

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

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Fisher followed by the Pledge of Allegiance to the Flag led by Alderman Touchton.

ROLL CALL - City Clerk Wayne Derrick

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

APPROVAL OF AGENDA ITEMS A-II

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

APPROVAL OF A RESOLUTION REQUESTING A DIMENSIONAL VARIANCE FOR JERRELL AND MARTHA HUTSON dba SECOND TIME AROUND LOCATED AT 115 WEST NORTHSIDE DRIVE

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brantley to approve a Resolution requesting dimensional variance for Jerrell and Martha Hutson dba Second Time Around for property located at 115 West Northside Drive. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A PRELIMINARY SITE PLAN FOR JERRELL AND MARTHA HUTSON dba SECOND TIME AROUND LOCATED AT 115 WEST NORTHSIDE DRIVE

Upon recommendation by Gary Ward, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Lott to approve a preliminary site plan for Jerrell and Martha Hutson dba Second Time Around located at 115 West Northside Drive. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 105 PATTON DRIVE

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a Resolution determining the necessity for the cleaning of private property located at 105 Patton Drive, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A Public Hearing was held with no opposition. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION FOR MAYOR TO EXECUTE MUTAL AID AGREEMENT BETWEEN CLINTON FIRE DEPARTMENT AND NATIONAL PARK SERVICE/NATCHEZ TRACE PARKWAY

Upon recommendation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to authorize the Mayor to execute Mutual Aid Agreement between Clinton Fire Department and National Park Service/Natchez Trace Parkway. A copy of the Agreement is attached. **MOTION CARRIED UNANIMOUSLY**

AWARD OF CONTRACT FOR THE CONSTRUCTION OF SOUTHSIDE WATER WELL – CONTRACT 1 TO LAYNE CENTRAL

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to award the contract for the construction of a Southside Water Well to Layne Central in the amount of \$320,064.00, said price being the lowest and best bid contingent on DEQ approval. **MOTION CARRIED UNANIMOUSLY**

**AWARD OF CONTRACT FOR THE CONSTRUCTION OF SOUTHSIDE WATER
DISTRIBUTION – CONTRACT 2 TO HEMPHILL CONSTRUCTION COMPANY**

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to award the contract for the construction of a Southside Water Distribution – Contract 2 to Hemphill Construction Company in the amount of \$418,608.80, said price being the lowest and best bid contingent to DEQ approval. **MOTION CARRIED UNANIMOUSLY**

**AUTHORIZATION FOR MAYOR TO EXECUTE CONTRACT WITH WILLIFORD,
GEARHART AND KNIGHT, INC. FOR HYDRAULIC EVALUATION OF LINDSEY
CREEK**

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to authorize the Mayor to execute a contract with Williford, Gearhart & Knight, Inc. for hydraulic evaluation of Lindsey Creek. A copy of the contract is attached. **MOTION CARRIED UNANIMOUSLY**

PROPOSED NEW PUBLIC WORKS FACILITY

Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve going forward with the new Public Works facility.

A **MOTION** to amend Alderman Brabham's motion was offered by Alderman Fisher and **SECONDED** by Alderman Touchton to require the Public Works Department to locate its administrative offices on the site of any new facility. The offered amendment failed by a vote of 2-5 with Alderman Fisher and Alderman Touchton voting in favor of the offered amendment.

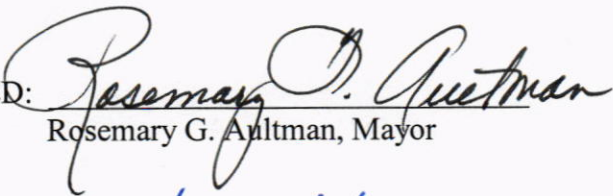
A second **MOTION** to amend was offered by Alderman Fisher and **SECONDED** by Alderman Touchton to limit the cost of the proposed Public Works facility to \$1.5 million. This amendment failed by a vote of 2-5 with Alderman Fisher and Alderman Touchton voting in favor of the offered amendment.

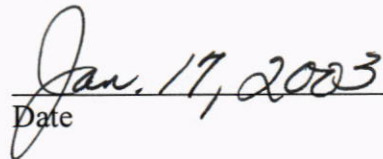
The original **MOTION** of Alderman Brabham was then voted on and approved by a vote of 5-2 with Alderman Fisher and Alderman Touchton voting "no".

ADJOURN 7:45 P.M.

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

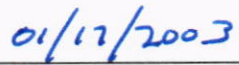
APPROVED:


Rosemary G. Aultman, Mayor


Date

ATTEST:


Wayne Derrick, City Clerk


Date



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 7, 2003

AGENDA ITEM NO. 7.a

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Request for Dimensional Variance
115 W. Northside Drive
(Second Time Around)

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: Greer

SECONDED BY: Brantley

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

RESOLUTION

RESOLUTION APPROVING A DIMENSIONAL VARIANCE FOR JERRELL AND MARTHA HUTSON dba SECOND TIME AROUND FOR PROPERTY LOCATED 115 W. NORTHSIDE DRIVE, CLINTON MISSISSIPPI, AS DESCRIBED IN EXHIBIT "A"

WHEREAS, Jerrell and Martha Hutson dba Second Time Around has requested a dimensional variance on the setback requirements as set in Section 2306 of the Zoning Ordinance of the City of Clinton, Mississippi; and,

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

WHEREAS, because of the unusual shape of the subject property a variance is needed for the setbacks on the southwest corner side property line and the southeast corner rear property line; and,

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

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

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

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

1. A dimensional variance of 23 feet, 6 inches from the southwest side property line shall be granted to permit a setback.
2. A dimensional variance of 5 feet, 11 inches from the southeast corner rear property line shall be granted to permit a setback.
3. The legal description of the subject property is shown in Exhibit "A" attached hereto.
4. The setback variances shall be generally as shown in the proposed site plan attached hereto as Exhibit "B".

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

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 resolution approved and adopted. The foregoing resolution was approved this the 7th day of January 2003.

CITY OF CLINTON

BY: Rosemary J. Aultman
ROSEMARY AULTMAN, MAYOR

ATTEST:

Carol K. Wanner, Deputy
WAYNE DERRICK, CITY CLERK

(SEAL)

BOARD APPROVED

EXHIBIT "A"

