

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 16, 2002 – 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 Touchton followed by the Pledge of Allegiance to the Flag led by Mayor Aultman.

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
 Ken Dreher - City Attorney

Absent: Sharbert Lott – Alderman Ward 6

APPROVAL OF AGENDA ITEMS A-Y

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

APPROVAL OF RESOLUTION CONCERNING THE UNKEMPT PROPERTY LOCATED AT 369 HOBBY FARMS ROAD

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

APPROVAL OF RESOLUTION CONCERNING THE UNKEMPT PROPERTY LOCATED ON JOHNSON STREET PARCEL NO. 2862-165-600 (VACANT LOT)

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the Resolution determining the necessity for the cleaning of private property located on Johnson Street, Parcel No. 2862-165-600 (Vacant Lot) under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION CONCERNING THE UNKEMPT PROPERTY LOCATED ON JOHNSON STREET PARCEL NO. 2862-165-252 (VACANT LOT)

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Fisher to approve the Resolution determining the necessity for the cleaning of property located on Johnson Street, Parcel No. 2862-165-252 (Vacant Lot) under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION FOR ONE ADDITIONAL PAYMENT (13TH) CHECK TO RETIREES OF THE CITY OF CLINTON FIRE & POLICE DISABILITY RELIEF FUND FOR 2002

Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve the Resolution for one additional payment (13th) check to retirees of the City of Clinton Fire & Police Disability Relief Fund for 2002. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO AUTHORIZED MAYOR TO EXECUTE A RENEWAL GENERAL SERVICES AGREEMENT CONTRACT WITH ABMB ENGINEERS, INC.

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Touchton to approve the Mayor's execution of a general services agreement contract with ABMB Engineers, Inc. A copy of the contract along with rate schedule is attached. **MOTION CARRIED UNANIMOUSLY**

POWERTEL LEASE AGREEMENT

Action on this item was delayed until August 6, 2002 Board Meeting

APPOINTMENT OF OTTOWA CARTER TO PARKS AND RECREATION ADVISORY BOARD

MOTION and recommendation made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the appointment of Ottawa Carter to the Parks and Recreation Advisory Board. This appointment begins on July 16, 2002 and ends on June 30, 2002. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:20 P.M.

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

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

July 22, 2002
Date

ATTEST: W. Derrick
Wayne Derrick, City Clerk

07/22/2002
Date

SEAL:

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 16, 2002

AGENDA ITEM NO. 7

CONSENT AGENDA:

TO:

FOR:

ACCT. NO. _____

DISCUSSION/ACTION: Unkempt Property
 369 Hobby Farms Road
 Parcel No. 2860-192
 (Anne Giles)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution X

Invoice _____
Plans, Maps _____
Contract _____

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

Brantley

SECONDED BY:

Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

absent

Mayor Aultman

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

RESOLUTION

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

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

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

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

WHEREAS, a public hearing was held at 7:00 p.m., July 16, 2002, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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

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

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

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

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>absent</u>

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

The foregoing Resolution was approved this the 16th day of July 2002.

ATTEST:

W. Derrick
WAYNE DERRICK, City Clerk

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

(S E A L)



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 16, 2002

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO. _____

DISCUSSION/ACTION: Unkempt Property
 Vacant lot - Johnson Street
 Parcel No. 2862-165-600
 (Ricky Johnson)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution X

Invoice _____
Plans, Maps _____
Contract _____

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

↓
Absent

Mayor Aultman

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

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at Parcel Number 2862-165-600, Johnson Street, Clinton, Mississippi, and after full consideration of the matter, Alderman Hisaw offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT PARCEL NUMBER 2862-165-600, JOHNSON STREET, CLINTON, MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at Parcel Number 2862-165-600, Johnson Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanliness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., July 16, 2002, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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

1. It is hereby adjudicated that the property located at Parcel Number 2862-165-600, Johnson Street, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

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

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

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>absent</u>

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

The foregoing Resolution was approved this the 16th day of July 2002.

