CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 15, 2003 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG
The invocation was led by Alderman Greer followed by the Pledge of Allegiance to the Flag led by Alderman Brantley.

After the Pledge to the Flag was presented, Mayor Aultman then recognized Jean Nall. Ms. Nall addressed the Mayor and Board of Aldermen on behalf of residents of the Bruenburg subdivision who have concerns regarding recent flooding in certain areas within the development. In addition, other Bruenburg residents were allowed to express their specific concerns. Copies of Ms. Nall's comments and list of Bruenburg residents who were in attendance are attached.

ROLL CALL – City Clerk Wayne Derrick

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

Absent: Phil Fisher – Alderman Ward 4

APPROVAL OF AGENDA ITEMS A-T

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve Consent Agenda Items A-T. Alderman Lott left prior to this vote and did not vote. **MOTION CARRIED UNANIMOUSLY**

DENIAL OF REQUEST FOR DIMENSIONAL VARIANCE AT 215 MONTEREY DRIVE

Upon recommendation by the Planning and Zoning Board, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to deny the request for dimensional variance at 215 Monterey Drive for Scott and Darla Harrison. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION FOR CONDITIONAL USE AT 115 CYNTHIA STREET

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brantley to approve a Resolution for conditional use for Public/Quasi-Public Facility for Philadelphia Ministries located at 115 Cynthia Street. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

CONTRACTUAL AGREEMENT AND PAYMENT RATES/TERMS BETWEEN STATE FIRE ACADEMY AND CITY OF CLINTON

Upon recommendation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to authorize Mayor Aultman to enter into a contractual agreement and payment rates/terms between the State Fire Academy and City of Clinton with the rate being $1,000.00. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AMENDMENT TO NEEL-SCHAFFER CONTRACT FOR NORTHSIDE DRIVE CORRIDOR ENGINEERING SERVICES

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve an amendment to the contract on Northside Drive Corridor Engineering Services with Neel-Schaffer in the amount of $495,000.00. A copy of the amendment is attached. **MOTION CARRIED UNANIMOUSLY**

RECOGNITION OF CERTIFICATE OF ATTENDANCE FOR JULIANNA MCCOMBS ATTENDING THE MUNICIPAL COUR CLERKS ASSOCATION UPDATE

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to recognize the certificate of attendance for Julianna McCombs attending the Municipal Court Clerks Seminar June 30 – July 1, 2003. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO DELPHI AUTOMOTIVE SYSTEMS, LLC ON THEIR FREEPORT WAREHOUSE

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a Resolution granting a five-year exemption from ad valorem taxes to Delphi Automotive Systems, LLC on personal property held in a "Free Port Warehouse" with an average value of goods of approximately $3,116.00 beginning January 1. 2003 and ending December 31, 2007. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:13 P.M.

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

APPROVED: Rosemary D. Aultman — July 21, 2003
Rosemary G. Aultman, Mayor — Date

ATTEST: W Derrick — 07/21/2003
Wayne Derrick, City Clerk — Date

MAYOR AULTMAN AND MEMBERS OF THE BOARD, WE APPRECIATE THE OPPORTUNITY TO BE HEARD ON THE FLOODING AND POWER OUTAGE PROBLEMS WE ARE EXPERIENCING IN BRUENBURG SUBDIVISION, THE FLOODING SPECIFICALLY ON COWLES CREEK ROAD AND BAILEY'S RIDGE, AND POWER OUTAGES FOR THE WHOLE SUBDIVISION. ALMOST EVERY TIME IT RAINS HARD, THE ELECTRICITY GOES OFF. sometime for from 2-6 hours. SURELY THIS CAN BE CORRECTED EITHER BY ENTERGY OR THE DEVELOPER. EACH PERSON HERE HAS BEEN DIRECTLY AFFECTED BY THE WATER EITHER WITH POWER OUTAGES FOR SEVERAL HOURS OR FLOODED HOUSES, STREETS AND YARDS, WITH THE EXCEPTION OF MR. DUKES AND HE IS REPRESENTING HIS SON AND DAUGHTER-IN-LAW WHO ARE OUT OF TOWN.

Mrs. Fox, on Bailey's Ridge has experienced smelly water problems since moving here like rotten eggs. She lives on Bailey's Ridge.

SEVERAL OF YOU, MAYBE ALL OF YOU, CAME INTO THE FLOODED AREAS ON THE NIGHT OF JULY 3, AND WE THANK YOU FOR BEING INTERESTED ENOUGH TO GET OUT AND LOOK FOR YOURSELF. WE RECOGNIZE THE FACT THAT OTHER AREAS HAD WATER PROBLEMS TOO. FOR THOSE OF YOU WHO DID NOT SEE IT, WE HAVE SOME VERY CONVINCING PICTURES! Ben & Ashley Byrd, one couple here tonight has had a house built on Bailey's Ridge but will not take possession of it because of the water.

I HAVE KNOWN SHEER PANIC TWICE IN MY LIFE; THE FIRST FOUR YEARS AGO AND THE SECOND TIME WAS BACK IN APRIL WHEN I GOT OUT OF BED AND STEPPED INTO TWO INCHES OF WATER THAT COVERED EVERY ROOM OF MY HOUSE WITH FOUR INCHES IN THE GARAGE WITH

MUD. DR. BOBBY GLENN HAD WATER IN HIS HOME AND GARAGE ALSO. SEVERAL OF THE OTHERS PRESENT HAD WATER IN THEIR GARAGES AND OUR YARDS WERE COVERED WITH WATER, MUD AND DEBRIS. WE WERE ADVISED AT THAT TIME THAT AFTER CHECKING THE RECORDS IT WAS FOUND THAT THIS HAD NOT HAPPENED IN 100 YEARS. WE NOW HAVE HAD TWO 100 YEAR FLOODS IN LESS THAN 3 MONTHS. ON JULY 3, I DID NOT GET WATER IN MY HOUSE BECAUSE I SWEPT FOR 1-1/2 HOURS AT THE BACK DOOR TO KEEP IT OUT. SOME OF THESE PEOPLE HERE COULD NOT GET DOWN OUR STREET TO THEIR HOMES SINCE WE HAD 3-1/2 FEET OF WATER IN THE STREET. HAD THERE BEEN AN EMERGENCY, I DON'T KNOW WHAT WOULD HAVE HAPPENED.

ONE OF THE LADIES HERE WAS TOLD BY MARK JORDAN'S ENGINEER, JOHN CARTER, THAT THE RAIN WAS A MATTER BETWEEN HER AND GOD, HE CONTROLLED IT. WE COULD NOT AGREE WITH HIM MORE BUT WE ALSO KNOW THAT MAN CAN CONTROL IT ONCE IT HITS THE GROUND. THAT IS WHY WE ARE HERE TONIGHT.

WE WANT TO KNOW WHO IS RESPONSIBLE FOR THE DITCH, THE DEVELOPER OR THE CITY? IF IT IS THE RESPONSIBILITY OF THE DEVELOPER, AT WHAT POINT IN TIME WILL IT BECOME THE RESPONSIBILITY OF THE CITY?

AS STRONGLY AS WE KNOW HOW TO PUT IT, WE NEED YOUR HELP IN

GETTING THESE MATTERS TAKEN CARE OF. IF IT TAKES PRESSURE ON THE DEVELOPER ON YOUR PART, WE ASK THAT YOU BRING THAT PRESSURE TO BEAR. IF IT TAKES ACTION ON THE PART OF THE CITY, WE ASK FOR THAT. WE DON'T OFFER A SOLUTION, THAT IS WHAT THE ENGINEERS ARE FOR BUT WE BELIEVE IT CAN BE CORRECTED.

WE ALSO ASK THAT YOU KEEP US INFORMED AS TO WHAT WILL BE DONE AND, IF POSSIBLE, WHAT KIND OF TIME FRAME WE ARE LOOKING AT. FURTHER, WE ASK THAT A PLAN BE PUT INTO EFFECT THAT WILL KEEP THE DITCH CLEANED OUT, NOT JUST AFTER IT FLOODS.

WE HAVE EVERY CONFIDENCE IN YOU, MAYOR AULTMAN AND MEMBERS OF THE BOARD, THAT YOU WILL GET TO THE BOTTOM OF THIS MATTER AND GIVE US RELIEF FROM ANXIETY EVERY TIME WE HEAR THUNDER OR WHEN THE RAIN COMES. SOME OF US HAVE BOUGHT FLOOD INSURANCE AFTER THE APRIL FLOOD, THOUGH WE ARE NOT IN A FLOOD PLAIN. PERSONALLY, I HAVE A STACK OF SAND BAGS IN MY GARAGE AND I JUST PRAY I CAN MOVE THEM IF I DO NEED THEM BUT THAT IS NOT A GOOD SIGHT FOR PEOPLE LOOKING TO BUY A HOUSE ON OUR STREET.

WE ARE PREPARED TO COOPERATE WITH YOU IN ANY WAY WE CAN. WE ARE ALSO PREPARED TO GO TO WHATEVER LENGTH IT MAY TAKE TO GET THE MATTER RESOLVED SO THAT WE CAN CONTINUE TO ENJOY OUR HOMES AND ENJOY LIVING IN THE CITY OF CLINTON.

WE ARE NOT A "ONE CALL THAT'S ALL" GROUP BUT I DO HAVE A COPY OF A RECENT SUPREME COURT DECISION REGARDING A SIMILAR SITUATION IN THE CITY OF JACKSON WHERE A JUDGMENT WAS RENDERED IN FAVOR OF AN APARTMENT BUILDING OWNER. THAT WAS ON A MUCH LARGER SCALE THAN WE ARE FACED WITH HERE, BUT THE BASIS IS THE SAME.

PLEASE HELP US.

THANK YOU FOR YOUR ATTENTION.

Jean Nall
110 Cowles Creek Road
Clinton, MS 39056
924-3963

Jeannall@aol.com

ACCUPAD.

7-15-03 – Town Meeting

	Name	Address	Tel. No
(Carl Dukes)	Dukes, Lauren + Scott	157 Bailey's Ridge	924-8457
	COTHERN C.E., POLLY	131 BELLEMEADE-TRACE	924 5578
	Weeks, Mary B.	114 Cowles Creek Rd	924-8437
	Barber, Betty	106 Cowles Creek Rd	926-2066
	Kirkland, Jesse	104 " " "	924-8485
	Jerry + Linda Stone	119 Cowles Creek	924-6725
	Bart & Staci Evans	105 Cowles Creek	924-2559
	Ben & Ashley Byrd	Lot 211 Bailey Ridge Cir	214-2809
	Charles & Betty Terry	114 Stonebridge Ln	926-2071
	Maurine Moore	101 Bailey Ridge	925-9954
	Bessie Fox	103 Bailey Ridge	925-0601
	Nancy Morris	108 Bailey Ridge	924-5492
	Bobby Glenn	108 Cowles Creek	924-4491
	Harry + Ann Kirby	116 Cowles Creek	924-5003
	Glenda & Larry Makamson	107 Cowles Creek	924-3000

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 15, 2003 AGENDA ITEM NO. 7.a

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: 215 Monterey Drive (Scott and Darla Harrison
Dimensional Variance

INTRODUCED BY: Gary Ward TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x	Invoice	Other: Report
Ordinance	Plans, Maps	
Resolution x	Contract	Variance Denied

RECOMMENDATION: Planning and Zoning recommends to deny request.

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Lott

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Brantley	absent		
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.

REQUEST FOR DIMENSIONAL VARIANCE APPLICATION

Subject Property Address 215 Monterey Drive; Clinton MS

Owner J. Scott & Darla R. Harrison

Address 215 Monterey Drive
Clinton MS 39056

Phone # 925-5201

Current Zoning District R-1

Requirements of Applicant:

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

Requirements for Granting Variances: *(Section 2404.01 – Zoning Ordinance)*

(a). Applicant shall demonstrate that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.

(b). Applicant shall demonstrate that literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under terms of this Ordinance.

(c). Applicant shall demonstrate that granting the variance will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.

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

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

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

Darla R Harrison & J. Scott Harrison — 5/21/2003

Signature **Date**

J. Scott and Darla R. Harrison
215 Monterey Drive
Clinton, MS 39056

May 21, 2003

By Hand Delivery
Mr. Gary Ward
Zoning Administrator
City of Clinton –Community Development
202 W. Leake Street
Clinton, MS 39056

Re: Request for Dimensional Variance

Dear Mr. Ward:

As you and I first discussed on May 5, 2003, my husband and I are seeking approval to build an attached and enclosed 3rd car garage addition onto our home at 215 Monterey Drive, Clinton, MS. We live on a corner lot in Olde Vineyard subdivision and no other home faces our property from any direction. When our house was built in 1988, the driveway was poured to accommodate a 3rd car garage. At this time, we would like to build the 3rd car garage addition. I have talked to a potential builder, Paul Pickel, and he is prepared to build the garage for me, but before we have any further discussions, I understand that I must seek a dimensional variance.

Initially, I had thought that the city's setback regulations stating "8 foot setback for side property" applied to each "side" of my property. For our corner lot, I was thinking that our "two sides" were the sides that are facing the street. In that case, I would be well within the "8 foot setback for side property". However, you have made me aware that the property line nearest my 3rd car garage is considered a "rear" where typically a 25 feet setback applies.

Our request for this dimensional variance is to allow us to build an attached and enclosed 3rd car garage that will be 10 feet from our "rear/side" that faces the street and does not face the front of anyone else's property. It will face the backyard fence of my neighbor across the street and it will be behind a long fence of the backyard of my side/backdoor neighbor. Please see the enclosed photos taken May 18, 2003 for a visual reference of my property and the neighbors' adjoining properties.

On May 15, 2003, we contacted each neighbor whose property is across the street from the garage side and whose property connects our property on the garage side: Misty and Steve Williams, 213 Monterey Drive and Diane and Neil Lehan, 125 Countrywood Circle. We alerted them to our request for dimensional variance for the 3rd car garage addition and they are supportive of our efforts.

In addition to this letter stating the reason for requested dimensional variance, the following are enclosed:

1. Request for Dimensional Variance Application
2. Copy of written legal description copied from our 3/24/2003 loan refinance papers provided by the closing attorney
3. Site plan of property, before and after 3rd car garage
4. $250.00 fee required for processing
5. Photos providing a visual illustration of our corner lot property site

Please let us know if you need anything further. I can be reached at 984-8968 on weekdays and at home at 925-5201. We hope that we have provided you, the Planning and Zoning Committee, Mayor Aultman and Board of Aldermen with the necessary and appropriate information needed so that our Request for Dimensional Variance will be approved.