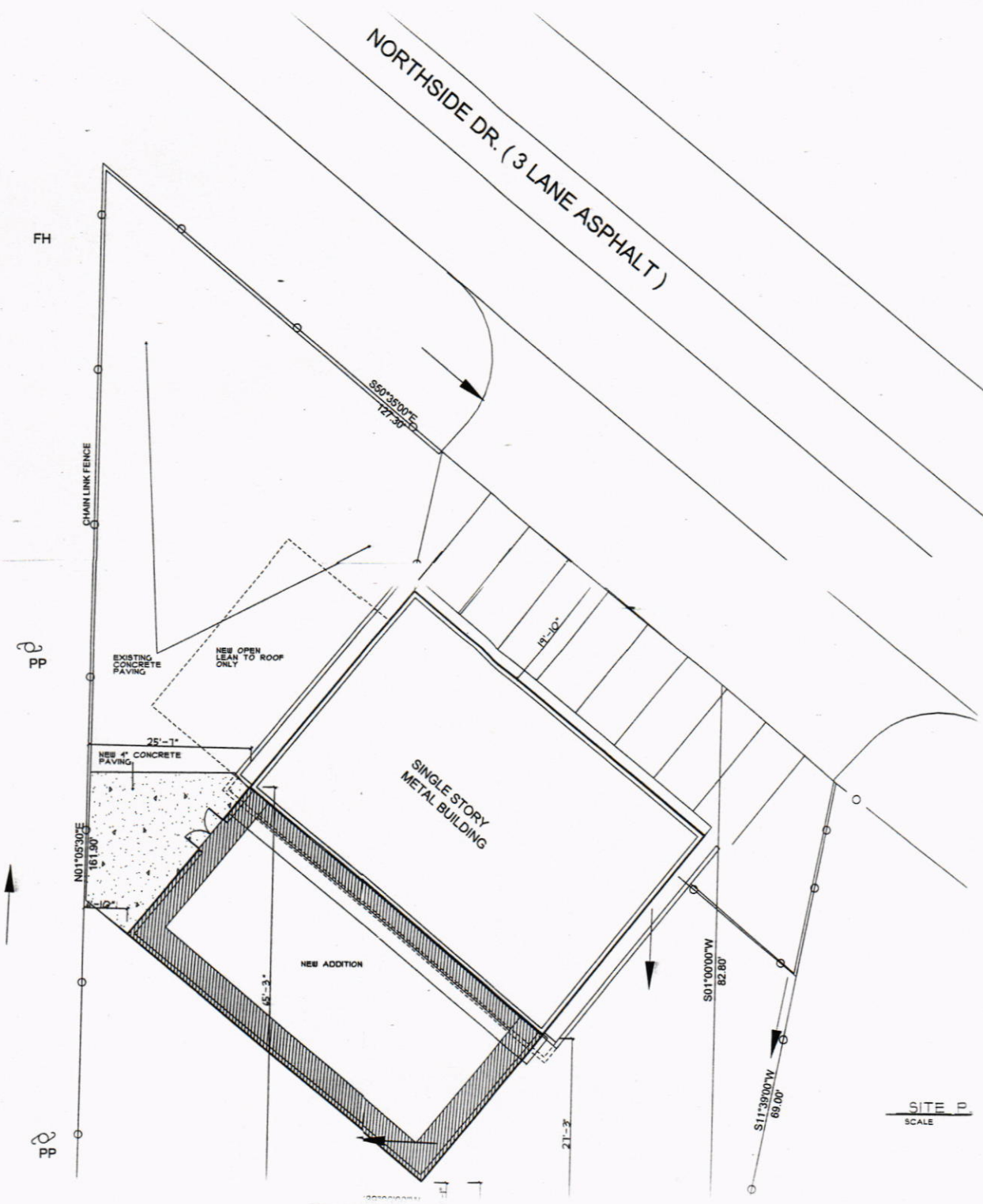
Begin at the intersection point of the South line of Northside Drive and the East line of Neal Street in the City of Clinton, Mississippi and run South 50 degrees 35 minutes East along the South line of Northside Drive 127.3 ft to a pin; run thence South 1 degree 00 minutes West and parallel to Neal St a distance of 82.8 ft to a pin; run thence North 89 degrees 00 minutes West 100.0 feet to a pin at the East line of Neal St; run thence North 1 degrees 00 minutes East along the East line of Neal St a distance of 162.2 feet to the Point of Beginning.

Above described lot lines in the NW $\frac{1}{4}$ of Section 20, Township 6 North, Range 1 West, City of Clinton, Hinds Co Mississippi and all lying East of Neal St and South of Northside Drive.

Also known as 115 W. Northside Drive

BOARD APPROVED

NEAL ST. (2 LANE ASPHALT)



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 7, 2003

AGENDA ITEM NO. 7.b

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Preliminary Site Plan
115 W. Northside Drive
(Second Time Around)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning recommends approval.

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Lott

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.

PLANNING AND ZONING COMMISSION

Clinton, Mississippi

Thursday, December 19, 2002

Public Hearing – 6:30 P.M.

Municipal Courtroom

305 Monroe Street

Minutes

Commission members present: Bill Campbell, Edward Taylor, Jim Martin, Gayle Albritton, Kathy Peace. City officials present: Gary Ward, Zoning Administrator and Ken Dreher, City Attorney.

I. Call to Order

Commission chairman Bill Campbell called the meeting to order at 6:30 p.m.

II. Consideration and approval of November 26, 2002 minutes

MOTION was made by Kathy Peace to accept the Minutes of the November 26, 2002 meeting. SECOND by Edward Taylor. MOTION carried, none opposed.

III. Considerations from previous meetings

There were no considerations from previous meetings.

IV. New Considerations

1. **115 West Northside Drive – Second Time Around (Jerrell and Martha Hutson)**
Representatives present: Jerrell and Martha Hutson- owners, Shane Orman – contractor
 - a. Request for dimensional variance
 - b. Preliminary Site Plan

Gary Ward briefed the commission on the dimensional variance request by stating that the Hutson wanted to make an addition to the existing building, but due to the unusual shape of the lot, the side and rear setbacks could not be met. Therefore, they are requesting a dimensional variance of 23 feet, 6 inches from the west property line to the southwest corner of the addition and a dimensional variance of 5 feet, 11 inches from the south property line to the southeast corner of the addition.

All department heads have reviewed the preliminary site plan. The only concern was the drainage, but this has been addressed to their satisfaction therefore being approved by the department heads.

Jim Martin asked if the adjoining property owners had been asked about these dimensional variances and if they had indicated any concerns. Mr. Hutson replied that only Clinton Bodv Shon would be affected. Mr. John Moselev indicated there would be no problems.

A public hearing was held and there was no opposition expressed.

A MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen that approval for the dimensional variances of 23 feet, 6 inches of the southwest side property line and a dimensional variance of 5 feet, 11 inches of the rear southeast corner property line be granted. SECOND by Jim Martin. MOTION carried unanimously, none opposed.

A MOTION was made by Gayle Albritton to recommend to the Mayor and Board of Aldermen that contingent on the approval of all department heads approval of the preliminary site plan for 115 W. Northside Drive, Second Time Around should be granted. SECOND by Edward Taylor. MOTION carried unanimously, none opposed.

Site plan is on file with the Zoning Administrator.

V. Other Business

There was no other business to be discussed.

VI. Confirmation of next meeting

Confirmation of the next Planning and Zoning Commission Meeting to be held on January 28, 2003 at 7:00 P.M. with the Informational Meeting set for 6:30 P.M.

VII. Adjournment

MOTION to adjourn was made by Kathy Peace. SECOND by Gayle Albritton. MOTION carried unanimously, none opposed.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 7, 2003

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Unkempt Condition of Property
105 Patton Drive – Geneva or Bruce Hopkins

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: Hisaw

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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

BOARD APPROVED

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at 105 Patton Drive, (Geneva or Bruce Hopkins) Clinton, Mississippi, and after full consideration of the matter, Alderman Hisan 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 105 PATTON 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 105 Patton 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., January 7th 2003, 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 105 Patton 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 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:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

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

The foregoing Resolution was approved this the 7th day of January 2003

ATTEST:

Carol K. Warren, Deputy
WAYNE DERRICK, City Clerk

CITY OF CLINTON
BY: Rosemary A. Aultman
ROSEMARY AULTMAN, Mayor

(S E A L)

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 7, 2003

Agenda Item No. 9

Consent Agenda:

To:

For:

Account:

Circle: Low quote, Sole Source, Emergency, etc. if applicable.