CITY OF CLINTON
BY: Rosemary Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Wayne Derrick
WAYNE DERRICK, City Clerk



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 16, 2002

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCT. NO. _____

DISCUSSION/ACTION: Unkempt Property
Vacant lot - Johnson Street
Parcel No. 2862-165-252
(Pearline Williams)

10 days relief

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2239

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution X

Invoice _____
Plans, Maps _____
Contract _____

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Hisaw*

SECONDED BY: *Fisher*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

I
about

Mayor Aultman

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

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at Parcel Number 2862-165-252, Johnson Street, Clinton, Mississippi, and after full consideration of the matter, Alderman Hisa offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT PARCEL NUMBER 2862-165-252, JOHNSON STREET, CLINTON, MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at Parcel Number 2862-165-252, Johnson Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., July 16, 2002, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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

1. It is hereby adjudicated that the property located at Parcel Number 2862-165-252, Johnson Street, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

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

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

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>absent</u>

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

The foregoing Resolution was approved this the 16th day of July 2002.

ATTEST:

W. Derrick
WAYNE DERRICK, City Clerk

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

(S E A L)

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 16, 2002 _____

AGENDA ITEM NO. 10

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO. _____

DISCUSSION/ACTION: Approval of Resolution for One Additional Payment (13th) Check to Retirees of the City of
Clinton Fire & Police Disability Relief Fund for 2002

INTRODUCED BY: Wayne Derrick _____

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: _____

BOARD ACTION: _____

MOTION MADE BY: Touchton

SECONDED BY: Brantley

VOTE CAST: "AYE" "NAY" ACTION TAKEN:

Brabham	<u>I</u>	_____	_____
Hisaw	<u>I</u>	_____	_____
Greer	<u>I</u>	_____	_____
Brantley	<u>I</u>	_____	_____
Fisher	<u>I</u>	_____	_____
Touchton	<u>I</u>	_____	_____
Lott	<u>absent</u>	_____	_____
Mayor Aultman	_____	_____	_____

PERS

PUBLIC EMPLOYEES'
RETIREMENT SYSTEM
OF MISSISSIPPI

PROVIDING SECURITY
FOR YOUR FUTURE

PUBLIC EMPLOYEES'
RETIREMENT SYSTEM
BUILDING

429 MISSISSIPPI STREET
JACKSON, MISSISSIPPI
39201-1005

(601) 359-3589
1-800-444-PERS

FRANK READY
Executive Director

BOARD OF TRUSTEES

MARY HAWKINS BUTLER, CHM.
Municipal Employees

VIRGIL F. BELUE
Retirees

MARSHALL G. BENNETT
State Treasurer

LEE CHILDRESS
Public Schools,
Community/Junior Colleges

DEBORAH F. GILES
Appointed by Governor

JAN LARSEN
State Employees

ED LEGRAND
State Employees

RICHARD C. MILLER
Inst. of Higher Learning

FRED M. WALKER
Retirees

JEANNE R. WALKER
County Employees

PROGRAMS ADMINISTERED

Public Employees'
Retirement System of Mississippi

Mississippi Highway
Safety Patrol Retirement System

Government Employees'
Deferred Compensation Plan

Mississippi Municipal
Retirement Systems

Supplemental Legislative
Retirement Plan

Retiree Group Life
& Health Benefits

Optional Retirement Plan for
Institutions of Higher Learning

MEMORANDUM

June 14, 2002

JUN 18 2002

CITY OF CLINTON

TO: Administrators of the City of Clinton

FROM: *Ready* Frank Ready, Executive Director

RE: Certification of Millage Rates for FY 2003 and
Payment of Benefit Enhancements for FY 2002

In order to remain actuarially sound, each fund must contribute a millage rate equal to that which has been certified by the PERS Actuary. The PERS Actuary reviews the experience of each fund yearly and certifies the required payment of a millage rate, annually, sufficient to fully fund the remaining fund liabilities over the period ending on September 20, 2020. The certified millage rate can be increased by no more than .5 mils annually, as necessary to reflect actuarial losses and/or future benefit improvements, as certified by the PERS Actuary. The millage rates cannot be reduced below that certified by the PERS Actuary for each fiscal year period.

Enclosed is a copy of the FY 2001 Valuation for the City of Clinton. The millage rate certified to be paid for the fiscal year beginning September 1, 2002, is noted below. In addition, listed below are the benefit enhancements certified by the PERS Actuary and included in the valuation as future liabilities for those funds with a COLA payment. If a resolution is required prior to payment of this benefit, please submit the resolution from the Governing Authorities as well as the Advisory Board.

Certified Millage Rate for use in FY 2003, beginning September 1, 2002
0.11 mills

Cost of Living Adjustment (COLA)

Maximum of 2 1/2% for each fiscal year in retirement after July 1, 1990, to service retirement benefit recipients only (not to exceed 10%).