Sincerely,

Darla R Harrison

Darla R. Harrison

3rd Car Garage Request for Dimensional Variance by Darla and Scott Harrison:

These are prepared notes by Darla and Scott Harrison for presentation at the Mayor/Board of Aldermen Meeting, July 15, 2003

These are additional comments to contradict "encroachment" opposition by Dr. Lehan that was presented at Planning/Zoning Meeting on June 24, 2003

1. We live on a corner lot in Olde Vineyard subdivision. Our house is set on the lot in an "L" shaped fashion. We basically have two front yards. One front has our main porch/ sidewalk entrance and the other front has our garage, driveway and another porch entrance. It could very well be determined that we have two front yards thus we have two side yards. One of these side yards is on the proposed 3rd car garage site.

2. The 3rd car garage site is more of a side yard than any kind of back yard. Thus the city's required 8 foot setback for side property would apply and our proposed addition would be well within the required setback.

3. There is no obstruction of view issue and no potential drainage issue.

4. As for the "encroachment" to neighbor's property… I completely disagree. "Encroachment" means to trespass or intrude. Our addition would in no way trespass or intrude. As I stated, in fact, a "side yard" determination of this area would make this addition well within the side yard setback rules and would make this addition automatically approved by the city's own rules. And as for the claim that it would potentially devalue neighbor's property….again, I absolutely disagree. This addition would raise the property value of our home for resale and, as a natural consequence, would also positively affect a resale of any neighbor's property.

5. I did not address the "encroachment" argument made by Dr. Lehan at the Planning and Zoning Commission's meeting because I frankly had not even thought about that as a possible argument he might make and that was the first time I was made aware that his opposition was due to an "encroachment" claim. Unfortunately, I was not prepared to argue against that claim at that time and I am sorry for that. I am not a lawyer, but after thinking about that "encroachment" claim for about five minutes, I realized I did have a rebuttal to that claim. This Mayor/Board meeting is my last opportunity to do so before the final vote is made. Please allow consideration that Dr. Lehan's opposition is unfounded.

6. In closing, our proposed addition does have a unique placement on our lot and "is" in all practicality situated on our side yard area. Our addition would **not** cause any encroachment, obstruction of view or drainage problems to Dr. Lehan. Please weigh heavily the items I have stated here before you take your final vote. Thank you for your attention to this matter.

3rd Car Garage Request for Dimensional Variance:
Planning and Zoning Committee Meeting, June 24, 2003

1. We live on a corner lot in Olde Vineyard subdivision. Our house was built in 1988 and the concrete for the driveway was poured to accommodate a 3rd car garage and driveway area, however only a two-car garage was built at that time.

2. We bought our house in October of 1998 with the intent of building a 3rd car garage later when we had three vehicles to maintain and house. We now have three vehicles and are seeking permission to build an attached and enclosed 3rd car garage.

3. Initially, I had thought the city's setback regulations stating "8 foot setback for side property" applied to each "side" of our property. For our corner lot, I was thinking that our "two sides" were the sides that are facing the street. In that case, we would be well within the "8 foot setback for the side property". In fact, if our house front was on this garage side of our corner lot, this would be a non-issue. However, Gary Ward made me aware that the property line nearest my 3rd car garage site is considered a "rear" where typically a 25 feet setback applies.

4. Gary Ward informed me that we would need to go through the Request for Dimensional Variance process: submit an application, pay a $250 fee, agree to the sign in our yard, be present at the meetings and adhere to the voting process.

5. Prior to deciding to make this request, I contacted each of my neighbors immediate to the 3rd car garage site on May 15. I explained our intent. Misty Williams and Diane Lehan could not have been more supportive. I was given no indication that either of them had any opposition to our intentions to build a 3rd car garage nor was I told that I would need to additionally discuss the issue with each spouse, so we submitted our request the next week.

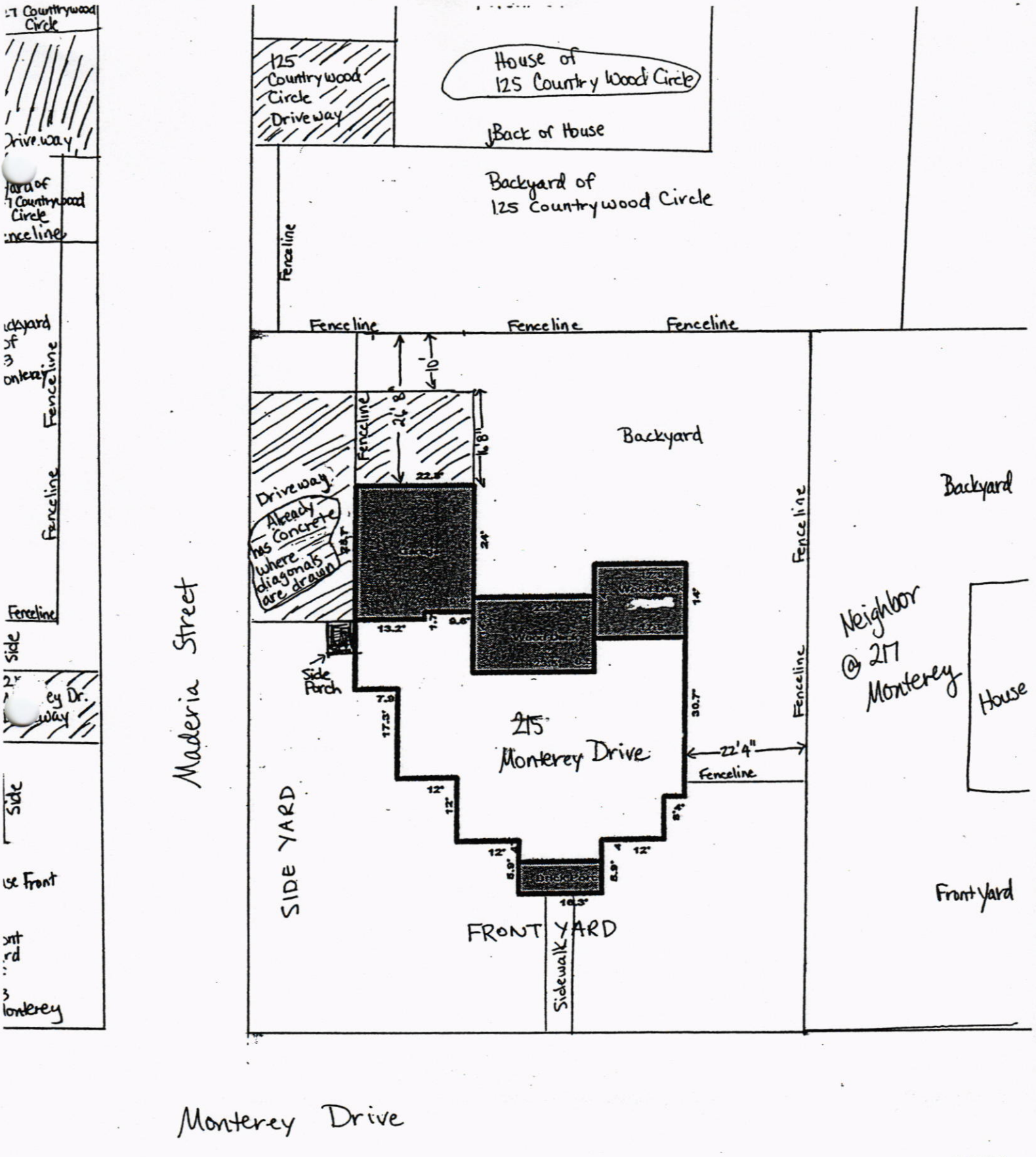
6. As you can see by the pictures I submitted with my request, this 3rd car garage site is well hidden behind trees and shrubs between our backyard and the backyard of the homeowners behind us. Also, the homeowners across the street have no direct view of the site from their home as the site faces their backyard. The existing trees and shrubs between our property and the homeowners behind us would not need to be cut down. Since there is no existing "view" of any sort from the vantage point of our property site or the property site of any of the homeowners surrounding our property, there is no "obstruction of view" issue to address.

7. If we are permitted to build this 3rd car garage, we will hire a knowledgeable and capable builder that will build an attached and enclosed building that will naturally flow with the architecture of the existing house and will have all the necessary roofing, gutters, etc. that will accommodate the water drainage that will runoff the roof, just as has been done with the existing house. Any potential change in water runoff will be addressed in the planning and building of the structure.

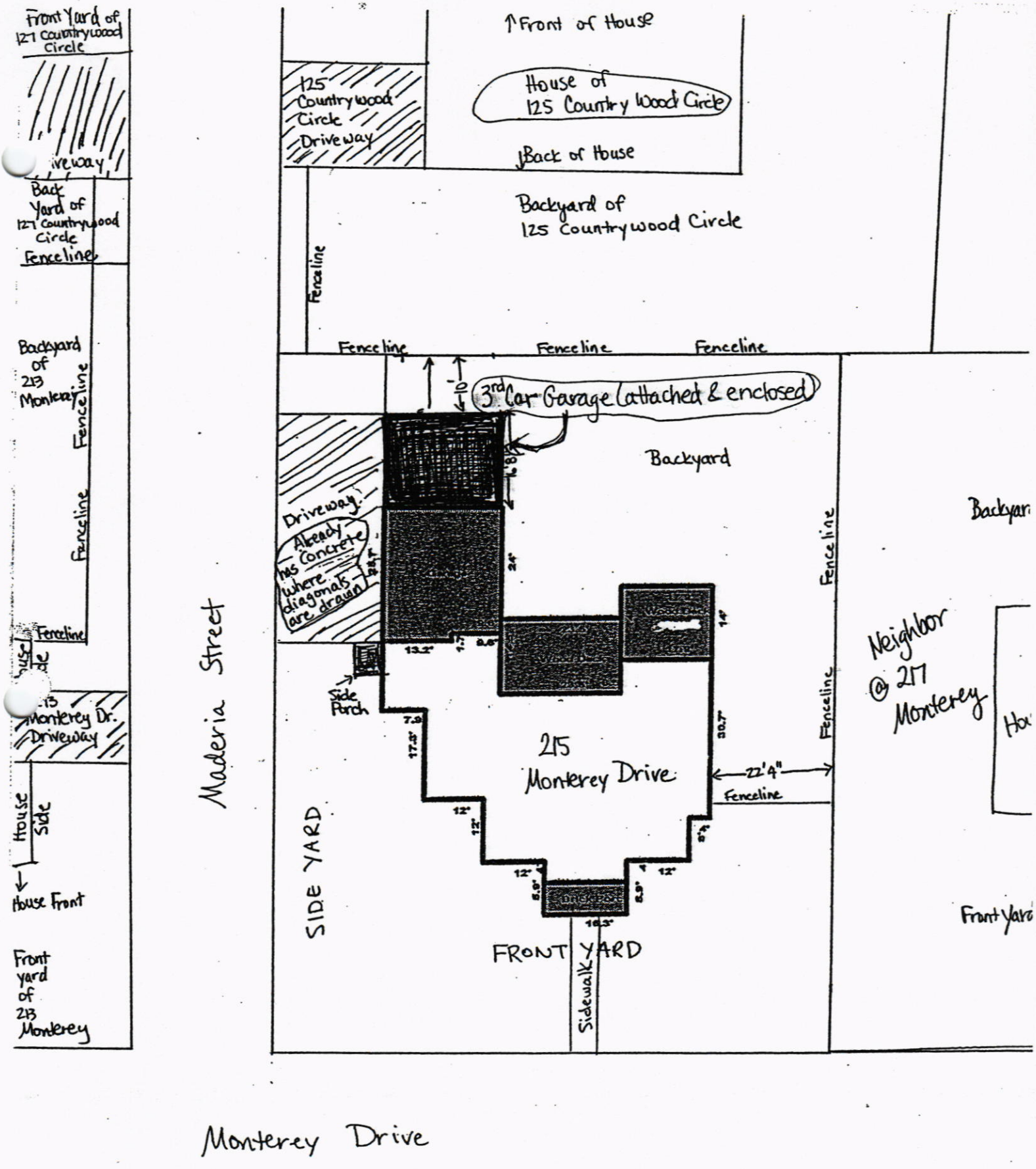
8. The sign that was erected in our yard by the City of Clinton has naturally caused many curious citizens to question what the sign means. I have explained to each that because we want to build a 3rd car garage within 25 feet of our back property line, we have to go through a special request process to let everyone know what our plans are. Absolutely no one has indicated any opposition to us and a countless number have said they can't imagine why this would be a problem.

9. So, in closing, please know that I did make my immediate neighbors aware of our request a week prior to the submission of the request. I was not made aware of any opposition by them. I have addressed that there is no obstruction of view and there will be no additional drainage/runoff to my immediate neighbor that would result from a 3rd car garage addition. My husband and I respectfully request that you vote in favor of our Request for Dimensional Variance.