Discussion/Action: Mutual Aid agreement between Clinton Fire Dept. and National Park Service/Natchez Trace Parkway

Introduced by:

Chief Darrel McQuirter
Chief Darrel McQuirter

Telephone: 925-1010

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Recommendation:

Board Action:

Motion made by: *Brabham*

Seconded by: *Lott*

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



IN REPLY REFER TO:

United States Department of the Interior

National Park Service

Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804

A44 (NATR) G5570-03-0011
xY14 (NATR)

DEC 24 2002

Chief ~~Bryan Presson~~ *Darrel McQuinter*
Clinton Fire Department - Station One
1234 Clinton-Raymond Road
Clinton, Mississippi 39056

Dear Chief ~~Bryan Presson~~: *Darrel McQuinter*

The concept of mutual aid has become a valuable tool in fire suppression and other emergency services operations.

Recognizing that limited fire-fighting resources affect all agencies and departments, we implemented a Memorandum of Understanding with the Clinton Fire Department - Station One that has since expired. We would like to renew the mutual aid relationship established with your agency in the past.

We have enclosed copies of a proposed Memorandum of Understanding between our two agencies to reestablish written guidelines for cooperation on fire incidents of mutual concern. If this Memorandum of Understanding is acceptable to you, please sign both copies, retain one copy for your records, and return the second copy to us.

If you have any questions concerning this renewal of our Memorandum of Understanding, please contact Fire Management Officer, Dan Mapstone at (662)680-4029.

Sincerely,

Danny R. Simpson

for Wendell Simpson
Superintendent

Enclosures

BOARD APPROVED

Memorandum of Understanding
G5570-03-0011

Memorandum of Understanding

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

and

Clinton Fire Department

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into the date hereinbelow last written, by and between the National Park Service, UNITED STATES DEPARTMENT OF THE INTERIOR (hereinafter the SERVICE), acting by and through the Superintendent of Natchez Trace Parkway (hereinafter the PARK), and the Clinton Fire Department, State of Mississippi (hereinafter the DEPARTMENT), acting by and through the Chief, Clinton Fire Department.

W I T N E S S E T H:

ARTICLE I. Background and Objectives

WHEREAS, The Natchez Trace Parkway, was established by an Act of Congress on May 18, 1938, 52 Stat. 407, 16 U.S.C. 460; and

WHEREAS, the PARK, based on existing federal legislative authority, may enter into this agreement with the DEPARTMENT in furtherance of the protection of human life, property, and natural resources subject to loss through wildland fires (Reciprocal Fire Protection Act of May 27, 1955, 42 USC 1856a-1856d; and the National Park Service Organic Act, 16 USC 1(b)(1)).

WHEREAS, the PARK and the DEPARTMENT share common interest in the safe, efficient, and effective suppression of wildland fires employing the concepts of total mobility and closest forces concepts where practical; and

WHEREAS, the DEPARTMENT, based on local and state authority, provides structural and vehicle fire suppression within the Clinton Fire Department Fire Protection District; and

WHEREAS, the PARK and the DEPARTMENT have previously cooperated in the suppression of wildland fires and desire to establish guidelines for continued cooperation on wildland fire incidents of mutual concern to the PARK and the DEPARTMENT within the Clinton Fire Department Fire Protection District; and

WHEREAS, it is to the mutual advantage of both the DEPARTMENT and the PARK to cooperate closely and coordinate their efforts in the prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility; and

NOW THEREFORE, pursuant to the above-referenced federal statutes and the AGREEMENT and in consideration of the mutual advantages in attaining the common objectives stated herein, the SERVICE and the DEPARTMENT mutually agree to be bound by the terms, conditions, and statements of responsibility hereinbelow stated.

ARTICLE II. Statements of Responsibility

1. Wildland Fire Suppression

(a) The DEPARTMENT maintains primary responsibility for wildland fire suppression on non-Federal lands. The PARK maintains primary responsibility for wildland fire suppression on PARK lands. Each agency agrees to manage wildland fire suppression operations using the total mobility and closest forces concept within the primary aid zone (see 1(b) below). Wildland fires occurring in the primary aid zone, when resources from both the PARK, DEPARTMENT, and other cooperators are at the scene, shall be managed under the Incident Command System.

(b) The PARK and DEPARTMENT agree to the establishment of a primary aid zone. The primary aid zone shall include PARK lands and those lands within 1/4 mile of PARK lands within the Clinton Fire Department Fire Protection District.

(c) The PARK and DEPARTMENT agree to immediately initiate suppression action on any unmanned wildland fire found within the other's responsibility and shall remain on scene until released by arriving resources from the other agency or until the fire is controlled. Either agency may request initial assistance from the other through the dispatch offices specified in section (1)g below, for wildland fires occurring within the mutual aid zone. The use of tractor plows by either agency on PARK lands is restricted to individual actions approved by the PARK Superintendent, his authorized designee, or when human life or significant property is imminently at risk.

(d) The PARK and DEPARTMENT agree that when suppressing wildland fires in the other agency's jurisdiction, to adhere to the suppression and mop-up standards of the receiving agency insofar as resources and manpower are available. If adequate facilities and manpower are not available to meet standards, the sending agency will notify the other agency at the earliest possible time. Personnel will utilize personal protective equipment as specified by their agency's standards.

(e) The PARK and DEPARTMENT agree to release the other's personnel and equipment as soon as it is feasible for the Incident Commander to do so, or upon the request of the sending agency.

(f) The PARK and DEPARTMENT are authorized to utilize the other's radio frequencies and roads for emergency purposes.

(g) The PARK agrees to immediately report all potential wildland fires to the DEPARTMENT's dispatch office. The DEPARTMENT agrees to immediately report all potential wildland fires on PARK lands or within 1/4 mile of PARK boundaries to the PARK dispatch office. Changes in the contacts to be used for these reports shall be added to the agreement whenever necessary.

(h) The PARK and DEPARTMENT agree to hereby waive all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of all wildland fire suppression activities described in this agreement.

It is understood that for the purposes of Federal Worker's compensation coverage, employees of the Federal Government assisting in suppressing fires on State or private lands within or adjacent to the PARK lands are to be considered as employees of the Federal Government and not the DEPARTMENT'S employees. It is further understood that for purposes of the DEPARTMENT'S worker's compensation coverage, employees of the DEPARTMENT assisting in suppressing fires on Federal lands are to be considered as employees of the DEPARTMENT and not the Federal Government.

2. Structural and Vehicle Fire Suppression

(a) The DEPARTMENT agrees to suppress all structure and vehicle fires occurring on PARK lands within the jurisdiction of the Clinton Fire Department Fire Protection District.

(b) The PARK and DEPARTMENT agree to hereby waive all claims against the other as stated above in the performance of structure and vehicle fire suppression described in this agreement.

3. Payment of Costs

The PARK and DEPARTMENT agree not to bill each other for services rendered in the suppression of wildland fires for extinguishment of structure or vehicle fires within the primary mutual aid zone. Each agency shall, upon request, forward specific cost information for billing to third parties, for management review and use.