Resolution must be submitted no later than July 31, 2002

If you have questions about this information, please contact this office or the Special Programs Department at 601-359-2203 or 1-800-444-7377.

FR/dje

Enclosures (1)

**RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK)
TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY
RELIEF FUND FOR 2002**

WHEREAS, on October 16, 1990, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to enact legislation to authorize the City of Clinton to establish the payment of one (1) additional payment per year from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to be paid directly to retired members of said Fund, or the beneficiaries thereof, who on December 1 of each year are receiving retirement allowance under Section 21-29-139 of the Mississippi Code of 1972. The amount shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 ½) of the annual retirement allowance, for each full fiscal year that the retired member or beneficiary has actually drawn retirement payments from the date of retirement or the passage of the Act, whichever is the later date; and

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Fire and Police Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, on March 4, 1997, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to set the maximum amount of additional benefit payment (COLA) to retirees of the Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipients' annual retirement allowance.

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill No. 1919, approved by the Governor on April 10, 1997, setting the maximum of additional benefit payment (COLA) to retirees of the Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipient's annual retirement allowance to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, the governing authorities wish to establish the additional payments authorized in House Bill no. 1542, as limited by House Bill No. 1919 and request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the City hereby authorize the payment of one (1) additional payment from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to retired members of such disability and relief fund or beneficiaries thereof who on December 1, 2002, are receiving a retirement allowance under Section 21-29-139, Mississippi Code of 1972. The amount of such payment shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half (2 ½) of the annual retirement allowance for each full fiscal year after June 30, 1990, that the retired member or beneficiary has actually drawn retirement payments from the dated of retirement and further limited to a maximum of ten percent (10%) of the annual retirement allowance for any year.

BE IT FUTHER RESOLVED that the governing authorities of the City of Clinton hereby request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payment in accordance with House Bill No. 1542 and House Bill No. 1919 for the calendar year 2002.

Alderman Touchton moved that the foregoing Resolution be adopted. Alderman Brantley seconded the motion. The vote was as follows:

Alderman Brabham yes

Alderman Hisaw yes

Alderman Greer yes

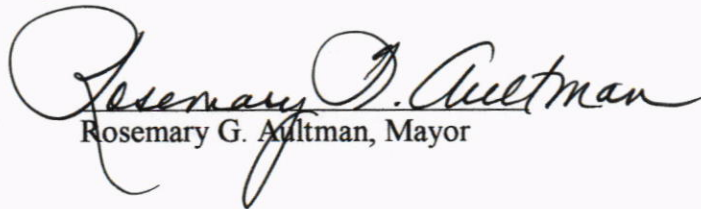
Alderman Brantley yes

Alderman Fisher yes

Alderman Touchton yes

Alderman Lott absent

Approved on the 16th day of July, 2002.

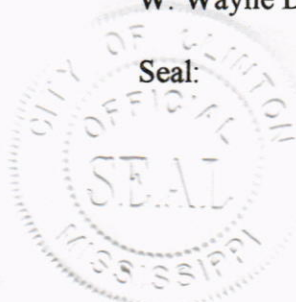

Rosemary G. Aultman, Mayor

ATTEST:



W. Wayne Derrick, City Clerk

Seal:



CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: July 16, 2002

Agenda Item No. 11

Consent Agenda:
For:

To:

Account No.

Discussion/Action: Renewal of general services agreement with ABMB

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: Change Order

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: X

Recommendation:

Board Action:

Motion made by: Greer

Seconded by: Touchton

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

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

BOARD APPROVED

**GENERAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF CLINTON
AND
ABMB ENGINEERS, INCORPORATED**

This **Agreement** is entered into this 18th day of July, 2002 by and between the City of Clinton (**OWNER**) and ABMB Engineers, Inc. (**ENGINEER**).

OWNER and **ENGINEER** in consideration of the mutual covenants herein agree in respect of the performance of professional engineering services by **ENGINEER** and the payment for these services by **OWNER** as set forth herein.

1. **Employment of ENGINEER.** The **OWNER** agrees to engage the **ENGINEER** for the consideration hereinafter described, and the **ENGINEER** agrees to perform the services hereinafter set forth.
2. **Scope of Services.** The **ENGINEER** shall perform in a satisfactory manner, as determined by the **OWNER**, professional engineering services including but not necessarily limited to the following: studies, reports, miscellaneous surveys, designs, cost estimates, observations of construction, drafting, mapping, and general consultation. These services shall be requested by the **OWNER** through written task orders which shall specify the scope of services, period of services, compensation and special instructions.