Darla R. Harrison
J. Scott Harrison

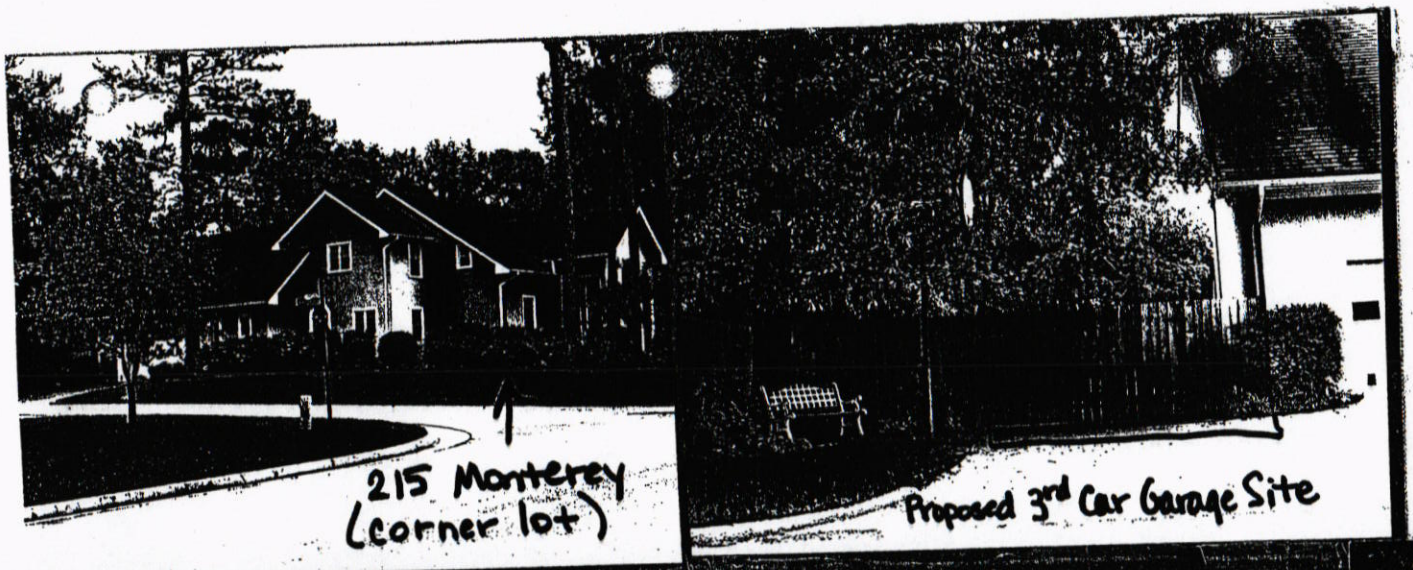


Before 3rd Car Garage Addition

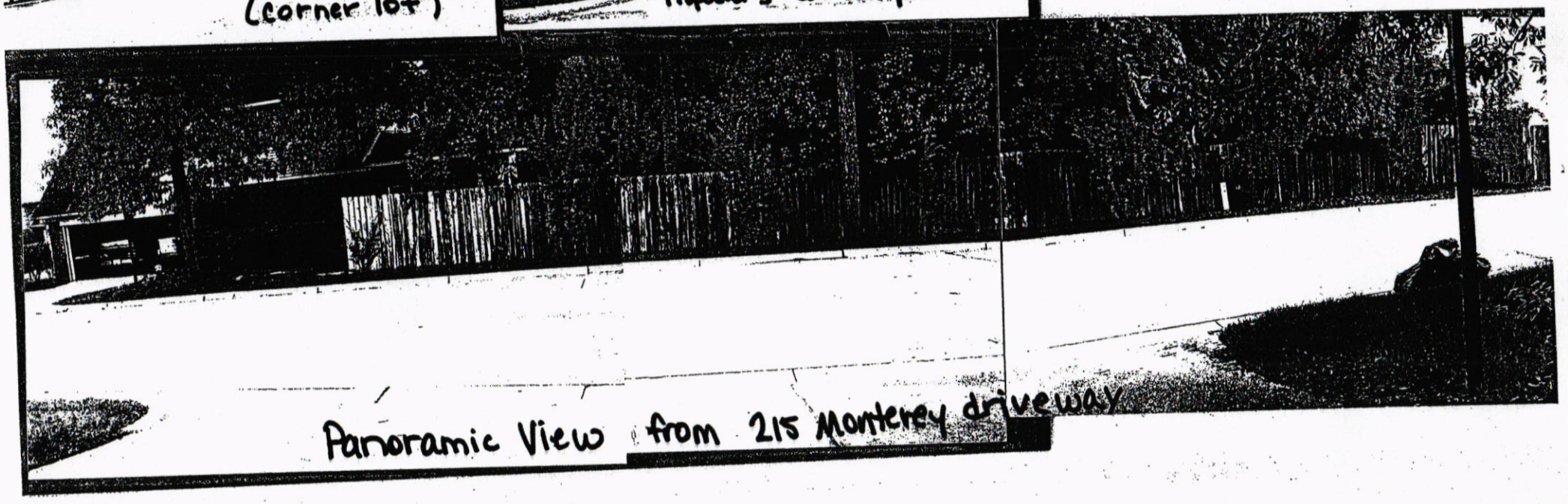


After 3rd Car Garage Addition

(marked in red above)


215 Monterey
(corner lot)

Proposed 3rd Car Garage Site


Panoramic View from 215 Monterey driveway

DENTAL CARE OF CLINTON
General Dentistry

NEAL C. LEHAN, DMD

13 June 2003

Mr. Gary Ward
Zoning Administrator
Planning & Zoning Commission
City of Clinton
P.O. Box 156
Clinton, MS 39060

Dear Mr. Ward:

I am writing to you in reference to a zoning issue that has recently come to my attention.

I reside at 125 Countrywood Circle in Clinton with my family. I am aware that a dimensional variance has been requested by the owners of 215 Monterey Drive in Clinton. My property is adjacent to the above mentioned property. I would be the only resident effected by an encroachment beyond the limits set forth by the Clinton Zoning & Planning Commission. I object to having my property encroached upon and do not wish to have this dimensional variance granted.

Sincerely,

Neal Lehan DMD
Neal C. Lehan, DMD

cc: Edward Taylor
James Martin
Lisa Jones
Kathy Peace
Betty King
Gail Albritton
William Campbell

/dbl

959 Hwy 80 E • Clinton, MS 39056 • 601-925-9100
e-mail: lehandmd@bellsouth.net

RESOLUTION

RESOLUTION DENYING A DIMENSIONAL VARIANCE FOR SCOTT AND DARLA HARRISON, 215 MONTEREY DRIVE, CLINTON MISSISSIPPI, AS DESCRIBED IN EXHIBIT "A"

WHEREAS, Mr. and Mrs. Scott Harrison., did file a request for a dimensional variance of the rear setback requirements as set in Section 603 of the Zoning Ordinance of the City of Clinton, Mississippi; and,

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

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on June 24, 2003, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on June 24, 2003, adopted a motion to deny the request of Mr. and Mrs. Scott Harrison, for a dimensional variance of the rear setbacks to build a garage addition to the existing structure and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

WHEREAS, the Owner has not complied with the requirements of the Zoning Regulations regarding dimensional variance; and,

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Mr. and Mrs. Scott Harrison for a dimensional variance of the rear setbacks of the property located at 215 Monterey Drive is hereby denied and such action is taken pursuant to the findings of fact as set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.

2. The recommendation of the Planning and Zoning Commission is advisory in nature.

3. The Dimensional Variance requested does not meet the criteria of §2404.01 for the following reasons:

    a) Special conditions and circumstances does not exist which are peculiar to the land, structure, or building involved
    b) That literal interpretation of the provisions of this Ordinance would not deprive the applicant rights commonly enjoyed by other properties in the same district

c) That granting the variance requested will confer on the application a special privilege that is denied by this Ordinance to other lands, structures, or buildings in the same zoning district.

The foregoing Resolution, having been reduced to writing, Alderman _____ moved to accept the recommendation of the Planning and Zoning Commission to deny the request of Mr. and Mrs. Scott Harrison for a dimensional variance of the rear setbacks to build a garage addition to the existing structure at 215 Monterey Drive. Alderman _____ seconded. The vote was as follows:

Alderman Brabham voted: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Brantley voted: _____

Alderman Fisher voted: _____

Alderman Touchton voted: _____

Alderman Lott voted: _____

Whereupon the Mayor declared the Motion carried and the resolution approved and adopted. The foregoing resolution was approved this the _____ day of _____ 2003.

CITY OF CLINTON

BY: _____
ROSEMARY AULTMAN, MAYOR

ATTEST:

_____
WAYNE DERRICK, CITY CLERK

(SEAL)

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 15, 2003 AGENDA ITEM NO. 7. b

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

DISCUSSION/ACTION: 115 Cynthia Street (Philadelphia Ministries)
Conditional Use

INTRODUCED BY: Gary Ward TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: Planning and Zoning recommends approval. approved

BOARD ACTION: MOTION MADE BY: Hisaw

SECONDED BY: Brantley

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham			
Hisaw			
Greer			
Brantley			
Fisher	absent		
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.

REQUEST FOR CONDITIONAL USE APPLICATION

Subject Property Address 115 Cynthia St., Clinton, Ms 39056

Owner Clinton Christian Community Corp.

Address 115 Cynthia St.
Clinton, Ms. 39056

Phone # 601-924-3826

Current Zoning District C-2

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

Requirements of Applicant:

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

Requirements for Granting Conditional Uses: *(Section 2405.01 – Zoning Ordinance)*
A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

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

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

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

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

Stacy Brown
Signature

5-27-03
Date

105 Vale Circle
Clinton, MS 39056
May 27, 2003

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

Clinton Planning and Zoning Commission
Clinton, MS 39056

To Whom It May Concern:

This letter is stating the reason for requested conditional use. The 4 C's has approved the Philadelphia Ministries to use the facilities for ministry purposes. However, the Planning and Zoning Commission informed me of the zoning ordinance that has to be approved by the Planning Zone Commission and the Mayor/Board of Alderman. We desire to begin a church ministry. I have inquired with members of 4 C's and all the requirements listed on the application have been met.

Sincerely,

Pastor Stacy Brown

Pastor Stacy Brown

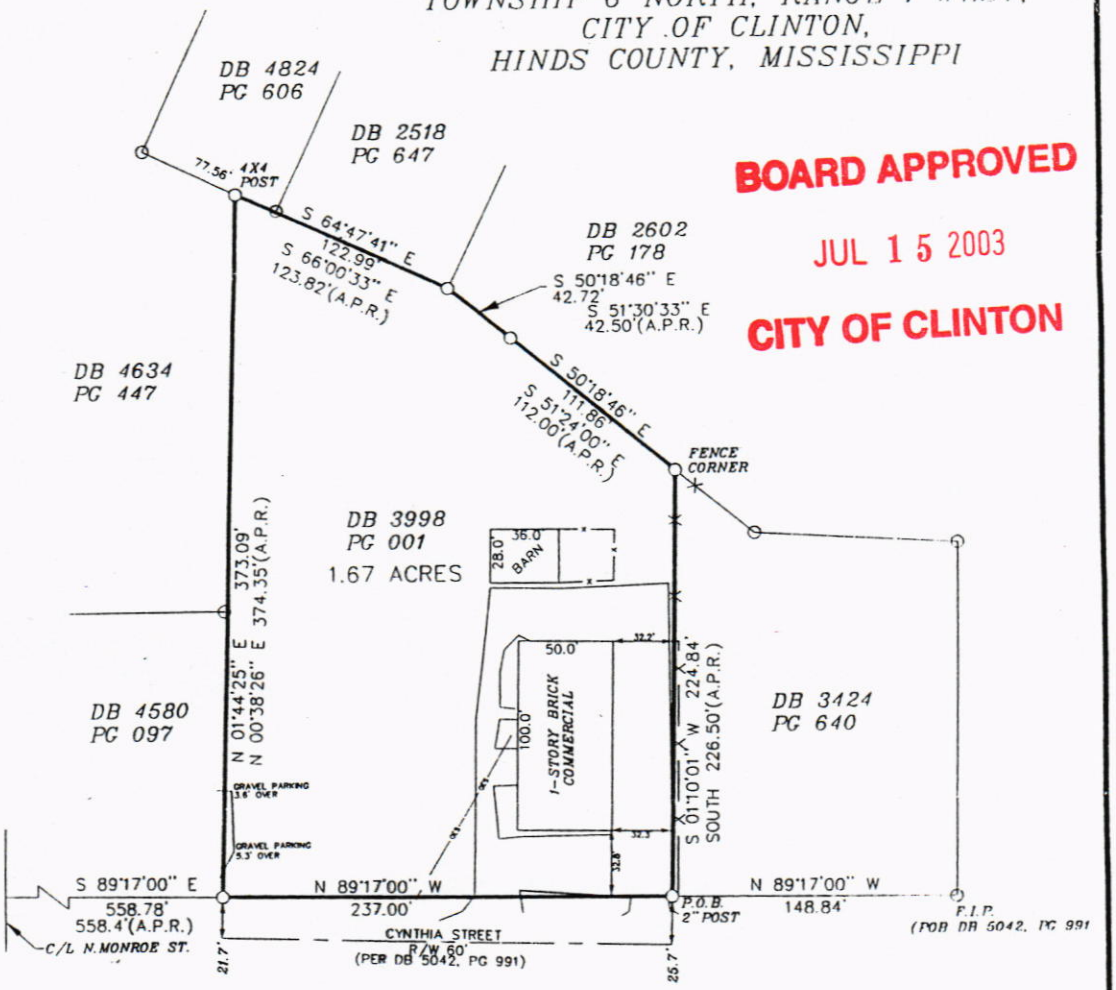
PLAT OF SURVEY

1.67 ACRES SITUATED IN THE
SW 1/4, NW 1/4, SECTION 20,
TOWNSHIP 6 NORTH, RANGE 1 WEST,
CITY OF CLINTON,
HINDS COUNTY, MISSISSIPPI

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON



LEGAL DESCRIPTION

1.67 acres situated in the Southwest 1/4, Northwest 1/4, Section 20, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and more particularly described as follows, to wit:

Commencing at the iron pin found marking the North line of Cynthia Street and the west line of the proposed Clinton Parkway and the P.O.B. of survey found in Deed Book 5042 at Page 991; run thence, along the North line of Cynthia Street, North 89 degrees 17 minutes 00 seconds West for 148.84 feet to the 2" iron post marking the POINT OF BEGINNING; run thence, along the North line of Cynthia Street, North 89 degrees 17 minutes 00 seconds West for 237.00 feet to an iron pin; run thence, leaving the North line of Cynthia Street, North 01 degrees 44 minutes 25 seconds East for 373.09 feet to a 4 x 4 post in concrete; run thence, South 64 degrees 47 minutes 41 seconds East for 122.99 feet to an iron pin; run thence, South 50 degrees 18 minutes 46 seconds East for 42.72 feet to an iron pin; run thence, South 50 degrees 18 minutes 46 seconds East for 111.86 feet to a fence corner; run thence, South 01 degrees 10 minutes 01 seconds West for 224.84 feet back to post marking the POINT OF BEGINNING.

ASTRONOMIC N

JAMES D. RANKIN
LAND SURVEYOR
PLS-02941
STATE OF MISSISSIPPI

○ FOUND IRON PIN (UNLESS NOTED)

60 0 60 120 180

Scale 1" = 60'

SURVEY REQUESTED BY: DAVID STEVENS

DRAKE, DAVIS & RANKIN ENGINEERING
Consulting Engineers – Land Surveyors
Ph 601-857-4361 P.O. Box 32 Raymond, MS 39154 Fax 601-857-3136

SCALE:	1" = 60'
DATE:	JUNE 21, 2000
JOB:	00168/ 00-12
CLASS:	"B"

BOARD APPROVED

JUL 09 2003

CITY OF CLINTON

RESOLUTION APPROVING A CONDITIONAL USE FOR PUBLIC/QUASI-PUBLIC FACILITY FOR PHILADELPHIA MINISTRIES LOCATED AT 115 CYNTHIA STREET, CLINTON, MISSISSIPPI

WHEREAS, Philadelphia Ministries, did file a request for a conditional use for Public/Quasi-Public Facility of the property located at the 115 Cynthia Street to operate church; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on June 24, 2003, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on June 24, 2003, adopted a motion to approve the request of Philadelphia Ministries for a conditional use for a Public/Quasi-Public Facility of the property located at 115 Cynthia Street to operate a church and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

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

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

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Philadelphia Ministries for a Public/Quasi-Public Conditional Use of the property located at 115 Cynthia Street to operate a church and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.

2. The recommendation of the Planning and Zoning Commission is advisory in nature.

3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.

4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.

5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.

6. The Mayor and Board of Aldermen find that Section 402 of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.

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

8. The granting of this conditional-use is exclusive to Philadelphia Ministries while they are occupying the building located at 115 Cynthia Street.

9. There shall be no on-street parking on Cynthia Street between Clinton Parkway and Monroe Street.

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

Alderman Brabham voted: yes

Alderman Hisaw voted: yes

Alderman Greer voted: yes

Alderman Brantley voted: yes

Alderman Fisher voted: absent

Alderman Touchton voted: yes

Alderman Lott voted: yes

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

The foregoing ordinance was approved this the 15th day of July 2003.

