

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 6, 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 Lott followed by the Pledge of Allegiance to the Flag led by Alderman Brabham.

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-Z

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

AWARD OF BID FOR TRUCK MOUNTED JET RODDER

Upon recommendation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Fisher to approve the bid submitted by Covington Sales & Equipment, Denham Springs, La as being the lowest and best bid meeting all specifications in the amount of \$76,026.00. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PROPOSAL FOR STRATEGIC PLANNING ASSISTANCE FOR CITY OF CLINTON

Upon recommendation by Jim Powell, Economic Developer, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Brantley to approve Dr. David R. Kolzow of Kolzow & Associates to provide Strategic Planning Assistance Program for the City of Clinton. A copy of the plan is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION NAMING AUTHORIZED REPRESENTATIVE AND AUTHORIZING SUBMITTAL OF LOAN APPLICATION FOR SEWER PROJECT FUNDS

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brantley to approve a Resolution naming Mayor Aultman as the authorized representative and authorizing submittal of loan application for sewer project funds in the amount of \$3,867,182. A copy of the Resolution and loan application is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF JH&H ARCHITECTS FINAL DESIGN AGREEMENT FOR PUBLIC WORKS FACILITY

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve JH&H Architects Final Design Agreement for Public Works Facility in the estimated amount of \$170,000. A copy of the agreement is attached. Alderman Hisaw left the meeting prior to action on this matter, at 7:15 p.m. and returned at 7:19 p.m. **MOTION CARRIED WITH 4-2 VOTE WITH ALDERMAN FISHER AND ALDERMAN TOUCHTON VOTING "NO"**

APPROVAL OF TIM ROGERS AS APPLICANT AGENT FOR THE CITY OF CLINTON DISASTER RELIEF

Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Lott to approve Tim Rogers, Public Works Director, as applicant agent for the City of Clinton Disaster Relief. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION APPOINTING EMILY COOK AS CLINTON'S MISS HOSPITALITY

Recommendation and **MOTION** made by Alderman Brantley **SECONDED** by Alderman Lott to approval a Resolution appointing Emily Cook as Clinton's Miss Hospitality. A copy of the Resolution is attached. **MOTION CARRIED 6 - 1 WITH ALDERMAN FISHER VOTING "NO"**

APPROVAL DOMESTIC PREPAREDNESS COOPERATIVE AGREEMENT WITH MEMA AND THE APPOINTMENT OF DARREL MCQUIRTER AS POINT OF CONTACT

Upon recommendation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve the Domestic Preparedness Cooperative Agreement with MEMA and the appointment of Darrel McQuirter as point of contact for MEMA. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

EXECUTIVE SESSION

MOTION made by Alderman Brabham and **SECONDED** by Alderman Brantley to consider entering executive session to discuss legal matters. **MOTION CARRIED UNANIMOUSLY**

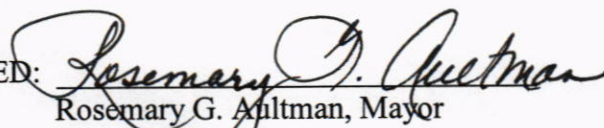
MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw at 7:30 p.m. to enter executive session for the stated matter. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to exit executive session at 8:30 p.m. **MOTION CARRIED UNANIMOUSLY**

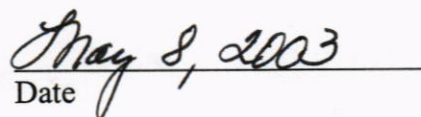
ADJOURN 8:30 P.M.

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

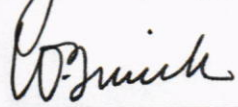
APPROVED:


Rosemary G. Aultman, Mayor

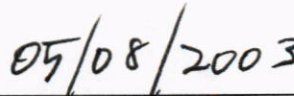
Date



ATTEST:


Wayne Derrick, City Clerk

Date



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

MAY 06 2003

BOARD MEETING DATE: May 6, 2003

AGENDA ITEM NO. 7

CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR: discussion/action of Bids for Truck Mounted Jet Rodder

ACCT. NO. 400-650-591-1

INTRODUCED BY: Tim Rogers, Director of Public Works
924-2239

TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other : bids

RECOMMENDATION:

*Presented by Tim Rogers - Recommended by Tim as
Lowest & best bid awarded to
Cormiston Sales & Equipment, Denham Springs,
LA*

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Fisher

*in amount of
\$76,026.00*

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.

BOARD APPROVED

MAY 06 2003

CITY OF CLINTON

City of Clinton
Public Works Department
Bid Opening April 10, 2003

Truck mounted jet rodder

Atlantic	Comington	Shuck Equipment		
# 7834TM/40	# 7834/550	# 7471-2000		
\$ 81,775.00	\$ 76,026.00	\$ 79,329.00		
		# 7471-FR2000		
		\$ 86,208.00		

Office of City Clerk

Public Works Director

David Boyer

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 6, 2003

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

MAY 06 2003

CITY OF CLINTON

ACCT. NO.

DISCUSSION/ACTION:

Proposal for Strategic Planning Assistance for City of Clinton

INTRODUCED BY: Jim Powell, Economic Developer

TELEPHONE: 924-3374

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Lott

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

BOARD APPROVED

MAY 06 2003

**PROPOSAL
FOR STRATEGIC PLANNING ASSISTANCE
FOR CLINTON, MISSISSIPPI**

**Proposed by:
Dr. David R. Kolzow
KOLZOW & ASSOCIATES
112 Crystal Creek
Hattiesburg, MS 39402**

April 2003

MAY 06 2003

**COMMUNITY DEVELOPMENT STRATEGIC PLANNING
ASSISTANCE FOR THE CITY OF CLINTON, MISSISSIPPI**

SECTION I -- STATEMENT OF THE SITUATION

This proposal responds to the request of the Mayor's Office of the City of Clinton for consulting assistance in the development of a strategic community development plan for Clinton. As we understand your request for assistance, the emphasis of this plan will be a more effective community development program that will lead to an improved quality of life and business environment.

