

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 6, 2001 – 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 Hisaw followed by the Pledge of Allegiance to the Flag led by Alderman Greer.

ROLL CALL - City Clerk Wayne Derrick

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

AGENDA ITEM CHANGES:

Discussion/Action Item 11 was removed and will be presented at a later date.

RECOGNITION:

The Mayor and Board of Aldermen adopted a Resolution honoring our Veterans. Copy of the Resolution is attached.

APPROVAL OF AGENDA ITEMS A-DD

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

APPROVAL OF PRELIMINARY SITE PLAN FOR CLINTON BLVD. CHURCH OF CHRIST

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brantley to approve preliminary site plan for the Clinton Blvd. Church of Christ located at 301 McRaven Road. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PRELIMINARY SITE PLAN FOR BEAD BARREL

Gary Ward, Zoning Administrator, presented the proposed site plan for the Bead Barrel to be located at 24 Lakeview Drive. Ms. Beth Pridgin, owner of the business advised the Mayor and the Board of Aldermen that in the event the business ceased to operate, the building would be removed from the site within 30 days. With this representation from the owner, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer that the site plan be approved subject to owner's representation regarding removal and assurances that the site would be properly maintained and landscaped. **MOTION CARRIED 6-1 WITH ALDERMAN FISHER VOTING "NO"**
Site Plan and related documents are on file with Zoning Administrator.

APPROVAL OF ACH AGREEMENT WITH AMSOUTH BANK

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve ACH Agreement with Amsouth Bank for handling of utility customer's debits. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL CHANGE ORDER ON SOUTHSIDE CONTRACT #2

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Hisaw to approve the \$8,012.50 final Change Order on Southside Contract #2. **MOTION CARRIED UNANIMOUSLY**

PUBLIC HEARING

A Public Hearing was held to discuss the SRF Water Improvements Projects for an elevated Stage Tank South of I-20 and a Water Well and Water District Improvements South of I-20. The Mayor announced the public hearing. City Engineer, Richard Broome made the presentation to the public outlining the proposals and financing options. John Perry, with Williford, Gearhart & Knight, Inc. was also present representing the consulting engineers. After the initial presentation, the Mayor opened the floor to questions and comments. John Perry prepared a list of those present for the public hearing. No Board action was required.

APPROVAL OF IMMEDIATE PURCHASE OF EQUIPMENT AND MATERIALS DEALING WITH HAZARDOUS MATERIAL EMERGENCIES

Upon recommendation by Darrell McQuirter, Fire Chief, regarding the necessity to immediately purchase equipment and material required to provide resources for dealing with hazardous material emergencies, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to purchase items shown on the attached list in the amount of \$93,501.50.

Said motion was stated as follows:

Due to recent events occurring in the United States and particularly in the City of Clinton it is necessary for the preservation of order and for public health, safety and welfare that the Clinton Fire Department be equipped to respond to certain emergency situations and that the Fire Chief has presented to the Mayor and Board of Aldermen the minimum equipment to provide for the public safety, health and welfare of the citizens of Clinton and the Mayor and Board hereby determine that such purchases in the amount of \$93,501.50 should be made on an emergency basis.

MOTION CARRIED UNANIMOUSLY

APPROVAL FOR MAYOR TO EXECUTE GENERAL AGREEMENT WITH MDOT

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve authority for Mayor to execute General Agreement for local Public Agency Projects with MDOT. Copy of Agreement attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:44.M.

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

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

November 13, 2001
Date

ATTEST: W. Derrick
Wayne Derrick, City Clerk

11/13/2001
Date

SEAL:



CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 6, 2001

Agenda Item No. 7. a

Consent Agenda:

To:

For:

Acct. No.

Discussion/Action: Clinton Blvd. Church of Christ – 301 McRaven Road
Preliminary Site Plan

Introduced by: Gary Ward

Telephone: 924-2239

Exhibits for Review:

Minutes _____

Invoice _____

Other: _____

Ordinance _____

Plans, Maps _____

Resolution _____

Contract _____

Recommendation: Planning and Zoning recommends approval.

Board Action:

Motion made by: Greer
Seconded by: Brantley

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

Brabham _____

Hisaw _____

Greer _____

Brantley _____

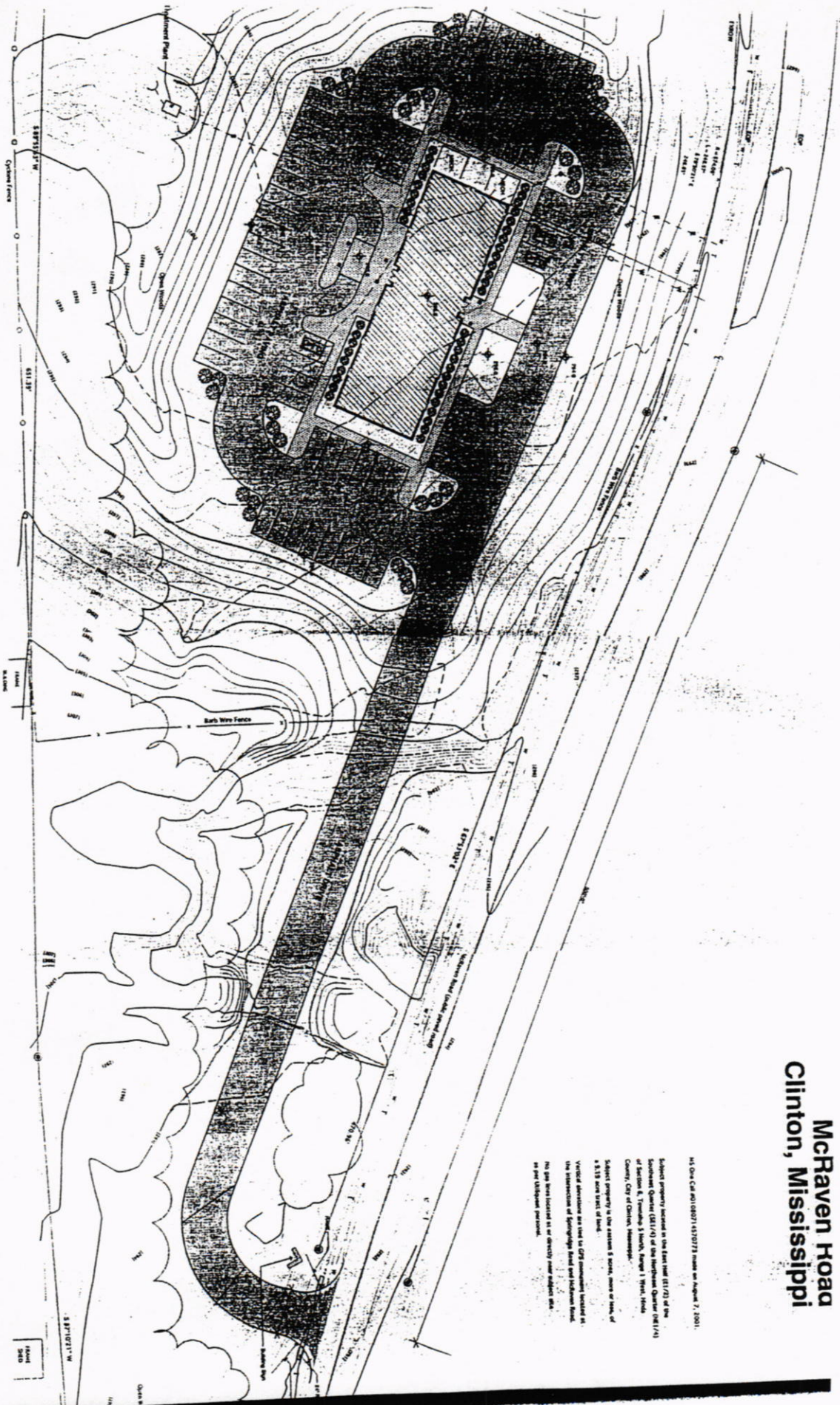
Fisher _____

Touchton _____

Lott _____

Mayor Aultman _____

McRaven Hoag Clinton, Mississippi



McRaven Hoag (1000) 1010773, made on August 7, 2001.

Subject property located in the East half (E1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 6, Township 3 North, Range 1 West, Hinds County, City of Clinton, Mississippi.

Subject property is the eastern 1/2 acre, more or less, of a 1.13 acre tract of land.

Vertical dimensions are used to CIP monument located at the intersection of Georgetown Road and Jackson Road.

No part located in or directly over adjacent lots as per adjacent parcel.

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 6, 2001

Agenda Item No. 7. b

Consent Agenda:	To:
For:	Acct. No.