In addition, if necessary and agreed to by the **OWNER** in writing, the following services may be furnished through professional affiliations: general architectural landscape architecture and land-use planning, environmental sampling and laboratory analysis, foundation inspection and analysis, mechanical and electrical engineering design services, geotechnical investigations and reports, and environmental studies and plans.

3. **OWNER's Responsibilities.** **OWNER** shall do the following in a timely manner so as not to delay the services of **ENGINEER**.

Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the project.

Provide criteria and full information as to **OWNER's** requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of design and construction standards which **OWNER** will require to be included in the contract documents.

Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the project including previous reports, geotechnical information, utility locations and any

other data relative to design or construction of the project.

Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

Acquire property for easements and rights-of-way required for construction of a project for which the **ENGINEER** is providing services. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any contractor.

Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this agreement.

ENGINEER shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

4. **Subconsultants.** **ENGINEER** shall be able to utilize the services of subconsultants with prior written approval of the **OWNER**.
5. **Payment to ENGINEER.** The **OWNER** will pay the **ENGINEER** for services rendered under this Agreement in accordance with Exhibit A, "2002 Hourly Rate Schedule for Professional Services" which is attached to and made a part of this Agreement, plus reimbursement expenses including subconsultants. This rate schedule shall apply until January 1, 2003 at which time, and on January 1 of succeeding years, a new rate schedule shall be negotiated. Payment for subconsultants shall be at actual invoice cost to the **ENGINEER**.

In certain cases, **OWNER** and **ENGINEER** shall establish a maximum fee for **ENGINEER's** services for a project. In this case, the maximum fee shall be set forth in the task order for the particular project and shall not be exceeded except by written agreement between **OWNER** and **ENGINEER**.

ENGINEER shall invoice the **OWNER** monthly for services rendered and expenses incurred. The **OWNER** shall make payment to the **ENGINEER** within 45 days after receipt of the invoice

6. **Period of Service.** Specific periods of time and/or completion dates for rendering services shall be as set forth in the task orders issued by the **OWNER** for specific projects.

If **OWNER** requests modification or changes in the scope, extent or character of a project, or if periods of time and/or completion dates are exceeded through no fault of the **ENGINEER**, period of service and amount of compensation for **ENGINEER's** services shall, with the **OWNER's** prior approval, be adjusted equitably. In the event that the work designed or specified by the **ENGINEER** is to be performed under more than one prime construction contract, the period

of service and/or the amount of compensation for the **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of the scope of services in the task order.

7. **Opinions of Construction Cost.** Since the **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable construction cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgement as an experienced and qualified professional engineer, familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable cost prepared by **ENGINEER**. If a construction cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this Agreement as a condition thereto, the following will apply:
- a. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable construction cost in excess of the then established budget will constitute a corresponding revision in the construction cost budget to the extent indicated in such revised opinion.
 - b. Any construction cost budget so established will include a contingency of ten percent unless another amount is agreed upon in writing.
 - c. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the contract documents and to make reasonable adjustments in the extent of a project to bring it within the budget.
 - d. If proposals or bids have not been obtained within six months after completion of the design phase, the established construction cost budget will not be binding on the **ENGINEER** and the **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the design phase and the date on which proposals or bids are sought.
8. **Subsurface Conditions and Utilities.** **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER** or **ENGINEER's** subconsultants with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geologic and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

ENGINEER will locate utilities which will affect the project from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

9. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

10. **Administration and Observation of Construction.** If **ENGINEER's** services include administration and/or observation of construction on behalf of **OWNER**, then the scope of such services shall be defined in the task order for the particular project.

- a. **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as **ENGINEER** deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's or county force's work. Based on information obtained during such visits and on such observations, **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and **ENGINEER** shall keep **OWNER** informed of the progress of the work. However, **ENGINEER** shall not, during such visits or as a result of such observations of contractor's or county force's work in progress, supervise, direct or have control over contractor's or county force's work; nor shall **ENGINEER** have authority over or for the means, methods, techniques, sequences or procedures of construction selected by contractor or by the county force's, for safety precautions and programs incident to the work of contractor or county force's or for any failure of contractor or county force's to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor furnishing and performing his work. Accordingly, **ENGINEER** can neither guarantee the performance of the construction contracts by contractor nor assume responsibility for contractor's failure to furnish and perform their work in accordance with the contract documents.
- b. Based on **ENGINEER's** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, **ENGINEER** shall determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **ENGINEER's** knowledge, information and belief, the quality of such work is generally in accordance with the contract documents. By recommending any payment, **ENGINEER**

will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **ENGINEER** to check the quality or quantity of contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to **ENGINEER** in this **Agreement** and the contract documents.