4. Communications

(a) The PARK and DEPARTMENT agree to annually review the full contents of this agreement so as to familiarize all concerned with it's provisions.

(b) The PARK and DEPARTMENT agree to meet annually to review this AGREEMENT and prepare an update of the attached dispatch information. The AGREEMENT may be amended at any time by the written mutual consent of both parties. The approved amendment will immediately become part of this AGREEMENT.

ARTICLE III. Term of Agreement

This AGREEMENT shall be effective on the date hereinbelow last written and shall terminate five (5) years from that date. This AGREEMENT may be renewed at the end of the five year term subject to review and approval of the parties.

ARTICLE IV. Reports

1. The PARK and DEPARTMENT agree to provide one another, upon request, a written report of wildland fire incident information within five days of the fire being declared out.

2. The PARK and DEPARTMENT agree to furnish each other such reports and documents as may be specified in the preceding sections of this AGREEMENT, subject to the SERVICE and the State of Mississippi rules and regulations.

ARTICLE V. Required Clauses

1. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

2. No member of, delegate to, or resident Commissioner in Congress, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

ARTICLE VI. Key Officials

1. National Park Service, Natchez Trace Parkway

(a) Policy Level:

Superintendent

Natchez Trace Parkway

2680 Natchez Trace Parkway

Tupelo, MS 38804

(662) 680-4004

(b) Technical Level:

Fire Management Officer
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, MS 38804
(662) 680-4029

(c) Operations Level:

District Ranger
Natchez Trace Parkway
5182 Natchez Trace Parkway
Natchez, Mississippi 39120
(601) 445-4211

2. Chief Brian Presson

Clinton Fire Department - Station One
1234 Clinton-Raymond Road
Clinton, Mississippi 39056
(601) 924-6421

ARTICLE VII. Termination

This agreement may be terminated by either party upon sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date hereinbelow last written.

THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Wendell R. Simpson

12/24/02

for Wendell Simpson

Date

Superintendent

Natchez Trace Parkway

STATE OF MISSISSIPPI

City of Clinton

Resemay G. Auetman
Mayor

1-10-2003

Date

Clinton Fire Department

ATTACHMENT**DISPATCH INFORMATION**

pursuant to Memorandum of Understanding G5570-03-0011

between

NATIONAL PARK SERVICE, NATCHEZ TRACE PARKWAY

and

Clinton Fire Department

TO REPORT WILDLAND FIRES:

Wildland Fire Notification [II.1(g)]

REPORT WILDLAND FIRES TO:

PARK - Dispatcher 1-800-300-PARK

DEPARTMENT - Dispatcher Dispatcher E911 or (601)924-5643

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 7, 2003

Agenda Item No. 1D

Consent Agenda:	To:
For:	Account No.

Discussion/Action: Award of Southside Water Well -Contract 1.	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: Certified Bid
Tabulation

Recommendation:

Board Action:

Motion made by: _____
Seconded by: _____

*To Layne Central.
Lowest + best bid contingent
on DEQ approval.
Touchton
Brantley*

<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.



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

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

December 10, 2002

BOARD APPROVED

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

RECEIVED
DEC 10 2002

CITY OF CLINTON
ENGINEERING DEPARTMENT

RE: City of Clinton
2002 SRF Water Improvements
Contract 1 - Water Well
WGK#01-249

Dear Mayor Aultman:

This is to advise that we have completed our review of the bids received on December 6, 2002 for implementation of the above referenced project. Please find enclosed a Certified Bid Tabulation of bids received depicting the individual unit prices and totals for the 500 GPM Base Bid water well and add/alternate bid items for optional larger wells.

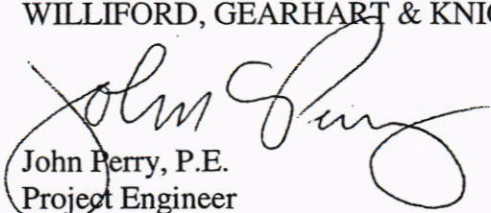
At this time we recommend the Board award the contract to Layne Central in the Base Bid amount of \$320,064.00. Upon completion and analysis of the Test Well we will be able to determine what size well, if any, can be made at this preferred location. If the results indicate a larger well can be made at this location, we will recommend that the City execute a change order in accordance with the as-bid unit prices for the appropriate larger well option.

Also enclosed are three (3) copies of the "Notice of Award". Upon acceptance and authorization by the Board, please sign the "Notice of Award", retain one copy for your files and return two copies to our office. We will prepare the necessary contract documents for completion by the Contractor.

We appreciate the opportunity to be of assistance with this very important project. If you should have any questions, please do not hesitate to call me at (601)925-4444.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.


John Perry, P.E.
Project Engineer

PC: Richard Broome, P.E., City Engineer, w/enc.

BOARD APPROVED

OF CLINTON
RF WATER IMPROVEMENTS
CONTRACT #1 - WATER WELL

Layne Central
Post Office Box 10206
Jackson, MS 39046

Herdon Well and Supply
318 Childre Road
Pearl, MS 39208

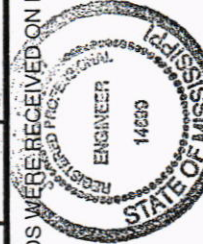
er Drilling
J. Drawer 825
Columbia, MS 39429

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Test Hole (1,160 feet)	1	LS	70,000.00	\$70,000.00	48,400.00	\$48,400.00	40,000.00	\$40,000.00
2	Add or Deduct Test Hole Greater or Less than 1,160 Feet	EA	LF	25.00	XXXXXXX	40.00	XXXXXXX	25.00	XXXXXXX
3	Complete Test Well and Collect Water Sample (1,120 Ft. in depth)	1	LS	35,000.00	\$35,000.00	30,000.00	\$30,000.00	20,000.00	\$20,000.00
4	Add or Deduct Test Well Greater or Less than 1,120 Feet	EA	LF	20.00	XXXXXXX	20.00	XXXXXXX	20.00	XXXXXXX
5	Copies 12X8 Gravel Wall Well (1,120 Feet in depth)	1	LS	124,000.00	\$124,000.00	158,040.00	\$158,040.00	225,000.00	\$225,000.00
6	Add or Deduct Permanent Well Greater or Less than 1,120 Feet	EA	LF	50.00	XXXXXXX	40.00	XXXXXXX	40.00	XXXXXXX
7	Add or Deduct Well Screen Greater or Less than 80 Feet	EA	LF	100.00	XXXXXXX	100.00	XXXXXXX	80.00	XXXXXXX
8	500 GPM @ 90 PSI Vertical Turbine Well Pump with Motor and Appurtenances to include Column Pipe Couplings with Integrally Cast Stabilizing Spiders (complete)	1	LS	30,000.00	\$30,000.00	48,000.00	\$48,000.00	50,000.00	\$50,000.00
9	Add or Deduct 8" Column Assembly Greater or Less than 400 Feet	EA	LF	80.00	XXXXXXX	75.00	XXXXXXX	35.00	XXXXXXX
10	8" DIP Discharge Piping, and Accessories, w/8"x12" Reducer and 18Ft 12" DIP w/ Plug	1	LS	10,000.00	\$10,000.00	10,000.00	\$10,000.00	16,700.00	\$16,700.00
*11	Electrical & Well Controls (complete)	1	LS	20,000.00	\$20,000.00	27,500.00	\$27,500.00	24,000.00	\$24,000.00
*12	Chlorination/Fluoridation Facilities including Slab, Housing, and Booster Pump	1	LS	13,000.00	\$13,000.00	23,700.00	\$23,700.00	18,000.00	\$18,000.00
*13	Site Work to include Clearing and Grubbing, Earthwork, Fencing, Clay Gravel, Riprap, RCP Culverts and Erosion Control	1	LS	18,064.00	\$18,064.00	41,860.00	\$41,860.00	19,200.00	\$19,200.00
TOTAL BASE BID AMOUNT					\$320,064.00		\$385,500.00		\$412,900.00

