the property at 1217 Springridge Road to be an automotive repair business and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

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

7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.
8. The Conditional Use is granted subject to the following conditions:
- a. No vehicles may be displayed for sale on the premises, unless a separate Conditional Use is requested and approved.
 - b. All vehicles shall display a current state inspection decal. No inoperable vehicles or wrecked vehicles shall remain outside overnight.
 - c. Failure to comply with the conditions as stated will result in revocation of the Conditional Use and all operations associated with the facility shall cease.

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

Alderman Brabham voted: yes

Alderman Hisaw voted: yes

Alderman Greer voted: yes

Alderman Brantley voted: yes

Alderman Fisher voted: yes

Alderman Touchton voted: yes

Alderman Lott voted: yes

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

The foregoing ordinance was approved this the 15th day of June 2004.

CITY OF CLINTON

BY: Rosemary D. Aultman
Rosemary Aultman, Mayor

ATTEST: W. Derrick
Wayne Derrick, City Clerk

(SEAL)



EXHIBIT "A"

Begin at an iron pin at the northeast corner of that parcel described in Deed Book 3820 at Page 354 in the Hinds County Chancery Clerk's office in Jackson, Mississippi; run thence S 03 degrees 04 minutes 01 seconds W along the present western right-of-way line of Springridge Road a distance of 100.07 feet (100 feet deed) to an iron pin at the southeast corner of said parcel., said pin being the northeast corner of that parcel described in Deed Book 4364 at Page 260 in said Office; run thence S 04 degrees 35 minutes 10 seconds west along said right-of-way line a distance of 20.04 feet to an iron pin, run thence N 82 degrees 06 minutes 28 seconds W a distance of 130.00 feet to an iron pin; run thence N 03 degrees 25 minutes 00 seconds E to a distance of 130.00 feet to an iron pin on the northern line of said 3820/354 parcel; run thence S 82 degrees 06 minutes 28 seconds E (S 82 degrees 25 minutes E deed) along said northern line a distance of 130.0 feet to the point of beginning, containing 0.30 acre +/-, and being situated in the SW ¼ S5, T5N, R1W, First Judicial District, Hinds County, Mississippi.

Also known as 1217 Springridge Road, Clinton, Mississippi

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 7.f

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Conditional Use – Automotive Repair Shop
1219 Springridge Road – Frank Fortner

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION: Planning and Zoning recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

Greer
Brantley

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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Mayor Aultman

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

**RESOLUTION APPROVING A CONDITIONAL USE FOR
FRANK FORTNER FOR THE PROPERTY LOCATED AT 1219 SPRINGRIDGE ROAD, CLINTON,
MISSISSIPPI**

CITY OF CLINTON

WHEREAS, Frank Fortner, did file a request for a conditional use for the property located at 1219 Springridge Road to operate an automotive repair business; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on May 25, 2004, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on May 25, 2004, adopted a motion to approve the request of Frank Fortner for a conditional use of the property to be used as an automotive repair business and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Frank Fortner for the property at 1219 Springridge road to be an automotive repair buisness and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

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

7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.
8. The Conditional Use is granted subject to the following conditions:
 - a. No vehicles may be displayed for sale on the premises, unless a separate Conditional Use is requested and approved.
 - b. All vehicles shall display a current state inspection decal. No inoperable vehicles or wrecked vehicles shall remain outside overnight.
 - c. Failure to comply with the conditions as stated will result in revocation of the Conditional Use and all operations associated with the facility shall cease.

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

Alderman Brabham voted: yes

Alderman Hisaw voted: yes

Alderman Greer voted: yes

Alderman Brantley voted: yes

Alderman Fisher voted: yes

Alderman Touchton voted: yes

Alderman Lott voted: yes

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

The foregoing ordinance was approved this the 15th day of June 2004.