In our understanding of the needs and desires of local government, it is clear that the City of Clinton is interested in a practical and readily implementable approach to its community development situation. The uniqueness of the community, the complexity and rapid change of socio-economic trends, and the need to establish a healthier and more sustainable quality environment should be incorporated into an effective plan for the future..

As my resume demonstrates, I have been involved in strategic planning for community development for the past 25 years. I recently completed a strategic plan for Madison County MS and for Terrebonne Parish LA, and I am in the middle of strategic plans for LaSalle Parish and St. Tammany Parish LA. In Mississippi, I have also completed strategic plans for the City of Pascagoula, Harrison County, Monroe County, Copiah County (in progress), and Jefferson Davis County. Finally, approximately eight years ago I conducted a strategic planning workshop for the Clinton community.

Many communities like yours have recognized that the community development process can benefit from the input of an outside strategic planning professional. Dr. David Kolzow can provide the full range of services required by the City of Clinton, providing:

- An objective and experienced assessment of the growth potential and competitive environment of your community;
- Knowledge of current national, state and regional socio-economic trends, and the implication of these trends for your community development efforts;
- Wide-ranging experience and a national perspective for formulating and implementing a successful community development program; and,
- The objectivity, experienced judgment, and impartiality necessary to facilitate the development process.

It has been my experience that there is no one way to do strategic planning for community development. Every project in which I have been involved has been unique in terms of the nature of the process and the level of our involvement. Therefore, this proposal is tailored to your specific needs and desires as I understand them. I can modify this proposed approach as necessary to more adequately address those needs and desires

as they become more clearly identified in our initial meeting or prior to beginning this consulting assignment.

SECTION II -- SCOPE OF SERVICES

This consulting approach is organized into the following two phases:

- | | | |
|----------|----|--|
| Phase I | -- | Assessment of the City's Strengths and Weaknesses |
| Phase II | -- | Development of a Strategic Community Development Plan for the City |

PHASE I -- ASSESSMENT OF THE CITY'S DEVELOPMENT CLIMATE (S.W.O.T. ANALYSIS)

Task 1 -- Review Existing Information on Clinton

An initial step of our assessment process is the collection of relevant information on the City that will be an important input into the planning process. The Consulting Team is interested in building on what has been done before, obtaining information from local sources as available, or acquiring any additional research already conducted. We will depend on the Mayor's office for the information, data, and relevant past studies regarding your community.

Task 2 -- Analysis of Assets/Strengths and Liabilities/Weaknesses

We will analyze Clinton' strengths and weaknesses with respect to its quality of life, government operations, and business environment. We will approach this assessment objectively, critically analyzing Clinton in terms of *key* criteria related to a healthy and sustainable quality community. The *key assets and liabilities* of the community will be identified from a community development perspective.

The end result of Phase II of our work will be a brief written report summarizing our findings and conclusions with respect to the community development situation of Clinton. This report will contain our assessment of local strengths and weaknesses. We will present the City with a preliminary draft of this report for review. Subsequent to this review, we will incorporate any necessary changes and modifications, and a final report together with an executive summary will be prepared and presented. We will also provide an electronic version of the report.

PHASE II -- DEVELOPMENT OF A STRATEGIC COMMUNITY DEVELOPMENT PLAN FOR CLINTON

Using the information obtained in Phase I, we will work with the City to develop a three to five year strategic plan to guide the development efforts of Clinton so that the community can resolve current development problems and respond more effectively to future development opportunities.

Strategic planning is the most cost-effective approach to addressing the long-term problems and opportunities of the City. Strategic planning enables the government agencies and organizations in this community to allocate their limited resources in the most effective manner, to establish clear priorities of action, and to build a consensus among its leadership with respect to the direction of the development activity. Strategic planning is not about maintenance or running existing programs more efficiently. It is about making a "significant" difference on the future of the community. The goals and strategic actions developed within the strategic planning process should provide the various government agencies and organizations with a better way of "doing business" to meet the challenges of the new millennium.

The key to successful strategic planning for a City-wide effort is the effective involvement of the leadership of both the public and private sectors. Although the local government agencies bear most of the responsibility for the implementation of the plan, the support and active participation of key local leaders and the business community is critical to achieving sustained development activity at desired levels.

Unfortunately, not everything done under the name of strategic planning is indeed strategic planning. As a result, it is easy for a community to spend considerable effort in various "planning" activities only to be disappointed in the lack of results. For that reason, it is important that the strategic planning effort be carefully conceived and designed so that it is a successful process that will enable you to meet your specific needs.

Task 1 -- Planning of a One-Day Strategic Planning Workshop

We will develop the format and approach of a proposed strategic planning workshop for the public and private leadership of Clinton, which will then be submitted to the Mayor's office for approval. This workshop tentatively includes the following elements:

- A review of the past and current development planning efforts of the City.
- A presentation on critical national and regional community development trends and their likely impact on the City.

- ❑ A "visioning" exercise in small groups, facilitated by Dr. David Kolzow and trained facilitators.
- ❑ An identification and prioritization of key local development issues (needs, problems, concerns, opportunities) in small groups.
- ❑ A discussion of how the strategic planning process will proceed subsequent to the workshop.

We will work with the local contact person to plan the operational details for this workshop, including its location, the materials required, the setup, mailing of invitations, etc. It will be important to send letters of invitation to identified leaders at least four weeks prior to the workshop. A response should be requested, and telephone follow-ups made as needed to ensure attendance.