Add Alternates

14	Add to Item #5 for 16x10 Gravel Wall Well	1	LS	40,000.00	\$40,000.00	52,000.00	\$52,000.00	30,000.00	\$30,000.00
15	Add to Item #6 for 16x10 Permanent Well	EA	LF	30.00	XXXXXXX	20.00	XXXXXXX	10.00	XXXXXXX
16	Add to Item #7 for 10" Screen	EA	LF	30.00	XXXXXXX	20.00	XXXXXXX	10.00	XXXXXXX
17	Add to Item #8 and #11 For 750 GPM @ 90 psi	1	LS	30,000.00	\$30,000.00	8,500.00	\$8,500.00	19,000.00	\$19,000.00
18	Add to Item #8 and #11 For 1000 GPM @ 90 psi	1	LS	40,000.00	\$40,000.00	12,500.00	\$12,500.00	30,000.00	\$30,000.00
19	Add to Item #9 for 10" Column Assembly	EA	LF	20.00	XXXXXXX	15.00	XXXXXXX	10.00	XXXXXXX
20	Add to Item #10 for 10" Discharge Piping, and Accessories, w/ 10"x12" Reducer and 18Ft 12" DIP w/Plug	1	LS	6,000.00	\$6,000.00	2,500.00	\$2,500.00	6,500.00	\$6,500.00
21	Add to Item #12 for 1000 GPM Component Sizing and Ton Cylinder Slab Including Pipe Bollards and Components in Accordance With the Specifications	1	LS	6,000.00	\$6,000.00	8,500.00	\$8,500.00	8,700.00	\$8,700.00

THIS IS A CERTIFIED TABULATION OF BIDS FOR THE ABOVE REFERENCED PROJECT. BIDS WERE RECEIVED ON DECEMBER 6, 2002 AT 2:00 P.M. AND OPENED IMMEDIATELY THEREAFTER.



John C. Perry
John C. Perry, P.E.

BOARD APPROVED

NOTICE OF AWARD

TO: Mr. Ralph Hayes

Layne Central

DWI-H280088-01

Project Identification

Post Office Box 10206

Jackson, Mississippi 39289

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BID dated October 31, 2002, and Instructions for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$320,064.00.

You are required by the Instructions for BIDDERS to execute the Agreement and Furnish the required CONTRACTOR's Performance BOND, Payment BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date this Notice is delivered to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days for the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other right as may be granted by Law.

You are required to return an acknowledge copy of the NOTICE OF AWARD to the OWNER.

Date this _____ day of _____, 2002.

(Owner)

(Signature)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

_____ this the _____ day of _____,

2000.

(Contractor)

Signature

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 7, 2003

Agenda Item No. 11

Consent Agenda:	To:
For:	Account No.

Discussion/Action: Award of Southside Water Distribution -Contract 2.	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: Certified Bid
Tabulation

*To Hempill as lowest +
best bid, subject to
DEA approval.*

Recommendation:

Board Action:

Motion made by: Brantley
Seconded by: Brabham

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

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



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

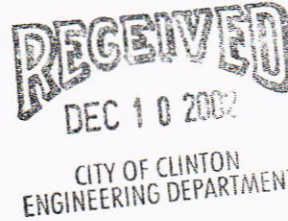
BOARD APPROVED

PRINCIPALS

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

December 10, 2002

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



RE: City of Clinton
2002 SRF Water Improvements
Contract 2 - Distribution System Improvements
WGK#01-249

Dear Mayor Aultman:

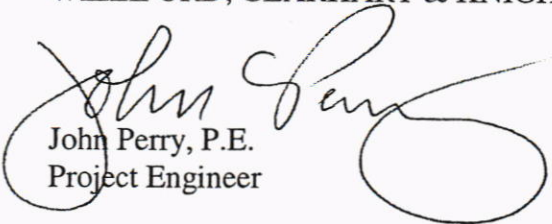
This is to advise that we have completed our review of the bids received on December 6, 2002 for implementation of the above referenced project. Please find enclosed a Certified Bid Tabulation of bids received depicting the individual unit prices and totals for the proposed work.

We recommend the Board award the contract to Hemphill Construction Company in the amount of \$418,608.80. Enclosed are three (3) copies of the "Notice of Award". Upon acceptance and authorization by the Board, please sign the "Notice of Award", retain one copy for your files and return two copies to our office. We will prepare the necessary contract documents for completion by the Contractor.

We appreciate the opportunity to be of assistance with this very important project. If you should have any questions, please do not hesitate to call me at (601)925-4444.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.


John Perry, P.E.
Project Engineer

PC: Richard Broome, P.E., City Engineer, w/enc.

CITY OF CLINTON
2002 SRF WATER IMPROVEMENTS
CONTRACT #2 - DISTRIBUTION SYSTEM IMPROVEMENTS
PAGE TWO

BOARD APPROVED

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	Greenbriar 1941 Highway 550 NW Brookhaven, MS 39601		Kevin Coleman Dozier P.O. Box 275 Wesson, MS 39191		Deviney Construction P.O. Box 6717 Jackson, MS 39282	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
*1	Clearing and Grubbing	1	LS	3,000.00	\$3,000.00	73,000.00	\$73,000.00	2,000.00	\$2,000.00
2	12" C-900 PVC (or DI Class 350) Waterline	3114	LF	23.00	\$71,622.00	21.60	\$67,262.40	25.36	\$78,971.04
3	16" C-905 PVD (or DI Class 250) Waterline	394	LF	37.45	\$14,755.30	28.54	\$11,244.76	35.42	\$13,955.48
4	Brighton Drive Open Cut to Include Saw Cut of Curb and Asphalt, Select Bedding and Backfill, and Compaction in Accordance With the Specifications	1	LS	3,500.00	\$3,500.00	1,600.00	\$1,600.00	2,000.00	\$2,000.00
*5	24" Steel Casing Bore and Jack	300	LF	190.00	\$57,000.00	128.00	\$38,400.00	221.27	\$66,381.00
6	12" Gate Valve to Include Valve Box and Stems and Operating Nuts	10	EA	1,050.00	\$10,500.00	1,525.00	\$15,250.00	2,446.00	\$24,460.00
7	Compact Ductile Iron Fittings	4051	LBS	4.00	\$16,204.00	3.70	\$14,988.70	3.25	\$13,165.75
8	16" Gate Valve to Include Valve Box and Stems and Operating Nuts	1	EA	4,500.00	\$4,500.00	5,025.50	\$5,025.50	4,958.00	\$4,958.00
9	Connection to Existing Waterline	6	EA	2,500.00	\$15,000.00	2,500.00	\$15,000.00	2,000.00	\$12,000.00
10	SCADA System	1	LS	255,200.00	\$255,200.00	210,000.00	\$210,000.00	283,000.00	\$283,000.00
11	Water Well Discharge Piping Modifications	1	LS	40,000.00	\$40,000.00	70,000.00	\$70,000.00	19,959.00	\$19,959.00
*12	Erosion Control	1	LS	5,000.00	\$5,000.00	3,200.00	\$3,200.00	5,000.00	\$5,000.00
TOTAL BASE BID AMOUNT					\$496,281.30		\$524,971.36		\$525,850.27
				(Corrected Math Error)					

THIS IS A CERTIFIED TABULATION OF BIDS FOR THE ABOVE REFERENCED PROJECT. BIDS WERE RECEIVED ON DECEMBER 6, 2002 AT 2:00 P.M. AND OPENED IMMEDIATELY THEREAFTER.