Discussion/Action: Bead Barrel – 24 Lakeview Drive Preliminary Site Plan	
Introduced by: Gary Ward	Telephone: 924-2239

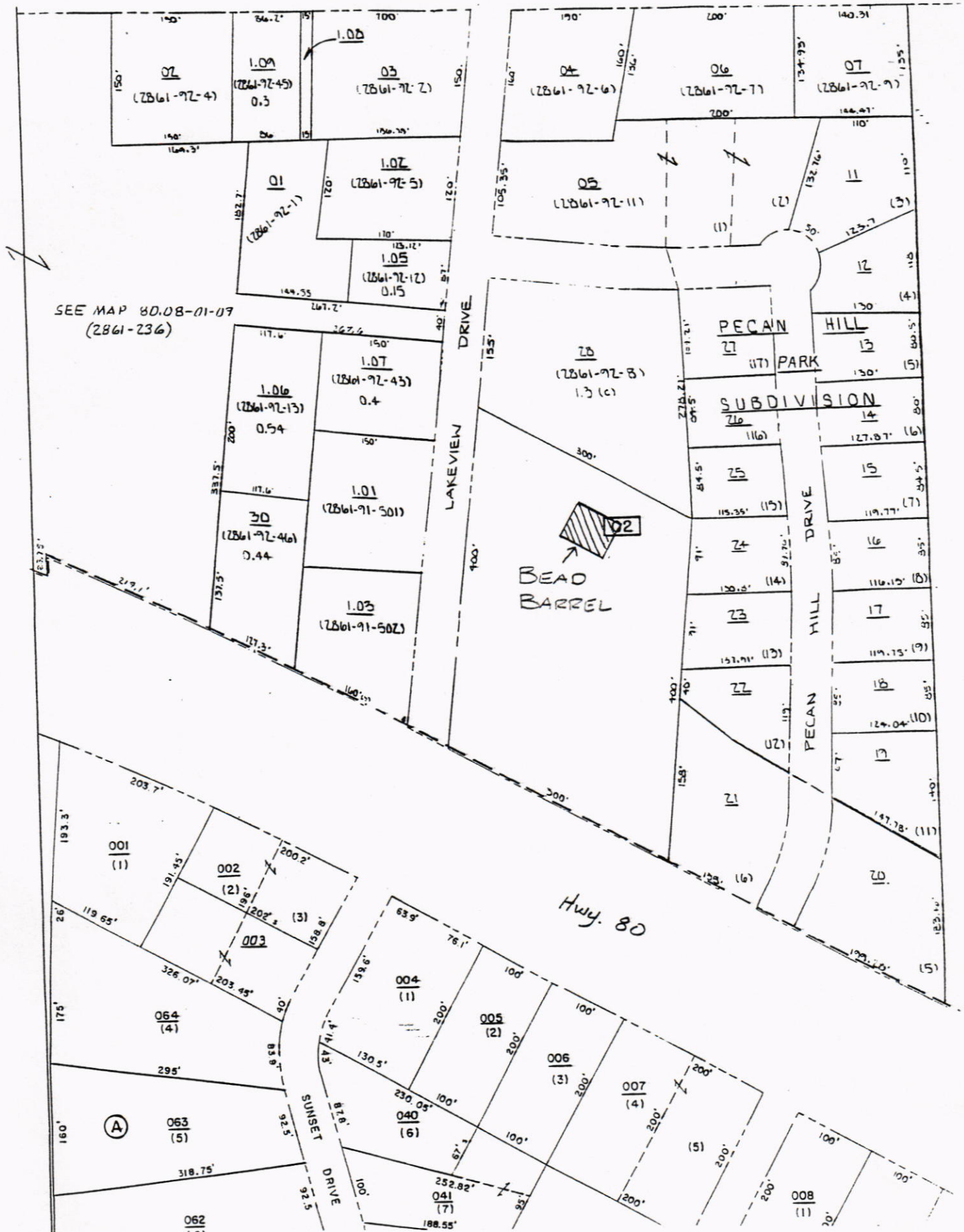
Exhibits for Review:		
Minutes _____	Invoice _____	Other: _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

Recommendation: Planning and Zoning recommends approval

gravel driveway & parking lot
 1. Maintenance of grounds
 2. beautification of area around bldg
 3. Removal of bldg if bldg business is abandoned.

Board Action:		Motion made by: <u>Brabham</u>	
		Seconded by: <u>Hisaw</u>	
Vote Cast:	"Aye"	"Nay"	Action Taken:
Brabham			
Hisaw			
Greer			
Brantley			
Fisher	No		
Touchton			
Lott			
Mayor Aultman			

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



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 6, 2001

Agenda Item No. 8

Consent Agenda: For:	To:
Account No.	

Discussion/Action:	<u>Approval of ACH agreement with AmSouth Bank for handling of utility customers' debits</u>	
Introduced by:	<u>Wayne Derrick</u>	Telephone No.

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Touchton

Seconded by: Lott

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

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

BOARD APPROVED



July 20, 2001

Mr. Wayne Derrick
Controller
City of Clinton
P. O. Box 156
Clinton, MS 39060

RECEIVED
JUL 19 2001

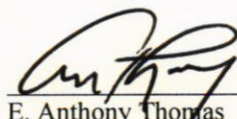
CITY OF CLINTON

Dear Wayne:

AmSouth Bank continues to be one of the leading processors of Automated Clearing House (ACH) transactions. We are committed to delivering a high level of service to you our valued customer. In order to be in the best position to continue meeting your ACH needs, we need your assistance with completing the enclosed ACH Agreement. While you may have completed a similar agreement in the past, this agreement has been revised to include current language, as it relates to ACH processing. In addition to updating our files, we are assured that the proper contacts at your company are authorized to administer this important system. Also, we now have the capability to establish processing limits on our ACH system. This feature serves as a safeguard for both AmSouth and our customers. The limits identified in Exhibit 5 are based on your company's historical ACH information and are designed to represent acceptable levels of activity. Our primary goal is to prevent the origination of fraudulent ACH files.

Please take a moment to review and complete this agreement and feel free to call with any questions. I would greatly appreciate receiving your completed agreement by August 3, 2001. Thank you for business and assistance.

Sincerely,



E. Anthony Thomas
Vice President

EAT/dd

ALDERMEN

Tony Hisaw
Ward One

Tony M. Greer
Ward Two

Clint Brantley
Ward Three

Phil Fisher
Ward Four

City of Clinton Mississippi

Rosemary Aultman, Mayor

ALDERMEN
Herb Touchton
Ward Five

Sharbert K. Lott
Ward Six

Jehu Brabham
Alderman-At-Large

W. Wayne Derrick
City Clerk

November 15, 2001

Anthony Thomas
AMSouth Bank
200 East Capitol Street, 10th Floor
Jackson, MS 39201

Dear Anthony:

Enclosed is the signed AMSouth Bank ACH Agreement. Please send me a copy of the agreement after the bank has signed it. If you have any questions, please give me a call.

Sincerely,



Carol Warren
Deputy City Clerk

**AMSOUTH BANK
ACH AGREEMENT****COMPANY NAME: CITY OF CLINTON**
DATE: 11/06/2001**TERMS AND CONDITIONS****1. INTRODUCTION:**

This is our Agreement with you by which you can send orders for the transfer of funds through the Automated Clearing House (ACH) system.

We and you agree to be legally bound by these terms and conditions. This Agreement states the terms and conditions on which we will receive, process and distribute ACH files which you originate. The detailed procedures for the use of each ACH service are contained in the Exhibits to this Agreement, and in procedures and other documents which are referred to in the Exhibits and which we will supply to you (the Exhibits, procedures and other documents are referred to as the "Documentation"). When you begin to use a particular service, you agree to be legally bound by all of the terms stated in the Documentation for that service. The Documentation is an integral part of this Agreement and is incorporated into it by this reference. This Agreement and the Documentation are intended to be read together. However, if there is any inconsistency between them, then the terms of the Documentation will control.

All transactions processed through the ACH are subject to the National Automated Clearing House Association Rules ("NACHA Rules" or "Rules") and the rules of any applicable Automated Clearing House or Federal Reserve Bank. Transactions which result in a debit or credit to a consumer's account are also subject to Regulation E of the Board of Governors of the Federal Reserve System. We and you agree to comply with the NACHA Rules, Regulation E, and any other applicable laws, regulations and rules, as amended from time to time. You also agree not to initiate any Entry that would violate the laws of the United States.

2. DEFINITIONS:

The following terms used in this Agreement have the meanings defined below:

"Entry" means an order or request which complies with the Rules for or with respect to the transfer of funds through the ACH.

"Credit Entry" means an Entry for the deposit of money to the deposit account of a Receiver.

"Debit Entry" means an Entry for the payment of money from the deposit account of a Receiver.

"Settlement Date" means the date an exchange of funds with respect to an Entry is reflected on the books of the ACH operator.

"Effective Entry Date" means the banking day specified in an Entry on which the Entry is to be reflected on the records of the Receiver. Our banking days are Monday through Friday, federal holidays excluded. (See

"Settlement Date" for the date on which the Receivers account is actually credited or debited).

"You" and "Your" means the Company named above.

"We", "Us", and "Our" means AmSouth Bank.

All other terms used in this Agreement and defined in the Rules have the meanings defined therein.

3. SECURITY PROCEDURES:

You will name one or more authorized representative(s) to initiate your Entries and to act for you with respect to the services we provide under this Agreement, as provided in Exhibit 2.

You understand that there are different methods by which you can transmit transaction files and initiate Entries, and that each of these methods uses certain security techniques, devices or procedures (together, "Security Procedures"). These Security Procedures are designed to assure the authenticity of Entries you issue to us. You also understand that Security Procedures are not designed to detect errors in the content or transmission of an Entry, and we assume no responsibility for doing so. More detailed information about the Security Procedures for each method of initiation is contained in Exhibit 4.

You must select, from among the options we offer, the method of issuing Entries which uses the Security Procedures most suitable for you, considering, among other things, the size, type and frequency of your Entries. If we follow the Security Procedures for the method you select in accepting Entries in your name, you agree that you will be bound by those Entries whether or not they are authorized and agree that those Security Procedures are suitable, or "commercially reasonable", for you. If an Entry is actually authorized by you, you will be obligated to pay the amount of the Entry whether or not we complied with the Security Procedures.

You acknowledge that after reading this Agreement, you have been advised of the various Security Procedures employed by us, that you understand them, and that the Entries you will issue to us under this Agreement will employ Security Procedures suitable to your particular circumstances.

4. CONFIDENTIALITY OF SECURITY PROCEDURES:

Our Security Procedures are strictly confidential and should be disclosed to only those individuals who are required to know them. You shall instruct those individuals that they should not disclose the Security Procedures to anyone. You must establish and maintain procedures to assure the confidentiality of these Security Procedures.