CITY OF CLINTON

BY: Rosemary A. Aultman
Rosemary Aultman, Mayor

ATTEST: W. Derrick
Wayne Derrick, City Clerk

(SEAL)



EXHIBIT "A"

Begin at an iron pin at the southeast corner of that parcel described in Deed Book 4364 at Page 260 in the Hinds County Chancery Clerk's office in Jackson, Mississippi; run thence 82 degrees 20 minutes 59 seconds W (N82 degrees, 13 minutes, 39 seconds W deed) along the southern line of said parcel a distance of 246.84 fee (246.7 feet deed) to an iron pin; run thence 29 degrees 09 minutes 41 seconds E (N 29 degrees 04 minutes 25 seconds E deed) along the western line of said parcel a distance of 55.84 feet (55.51 feet deed) to an iron pin; run thence N 16 degrees 16 minutes 36 seconds W (N 16 degrees 15 minutes 26 seconds E deed) along said western line a distance of 145.93 feet to an ion pin; run thence S 82 degrees 06 minutes 28 seconds E a distance of 275.70 feet to an iron pin on the present western right-of-way line of Springridge road; run thence S 04 degrees 35 minutes 10 seconds W along said right-of-way line a distance of 184.45 fee to the point of beginning, containing 1.04 acres +/-, and being situated in the SW ¼ S5, T5N, R1W, First Judicial District, Hinds County, Mississippi

Also known as 1219 Springridge Road, Clinton, Mississippi

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 7.9

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

Withdrawn

DISCUSSION/ACTION: Rezoning - C2 - General Commercial to C3 - Major Thoroughfares
1103 Monroe Street - Clinton Body Shop

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

Withdrawn

RECOMMENDATION: Planning and Zoning recommends to deny.

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.

OFFICIAL FORM

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI FOR THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM C-2 TO C-3

WHEREAS, John Mosley dba Clinton Body Shop (the "Applicant") did file a petition to Rezone certain property from its present C-2 use district classification to C-3 use district classification: and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 25th day of May, 2004, at 7:00 o'clock P.M.; and,

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

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

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

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

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

Section 2. That this matter was presented as required by Section 2406 of the City of Clinton Zoning Ordinance and the Mayor and Board of Aldermen hereby find that this request does not meet the requirements of Section 2406.03(a) Criteria for Rezoning, the Mayor and Board of Aldermen specifically find that insufficient proof was presented to show this request meets the requirements of Section 2406.03(b) in that there was a change in the neighborhood and a public need for the rezoning.

Section 3. That pursuant to Article XV of the Zoning Ordinance, the proposed facility shall be "C-2, General Commercial District".

Section 4. That the following described tract of real property be, and the same is, hereby remains zoned its present C-2 use district classification.

A tract of land situated in the City of Clinton, the First Judicial District of Hinds County, Mississippi and more completely described in Exhibit "A" attached hereto and made a part thereof.

Section 5. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, are not amended to reflect the foregoing change in the zoning of the above-described real property.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 25th day of May 2004.

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

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

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

The foregoing ordinance was approved this the 25th day of May 2004.

CITY OF CLINTON

BY: _____
ROSEMARY AULTMAN, Mayor

ATTEST:

WAYNE DERRICK, Deputy City Clerk

(S E A L)

EXHIBIT "A"

A certain parcel of land being situated in the Northwest $\frac{1}{4}$ of Section 20, T6N-R1W, Clinton, Hinds County, Mississippi as described in Deed Book 3480 at Page 662; Deed Book 5465 at Page 202; Deed Book 3264 at Page 44; Deed Book 3220 at Page 390; Deed Book 2668 at Page 129; Deed Book 2869 at Page 649; Deed Book 2784 at Page 665; Deed Book 5701 at Page 979; Deed Book 3500 at Page 450; Deed Book 3222 at Page 317; Deed Book 3960 at Page 256; and Deed Book 5465 at Page 202, on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi.

Also known as Clinton Body Shop, 1115 N Monroe Street, Clinton, Mississippi

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Unkempt Property
Huntcliff Way

no action

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: _____

SECONDED BY: _____

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at Huntcliff Way, Clinton, Mississippi, and after full consideration of the matter, Alderman _____ offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT HUNTCLIFF WAY, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at Huntcliff Way, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2004, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

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

1. It is hereby adjudicated that the property located at Huntcliff Way, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Brantley voted: _____

Alderman Fisher voted: _____

Alderman Touchton voted: _____

Alderman Lott voted: _____

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

The foregoing Resolution was approved this the _____ day of _____ 2004.