John A. Perry, P.E.
John A. Perry, P.E.



CITY OF CLINTON
2002 SRF WATER IMPROVEMENTS
CONTRACT #2 - DISTRIBUTION SYSTEM IMPROVEMENTS
PAGE ONE

BOARD APPROVED

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	Hemphill Construction P.O. Box 879 Florence, MS 39073		Delta Constructors P.O. Box 9545 Jackson, MS 39286		Jay Bearden Construction P.O. Box 180428 Richland, MS 39218		Thweatt Construction P.O. Box 238 Madison, MS 39130	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
*1	Clearing and Grubbing	1	LS	14,000.00	\$14,000.00	63,400.00	\$63,400.00	20,000.00	\$20,000.00	23,400.00	\$23,400.00
2	12" C-900 PVC (or DI Class 350) Waterline	3114	LF	25.00	\$77,850.00	13.00	\$40,482.00	15.26	\$47,519.64	15.81	\$49,232.34
3	16" C-905 PVD (or DI Class 250) Waterline	394	LF	40.00	\$15,760.00	21.00	\$8,274.00	32.25	\$12,706.50	28.60	\$11,268.40
4	Brighton Drive Open Cut to Include Saw Cut of Curb and Asphalt, Select Bedding and Backfill, and Compaction in Accordance With the Specifications	1	LS	775.00	\$775.00	3,600.00	\$3,600.00	1,000.00	\$1,000.00	3,250.00	\$3,250.00
*5	24" Steel Casing Bore and Jack	300	LF	156.00	\$46,800.00	145.00	\$43,500.00	147.20	\$44,160.00	149.00	\$44,700.00
6	12" Gate Valve to Include Valve Box and Stems and Operating Nuts	10	EA	950.00	\$9,500.00	870.00	\$8,700.00	1,422.28	\$14,222.80	1,322.00	\$13,220.00
7	Compact Ductile Iron Fittings	4051	LBS	3.80	\$15,393.80	2.25	\$9,114.75	4.00	\$16,204.00	3.40	\$13,773.40
8	16" Gate Valve to Include Valve Box and Stems and Operating Nuts	1	EA	3,620.00	\$3,620.00	2,900.00	\$2,900.00	4,025.50	\$4,025.50	4,000.00	\$4,000.00
9	Connection to Existing Waterline	6	EA	535.00	\$3,210.00	200.00	\$1,200.00	5.00	\$30.00	1,867.00	\$11,202.00
10	SCADA System	1	LS	210,000.00	\$210,000.00	210,000.00	\$210,000.00	262,500.00	\$262,500.00	234,150.00	\$234,150.00
11	Water Well Discharge Piping Modifications	1	LS	20,000.00	\$20,000.00	48,000.00	\$48,000.00	42,190.00	\$42,190.00	57,948.00	\$57,948.00
*12	Erosion Control	1	LS	1,700.00	\$1,700.00	800.00	\$800.00	3,000.00	\$3,000.00	1,800.00	\$1,800.00
TOTAL BASE BID AMOUNT					<u>\$418,608.80</u>		<u>\$439,970.75</u>		<u>\$467,558.44</u> (Corrected Math Error)		<u>\$467,944.14</u>

BOARD APPROVED

NOTICE OF AWARD

TO: Mr. Steve Rula

Hemphill Construction

Post Office Box 879

Florence, Mississippi 39073

DWI-H280088-01
Project Identification

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BID dated October 31, 2002, and Instructions for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$418,608.80.

You are required by the Instructions for BIDDERS to execute the Agreement and Furnish the required CONTRACTOR's Performance BOND, Payment BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date this Notice is delivered to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days for the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other right as may be granted by Law.

You are required to return an acknowledge copy of the NOTICE OF AWARD to the OWNER.

Date this _____ day of _____, 200__.

(Owner)

(Signature)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

_____ this the _____ day of _____,

200__.

(Contractor)

Signature

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 7, 2003

AGENDA ITEM NO. 13

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: Proposed New Public Works Facility

Introduced by: Mayor Aultman

BOARD ACTION: _____ MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	<u>X</u>	_____	_____
Hisaw	<u>X</u>	_____	_____
Greer	<u>X</u>	_____	_____
Brantley	_____	_____	_____
Fisher	_____	<u>X</u>	_____
Touchton	_____	<u>X</u>	_____
Lott	<u>X</u>	_____	_____
Mayor Aultman	<u>X</u>	_____	_____

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

at Fisher
Admin #2 Admin #1 Touchton
Lott NO
Touchton YES
Fisher YES
Brantley NO
Greer NO
Hisaw NO
Brabham NO
2Y
5N

Lott NO
Touchton YES
Fisher YES
Brantley NO
Greer NO
Hisaw NO
Brabham NO
2Y
5N

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 7, 2003

Agenda Item No. 12

Consent Agenda:	To:
For:	Account No.

Discussion/Action: Contract with Williford, Gearhart & Knight Inc. for hydraulic evaluation of Lindsey Creek

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: X _____

Recommendation:

Board Action:

Motion made by: Touchton

Seconded by: Lott

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.

PROFESSIONAL SERVICES AGREEMENT
by and between
CITY OF CLINTON, MISSISSIPPI
and
WILLIFORD, GEARHART & KNIGHT, INC.
for
**HYDRAULIC EVALUATION OF LINDSEY CREEK – NORTH AND EAST OF
RAILROAD**

This is an Agreement made this the 10th day of January, 2003, by and between the City of Clinton, Mississippi, 300 Jefferson Street, Clinton, Mississippi 39056 (Owner) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39060 (Engineer).

The Owner hereby employs the Engineer to perform certain professional engineering services as defined herein, to serve as the Owner's professional representative on the services authorized herein and to provide professional engineering consultation as may be required. The Engineer agrees to provide the professional services authorized by the Owner, and the Owner agrees to compensate the Engineer for the professional services rendered.