We assume no responsibility to discover, audit or report to you any possible breach of security or unauthorized disclosure or use of such Security Procedures by your employees, agents or representatives, other than as set forth herein and the Documentation. You shall promptly notify us of any suspected compromise of security (whether or not involving your employees). We reserve the right to change our Security Procedures upon notice to you.

5. RELIANCE ON ACCOUNT OR OTHER IDENTIFYING NUMBER:

You understand that banks routinely rely on account numbers in executing Entries. Accordingly, if you issue an Entry to us in which the name and account number of the named Receiver identify different persons, we and all Receiving Depository Financial Institutions ("RDFIs") may rely upon the account number as the proper designation of the Receiver and you will be obligated to pay us for such Entry.

If you issue an Entry to us in which you identify an RDFI by a name and a number, and the name and number identify different RDFIs or the number identifies a person other than an RDFI, you understand that we may rely upon the number in your Entry as the proper designation of the RDFI. Accordingly, you agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your Entry.

6. OPTIONAL PRENOTIFICATION:

If you choose to initiate prenotifications, you will comply with all Rules governing prenotifications, including those described in the following three sentences. Before the first scheduled Entry to each Receiver's account, you agree to provide (and will be liable for failure to provide) any and all prenotifications to us with sufficient time for us to transmit any prenotification required by the Rules. You also agree not to initiate any Entries to such Receiver before any required prenotification period has expired. If there is a variation in the amount or date of an Entry from previous Entries, you agree to provide (and shall be liable for failure to provide) notification of the amount and scheduled date of the Credit and Debit Entry to the Receiver prior to initiation of the Entry, if required by the Rules.

7. ORIGINATING ENTRIES:

You may originate ACH Credit or Debit Entries which conform to the format requirements, and which are received by us within the deadlines, contained in the Rules and in the Documentation for the specific service. You agree to comply with all of the obligations of an Originator under the Rules.

We will process the transaction file containing your Entries and transmit the Entries to the ACH within applicable deadlines to meet the Effective Entry Date specified in the file, provided that we receive the file from you within the deadlines stated in the applicable Documentation for the service. A file contained on tape is received by us when the tape is actually received at the location we specify from time to time. A file transmitted to us by telephone or other electronic transmission is received by us when the transmission, including our agreed upon Security Procedures, is completed. If we receive a file from you after the applicable deadline, we will use our best efforts to process that file so that settlement can be completed as scheduled. However, we will not be liable to you or to any third party if settlement is not met. We will provide you with a list of days on which we do not process files and changes to the list as they occur.

We may reject any Entry which does not comply with the requirements of this Agreement, including the Security Procedures and Risk Controls, or for which we have reason to believe you have breached one or more of the warranties you made to us with respect to such Entry, or for any other reason permitted under the Rules. We may also reject an Entry without liability to you if, in our reasonable judgement, processing the Entry would cause us to violate any applicable law or regulation. If we reject an Entry, we will use reasonable efforts to notify you the same day. In any case, we will notify you no later than the Effective Entry Date. We will not be liable to you for our rejection of an Entry, or for interest on the amount of a rejected Entry, regardless of the amount of your Account balance.

If you ask us to amend or cancel an Entry and your request complies with our Security Procedures, we will use reasonable efforts to comply with your request prior to transmitting it to the ACH or debiting or crediting the account of the Receiver for an On-Us Entry. You agree to indemnify and hold us harmless from and against any and all claims, demands, losses, liabilities and expenses, including reasonable attorneys' fees and costs, resulting from compliance with your cancellation or amendment request. However, we will not be liable to you if we are unable to cancel or amend the Entry.

If an Entry is returned to us through the ACH, we will notify you no later than the next business day after we receive the returned Entry. We will have no obligation to retransmit a returned Entry unless we are required to do so by the Rules. Unless we are required by the Rules to retransmit a returned Entry, you must retransmit the Entry to us. As an accommodation service to you, we may re-initiate Entries returned for insufficient or uncollected funds if reinitiation is permitted by the Rules and you request us in writing to provide this service. You may also elect to receive our ACH Represented Check Collection service by completing an addendum to this Agreement, which will authorize us to convert paper items to electronic ACH items, and resubmit the electronic items eligible within the NACHA guidelines for a Represented Check Entry as an ACH entry.

A. SETTLEMENT FOR ENTRIES:

You agree to maintain with us one or more designated Deposit Accounts during the term of this Agreement (the "Account" or "Accounts") for settlement purposes, as designated in Exhibit 3. All Entries must be settled in the Accounts. You acknowledge that the Rules provide that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry. You understand that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and you will not be deemed to have paid the Receiver the amount of the Entry.

1. CREDIT ENTRIES:

We will charge the Account on Settlement Date for the total amount of your Credit Entries. You agree to have on deposit in the Account on Settlement Date sufficient available funds to cover the total amount of your Credit Entries. If you do not make such funds available on settlement date, nothing in this Agreement will prevent us from setting off against any of your other accounts with us or against any of your other property in our possession.

2. DEBIT ENTRIES:

We will credit your Account on Settlement Date for funds we receive in settlement for your Debit Entries. These funds will be available to you on Settlement Date; however, if any Debit Entries are returned to us in accordance with the Rules, or if any Debit Entries

originated by you were unauthorized, we reserve the right to charge the amount of such Debit Entries to the Account or to setoff against your other account(s) or property in our possession.

B. RISK CONTROLS:

Before you send an Entry to us for processing, we will establish for you Account Limits ("Limits") for your Credit and Debit Entries. The Limit is the maximum dollar amount of accumulated ACH Credits or Debits for which settlement has not yet occurred and which, subject to the terms and conditions of this Agreement, we are obligated at any one time to process for you. There are separate Limits for Credit Entries and Debit Entries. Your Limits are stated in Exhibit 5 and you and we agree to be bound by the additional terms and conditions contained in that Exhibit. You agree not to exceed the Limits, and acknowledge that Entries in excess of the Limits may or may not be transmitted at AmSouth's sole discretion.

8. ADDITIONAL TERMS AND CONDITIONS:

A. RECORDING CONVERSATIONS:

You agree, on behalf of you and your employees, that we may record any telephone conversation we have with you or with them, in connection with the services we provide to you under this Agreement. However, we will not be liable to you if we do not record a conversation.

B. INFORMATION DISCLOSURE:

Some of the services covered by this Agreement may be provided to you with the participation or assistance of one or more of our affiliates. You agree that we may disclose to such affiliates any information you provide to us to the extent required for the delivery of these services.

C. CONFIRMATION: ACCOUNT RECONCILIATION:

We will provide notice of all ACH Entries to your Accounts with us on your periodic Account statements. If you use our information/balance reporting services, you can also receive notice through various mailed reports or terminal printouts. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, mailed report and periodic statement ("Report"), whichever is received first, then you will not be entitled to interest from us on any amount refundable to you.

D. PROPRIETARY INFORMATION AND CONFIDENTIALITY:

You acknowledge that all computer programs, data bases, equipment, trade secrets, processes, proprietary data, Documentation and related materials which we provide or make available to you ("Products") are confidential and are owned exclusively by us or by the third parties from whom we have secured the right to use the Products. You agree to treat the Products as confidential, not to copy the Products except to the extent necessary to use the services we provide, and not to disclose or otherwise make them available in any form to any person or entity except on a need-to-know basis to your own employees. You will instruct your employees to whom you permit access to the Products as permitted by this Agreement to keep them confidential in like manner. Upon termination of this Agreement, you will return to us all copies of the Products which are in your possession.

E. PAYMENT FOR SERVICES:

All fees for ACH services under this Agreement shall be in accordance with our most current published corporate fee schedule in effect from time to time. You will be notified by mail of any changes to the fee schedule.

If you do not pay us the applicable fees when due, we may charge your Account or otherwise setoff against any accounts we owe to you.

F. YOUR USE OF A THIRD PARTY PROCESSOR:

If you use a third party processor to deliver your files to us or to perform any other step or take any action in connection with the services provided under this Agreement, that third party will be considered your agent. All terms of this Agreement will apply to the actions or failure to act of such third party and you will be legally bound thereby.

G. YOUR WARRANTIES AND INDEMNIFICATIONS:

You warrant to us that for each ACH Entry you submit to us for processing, (1) you have obtained all authorizations from the Receiver which are required by the Rules, by Regulation E or other applicable law and this Agreement; and such authorizations are still valid and have not been revoked by operation of law or otherwise; (2) if required to be in writing, you will retain all such authorizations for a period of six years after their termination or revocation, or for such longer period as may be required by the Rules or applicable law, and provide a copy to us upon request; (3) each Entry has been submitted with your authorization and in accordance with all terms of this Agreement, including our security procedures; (4) each Entry is for an amount which, as of the Settlement Date, will be due and owing, has been specified to be paid or is a correction of a previously transmitted erroneous Entry; and (5) each Entry also conforms in all other respects to the Rules and applicable law. You agree to indemnify and defend us against and hold us harmless from any liability arising out of your breach of the foregoing warranties or of any other provision of this Agreement.

H. LIMITATION OF LIABILITY:

We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, or (2) an error, failure or delay in execution of any Entry resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure. Subject to the foregoing limitations, our liability for loss of interest will be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Provided we have complied with our obligations under this Agreement, you agree to indemnify and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the services we provide hereunder.

We make no warranties, express or implied, in connection with the services we provide to you under this Agreement, including, without limitation, the warranties or merchantability and fitness for a particular purpose.

