

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 2, 2008-7:00 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 Brantley followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL - City Clerk Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
Tony Hisaw - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Clint Brantley - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Sharbert Lott - Alderman Ward 6
Ken Dreher - City Attorney

ABSENT - Herb Touchton - Alderman Ward 5

APPROVAL OF CONSENT AGENDA ITEMS A-CC

MOTION made by Alderman Lott and SECONDED by Alderman Brabham to approve Consent Agenda Items A-CC listed on Page of this Minute Book AA. MOTION CARRIED UNANIMOUSLY

APPROVAL OF DRAINAGE PROBLEM AT 1502 ARLINGTON STREET TO BE REPAIRED

Upon recommendation of the Public Works Director Tim Rogers MOTION made by Alderman Fisher and SECONDED by Alderman Brantley to approve repair of culvert on private property at 1502 Arlington Street by the City of Clinton. See attached copy of review condition at 1502 Arlington Street. MOTION CARRIED UNANIMOUSLY

Original

4031

to

5059

APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF CLINTON AND NEEL-SCHAFFER, INC.

Upon recommendation by City Engineer Richard Broome, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brantley to approve the Agreement for Professional Services dated January 5, 2001 between the City of Clinton and Neel-Schaffer, Inc. related to Northside Drive Engineering Project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO DELPHI AUTOMOTIVE SYSTEMS, LLC FOR AN INITIAL FIVE-YEAR PERIOD

Upon recommendation by City Clerk Wayne Derrick, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve Final Resolution granting exemption from ad valorem taxes to Delphi Automotive Systems, LLC for property with true value of \$6,445,194 for an initial five-year period beginning December 31, 1999 and ending December 30, 2004. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO RIVERWOOD INTERNATIONAL CORPORATION FOR AN ADDITIONAL FIVE-YEAR PERIOD

Upon recommendation by City Clerk Wayne Derrick, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Fisher to approve Final Resolution granting exemption from ad valorem taxes to Riverwood International Corporation for property with true value of \$1,296,476 for an additional five-year period beginning August 1, 2000 and ending July 30, 2005. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO RIVERWOOD INTERNATIONAL CORPORATION FOR AN ADDITIONAL FIVE-YEAR PERIOD

Upon recommendation by City Clerk Wayne Derrick, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Lott to approve Final Resolution granting exemption from ad valorem taxes to Riverwood International Corporation for property with true value of \$4,124,297 for an additional five-year period beginning June 30, 2000 and ending June 29, 2005. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO BTM CAPITAL CORPORATION FOR AN ADDITIONAL FIVE-YEAR PERIOD

Upon recommendation by City Clerk Wayne Derrick, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve Final Resolution granting exemption from ad valorem taxes to BTM Capital Corporation for property with true value of \$6,876,217 for an additional five-year period beginning June 30, 2000 and ending July 29, 2005. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CONTRACT RENEWAL WITH WEED PRO, LLC FOR SPRAYING SERVICES

Upon recommendation of the Public Works Director Tim Rogers, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Lott to approve annual renewal of initial contract dated March 25, 2000 with Weed Pro, LLC for \$11,500.00 for herbicide application of drainage ditches and other areas. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF CLINTON AND WILLIFORD, GEARHART & KNIGHT, INC. FOR PLANNING & DESIGN OF NEW FRONTAGE ROAD

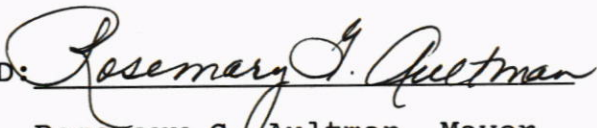
Upon on recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve Professional Services agreement dated January 5, 2001 between City of Clinton and Williford, Gearhart & Knight, Inc. for planning & design of New Frontage Road with an upper limit of \$75,000.00. Alderman DePriest was not present for this item of business, but returned prior to adjournment. **MOTION CARRIED**

ADJOURN 7:25 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to adjourn.

Copy of Agenda can be found on Page of this Minute Book AA.

APPROVED:


Rosemary G. Aultman, Mayor

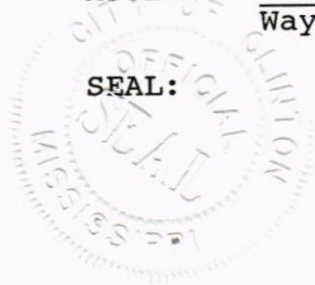

Date

ATTEST:


Wayne Derrick, City Clerk


Date

SEAL:



CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 2, 2001

Agenda Item No. 6

Consent Agenda:

To:

For:

Acct. No.

Discussion/Action: of drainage problem at 1502 Arlington Street

Introduced by: Tim Rogers, Director of Public Works

Telephone: 924 2239

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

DePriest

Brantley

Fisher

Touchton

Lott

Mayor Aultman

Dear Wayne,

After conducting a visual inspection, and subsequent investigation of the drainage problem associated with the existing drainage system project at 1502 Arlington, the Mayor and Board of Aldermen, upon consultation and professional advice from the City Engineer and Department of Public Works, have determined that there appears to be either an open joint, broken pipe section, or other drainage deterioration in a storm drain system that is located on private property on which cannot be found a recorded drainage easement. The drainage system is connected to the drainage system for _____, and in professional opinion of the City Engineer, and supportive opinion of the Board of Aldermen, that unless this storm drainage situation is corrected, the situation will continue to worsen and can adversely affect public health, safety, and general welfare hazard. It is, therefore, the recommendation of the Board of Aldermen that the City of Clinton proceed to authorize the inclusion of this project on our approved drainage project list. Further, it is recommended that the City of Clinton proceed to acquire the necessary entry permission, and release of damages from the property owner, so that said work can be initiated according to the priority work schedule.

The Public Works Dept. will be digging up this drainage problem to make repair to the drainage system. It was Board approved Jan. 7, 2001.
Fisher
Branthley

Sincerely,

Jim Ryan

CITY OF CLINTON AGENDA ITEM FACT SHEETBOARD MEETING DATE: Jan 2, 2001AGENDA ITEM NO. 7

CONSENT AGENDA : \$	TO:
FOR:	
Circle : Low Quote, Sole Source, Emergency, etc. if applicable. ACCT. NO.	

DISCUSSION/ACTION:	2001 Street Improvements Program
INTRODUCED BY:	TELEPHONE:
R. L. Broome	924-5462

EXHIBITS FOR REVIEW:

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

RECOMMENDATION:

BOARD ACTION:**MOTION MADE BY:** _____**SECONDED BY:** _____**VOTE CAST:** **"AYE"** **"NAY"** **ACTION TAKEN:** _____

Brabham	_____	_____	_____
Hisaw	_____	_____	_____
DePriest	_____	_____	_____
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.

2001 STREET PAVING PROJECT LIST

WARD APPROVED

<i>STREET NAME</i>	<i>FROM/TO</i>
HOBBY FARMS ROAD	Magnolia Road to Old Vicksburg Road
MCRAVEN STREET	Monroe Street to Dead End
HAMPTON STREET	Huntcliff Way to Dartmoor Drive
DARTMOOR DRIVE	Huntcliff Way to Hampton Street
LIVE OAK DRIVE	Northside Drive to Tanglewood Drive
SHADY GLEN DRIVE	Northside Drive to Briarwood Drive
BRIARWOOD DRIVE	Tanglewood Drive to Shady Glen Drive
BASEBALL ALLEY	Cynthia Road to Dead End
AMARELLO DRIVE	Cherry Park Blvd. To Cherry Stone Drive
CHERRY STONE CIRCLE	Cherry Park Blvd. To Cherry Park Blvd.
CHERRY STONE DRIVE	Old Vicksburg Road to Cherry Park Blvd.
CHERRYWOOD DRIVE	Cherry Park Blvd. To Cherry Stone Drive
MANCHU COURT	Cherry Stone Circle to Cul-de-sac
MARACHINO DRIVE	Cherry Stone Circle to Cherry Stone Circle
ROLLING GROVE DRIVE	Cherry Stone Circle to Cherry Stone Circle
CHERRY RIDGE DRIVE	Cherry Stone Circle to Cherry Stone Circle
SUNNY ORCHARD LANE	Cherry Stone Circle to Cul-de-sac
PARKER DR.	Cardinal Lane to Clinton Blvd.
CARDINAL LANE	Parker Drive to Lyndale Drive
CARDINAL COVE	Lyndale Drive to Cul-de-sac
DOWNING STREET	Cardinal Lane to Cul-de-sac
SCOTLAND ROAD	Lindale Circle to Cardinal Lane
DUBLIN STREET	Lindale Drive to Scotland Road
TAM-O-SHANTER	Scotland Road to Cul-de-sac
LINDALE COVE	Lindale Drive to Cul-de-sac
CRESTWOOD COVE	Briars Drive to Cul-de-sac
ELGIN PLACE	Rosemont Circle to Cul-de-sac
LINDEN PLACE	Melrose Place to Cul-de-sac
LANSDOWNE PLACE	Melrose Place to Cul-de-sac
CASCADES CIRCLE WEST	Northside Drive to Northwood Place
WESTWOOD PARK	Cascades Circle West to Cascades Circle West
PHEASANT RUN	Cascades Circle West to Cul-de-sac
DOVE WAY CIRCLE	Pheasant Run to Cul-de-sac
STARLING SQUARE	Pheasant Run to Cul-de-sac
ARLINGTON STREET	West Lakeview Drive to Parker Drive
MADISON STREET (3)	Jefferson Street to End of Concrete
EAST LAWSON STREET	East Street to Monroe Street
SPROLES STREET	Whitaker Street to Monroe Street
MCREE STREET	Post Road to East Leake Street
EVA LANE	Tanglewood Drive to Dead End
CEDAR COVE	Eva Lane to Cul-de-sac
LAURA LANE	Longwood Drive to Cul-de-sac
SUSAN CIRCLE	Trailwood Drive to Cul-de-sac
LYNN LANE	Church Street to McDonald Drive
MORRISON DRIVE	Clinton Blvd. To Highway 80
MCDONALD DRIVE (2)	Easthaven Drive to Patio Place
PATIO PLACE (1)	Clinton Blvd. To Eastside Drive