CITY OF CLINTON

BY: Rosemary A. Aultman
Rosemary Aultman, Mayor

ATTEST: W. Derrick
Wayne Derrick, City Clerk

(SEAL)

PLANNING AND ZONING COMMISSION

Clinton, Mississippi
Tuesday, June 24, 2003
Public Hearing – 7:00 P.M.
Municipal Courtroom
305 Monroe Street

Minutes

Commission members present: Bill Campbell, Bettye King, Edward Taylor, Gayle Albritton, Kathy Peace, Lisa Jones. City officials present: Gary Ward, Zoning Administrator, Ken Dreher, City Attorney, Clint Brantley, Alderman Ward 3, and Tony Hisaw, Alderman Ward 1.

I. Call to Order

Bill Campbell called the meeting to order at 7:00 p.m.

II. Consideration and approval of May 27, 2003 minutes

MOTION was made by Kathy Peace to approve the Minutes of the May 27, 2003 meeting as written. Second by Edward Taylor. MOTION carried unanimously, none opposed.

III. New Considerations

1. 215 Monterey Drive (Scott & Darla Harrison)

a. Dimensional Variance (Building Setbacks)
Representative present: Scott and Darla Harrison

Scott and Darla Harrison live at 215 Monterey Drive in the Olde Vineyard Subdivision. They have a corner lot. The Harrison's are requesting a 15-foot dimensional variance of the rear setback in order to build a third garage. City Ordinance requires a 25-foot rear setback in R1 zoned districts.

Ken Dreher read the requirements for granting a dimensional variance as stated in Section 2404 of the Zoning Ordinance.

Mrs. Harrison stated that she had spoken with all the neighbors that this variance would affect and they all supported her.

Kathy Peace asked Mrs. Harrison if she knew why the additional garage was not built when the house was built. Mrs. Harrison replied that she did not.

Bettye King asked what setbacks the subdivision covenants required. Mrs. Harrison replied they were the same as the City Ordinance states.

A public hearing was held and opposition was present.

Dr. Neal Lehan, 125 Countrywood Circle, wrote a letter (Exhibit "A") explaining his opposition. Dr. Lehan also stated that Mrs. Harrison had spoken with his wife and not him concerning the addition.

MOTION was made by Bettye King to recommend to the Mayor and Board of Aldermen to deny the dimensional variance request made by Scott and Darla Harrison, 215 Monterey Drive because the requirements to grant a dimensional variance had not been met. SECOND by Kathy Peace. MOTION carried, none opposed.

2. 115 Cynthia Street (Philadelphia Ministries)

a. Conditional Use (Public/Quasi-Public Facility)

Representative present: Rev. Stacy Brown

Reverend Stacy Brown has been conducting Wednesday night bible study at this location for several months and would like to include a Sunday morning worship service. Wednesday night services presently have 15-20 people in attendance.

The building located at 115 Cynthia Street is in a C2 zoned district. This zoning does allow a conditional use.

As the attendance increases, there is a one-acre lot that adjoins this property that will be enhanced for additional parking.

Kathy Peace asked if Philadelphia Ministries had purchased the building or just leasing from the 4C's. Rev. Brown replied that Philadelphia Ministries has an indefinite lease or until the building is sold.

A public hearing was held and no opposition was expressed.

MOTION was made by Edward Taylor to recommend to the Mayor and Board of Aldermen to approve the request of a conditional use for Philadelphia Ministries to operate a church at 115 Cynthia Street. SECOND by Gayle Albritton. MOTION carried, none opposed.

IV. Other Business

There was no other business to discuss.

V. Confirmation of next meeting

Confirmation of the next Planning and Zoning Commission Meeting to be held on July 22, 2003 at 7:00 P.M. with the Informational Meeting set for 6:30 P.M.

VI. Adjournment

MOTION was made by Gayle Albritton to adjourn the meeting. SECOND by Lisa Jones. MOTION carried, none opposed.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 15, 2003 AGENDA ITEM N0. 8

CONSENT AGENDA: TO:

FOR: BOARD APPROVED

ACCT. NO: JUL 15 2003

INTRODUCED BY: CITY OF CLINTON

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Contractual Agreement & Payment Rates/Terms between State Fire Academy and City of Clinton

Introduced by: Darrel McQuirter, Fire Chief

BOARD ACTION: MOTION MADE BY: Touchton

SECONDED BY: Lott

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Brantley	✓		
Fisher	absent		
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.

STATE FIRE ACADEMY

A DIVISION OF THE MISSISSIPPI DEPARTMENT OF INSURANCE

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

WILLIAM C. WARREN
EXECUTIVE DIRECTOR

GEORGE DALE
COMMISSIONER OF INSURANCE

CONTRACTUAL AGREEMENT

This Agreement is entered into by and between the Mississippi State Fire Academy (MSFA) and **__CITY OF CLINTON FIRE DEPARTMENT___**(hereinafter referred to as "Customer").

1. CONTRACTING PARTIES:

Mississippi State Fire Academy
#1 Fire Academy - USA
Jackson, Mississippi 39208
tel. # 601-932-2444
fax.# 601-932-2819

FIN: 64-0440453
Contact: Reggie Bell
Title: Instructor Supervisor,
Extension Services Division

City of Clinton Fire Department
Attn: Mr. Barry Burnsides
1234 Clinton Raymond Road
Clinton, MS 39056
tel. # 601-924-2126
fax.#
FIN: _____ PO#:_____
Contact: Mr. Barry Burnsides
Title: Training Officer

2. DATE(S): **AUGUST 5, 6, 7, 2003**

3. SERVICES TO BE PROVIDED: **Academy staff is to provide the course of L. P. GAS TACTICS & LIVE FIRE/ off campus delivery. Course hours are 6 for each delivery. (6 contact hours).**

4. SCOPE OF SERVICE: **Academy staff is to provide the course of L. P. GAS TACTICS & LIVE FIRE DRILL/Off campus delivery on three (3) consecutive days. Course hours are 6 (6 contact hours). Customer is to provide: A suitable assembly area for anticipated class size for classroom delivery and Propane gas for live fire exercise.**

5. PAYMENT RATES AND TERMS: **Base fee of $1,000.00.** Invoice will be issued after completion of course delivery and due upon receipt.

6. RECORD RETENTION AND ACCESS TO RECORDS: MSFA will maintain and have available to Customer any supporting documents, statistical records, and all other records pertinent to the services being performed under this Agreement. Requests for official roll sheets, participant grades, billing information, etc., will be on Customers letterhead and made by an official of the organization only. These records will be maintained by MSFA for three (3) years. MSFA will treat all Customer data and information to which it has access by its performance under this Agreement as confidential to the extent that confidential treatment of same is required under federal and/or state law and will not disclose such data or information to a third party without specific written consent of Customer. This section will survive the termination or completion of this Agreement.

7. MODIFICATION OR AMENDMENT: Modifications, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement must be in writing, signed by both parties hereto, and attached to original contract.

8. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the above terms, covenants and conditions hereof will not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor will it be considered to be a modification of the terms of this Agreement.

Rev. 1-25-96

MISSISSIPPI FIRE ACADEMY
#1 FIRE ACADEMY U. S. A.
JACKSON, MISSISSIPPI 39208-9600
(601) 932-2444 FAX (601) 932-2819
E-mail: fireacademy@msfa.state.ms.us
Web: www.doi.state.ms.us/fa_home.htm

9. INSURANCE: Customer represents that it will maintain workers' compensation insurance as prescribed by law which will inure to the benefit of the Customer's personnel, as well as comprehensive general liability insurance. Customer will, upon request, furnish MSFA with a certificate of conformity providing the aforesaid coverage.
The Academy represents that it maintains workers' compensation insurance as prescribed by law which will insure to the benefit of Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Department of Insurance. The Department of Insurance is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund "provides protection for tort claims against state employees and agencies subject to terms and limitations established by law".

10. GOVERNING LAW: This Agreement will be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute will be Brandon, Rankin County, Mississippi. Customer expressly agrees that under no circumstances will MSFA be obligated to pay an attorney fee or cost of legal action to Customer.

11. COMPLIANCE WITH LAWS: MSFA will comply with all applicable laws, regulations, policies, and procedures of the United States or the State of Mississippi that may affect the performance of services under this Agreement. Specifically, but not limited to, MSFA will not discriminate against any employee nor will any parties be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

12. FACILITIES: A: On-Campus classes will be provided at the Mississippi Fire Academy, Rankin County. Classroom area and training facilities of the Academy will be used to fulfill the requirements of this contract.
B. Off-campus classes , Customer will be required to supply suitable classroom area, A/V support (such as TV, VCR, 35mm slide projector, etc.) When necessary, and appropriate, priorly approved field training areas. Strongly suggested, but not required, is an on-site visit to the Customer's training site by Academy instructional staff to determine adequately and proper training areas prior to the final contract being approved.

13. TERMINATION: This agreement may be terminated as follows:
A. TERMINATION UPON GOVERNMENTAL REDUCTION: This Agreement may be terminated in whole or in part by MSFA upon written notice to Customer, if MSFA should become the subject of governmental budgetary cuts, or if personnel cuts limit the amount of available manpower necessary to execute the contracted service; or,
B. TERMINATION FOR CONVENIENCE: Customer may terminate this agreement for any reason after giving written notice (facsimile acceptable) to MSFA of such termination and specifying the effective date thereof, at least ten (10) state business days before the effective date of the contract. MSFA will be paid for all services actually performed in connection with this Agreement prior to the termination; or,
C. TERMINATION FOR CAUSE: If through any cause, MSFA fails to fulfill in a timely and proper manner, its obligations under this Agreement, or if MSFA violates any of the terms or conditions of this Agreement, and that breach continues for thirty (30) days after MSFA receives written notification from Customer, then Customer will thereupon have the right to terminate this Agreement.

14. ENTIRE AGREEMENT: This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

State of Mississippi
Mississippi Fire Academy

By: Reggie Bell
Authorized Signature (either below)

Name/Title: Terry Ishee, Executive Director
, Instructor Chief
Reggie Bell, Instructor Supervisor
Pam Ladner, Branch Director

Date: JUNE 24, 2003

City of Clinton Fire Department
1234 Clinton Raymond Road
Clinton, MS 39056

Authorized Signature: Rosemary T. Huetman

Name/Title: Rosemary Huttman, Mayor

attest: W. Smith, City Clerk
Other Authorization:

Other Authorization:

Date: 7/25/2003

Rev. 1-25-98

STATE FIRE ACADEMY

A DIVISION OF THE MISSISSIPPI DEPARTMENT OF INSURANCE

WILLIAM C. WARREN
EXECUTIVE DIRECTOR

GEORGE DALE
COMMISSIONER OF INSURANCE

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

June 24, 2003

Mr. Barry Burnsides
Clinton Fire Department
1234 Clinton Raymond Road
Clinton, MS 39056

Dear Mr. Burnsides,

This letter is to acknowledge the conversation with you on June 23, 2003, concerning bringing one of the Academy's field programs to your location. Your assistance in bringing a Liquefied Petroleum Gas Seminar to your immediate area is appreciated and we are very happy to be able to bring this excellent training program to the firefighters of your community. The date of delivery is **AUGUST 5,6,7, 2003.**

Please be aware that the hosting department is required to supply the following for this class delivery:

1) a suitable assembly area for the anticipated class size for the classroom session the first night only, with reliable heating and cooling system and rest rooms

2) the liquefied petroleum gas used for the night burn (approximately 15 gallons, per person), also, the gas may be supplied from single or multiple vendors and it is extremely important that the persons supplying the gas for the vendors that night have better than average night vision. (1,000 gallons average)

3) an area for the night burn which should be a minimum of 250 x 250 feet, (void of electrical lines, light poles or any other object which may be effected by radiant heat), also for safety reasons, this area should be paved or concrete surface. Also, adequate parking space for students in the class. A visual inspection is required by the lead instructor prior to the night's classroom presentation

MISSISSIPPI FIRE ACADEMY
#1 FIRE ACADEMY U. S. A.
JACKSON, MISSISSIPPI 39208-9600
(601) 932-2444 FAX (601) 932-2819
E-mail: fireacademy@msfa.state.ms.us
Web: www.doi.state.ms.us/fa_home.htm

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

4) a reliable water source which should be able to supply 500 gallons per minute, minimum, with a residual pressure of 20 psi if attached to a public water supply (System should have been recently flow tested)

5) a reliable pumping apparatus with operational discharge and compound gauges, pressure relief valve and/or governor, and National Standard threads on the discharge outlet or suitable adapter. The apparatus operator should be extremely familiar with this apparatus

The Academy will bring the necessary training props, the hose needed from the pumper and the nozzles. Please be aware that a few people may be needed to assist our training staff by performing logistical support such as safety function or lighting the props for the repetitive training runs with students. A roll sheet containing student names, department and social security numbers will be taken so that the individuals will have their training hours documented with the Academy on their personal transcript.

If I may be of assistance to you in this or any other matter, please do not hesitate to call me.

Sincerely,

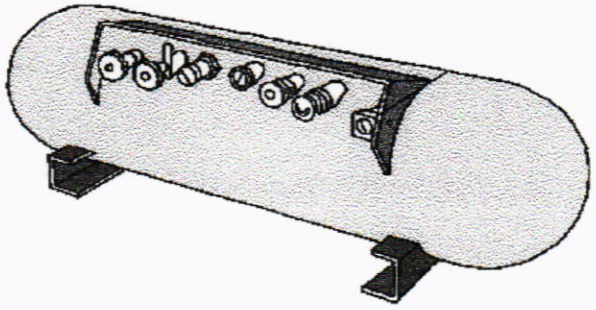
Reggie Bell
Instructor Supervisor
Extension Services Division

NEW TRAINING FIRES & EVOLUTIONS

L.P. GAS TACTICS & LIVE FIRE DRILL

EC 550

AUGUST 5,6,7, 2003 **CLINTON FIRE DEPT.**



No Registration Required

The LP-Gas class will prepare students for problems which may occur at transportation and fixed sites involving propane leaks. Students must furnish NFPA approved full protective clothing, including hood. (SCBA not required). **Only students who attend the classroom lecture the first night may participate in the live fire exercise the second night**. Attendance is open to all public emergency response personnel and personnel directly associated with delivery, storage, or transportation of L.P. Gas.

MISSISSIPPI STATE FIRE ACADEMY

DIVISION OF THE DEPARTMENT OF INSURANCE

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: July 15, 2003 Agenda Item No. 9

Consent Agenda: To:
For:

Account No.