11. **Conditions of Payment.**

- a. Charges at the hourly rates listed in Exhibit A shall include only time spent in actual work pursuant to this **Agreement** at the offices of the **ENGINEER** or at a project site or in traveling in connection with a project, and shall not include time charged during periods of sickness, vacation or any other time that the employees are not gainfully employed on the work.
- b. Only personnel needed and required for the orderly and economical accomplishment of the work shall be assigned to any project.

12. **Term.** This **Agreement** shall remain in effect until terminated or amended as hereinafter provided and will be reviewed and renewed on an annual basis. The obligation to provide further services under this **Agreement** may be terminated by either party to perform in accordance with the terms hereof through no fault of the terminating party.

13. **Termination of Contract for Cause.** If, for any cause the **ENGINEER** shall fail to fulfill in a timely and proper manner his obligations under the **Agreement**, or if the **ENGINEER** shall violate any of the covenants, agreements, or stipulations of this **Agreement**, the **OWNER** shall thereupon have the right to terminate this **Agreement**. The **OWNER** shall specify the reasons therefor and the effective date thereof, at 30 days before the effective date of such termination.

14. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to renegotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

15. **Ownership of Documents.** Contract documents and reports prepared by the **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. Working papers, employee records, interoffice correspondence and design calculations shall remain the property of the **ENGINEER**; however, the **OWNER** reserves the right to request copies at the **OWNER's** discretion.

ENGINEER shall have the right to retain copies of all documents for its files. One set of permanent reproducible drawings and one set of blue line record drawings reflecting as constructed conditions shall be provided to the **OWNER**.

Contract documents prepared or furnished by the **ENGINEER** and the **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service in respect of a specific project. These documents are not intended or represented to be suitable for reuse by the **OWNER** or others on extensions of that project or on any other project. Any reuse without written verification or adaptation by the **ENGINEER** for the specific purpose intended will be at the **OWNER's** sole risk and without liability or legal exposure to the **ENGINEER**, or to the **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless the **ENGINEER** and the **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation may entitle the **ENGINEER** to further compensation at rates to be agreed upon by the **OWNER** and **ENGINEER**.

16. **Equal Employment Opportunity.** There shall be no discrimination against any employee who is employed covered by this **Agreement**, or against any applicant for such employment, because of race, color, religion, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Interest of OWNER and Others.** No officer, member, or employee of the **OWNER** and no members of its governing body, and no other public official of the governing body of the locality or localities in which any project arising under the **Agreement** is situated or being carried out, who exercises any functions or responsibilities in the review or approval of any such undertaking or project, shall participate in any decision relating to the **Agreement** which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this **Agreement** or the proceeds thereof.
18. **Interest of ENGINEER.** The **ENGINEER** covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this **Agreement**. The **ENGINEER** further covenants that in the performance of this **Agreement** no person having any such interest shall be employed.
19. **Officials Not to Benefit.** No members of or delegate to the Congress of the United States of America, and no member of the **OWNER** governing body shall benefit from this **Agreement** or be admitted to any share or part thereof.
20. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the **ENGINEER** under this **Agreement**, which the **OWNER** requests to be kept as confidential, shall not be made available to any individual or organization, by the **ENGINEER** without the prior written approval of the **OWNER**.
21. **Insurance.** The **ENGINEER** maintains workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum

limits of \$500,000/\$1,000,000; and professional liability insurance with a limit of \$500,000 per occurrence.