The Owner and Engineer further agree that the purpose of this Agreement is to authorize certain professional engineering services in accordance with the scope of work attached hereto. In addition, the Owner and Engineer also agree that this Agreement is to authorize any additional professional services beyond the scope of work attached hereto, as may be directed in writing by the Owner. Finally, the Owner and Engineer hereby agree to the following provisions:

SECTION 1 - ENGINEER'S RESPONSIBILITIES

- 1.1 The Engineer shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the Owner;
- 1.2 The Engineer shall consult with the Owner to establish the Owner's requirements for the professional services identified by the Owner;
- 1.3 The Engineer shall advise the Owner regarding the need for the Owner to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the Owner, and to assist the Owner in securing such special services;
- 1.4 Phase I – Planning and Preliminary Design - The Engineer shall furnish the professional services required by the Owner for the preparation of the planning and preliminary design elements outlined in the attached letter scope of work. In general, the Engineer will perform preliminary hydrologic and hydraulic analysis of

the drainage basin(s) within the reach of Lindsey Creek previously described. The Engineer will perform the fieldwork necessary to generate data to be used in the analyses described and shall use appropriate computer programs to analyze existing and potential improvements and their effects on the drainage channel in question. A report summarizing the findings of this investigation will be provided and shall include preliminary recommendations and construction cost estimates regarding potential drainage improvements.

- 1.5 Phase II – Final Design and Construction Administration – The services for Phase II, Final Design and Construction Administration, for recommended drainage improvements shall be further defined upon completion of the Phase I work effort.
- 1.6 The Engineer shall provide the professional services for Phase I relative to this Agreement in accordance with the letter scope of work attached hereto, which shall be and become a part of this Agreement.
- 1.7 The Owner and Engineer shall prepare, upon completion of the Phase I work effort, a detailed Scope of Work outlining the services to be provided under Phase II, Final Design and Construction Administration. The Engineer shall provide the professional services for this phase based on the Phase II Scope of Work, which shall also be and become a part of this Agreement.

SECTION 2 - OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide the necessary support and assistance in a timely manner so as not to delay the services of the Engineer;
- 2.2 The Owner shall provide all criteria and full information as to Owner's requirements for the professional services required, and designate in writing a contact person;
- 2.3 The Owner shall arrange for access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services hereunder;
- 2.4 The Owner shall bear all costs incident to compliance with the requirements of this Section.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The professional services authorized by this Agreement shall be performed in accordance with this Agreement during calendar year 2003;
- 3.2 Any professional services performed after calendar year 2003 shall be provided in accordance with an amendment to this Agreement setting forth such new

conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the Owner and Engineer; and

- 3.3 The professional services for the work authorized by this Agreement shall be considered complete upon the acceptance of the work product by Owner and pertinent regulatory authorities.

SECTION 4 - COMPENSATION TO THE ENGINEER

- 4.1 The Engineer shall provide the professional services defined by the Phase I letter scope of work attached hereto on a lump sum basis with a cost of \$28,900, plus reimbursables. Reimbursables such as printing will be billed at cost and mileage will be billed at \$0.30 per mile.
- 4.2 The Engineer shall provide the professional services for Phase II, Final Design and Construction Administration, based on a negotiated lump sum cost. The lump sum cost shall be derived based upon the Phase II Scope of Work for Final Design and Construction Administration.
- 4.3 The Engineer shall provide additional professional services as may be authorized by the Owner in writing, prior to the work being performed, on an hourly basis in accordance with the standard hourly billing rates of the Engineer, a copy of which is attached hereto for calendar year 2003;
- 4.4 The Engineer shall notify the Owner of standard hourly billing rates that shall apply to any additional professional services rendered under this Agreement no less than annually after calendar year 2003, if the services authorized herein extend beyond the end of the calendar year;
- 4.5 The Owner shall compensate the Engineer for the professional services authorized by this Agreement in accordance with the lump sum and/or specified hourly rates;
- 4.6 The Engineer shall submit monthly invoices for the professional services rendered in based on a percentage of the work/lump sum fee completed;
- 4.7 The Owner shall make prompt monthly payments to the Engineer for the services rendered;
- 4.8 The Engineer's hourly rates are provided on the basis of prompt payment by the Owner of invoices rendered, and continuous progress on the work by the Engineer until submission of the work product; and

- 4.9 If the Owner fails to make any payment due the Engineer for services and expenses within forty-five days after receipt of Engineer's statement therefore, the amounts due Engineer will be increased at the rate of 1% per month from said forty-fifth day, and in addition, Engineer may, after giving seven day's written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and charges.

SECTION 5 - COST CONTROL

- 5.1 The Owner's budgetary requirements and considerations with respect to the work effort shall be established by mutual agreement between the Owner and Engineer; and
- 5.2 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by Engineer hereunder will be made on the basis of Engineer's experience and qualifications, and represent Engineer's best judgment as an experienced and qualified design professional. It is recognized, however, the Engineer does not have control over the cost of labor, material, equipment, or services furnished by others, or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the work authorized herein must of necessity be speculative until completion of its detailed design. Accordingly, Engineer does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Engineer to Owner hereunder.

SECTION 6 - GENERAL CONSIDERATIONS

- 6.1 All documents prepared or furnished by Engineer, and Engineer's independent professional associates and consultant, pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein. The Owner may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by the Owner or others. Any reuse without written verification of adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates and consultants, from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification of adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer;

PROFESSIONAL SERVICES AGREEMENT

CITY OF CLINTON, MISSISSIPPI - WGK

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- 6.2 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, Engineer will be paid for all professional services rendered and for all reimbursable expenses incurred to the date of termination and, in addition, all professional and reimbursable expenses directly attributable to termination;
- 6.3 Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer, and to the extent permitted by paragraph 6.4, the assigns of Owner and Engineer, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement;
- 6.4 Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants an Engineer may deem appropriate to assist in the performance of services hereunder;
- 6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer, and not for the benefit of any other party;
- 6.6 This Agreement together with such amendments which shall be added from time to time constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

PROFESSIONAL SERVICES AGREEMENT
CITY OF CLINTON, MISSISSIPPI - WGK
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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

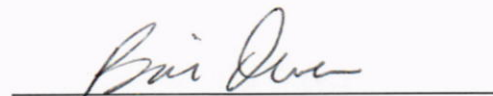
City of Clinton, Mississippi



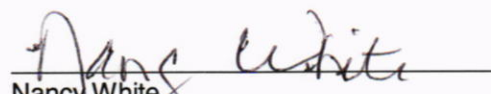
ATTEST:



WILLIFORD, GEARHART & KNIGHT, INC.