In no event will we be liable for any consequential, incidental special or indirect losses, damages (including dishonor of checks or other items), or expenses (including counsel fees) which you may incur or suffer by reasons of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

I. ALTERNATIVE DELIVERY OF ACH SERVICES:

Solely at our option, and at no additional cost to you, we may elect to accomplish the movement of funds requested by your Entries via Bankwire. In the event that this option is to be exercised, you agree to execute our standard Funds Transfer Agreement and to comply with our normal wire transfer procedures. Should we elect this option, we will attempt to send the wire or wires on the Effective Entry Date specified in your file(s). If your account does not contain sufficient collected balances to fund the wire, or if the receiving institution returns the drawdown wire, we may reject the Entry or Entries without liability to you. If we reject an Entry, we will use reasonable efforts to notify you the same day. We will not be liable to you for our rejection of an Entry, or for interest on the amount of a rejected Entry, regardless of the amount of your account balance.

Except for the method of delivery which will be governed by the provisions of the AmSouth Funds Transfer Agreement, and the aforementioned verification against collected balances, our election of this option will not affect any other provision of this Agreement or Exhibits thereto, including but not limited to provisions related to the Processing Limits.

J. TERMINATION:

Either you or we may terminate this entire Agreement or a particular service at any time upon thirty (30) days written notice. We may also terminate this Agreement or a particular service immediately if one or more of the following occurs: (1) You fail to perform or comply with any of the terms or conditions of this Agreement or of (a) any other agreement which you execute as security for your obligations to us in conjunction with this Agreement (the "Collateral Security Agreements") or of (b) any other agreement relating to your indebtedness to us or your account(s) with us; (2) any warranty or representation you have made proves to be false or misleading; (3) any proceeding for voluntary or involuntary bankruptcy, insolvency or similar proceeding is commenced by or against you or any guarantor of any of your obligations to us under this agreement or otherwise (a "Guarantor"); (4) any Guarantor dies; or (5) in our reasonable judgement we think there has been an adverse change in your financial condition or business or that you may not have sufficient available funds in your Account on Settlement Date. Our election to terminate this Agreement is in addition to other remedies that may be available to us, and will not affect any obligations you may have to us arising prior to such termination. Any reinstatement of services under this agreement will be at our sole discretion and must be agreed to in writing by an authorized representative of the bank.

K. ENTIRE AGREEMENT:

The terms of your account agreement(s) with us are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreement(s) and this Agreement, then this Agreement shall control to the extent necessary. You agree that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable, all other terms and conditions will continue in full force and effect. This Agreement supersedes any prior agreements between us relating to these services for your Account. You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgements and understandings will survive the performance and termination of this Agreement.

L. CHANGES:

From time to time, you may change information you have provided to us in Exhibits. You agree that we may rely on the information previously supplied by you until we receive written notice of any changes on forms prescribed by us, signed by your duly authorized Account signer(s), and have a reasonable opportunity to act on such notice. Such changes will be subject to this Agreement.

From time to time, we may amend this Agreement or may change information specified in the Documentation by written notice to you. Such changes will be effective when you receive them or at a later date if specified in our notice to you.

M. NO WAIVER:

Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either of us.

N. NOTICES:

Unless otherwise stated in this Agreement, all notices required by this Agreement or by law to be given by either of us shall be sent via first class U.S. Mail, by hand delivery, electronically or by any other means agreed upon between us. We will send written notices to you at the address given by you on Exhibit 3. You will send written notices to us at the address given by us on the Authorization Form.

O. ASSIGNMENT: SUCCESSORS:

This Agreement may not be assigned by either of us without the other's written consent, except that we may assign this Agreement or any part of it to any of our affiliates upon written notice to you.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

P. ARBITRATION:

Any controversy, claim, dispute or issue related to or arising from (i) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement; (ii) any charge or cost incurred under this Agreement; (iii) the collection of any amounts due under this Agreement; (iv) any alleged tort related to or arising out of this Agreement; (v) any breach of any provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provision of this paragraph. Commencement of litigation by any person entitled to demand arbitration under this paragraph shall not waive any right that person has to demand arbitration with respect to any counterclaim or other claim that may be made against that person, whether in, relating to, or arising out of such litigation, or otherwise. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each is in an amount less than \$500,000. The arbitrator(s) may award all remedies that a court could award. Judgment upon any award rendered by the arbitrator(s) in any such arbitration may be entered in any Court having jurisdiction thereof. Any demand for arbitration under this Agreement shall be made no later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the statute of limitations bars the arbitration of such matters shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in such location as is mutually acceptable to you and us. The arbitrator(s) in any such arbitration shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. Any arbitration under this paragraph shall be on an individual basis between the parties to this Agreement only and shall not be commenced, as a member or representative of or on behalf of a class of persons, it being the intention of the parties that there shall be no class action arbitration under this Agreement. You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and you and we each hereby waive and relinquish any right to claim otherwise. **With respect to disputes submitted to arbitration, you and we each waive all rights to a trial by jury.**

Q. GOVERNING LAW:

This Agreement will be governed by the laws of the state of Alabama and by Title 9 of the United States Code.

CITY OF CLINTON

COMPANY NAME

COMPANY SIGNATURE

ROSEMARY G. AULTMAN
PRINTED NAME

MAYOR
TITLE

NOVEMBER 6, 2001
DATE

AMSOUTH BANK SIGNATURE

PRINTED NAME

TITLE

**EXHIBIT 1 TO ACH SERVICE AGREEMENT
CERTIFICATE OF RESOLUTION**

Gentlemen:

We, the undersigned duly elected, qualified, and acting Mayor City Clerk ~~President and Secretary~~ (or Assistant Secretary) of City of Clinton ("Customer"), do hereby certify that at a ~~(special)~~ (regular) meeting of the Board of ~~Directors~~ (the "Board") of Company duly held on the 6 day of November, 2001 at which meeting a quorum was present and attending throughout, the following resolution, which is still in force and effect, was duly adopted and a written record thereof made, namely:

Resolved that in consideration of AmSouth Bank ("Bank") and Company entering into the ACH Service Agreement (including all Exhibits) attached hereto, which has been reviewed and approved by the Board (the "Agreement"):

1. The following officer(s) of Company:

Rosemary G. Aultman
SIGNATURE
ROSEMARY G. AULTMAN
PRINTED NAME

MAYOR
TITLE

W. Wayne Derrick
SIGNATURE
W. WAYNE DERRICK
PRINTED NAME

CITY CLERK
TITLE

JeHu Brabham
SIGNATURE
JEHU BRABHAM
PRINTED NAME

ALDERMAN AT LARGE
TITLE

SIGNATURE

PRINTED NAME

TITLE

is/are hereby designated as "Signatory Company Representative(s)" and authorized, for and on behalf of Company: (i) to execute and deliver to the Bank the Agreement; (ii) to designate one (1) or more Authorized Company Representatives in accordance with the Agreement as the representatives of Company authorized to initiate debit and credit Entries and to request other ACH services; (iii) to modify, substitute, or revoke, in accordance with the Agreement, the designation of Authorized Company Representatives; and (iv) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Agreement.

2. The Bank shall be entitled to rely on this Certificate of Resolution for the identification of the names and signatures of the persons holding the aforementioned offices of Company until such certificate or certificates are superseded by a later certificate.

3. This resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Certificate of Resolution which shall have the effect of canceling the previous certificate; or (ii) notice in writing from the Secretary or any Assistant Secretary of Company of the revocation thereof by a resolution duly adopted by the Board.

4. This Certificate of Resolution shall, when delivered to the Bank, constitute a part of the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Signed and delivered to the Bank, 6 day of NOVEMBER, 2001.

Tax identification number (required by federal law):

64-6000260

CITY OF CLINTON
COMPANY
Rosemary J. Auetman
PRESIDENT ~~MAYOR~~
W. Guich
~~SECRETARY OR ASSISTANT SECRETARY~~
CITY CLERK

(SEAL)

**EXHIBIT 2 TO ACH SERVICE AGREEMENT
DESIGNATION OF AUTHORIZED COMPANY REPRESENTATIVES**

When executed by AmSouth Bank ("Bank") and the undersigned Company ("Company"), this Exhibit shall constitute a part of the ACH Service Agreement ("the Agreement") in effect between the Bank and Company. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

In accordance with the Agreement between the undersigned Company and the Bank, the following individuals are hereby designated as Authorized Company Representatives and the representatives of Company authorized to initiate debit and credit Entries, and to request Bank to provide other ACH services in conjunction with any accounts maintained by Company with Bank:

Printed Name	Title	Telephone Number
<u>GERLDINE SLEDGE</u>	<u>SENIOR UTILITY CLERK</u>	<u>(601) 924-5462</u>
<u>DORIS BEAUCHAMP</u>	<u>CITY ACCOUNTANT</u>	<u>(601) 924-5462</u>
<u>WAYNE DERRICK</u>	<u>CITY CLERK</u>	<u>(601) 924-5462</u>

After Hours Contact and Telephone Number: GERLDINE SLEDGE (601) 924-9576

Payroll Service Vendor (if applicable): N/A

Location: 300 JEFFERSON STREET, CLINTON, MS

Contact and Telephone Number: _____

This Appendix must be signed on behalf of Company by a Signatory Company Representative.