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF CLINTON

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on _____, 2000, between the City of Clinton, P.O. Box 156, Clinton, MS 39060, (OWNER), and NEEL-SCHAFFER, INC., P.O. Box 22625, Jackson, Mississippi 39225-2625 (ENGINEER).

The **OWNER** intends to contract with the **ENGINEER** to provide preliminary engineering as Phase 1 services and design, environmental documents, and construction engineering services as future Phase 2 services for widening and improvements on Northside Drive beginning at the west city limits to the five lane section near the east city limits and Clinton-Tinnin Road within the city limits, which is described in more detail in **Exhibit A, Scope of Services for Preliminary Engineering (Phase 1)**, and hereinafter called the "**Project**."

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

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Phase 2 Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."***

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Phase 2 Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."***

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1.

**These exhibit(s) will be submitted to the OWNER along with project schedules and payments to the ENGINEER (fee estimates) for approval once a project(s) is decided on by the OWNER.*

Additional Services shall include, but are not limited to, the following:

2.1 Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2 Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3 Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4 Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce

or increase the Construction Cost to bring it within the cost limit.

2.5 Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6 Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7 Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8 Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or

others in connection with the **Project**.

2.10 Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11 Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1 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, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2 Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of

design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3 Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **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**.

3.4 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**.

3.5 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**.

3.6 Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7 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.

SECTION 4 — PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2 If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3 In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1 **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit E, "Payments to Engineer."

5.2 **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this Agreement. ENGINEER's statements shall be due and payable within 30 calendar days of statement date. If OWNER objects to all or any portion of an invoice, OWNER shall notify the

ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5 **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept in accordance with generally accepted accounting principals. ENGINEER is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this Agreement.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1 Construction Cost.

6.1.1 **Opinions of Cost.** Since **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 judgment as an experienced and qualified professional, generally 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**.

6.1.2 **Construction Cost Budget.** 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:

6.1.2.1 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.

6.1.2.2 Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3 **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 the **Project** to bring it within the budget.

6.1.2.4 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 **ENGINEER**, and **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.

6.1.2.5 Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2 **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to

perform in accordance with the terms hereof through no fault of the terminating party.

6.3 **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 re-negotiation 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**.

6.4 **Ownership and Reuse of Documents.**

6.4.1 Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2 Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or

to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **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 will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5 **Insurance.**

6.5.1 The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000.

6.5.2 **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 10 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.

6.6 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 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7 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** accounts which relate to services provided under this **Agreement**.

6.8 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 assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both

parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9 Relationship. The **OWNER** has retained **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**.

6.10 Standard of Care. The **ENGINEER** will strive to perform services under this **Agreement** in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this **Agreement**, or in any report, opinion, document or otherwise.

6.11 Indemnification.

6.11.1 To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this **Agreement**. 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.

6.11.2 To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** 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.

6.11.3 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 negligency (including that of third parties) which caused the personal injury or property damage.

6.11.4 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 party 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.

6.12 **Recovery of Dispute Resolution Costs.** In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed

by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13 **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, then the compensation and/or period of service can be renegotiated.

6.14 **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.15 **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.16 **Risk Allocation.** The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of

his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$50,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.17 **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**.

6.18 **Hazardous Materials.**

6.18.1 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**.

6.18.2 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. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any claim or liability for injury or loss arising from **ENGINEER'S** encountering unanticipated hazardous materials or suspected hazardous materials. **OWNER** also agrees to compensate **ENGINEER** for any time spent and expenses incurred by **ENGINEER** in defense of any such claim.

6.19 **Subsurface Conditions and Utilities.**

6.19.1 The **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. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may

differ significantly from those that actually exist.

6.19.2 **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.

6.19.3 **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any and all damage, liability or cost for any property damage, injury or economic loss arising from errors or inaccuracies of information related to subsurface investigations or underground utilities in Contract Documents prepared by **ENGINEER** or **ENGINEER'S** subconsultants, except for damage caused by sole negligence of **ENGINEER**.

6.20 **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the

intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.21 **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.22 **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof,

provisions of the main text shall govern.

6.23 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**.

6.24 Separate Provisions. If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.25 The **ENGINEER** authorizes Mark G. Bailey, Registered Professional Engineer No. 8245 or Robert R. Walker, Registered Professional Engineering No. 12089 the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

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

7.1 Addenda. Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2 Agreement. This contract including all exhibits and documents included by reference.

7.3 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.

7.4 Bid. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5 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.

7.6 Contract Documents. The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7 Contractor. The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8 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** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9 **Direct Labor Costs.** Salaries and wages paid to **ENGINEER**'s personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10 **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.

7.11 **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly 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.

7.12 **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.

7.13 **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**.

7.14 **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.

7.15 **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16 **Supplier.** A manufacturer, fabricator, supplier, distributor, materialman or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1 This **Agreement** is subject to the following Special Provisions.

8.2 The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1 Exhibit A, "Project Description."

8.2.2 Exhibit B, "Scope of Design Phase Services."

8.2.3 Exhibit C, "Scope of Construction Phase Services."

8.2.4 Exhibit D, "Project Schedule."

8.2.5 Exhibit E, "Payments to Engineer."

8.3 This **Agreement**, consisting of Pages 1 to 14, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral

understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: _____

BY: _____

TITLE: _____

WITNESS: _____

ENGINEER: NEEL-SCHAFER, INC.

BY: Mark G Bailey

TITLE: Vice President

WITNESS: Barbara Earler

EXHIBIT A

SCOPE OF SERVICES FOR PRELIMINARY ENGINEERING (PHASE 1) NORTHSIDE DRIVE CORRIDOR CLINTON, MISSISSIPPI

GENERAL PROJECT DESCRIPTION

The ENGINEER will provide preliminary engineering services for the Northside Drive corridor study through the City of Clinton, beginning at the west city limits and proceeding approximately four miles to the existing four lane section near the east city limits; and Clinton-Tinnin Road from Northside Drive to the north city limits. The ENGINEER is to prepare conceptual plans (schematics) for proposed improvements to address short term and long term transportation needs along this corridor. The preliminary engineering study will outline proposed improvements, opinions of cost and prioritize segments/locations.

WORK TASKS

1. Kickoff meeting and data requirements

A project kickoff meeting will be scheduled with the city in order to discuss the work tasks, data requirements, schedule and expectations for the project. The city is to invite interested parties or this could be done at a work session with the Board of Alderman.