Discussion/Action: Proposed amendment to Neel-Schaffer contract for Northside Drive Corridor Engineering Services

BOARD APPROVED

Introduced by: Richard Broome JUL 15 2003 Telephone No.924-5462

CITY OF CLINTON

Exhibits for Review:

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

Recommendation:

Board Action: Motion made by: Brantley
Seconded by: Brabham

Vote Cast:	"Aye":	"Nay":	Action Taken:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Brantley	✓		
Fisher	Absent		
Touchton	✓		
Lott	✓		
Mayor Aultman			

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

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

June 17, 2003

DRAFT

The Honorable Rosemary Aultman
Mayor, City of Clinton
P.O. Box 156
Clinton, MS 39060

REFERENCE: NORTHSIDE DRIVE IMPROVEMENTS
PHASE 2 (DESIGN AND RIGHT-OF-WAY SERVICES)
CITY OF CLINTON, MISSISSIPPI

Dear Mayor Aultman:

According to the agreement dated January 5, 2001, Neel-Schaffer is submitting a Scope of Work and estimated fee for completing preliminary design, right-of-way plans, right-of-way services, final contract plans, advertising, and bidding projects as stipulated in Exhibit B, Scope of Design Phase Services.

The attached Scope of Work outlines the work tasks to be accomplished for each of three projects: 1) Arrow Drive, 2) Northside Drive @ Cynthia Road, and 3) Northside Drive from the Natchez Trace Parkway through Old Vicksburg Road and the attached Exhibits E-2 reflect the estimated fees. The third project will only be partially completed in order to stay within the funds the city has available (approximately $495,000).

Your approval will serve as our notice to proceed.

Sincerely,

NEEL-SCHAFFER, INC.

Mark G. Bailey, P.E.
Vice President
Manager, Transportation Engineering

ble

APPROVED:_____ DATE:_____
Rosemary Aultman, Mayor

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

PHASE 2
NORTHSIDE DRIVE, PINEHAVEN DRIVE, ARROW DRIVE
DESIGN AND RIGHT-OF-WAY SERVICES
SCOPE OF WORK

Project[1]	**Work Tasks**	**Fee Estimate**[2]	**Estimated Schedule**[3], [4]
Arrow Drive	Survey Preliminary Engineering Geotechnical Right-of-way Services Final Plans Advertise and Bid	$133,182.12	By December 31, 2003 (20 Weeks)
Northside Drive & Cynthia Road	Survey Preliminary Engineering Geotechnical Right-of-way Services Final Plans Advertise and Bid	$169,326.18	By April 30, 2004 (39 Weeks)
Northside Drive from Natchez Trace Parkway to Old Vicksburg Road plus Pinehaven Drive from Northside Drive to Avondale Drive	Survey Preliminary Engineering (30% complete design plans) Geotechnical	$192,491.70	By August 30, 2004 (56 Weeks)
	TOTAL	$495,000.00	

[1]Projects are shown in priority order.

[2]This is a maximum fee for each project. Each project will be tracked separately but combined in invoice to the city to reflect the $495,000 total. The payments to Neel-Schaffer will be on a cost plus fixed fee basis.

[3]Schedule can be impacted by length of time to acquire rights-of-way.

[4]The estimated times represent the time to complete the plans specifications and estimate package (PS&E) and do not include time for MDOT approvals, advertising, bidding, and awarding construction projects.

EXHIBIT E-2

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

Northside Drive Corridor
Arrow Drive
Clinton, Mississippi

ENGINEERING AND RIGHT OF WAY SERVICES COST ESTIMATE
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding
Plus Subconsultants Work beyond Basic Services

CLASSIFICATION	ESTIMATED LABOR (HR)	ESTIMATED LABOR RATE	COSTS
Officer	57	$ 42.42	$ 2,417.94
Senior Project Manager	246	$ 32.60	$ 8,019.60
Assistant Engineer	334	$ 25.00	$ 8,350.00
Designer	142	$ 30.00	$ 4,260.00
Technician	424	$ 17.00	$ 7,208.00
Administrative Assistant	47	$ 15.50	$ 728.50

Total Direct Labor Cost		$ 30,984.04
Labor Mark Up (Labor, OH, Profit)		$ 92,952.12
Direct Expenses		
Reproductions 800 Sheets x $1.00/Sheet	$ 800.00	
Copies, Exhibits, Supplies	$ 700.00	
Telephone	$ 50.00	
Mileage 400 x $0.325/ mile	$ 130.00	
TOTAL DIRECT EXPENSES		$ 1,680.00
Subtotal - Roadway Plans		$ 94,632.12
Geotechnical Services (Geoscience Engineers)		$ 3,950.00
Right of Way Procurement/Relocation Services (Right of Way Technology, Inc.)		$ 2,900.00
Survey (Maptech, Inc)-Design Survey		$ 28,900.00
Survey (Maptech, Inc)- Property Plat and Descriptions		$ 2,800.00
Subtotal-Other Services		$ 38,550.00
TOTAL ENGINEERING AND RIGHT OF WAY FEE		$ 133,182.12

Note: Right of Way and Survey Property Plat and Description Services estimates are based on 2 parcels. The costs are based on an amount per parcel and these fees may vary if more or less parcels are needed. The total number of parcels needed will not be determined until preliminary plans are completed.

EXHIBIT E-1

Northside Drive Corridor
Arrow Drive
Clinton, Mississippi

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

LABOR ESTIMATE - ROADWAY
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding

Task No.	Task	Officer	Senior Project Manager	Asst. Engineer	Designer	Technician	Clerical	Total
2.1	Preliminary Engineering							
2.1.1	Kickoff meeting	4	4	4	0	0	2	14
2.1.2	Assemble and review pertinent data	0	4	4	0	4	0	12
2.1.3	Design survey, including utilities	2	4	2	0	0	1	9
2.1.4	Geotechnical analysis	2	4	0	0	0	0	6
2.1.5	Prepare preliminary plans	8	40	120	50	200	0	418
2.1.6	Prepare MDOT forms, PAR and RWD-700, and supporting documentation	2	8	16	0	16	4	46
2.1.7	Develop criteria for rights-of-away, and easements	0	4	0	16	0	0	20
2.1.8	Exception to Design Standards if necessary	0	2	2	0	0	2	6
2.1.9	Utility adjustments	0	8	20	0	20	0	48
2.1.10	Detailed design and construction drawings, pavement design and earthwork estimates	0	12	12	12	24	0	60
2.1.11	Preliminary quantities and opinion of construction costs	0	2	8	8	8	2	28
2.1.13	Submit plans to OWNER for review	0	2	2	0	4	1	9
2.1.14	Modify to reflect OWNER comments	0	6	12	12	12	0	42
2.1.15	Conduct title searches and prepare property plats and descriptions	0	2	2	0	0	1	5
2.1.16	Plan-in-hand inspection with OWNER	4	6	6	0	6	1	23
	SUBTOTAL -PRELIMINARY ENGINEERING	22	108	210	98	294	14	746
2.2	Final Contract Plans							
2.2.1	Prepare Office Review Plans and Contract Documents	8	60	60	24	80	6	238
2.2.2	Participate in an office review with OWNER	2	4	6	0	0	1	13
2.2.3	Coordination with utilities on relocations	0	2	0	0	0	0	2
2.2.4	Project notebook with design calculations etc.	9	2	8	0	0	2	21
2.2.6	Prepare appraisals, legal instruments, property negotiations	0	4	0	0	0	1	5
2.2.7	Revise opinion of construction costs	0	2	4	4	4	2	16
2.2.8	Submit PS&E package to OWNER for review	2	6	12	0	20	2	42
2.2.11	Prepare the final changes to the PS&E package	2	8	8	16	24	2	60

Northside Drive Corridor
Arrow Drive
Clinton, Mississippi

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

LABOR ESTIMATE - ROADWAY
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding

Task No.	Task	Officer	Senior Project Manager	Asst. Engineer	Designer	Technician	Clerical	Total
2.2.12	Submit the final PS&E package to MDOT for project authorization	0	8	0	0	0	1	9
	SUBTOTAL - FINAL CONTRACT PLANS	23	96	98	44	128	17	406
3.0	Advertising and Bidding							
3.1	Issue contract documents to prospective bidders	0	0	6	0	2	4	12
3.2	Prepare and issue addenda as needed	0	4	0	0	0	1	5
3.3	Provide information to potential bidders	0	4	4	0	0	1	9
3.4	Conduct a prebid conference if requested by OWNER	2	2	2	0	0	2	8
3.5	Attend bid opening, prepare bid tabulation, review bids and make a recommendation to the OWNER to award contract	2	4	4	0	0	0	10
3.6	Assist the OWNER in documents necessary to award the bid and gain approval by MDOT	0	4	2	0	0	2	8
	SUBTOTAL - ADVERTISING/BIDDING	4	18	18	0	2	10	52
4.0	Reporting							
4.1	Preparing monthly engineering estimates and progress reports	4	16	0	0	0	4	24
4.2	Progress meetings and minutes	4	8	8	0	0	2	22
	TOTAL HOURS	57	246	334	142	424	47	1250

EXHIBIT E-2

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

Northside Drive Corridor
Northside Drive at Cynthia Road
Clinton, Mississippi

ENGINEERING AND RIGHT OF WAY SERVICES COST ESTIMATE
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding
Plus Subconsultants Work beyond Basic Services

CLASSIFICATION	ESTIMATED LABOR (HR)	ESTIMATED LABOR RATE	COSTS
Officer	48	$ 42.42	$ 2,036.16
Senior Project Manager	304	$ 32.60	$ 9,910.40
Assistant Engineer	486	$ 25.00	$ 12,150.00
Designer	142	$ 30.00	$ 4,260.00
Technician	548	$ 17.00	$ 9,316.00
Administrative Assistant	49	$ 15.50	$ 759.50

Total Direct Labor Cost		$ 38,432.06
Labor Mark Up (Labor, OH, Profit)		$ 115,296.18
Direct Expenses		
Reproductions 800 Sheets x $1.00/Sheet	$ 800.00	
Copies, Exhibits, Supplies	$ 500.00	
Telephone	$ 50.00	
Mileage 400 x $0.325/ mile	$ 130.00	
TOTAL DIRECT EXPENSES		$ 1,480.00
Subtotal - Roadway Plans		$ 116,776.18
Geotechnical Services (Geoscience Engineers)		$ 4,450.00
Right of Way Procurement/Relocation Services (Right of Way Technology, Inc.)		$ 15,500.00
Survey (Maptech, Inc)-Design Survey		$ 18,600.00
Survey (Maptech, Inc)- Property Plat and Descriptions		$ 14,000.00
Subtotal - Other services		$ 52,550.00
TOTAL ENGINEERING AND RIGHT OF WAY FEE		$ 169,326.18

Note: Right of Way and Survey Property Plat and Description Services estimates are based on 10 parcels. The costs are based on an amount per parcel and these fees may vary if more or less parcels are needed. The total number of parcels needed will not be determined until preliminary plans are completed.

EXHIBIT E-1

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

Northside Drive Corridor
Northside Drive at Cynthia Road
Clinton, Mississippi

LABOR ESTIMATE - ROADWAY
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding

Task No.	Task	Officer	Senior Project Manager	Asst. Engineer	Designer	Technician	Clerical	Total
2.1	Preliminary Engineering							
2.1.1	Kickoff meeting	4	4	4	0	0	2	14
2.1.2	Assemble and review pertinent data	0	4	4	0	4	0	12
2.1.3	Design survey, including utilities	2	8	2	0	0	1	13
2.1.4	Geotechnical analysis	2	8	0	0	0	0	10
2.1.5	Prepare preliminary plans	8	40	120	50	200	0	418
2.1.6	Prepare MDOT forms, PAR and RWD-700, and supporting documentation	2	8	16	0	16	4	46
2.1.7	Develop criteria for rights-of-away, and easements	0	4	0	16	0	0	20
2.1.8	Exception to Design Standards if necessary	0	2	2	0	0	2	6
2.1.9	Utility adjustments	0	24	80	0	80	0	184
2.1.10	Detailed design and construction drawings, pavement design and earthwork estimates	0	12	12	12	24	0	60
2.1.11	Preliminary quantities and opinion of construction costs	0	2	8	8	8	2	28
2.1.13	Submit plans to OWNER for review	0	2	2	0	4	1	9
2.1.14	Modify to reflect OWNER comments	0	6	12	12	12	0	42
2.1.15	Conduct title searches and prepare property plats and descriptions	0	4	12	0	0	1	17
2.1.16	Plan-in-hand inspection with OWNER	4	12	12	0	12	1	41
	SUBTOTAL -PRELIMINARY ENGINEERING	22	140	286	98	360	14	920
2.2	Final Contract Plans							
2.2.1	Prepare Office Review Plans and Contract Documents	8	40	60	24	80	6	218
2.2.1.1	Prepare utiity plans	0	12	40	0	40	0	92
2.2.2	Participate in an office review with OWNER	2	6	10	0	6	1	25
2.2.3	Coordination with utilities on relocations	0	10	20	0	0	0	30
2.2.3.1	NPDES and 404 permits	0	24	6	0	12	2	44
2.2.4	Project notebook with design calculations etc.	0	2	8	0	0	2	12
2.2.6	Prepare appraisals, legal instruments, property negotiations	0	4	6	0	0	1	11
2.2.7	Revise opinion of construction costs	0	2	4	4	4	2	16
2.2.8	Submit PS&E package to OWNER for review	2	6	12	0	20	2	42
2.2.11	Prepare the final changes to the PS&E package	2	8	8	16	24	2	60

Northside Drive Corridor
Northside Drive at Cynthia Road
Clinton, Mississippi

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JUL 15 2003

CITY OF CLINTON

LABOR ESTIMATE - ROADWAY

BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding

Task No.	Task	Officer	Senior Project Manager	Asst. Engineer	Designer	Technician	Clerical	Total
2.2.12	Submit the final PS&E package to MDOT for project authorization	0	8	0	0	0	1	9
	SUBTOTAL - FINAL CONTRACT PLANS	14	122	174	44	186	19	559
3.0	Advertising and Bidding							
3.1	Issue contract documents to prospective bidders	0	0	6	0	2	4	12
3.2	Prepare and issue addenda as needed	0	4	0	0	0	1	5
3.3	Provide information to potential bidders	0	4	4	0	0	1	9
3.4	Conduct a prebid conference if requested by OWNER	2	2	2	0	0	2	8
3.5	Attend bid opening, prepare bid tabulation, review bids and make a recommendation to the OWNER to award contract	2	4	4	0	0	0	10
3.6	Assist the OWNER in documents necessary to award the bid and gain approval by MDOT	0	4	2	0	0	2	8
	SUBTOTAL - ADVERTISING/BIDDING	4	18	18	0	2	10	52
4.0	Reporting							
4.1	Preparing monthly engineering estimates and progress reports	4	16	0	0	0	4	24
4.2	Progress meetings and minutes	4	8	8	0	0	2	22
	TOTAL HOURS:	48	304	486	142	548	49	1577

EXHIBIT E-2

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

Northside Drive Corridor
Northside Drive from the NTP to Old Vicksburg Rd.
Clinton, Mississippi

ENGINEERING AND RIGHT OF WAY SERVICES COST ESTIMATE
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding
Plus Subconsultants Work beyond Basic Services

CLASSIFICATION	ESTIMATED LABOR (HR)	ESTIMATED LABOR RATE	COSTS
Officer	70	$ 42.42	$ 2,969.40
Senior Project Manager	840	$ 32.60	$ 27,384.00
Assistant Engineer	1388	$ 25.00	$ 34,700.00
Designer	752	$ 30.00	$ 22,560.00
Technician	1618	$ 17.00	$ 27,506.00
Administrative Assistant	76	$ 15.50	$ 1,178.00

Total Direct Labor Cost		$ 116,297.40
Labor Mark Up (Labor, OH, Profit)		$ 348,892.20
Direct Expenses		
Reproductions 1500 Sheets x $1.00/Sheet	$ 1,500.00	
Copies, Exhibits, Supplies	$ 750.00	
Telephone	$ 50.00	
Mileage 800 x $0.325/ mile	$ 260.00	
TOTAL DIRECT EXPENSES		$ 2,560.00
Subtotal - Roadway Plans		$ 351,452.20
Geotechnical Services (Geoscience Engineers)		$ 10,500.00
Right of Way Procurement/Relocation Services (Right of Way Technology, Inc.)		$ 100,750.00
Survey (Maptech, Inc)-Design Survey		$ 42,400.00
Survey (Maptech, Inc)- Property Plat and Descriptions		$ 71,000.00
Subtotal of other services		$ 224,650.00
TOTAL ENGINEERING AND RIGHT OF WAY FEE		$ 576,102.20

Note: Right of Way and Survey Property Plat and Description Services estimates are based on 65 parcels. The costs are based on an amount per parcel and these fees may vary if more or less parcels are needed. The total number of parcels needed will not be determined until preliminary plans are completed.