Local small group facilitators will also need to be identified. The trained facilitators will consist of local individuals who are able to work in a small group environment but are not considered to be key leaders. The Mississippi Development Authority and Entergy have been excellent sources of these facilitators in recent workshops, College and City staff would also be likely candidates.

Task 2 -- Facilitating the Strategic Planning Workshop for City Leaders

The strategic planning workshop is tentatively planned for June 10th. Dr. David Kolzow will serve as coordinator and facilitator of this workshop for local leaders. This will include the following activities:

Day One (June 9)

- Meet with local community development staff to finalize the approach for the workshop.
- Work with the local planning coordinator to take care of the operational details of the workshop.
- Training the small group facilitators.

If the workshop is held on the afternoon of June 10th from 1:00 to 5:30 instead of for the whole day, the training of facilitators could take place on the morning of the workshop.

Day Two (June 10)

- Facilitate the workshop, which includes:
 - reviewing past planning efforts
 - presenting community development trends and their likely impact on the City.
 - Sharing the results of the assessment of the community
 - introducing the visioning exercise and assisting the small group facilitators,
 - wrapping up the visioning exercise,
 - introducing the identification and prioritization of development issues and assisting the small group facilitators,
 - wrapping up the prioritization of issues, and,
 - leading the discussion on the strategic planning process that will proceed from this workshop.

This workshop can either be scheduled to run from 9:00am to 3:30pm with a luncheon provided, or it can run from 1:00pm to 5:30pm. The primary goal of this workshop will be to work toward **consensus** among the leadership as to the directions that the City can and should pursue into the future.

These small group facilitators will be trained by Dr. Kolzow the afternoon or evening of the day prior to the workshop or on that morning in a 1 ½ hour session. They will be present at the workshop to lead the small groups.

Task 3 -- Workshop Follow-up

Within two weeks, we will provide a written summary of the workshop proceedings, including the vision statement, to be mailed to selected leaders for their review and possible comment.

Task 4 -- Preparation of the Initial Strategic Plan

Based on all the information sources stated previously, we will prepare an initial draft of the strategic plan for the development of Clinton. This document will contain:

- the situational audit (assessment of the development potential of the City);
- the vision statement for Clinton;
- a series of goals related to key development issues that are to be addressed by the various development-related City departments and organizations as appropriate.

This document will be submitted to the Clinton Strategic Planning Steering Committee for review.

Task 5 -- Initial Formulation of the Action Plan

Upon completion of the vision statement and the establishing of the development priorities, we will begin the process of formulating strategies to address these development issues. This will be accomplished by Dr. Kolzow based on "best practices" of other communities, previous consulting experience, and research related to the development issues. The purpose will be to determine as specifically as possible answers to the following questions:

- What needs to be done to address the issues/problems/opportunities?
- What additional information do we need to understand the problem and its solutions?

It is in this context that we are likely to address such issues as:

- How to improve the effectiveness of local community development programs;
- How to improve the attractiveness and quality of life of the City;
- How to improve the organizational approach to local community development.

It is anticipated that a number of these strategic actions will be modifications of existing programs or actions within the current work programs of local government agencies, the community development organizations, or other agencies. However, it should be emphasized that strategic planning transcends the maintenance issues of local government. Basic services must continue to be provided regardless of the priorities of the planning process.

The initial draft of the plan will be submitted to the Clinton Strategic Planning Steering Committee for review.

Task 6 -- Completion of the Strategic Plan

Our job as consultant is to facilitate the formulation of an effective strategic development program. The final product must reflect the needs and desires of the key community leadership and the officials and staff of the organizations and agencies affected, or it is not likely to be successfully implemented.

Upon completion of the draft of the action plan, we will meet with the Clinton Strategic Planning Steering Committee. We will move through a discussion of each goal and associated strategic actions. The purpose of this meeting is to agree on the nature and content of the final plan. We will also determine assignments of responsibility for each strategic action.

Upon completion of this review and any modification necessary, we will prepare a second draft of the overall strategic plan. This final product of this phase of this consulting assignment will be a written strategic plan for a three- to five-year timeframe that contains:

- An executive summary of the plan
- The SWOT analysis of the City.
- A vision statement for the City's future.
- A series of goals reflecting the development priorities of local leadership.
- A series of strategic actions directed at the achievement of each of the stated goals.
- A set of measurable outcomes for each goal that will facilitate future evaluation and adjustment of the performance of the plan.
- A recommended organization approach to accomplishing the community development goals and strategies.

This strategic plan will be structured in a highly practical manner to facilitate its implementation, with an emphasis on a task-oriented approach. Also included will be recommendations regarding organizational and administrative issues related to the implementation of the program as outlined. Assignments of organizational responsibility with respect to each strategic action will be clearly defined, with the ultimate intent of achieving a well-coordinated effort among the various players in the City's development.

A procedure for evaluating and modifying the community strategic plan will also be included, which will incorporate a periodic review by key community leaders to monitor and assist in adjusting the various strategic actions being undertaken. Specific performance criteria will be established that relate directly to the successful implementation of the strategic actions.

The overall strategic plan is likely to be less than 50 pages in length. We view the strategic plan as a flexible working document rather than a product cast in concrete. If it is to be effective, it should be easily read and used. This draft plan should be printed in enough quantity to provide to a number of government officials, City leaders, and interested citizens. The Executive Summary of the plan can be used for wider distribution. We will submit five printed copies of the plan and an electronic copy in Microsoft Word.

COST FOR CONSULTING SERVICES

Our fee for the satisfactory completion of the strategic plan is \$10,000, which includes all of our fee and expenses. We require a retainer of \$2,500 with the notice to proceed followed by a series of 3 equal monthly payments of \$2,500 each for the balance of professional services.