2. Data collection

- A. Twenty-Four hour directional tube counts at these locations along Northside Drive:
 - Between Clinton Industrial Park Drive and Clinton-Tinnin Road
 - Between Vernon Drive and N. Monroe Street
 - Between N. Monroe Street and Pinehaven Drive
 - Between Huntcliff Way and Live Oak Drive
 - Between Shady Glen Drive and Tanglewood Drive
 - Between Park Place and Cascades Circle west
 - East of Cynthia Road
 - On Clinton Tinnin Road just north of Northside Drive
- B. Intersection 12-hour turning movement counts at:
 - Clinton Industrial Park Drive
 - Clinton-Tinnin Road
 - N. Monroe Street
 - Pinehaven Drive
 - Berkshire Street
 - Old Vicksburg Road
 - Tanglewood Drive
 - Cascades Circle West
 - Cynthia Road
- C. Accident records (copies of the accident reports) for the years 1998-2000 for the above intersections (supplied by the city)
- D. Conditions diagrams of the above intersections
- E. Aerial photography — Electronic Files
- F. Tax maps

EXHIBIT A

3. Analysis: CORSIM (Corridor Simulation), a traffic analysis model will be used to analyze the operations of the corridor.
 - A. Traffic volumes and projections
 1. Short Term — 2006
 2. Long Term — 2020Projections will take into effect the completion of Clinton Parkway and the Natchez Trace Parkway and anticipated growth in the Clinton area. The Jackson Urban Area Transportation Plan for 2020 will be the principle resource document for the projections.
 - B. Traffic Signal Warrants
 - C. Accident Collision Diagrams
4. Recommendations:
 - A. Short term
Prioritize short term improvements to best optimize traffic flow and improve safety conditions along the corridor. The short term improvements will compliment the long term recommendations.
 - B. Long term
Prioritize improvements over the next 20 years to accommodate the anticipated traffic growth and land use.
 - C. Opinions of Costs will be provided for the above recommendations. Costs will include engineering, right-of-way, utility relocations, and construction.
4. Report
Both a draft and a final report will be prepared summarizing the findings and recommendations. The reports will include exhibits and tables to compliment the text. Ten copies of the draft report and 25 copies of the final report will be submitted.
5. Meetings and Presentations
We plan on the following meetings after the kickoff meeting.
 - A. Progress meeting after the data collection and initial analysis has been completed
 - B. Progress meeting to discuss the preliminary recommendations
 - C. Presentation of the draft report to the Board of Alderman

Any presentations beyond the one to the Board will be considered as additional services and the time will be charged on an hourly basis, including preparation time.
6. The city is to supply the following information
 - A. Any recent traffic counts
 - B. Any as-built plans of intersections or segments of Northside Drive
 - C. Information of developments and land use that could effect traffic growth
 - D. Accident reports
 - E. Any right-of-way information
 - F. Designation of a working committee to be involved in the project meetings and reviews.

EXHIBIT A

PHASE 2

Determine project(s) to develop roadway construction plans. Services will include surveys, preliminary design, environmental documents, right-of-way plans, right-of-way documents, final contract plans and bidding and awarding the project(s). The scope of work and fee estimate will be submitted for the designated projects upon completion of Phase 1.

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

Phase 2, Future Services — To be submitted at a later date once the OWNER decides on a project or projects to proceed with based on the results of the Preliminary Design Study.

EXHIBIT C

SCOPE OF CONSTRUCTION PHASE SERVICES

Phase 2, Future Services — To be submitted at a later date once the OWNER decides on a project(s) to proceed with based on the results of the Preliminary Design Study. If federal aid funds are to be used to pay for construction phase services, a separate agreement is required by the Mississippi Department of Transportation that meets MDOT approval.

EXHIBIT D

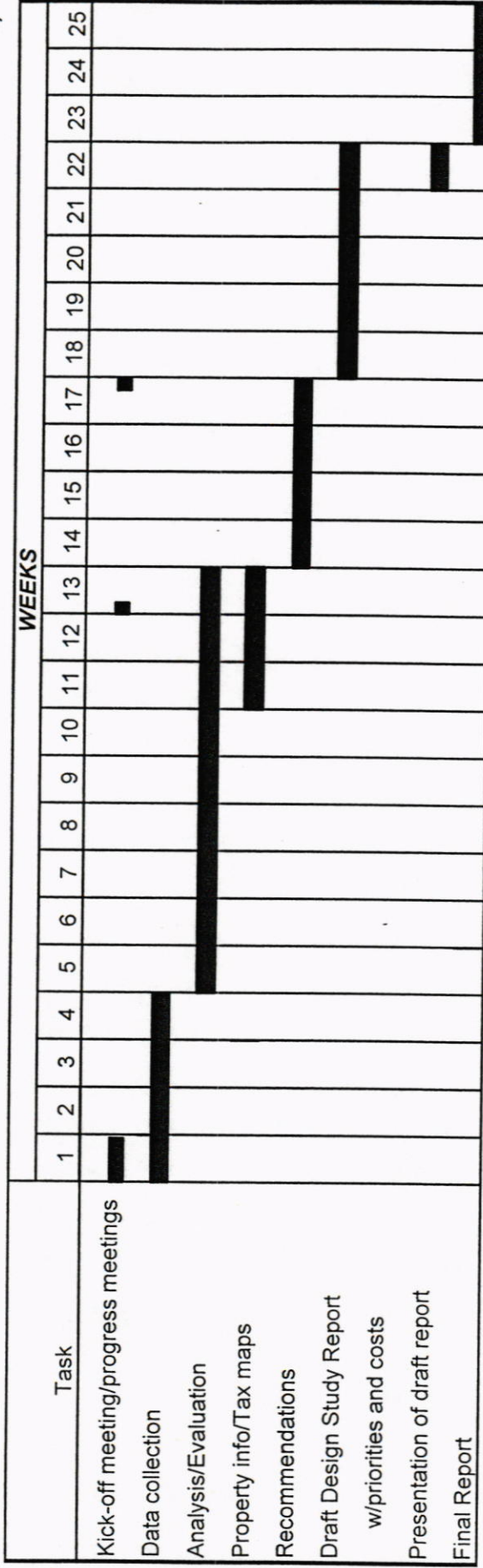
PROJECT SCHEDULE

PRELIMINARY DESIGN STUDY

NORTHSIDE DRIVE, CLINTON, MISSISSIPPI

Notice to Proceed

June 25



* Estimated at January 8, 2001

EXHIBIT E

PAYMENTS TO ENGINEER

NORTHSIDE DRIVE CORRIDOR
CLINTON, MISSISSIPPI

MANHOUR AND COST ESTIMATE

Task	Eng. Mgr.	Proj. Mgr.	Asst. Eng.	Tech.	Clerical	Total
Project Kickoff	8	4	6	0	2	
Adm. And Meetings	24	16	8	4	4	56
Traffic Counts	0	8	0	4	1	13
Accident Analysis (11 Intersections)	0	2	40	40	0	82
Intersection Base Maps	0	2	0	132	0	134
Analysis and Recommendations	10	40	100	120	1	271
Opinions of Costs	4	16	40	24	2	86
Report	12	16	40	60	8	136
Presentations	12	16	16	16	2	62
Total Hours	70	120	250	400	20	840
Hourly Rate	\$105	\$85	\$65	\$55	\$35	
Total	\$7,350	\$10,200	\$16,250	\$22,000	\$700	

TOTAL HOURLY RATES

\$56,500

Direct Costs

Traffic Counts	\$6,300
Mileage	100
Reproductions	600

Total Direct Costs

\$7,000

TOTAL ESTIMATED FEE

\$63,500

LUMP SUM FEE

\$63,500

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF CLINTON

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on Jan 5, ²⁰⁰¹~~2000~~, between the City of Clinton,
P.O. Box 156, Clinton, MS 39060, (OWNER), and NEEL-SCHAFFER, INC., P.O. Box 22625,
Jackson, Mississippi 39225-2625 (ENGINEER). *RSB*

The **OWNER** intends to contract with the **ENGINEER** to provide preliminary engineering as Phase 1 services and design, environmental documents, and construction engineering services as future Phase 2 services for widening and improvements on Northside Drive beginning at the west city limits to the five lane section near the east city limits and Clinton-Tinnin Road within the city limits, which is described in more detail in **Exhibit A, Scope of Services for Preliminary Engineering (Phase 1)**, and hereinafter called the "**Project**."

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

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER**'s professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Phase 2 Design Phase of the **Project** in accordance with Exhibit B, "Scope of Design Phase Services."*

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Phase 2 Construction Phase of the **Project** in accordance with Exhibit C, "Scope of Construction Phase Services."*

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1.

**These exhibit(s) will be submitted to the OWNER along with project schedules and payments to the ENGINEER (fee estimates) for approval once a project(s) is decided on by the OWNER.*

Additional Services shall include, but are not limited to, the following:

2.1 Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER**'s control.

2.2 Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3 Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4 Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project**'s general scope, extent or character as necessary to reduce

or increase the Construction Cost to bring it within the cost limit.

2.5 Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6 Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7 Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8 Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or

others in connection with the **Project**.

2.10 Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11 Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1 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, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2 Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of

design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3 Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **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**.

3.4 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**.

3.5 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**.

3.6 Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7 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.

SECTION 4 — PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2 If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3 In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1 **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit E, "Payments to Engineer."

5.2 **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this Agreement. ENGINEER's statements shall be due and payable within 30 calendar days of statement date. If OWNER objects to all or any portion of an invoice, OWNER shall notify the

ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5 **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept in accordance with generally accepted accounting principals. ENGINEER is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this Agreement.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1 Construction Cost.

6.1.1 **Opinions of Cost.** Since **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 judgment as an experienced and qualified professional, generally 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**.

6.1.2 **Construction Cost Budget.** 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:

6.1.2.1 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.

6.1.2.2 Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3 **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 the **Project** to bring it within the budget.

6.1.2.4 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 **ENGINEER**, and **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.

6.1.2.5 Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2 **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to

perform in accordance with the terms hereof through no fault of the terminating party.