CITY OF CLINTON

COMPANY NAME


COMPANY SIGNATURE

ROSEMARY G. AULTMAN
PRINTED NAME

MAYOR
TITLE

NOVEMBER 6, 2001
DATE

AMSOUTH BANK SIGNATURE

PRINTED NAME

TITLE

**EXHIBIT 3 TO ACH SERVICE AGREEMENT
OPERATING INSTRUCTIONS**

Application Type:

CITY OF CLINTON

COMPANY NAME (ON BATCH HEADER)

5000030380

ACCOUNT NUMBER

646000206

TAX ID (9 DIGITS)

GERLDINE SLEDGE

CONTACT NAME

(601)924-5462

PHONE NUMBER

File Delivery Method: **TRANSMISSION**

[Transmission, AmSouth AccessPlus ACH (*AmSouth AccessPlus Agreement Required*), AmSouth ACCESS (*Cash Concentration or Reverse Cash Concentration Agreement Required*), Third Party Vendor, TMS Web ACH (*AmSouth TMS Web Agreement Required*), EDI Payment Origination (*AmSouth EDI Origination Agreement Required*)]

Third Party Vendor and Location: _____

Contact Name and Phone Number: _____

ACH Returns Processing

Delivery Method: _____

FAXED

(Transmission, AmSouth AccessPlus ESP Report, Faxed Advices, Paper Advices)

Fax Number (if applicable): (601)925-4605

Account Number: **5000030380**

Address and Contact: _____

One Time Re-Deposit Feature: N
(Check if applicable)

Maximum Dollar Amount: _____

It is Customer's responsibility to notify Bank of any changes to Account Number, Company Name, Tax I.D., Application Type. Failure to do so may cause Customer's file to reject and not be processed. Customer's file may not be processed until a new Exhibit 3 is on file with Bank.

CITY OF CLINTON

COMPANY NAME

300 JEFFERSON STREET

STREET ADDRESS

CLINTON, MS 39056

CITY, STATE, ZIP

Rosemary G. Aultman

COMPANY SIGNATURE

ROSEMARY G. AULTMAN

PRINTED NAME

NOVEMBER 6, 2001

DATE

AMSOUTH BANK SIGNATURE

PRINTED NAME

TITLE

EXHIBIT 4 TO ACH SERVICE AGREEMENT SECURITY PROCEDURES

This Exhibit shall constitute a part of the ACH Services Agreement entered into by and between Bank and Company dated NOVEMBER 6, 2001.

Company shall transmit Entries (or Cancellations or amendments if accepted by Bank) in accordance with the following Security Procedures as designated in Section III of the ACH Services Agreement. The method of transmission of the Entries shall dictate the Security Procedure that must be utilized.

Company acknowledges that these Security Procedures are designed to verify the authenticity of the payment order or the cancellation or amendment and that they are not designed to detect errors in the transmission or its content. Company further acknowledges that these Security Procedures are "commercially reasonable" as that term is defined and used in Article 4A of the Uniform Commercial Code.

Company may reject the "commercially reasonable Security Procedures" offered by Bank and elect to use Customer's own Security Procedures by indicating its acceptance or rejection below. If Company rejects Bank's Security Procedure, Company hereby acknowledges that Bank first offered to Company a "commercially reasonable" Security Procedure. Bank may, at its option, refuse to accept Customer's Security Procedures, in which case, Bank shall refuse to accept Entries initiated by Company.

On-line Transmission:

Company shall initiate a confirmation via ACH-VRS to Bank on the day Company intends to deliver Entries. Upon receipt of the ACH file totals, Bank shall run a pre-edit program to compare the total dollar amount of the Entries contained in the transmission to the information entered in ACH-VRS. If the data does not match, Bank shall contact Company to verify the authenticity of the File.

AMSOUTH AccessPlus ACH:

Company shall initiate a request via AmSouth AccessPlus software to the Bank's File Server. All AmSouth AccessPlus ACH customers are required to check the file status of all transmissions to insure they have received the "Accepted" status for processing. The Bank cannot be responsible for file transmission timeliness. Company will be responsible for same day verification of file status by performing a communication session through AmSouth AccessPlus.

TMS Web ACH:

Company shall initiate a request via AmSouth TMS Web ACH to Bank via the Internet. All TMS Web ACH customers are required to check the file status of all initiated ACH batches to insure they have received the "Submitted" status for processing. The Bank cannot be responsible for batch initiation timeliness. Company will be responsible for same day verification of ACH batch status.

Bank's Security Procedures are: X Accepted Rejected

CITY OF CLINTON

COMPANY NAME

Rosemary G. Aultman
COMPANY SIGNATURE

ROSEMARY G. AULTMAN
PRINTED NAME

MAYOR
TITLE

NOVEMBER 6, 2001
DATE

AMSOUTH BANK SIGNATURE

PRINTED NAME

TITLE

**EXHIBIT 5 TO ACH SERVICE AGREEMENT
PROCESSING LIMITS**

This Exhibit shall constitute a part of the ACH Services Agreement entered into by and between Bank and Company dated NOVEMBER 6, 2001.

The dollar amount of Entries transmitted by Company to Bank shall not exceed the Processing limits set forth below:

CREDIT EXPOSURE LIMIT: **\$0.00**

CREDIT FILE SUBLIMIT: _____

DEBIT EXPOSURE LIMIT: **\$135,000.00**

DEBIT FILE SUBLIMIT: _____

Definitions:

CREDIT EXPOSURE LIMIT:

Maximum dollar amount of Company's Credit Entries accepted by Bank for processing but not yet settled (includes all files and/or applications pending settlement)

CREDIT FILE SUBLIMIT:

Maximum dollar amount of Company's Credit Entries allowable per file (this is, therefore, a subset of Credit Exposure Limit)

DEBIT EXPOSURE LIMIT:

Maximum dollar amount of Company's Debit Entries accepted by Bank for processing but not yet settled (includes all files and/or applications pending settlement)

DEBIT FILE SUBLIMIT:

Maximum dollar amount of Company's Debit Entries allowable per file (this is, therefore, a subset of Debit Exposure Limit)

Bank shall be under no obligation to accept for processing any Entries in excess of the PROCESSING LIMITS listed above. Bank reserves the right to modify Company's Processing limits, in its sole discretion, at any time.

CITY OF CLINTON

COMPANY NAME

COMPANY SIGNATURE

ROSEMAY G. AULTMAN

PRINTED NAME

MAYOR

TITLE

NOVEMBER 6, 2001

DATE

AMSOUTH BANK SIGNATURE

PRINTED NAME

TITLE

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 06, 2001

Agenda Item No. 9

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Final Change Order-Southside-Contract #2	
Introduced by: Richard L. Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: <u>change order-final</u>
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action:

Motion made by: Todtson
Seconded by: Hisaw

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

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

CONTRACT CHANGE ORDER

OWNER: City of Clinton, MississippiCONTRACTOR: Max Foote Construction, Inc.DATE: October 29, 2001LOAN NUMBER: SRF-C280-805-02CHANGE ORDER NUMBER: 3 - FinalCONTRACT NUMBER: Contract 2PROJECT NAME: Clinton Southside Sewer ImprovementsREASON FOR CHANGE: Minor additions and modifications

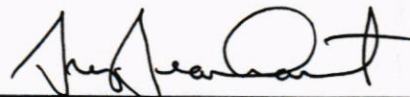
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM
THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

(USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
1	Removal of tree at entrance	\$350	\$350.00	\$350.00
2	Coat exterior concrete with one coat of thorocoat	\$3,840	\$3,840.00	\$3,840.00
3	Rerouting conduit at control panel	\$1,500	\$1,500.00	\$1,500.00
4	Add (4) 220 volt circuits and one 3-way switch	\$1,200	\$1,200.00	\$1,200.00
5	Additional work on 36" influent line	\$1,122.50	\$1,122.50	\$1,122.50
TOTAL CONTRACT CHANGE			\$8,012.50	\$8,012.50
			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT: As Bid			\$5,452,000.00	\$5,452,000.00
CURRENT CONTRACT AMOUNT: As Bid			\$5,739,756.00	\$5,739,756.00
THIS CONTRACT CHANGE:			\$8,012.50	\$8,012.50
REVISED CONTRACT AMOUNT:			\$5,747,768.50	\$5,747,768.50
CURRENT CONTRACT COMPLETION DATE:			October 31, 2001	October 31, 2001
TIME EXTENSION REQUIRED BY CHANGE:			0	0
REVISED CONTRACT COMPLETION DATE:			October 31, 2001	October 31, 2001

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:



ENGINEER (Gregory Gearhart, P.E.)

10/29/01

DATE

ACCEPTED BY:

CONTRACTOR

DATE

APPROVED BY:

OWNER

DATE

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 06, 2001

Agenda Item No. 10

Consent Agenda:
For:

To:

Account No.

Discussion/Action:

Public hearing to discuss/recommend SRF water improvement projects:

1. Elevated stage tank south of I-20

2. Water well and water dist. improvements south of I-20

Introduced by:

Telephone No.

Richard Broome

924-5462

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Recommendation:

Board Action:

Motion made by: _____

Seconded by: _____

*Public Hearing
no Board action
Required.*

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

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

Proof of Publication

The State of Mississippi

Hinds County

PASTE PROOF HERE

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Shirley Mize

an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

NOTICE OF PUBLIC HEARING
The City of Clinton, Mississippi will hold a public hearing on Tuesday, November 6, 2001, at 7:00 p.m. at the Police Station Board Room, Clinton, Mississippi, to discuss proposed improvements to the City's water system.
The proposed improvements include construction of an elevated water tank, water well, and water lines. These improvements will be located south of I-10 and along the I-20 corridor. The purpose of the hearing is to include discussion of Potential Environmental Impacts of the Project and Alternatives, Proposed Cost Estimates, and receive public input on the proposed improvements.
WITNESS MY SIGNATURE, this the 24 day of September, 2001.
/s/ Rosemary J. Aultman
Mayor Rosemary Aultman
City of Clinton
ATTEST:
/s/ Wayne Derrick
Wayne Derrick
City clerk
Publish: September 27, 2001

Dates of Publication:

Lines: 46
Words: 130
Issues: 1
Total: \$32.60

Thursday, September 27, 2001

Signed

Shirley Mize

Authorized Clerk
of The Clarion-Ledger

Marie Mills

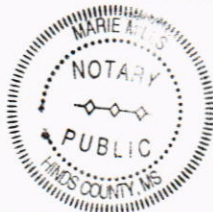
Notary Public

SWORN to and subscribed before me on 9/27/2001

Notary Public State of Mississippi At Large.