EXHIBIT E-1

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

Northside Drive Corridor
Northside Drive from the NTP to Old Vicksburg Rd.
Clinton, Mississippi

LABOR ESTIMATE - ROADWAY
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding

Task No.	Task	Officer	Senior Project Manager	Asst. Engineer	Designer	Technician	Clerical	Total
2.1	Preliminary Engineering							
2.1.1	Kickoff meeting	4	4	4	0	0	2	14
2.1.2	Assemble and review pertinent data	0	4	12	4	8	0	28
2.1.3	Design survey, including utilities	2	12	6	20	0	1	41
2.1.4	Geotechnical analysis	2	12	6	0	0	0	20
2.1.5	Prepare preliminary plans	8	120	360	360	560	0	1408
2.1.6	Prepare MDOT forms, PAR and RWD-700, and supporting documentation	2	16	20	0	24	4	66
2.1.7	Develop criteria for rights-of-away, and easements	0	4	4	16	0	0	24
2.1.8	Exception to Design Standards if necessary	0	8	8	0	8	2	26
2.1.9	Utility adjustments	0	120	240	0	240	2	602
2.1.10	Detailed design and construction drawings, pavement design and earthwork estimates	0	12	30	30	24	0	96
2.1.11	Preliminary quantities and opinion of construction costs	2	8	16	16	24	4	70
2.1.13	Submit plans to OWNER for review	0	2	4	0	6	1	13
2.1.14	Modify to reflect OWNER comments	0	6	12	12	12	0	42
2.1.15	Conduct title searches and prepare property plats and descriptions	0	16	16	0	16	1	49
2.1.16	Plan-in-hand inspection with OWNER	6	18	18	0	12	2	56
	SUBTOTAL -PRELIMINARY ENGINEERING	26	362	756	458	934	19	2555
2.2	Final Contract Plans							
2.2.1	Prepare Office Review Plans and Contract Documents	8	140	240	240	400	12	1040
2.2.1.1	Prepare utiity plans	0	20	80	0	80	0	180
2.2.2	Participate in an office review with OWNER	4	12	16	0	16	1	49
2.2.3	Coordination with utilities on relocations	0	20	24	0	0	2	46
2.2.3.1	NPDES and 404 permits	0	40	12	0	32	2	86
2.2.4	Project notebook with design calculations etc.	0	8	24	20	12	2	66
2.2.6	Prepare appraisals, legal instruments, property negotiations	12	80	80	0	12	4	188
2.2.7	Revise opinion of construction costs	0	4	12	4	12	2	34
2.2.8	Submit PS&E package to OWNER for review	2	6	12	0	20	2	42
2.2.11	Prepare the final changes including utilities to the PS&E package	2	40	80	30	80	2	234

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JUL 15 2003

CITY OF CLINTON

Northside Drive Corridor
Northside Drive from the NTP to Old Vicksburg Rd.
Clinton, Mississippi

LABOR ESTIMATE - ROADWAY
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding

Task No.	Task	Officer	Senior Project Manager	Asst. Engineer	Designer	Technician	Clerical	Total
2.2.12	Submit the final PS&E package to MDOT for project authorization	0	8	8	0	12	1	29
	SUBTOTAL - FINAL CONTRACT PLANS	28	378	588	294	676	30	1994
3.0	Advertising and Bidding							
3.1	Issue contract documents to prospective bidders	0	4	2	0	6	4	16
3.2	Prepare and issue addenda as needed	0	4	8	0	2	2	16
3.3	Provide information to potential bidders	0	8	8	0	0	1	17
3.4	Conduct a prebid conference if requested by OWNER	2	4	2	0	0	2	10
3.5	Attend bid opening, prepare bid tabulation, review bids and make a recommendation to the OWNER to award contract	2	8	8	0	0	0	18
3.6	Assist the OWNER in documents necessary to award the bid and gain approval by MDOT	0	8	4	0	0	2	14
	SUBTOTAL - ADVERTISING/BIDDING	4	36	32	0	8	11	91
4.0	Reporting							
4.1	Preparing monthly engineering estimates and progress reports	8	40	0	0	0	12	60
4.2	Progress meetings and minutes	4	24	12	0	0	4	44
	TOTAL HOURS	70	840	1388	752	1618	76	4744

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JUL 15 2003

CITY OF CLINTON

GeoScience

ENGINEERS, LLC

2941 FLEETBROOK DRIVE
MEMPHIS, TENNESSEE 38116

GEOTECHNICAL AND GEOENVIRONMENTAL CONSULTANTS

POST OFFICE BOX 9144
JACKSON, MISSISSIPPI 39286

TELEPHONE: (901) 396-3055
FACSIMILE: (901) 396-3065

TELEPHONE: (601) 956-0851
FACSIMILE: (601) 956-1116

May 13, 2003

Neel-Schaffer, Inc.
Post Office Box 22625
Jackson, Mississippi 39225-2625

Attention: Mr. Mark Bailey, P.E.

Re: Geotechnical Investigation
Northside Drive 5 Lane Improvements
Clinton, Mississippi

Gentlemen:

GeoScience Engineers, LLC (GeoScience) is pleased to submit this proposal to provide geotechnical engineering services to Neel-Schaffer, Inc. related to the Northside Drive 5 Lane Improvement in Clinton, Mississippi. This proposal was requested by Mr. Mark Bailey, P.E. on May 5, 2003.

Project Description

Based on information provided by Neel-Schaffer, Inc., it is our understanding that the 5 Lane Improvement of Northside Drive in Clinton, Mississippi would involve several components. These components are listed as follows:

1. Arrow Drive. This component includes a new roadway that extends from Soccer Drive to Arrow Drive at Clinton High School. The length of new 2-lane roadway is about 2,700 feet.

2. Cascades and Cynthia Drive. This component includes the possible relocation of the intersection of Cynthia Drive to the east of the present location and widening of the existing right-of-way to increase the number of lanes from 2 to 5 on Northside Drive. Pavement cores would be taken in the existing pavement for engineering evaluation of the existing pavement system.

3. Shady Glenn Drive to the Natchez Trace. This component includes a portion of Northside Drive that begins at Shady Glenn Drive and extends to the west to the Natchez Trace. This portion of Northside Drive has a length of about 9,300 feet and includes intersections with Vicksburg Road, Cynthia Drive, Berkshire, and Pinehaven Road. Further, a box culvert is located near the intersection with Berkshire. Borings would be taken near the intersections of Northside with

Vicksburg Road and with Pinehaven. This component consists of widening of the existing right-of-way to increase the number of lanes from 2 to 5. Pavement cores would be taken in the existing pavement for engineering evaluation of the existing pavement system.

The purpose of this investigation would be to determine the existing soil and pavement conditions at several locations within the project described here. Results of this investigation would provide the basis for our guideline recommendations.

Proposed Work Scope

The geotechnical investigation proposed for this project would include the following:

a. Site reconnaissance: The alignments affected by this project would be observed to document physical conditions pertinent to the geotechnical investigation.

b. Field Investigation: A total of 33 shallow hand auger soil borings would be drilled and sampled. The borings would extend to depths that range from 6 to 15 feet. The distribution of the borings within the various components of the project is presented in the following table.

Proposed Boring Program		
Component	**Undisturbed Sampling**	**Disturbed Sampling**
Arrow Drive	2 to 15 ft.	4 to 6 ft.
Cascades & Cynthia	---	6 to 6 ft.
Shady Glenn to Natchez Trace	3 to 15 ft.	18 to 6 ft.

Subgrade strength at 33 boring locations would be evaluated using a dynamic cone penetrometer (DCP). Results of the DCP soundings would be used to calculate bearing ratios or CBR values for pavement design. The existing pavement would be evaluated at 28 locations by taking cores of the pavement. This cores would be retained for measurement and photographed for record purposes.

c. Laboratory Testing: The engineering properties of selected soil samples would be determined by means of geotechnical laboratory testing. Laboratory tests would include Atterberg limit, grain size analysis, and moisture content determinations.

d. Engineering and Reporting: After review of field and laboratory information, engineering analyses would be performed and the findings of the investigation would be reported in an engineering report along with our conclusions and recommendations.

Procedures

GeoScience has developed standard procedures for soil borings associated with investigations of this type. Attachment A is provided to document these procedures.

Laboratory tests would be conducted to determine the, plasticity characteristics, and natural moisture contents of the soils encountered. Laboratory tests that would be performed for this project include Atterberg limits, grain-size analyses, and natural water content determinations. These tests would be completed using recognized ASTM, AASHTO, and MDOT standards and procedures in our laboratory facility. Results of these laboratory tests would be included in the engineering report prepared for this project.

After the field and laboratory phases of this investigation have been completed, an engineering report would be prepared to present the results of this study. The engineering report would include graphical logs of the soil borings, summary of pavement sections revealed through the pavement cores, results of DCP soundings, results of all field and laboratory soils tests, generalized soils profiles across the site, and other appropriate illustrations. Further, this report would include pavement design for Northside Drive, Arrow Drive and Cynthia Drive and recommendations regarding pavement overlay of existing pavements.

Fees

An estimate of fees for this project has been developed using our standard fee schedule. Based upon the work scope and procedures stated herein and our understanding of the site conditions, we believe the costs of this investigation would be as follows:

Arrow Drive		$3,950
Northside at Cascades		$4,450
Northside to Natchez Trace		$10,500
	Total	$18,800

These cost estimates assume that the site is accessible with our field exploration with only minimal difficulty. Further, this estimate includes the cost of traffic safety measures that will be required to protect our employees and the driving public.

The estimated cost for this investigation does not account for contingencies which might be encountered during the field investigation. These contingencies might include the need to deepen

some of the borings or to use special equipment to complete the borings. In the event that this special equipment becomes necessary or if unusual conditions requiring deeper borings were encountered, we would contact you to secure your approval prior to proceeding.

Schedule

The field investigation phase of this study could be initiated within about 1 week of your notice to proceed and would require about 8 days to complete. A completed engineering report could be submitted to you approximately 3 weeks after completion of the field investigation. Preliminary recommendations could be provided upon your request.

Contractual Considerations

In lieu of a more formal contract, this letter, Attachment A (Standard Procedures for Soil Borings) and Attachment B (General Conditions for Engineering Services) can be used as a written agreement of the work scope, schedule, and fees. This document is provided to you in duplicate. Please have the person responsible for payment sign and return an acknowledgment copy of this proposal for our files, or issue a purchase order reflecting its terms.

We appreciate the opportunity to submit this proposal. If we can answer any questions or provide any additional information, please call on us.

Very Truly Yours,
GeoScience Engineers, LLC
Charles W. Davis
for

Eugene G. Wardlaw, P.E.

EGW
Copies Submitted: 2
Attachments
q:\proposal\2003\May\Northside5.p.wpd

Accepted By: _____

Date: _____

GeoScience
ENGINEERS LLC

Attachment A
Standard Procedures for Soil Borings

The following paragraphs provide information regarding standard procedures utilized by GeoScience Engineers, LLC for soil borings associated with geotechnical investigations. Where applicable, references to ASTM procedures are made. These references provide more thorough explanation of procedures. In some cases ASTM procedures are modified to accommodate local conditions and practices. Field data collected and soil classifications are reported on the soil boring log.

Boring Advancement

Soil borings are advanced using rotary drilling methods. Auger procedures are used where possible to allow observation of groundwater. In unstable soils and below groundwater the borings are advanced using a rotary wash procedure to stabilize and to flush cuttings from the boring.

Groundwater Observations

During the advancement of soil borings, fluid levels in the borings are monitored to detect the presence of groundwater or subsurface seepage water. Observations are made in general accordance with ASTM D 4750. Typically, the depth that free water is originally encountered and the short term rise characteristics are noted. In some cases, long term levels are noted.

Soil Sampling - Auger Samples

Auger samples are collected as a cost-effective method to obtain samples for classification and moisture content determination purposes. Disturbed samples are obtained directly from the auger in general accordance with ASTM D 1452. The samples are classified in general accordance with ASTM D 2488 and placed in protective containers for return to the laboratory.

Soil Sampling - Undisturbed Samples

Representative undisturbed samples of cohesive and semi-cohesive soils are obtained by pushing a 3 inch outer diameter, Shelby tube sampler a distance of 2 feet into the soil in general accordance with ASTM D1587. The Shelby tube is removed from a boring, and the soil sample is extruded in the field. The extruded sample is classified in general accordance with ASTM D2488. A representative portion of the undisturbed sample is selected and sealed with melted paraffin in a cylindrical cardboard container to minimize moisture loss and disturbance during transport to the laboratory. Another portion of the undisturbed sample is typically sealed a glass jar for mimimization of moisture loss during transport to the laboratory.

Soil Sampling - Standard Penetration Test

Representative disturbed samples of cohesionless soils are obtained from borings by driving a two inch outer diameter, split-spoon sampler a distance of 18 inches into the soil with a 140-lb hammer falling a distance of 30 inches in general accordance with ASTM D 1586. The number of blows required to drive the sampler through the three, 6 inch penetration increments is recorded and the final two increments are summed and listed as the standard penetration resistance in blows per foot.

After the penetration test is performed, the split-spoon sampler is removed from the boring and the sample is classified in general accordance with ASTM D2488. A representative portion of the soil is sealed in a glass jar for minimization of moisture loss during transport to the laboratory. placed in a protective container for return to the laboratory and possible testing.