6.3 **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 re-negotiation 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**.

6.4 **Ownership and Reuse of Documents.**

6.4.1 Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2 Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or

to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **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 will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5 **Insurance.**

6.5.1 The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000.

6.5.2 **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 10 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.

6.6 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 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7 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** accounts which relate to services provided under this **Agreement**.

6.8 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 assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both

parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9 Relationship. The **OWNER** has retained **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**.

6.10 Standard of Care. The **ENGINEER** will strive to perform services under this **Agreement** in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this **Agreement**, or in any report, opinion, document or otherwise.

6.11 Indemnification.

6.11.1 To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this **Agreement**. 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.

6.11.2 To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** 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.

6.11.3 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 negligency (including that of third parties) which caused the personal injury or property damage.

6.11.4 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 party 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.

6.12 **Recovery of Dispute Resolution Costs.** In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed

by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13 **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, then the compensation and/or period of service can be renegotiated.

6.14 **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.15 **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.16 **Risk Allocation.** The **OWNER** recognizes that **ENGINEER**'s fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of

his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$50,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.17 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**.

6.18 Hazardous Materials.

6.18.1 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**.

6.18.2 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. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any claim or liability for injury or loss arising from **ENGINEER'S** encountering unanticipated hazardous materials or suspected hazardous materials. **OWNER** also agrees to compensate **ENGINEER** for any time spent and expenses incurred by **ENGINEER** in defense of any such claim.

6.19 Subsurface Conditions and Utilities.

6.19.1 The **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. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may

differ significantly from those that actually exist.

6.19.2 **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.

6.19.3 **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any and all damage, liability or cost for any property damage, injury or economic loss arising from errors or inaccuracies of information related to subsurface investigations or underground utilities in Contract Documents prepared by **ENGINEER** or **ENGINEER'S** subconsultants, except for damage caused by sole negligence of **ENGINEER**.

6.20 **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the

intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.21 **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.22 **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof,

provisions of the main text shall govern.

6.23 **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**.

6.24 **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.25 The **ENGINEER** authorizes Mark G. Bailey, Registered Professional Engineer No. 8245 or Robert R. Walker, Registered Professional Engineering No. 12089 the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

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

7.1 **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2 **Agreement.** This contract including all exhibits and documents included by reference.

7.3 **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.

7.4 **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5 **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.

7.6 **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7 **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8 **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** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9 **Direct Labor Costs.** Salaries and wages paid to **ENGINEER**'s personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10 **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.

7.11 **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly 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.

7.12 **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.

7.13 **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**.

7.14 **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.

7.15 **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16 **Supplier.** A manufacturer, fabricator, supplier, distributor, materialman or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1 This **Agreement** is subject to the following Special Provisions.

8.2 The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1 Exhibit A, "Project Description."

8.2.2 Exhibit B, "Scope of Design Phase Services."

8.2.3 Exhibit C, "Scope of Construction Phase Services."

8.2.4 Exhibit D, "Project Schedule."

8.2.5 Exhibit E, "Payments to Engineer."

8.3 This **Agreement**, consisting of Pages 1 to 14, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral

understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: City of Clinton
 BY: Rosemary A. Quetman
 TITLE: Mayor

ENGINEER: NEEL-SCHAFER, INC.

BY: Mark D. Bailey
 TITLE: Vice President

WITNESS: W. Derrick
City Clerk

WITNESS: Barbara Euler

EXHIBIT A

SCOPE OF SERVICES FOR PRELIMINARY ENGINEERING (PHASE 1) NORTHSIDE DRIVE CORRIDOR CLINTON, MISSISSIPPI

GENERAL PROJECT DESCRIPTION

The ENGINEER will provide preliminary engineering services for the Northside Drive corridor study through the City of Clinton, beginning at the west city limits and proceeding approximately four miles to the existing four lane section near the east city limits; and Clinton-Tinnin Road from Northside Drive to the north city limits. The ENGINEER is to prepare conceptual plans (schematics) for proposed improvements to address short term and long term transportation needs along this corridor. The preliminary engineering study will outline proposed improvements, opinions of cost and prioritize segments/locations.

WORK TASKS

1. Kickoff meeting and data requirements

A project kickoff meeting will be scheduled with the city in order to discuss the work tasks, data requirements, schedule and expectations for the project. The city is to invite interested parties or this could be done at a work session with the Board of Alderman.

2. Data collection

- A. Twenty-Four hour directional tube counts at these locations along Northside Drive:
 - Between Clinton Industrial Park Drive and Clinton-Tinnin Road
 - Between Vernon Drive and N. Monroe Street
 - Between N. Monroe Street and Pinehaven Drive
 - Between Huntcliff Way and Live Oak Drive
 - Between Shady Glen Drive and Tanglewood Drive
 - Between Park Place and Cascades Circle west
 - East of Cynthia Road
 - On Clinton Tinnin Road just north of Northside Drive
- B. Intersection 12-hour turning movement counts at:
 - Clinton Industrial Park Drive
 - Clinton-Tinnin Road
 - N. Monroe Street
 - Pinehaven Drive
 - Berkshire Street
 - Old Vicksburg Road
 - Tanglewood Drive
 - Cascades Circle West
 - Cynthia Road
- C. Accident records (copies of the accident reports) for the years 1998-2000 for the above intersections (supplied by the city)
- D. Conditions diagrams of the above intersections
- E. Aerial photography — Electronic Files
- F. Tax maps

EXHIBIT A

3. Analysis: CORSIM (Corridor Simulation), a traffic analysis model will be used to analyze the operations of the corridor.
 - A. Traffic volumes and projections
 1. Short Term — 2006
 2. Long Term — 2020Projections will take into effect the completion of Clinton Parkway and the Natchez Trace Parkway and anticipated growth in the Clinton area. The Jackson Urban Area Transportation Plan for 2020 will be the principle resource document for the projections.
 - B. Traffic Signal Warrants
 - C. Accident Collision Diagrams
4. Recommendations:
 - A. Short term
Prioritize short term improvements to best optimize traffic flow and improve safety conditions along the corridor. The short term improvements will compliment the long term recommendations.
 - B. Long term
Prioritize improvements over the next 20 years to accommodate the anticipated traffic growth and land use.
 - C. Opinions of Costs will be provided for the above recommendations. Costs will include engineering, right-of-way, utility relocations, and construction.
4. Report
Both a draft and a final report will be prepared summarizing the findings and recommendations. The reports will include exhibits and tables to compliment the text. Ten copies of the draft report and 25 copies of the final report will be submitted.
5. Meetings and Presentations
We plan on the following meetings after the kickoff meeting.
 - A. Progress meeting after the data collection and initial analysis has been completed
 - B. Progress meeting to discuss the preliminary recommendations
 - C. Presentation of the draft report to the Board of Alderman

Any presentations beyond the one to the Board will be considered as additional services and the time will be charged on an hourly basis, including preparation time.
6. The city is to supply the following information
 - A. Any recent traffic counts
 - B. Any as-built plans of intersections or segments of Northside Drive
 - C. Information of developments and land use that could effect traffic growth
 - D. Accident reports
 - E. Any right-of-way information
 - F. Designation of a working committee to be involved in the project meetings and reviews.

EXHIBIT A

PHASE 2

Determine project(s) to develop roadway construction plans. Services will include surveys, preliminary design, environmental documents, right-of-way plans, right-of-way documents, final contract plans and bidding and awarding the project(s). The scope of work and fee estimate will be submitted for the designated projects upon completion of Phase 1.

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

Phase 2, Future Services — To be submitted at a later date once the OWNER decides on a project or projects to proceed with based on the results of the Preliminary Design Study.

EXHIBIT C

SCOPE OF CONSTRUCTION PHASE SERVICES

Phase 2, Future Services — To be submitted at a later date once the OWNER decides on a project(s) to proceed with based on the results of the Preliminary Design Study. If federal aid funds are to be used to pay for construction phase services, a separate agreement is required by the Mississippi Department of Transportation that meets MDOT approval.