CITY OF CLINTON

BY: _____
ROSEMARY AULTMAN, Mayor

ATTEST:

WAYNE DERRICK, City Clerk

(S E A L)

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET JUN 15 2004

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 9 CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Unkempt Property
369 Hobby Farms Road

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Brummett

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

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

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 369 Hobby Farms Road, Clinton, Mississippi, and after full consideration of the matter, Alderman Brantley offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT 369 HOBBY FARMS ROAD, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 369 Hobby Farms Road, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2004, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

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

1. It is hereby adjudicated that the property located at 369 Hobby Farms Road, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted:

yes

Alderman Hisaw voted:

yes

Alderman Greer voted:

yes

Alderman Brantley voted:

yes

Alderman Fisher voted:

yes

Alderman Touchton voted:

yes

Alderman Lott voted:

yes

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

The foregoing Resolution was approved this the 15th day of June 2004.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Wayne Derrick
WAYNE DERRICK, City Clerk

(SEAL)



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 10

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

no action

DISCUSSION/ACTION: Unkempt Property
Lot 421 Easthaven – McDonald Dr.

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

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

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at Lot 421 Easthaven - McDonald Drive, Clinton, Mississippi, and after full consideration of the matter, Alderman _____ offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT LOT 421 EASTHAVEN - MCDONALD DRIVE, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at Lot 421 Easthaven - McDonald Drive, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2004, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

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

1. It is hereby adjudicated that the property located at Lot 421 Easthaven - McDonald Drive, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

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

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

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

The foregoing Resolution was approved this the _____ day of _____ 2004.

CITY OF CLINTON

BY: _____
ROSEMARY AULTMAN, Mayor

ATTEST:

WAYNE DERRICK, City Clerk

(S E A L)

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 11

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Unkempt Property
103 McRee Street

*Delay until
next meeting*

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

*Brabham
Touchton*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

[Handwritten marks in the "AYE" column]

Mayor Aultman

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

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 103 McRee Street, Clinton, Mississippi, and after full consideration of the matter, Alderman _____ offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT 103 MCREE STREET, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 103 McRee Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2004, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

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

1. It is hereby adjudicated that the property located at 103 McRee Street, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Brantley voted: _____

Alderman Fisher voted: _____

Alderman Touchton voted: _____

Alderman Lott voted: _____

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

The foregoing Resolution was approved this the _____ day of _____ 2004.

CITY OF CLINTON

BY: _____
ROSEMARY AULTMAN, Mayor

ATTEST:

WAYNE DERRICK, City Clerk

(S E A L)

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 12

CONSENT AGENDA:

To:

FOR: discussion/action of drainage problem located at
217 Royal Oak Drive

ACCT. NO.

Cleming

INTRODUCED BY: Tim Rogers, Director of Public Works

TELEPHONE: 924-2239

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other :

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Brubham*

SECONDED BY: *Touchton*

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

1

Mayor Aultman

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

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: June 15, 2004

Agenda Item No. 13

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

Discussion/Action: Permission to go out for bid on two Thermal Imagers. Approved for purchase with Fire Act Grant money November 18, 2003.

Introduced by: Chief Darrel McQuirter **Telephone:** 925-1010

Exhibits for Review:

Grant for \$24,000 +- approximately \$12,000 each.

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

Recommendation:

Board Action:

Motion made by: Touchton
Seconded by: Lott

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	_____	_____	_____
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 JUN 15 2004

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. CITY 4 OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Chris Collins, Mayorial Representative – Re-appointment to
P&R Advisory Committee

INTRODUCED BY: Rosemary G. Aultman, Mayor

TELEPHONE: 924-5462

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Lott

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

✓

Mayor Aultman

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

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 15

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Jan Cossitt, At-Large Representative – Re-appointment to
P&R Advisory Committee

INTRODUCED BY: Rosemary G. Aultman, Mayor

TELEPHONE: 924-5462

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 16

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Tom McMahon, Ward 5 Representative – Re-appointment to
P&R Advisory Committee

INTRODUCED BY: Alderman Herb Touchton

TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Touchton*

SECONDED BY: *Fisher*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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

JUN 15 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO.