OWNER recognizes that the insurance market can be erratic and **ENGINEER** cannot guarantee to maintain the coverages identified above. **ENGINEER** will endeavor to do so, within the context of prudent business practices, and will notify the **OWNER** of any change in coverage no later than ten calendar days after **ENGINEER** becomes aware of such change. If coverage is withdrawn or if replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, the **ENGINEER** and the **OWNER** shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

22. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 6. **ENGINEER** may subcontract a portion of these services, but these subcontractors shall be subject to notification to the **OWNER**.
23. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** account which relate to services provided under this **Agreement**.
24. **Successors and Assigns.** Neither **OWNER** nor **ENGINEER** shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assigns from liability under this **Agreement**. This **Agreement** shall give any rights or benefits to anyone than **OWNER** and **ENGINEER**.
25. **Relationship.** The **OWNER** has retained the **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.
26. **Responsibility of Engineer.** **ENGINEER** will render engineering services in accordance with generally acceptable and currently recognized professional practices and principals, but **ENGINEER** makes no other warranty either express or implied with respect to its services.
27. **Indemnification.** The **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of the work. It is specifically understood and agreed that in no case shall the **ENGINEER** be required to pay an amount disproportional to **ENGINEER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

The **OWNER** agrees to hold harmless and indemnify **ENGINEER** up to the same amount that **ENGINEER** undertakes to indemnify the **OWNER** under this **Agreement**, from and against liability arising out of **OWNER's** negligence. It is specifically understood and agreed that in no case shall the **OWNER** be required to pay an amount disproportional to **OWNER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

In the event of joint or concurrent negligence of **ENGINEER** and **OWNER**, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the **OWNER**, or the **ENGINEER** or their employees, agents or subcontractors.

Unless otherwise agreed in writing, the **ENGINEER** shall carry on the services and maintain progress during any arbitration proceedings and the **OWNER** shall continue to make payments to the **ENGINEER**.

28. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service can be re-negotiated.
29. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
30. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
31. **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by **ENGINEER**.
32. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, or task order, provisions of the main text shall govern.
33. **Third Party Exclusion.** This **Agreement** shall not create any rights or benefits to parties other than the **OWNER** and **ENGINEER** except other such rights as may be specifically called for herein.
34. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance and remedies for any claims related to this **Agreement**.
35. The **ENGINEER** authorizes John E. McKee, Registered Professional Engineer No. 9688 in the State of Mississippi to act on his behalf for this **Agreement**.

36. **Definitions.** As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this **Agreement**:

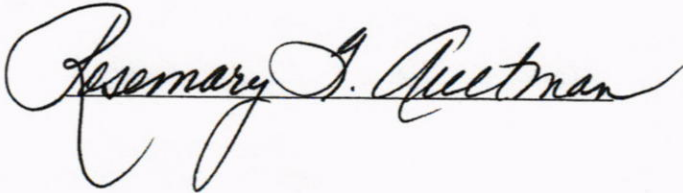
- a. Addenda. Written or graphic instruments issued prior to the opening or bids which clarify, correct or change the bidding documents or the contract documents.
- b. Agreement. This contract including all exhibits and documents included by reference.
- c. Application for Payment. The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.
- d. Bid. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.
- e. Change Order. A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.
- f. Contract Documents. The drawings and specifications, addenda and other documents required to obtain bids from contractors for construction of the project.
- g. Contractor. The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the project.
- h. Construction Cost. Total cost of entire project to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for, or damages to, properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the project.
- I. Drawings. The drawings which show the character and scope of the project and which have been prepared or approved by **ENGINEER** and are referred to in the contract documents.
- j. Reimbursable Expenses. Actual expenses incurred by **ENGINEER** in connection with providing services for the project. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.
- k. Resident project Representative. The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

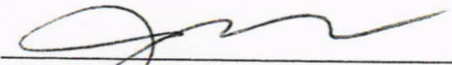
- l. Shop Drawings. All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the project.
- m. Specifications. Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the project and certain administrative details applicable thereto.
- n. Subcontractor. A manufacturer, fabricator, supplier, distributor, materialman or vendor of products or equipment used in construction of the project.

IN WITNESS WHEREOF, the OWNER and the ENGINEER have executed this Agreement as of the day and year first above written, effective as of July 18, 2002..

CITY OF CLINTON

ABMB ENGINEERS, INC.