To authorize Kolzow & Associates to proceed with this strategic planning assignment, please sign one copy of this proposal and return it to Dr. David Kolzow along with a check for \$2,500.

KOLZOW & ASSOCIATES

David R. Kolzow
(Name)

President
(Title)

4/11/03
(Date)

CITY OF CLINTON

Rosemary D. Quetman
(Name)

Mayor
(Title)

May 8, 2003
(Date)

PREVIOUS CONSULTING ASSIGNMENTS

Dr. Kolzow, has been involved in the following consulting assignments in the field of strategic planning in economic and community development:

- ❑ **Madison County, Mississippi** -- a strategic plan for the economic development of the County as it prepares for the opening of the new Nissan plant and its suppliers.
- ❑ **Terrebone Parish, Louisiana** -- a SWOT analysis, target industry study, and strategic plan for the economic development of this Parish.
- ❑ **Spokane, Washington** -- a strategic plan for the economic development of the greater Spokane metropolitan area.
- ❑ **Monroe County, Mississippi** -- a strategic plan for economic development for the Monroe County Chamber of Commerce. Underway.
- ❑ **Beauregard Parish, Louisiana** -- a strategic planning workshop for the leadership of Beauregard Parish. Completed in April 2000.
- ❑ **Asheville, North Carolina** -- a strategic plan for economic development, a target industry analysis, and an assessment of the City. Completed in November 1999.
- ❑ **State of North Dakota** -- developed a state-wide strategic planning process now being implemented, conducted a series of leadership workshops across the state, and assisted the Department of Economic Development & Finance in their organizational strategic planning. Completed in February 1999.
- ❑ **Morrilton, Arkansas** -- a strategic planning workshop for the leadership of the Morrilton area. Completed in October 1998.
- ❑ **Walnut Ridge, Arkansas** -- a strategic planning workshop for the leadership of Lawrence County. Completed in July 1998.
- ❑ **Centralia, Illinois** -- a strategic planning process for economic development. Completed in October 1997.
- ❑ **Jefferson County, New York** -- an assessment of the county's competitive position, an identification of target industries, a leadership workshop, and a formulation of a strategic marketing plan. Completed in October 1996.

- ❑ **Fargo-Moorhead Area** -- an assessment of the area's competitive position, an identification of target industries, and a formulation of strategic marketing plan. Completed in September 1996.
- ❑ **Lee County, Florida** -- an assessment of the county's competitive position, an identification of target industries, and a formulation of a strategic marketing plan. Completed in December 1994.
- ❑ **Florida's Magnetic North** -- facilitated a two-day strategic planning workshop for nine rural counties of northern Florida, resulting in a new regional marketing organization. June 1994.
- ❑ **Harrison County Development Commission** -- an assessment of the county's competitive position, an identification of target industries and contacts, and a formulation of a strategic marketing plan. Completed in May 1994.
- ❑ **Moreno Valley, California** -- involvement in a strategic planning process for Moreno Valley, and an identification of target industries. Completed in November 1989.
- ❑ **Tulare County, California** -- an assessment of the locational strengths and weaknesses of Tulare County, a strategic plan with recommendations for addressing the weaknesses, and the identification of target industries by SIC and by firm. Completed in May 1989.
- ❑ **Garland Economic Development Department** -- an assessment of the locational strengths and weaknesses of Garland TX, an identification of target industries, and assistance in the formulation of a targeted marketing program. Completed in Spring 1989.
- ❑ **The Dallas Partnership** -- an assessment of the locational strengths and weaknesses of the Dallas metropolitan area, and an identification of target industries for The Dallas Partnership's marketing program. Completed in September 1988.
- ❑ **Golden Corridor Council** -- assistance in the formulation of a strategic marketing program and the development of a quality brochure highlighting the locational advantages of the Northwest suburbs of the Chicago metropolitan area. Completed in November 1987. \$40,000.
- ❑ **Forward Wisconsin** -- served as marketing consultant to Forward Wisconsin, the marketing arm of the State of Wisconsin, and assisted in target industry identification and the formulation of a strategic marketing program. Completed in November 1986.

RESUME

NAME: David R. Kolzow

TITLE: President, Kolzow & Associates

PROFESSIONAL EXPERIENCE: Chair at USM.since August 1999
Principal with Lockwood Greene Consulting 1997-1999
Manager of Economic Development for Fluor Daniel 1995-1997.
President of Kolzow & Associates from 1985 to 1995.
Vice President, Greater Tucson Economic Council 1990-1991
Manager in the Real Estate Group of Laventhol & Horwath, 1984.
Vice President of Development Advisory Services at The Fantus Company, 1974-1980/1981-1984.
Assistant Vice President at the Real Estate Research Corporation, 1980-1981.
Assistant Professor of Geography at Northeastern Illinois University, 1971-1974
Instructor of Geography at DePaul University, 1973-1974.
Teacher of Geography at Luther High School North in Chicago, Illinois, 1959-1967.

Faculty member of the Economic Development Institute in Norman OK, San Diego CA, and Indianapolis IN since 1985.

Faculty member of Basic Economic Development Courses in North Carolina, Arizona, Illinois, Mississippi, and Alabama.

EDUCATION: Ph.D. in Geography, Southern Illinois University (Carbondale, Illinois)
M.S. in Geography, Northern Illinois University (DeKalb, Illinois)
B.S. in Education and Geography, Concordia Teachers College (River Forest, Illinois)

PROFESSIONAL MEMBERSHIPS: National Council for Urban Economic Development
American Economic Development Council
Southern Economic Development Council

**SPECIALIZED
SKILLS:**

Organizational Consulting
Strategic Planning
Corporate Site Selection
Training
Target Industry Identification
Industrial Marketing Programs
Real Estate Market Analysis
Land Use Planning

PUBLICATIONS: "A Perspective on Strategic Planning: What's Your Vision?"
Economic Development Review, recent issue.