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Dave Clifton, Ward 3 Representative – Re-appointment to P&R Advisory Committee

INTRODUCED BY: Alderman Clint Brantley

TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

“AYE”

“NAY”

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 15, 2004

AGENDA ITEM NO. 18

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Resolution to Implement SB 2659 – Continuation and/or Reinstatement of Spouse Benefits

where Spouse Remarries for Municipal Retirement Plans

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION: _____ MOTION MADE BY: Brantley

SECONDED BY: Brabham

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
Mayor Aultman	_____	_____	_____

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



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BUILDING

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JACKSON, MISSISSIPPI
39201-1005
(601) 359-3589
1-800-444-PERS

FRANK READY
Executive Director

BOARD OF TRUSTEES

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VIRGIL F. BELUE
Retirees

LEE CHILDRESS
Public Schools,

Community/Junior Colleges

DEBORAH F. GILES
Appointed by Governor

DOUG HAGUE
Municipal Employees

JAN LARSEN
State Employees

ED LEGRAND
State Employees

RICHARD C. MILLER
Inst. of Higher Learning

TATE REEVES
State Treasurer

FRED M. WALKER
Retirees

PROGRAMS ADMINISTERED

Public Employees'
Retirement System of Mississippi

Mississippi Highway
Safety Patrol Retirement System

Government Employees'
Deferred Compensation Plan

Mississippi Municipal
Retirement Systems

Supplemental Legislative
Retirement Plan

Retiree Group Life
& Health Benefits

Optional Retirement Plan for
Institutions of Higher Learning

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON

RECEIVED

JUN 09 2004

OFFICE OF THE CITY CLERK
CITY OF CLINTON

June 7, 2004

Honorable Rosemary Aultman
City of Clinton
PO Box 156
Clinton, MS 39060

RE: Implementation of SB 2659 – Continuation and/or Reinstatement of
Spouse Benefits Where Spouse Remarries for Municipal Retirement Plans

Dear Mayor Aultman:

SB 2659 was passed by the Mississippi Legislature during the 2004 Regular Session and was signed by the Governor on May 14, 2004, to be effective July 1, 2004. The sections of this bill which apply to the Municipal Retirement Plans are attached for review and consideration. The new statutory provisions apply to both the General Municipal and Fire and Police Disability Relief Funds administered by the Public Employees' Retirement System. The bill authorizes the governing authorities of each City with a Municipal Retirement Plan to pass resolutions to implement its provisions.

Currently, the spouse of a deceased Municipal Plan member or retiree may receive benefits which cease upon remarriage. Implementation of this new provision would allow continuation of the survivor benefit to a spouse regardless of whether the spouse remarries. Further, in addition to allowing continuation of benefits to the spouse upon remarriage, the City may also implement provisions to reinstate benefits to the spouse of a deceased Municipal Plan member or retiree who had benefits terminated upon remarriage.

This provision has a minimal actuarial cost impact. The City may request to have the actuarial cost calculated before implementation or the cost of implementation can be included in the FY 2004 Valuation Results. If the City elects to implement the provisions of SB 2659, it will be necessary to provide PERS with a resolution authorizing implementation. Attached is a listing of spouses who are currently receiving benefits. There were no spouses in the current data base who had their benefits terminated as a result of remarriage. However, the PERS data base is incomplete as spouses may have had benefits terminated upon remarriage prior to 1987 when PERS began administering the funds. Demographic and financial information is needed on each of the spouses who had benefits terminated due to remarriage. The City will need to assist PERS in obtaining such information prior to the reinstatement of benefits.

Municipal Retirement Plan Letter
June 7, 2004
Page 2 of 2

If approved by the City, it will be necessary for the spouse whose benefits have been terminated to file an application for reinstatement of benefits. Such reinstatement will be effective prospectively, from the first of the month after receipt of the completed application. Once a resolution has been received to implement the provisions, staff of the Special Programs Department will distribute applications to any such spouses who are eligible for reinstatement.

Attached is a draft resolution for use by the City in the event the provisions of this legislation are implemented.