My Commission Expires: Nov. 8, 2004

Bonded thru Notary Public Underwriters



(SEAL)

MY COMMISSION EXPIRES
November 8, 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 06, 2001

Agenda Item No. 11.

Consent Agenda: For:	To: Account No.
-------------------------	----------------------------

Discussion/Action: Setting of public hearing date for Hobby Farms special assessment district	
Introduced by: Richard Broome	Telephone No. 924-5462

Removed from
agenda -
will be presented at later
date -

Exhibits for Review:

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

Recommendation:

Board Action: _____ Motion made by: _____
Seconded by: _____

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

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

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 06, 2001

Agenda Item No. 12.

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Authority for Mayor to execute General Agreement for local Public Agency Projects with MDOT	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action: _____ Motion made by: Touchton
Seconded by: Brantley

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

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

GENERAL AGREEMENT**FOR****LOCAL PUBLIC AGENCY PROJECTS**

This AGREEMENT made by and between the MISSISSIPPI TRANSPORTATION COMMISSION, by and through the duly authorized Executive Director of the Mississippi Department of Transportation, hereinafter referred to as the **MDOT** and the City of Clinton, Hinds County, Mississippi, the LOCAL PUBLIC AGENCY, hereinafter referred to as the **LPA**, for the purpose of establishing the agreed conditions under which the **LPA** may utilize Surface Transportation Program (STP) Funds, National Highway System Intermodal Connector Improvement Program (ICIP) Funds, Intelligent Transportation Systems (ITS) Funds, Transportation Enhancement (TE) Funds or any other funds administered by the Federal Highway Administration, hereinafter referred to as Federal Funds, that may be provided by the Transportation Equity Act for the 21st Century (TEA-21) and subsequent acts.

PROJECT DESCRIPTION: Project and project funding are described in the approved Project Activation Request with approved amendments, if any, and attached approved RWD 700 (**LPA** Roadway Design Related Data) and/or RWD 800 (**LPA** Non-Roadway Design Related Data), hereinafter referred to as the PROJECT.

WHEREAS, it is understood that procedures presented herein are general in nature with details and specific requirements contained in the **MDOT** Project Development Manual for Local Public Agencies; and

WHEREAS, the **LPA** has proposed PROJECT(S) to construct, reconstruct and/or improve traffic services on certain streets or make other transportation related improvements utilizing Federal Funds as allocated to the **LPA** by the **MDOT**; and

WHEREAS, the **MDOT** has allocated a specific amount of Federal Funds to the **LPA** in accordance with the procedures for distribution and intends to allocate additional Federal Funds as these funds become available; and

WHEREAS, the allocated Federal Funds may be used for funding approved PROJECT(S) using the maximum allowable funding ratio unless such participation would result in an amount greater than the total **LPA** allocation at which time the Federal participation ratio will be reduced accordingly so that the total **LPA** allocation will not be exceeded.

NOW THEREFORE, it is mutually agreed that:

I. GENERAL:

SECTION 1. PROHIBITED INTEREST No member, officer or employee of the **LPA** or **MDOT** during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds therefrom other than those interests set forth herein.

SECTION 2. TERMINATION The **MDOT** shall have the right to terminate this AGREEMENT with fifteen (15) days written notice if the **LPA** fails to comply with their obligations as provided herein. The **LPA** shall have the right to terminate this AGREEMENT with fifteen (15) days written notice if circumstances beyond the control of the **LPA** prohibit the **LPA** from complying with their obligations as provided herein. The AGREEMENT may be terminated at any time by mutual written consent of the **LPA** and **MDOT**.

II. THE LPA WILL FOR EACH PROJECT:

SECTION 1. Initiate any proposed PROJECT in accordance with the **MDOT** Project Development Manual for Local Public Agencies. The **LPA** must initiate Public Involvement programs early in the PROJECT initiation process in order to assure maximum participation on the part of the public, including minority and low-income communities, in the selection and development of the PROJECT.

SECTION 2. The **LPA** may choose to participate in the **MDOT** Special Match Credit Program. This program is outlined in the **MDOT** Project Development Manual for Local Public Agencies. If the **LPA** does wish to participate, the Chief Elected Official of the **LPA** must indicate such intent in the Project Activation Request. The **LPA** must insure compliance with the **MDOT** Consultant Selection Standard Operating Procedures for all professional services for the PE and ROW Phases and must obtain all real properties and easements in accordance with procedures required by Federal and State laws and regulations. The **LPA** must deposit with the **MDOT** all matching funds above the Special Match Credit if required. Credit in excess of the 20% percent match will not be allowed. **LPA** projects for which the Federal Highway Administration allows 100% federal funds for construction with no local match are not eligible for the **MDOT** Special Match Credit Program.

SECTION 3. If the **LPA** plans to utilize consultant(s) in any phase(s) of the PROJECT and wishes to have such costs eligible as part of the **MDOT** Special Match Credit Program for construction and/or for construction engineering for construction, consultant selection procedures must be in conformance with the **MDOT** Consultant Selection Standard Operation Procedures.

SECTION 4. Prepare and submit the Project Activation Request and RWD-700\RWD-800 forms, as applicable, for the activation of any project in accordance with the **MDOT** Project Development Manual for Local Public Agencies.

SECTION 5. After notification of Project Activation Request approval, make necessary field surveys and prepare plans. The total cost for field surveys and preparation of plans will be borne by the **LPA**; however, the **LPA** may request that such costs be eligible as part

of the **MDOT** Special Match Credit Program. No expenditures for work performed prior to Project Activation Request approval will be eligible for reimbursement or **LPA** Special Match Credit.

SECTION 6. Prepare environmental documents in accordance with the **MDOT** Project Development Manual for Local Public Agencies and submit to **MDOT** for review and approval. After **MDOT's** review, the **LPA** shall offer opportunity for, and conduct public hearings when required; coordinate with plans of other agencies; and all related preliminary requirements. **LPA** outlays for the environmental process may be eligible for the **MDOT** Special Match Credit Program.

SECTION 7. After approval of the environmental document the **LPA** may proceed using **LPA** forces or consultants, to prepare right-of-way plans, maps and deeds; abstract titles; make right-of-way appraisals; make appraisal review; acquire all right-of-way as required for construction of the PROJECT; relocate or adjust utilities; enter into agreements for any railroad work required; prepare right-of-way stage relocation plan; provide relocation assistance to all families, farms or business enterprises, etc. that are required to relocate as a result of the PROJECT. These procedures will be performed in accordance with procedures in the **MDOT** Project Development Manual for Local Public Agencies. The total cost for right-of-way and associated work will be borne by the **LPA**; however, the **LPA** may request that such costs be eligible as part of the **MDOT** Special Match Credit Program.

SECTION 8. Should the **LPA** desire Federal-aid participation in construction engineering to be performed by the **LPA** forces, the methods and rates of compensation for construction engineering services will be in accordance with normal **LPA** methods and rates. If the **LPA** desires Federal-aid participation in construction engineering using a Professional Engineer or an Architectural Consultant, the methods and rate of compensation for construction engineering services performed must be established in the form of an agreement between the **LPA** and the consultant firm. Individual hourly time charges to the project for construction engineering work performed by an **LPA** employee or consultant employee must be properly documented, and statements of these charges must be furnished to the **MDOT** with monthly estimates. Total construction engineering charges exceeding fifteen percent (15%) of the total construction cost are not eligible for Federal-aid participation. All charges determined to be Federal-aid non-participating shall be borne by the **LPA**.

SECTION 9. The **LPA** will prepare and bear the cost of other miscellaneous documents required as part of the PROJECT development, such as soil surveys, pavement type selections and designs, design exception requests, requests for the use of proprietary items or **LPA** forces or equipment for public interest findings, signal operation plans, etc. The **LPA** will also have technicians and equipment to perform testing on the PROJECT certified per **MDOT's** Standard Operating Procedure. The total cost for such work will be borne by the **LPA**; however, the **LPA** may request that such costs be eligible as part of the **MDOT** Special Match Credit Program.

SECTION 10. The **LPA's** Professional Engineer or Architect will prepare the Plans, Specifications and Estimate Assembly (PS&E Assembly) in accordance with the **MDOT** Project Development Manual for Local Public Agencies. Once completed, three (3) sets of the PS&E Assembly must be submitted to the **MDOT** District representative.

SECTION 11. After award of contract and prior to beginning construction, the **LPA** is responsible for the coordination of a preconstruction conference with all parties to the contract in attendance to include the project engineer/architect, the prime contractor, subcontractor(s) and utility companies. The conference should address any problem with utility conflicts and should direct the contractor's attention to important contract provisions such as Equal Employment Opportunity and Disadvantaged Business Enterprise requirements, safety meetings, sub-contracting, contract time, Mississippi Department of Environmental Quality requirements, and any unusual construction requirements. Minutes shall be prepared and distributed by the **LPA** in accordance with the **MDOT** Project Development Manual for Local Public Agencies.

SECTION 12. Upon receipt of authority to advertise for bids from the **MDOT**, the **LPA** may proceed with the advertisement, receipt of bids and opening and approval of bids in accordance with the **MDOT** Project Development Manual for Local Public Agencies. Any PROJECT lying within the boundaries of an *Urbanized Area* and involving an increase in costs over previously approved costs must have the concurrence of the *Metropolitan Planning Organization* (MPO). The **LPA** must request **MDOT** concurrence in the award of the contract (to award, to reject, or to reject and re-advertise). Once concurrence in the award of the contract has been made by **MDOT** the **LPA** may proceed with the award of the contract with the contractor.