"The Digital Economy on the Move," U.S. Sites & Development,
May 1999.

"Size, Structure, Strategy, Specialization, and Selection: What
Impact Will this Decade's Corporate Trends Have on Site
Selection?" U.S. Sites & Development, November 1998.

"What Are the Pros and Cons of Moving Your Corporation to
Rural America," Business Facilities, June 1998.

"Smooth Sailing with Your Board of Directors," Economic
Development Review, Summer 1995.

"Public/Private Partnerships: The Economic Development
Organization of the 90s," Economic Development Review, Winter
1994.

Strategic Planning for Economic Development, a book first
published by the American Economic Development Council, July
1988. A complete revision was published by IEDC in late 1998.

"Communication & Leadership: the Key to Successful Economic
Development," Economic Development Review, Winter 1990.

Leadership: An Essential for Dynamic Economic Development, a
monograph published by the Southern Industrial Development
Council, November 1990 and revised for publication in Spring
2003.

"Monitoring & Evaluating Performance in the Economic
Development Program," Economic Development Review,
Summer, 1987. Included in Local Economic Development:
Strategies for a Changing Economy, edited by R. Scott Fosler and
published by the International City Managers Association in 1991.

0832

GENERAL
FUNDSTATE OF MISSISSIPPI
CITY OF CLINTON, Mayor and Board of Aldermen

\$ 2,500.00

MAY 16

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Pay KOLZOW AND ASSOCIATES

, or Order

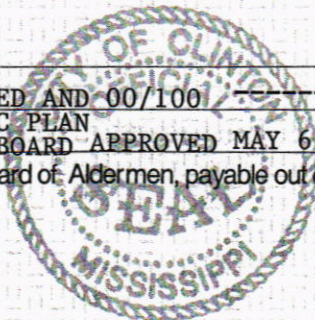
the sum of TWO THOUSAND FIVE HUNDRED AND 00/100

DOLLARS

On account of RETAINER FOR STRATEGIC PLAN

FOR CITY OF CLINTON BOARD APPROVED MAY 6, 2003 as per Minute Book AA Page

being the amount allowed by the Mayor and Board of Aldermen, payable out of the GENERAL FUND and for which this shall be your warrant.

BANKPLUS
CLINTON, MISSISSIPPI

County of Clinton, Mayor

Countersigned:

W. J. French

, Clerk

⑈000832⑈ ⑈084202264⑈ 452 011 1180⑈

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET **MAY 06 2003**

Board Meeting Date: May 6, 2003

Agenda Item No. 9

CITY OF CLINTON

Consent Agenda: \$

To:

For:

*

Account No.

Discussion/Action: Resolution naming authorized representative and authorizing submittal of the loan application for sewer project funds.

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: X

Contract: _____

*Presented & recommended by City Engineer
Richard Broome*

Recommendation:

Board Action:

Motion made by: Greer

Seconded by: Brantley

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

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

MAY 06 2003

CITY OF CLINTON

FINANCIAL CAPABILITY SUMMARY

Loan Recipient City of Clinton, MS

Date Rev. March 2003

Project Description Sewer Collection System Rehabilitation and Public Works Complex

The following figures are total estimated costs for construction (includes construction related costs) and operation and maintenance of the proposed facilities. Amounts must agree with the facilities plan. See WPCRLF Reg. Appendix A for allowable cost information.

1. Estimated Construction Costs

Planning Phase Services	<u>\$100,000</u>
Design Phase Services	<u>\$167,066</u>
Land Acquisitions	<u>\$</u>
Treatment Plant	<u>\$</u>
Interceptor Sewers	<u>\$</u>
Collector Sewers	<u>\$2,000,000</u>
Construction Phase Services	<u>\$269,322</u>
Construction Contingency	<u>\$302,799</u>
Other (<u>Public Works Complex</u>)	<u>\$1,027,995</u>
TOTAL	<u>\$3,867,182</u>

2. Funding Sources

WPCRLF Loan	<u>\$3,867,182</u>
Other Loans/Bonds ()	<u>\$</u>
CDBG Grant	<u>\$</u>
Other Grant ()	<u>\$</u>
Other ()	<u>\$</u>
TOTAL (must equal 1 TOTAL)	<u>\$3,867,182</u>

3. New Debt Retirement

Financing Method	Amount	Rate	Interest Maturity	Term of Annual Debt Payment
WPCRLF Loan	<u>\$3,867,182</u>		<u>%1.75</u>	<u>20 yrs \$229,447</u>
Other Loan	<u>\$</u>		<u>%</u>	<u>yrs \$</u>
Bonds	<u>\$</u>		<u>%</u>	<u>yrs \$</u>
Other	<u>\$</u>		<u>%</u>	<u>yrs \$</u>
TOTAL				<u>\$229,447</u>

4. Estimated Annual Operation, Maintenance and Replacement (OM&R) Costs

BOARD APPROVED

1997 Edition - Electronic Format

MAY 06 2003

AIA Document B151-1997***Abbreviated Standard Form of Agreement Between Owner and Architect*****AGREEMENT** made as of the Twenty-Second day of April in the year Two Thousand And Three*(In words, indicate day, month and year)***BETWEEN** the Architect's client identified as the Owner:*(Name, address and other information)*

City of Clinton, Mississippi

P. O. Box 156

Clinton, Mississippi 39060-0156

and the Architect:

(Name, address and other information)

JH&H Ltd/Architects/Planners/Interiors

745 North State Street

Jackson, Mississippi 39202-3070

For the following Project:

(Include detailed description of Project)

City of Clinton

Public Works Complex

Clinton, Mississippi

The Owner and Architect agree as follows.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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.