If you have any questions regarding this matter, please contact Donna Edwards, Deputy Director, Special Programs at 601-359-2251 or 1-800-444-7377, extension 92251.

Sincerely,

A handwritten signature in cursive script that reads "Frank Ready".

Frank Ready
Executive Director

FR/sb
Enclosures (2)

Copy: Wayne Derrick, City Clerk

EXCERPTS FROM SENATE BILL 2659

(As Sent to Governor)

EXCERPTS NOTE:

Section 2 (attached) applies to all Municipal Retirement Plans

Section 15 (attached) sets forth the effective date of the statutory provisions. The actual effective date of implementation shall be established by the governing board of each municipality.

SECTION 2. The following provision shall be codified as Section 21-29-329, Mississippi Code of 1972:

21-29-329. (1) Any municipality that has established a retirement fund or disability and relief fund under the provisions of Article 1, 3 or 5 of this chapter, shall be authorized to adopt a resolution to allow those spouses who are receiving retirement benefits under the provisions of those articles, to continue to receive the spouse retirement benefits for life even if the spouse remarries. The resolution also may provide that surviving spouses of deceased members who received spouse retirement benefits that were terminated upon remarriage may again receive the spouse retirement benefits from and after making application with the Board of Trustees of the Public Employees' Retirement System to reinstate the benefits. Any reinstatement of spouse retirement benefits shall be prospective only from and after the first of the month following the date of application for reinstatement.

(2) The continuation or reinstatement of spouse retirement benefits authorized under this section shall not be continued or reinstated unless all of the following requirements are met:

(a) The municipal retirement fund or disability and relief fund is actuarially sound, as shown by the most recent actuarial study required by Section 21-29-27, 21-29-119 or 21-29-221;

(b) The municipal retirement fund or disability and relief fund will remain actuarially sound if the spouse retirement benefits are continued or reinstated, as shown by a certified statement from the actuarial firm that prepared the most recent actuarial study;

(c) The governing authorities of the municipality adopt a resolution requesting the continuation or reinstatement of the spouse retirement benefits as authorized in this section and transmit the resolution to the Board of Trustees of the Public Employees' Retirement System; and

(d) If applicable, the surviving spouse makes an application to the Board of Trustees of the Public Employees' Retirement System to reinstate the spouse retirement benefits.

SECTION 15. Sections 1, 4 and 8 of this act shall take effect and be in force from and after the passage of this act. The remainder of this act shall take effect and be in force from and after July 1, 2004.

BOARD APPROVED

JUN 15 2004

CITY OF CLINTON

**RESOLUTION AUTHORIZING THE CONTINUED PAYMENT OF BENEFITS
TO A SPOUSE OF A DECEASED MEMBER OR RETIREE AFTER
REMARRIAGE AND THE REINSTATEMENT OF SUCH SPOUSAL BENEFITS
THAT WERE PREVIOUSLY TERMINATED UPON REMARRIAGE**

WHEREAS, Senate Bill No. 2659 (2004 Legislative Session) authorized municipalities maintaining municipal retirement plans pursuant to Articles 1,3 or 5 of Title 21, Chapter 29 of the Mississippi Code of 1972, as amended, to adopt a resolution to allow those spouses who are receiving retirement benefits under the provisions of those articles, to continue to receive the spouse retirement benefits for life even if the spouse remarries; and

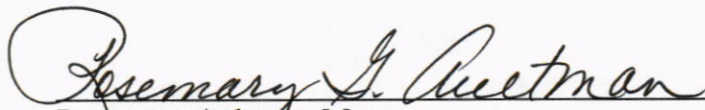
WHEREAS, Senate Bill 2659 also provided that such municipalities may provide that surviving spouses of deceased members who receive spouse retirement benefits that were terminated upon remarriage may again receive the spouse retirement benefits from and after making application with the Board of Trustees of the Public Employees' Retirement System to reinstate such benefits prospectively; and

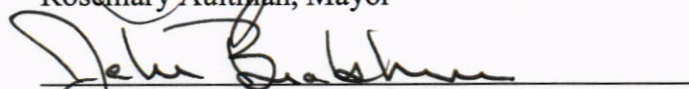
WHEREAS, the actuary has determined that the municipal retirement fund/disability and relief fund is actuarially sound, as shown by its most recent actuarial study, and the actuary has determined that the fund will remain actuarially sound if such spouse retirement benefits are continued or reinstated; and