SECTION 13. Following **MDOT** concurrence in the award of the contract and the deposit of the required **LPA** matching funds, the **LPA** can execute the contract with the contractor and issue a Notice to Proceed to the contractor. Eight (8) copies of the complete proposal and contract documents must be forwarded to the **MDOT** in accordance with the **MDOT** Project Development Manual for Local Public Agencies. The **LPA** may elect to either deposit the full amount of required **LPA** matching funds or deposit only one-third (1/3) of the required **LPA** matching funds with the **MDOT**. If the **LPA** elects to make the partial deposit, an additional one-third (1/3) must be deposited before or with the first construction progress estimate to be paid by **MDOT** with the remaining balance deposited with the next construction progress estimate.

SECTION 14. The **LPA** will employ or retain a registered Professional Engineer or Architect, as appropriate, as the **LPA** Engineer/Architect to act for and on behalf of the **LPA** to be responsible for all construction engineering activities. Other competent technical assistance will be employed by the **LPA** as deemed necessary to assist the **LPA** Engineer/Architect. The **LPA** shall provide the **MDOT** District Engineer and **MDOT** Contract Administration Engineer with the name, title and position of the full time **LPA** employee to be the responsible Project Manager and the name, title, and position of either the full time **LPA** employee or consultant, as applicable, to be the Professional in responsible charge of supervising the PROJECT. If the **LPA** retains a consulting engineer or architect as the **LPA** Project Engineer/Architect, he/she will be responsible for all construction engineering activities, but such activities will be under the direct control of the **LPA** employee assigned by the **LPA**. If the **LPA** has a full-time publicly employed registered Professional Engineer/Architect on staff, the **LPA** may assign the **LPA** Engineer/Architect as the Project Engineer/Architect to be in responsible charge and direct control of the PROJECT.

SECTION 15. If any change to the contract is proposed (such as in contract time, a basic change to the plans due to error or omission, etc.) a Supplemental Agreement will be required between the contractor and the **LPA**. The **LPA** must verify availability of Federal Funds through the **MDOT** Planning Division for any increase in cost prior to execution of a Supplemental Agreement. A Supplemental Agreement must include complete documentation of the necessity for the change and/or benefit to be derived from it. If the change is purely contractual, the contractual basis for the change shall be cited. Any PROJECT lying within the boundaries of an *Urbanized Area* and involving an increase in costs over previously approved costs must have the concurrence of the *Metropolitan Planning Organization* (MPO). The MPO must also be furnished a copy of any Supplemental Agreement even if the cost does not increase.

SECTION 16. Changes to plan quantities may require preparation of a Quantity Adjustment. Minor changes that may be considered field adjustments necessary to carry out the intent of the plans, such as adjusted pipe lengths, minor adjustments of structures, and other items of a similar nature will not ordinarily require a Quantity Adjustment. If an accumulation of minor changes results in a total PROJECT cost exceeding the PROJECT Agreement cost estimate, changes must be combined and submitted on one Quantity Adjustment to allow the **MDOT** to modify the PROJECT Agreement with FHWA. Any PROJECT lying within the boundaries of an *Urbanized Area* and involving an increase in cost over the previously approved cost must have the concurrence of the MPO. The MPO must also be furnished a copy of the Quantity Adjustment.

SECTION 17. The **LPA** will provide for the sampling and testing of all materials to be used in the construction prior to the incorporation in the work and certify to the **MDOT** that all materials used meet the requirements of the plans and specifications. This certification will be based upon test reports and manufacturer's certificates and/or certified test reports as applicable as set forth in **MDOT** Standard Operating Procedure TMD-20-04-00-000. These reports must be maintained on file by the **LPA** Engineer/Architect in accordance with the **MDOT** Project Development Manual for Local Public Agencies.

SECTION 18. The **LPA** will prepare and certify PROJECT monthly estimates of the work completed in accordance with the **MDOT** Project Development Manual for Local Public Agencies.

SECTION 19. The **LPA** will comply with any **MDOT** or FHWA requirements for project reporting and/or evaluation. Such reports and/or evaluation will conform to the required **MDOT** or FHWA format and must be submitted in accordance with the time schedule established by the **MDOT** or FHWA.

SECTION 20. Once all work has been substantially completed the **LPA** Engineer /Architect will request a final inspection through the **MDOT** District Engineer in accordance with the **MDOT** Project Development Manual for Local Public Agencies. Once the final inspection has determined that all work is satisfactory the **MDOT** will issue a letter for release of maintenance responsibility to the **LPA** which will, in turn, issue a similar letter for release of maintenance responsibility to the contractor.

SECTION 21. As early as possible after completion of all work but not later than one (1) year after release of maintenance, the **LPA** must request **MDOT** final acceptance in

accordance with the **MDOT** Project Development Manual for Local Public Agencies. No further **LPA** Project Activation Requests for **LPA** projects will be approved until all such completed **LPA** projects have obtained **MDOT** final acceptance.

SECTION 22. The **LPA** shall maintain and operate or provide for the maintenance and operation of the completed PROJECT. No changes will be made to the completed PROJECT which would alter the approved definition of the PROJECT or which would affect traffic and/or traffic control on the PROJECT without the prior approval of the **MDOT**. The **LPA** understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the **LPA** from receiving any Federal Funds until such time as the deficiencies are corrected to the satisfaction of the **MDOT** and the Federal Highway Administration.

SECTION 23. The **LPA** shall meet the audit requirements of OMB Circular A-133, *Audit of States, Local Governments and Non-Profit Organizations*. An audit will be required in accordance with the said Circular if the **LPA** expends \$300,000.00 or more in Federal Funds during the **LPA's** fiscal year. If an audit is required, the audit report must be submitted to the **MDOT** within thirty (30) days after the receipt of the **LPA** Certified Public Accountant's audit report or nine (9) months after the end of the audit period, whichever is earlier. In any event, PROJECT accounting records, payrolls, documents, papers and other necessary data to support PROJECT costs will be maintained on file by the **LPA** for at least three (3) years from the date of payment of the final estimate and may be audited by representatives of the **MDOT**, the Federal Highway Administration and any other authorized representative of the Federal Government or the State of Mississippi, and copies thereof will be furnished if requested. **MDOT** costs for any such audit will be charged to the PROJECT.

SECTION 24. To the extent allowed by State law, the **LPA** will assume all responsibility for and save the **MDOT** harmless from any suits, actions or claims of any character, brought for or on account of any injuries or damages, received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this PROJECT.

SECTION 25. During the performance of this AGREEMENT, the **LPA** and the **MDOT** agree as follows:

(a) Compliance with Regulations: The **LPA** and the **MDOT** shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b), hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.

(b) Nondiscrimination: The **LPA**, with regard to the work performed by it after award and prior to completion of the AGREEMENT, shall not discriminate on the grounds of race, color, national origin, sex, age or handicap/disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **LPA** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS. In addition, the **LPA** will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405(b).

(c) Equal Employment Opportunity: The **LPA** understands that the **MDOT** is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability or any other discrimination made unlawful by Federal, state or local laws. All such discrimination is unlawful and the **LPA** agrees that, during the term of the AGREEMENT, the **LPA** will strictly adhere to this policy in employment practices and provision of services.

(d) Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the **LPA** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the **LPA** of the **LPA's** obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, religion, color, national origin, sex, age or handicap/disability.

(e) Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The **LPA** shall report all suspected or reported violations to the **MDOT**.

(f) Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. Contractors shall also be required to pay wages not less often than once a week.

(g) Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(h) Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

(i) Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165).

(j) Disadvantaged Business Enterprises (DBE). It is the policy of the **MDOT** to comply with the requirements of 49 CFR 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, **LPA** and any sub-recipient or sub-contractor shall comply with the **MDOT** DBE Programs for United States Department of Transportation Assisted Contracts”.

1) Neither the **LPA**, nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this AGREEMENT. The **LPA** shall carry out applicable requirements of 49 CFR 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the **LPA** to carry out those requirements is a material breach of the AGREEMENT which may result in the termination of this AGREEMENT or such other remedies as the **MDOT** deems appropriate.

2) The **LPA** approves and adopts the **MDOT** DBE Program currently in effect, which is incorporated into this AGREEMENT as if written herein. It is fully understood that the current program has been approved by the Federal Highway Administration and modifications to the program may be required from time to time by Federal Authority. In such case, sub-grants of Federal Funds to the **LPA** through the **MDOT** shall be contingent upon the **LPA** approving and adopting all modifications required by Federal Authority upon notification and receipt of the modifications from the **MDOT**.

3) The **LPA** will approve and incorporate the **MDOT's** current specifications on the subject disadvantaged business enterprise which is a part of the DBE Program.

4) The **LPA** will designate and adequately fund a liaison officer as well as such support staff as may be necessary and proper to administer the DBE program and furnish the **MDOT** a description of the authority, responsibilities and duties of the liaison officer and support staff.

5) The **LPA** will allow access by representatives of the **MDOT** and the Federal Highway Administration to all parts of the work records documentation as related to the implementation and monitoring of provisions of the DBE Program and specifications.

6) Any contract between the **LPA** and a contractor or consultant shall contain the language of this section, and shall require the same to be included in any and all subcontracts. In addition, the agreement between the **LPA** and a contractor or consultant shall require prompt payment to all subcontractors or material suppliers for all monies due, within fifteen (15) calendar days after receiving payment from the **MDOT**.

III. THE MDOT WILL FOR EACH PROJECT:

SECTION 1. *MDOT* Planning Division will assist the *LPA* in the determination of eligibility of proposed projects, will provide guidance in the procedures for initiation and activation of projects and will incorporate selected/eligible projects into the Statewide Transportation Improvement Program.