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



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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.

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

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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.

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.

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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 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

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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.

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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.

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.



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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.

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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.

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3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

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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.

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

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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.

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.

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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
- .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

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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

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.

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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.

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

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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, 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.

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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;
- .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;

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- .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.

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.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

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

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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.)

Seven and one-half (7.5%) percent of the total Construction Cost as defined by "Article 5".

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:	Fifteen	percent (15 %)
Design Development Phase:	Twenty	percent (20 %)
Construction Documents Phase:	Forty	percent (40 %)
Bidding or Negotiation Phase:	Five	percent (5 %)
Construction Phase:	Twenty	percent (20 %)

Total Basic Compensation: one hundred percent (100%)

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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:

Principal-J. Carl Franco and Paul J. Bagley	\$100.00/Hr.
Architect/Engineer	\$ 90.00/Hr.
Interior Designer	\$ 85.00/Hr.
CADD	\$ 60.00/Hr.
Construction Administration	\$ 75.00/Hr.
Clerical	\$ 35.00/Hr.

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.)

See Article 11 Paragraph 3.1 above.

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 one and one tenth (1.10) 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 one tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

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11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within twelve (12) 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.

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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.)

(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.)

12.1 The Architect shall not proceed with any additional services until authorized or confirmed in writing by The City of Clinton.

12.2 Fee for furniture and equipment selection to be six percent (6%) of the total cost.

12.3 Reimbursable:

A.) Listing of in-house services (directly billed without markup).

- | | |
|-------------------------------------|--------------|
| 1.) 8 1/2 x 11 black & white copies | \$.25/page |
| 2.) 8 1/2 x 11 color copies | \$ 1.50/page |
| 3.) 11 x 17 black & white copies | \$.50/page |
| 4.) 11 x 17 color copies | \$ 2.50/page |
| 5.) 24 x 36 blue line drawings | \$ 1.50/page |
| 6.) 24x 36 CADD plots | \$ 7.50/page |

B.) UPS charges (directly billed without markup)

C.) Professional printing (billed at cost without markup)

D.) Travel reimbursement at \$.33 per mile

12.4 Other Reimbursables:

Expenses shall be as defined in "Article 3, paragraphs 10.2 and 11.4"

12.5 Should Legal Action be brought by either party arising out of or relating to this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees, expenses and costs incurred in such Legal Action.

12.6 Change in Services of the Architect, including services required of the Architect's Consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described herein. In the absence of mutual agreement in writing, the Architect shall notify the owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the owner shall give

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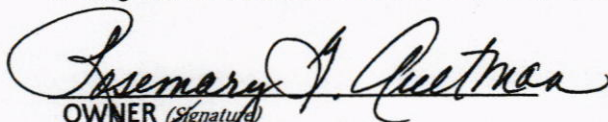
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prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Service of the Architect shall entitle the Architect to an adjustment in compensation and to any Reimbursable Expenses.

12.7 The Architect and the Architect's Consultants will maintain Professional Liability Insurance. Neither the Architect, the Architect's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner in the amount in excess of the currently maintained Professional Liability Insurance coverage carried by the Architect.

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



OWNER (Signature)
Mayor Rosemary Aultman
City of Clinton, Mississippi

(Printed name and title)



ARCHITECT (Signature)
Paul J. Bagley, AIA, Principal
JH&H Ltd

(Printed name and title)

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CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 6, 2003

AGENDA ITEM NO. 11

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

MAY 06 2003

ACCT. NO.

CITY OF CLINTON

DISCUSSION/ACTION: Designation of Tim Rogers as Applicant Agent for the City of Clinton Disaster Relief.

INTRODUCED BY: Mayor Rosemary Aultman

TELEPHONE: 924-5462

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

Brantley

SECONDED BY:

Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

[Handwritten marks in 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.

BOARD APPROVED

DESIGNATION OF APPLICANT AGENT

MAY 06 2003

CITY OF CLINTON

BE IT RESOLVED BY: Board of Aldermen OF: Clinton, Mississippi
Governing Body City, County, Other Entity

THAT Tim Rogers, Director, Public Works
Name of Designated Agent Official Position

ADDRESS: P.O. Box 156, TELEPHONE (W) 924-2239 (C) 927-3770
Clinton, MS 39060

is hereby authorized to execute for and in behalf of Clinton, Hinds County, Mississippi
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 6th DAY OF May, 2003

John Braliman, Alderman-at-Large
Name and Title

Tony Hiscaw, Alderman Ward 1
Name and Title

Tony Greer, Alderman Ward 2
Name and Title

Clint Brantley, Alderman Ward 3
Name and Title

Phil Fisher, Alderman Ward 4
Name and Title

Herb Buckton, Alderman Ward 5
Name and Title

Shirbert Lott, Alderman Ward 6
Name and Title

CERTIFICATION

I, Rosemary G. Aultman, duly elected Mayor
Title

of Clinton, Mississippi, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the Board of Aldermen
Governing Body

of Clinton, MS on the 6th day of May, 2003

May 7, 2003
DATE

Rosemary G. Aultman
SIGNATURE

BOARD APPROVED

MAY 06 2003

RESOLUTION
NAMING AUTHORIZED REPRESENTATIVE AND
AUTHORIZING SUBMITTAL OF THE LOAN APPLICATION

CITY OF CLINTON

RESOLUTION AUTHORIZING THE MAYOR/EXECUTIVE DIRECTOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE WATER POLLUTION CONTROL REVOLVING FUND LOAN PROGRAM THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND NAMING Rosemary Aultman AS THE AUTHORIZED REPRESENTATIVE FOR The City of Clinton, MS.