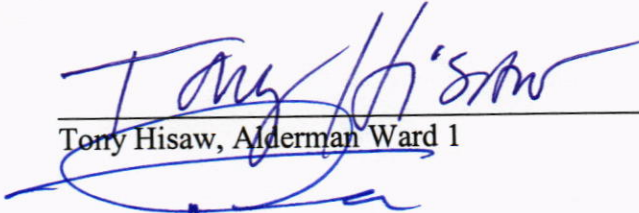
NOW, THEREFORE, BE IT RESOLVED by the Board of Alderman and Aldermen of the City of Clinton that such benefits to a spouse of a deceased retiree or member shall continue even if the spouse shall subsequently remarry and that spouses whose benefits have been terminated due to remarriage may apply for prospective reinstatement of those benefits.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the Board of Trustees of the Public Employees' Retirement System of Mississippi should proceed with the implementation of the provisions of Senate Bill 2659 of the 2004 Mississippi Legislature to 1) continue the payment of such benefits of a deceased retiree to a widow/widower after remarriage and 2) allow spouses whose benefits have been terminated due to remarriage to apply for prospective reinstatement of such benefits.

THIS, the 15th day of June, 2004.

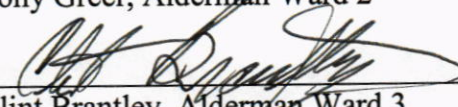

Rosemary Aultman, Mayor


Jehu Brabham, Alderman-at-Large

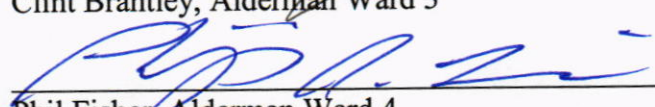


Tony Hisaw, Alderman Ward 1

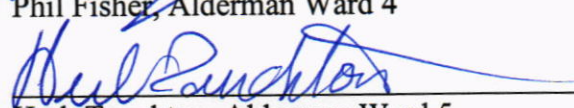
Tony Greer, Alderman Ward 2



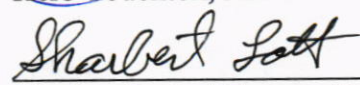
Clint Brantley, Alderman Ward 3



Phil Fisher, Alderman Ward 4



Herb Touchton, Alderman Ward 5



Sharbert Lott, Alderman Ward 6

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

JUN 15 2004

Board Meeting Date: June 15, 2004

Agenda Item No. 19

CITY OF CLINTON

Consent Agenda:
For:

To:

Account No.

Discussion/Action: Proposed contract with JBHM for Architectural services for the new library.

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____

Invoice: X

Other: X

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

*amended
\$330,000*

Recommendation:

Board Action:

Motion made by: Lott

Seconded by: Greer

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

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

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of June in the year Two Thousand and Four
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Clinton
PO Box 156
Clinton, Mississippi 39060

and the Architect:
(Name, address and other information)

Johnson Bailey Henderson McNeel Architects, PA
1855 Lakeland Drive, Building O
Jackson, Mississippi 39216

For the following Project:
(Include detailed description of Project)

City of Clinton Public Library
Clinton, Mississippi
JBHM #04055

The project scope includes design and construction of a new public library for the City of Clinton. The project will include the new facility along with associated furnishings, equipment, accessories and related parking. The facility is currently anticipated to be 20,000 to 25,000 sq. ft.

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The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.



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Washington, D.C. 20006-5292

- 1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

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2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

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2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon

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the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

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3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

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- 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.
- 3.4.2 Providing financial feasibility or other special studies.
- 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5 Providing services relative to future facilities, systems and equipment.
- 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10 Providing detailed estimates of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning tenant or rental spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

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3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

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4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 8.5; or

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- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

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7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

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3.3.1.4 Required by repeat reviews of local or state officials.