Bill Owen, P. E.
Principal

ATTEST:


Nancy White
Business Manager

WILLIFORD, GEARHART & KNIGHT, INC.
Standard Hourly Billing Rates
Calendar 2003

Principal	115
Project Engineer	95
Engineer	80
Engineering Assistant	70
Surveyor	70
Surveying Assistant	60
Designer	60
Technician	50
Computer Aided Design (CAD)	15
Clerical	30
Construction Review	65
Survey Party (Two men)	85
Survey Party (Three men)	105
Survey Party (Four men)	125
GPS	25



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

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

December 2, 2002

Richard Broome, P.E.
City Engineer
City Of Clinton
P.O. Box 156
Clinton, MS 39060

Re: City of Clinton
Lindsey Creek Drainage Study
WGK #02-283

Dear Richard:

Based on the need to provide for ongoing comprehensive planning and prudent engineering design, it is our understanding that the City desires to study drainage areas within the City that were not studied during the previous FEMA floodplain studies. One of these areas is located along Lindsey Creek, north of the existing railroad crossing extending through the Kentwood Subdivision. Although a portion of the drainage basin has already been developed, the recently completed Clinton Parkway and developable property north of Northside Drive will likely have a great impact within the confines of this "non-studied" section of Lindsey Creek. The impact that the anticipated commercial development along and north of the Clinton Parkway will have on existing drainage patterns is a major concern for the developers, the municipality and other governmental agencies as well. Based on the future regulations to be imposed on the City of Clinton regarding storm water quantity and quality, it is likely in the City's best interest to approach this area of major development proactively, thereby dictating and providing potential developers with guidelines and/or restrictions as to what improvements are to be made. With this in mind we have briefly reviewed the existing conditions and data and offer the following as a proposed scope of work outlining the engineering and surveying services required to assist the City in ascertaining the existing and potential future drainage conditions of the Lindsey Creek drainage areas, from its uppermost point to points just south of the existing railroad crossing. The area to be studied is comprised of approximately 550 acres of mixed-used zoned developments, located within the City Limits of Clinton. The work to be performed will include the following:

1. **Review and Calibration of Existing Federal Emergency Management Agency (FEMA) Flood Model** We will request the referenced model data from the FEMA for use in modeling the existing drainage system to the end of the previous detailed study. Additional floodplain cross sections will be surveyed, including all of the roadway crossings and drainage structures. Additional hydrologic analyses will be made of the existing conditions of the areas upstream of the Limits of the Detailed Study to establish design flows for use in the water surface profile model. This information, along with the review of "as built/record drawing" plans will be input into hydraulic modeling software to

assist in calibrating the model to the flows previously calculated in the original FEMA flood study. This updated model will be the basis for future analysis.

2. **Review of Proposed Developments within the Drainage Basin** We will assist the City in meeting, if required, with the existing landowners of the major existing un-developed properties to develop a consensus as to anticipated development characteristics (i.e. commercial, professional, retail, etc.). From this, anticipated schematic drainage characteristics of the remaining developable properties can be derived and thus used in further modeling of the drainage system(s).
3. **Modeling of Existing and Future Conditions** The consultant will develop a new hydraulic model that incorporates the findings of the previously discussed tasks. From this updated modeling information determinations and schematic recommendations can be made regarding 1) Possible/Additional Drainage Improvements; 2) Possible Regional/Municipal Storm Water Detention/Retention Facilities; 3) Potential revisions to the existing FEMA Flood Insurance Rate Map(s).

Based on previous studies of similar nature, the work outlined in Items 1, 2 & 3 will include:

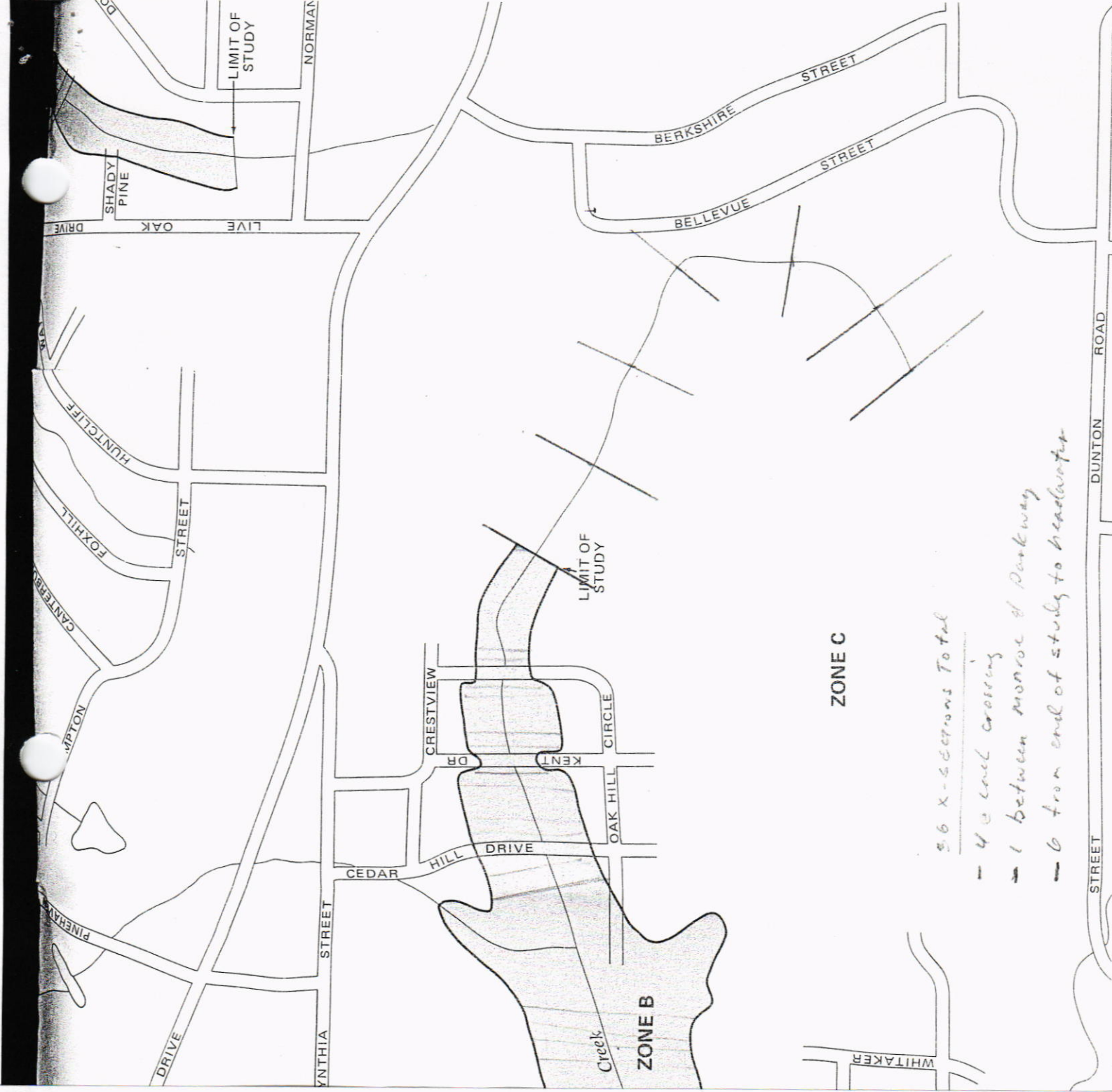
- 1) Approximately 40 floodplain cross sections (Starting at the headwaters just west of Bellevue Street to the railroad crossing)
- 2) A preliminary hydrologic analysis of the areas previously outside of the detailed study area
- 3) A preliminary hydraulic analysis of the existing conditions
- 4) A preliminary hydraulic analysis of anticipated future conditions
- 5) A report summarizing the findings of the study, including preliminary recommendations regarding potential drainage improvements

Based on the above scope of work and our understanding of the City's desires, we propose to accomplish the work for a lump sum cost of \$28,900. As always, we appreciate this opportunity to be of service to the City and should you have any questions feel free to call Greg or me.

Sincerely,
WILLIFORD, GEARHART & KNIGHT, INC.



Bill Owen, P.E.
Principal



ZONE C

ZONE B

- 56 x-sections Total
- 40 level crossing
 - 1 between motorist & Parkway
 - 6 from end of study to headwater



A=1.79 acres