EXHIBIT D

PROJECT SCHEDULE

PRELIMINARY DESIGN STUDY

NORTHSIDE DRIVE, CLINTON, MISSISSIPPI

Notice to Proceed

June 25

Task	WEEKS																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Kick-off meeting/progress meetings																									
Data collection																									
Analysis/Evaluation																									
Property info/Tax maps																									
Recommendations																									
Draft Design Study Report																									
w/priorities and costs																									
Presentation of draft report																									
Final Report																									

* Estimated at January 8, 2001

EXHIBIT E

PAYMENTS TO ENGINEER

**NORTHSIDE DRIVE CORRIDOR
CLINTON, MISSISSIPPI**

MANHOUR AND COST ESTIMATE

Task	Eng. Mgr.	Proj. Mgr.	Asst. Eng.	Tech.	Clerical	Total
Project Kickoff	8	4	6	0	2	
Adm. And Meetings	24	16	8	4	4	56
Traffic Counts	0	8	0	4	1	13
Accident Analysis (11 Intersections)	0	2	40	40	0	82
Intersection Base Maps	0	2	0	132	0	134
Analysis and Recommendations	10	40	100	120	1	271
Opinions of Costs	4	16	40	24	2	86
Report	12	16	40	60	8	136
Presentations	12	16	16	16	2	62
Total Hours	70	120	250	400	20	840
Hourly Rate	\$105	\$85	\$65	\$55	\$35	
Total	\$7,350	\$10,200	\$16,250	\$22,000	\$700	

TOTAL HOURLY RATES

\$56,500

Direct Costs

Traffic Counts	\$6,300
Mileage	100
Reproductions	600

Total Direct Costs

\$7,000

TOTAL ESTIMATED FEE

\$63,500

LUMP SUM FEE

\$63,500

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 01/02/2001AGENDA ITEM NO. 9

CONSENT AGENDA: \$ _____ TO: _____

FOR: _____

ACCT. NO. _____

DISCUSSION/ACTION: *Approval of Final Resolution granting exemption from ad valorem taxes to Delphi Automotive Systems, LLC for property with true value of \$ 6,455,194 for a five-year period beginning December 31, 1999 and ending December 30, 2004.*

INTRODUCED BY: W. Jenick

TELEPHONE: _____

EXHIBITS FOR REVIEW:

Minutes _____
 Ordinance _____
 Resolution _____

Invoice _____
 Plans, Maps _____
 Contract _____

Other _____

RECOMMENDATION:**BOARD ACTION:****MOTION MADE BY:****SECONDED BY:****VOTE CAST:****"AYE"****"NAY"****ACTION TAKEN:**

Brabham _____
 Hisaw _____
 DePriest _____
 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.



Ed Buelow, Jr., Chairman
and Commissioner of Revenue

Lisa W. Davis, CPA
Associate Commissioner

Russell E. Hawkins, CPA
Associate Commissioner

MISSISSIPPI

STATE TAX COMMISSION

Office of Property Tax
Post Office Box 960
Jackson, Mississippi 39205-0960
Telephone: 601-923-7631
Fax: 601-923-7637

December 15, 2000

Mr. Nelson Byrd
City Clerk- Clinton
Post Office Box 156
Clinton, MS 39060-0156

RE: Ad Valorem Taxation Exemption - Delphi Automotive Systems, LLC

Dear Mr. Byrd:

In response to your application for ad valorem taxation exemption, except for state and school district taxes, we concur with the prior approval of the local authorities from which this exemption is sought. This exemption is for a period of five (5) years from and after December 31, 1999, with a total true value of \$6,455,194.

In accordance with the power and authority conferred upon the State Tax Commission by Section 27-31-101, et seq., Mississippi Code of 1972, as amended, the State Tax Commission hereby certifies that the above captioned property is eligible for ad valorem tax exemption and is in compliance with the provisions of the above statute.

By issuing this certificate of approval, we are enclosing the original application of the above captioned corporation for further action by the board of supervisors, and/or the governing authorities of the municipality, to enter a final order on its minutes declaring that this property is exempted and the dates when such exemption commences and expires.

RECEIVED
DEC 18 2000

CITY OF CLINTON

Mr. Nelson Byrd
Page -2-
December 15, 2000

Please submit to our office a copy of your final board resolution showing the total true value approved by the board.

With kindest personal regards, we are

Sincerely yours,

A handwritten signature in black ink, appearing to read "Ed Buelow, Jr.", with a stylized flourish at the end.

Ed Buelow, Jr.
Chairman

EB/pf

Enclosures

cc: Mr. Mike Barnes, Hinds County Tax Assessor
Robert P. Wise, Esq.

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

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI GRANTING FINAL APPROVAL OF AD VALOREM TAX EXEMPTION TO DELPHI AUTOMOTIVE SYSTEMS, LLC, CLINTON, MISSISSIPPI.

Whereas Delphi Automotive Systems, LLC is authorized to do business and is doing business in Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of Clinton, Mississippi, an application for exemption from ad valorem taxes, except State and Clinton Public School District, for a five-year period as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

Now, therefore, it is ordered by the Mayor and Board of Aldermen, Clinton, Mississippi, that the Application of Delphi Automotive Systems, LLC is hereby approved and that the property described in Exhibit A to the Application with a true value of \$6,455,194 is exempt from all ad valorem taxation, except State

and Clinton Public School District taxation, for a five-year period beginning December 31, 1999 and ending December 30, 2004.

So ordered, this the 8th day of January, 2000.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

(SEAL)

RECEIVED

MAR 2 12 000

PROPERTY TAX

APPLICATION OF
DELPHI AUTOMOTIVE SYSTEMS, LLC, FOR EXEMPTION
FROM AD VALOREM TAXES ON ADDITIONAL AND
EXPANDED PROPERTIES AND REPLACEMENT OF
EQUIPMENT AS AUTHORIZED BY SECTION
27-31-101, ET SEQ. OF THE MISSISSIPPI
CODE OF 1972 AND COMPLETED DECEMBER 31, 1999

TO THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI:

Delphi Automotive Systems, LLC, files this its application in triplicate for exemption from ad valorem taxation and respectfully represents unto this Honorable Board as follows:

1. Applicant is a Delaware Corporation with its principal place of business in Detroit, Michigan, and is qualified to do business in Mississippi with its registered office in Hinds County, Mississippi.
2. Applicant is now operating as an automobile component part manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi, which factory includes Plants 20, 22, 24, 25 and 27 containing bona fide expanded facilities of public utility within the meaning of Section 27-31-101, et seq. and related Sections of the Mississippi Code, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely "manufacturing"; and the exemption prayed for in this Application is for additions or expansions of the above-mentioned plants and the replacement of equipment used in connection with or necessary to the operation of the said enterprise as provided in Section 27-31-105 of the Mississippi Code, as amended.
4. That said new additions or expansions and replacement of equipment were completed on the 31st day of December, 1999, within the meaning of the applicable statutes of

the State of Mississippi; and, therefore, the exemption hereby claimed is for a five year period to begin on the 31st day of December, 1999, and to end on the 30th day of December, 2004.

5. That said new additions or expansions and replacement of equipment will make more secure and support approximately 40 jobs with an estimated annual payroll of \$1,000,000.00 in the facilities of Delphi Automotive Systems, LLC.

6. That the true value of all property to be exempted is Six Million, Four Hundred Fifty-five Thousand, One Hundred Ninety-Four and 73/100 (\$6,455,194.73), as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Board of Aldermen enter a finding that Applicant's factory is in fact an expanded enterprise of public utility, and that the same was completed on the 31st day of December, 1999, within the meaning of the applicable laws of Mississippi; and

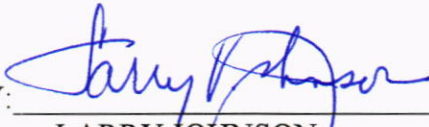
That Applicant be granted an exemption from ad valorem taxation except State and School District ad valorem taxation, as provided by law, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to, the operation of Applicant's factory in the industrial park of the City of Clinton, Hinds County, Mississippi, for a five year period beginning on the 31st day of December, 1999, and ending on the 30th day of December, 2004;

That this Board of Aldermen approve this application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, for a period of ^{five} ~~ten~~ years, and forward the original and three certified copies of this application and a

certified transcript of such approval to the Mississippi State Tax Commission, and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Board will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 21st day of January, ~~1999~~ ²⁰⁰⁰ JAB

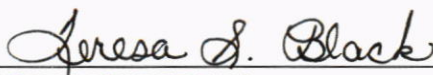
DELPHI AUTOMOTIVE SYSTEMS, LLC

BY: 
LARRY JOHNSON
DIRECTOR, MISSISSIPPI OPERATIONS

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, LARRY JOHNSON, who stated that he is Director, Mississippi Operations, of Delphi Automotive Systems, LLC, Clinton, Mississippi, and that the matters set forth in the foregoing Application for Exemption from Ad Valorem Taxation are true and correct to the best of his knowledge, information and belief.