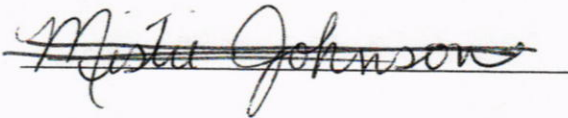



JOHN E. MCKEE, JR., P.E.
PRINCIPAL

ATTEST:


07/18/2002

ATTEST:



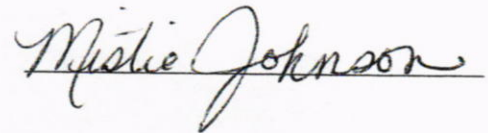


Exhibit A

ABMB ENGINEERS, INC.
2002 RATE SCHEDULE FOR PROFESSIONAL SERVICES

Employee Classification	Hourly Rate
Principal Engineer	130.00
Engineer Supervisor	125.00
Engineer	90.00
Surveyor	78.00
Engineer Intern	55.00
Design Technician	65.00
CADD Technician	55.00
CADD Drafter	40.00
Survey Party Chief	44.00
Survey Rodman	32.00
Inspector	48.00
Clerical	40.00

Equipment	Daily Rate
Leica GPS Equipment	125.00
18' Boat w/Hydrographic Equipment	150.00
16' Boat w/motor	100.00
All Terrain Vehicle	75.00

- ♦ NOTE: The above hourly rates indicated for these classifications apply to regular time. If overtime work is required to meet Client's schedule, ABMB reserves the right to negotiate an overtime rate.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 16, 2002

AGENDA ITEM NO. 12

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO. _____

DISCUSSION/ACTION: Powertel Lease Agreement

*action 1st
delay until August
Board Meeting*

INTRODUCED BY: Ken Dreher, City Attorney

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: _____

BOARD ACTION: _____ MOTION MADE BY: _____

SECONDED BY: _____

VOTE CAST: "AYE" "NAY" ACTION TAKEN: _____

Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
Mayor Aultman	_____	_____	_____

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

POWERTEL

Previous
lease:

Sys @ \$11,520

Options 2 through 5 shall be at a rental as negotiated between the parties at least ninety (90) days before the beginning of the option period.

3.

11-5-96

thru

11-5-01

RENT. Lessee shall pay rental under this Lease annually in advance commencing on November 1, 2001, as follows:

Primary (3 yrs.)	\$ 18,000.00 per year
1 st Option 3 yrs.	\$ 20,700.00 per year
2 nd Option 5 yrs.	To be negotiated but not less than \$21,735.00 per year
3 rd Option 5 yrs.	To be negotiated but not less than \$22,825.00 per year
4 th Option 5 yrs.	To be negotiated but not less than \$24,000.00 per year
5 th Option 4 yrs.	To be negotiated but not less than \$25,200.00 per year

will catch up to 8/1/2002 under old lease terms
4. *@ month-to-month*

LAWS AND REGULATIONS. Lessee agrees to comply with any and all ordinances, regulations, and laws pertaining to the operation of its business on the Leased Premises. Lessee further covenants and agrees to keep all improvements situated on the Leased Premises and facilities in compliance with all rules and regulations of the city, county, state, and the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") as well as their successor organizations.

Should the FCC or the FAA terminate Lessee's right to operate its facilities then Lessee shall have the option to cancel this Lease after giving 30 days notice to Lessor with no further obligation to make any further monthly lease payments to Lessor.

Lessee further agrees that it will not use the Leased Premises for storage or placement of any dangerous or hazardous substances or any substances or property which would create a hazard or nuisance to the surrounding area.

Lessee agrees that it will maintain its cellular telephone facilities as its expense and in compliance with all federal and local rules and regulations including, but not limited to, those of the FCC and FAA, and their successors, and in the event that Lessee fails to do so and fails to correct any deficiencies, then Lessor shall have the option to terminate this Lease (with 30 days notice).

5.

USE OF THE PREMISES. Lessee, its employees or agents, shall have the non-exclusive right to use the Leased Premises only for the purpose expressed herein and shall not have the right to permit others, either directly or indirectly to use the Leased Premises for any other purpose without having obtained the prior written consent of Lessor. Lessor reserves the right to continue to use the Leased Premises. The primary purpose of the Leased

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 16, 2002 _____

AGENDA ITEM NO. 13

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO. _____

DISCUSSION/ACTION: Appointment of Ottawa Carter to Parks and Recreation Board for Ward 1

INTRODUCED BY: Tony Hisaw, Alderman Ward 1

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: _____

BOARD ACTION: _____

MOTION MADE BY: Hisaw

SECONDED BY: Greer

VOTE CAST: "AYE" "NAY" ACTION TAKEN:

Brabham	<u>T</u>	_____	_____
Hisaw	<u>T</u>	_____	_____
Greer	<u>T</u>	_____	_____
Brantley	<u>T</u>	_____	_____
Fisher	<u>T</u>	_____	_____
Touchton	<u>T</u>	_____	_____
Lott	<u>absent</u>	_____	_____

Mayor Aultman _____

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