SECTION 2. The *MDOT* Planning Division will assist the *LPA* in determining the functional classification for roadway projects and will review and process *LPA* Project Activation Requests and accompanying RWD-700 and/or RWD-800 Design Related Data. The *MDOT* Planning Division will also notify the *LPA* of the approval of the Project Activation Request and RWD-700/RWD-800 (subject to correction of comments, if any) and will advise the *LPA* of the project number assigned to the PROJECT

SECTION 3. If requested by the *LPA*, the *MDOT* will furnish guidance in accomplishing all requirements of the preliminary engineering and right-of-way phase, including all public hearing requirements and environmental requirements.

SECTION 4. The *MDOT* Environmental Division will review the Environmental Document prepared by the *LPA* for the PROJECT and, if approved, will forward it to the Federal Highway Administration for final approval. The *LPA* will be notified by *MDOT* once final approval of the Environmental Document has been obtained.

SECTION 5. Once *MDOT* receives the complete Plans, Specifications, and Estimate (PS&E) Assembly from the *LPA* for the PROJECT, the *MDOT* Contract Administration Division will notify the *LPA* of Disadvantaged Business Enterprise requirements and issue the *LPA* Authority to Advertise for Bids. The *MDOT* Contract Administration Division will also enter into a Federal-aid Project Agreement with the Federal Highway Administration for the approved PROJECT Federal Funds.

SECTION 6. Review the recommendations and tabulation of bids and other required documents furnished by the *LPA*. Once *MDOT* concurrence in the award of the contract has been made, the *MDOT* Contract Administration Division will advise the *LPA* to deposit the required matching funds and furnish necessary documentation. After all necessary matching funds and documentation have been received, *MDOT* will issue the *LPA* authority to issue a Notice to Proceed with the construction contract. The *MDOT* Contract Administration Division, if necessary, will also modify the Federal-aid Project Agreement for the PROJECT with the Federal Highway Administration.

SECTION 7. Review and authorize payment to the *LPA* for the completed work on monthly construction progress estimates that have been checked and certified by the *LPA* and final estimates prepared and submitted by the *LPA* and checked by the *MDOT* Final Plans Engineer. Estimates should include charges to the PROJECT by *LPA* or by approved consultant employees who perform construction engineering work. Construction engineering services performed by *MDOT* employees will also be charged to the PROJECT with the total construction engineering charges by the *LPA*, approved *LPA* consultants and the *MDOT* not to exceed fifteen percent (15%) of the total PROJECT construction cost. Total payments shall not exceed the total amount allocated to the PROJECT.

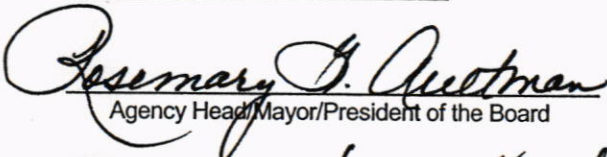
SECTION 8. Assist the **LPA** in the preparation of Quantity Adjustment and/or Supplemental Agreements found to be necessary during the life of the PROJECT.

SECTION 9. Upon request of the **LPA**, participate in a final inspection of the PROJECT with representatives of the **LPA** and the Federal Highway Administration. Once all items identified during the inspection, if any, have been satisfactorily corrected, the **MDOT** will issue a letter for release of maintenance responsibility to the **LPA** which will, in turn, issue a similar letter for release of maintenance responsibility to the contractor.

SECTION 10. Once the **LPA's** request for final acceptance and all required documentation has been received and determined to be acceptable, final estimates, including any retainage, will be processed for payment. A letter of final acceptance will be forwarded by the **MDOT** Construction Division to the **LPA** which will, in turn, issue a similar letter of final acceptance to the contractor.

IN WITNESS WHEREOF, the parties have affixed their signatures,

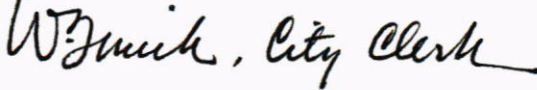
LOCAL PUBLIC AGENCY


Agency Head/Mayor/President of the Board

DATE: November 7, 2001

Authorized on the 6 day of November, 2001, Minute Book AA, Page No. ____.

ATTEST:



Title

**MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE
DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT
OF TRANSPORTATION**

Executive Director

DATE: _____

Authorized on the ____ day of _____, _____, Minute Book _____, Page No. ____.

ATTEST:

Secretary, Transportation Commission

Zack Stewart
Northern District Commissioner

Dick Hall
Central District Commissioner

V. H. Brown
Southern District Commissioner



Larry L. "Butch" Brown
Executive Director

James H. Kopf
Deputy Executive Director/
Chief Engineer

Mississippi Department of Transportation / P.O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110

October 23, 2001

Honorable Rosemary Aultman
Mayor, City of Clinton
P. O. Box 156
Clinton, MS 39060-0156



SUBJECT: Local Surface Transportation Program Agreement

Dear Mayor Aultman:

Enclosed for your execution is a new Local Surface Transportation Program Agreement for Local Public Agencies. This agreement between the MDOT and the LPA you represent will allow the LPA to use any number of federal funds that the LPA may receive in any given year. This agreement reflects those changes in procedure brought about as a result of the new Project Development Manual recently implemented by the MDOT.

This amendment should be executed and returned to the MDOT Planning Division by December 15, 2001. **No projects currently in design stages may be authorized until such time that the new agreement has been executed.**

Thank you for your cooperation in this matter

If you have any questions, please contact Mr. Robert Burt at telephone number: (601) 359-7685.

Sincerely,

William R. Balentine, P. E.
State Planning Engineer

WRB:RAB:lj

Enclosure

pc: Mr. Jim Kopf, Deputy Executive Director/Chief Engineer
Mr. Marlin D. Collier, Director, Office of Intermodal Planning
Mr. Billy W. Key, Engineer, Contract Administration



Hazardous-Materials Needs List

IMMEDIATE EQUIPMENT NEEDS (Emergency Purchase)

Purpose: To deal with immediate threats and possible contact concerning Anthrax and other possible bacterial infections or biological exposures, *i.e.*, Botulism, Plague, Smallpox, or Tularemia as provided in the October 12 CDC Health Advisory which lists these as high-priority bacterial or viral agents that pose a high risk to our national security.

2- 95 gallon overpack drums	\$ 337.80
2- 65 gallon overpack drums	\$ 304.00
1- 44" 12x10 polypropylene shovel	\$ 42.00
1- 39" 12x10 polypropylene shovel	\$ 40.30
1- 41" 16x14 polypropylene shovel	\$ 56.80
1- 35" 16x14 polypropylene shovel	\$ 53.55
2- 3 x 11 ¾ x 3 polypropylene brooms	\$ 104.00
2- 2 ½ x 18 ½ x 2 ½ polypropylene brooms	\$ 112.90
1- Flatbed 4 wheel dolly	\$ 325.00
1- 2 wheel dolly	\$ 115.00
30- Traffic cones in two different sizes	\$ 350.00
2- cell phone	\$ 200.00
4- VOX microphone	\$ 1,600.00
2- cartons- Haz-mat garbage bags	\$ 148.10
1- Drum and Tank repair kit	\$ 572.55
1- Drum repair kit	\$ 266.65
12 pr.- various sizes chemical resistant overboots	\$ 684.00
4- Tychem TK Level A suits	\$ 2,788.00
4- Tychem BR Level B suits – encapsulated	\$ 792.40
8- Tychem BR Level B suits – hooded	\$ 642.40
4- Tychem QC Rear entry suits	\$ 247.68
50 pr.- Latex haz-mat boot covers	\$ 29.00
8 pr.- Butyl I gloves assorted sizes	\$ 262.88
8 pr.- Neoprene Chloroflex II gloves assorted sizes	\$ 113.04
1- case- Hazwik socs	\$ 75.95
1- case- 11" x 13" absorbent pads	\$ 116.55
1- case- 5" x 10' booms	\$ 176.85
2- decon pools	\$ 100.00
2- decon brushes	\$ 87.90
1- Windsock	\$ 46.95
10 - Rolls barrier tape	\$ 202.50
50 - Metal marks	\$ 20.00
4 - Low level light condition binoculars	\$ 1,800.00

5 - NIOSH pocket guide manuals	\$ 100.00
5 - Condensed Chemical Dictionaries	\$ 745.00
2 - Sax's Hazardous Chemical Books	\$ 1,080.00
4 - Scott Air pac 4,500psi 60 bottles	\$ 13,268.80
7 - Field Test Kits (not available as of 10/24/01)	\$ ----?----

Projected Expenditures

\$ 28,008.55

OTHER IMMEDIATE NEEDS:

Vehicles:

1- "Haz-Mat" trailer	\$ 7,500.00
16 foot enclosed trailer retrofitted for equipment and supplies	

1 - F-250 4X4 Crew Cab Diesel Truck	\$ 28,000.00
Replace Existing Commanders Vehicles	
Towing capabilities for Haz-Mat unit	
Provide off-road capabilities	
Hazardous road conditions use, i.e., ice, snow, flooding, etc.	
Personnel transport (up to 6 individuals)	
Patient transport from normally inaccessible sites	

1- 6 wheel All Terrain Vehicle	\$ 12,500.00
(ATV) and accessories	

FUTURE EQUIPMENT:

1- Portable Survey Meter & geiger probe	\$ 1,345.95
1- Midland emergency response kit	\$ 4,595.00
1- pressure test kit for level A suits	\$ 995.00
1- complete responder decon shower kit	\$ 595.00
2- Laptop computers	\$ 3,600.00
2- Sax's Hazardous Chemical Databases	\$ 1,780.00
2- Micro Medic's Hazardous Chemical Databases	\$ 4,582.00

Projected Equipment Expenditures*

\$ 17, 492.95

\$93,500