SWORN TO AND SUBSCRIBED BEFORE ME, on this, the 21st day of January, ~~1999~~ ²⁰⁰⁰ JAB


NOTARY PUBLIC

My Commission Expires:

April 7, 2003

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Apr. 7, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS



OF COUNSEL:

ROBERT P. WISE
WISE CARTER CHILD & CARAWAY
PROFESSIONAL ASSOCIATION
P. O. Box 651
Jackson, Mississippi 39205
(601) 968-5500 (telephone)
(601) 968-5593 (facsimile)
Email: Rwiselaw@aol.com
Web: www.mslawyer.com/rwise

RECEIVED

MAR 21 2000

PROPERTY TAX BUREAU

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MAR 21 2000
PROPERTY TAX BUREAU

EXHIBIT "A"

GENERAL MOTORS CORPORATION

DELPHI PACKARD ELECTRIC SYSTEMS

True value of property added to Plants 20, 21, 22, 24, 25 and 27 completed December 31, 1999:

<u>LOCATION</u>	<u>MACHINERY AND EQUIPMENT</u>	<u>FURNITURE AND FIXTURES</u>	<u>WORK-IN- PROGRESS INVENTORIES</u>	<u>TOTAL</u>
Plant 20	396,025.94	317,255.24	200,768.12	914,049.30
Plant 21	320,238.97	46,603.76	162,347.39	529,190.12
Plant 22	1,400,555.60	84,637.12	710,021.47	2,195,214.19
Plant 24	1,463,766.47	5,132.30	742,066.66	2,210,965.43
Plant 25	255,646.42	0.00	129,601.74	385,248.16
Plant 27	<u>146,339.63</u>	<u>0.00</u>	<u>74,187.90</u>	<u>220,527.53</u>
	\$3,982,573.03	\$453,628.42	\$2,018,993.28	\$6,455,194.73

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 04/02/2001AGENDA ITEM NO. 10

CONSENT AGENDA: \$	TO:
FOR:	
ACCT. NO.	

DISCUSSION/ACTION: <u>Approval of Final Resolution granting exemption from ad valorem taxes to Riverwood International Corporation for property with true value of \$ 1,296,476 for an additional five-year period beginning August 1, 2000 and ending July 30, 2005.</u>	
INTRODUCED BY: <u>W. J. J. J.</u>	TELEPHONE:

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
DePriest
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.

Ed Buelow, Jr., Chairman
and Commissioner of Revenue

Lisa W. Davis, CPA
Associate Commissioner

Russell E. Hawkins, CPA
Associate Commissioner



MISSISSIPPI

STATE TAX COMMISSION
December 15, 2000

Office of Property Tax
Post Office Box 960
Jackson, Mississippi 39205-0960
Telephone: 601-923-7631
Fax: 601-923-7637

Mr. W. Wayne Derrick, CPA
City Clerk - Clinton
Post Office Box 156
Clinton, MS 39056-0156

Re: Application for Industrial Exemption – Riverwood International Corporation

Dear Mr. Derrick:

We are in receipt of the above-captioned application for an extension of the initial industrial exemption and the board's resolution of its approval beginning August 1, 2000.

Based on current statute, the State Tax Commission has no authority of approving or rejecting applications for extensions of the initial industrial exemptions (Section 27-31-101, et seq., Mississippi Code of 1972).

We have placed in our file a copy of this approval and are returning these exhibits for your files and references.

With kindest personal regards, we are

Sincerely yours,

A handwritten signature in black ink, appearing to read "R. Megginson".

Robert M. Megginson, Director
Property Tax Bureau

RMM/pf

Enclosures

cc: Mr. Mike Barnes, Hinds County Tax Assessor

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DEC 18 2000

CITY OF CLINTON

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

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Riverwood International Corporation, and the following Resolution, being first reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI GRANTING FINAL APPROVAL OF AD VALOREM TAX EXEMPTION TO RIVERWOOD INTERNATIONAL CORPORATION, CLINTON, MISSISSIPPI.

Whereas Riverwood International Corporation is authorized to do business and is doing business in Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of Clinton, Mississippi, an application for exemption from ad valorem taxes, except State and Clinton Public School District, for an initial period of five years as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

Now, therefore, it is ordered by the Mayor and Board of Aldermen, Clinton, Mississippi, that the Application of Riverwood International Corporation is hereby approved and that the property described in Exhibit B to the Application with a true value of \$1,296,476 is exempt from all ad valorem taxation, except State

and Clinton Public School District taxation, for an additional five-year period beginning August 1, 2000 and ending July 30, 2005.

So ordered, this the 8th day of January, 2000.

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

W. Derrick
W. Wayne Derrick, City Clerk

(SEAL)

**REQUEST OF RIVERWOOD INTERNATIONAL CORPORATION,
INC., FOR A FIVE-YEAR EXTENSION OF THE EXEMPTION
FROM AD VALOREM TAXES HERETOFORE GRANTED FOR
ADDITIONS COMPLETED AUGUST 1, 1995**

**TO THE MAYOR AND BOARD OF ALDERMAEN, CITY OF
CLINTON MISSISSIPPI:**

1. Riverwood International Corporation (herein "Riverwood"), files this their request in triplicate for a five-year extension of the exemption from ad valorem taxation heretofore granted on its August 1, 1995 , additions to its plant and would respectfully represent unto this Honorable Board as follows:

2. Riverwood is a Delaware corporation with its national administrative headquarters in Atlanta, Georgia, and is qualified to do business in Mississippi, and is in good standing in the State of Mississippi.

3. Riverwood is now, and has been for many years prior to this date, operating a paper cutting, printing and container manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi.

4. By Final Order of the Board of Aldermen Applicant was granted an exemption for five consecutive years to begin August 1, 1995, and end on July 31, 2000, at which time Applicant was entitled to an extension of five years therefrom. Such exemption was granted for personal property having an original cost and true value of \$1,563,857, which was shown and itemized on Exhibit "A" to the original exemption Application, a true copy of such Exhibit "A" being attached hereto.

5. In support of their right and eligibility to receive an extension of the above mentioned ad valorem tax exemption, Applicant respectfully states and certifies as follows:

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PROPERTY TAX BUREAU

- (a) Riverwood has and will continue to give preference to Hinds County residents in hiring and has and will continue to utilize Hinds County, Mississippi minority vendors, suppliers, subcontractors, and professionals.
- (c) Riverwood represents that during the initial period of five years, in connection with its original Application for Exemption from Ad Valorem Taxes on Additional and Expanded Properties and Equipment as Authorized by Section 27-31-101 at. Seq. of the Mississippi Code of 1972, for additions completed August 1, 1995 Riverwood has significantly increased its employment and anticipates that it will maintain their employment levels through the end of the second five year period. Riverwood currently employees 230 people with annualized payroll of \$10,000,608, as compared to an annualized payroll of \$7,670,636 before the project.
- (d) Riverwood represents that the current true value of the machinery and equipment for which the extension of exemption is requested is \$1,296,476 as detailed in Exhibit "B".

WHEREFORE, Applicant prays that this Board of Aldermen enter a Final Order:

- (a) Extending the above mentioned initial exemption in accordance with the original grant for an additional five years, commencing August 1, 2000 and expiring July 30, 2005 and
- (b) That a certified copy of said Final Order be furnished to the Hinds County Tax Assessor's Office.

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PROPERTY TAX

Respectfully submitted, this the 16th day of June, 2000.

RIVERWOOD INTERNATIONAL CORPORATION

BY: Catherine Hanson

Catherine Hanson

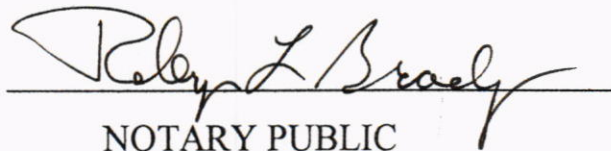
Vice President Corporate Treasury and Tax

STATE OF GEORGIA

COUNTY OF COBB

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CATHERINE HANSON, who stated that she is the Vice President Corporate Treasury and Tax for Riverwood International Corporation, Atlanta, Georgia, and that the matters set out in the foregoing Application for Exemption from Ad Valorem Taxation are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, on this, the 16th day of June 2000.


NOTARY PUBLIC

My Commission Expires:

Notary Public, Cobb County, Georgia.
My Commission Expires December 2, 2001

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OCT 18 2000
PROPERTY TAX BUREAU

EXHIBIT "A"

RIVERWOOD INTERNATIONAL USA, INC.