WHEREAS, the City of Clinton, MS is making application for a Water Pollution Control Revolving Fund Loan from the Mississippi Department of Environmental Quality; and

WHEREAS, in order to apply for such a loan, the City of Clinton, MS must submit a Water Pollution Control application package in compliance with Water Pollution Control Revolving Fund Loan Program Regulations; and

WHEREAS, such regulations require that the City of Clinton, MS provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE City of Clinton, MS:

SECTION 1: That the submission of a Water Pollution Control Revolving Fund Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement Water Pollution Control Revolving Fund Loan Program project SRF-C280805-03.

SECTION 2: That Rosemary Aultman, being the chief executive officer of the City of Clinton, MS, is authorized to execute and file an application for a State Revolving Fund loan on behalf of with full authority to execute all documents pertaining to the project.

SECTION 3: That Rosemary Aultman is hereby authorized to be the authorized representative of the project.

Alderman Greer moved and Alderman Brantley seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

<u>Jehu Brabham</u>	<u>yes</u>
<u>Tony Hisaw</u>	<u>yes</u>
<u>Tony Greer</u>	<u>yes</u>
<u>Clint Brantley</u>	<u>yes</u>
<u>Phil Fisher</u>	<u>yes</u>
<u>Herb Touchton</u>	<u>yes</u>
<u>Sharbert K. Lott</u>	<u>yes</u>

This motion to adopt the resolution, having received the vote shown above, was declared carried.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 6, 2003

AGENDA ITEM NO. 12

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Set Public Hearing-Clinton Parkway Center/Tax Increment Financing

INTRODUCED BY: Mayor Rosemary Aultman

TELEPHONE: 924-5462

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

no action

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.

MEMO

APR 16 2003
CITY OF CLINTON
ENGINEERING DEPARTMENT

TO: Mayor Rosemary Aultman
FROM: Chris G. Gouras, Jr. *CG*
DATE: April 15, 2003
RE: Clinton Parkway Center
Tax Increment Financing

As we have discussed, I have informed Mike Peters that it is my understanding that you will support and recommend the following to the Board of Aldermen:

- Approval of a TIF Plan to authorize the issuance of up to \$240,000+ to be issued in one or two phases secured by the increased ad valorem taxes generated from the Bancorp South Project and Phases I and II of the Clinton Parkway Center Project. It is estimated that the Bancorp South Project and Phase I of the Clinton Parkway Center Project will service approximately \$160,000 in TIF bond debt. Phase II of the Clinton Parkway Center Project will support an additional \$80,000 in TIF debt for a cumulative total of \$240,000 in TIF bonds.
- If Peter's Real Estate develops Phase II of the Clinton Parkway Center Project within a reasonable time, then the City will issue one series of TIF bonds, and the balance of the proceeds less issuance cost, TIF Plan preparation fees, and traffic signalization and intersection improvements will be used by the City to reimburse Peter's Real Estate for eligible TIF costs based upon the recommendation of the City Engineer and the concurrence of Bond Counsel.
- If Peter's does not initiate Phase II within a reasonable time, the City will issue a first series of bonds, and the City will use the proceeds to fund the cost of traffic signalization and intersection improvements estimated to cost \$145,000 (less the amount of funds in the City Budget - \$20,000+). A second series of bonds would be issued after Peter's initiates and/or completes Phase II to reimburse eligible expenditures with the remaining funds from the Phase I issue and all of the proceeds from the Phase II issue.

In order to preserve Peter's eligibility to receive future reimbursement, the City needs to prepare a TIF Plan, conduct a public hearing to approve the TIF Plan, and enter into a security and reimbursement agreement with Peter's.

I would like to propose the following schedule:

- May 6th Set Public Hearing
- May 20th Conduct Public Hearing
Approve TIF Plan
Approve Security and Reimbursement Agreement

in May Board Meeting
Revised
May

Please let me know if you want Larry and I to proceed with this process.

xc: ✓ Richard Broome
W. Larry Harris

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 6, 2003

AGENDA ITEM NO. 13

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

MAY 06 2003

ACCT. NO:

CITY OF CLINTON

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution _____

Invoice _____
Plans, Maps _____
Contract _____

Other _____

RECOMMENDATION: Appointment of Emily Cook as Clinton's Miss Hospitality

Introduced by: Alderman Brantley

*Resolution
Presented & Recommended by
Alderman Brantley.*

BOARD ACTION:

MOTION MADE BY:

Brantley

SECONDED BY:

Lott

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott
Mayor Aultman

X
X
X
X
X
X
X
X

X

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BOARD APPROVED

MAY 06 2003

**RESOLUTION DESIGNATING EMILY COOK AS
MISS HOSPITALITY FOR THE CITY OF CLINTON**

CITY OF CLINTON

WHEREAS, no private organization has existed for several years to select a Miss Hospitality for the City of Clinton; and,

WHEREAS, the City of Clinton would greatly benefit from having a Miss Hospitality and the positive publicity such would bring to the City;

NOW, THEREFORE, BE IT RESOLVED that the City of Clinton does hereby appoint Emily Cook as Clinton's Miss Hospitality and that Miss Cook shall serve in this position without compensation from the City of Clinton for a period of 1 year.

Resolved this 6th day of May, 2003.