Boring Abandonment

Upon completion of the boring, the hole is sealed. The boring is typically sealed with bentonite pellets and soil cuttings. In some cases, the borings are sealed with a cement/bentonite slurry which is pumped into the boring. The sealing method is documented on the soil boring log.

GeoScience
ENGINEERS LLC

Attachment B
General Conditions for Engineering Services

Right of Entry

The Client will provide right-of-entry for GeoScience Engineers, LLC, herein referred to as Consultant, in order to complete the work. While all reasonable precautions will be taken by Consultant to minimize damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

Terms of Payment

Payment is due upon presentation of invoice and is past due 30 days from invoice date. Client agrees to pay a finance charge of 1.5% per month on past due accounts. If the invoice becomes 60 days past due, Consultant can turn the account over to an attorney for collection and Client will pay any and all fees associated with collection.

Disputes

In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including but not limited to staff time, court costs, attorney's fees, expert fees, and other claim related expenses.

Variable Conditions

Subsurface conditions may vary from those encountered at the location where Consultant collects field data. Interpretations and recommendations are based solely on the data collected and the project information furnished to Consultant. Consultant will be responsible for those data, interpretations, and recommendations, but shall not be responsible for variations which are subsequently found to exist at the site.

The data collected, interpretations, and recommendations provided under this agreement are for the exclusive use of the Client or his authorized agent for specific application to the project as described by this proposal Consultant will maintain no responsibility for use of the data, interpretations or opinions by others, or for any other project.

Standard of Care and Limitations of Liability

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Consultant's liability to any parties arising from our professional acts, errors or omissions, will be limited such that Consultant's total aggregate liability to all those named shall not exceed twice our total fees for that project. In the event Client wishes to increase these liability limits, this request should be submitted in writing to Consultant.

Insurance

Consultant, it agents, staff and consultants employed are protected by workmen compensation insurance and maintain such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its agents, staff and other consultants employed by it.

Document and Sample Control

In the event Consultant collects samples for our testing purposes, Consultant will retain all samples collected under this agreement for a period of at least 35 days after collection; however, samples remain property of the Client. At time of sample disposal, Consultant retains the right to return samples to Client for disposal should any hazardous substances by detected or suspected. Otherwise, upon completion of the retention period, Consultant will dispose of samples as normal solid waste to an authorized, permitted solid waste landfill.

Consultant will retain written correspondence to Client or other agencies on behalf of Client for a period of at least two years after correspondence initiation. Consultant retains the right to utilize the sample data, evaluations and other correspondence for our benefit on similar projects. In consideration of this right, Consultant agrees to maintain Client confidentiality without expressed consent of Client to the contrary.

RIGHT OF WAY TECHNOLOGY, INC.

212 WILLIAM DRIVE, CLINTON, MS 39056
TEL/FAX: (601) 924-4373 TOLL FREE: 800-370-0255-01

May 19, 2003

Mr. Mark Bailey
Neel-Schaffer, Inc.
666 North Street
Jackson, MS 39202

Re: Right of Way Services Estimate, City of Clinton Projects

Dear Mr. Bailey:

Following is an estimate of the approximate cost for right of way services for the three (3) City of Clinton projects:

Project No. 1, Arrow Drive:	**2 Parcels**	**$2,900.00**
Title Investigations and Reports:	2 Parcels @ $150	$300.00
Appraisals:	2 Parcels @ $500	$1,000.00
Review Appraisals:	2 Parcels @ $200	$400.00
Acquisitions:	2 Parcels @ $600	$1,200.00
Project No. 2, Northside Drive, Cascades:	**10 Parcels**	**$15,500.00**
Title Investigations and Reports:	10 Parcels @ $150	$1,500.00
Appraisals:	10 Parcels @ $400	$4,000.00
Review Appraisals:	10 Parcels @ $200	$2,000.00
Acquisitions:	10 Parcels @ $800	$8,000.00

Includes:

1. Negotiations
2. Preparation of Legal Documents: Warranty Deeds, Temporary Easements, Partial Releases, etc.
3. Clearing Title of all Liens and Encumbrances (Partial Release Fees not included)
4. Recommendation of Condemnation, if Necessary
5. Preparation of Progress Reports and Attending Meetings.

Project No. 3, Northside Dr., Shady Glen to Trace:	**65 Parcels**	**$100,750.00**
Title Investigation and Reports	65 Parcels @ $150	$9,750.00
Appraisals:	65 Parcels @ $400	$26,000.00
Review Appraisals:	65 Parcels @ $200	$13,000.00
Acquisitions: (Includes all of the above)	65 Parcels @ $800	$52,000.00

This is a ball park estimate as to the number of parcels affected and the costs and could change after the final right of way plans are developed. However, this estimate should be close as to the cost per parcel.

Sincerely,

Travis E. Dye

RIGHT OF WAY TECHNOLOGY, INC.

212 WILLIAM DRIVE, CLINTON, MS 39056
TEL/FAX: (601) 924-4373 TOLL FREE: 800-370-0255-01

May 19, 2003

Mr. Mark Bailey
Neel-Schaffer, Inc.
666 North Street
Jackson, MS 39202

Re: Right of Way Services Estimate, City of Clinton Projects

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Title Investigations and Reports:	2 Parcels @ $150	$300.00
Appraisals:	2 Parcels @ $500	$1,000.00
Review Appraisals:	2 Parcels @ $200	$400.00
Acquisitions:	2 Parcels @ $600	$1,200.00

Project No. 2, Northside Drive, Cascades:	**10 Parcels**	**$15,500.00**
Title Investigations and Reports:	10 Parcels @ $150	$1,500.00
Appraisals:	10 Parcels @ $400	$4,000.00
Review Appraisals:	10 Parcels @ $200	$2,000.00
Acquisitions:	10 Parcels @ $800	$8,000.00

Includes:

1. Negotiations
2. Preparation of Legal Documents: Warranty Deeds, Temporary Easements, Partial Releases, etc.
3. Clearing Title of all Liens and Encumbrances (Partial Release Fees not included)
4. Recommendation of Condemnation, if Necessary
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Review Appraisals:	65 Parcels @ $200	$13,000.00
Acquisitions: (Includes all of the above)	65 Parcels @ $800	$52,000.00

This is a ball park estimate as to the number of parcels affected and the costs and could change after the final right of way plans are developed. However, this estimate should be close as to the cost per parcel.

Sincerely,

Travis E. Dye

Travis E. Dye

MAPTECH, INC.

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May 5, 2003

Mr. Mark Bailey, P.E., V.P.
Neel-Schaffer, Inc.
666 North Street, Suite 201
Jackson, MS 39202

Re: Mapping Services for Arrow
Drive Extension in Clinton
Hinds County, Mississippi
(Maptech, Inc. Revised Proposal No. R03-036)

Dear Mr. Bailey:

We are pleased to offer this proposal to provide topographic mapping services for the above referenced project consisting of approximately 14 (fourteen) acres.

Topographic Mapping

Our scope of work as we understand it will be to furnish a topographic survey of the area shown on the provided aerial map which starts at the junction of existing Arrow Drive near its terminus at the Natchez Trace Parkway Right-of-Way and proceed West-Northwesterly to the existing Arrow Drive near the Clinton High School, consisting of approximately 3,700 (three thousand seven hundred) feet. Our mapping limits will be a minimum 150 (one hundred fifty) foot width along a centerline which will be determined by your office once a preliminary random traverse has been run tying the two ends of Arrow Drive together along with a portion of the Northerly Right-of-Way of the Natchez Trace Parkway. Once the centerline is furnished to us, we will stake this centerline on 50 (fifty) foot intervals for your inspection prior to our mapping. Upon approval of the staked centerline, we will conduct our mapping at a mapping scale of 1" = 50' (one inch equals fifty feet). Additionally Maptech, Inc. will locate the centerline of existing Arrow Drive from its junction with Cynthia Road to its current terminus near the Northerly Right-of-Way line of the Natchez Trace Parkway on 50 (fifty) foot intervals both horizontally and vertically, (approximately 1,300') . Maptech, Inc. will also profile any creeks or streams encountered in our mapping 200 (two hundred) feet beyond our regular mapping limits.

Maptech, Inc. will obtain sufficient data to accurately generate a one-foot contour interval map of our site that meets or exceeds National Mapping Standards. All visible above ground planimetric and cultural features located within our limits will be depicted on our final mapping.

The horizontal and vertical control for this project shall be based on the Mississippi State Plane Coordinate System West Zone (NAD 83/93) for horizontal control and either NGVD 29 or NAVD 88 for vertical control. We will establish a minimum of 6 (six) semi-permanent (iron rods) horizontal and vertical control points for later construction or additional mapping use. These will be depicted in our final mapping.

Maptech, Inc. will utilize current existing FEMA flood maps to determine what zone the survey area lays in. If it lies in more than one zone, Maptech, Inc. will depict it on our mapping.

Utilities shall be located to the best of our ability based on above ground features, by placing a call to MS ONE CALL prior to our mobilizing for this project, and by any maps we are able to obtain from utility entities that serve the survey area, and by conversations with knowledgeable utility providers to the area. Digging to verify size, depth and other characteristics is not in this proposal. It is to be noted that MS ONE CALL does not locate service lines to individual residences; therefore Maptech, Inc. can only locate what is marked on the ground by the utility entities.

No boundary information will be certified to in this segment. Maptech, Inc. will show apparent property corner ties made during the course of our mapping efforts only.

No wetland or subsurface surveys are included in this proposal. Should a wetland determination be made and marked by others, Maptech, Inc. will locate this if it is done so during the course of our mapping. If this determination were conducted after we have performed our topographic survey, additional compensation would be required for us to re-mobilize for locating this information and depicting it in our mapping.

Our deliverables for this project shall be a digital file in microstation format, compatible with the Geopak module.

Our fee for providing the above services shall be a lump sum fee of $28,900.00 (twenty eight thousand nine hundred dollars). This will be billed monthly based on percentage complete.

Plats & Descriptions

Maptech, Inc. will prepare right of way and/or temporary construction easement plats and descriptions for recordation purposes across the tracts needed for this project based on the attached 2003 Fee Schedule.

Our deliverables on this segment shall be four bond prints of the survey, signed and sealed by the responsible project manager for this project and four copies of the description of the taking.

This will be billed on a monthly basis of plats and descriptions provided to you.

Should you have any questions or if any of the above is unclear please call at your convenience.

Sincerely,
Maptech, Inc,

Richard E. Simpson

Richard E. "Rick" Simpson PLS
Vice President

Agreed To By: _____
(Responsible For Payment)

Title: _____

Date: _____

MAPTECH, INC.

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2003 FEE SCHEDULE

	Rate Per Hour
1 Member Survey Party (Includes Party Chief, Vehicle, & Standard Equipment)	$65.00*
2 Member Survey Party (Includes Party Chief, Instrument Technician, Vehicle & Standard Equipment)	$90.00*
3 Member Survey Party (Includes Party Chief, Instrument Technician, Survey Technician, Vehicle & Standard Equipment)	$110.00*
4 Member Survey Party (Includes Party Chief, Instrument Technician, 2 Survey Technicians, Vehicle & Standard Equipment)	$130.00*
Survey Supervisor	$60.00*
CADD Drafting	$55.00*
Computations - Research	$55.00*
Professional Land Surveyor	$85.00*
GPS Services - Dual Frequency	$30.00/Receiver
Automated Hydro (includes 1 Trimble DSM PRO, Hypac software, Fathometer, 16 foot aluminum boat)	$35.00
Reimbursable Expenses	
Mileage	$ 0.36/Mile
All Terrain Vehicle	$ 5.00
Per Diem for overnight assignments	Dependent Upon Geographic Location ($80.00 minimum)

* RATES QUOTED BASED ON AN 8 HOUR WORK DAY (PORTAL TO PORTAL) WITH A 40 HOUR MAXIMUM WORK WEEK.
* ALL **OVERTIME** WILL BE CHARGED AT **1.5 TIMES** THE ABOVE QUOTED RATES

Site specific safety and hazardous material training and equipment are client reimbursable at actual cost.

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May 5, 2003

Mr. Mark Bailey, P.E., V.P.
Neel-Schaffer, Inc.
666 North Street, Suite 201
Jackson, MS 39202

Re: Mapping Services for Improvements
To Northside Drive @ Cynthia Road
In Clinton, Hinds County, Mississippi
(Maptech, Inc. Proposal No. R03-037)

Dear Mr. Bailey:

We are pleased to offer this proposal to provide topographic mapping services for the above referenced project consisting of approximately 11.6 (eleven point six) acres. In addition, we propose to provide plats and descriptions, suitable for recordation, for obtaining approximately thirteen permanent right-of-way and/or temporary construction easements on this project.

Topographic Mapping

Our scope of work as we understand it will be to furnish a topographic survey of the area shown on the provided aerial map which starts approximately 700 (seven hundred) feet West of the Northside Drive junction with the Cynthia Road and proceeds Easterly approximately 700 feet with a mapping width of 120 (one hundred twenty), continuing easterly along Northside Drive for approximately 900 (nine hundred feet) with a mapping width of approximately 140 (one hundred forty) feet. Additionally approximately 1,000 (one thousand) feet of Cynthia Drive will be mapped which will have a variable mapping width from approximately 275 (two hundred seventy five) foot @ the National Guard Armory and tapering to approximately 100 (one hundred foot width at the North end of the Amory property. We will also pick up additional mapping of Lake Drive for approximately 120 (one hundred twenty) foot by 150 (one hundred fifty) foot.

This mapping will be accomplished by utilizing random topo and cross section format survey procedures. Our mapping scales shall be at one inch equals one fifty feet (1"= 50'). Maptech,

Inc. will be responsible for gaining right of entry onto the properties the project crosses. We have counted approximately 13 (thirteen) tracts based only on the aerial photography only. Any refusal of entry by landowners will be turned over to Neel-Schaffer, Inc. to in gain entry to their properties. Should the right of entry not be obtainable on individual tracts, these tracts will be omitted from the project scope with no reduction of fees.

Maptech, Inc. will obtain sufficient data to accurately generate a one-foot contour interval map of our site that meets or exceeds National Mapping Standards. All visible above ground planimetric and cultural features located within our limits will be depicted on our final mapping. Maptech, Inc. will also obtain items related to traffic control such as the roadway striping, traffic signal boxes, mast arms, etc. We will obtain low wire elevations only where lines cross Northside Drive. On storm drainage structures we will obtain type, size and invert and apparent direction of flow only. We will not inspect the structures for condition.

The horizontal and vertical control for this project shall be based on the Mississippi State Plane Coordinate System West Zone (NAD 83/93) for horizontal control and either NGVD 29 or NAVD 88 for vertical control. We will establish a minimum of 12 (twelve) semi-permanent (iron rods) horizontal and vertical control points for later construction or additional mapping use. These will be depicted in our final mapping.