True value of a new building and related equipment (its cost) and their book acquisition dates added to the Clinton, Mississippi plant of Riverwood and completed on August 1, 1995:

<u>DESCRIPTION</u>	<u>BOOK ACQ. DATE</u>	<u>COST</u>
Landscaping	07/01/95	\$ 21,887.00
Concrete Ditch	07/01/95	6,763.00
Cyclone Fence	07/01/95	6,199.00
Office Building	07/01/95	473,288.00
Capital Interest	07/01/95	214,325.00
QED Switchboard	07/01/95	32,447.00
Cold Glue System	07/01/95	19,738.00
(3) Motorola 2 Way Radios	07/01/95	1,878.00
Live Roll Conveyor	07/01/95	12,114.00
Pallet Jack	07/01/95	4,815.00
(170) Light Fixtures	07/01/95	39,580.00
(5) Dock Levelers	07/01/95	10,238.00
Blower RV 33/23	07/01/95	7,605.00
Utilities Ditch	07/01/95	11,096.00
Elect Line to Gluer	07/01/95	4,732.00
Gas Line to New WHSE	07/01/95	11,042.00
Piping, Vent Line to Restrooms & Breakroom	07/01/95	8,863.00
Sprinklers for Restrooms & Breakroom	07/01/95	4,897.00
Feed Modif. Gluer	07/01/95	11,113.00
Surge Gate Kit	07/01/95	5,213.00
Scrap System	07/01/95	25,227.00
Elect. Hookups for Building & Equip.	07/01/95	30,027.00
Install Plumbing Fixtures & Piping	07/01/95	27,501.00
Quickie Door	07/01/95	10,178.00
Sound Enclosure for 88" Sheeter	07/01/95	6,200.00
Equip. Upgrade & Reorganization	08/01/95	446,018.00
Workstations	07/01/95	68,034.00
Office Furnt.	07/01/95	9,656.00
Personnel Carrier	07/01/95	33,183.00
TOTAL		<u>\$1,563,857.00</u>

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OCT 18 2000

PROPERTY TAX BUREAU

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 01/02/2000AGENDA ITEM NO. 11

CONSENT AGENDA: \$ _____ TO: _____

FOR: _____

ACCT. NO. _____

DISCUSSION/ACTION: *Approval of Final Resolution granting exemption from ad valorem taxes to Riverwood International Corporation for property with true value of \$ 4,124,297 for an additional five-year period beginning June 30, 2000 and ending June 29, 2005.*

INTRODUCED BY: Wojcik

TELEPHONE: _____

EXHIBITS FOR REVIEW:

Minutes _____
 Ordinance _____
 Resolution _____

Invoice _____
 Plans, Maps _____
 Contract _____

Other _____

RECOMMENDATION:**BOARD ACTION:****MOTION MADE BY:****SECONDED BY:****VOTE CAST:****"AYE"****"NAY"****ACTION TAKEN:**

Brabham _____
 Hisaw _____
 DePriest _____
 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.

Ed Buelow, Jr., Chairman
and Commissioner of Revenue

Lisa W. Davis, CPA
Associate Commissioner

Russell E. Hawkins, CPA
Associate Commissioner



MISSISSIPPI

STATE TAX COMMISSION
December 15, 2000

Office of Property Tax
Post Office Box 960
Jackson, Mississippi 39205-0960
Telephone: 601-923-7631
Fax: 601-923-7637

Mr. W. Wayne Derrick, CPA
City Clerk - Clinton
Post Office Box 156
Clinton, MS 39056-0156

Re: Application for Industrial Exemption – Riverwood International Corporation

Dear Mr. Derrick:

We are in receipt of the above-captioned application for an extension of the initial industrial exemption and the board's resolution of its approval beginning June 30, 2000.

Based on current statute, the State Tax Commission has no authority of approving or rejecting applications for extensions of the initial industrial exemptions (Section 27-31-101, et seq., Mississippi Code of 1972).

We have placed in our file a copy of this approval and are returning these exhibits for your files and references.

With kindest personal regards, we are

Sincerely yours,

A handwritten signature in black ink, appearing to read "R. Megginson".

Robert M. Megginson, Director
Property Tax Bureau

RMM/pf

Enclosures

cc: Mr. Mike Barnes, Hinds County Tax Assessor

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DEC 18 2000

CITY OF CLINTON

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

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Riverwood International Corporation, and the following Resolution, being first reduced to writing, was introduced:

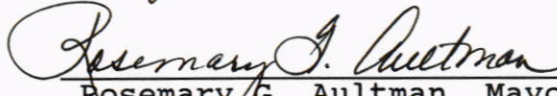
RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI GRANTING FINAL APPROVAL OF AD VALOREM TAX EXEMPTION TO RIVERWOOD INTERNATIONAL CORPORATION, CLINTON, MISSISSIPPI.

Whereas Riverwood International Corporation is authorized to do business and is doing business in Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of Clinton, Mississippi, an application for exemption from ad valorem taxes, except State and Clinton Public School District, for an initial period of five years as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

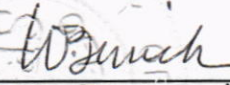
Now, therefore, it is ordered by the Mayor and Board of Aldermen, Clinton, Mississippi, that the Application of Riverwood International Corporation is hereby approved and that the property described in Exhibit B to the Application with a true value of \$4,124,297 is exempt from all ad valorem taxation, except State

and Clinton Public School District taxation, for an additional five-year period beginning June 30, 2000 and ending June 29, 2005.

So ordered, this the 8th day of January, 2000.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

(SEAL)

**REQUEST OF RIVERWOOD INTERNATIONAL CORPORATION,
INC., FOR A FIVE-YEAR EXTENSION OF THE EXEMPTION
FROM AD VALOREM TAXES HERETOFORE GRANTED FOR
ADDITIONS COMPLETED JUNE 30, 1995**

**TO THE MAYOR AND BOARD OF ALDERMAEN, CITY OF
CLINTON MISSISSIPPI:**

1. Riverwood International Corporation (herein "Riverwood"), files this their request in triplicate for a five-year extension of the exemption from ad valorem taxation heretofore granted on its June 30, 1995 , additions to its plant and would respectfully represent unto this Honorable Board as follows:

2. Riverwood is a Delaware corporation with its national administrative headquarters in Atlanta, Georgia, and is qualified to do business in Mississippi, and is in good standing in the State of Mississippi.

3. Riverwood is now, and has been for many years prior to this date, operating a paper cutting, printing and container manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi.

4. By Final Order of the Board of Aldermen Applicant was granted an exemption for five consecutive years to begin June 30, 1995, and end on June 29, 2000, at which time Applicant was entitled to an extension of five years therefrom. Such exemption was granted for personal property having an original cost and true value of \$4,238,445, which was shown and itemized on Exhibit "A" to the original exemption Application, a true copy of such Exhibit "A" being attached hereto.

5. In support of their right and eligibility to receive an extension of the above mentioned ad valorem tax exemption, Applicant respectfully states and certifies as follows:

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PROPERTY TAX BUREAU

- (a) Riverwood has and will continue to give preference to Hinds County residents in hiring and has and will continue to utilize Hinds County, Mississippi minority vendors, suppliers, subcontractors, and professionals.
- (c) Riverwood represents that during the initial period of five years, in connection with its original Application for Exemption from Ad Valorem Taxes on Additional and Expanded Properties and Equipment as Authorized by Section 27-31-101 at. Seq. of the Mississippi Code of 1972, filed in conjunction with BTM Capital Corporation for additions completed June 30, 1995 Riverwood has significantly increased its employment and anticipates that it will maintain their employment levels through the end of the second five year period. Riverwood currently employees 230 people with annualized payroll of \$10,000,608, as compared to an annualized payroll of \$7,670,636 before the project.
- (d) Riverwood represents that the current true value of the machinery and equipment for which the extension of exemption is requested is \$4,124,297 as detailed in Exhibit "B".

WHEREFORE, Applicant prays that this Board of Aldermen enter a Final Order:

- (a) Extending the above mentioned initial exemption in accordance with the original grant for an additional five years, commencing June 30, 2000 and expiring June 29, 2005 and
- (b) That a certified copy of said Final Order be furnished to

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PROPERTY TAX DEPARTMENT

the Hinds County Tax Assessor's Office.

Respectfully submitted, this the 16 day of June, 2000.

RIVERWOOD INTERNATIONAL CORPORATION

BY: Catherine Hanson

Catherine Hanson

Vice President Corporate Treasury and Tax

STATE OF GEORGIA

COUNTY OF COBB

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CATHERINE HANSON, who stated that she is the Vice President Corporate Treasury and Tax for Riverwood International Corporation, Atlanta, Georgia, and that the matters set out in the foregoing Application for Exemption from Ad Valorem Taxation are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, on this, the 16th day of June 2000.


NOTARY PUBLIC

My Commission Expires:

Notary Public, Cobb County, Georgia.
My Commission Expires December 2, 2001



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EXHIBIT "A"

RIVERWOOD INTERNATIONAL USA, INC.

True value of property (its cost) added to the Clinton, Mississippi Plant of Riverwood for Phase One Additions completed June 30, 1995:

- I. Machinery and equipment related to, and Phase One cost of, one offset Webb press bearing serial number 50541-05-C1, as more completely described on the attached Press Project Analysis - Riverwood Costs;

\$ 388,445.00

- II. Additional raw materials needed in relation to the foregoing Phase One additions; and

\$3,500,000.00

- III. Additional work in process created in relation to the foregoing Phase One additions.