BOARD APPROVED

MAY 06 2003

CITY OF CLINTON



DOMESTIC PREPAREDNESS COOPERATIVE AGREEMENT

CITY OF CLINTON, MISSISSIPPI

AND

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY



MAY 06 2003

**DOMESTIC PREPAREDNESS
COOPERATIVE AGREEMENT (CA) CITY OF CLINTON**

This Cooperative Agreement is entered into between the Mississippi Emergency Management Agency, hereto referred to as *Grantee*, and Clinton, Mississippi, hereto referred to as *Subgrantee*.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize funding provided through the Office for Domestic Preparedness to continue to enhance existing capabilities in order to continue improving the capacity within the State of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents. This effort will be accomplished through prioritizing and facilitating the delivery and use of federal financial assistance for the purchase of specialized equipment as identified in the published Office of Justice Programs (OJP) selected equipment list (SEL), and enabling Subgrantee to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within local jurisdictional area.

Article II. Scope of Work

The objectives and project outcomes to be accomplished during the performance period of this Cooperative Agreement will be in form of equipment selected from the approved Equipment List and in compliance with the State Domestic Preparedness Equipment Program Guidance and supportive of the priorities defined in the State Domestic Preparedness 3-Year Strategic Plan, and is attached to this Agreement as Attachment 3.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUG-GRANT AWARD** execution and extend through the period of SUB-GRANT AWARD unless extended by the Mississippi Emergency Management Agency.

Article IV. Roles and Responsibilities

A. Local Subgrantee

1. The local *Subgrantee* shall be desiring to develop or improve their ability to combat the affects of a terrorism event through the purchase of specialized equipment as identified in the published OJP selected equipment list.

2. The chief official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment, and for executing this CA on behalf of the *Subgrantee* jurisdiction.
3. The Sub-Grantee shall designate a *Subgrantee* public official as the Subgrantee Grant Administrator (SGA) for developing and attaching the CA scope of work to Attachment 3, obtaining project approval from respective officials, reporting, submitting applications to Grantee, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the *Subgrantee* to *Grantee* for repayment.

The name, contact information for the SGA and appointment by the chief official is shown on Attachment 2 of this Cooperative Agreement.

B. State Grantee

1. The *Grantee* shall be the Mississippi Emergency Management Agency acting on behalf of the State of Mississippi.
2. The Director of the Mississippi Emergency Management Agency (MEMA) is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The MEMA Executive Director, or the MEMA Deputy Director acting in the absence of the Executive Director, will exercise final approval authority of all *Subgrantee* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Grantee* administration.
3. The MEMA Office of Homeland Security is designated the *Grantee* Point-of-Contact (POC) for assisting the *Subgrantee* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management as a representative on the Equipment Grant Application Committee of the State Homeland Security Commission.

Article V. Consideration and Method of Reimbursement

The *Grantee* POC will receive and review *Subgrantee* application and forward to the MEMA Executive Director for approval. The *Grantee* will notify the *Subgrantee* in writing when the application has been approved and *Subgrantee* authorized to purchase equipment and be reimbursed pursuant to the terms of this CA.

When the *Subgrantee* has completed purchasing all the equipment selected from the approved Standardized Equipment List (SEL) listed in the grant application, the SGA will prepare and submit a Request for Reimbursement to the *Grantee* POC containing all appropriate supporting

documentation to substantiate purchase(s) made in accordance with all applicable requirements. The *Grantee POC* will review the reimbursement package for completeness and forward to the *Grantee Administration and Finance Bureau* for payment.

- A. The *Grantee* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Grantee* under this Agreement unless and until the *Grantee* advises the *Subgrantee* in writing that the equipment application has been approved and funds are available.
- C. Reimbursement will be made by the *Grantee* to the *Subgrantee* based on the application form submitted by the *Subgrantee* and submission of required documentation after equipment has been purchased by the *Subgrantee*.
- D. Reimbursement is contingent upon the purchases being made in accordance with all applicable local and state regulations and submission for reimbursement made in accordance with MEMA administration procedures.

Article VI. Maintenance, Replacement costs and Use of Equipment

Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorism related event, then any maintenance or replacement costs will be the sole responsibility of the *Subgrantees*.

Article VII. Nonperformance

Failure by the *Subgrantee* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Grantee*.

Article VIII. Administrative Provisions

A. General

The *Grantee* and *Subgrantee* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established in the Mississippi Comprehensive Emergency Management Plan, Volume I (State Administrative Plan) and set forth in other applicable state and federal guides.

B. Reports

Subgrantee Request for Reimbursement and other required financial reports will be submitted to the *Grantee* along with a copy all receipt(s) or invoices showing that authorized equipment has been paid for in-full by *Subgrantee* and attached to an approved grant application.

Article IX. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBGRANTEE: CITY OF CLINTON

ATTEST:

Jurisdiction Clerk or Authorizing
Official

By: Whitwick City Clerk By: Rosemary A. Peltman
Title: (Jurisdiction Official or Executive Direction)

APPROVED AS TO FORM:

By: Kenneth R. Duke Date: 5-6-03
(Jurisdiction Attorney)

**GRANTEE: STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT
AGENCY**

By: _____ Date: _____
Executive Director

ATTACHMENT 1

Designation of Subgrantee Grant Administrator (SGA)

The following person is officially appointed to represent the your jurisdiction as the *Subgrantee* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Subgrantee*.

Name: Darrel McQuirter Title: Fire Chief
(Subgrantee Grant Administrator)

Organization Name: Clinton Fire Dept.

Mailing Address: 1234 Clinton-Raymond Rd.

City: Clinton, MS Zip Code 39056

Telephone Number: (601) 925-1011 Fax Number: (601) 925-1016

Cellular Number: (601) 946-7752 Pager Number: ()

Email Address: dmcquirter@clintonms.org

Appointed by: Mayor Rosemary Aultman
(Print Subgrantee Official's Name)

Date: 5/6/03

Signed: Rosemary J. Aultman Title: Mayor
(Signature)