Maptech, Inc. will utilize current existing FEMA flood maps to determine what zone the survey area lays in. If it lies in more than one zone, Maptech, Inc. will depict it on our mapping.

Utilities shall be located to the best of our ability based on above ground features, by placing a call to MS ONE CALL prior to our mobilizing for this project, and by any maps we are able to obtain from utility entities that serve the survey area, and by conversations with knowledgeable utility providers to the area. Digging to verify size, depth and other characteristics is not in this proposal. It is to be noted that MS ONE CALL does not locate service lines to individual residences; therefore Maptech, Inc. can only locate what is marked on the ground by the utility entities.

No boundary information will be certified to in this segment. Maptech, Inc. will show apparent property corner ties made during the course of our mapping efforts only.

No wetland or subsurface surveys are included in this proposal. Should a wetland determination be made and marked by others, Maptech, Inc. will locate this if it is done so during the course of our mapping. If this determination were conducted after we have performed our topographic survey, additional compensation would be required for us to re-mobilize for locating this information and depicting it in our mapping.

Our deliverables for this project shall be a digital file in microstation format, compatible with the Geopak module.

Our fee for providing the above services shall be a lump sum fee of $18,600.00 (eighteen thousand six hundred dollars). This will be billed monthly based on percentage complete.

Plats & Descriptions

Maptech, Inc. will prepare right of way and/or temporary construction easement plats and descriptions for recordation purposes across the tracts needed for this project based on the following formula:

Plats 1-20 at $1,400.00 each.
Plats 21-40 at $1,200.00 each.
Plats 41-60 at $800.00 each.
Plats 61-100 at $600.00 each

This will be based on required right of way and easements needed being provided by Neel-Schaffer, Inc. Any changes or revisions necessary to reflect design changes will be considered as additional services and shall be billed hourly based on the Fee Schedule for that year. No construction staking is included in this segment of the work.

Our deliverables on this segment shall be four bond prints of the survey, signed and sealed by the responsible project manager for this project and four copies of the description of the taking.

This will be billed on a monthly basis of plats and descriptions provided to you.

Should you have any questions or if any of the above is unclear please call at your convenience.

Sincerely,
Maptech, Inc,

Richard E. Simpson

Richard E. "Rick" Simpson PLS
Vice President

Agreed To By: _____
(Responsible For Payment)

Title: _____

Date: _____

MAPTECH, INC.

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May 5, 2003

Mr. Mark Bailey, P.E., V.P.
Neel-Schaffer, Inc.
666 North Street, Suite 201
Jackson, MS 39202

Re: Mapping Services for Improvements
To Northside Drive in Clinton
Hinds County, Mississippi
(Maptech, Inc. Revised Proposal No. R03-034)

Dear Mr. Bailey:

We are pleased to offer this proposal to provide topographic mapping services for the above referenced project consisting of approximately 27 (twenty seven) acres. In addition, we propose to provide plats and descriptions, suitable for recordation, for obtaining approximately fifty-one permanent right-of-way or temporary construction easements on this project.

Topographic Mapping

Our scope of work as we understand it will be to furnish a topographic survey of the area shown on the provided aerial map which starts at the junction of Northside Drive with the Easterly right-of-way of the Natchez Trace Parkway and proceeds easterly for approximately 6,700 (six thousand seven hundred) feet. The width of the mapping will be a minimum width of 150 (one hundred fifty) feet, being 75 (seventy five) feet each side of the existing centerline of Northside Drive. There are areas that will require extra mapping such as additional mapping at Monroe Street and Northside Drive, an additional 200 (two hundred) foot length along Monroe Street by 100 (one hundred) foot width; Pinehaven Drive will be mapped for an additional 500 (five hundred) foot length by 150 (one hundred fifty) foot width, additional mapping at Cynthia Street and Northside Drive of 350 (three hundred fifty) feet length by 100 (one hundred) foot width, additional width on the North side of Northside Drive of 30 (thirty) feet extra from Live Oak easterly to the shopping center, and additional lengths at Vicksburg Road South 200 (two hundred) feet by 100 (one hundred) feet width and Vicksburg Road North an additional 50 (fifty) foot length by 70 (seventy) foot width. This

will be accomplished by utilizing random topo and cross section format survey procedures. Our mapping scales shall be at one inch equals one fifty feet (1"= 50'). Maptech, Inc. will be responsible for gaining right of entry onto the properties the project crosses. We have counted approximately 51 (fifty-one) tracts based only on the aerial photography only. Any refusal of entry by landowners will be turned over to Neel-Schaffer, Inc. to in gain entry to their properties. Should the right of entry not be obtainable on individual tracts, these tracts will be omitted from the project scope with no reduction of fees.

Maptech, Inc. will obtain sufficient data to accurately generate a one-foot contour interval map of our site that meets or exceeds National Mapping Standards. All visible above ground planimetric and cultural features located within our limits will be depicted on our final mapping. Maptech, Inc. will also obtain items related to traffic control such as the roadway striping, traffic signal boxes, mast arms, etc. We will obtain low wire elevations only where lines cross Northside Drive. On storm drainage structures we will obtain type, size and invert and apparent direction of flow only. We will not inspect the structures for condition.

The horizontal and vertical control for this project shall be based on the Mississippi State Plane Coordinate System West Zone (NAD 83/93) for horizontal control and either NGVD 29 or NAVD 88 for vertical control. We will establish a minimum of 12 (twelve) semi-permanent (iron rods) horizontal and vertical control points for later construction or additional mapping use. These will be depicted in our final mapping.

Maptech, Inc. will utilize current existing FEMA flood maps to determine what zone the survey area lays in. If it lies in more than one zone, Maptech, Inc. will depict it on our mapping.

Utilities shall be located to the best of our ability based on above ground features, by placing a call to MS ONE CALL prior to our mobilizing for this project, and by any maps we are able to obtain from utility entities that serve the survey area, and by conversations with knowledgeable utility providers to the area. Digging to verify size, depth and other characteristics is not in this proposal. It is to be noted that MS ONE CALL does not locate service lines to individual residences; therefore Maptech, Inc. can only locate what is marked on the ground by the utility entities.

No boundary information will be certified to in this segment. Maptech, Inc. will show apparent property corner ties made during the course of our mapping efforts only.

No wetland or subsurface surveys are included in this proposal. Should a wetland determination be made and marked by others, Maptech, Inc. will locate this if it is done so during the course of our mapping. If this determination were conducted after we have performed our topographic survey, additional compensation would be required for us to re-mobilize for locating this information and depicting it in our mapping.

Our deliverables for this project shall be a digital file in microstation format, compatible with the Geopak module.

Our fee for providing the above services shall be a lump sum fee of $42,400.00 (forty two thousand four hundred dollars). This will be billed monthly based on percentage complete.

Plats & Descriptions

Maptech, Inc. will prepare right of way and/or temporary construction easement plats and descriptions for recordation purposes across the tracts needed for this project based on the following formula:

Plats 1-20 at $1,400.00 each.
Plats 21-40 at $1,200.00 each.
Plats 41-60 at $800.00 each.
Plats 61-100 at $600.00 each

This will be based on required right of way and easements needed being provided by Neel-Schaffer, Inc. Any changes or revisions necessary to reflect design changes will be considered as additional services and shall be billed hourly based on the Fee Schedule for that year. No construction staking is included in this segment of the work.

Our deliverables on this segment shall be four bond prints of the survey, signed and sealed by the responsible project manager for this project and four copies of the description of the taking.

This will be billed on a monthly basis of plats and descriptions provided to you.

Should you have any questions or if any of the above is unclear please call at your convenience.

Sincerely,
Maptech, Inc,

Richard E. Simpson

Richard E. "Rick" Simpson PLS
Vice President

Agreed To By: _____
(Responsible For Payment)

Title: _____

Date: _____

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 15, 2003 AGENDA ITEM NO. 10

CONSENT AGENDA: TO:

FOR:

ACCT. NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Certificate of Attendance for Julianna McCombs at MS Municipal Clerks Association Court attendance noted

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION: MOTION MADE BY: Touchton

SECONDED BY: Lott

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham			
Hisaw			
Greer			
Brantley			
Fisher	absent		
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.

MUNICIPAL COURT CLERK'S ASSOCIATION

Certificate of Attendance

The Mississippi Municipal Court Clerk's Association

Awards this Certificate to

Julianna McCombs

for having attended the

Municipal Court Clerk's Summer Seminar

June 30th - July 1st 2003

Approved by the

Mississippi Judicial College

Secretary

President

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 15, 2003 AGENDA ITEM N0. 11.

CONSENT AGENDA: TO:

FOR:

ACCT. NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Approval of Application from Delphi Automotive Systems, LLC for Exemption from Ad Valorem Taxes on Personal Property Held in a "Free Port Warehouse Operated by Them at Their Clinton Facility

Average value of Goods is Approximately $3,116,000

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION: MOTION MADE BY: Hisaw

SECONDED BY: Brabham

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

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

BOARD APPROVED

JUL 15 2003

CITY OF CLINTON

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION FROM AD VALOREM TAXES

The Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Delphi Automotive Systems, LLC, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES FOR A FIVE-YEAR PERIOD TO DELPHI AUTOMOTIVE SYSTEMS, LLC, AS AUTHORIZED BY SECTION 27-31-51, ET SEQ., OF THE MISSISSIPPI CODE, AS AMENDED.

WHEREAS, Delphi Automotive Systems, LLC filed in triplicate with this Board its Application for exemption from ad valorem taxation on owned manufactured goods stored in its free port warehouse located within the City of Clinton, Hinds County, Mississippi; and

WHEREAS, Delphi Automotive Systems, LLC has stated its authority to operate a free port warehouse as a licensee pursuant to Section 27-31-51 of the Mississippi Code of 1972, as amended; and

WHEREAS, Delphi Automotive Systems, LLC has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed-for exemption on manufactured goods stored in its free port warehouse which are in transit to a final destination outside the State of Mississippi; and

WHEREAS, the true value of all goods held on January 1, 2003 was $3,116,000 as shown in an itemized list provided with the application, a copy of which is attached as Exhibit "A"; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes goods in transit to a final destination outside the State of Mississippi and that said company is entitled to an exemption as provided in Section 27-31-53 of the Mississippi Code of 1972, as amended.

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

1. That the Application for ad valorem tax exemption by Delphi Automotive Systems, LLC on the property described in Exhibit "A" of the Application filed by said Company for tax exemption with a true value of $3,116,000 is hereby approved and said exemption is hereby granted to the extent of a five-year period beginning on January 1, 2003 and ending on December 31, 2007.

2. That the Clerk of this Board spread a copy of this Order on the minutes of this Board; and that the Clerk forward the original and three certified copies of the Application and a certified copy of the transcript of the Order approving said Application to the Tax Assessor of Hinds County, Mississippi and obtain the Certificate of said Tax Assessor stating that the aforementioned property as itemized in this Application has been placed on the appropriate tax roll as "Non-Taxable" for the duration of the exemption period only.

After a full discussion of the matter, Alderman Hisaw moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Brabham and upon the question being put to a vote, the Resolution was unanimously adopted by affirmative vote of the members of the Board of Aldermen of the City of Clinton present.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this 15th day of July, 2003.

Rosemary G. Aultman

Rosemary G. Aultman, Mayor

ATTEST:

W. Derrick

W. Wayne Derrick, CPA
City Clerk

CITY OF CLINTON MISSISSIPPI SEAL

RECEIVED
DEC 06 2002
CITY OF CLINTON

APPLICATION OF **DELPHI AUTOMOTIVE SYSTEMS, LLC** FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF FIVE (5) YEARS AS AUTHORIZED BY SECTION 27-31-51, ET. SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, FOR PERSONAL PROPERTY TRANSFERRED TO A LICENSED **"FREE PORT WAREHOUSE"** FOR STORAGE IN TRANSIT TO A FINAL DESTINATION OUTSIDE THE STATE OF MISSISSIPPI

BOARD APPROVED
JUL 15 2003
CITY OF CLINTON

TO THE CITY COUNCIL OF CLINTON, MISSISSIPPI:

1. DELPHI AUTOMOTIVE SYSTEMS, LLC, files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, DELPHI AUTOMOTIVE SYSTEMS, LLC, is a Delaware corporation with plant operations in the industrial park of the City of Clinton, Hinds County, Mississippi.

3. Applicant has held a "free port warehouse" license pursuant to Section 27-31-51 of the Mississippi Code of 1972, as amended, for a warehouse it operates on Lawson Street in the City of Jackson, Hinds County, Mississippi. However, Applicant recently moved its freeport warehouse operation to Plants 21 and 24 of its industrial plant at 927 and 1001 Industrial Park Drive in the City of Clinton, Hinds County, Mississippi.

4. Applicant transfers manufactured goods (electrical harnesses and components) from its manufacturing operations to its "free port warehouse" at 927 and 1001 Industrial Park Drive in the City of Clinton, Hinds County, Mississippi for storage in transit to a final destination outside the State of Mississippi. The average value of such goods at a given time is approximately $3,116,000.00.

5. Applicant qualifies for an ad valorem tax exemption under Section 27-31-53 of the Mississippi Code of 1972, as amended, for the manufactured goods stored in its "free port warehouse."

6. The Lawson Street free port warehouse supports the jobs of 54 people with an estimated annual payroll of $2,134,080.

WHEREFORE, Applicant prays that it be granted an exemption from ad valorem taxation for a period of five (5) years beginning on the first day of January, 2003, and ending on the 31st day of December 2007, upon all manufactured goods stored in its "free port warehouse" located at 927 and 1001 Industrial Park Drive in the City of Clinton, Hinds County, Mississippi, awaiting transit to a final destination outside the State of Mississippi.

That this City Council approve this application by an ordinance spread upon its minutes, declaring that such property is exempt from all ad valorem taxation for a period of five (5) years beginning on the first day of January, 2003, and ending on the 31st day of December 2007.

Respectfully submitted, this the 6th day of December, 2002.

GENERAL MOTORS CORPORATION
DELPHI PACKARD ELECTRIC SYSTEMS

BY: _____
ROBERT P. WISE
Its Attorney

ROBERT P. WISE
WISE CARTER CHILD & CARAWAY
PROFESSIONAL ASSOCIATION
P. O. Box 651
Jackson, Mississippi 39205
(601) 968-5500 (telephone)
(601) 968-5593 (facsimile)
Email: RPW@wisecarter.com

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Robert P. Wise, who being by me first duly sworn, states on oath that he is an Attorney for Delphi Automotive Systems, LLC, and that the matters and facts contained in the above and foregoing Application are true and correct as therein stated to the best of his knowledge, information and belief..

Robert P. Wise

SWORN TO AND SUBSCRIBED before me, this the 6th day of December, 2002.

NOTARY PUBLIC

PAMELA JO CLARK, RANKIN COUNTY, MS NOTARY PUBLIC

My Commission Expires:

1-5-06