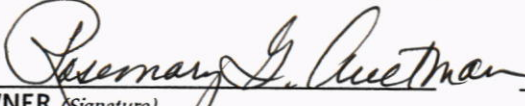
9.11 In the event that one of the parties to this agreement shall seek enforcement of any of the provisions hereof or shall pursue a claim arising from a breach of the agreement, the prevailing party in the lawsuit shall be entitled to reasonable attorney's fees, expert fees, and expenses.

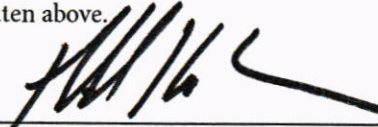
3.1.1.1 Compensation of Bid Alternates: The method of compensation for services provided for preparation of bid alternates shall be based on the fee amount applicable to the cost of the Alternate bid item based on phase of service completed.

12.1 The Architect shall not be liable to the Owner for the costs of any errors or omissions in the plans or specifications which do not result in the costs in excess of those which would have been incurred by the Owner in the absence of such errors or omissions or which are within the Architect's acceptable standard of care.

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This Agreement entered into as of the day and year first written above.


OWNER (Signature)
Rosemary Aultman, Mayor
Rosemary Aultman, Mayor
(Printed name and title)


ARCHITECT (Signature)
Richard H. McNeel, AIA Partner
(Printed name and title)



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ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 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 this Agreement through no fault of the party initiating the termination.

8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors,

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consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

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

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

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- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

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10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.



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ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

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11.1 An Initial Payment of ZERO Dollars (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

- I. Master Planning - Lump Sum \$10,000
- II. Programming Phase - Hourly Not to Exceed \$25,000
- III. Base Building Design - 7% of total project cost
- IV. New furnishings - 10% of New Furniture Purchases
- V. Accessories and Artwork - 10% of New Purchases
- VI. Existing Furniture and Accessories - Hourly as directed

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	<u>Fifteen</u>	percent (<u>15</u> %)
Design Development Phase:	<u>Twenty-Five</u>	percent (<u>25</u> %)
Construction Documents Phase:	<u>Thirty-Five</u>	percent (<u>35</u> %)
Bidding or Negotiation Phase:	<u>Five</u>	percent (<u>5</u> %)
Construction Phase:	<u>Twenty</u>	percent (<u>20</u> %)

Total Basic Compensation: one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

Refer to the attached Rate Schedule entitled "Staff Billing Code Billing Rates, Schedule 'S' which will be adjusted annually.

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Refer to the attached Rate Schedule entitled "Staff Billing Code Billing Rates, Schedule 'S' which will be adjusted annually.

11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of (1.25) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one and two-tenths (1.2) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

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10.2.1.1 Mileage expense of authorized out-of-town transportation in connection with the project shall be based on a mileage rate of \$0.37 per mile (example: field trip to another similar facility). This does not apply to trips made for reviews and/or field observations.

10.2.1.2 Reproduction costs for drawings and specifications for bidding will be billed at the cost of reproduction less the amount of plan deposits retained.

11.5 ADDITIONAL PROVISIONS

11.5.1 *If the Basic Services* covered by this Agreement have not been completed within thirty six (36) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

1.5% per month (18% APR) Mississippi Code Annotated Section 31-7-305(4b).

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

2.6.5 Architect shall make monthly visits to the site.

2.7 Master Plan illustrates land use areas showing existing and proposed site amenities. Based on the site analysis of existing conditions, the project's goals and objectives, and the client's input, the Master Plan will show pedestrian and vehicular circulation, outdoor active and passive pedestrian areas, barriers for aesthetic and functional purposes. The Master Planning process begins with on-site observations. The preparation of an overall Master Plan of the existing site more specifically will include the following:

2.7.1 Problem Solving: Varying solutions existing to any problem. It is a matter of selecting the best marriage of the client's goals to the site. These solutions are presented to the Client and then the pieces that work best are synthesized together.

2.7.2 Preliminary Plans: Not yet in its final stage but a clear picture of recommendations, this plan illustrates a melding of the site to the solution accomplishing the client's goals and objectives. This step also includes evaluation of the completed planning.

2.7.3 Finalized Master Plan: This plan rendered in color represents the final solution that best fits the site and the needs of the project. This Master Plan will establish an overall design strategy for the site.



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