\$ 350,000.00

TOTAL COST

\$4,238,445.00

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PROPERTY TAX BUREAU

PRESS PROJECT ANALYSIS
RIVERWOOD COSTS

PERIOD ENDING 6/30/95

PROJECT REQ. NO. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
6-411 0001	520073 TRAINING 644073 MACHINE		47,404 50,000 97,404
REQUISITION TOTALS			
6-411 3639	760073 ENGINEERING SERVICE	24069 ROBERT R LIVELY JR. & ASSOC.	541 541
REQUISITION TOTALS			
6-411 3641	640073 BUSHING	24016 MOTION INDUSTRIES	11 11
REQUISITION TOTALS			
6-411 3677	644073 HORIZONTAL SHREDDER	84210 ROADWAY EXPRESS INC	44,038
6-411 3677	649173 SALES TAX	ROADWAY EXPRESS INC	489 44,527
REQUISITION TOTALS			
6-411 3683	644073 CAMERA	24117 STUART C IRBY CO	10,402
6-411 3683	649173 SALES TAX	STUART C IRBY CO	155 10,557
REQUISITION TOTALS			
6-411 3755	760073 ENGINEERING SERVICE	24315 ROBERT R LIVELY JR & ASSOC	427 427
REQUISITION TOTALS			
6-411 3766	640073 CASE CODER	23950 VIDEOJET	15,385
6-411 3766	649173 SALES TAX	VIDEOJET	230 15,615
REQUISITION TOTALS			
6-411 3805	760073 ELECTRICAL ENGINEERING	24448 HCH ENGINEERING CO	9,096 9,096
REQUISITION TOTALS			
6-411 3807	644073 LAPTOP COMPUTER	24276	2,761
6-411 3807	649173 SALES TAX		192 2,953
REQUISITION TOTALS			
6-411 3808	644073 HANDY SCAN COLOR VIDEO	24089 PROMARK	8,520 0 8,520
6-411 3808	649173 SALES TAX		
REQUISITION TOTALS			
6-411 3890	760073 ENG SERVICE	24646 HCH ENGINEERING CO	7,976 7,976
REQUISITION TOTALS			
6-411 3891	760073 ENG SERVICE	24645 ROBERT R LIVELY JR & ASSOC	1,083 1,083
REQUISITION TOTALS			
6-411 3893	690073 ENG SERVICE	24536 ROBERT R LIVELY JR & ASSOC	8,194 8,194
REQUISITION TOTALS			
6-411 3899	640073 TENSION METER	24486	977 14 991
6-411 3899	649173 SALES TAX		
REQUISITION TOTALS			
6-411 3927	760073 ENG SERVICE	86629 ROBERT R LIVELY JR & ASSOC.	4,450 4,450
REQUISITION TOTALS			

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PROPERTY TAX DEPT

PRESS PROJECT ANALYSIS
RIVERWOOD COSTS

PERIOD ENDING 6/30/95

PROJECT REQ NO. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
6-411 3931	760073 ENG SERVICE	86625 HCH ENGINEERING	4,772
REQUISITION TOTALS			4,772
6-411 3938	640073 FORKLIFT	24497 EQUIPMENT INC	45,273
6-411 3938	649173 SALES TAX	EQUIPMENT INC	3,169
REQUISITION TOTALS			48,442
6-411 4006	644073 EASY MOVER	86603 MOTION INDUSTRIES	3,887
6-411 4006	649173 TAX	MOTION INDUSTRIES	253
REQUISITION TOTALS			4,140
6-411 4008	644073 AIR PALLET	86601 YELLOW FREIGHT SYSTEM INC	5,005
6-411 4008	649173 TAX	MOTION INDUSTRIES	318
REQUISITION TOTALS			5,323
6-411 4021	750073 EDS PHONE	SOUTH CENTRAL BELL	200
REQUISITION TOTALS			200
6-411 4184	760073 ENGINEERING SERVICE	86729 ROBERT R LIVELY JR & ASSOC.	342
REQUISITION TOTALS			342
6-411 4196	760073 ENGINEERING	86709 HCH ENGINEERING	1,255
REQUISITION TOTALS			1,255
6-411 4243	644073 AIR COMPRESSOR	23915	29,501
6-411 4243	649173 SALES TAX		435
REQUISITION TOTALS			29,936
6-411 4436	760073 ENG SERVICE	86949 ROBERT R LIVELY JR & ASSOC.	8,617
REQUISITION TOTALS			8,617
6-411 4443	760073 ENG SERVICE	86934 HCH ENGINEERING	2,581
REQUISITION TOTALS			2,581
6-411 4483	690073 ENG SERVICE	25431	525
REQUISITION TOTALS			525
6-411 4502	690073 DATALINES	AT&T MDC-E	24,840
6-411 4502	699173 SALES TAX		1,739
REQUISITION TOTALS			26,579
6-411 4542	760073 ENG SERVICE	ROBERT R LIVELY JR & ASSOC.	10,170
REQUISITION TOTALS			10,170
6-411 4548	760073 ENG SERVICE	87012 HCH ENGINEERING	4,100
REQUISITION TOTALS			4,100
6-411 4615	644073 MISC EQUIPMENT	25199 STUART C IRBY CO	10,152
6-411 4615	649173 TAX	25199 STUART IRBY	151
REQUISITION TOTALS			10,303

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OCT 18 2000

PROPERTY

PRESS PROJECT ANALYSIS
RIVERWOOD COSTS

PERIOD ENDING 6/30/95

PROJECT REQ. NO. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
6-411 4560	760073 SERVICES	93587 ROBERT C. LIVELY JR & ASSOC	276
REQUISITION TOTALS			276
6-411 4700	760073 SERVICES	93586 ROBERT C. LIVELY JR & ASSOC	4,053
REQUISITION TOTALS			4,053
6-411 4707	760073 SERVICES	93573 HCH ENGINEERING	4,061
REQUISITION TOTALS			4,061
6-411 4967	644073 CONVEYING SYSTEM	24946 HARRIS	6,940
REQUISITION TOTALS			6,940
6-411 5133	644073 INDUSTRIAL VEHICLE	26145 NELSON EQUIPMENT CO INC	3,435
6-411 5133	SALES TAX	NELSON EQUIPMENT CO INC	50
REQUISITION TOTALS			3,485
PROJECT RECAP RIVERWOOD COSTS			388,445

REC'D
OCT 18 2000
PROPERTY TAX BUREAU

EXHIBIT "B"

RIVERWOOD INTERNATIONAL CORPORATION

True value of property added to the Clinton, Mississippi Plant of Riverwood for Phase One Additions completed June 30, 1995:

Machinery & Equipment:

Total Cost	\$388,445	True Value	\$274,297
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Raw Materials:

Total Cost	\$3,500,000	True Value	\$3,500,000
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Work In Process:

Total Cost	<u>\$350,000</u>	True Value	<u>\$350,000</u>
------------	------------------	------------	------------------

Total	\$4,238,445		\$4,124,297
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PROPERTY TAX

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED

BOARD MEETING DATE: 01/02/2001

AGENDA ITEM NO. 12

CONSENT AGENDA: \$	TO:
FOR:	
ACCT. NO.	

DISCUSSION/ACTION: <i>Approval of Final Resolution granting exemption from ad valorem taxes to BTM Capital Corporation as lessor to Riverwood International Corporation for property with true value of \$ 6,876,217 for an additional five-year period beginning June 30, 2000 and ending July 29, 2005.</i>	
INTRODUCED BY: <i>W. Jenish</i>	TELEPHONE:

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	_____	_____	_____
DePriest	_____	_____	_____
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.



Ed Buelow, Jr., Chairman
and Commissioner of Revenue

Lisa W. Davis, CPA
Associate Commissioner

Russell E. Hawkins, CPA
Associate Commissioner

MISSISSIPPI

STATE TAX COMMISSION
December 15, 2000

Office of Property Tax
Post Office Box 960
Jackson, Mississippi 39205-0960
Telephone: 601-923-7631
Fax: 601-923-7637

Mr. W. Wayne Derrick, CPA
City Clerk - Clinton
Post Office Box 156
Clinton, MS 39056-0156

Re: Application for Industrial Exemption - BTM Capitol Corporation (Formerly BOT Financial Corp.)

Dear Mr. Derrick:

We are in receipt of the above-captioned application for an extension of the initial industrial exemption and the board's resolution of its approval.

Based on current statute, the State Tax Commission has no authority of approving or rejecting applications for extensions of the initial industrial exemptions (Section 27-31-101, et seq., Mississippi Code of 1972).

We have placed in our file a copy of this approval and are returning these exhibits for your files and references.

With kindest personal regards, we are

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert M. Megginson".

Robert M. Megginson, Director
Property Tax Bureau

RMM/pf

Enclosures

cc: Mr. Mike Barnes, Hinds County Tax Assessor

12

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

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for BTM Capital Corporation (formerly BOT Financial Corporation) as Owner/Lessor and Riverwood International Corporation, as Lessee, and the following Resolution, being first reduced to writing, was introduced:

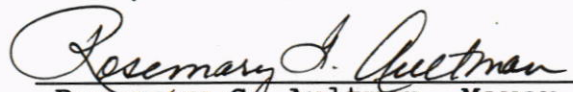
RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI GRANTING FINAL APPROVAL OF AD VALOREM TAX EXEMPTION TO BTM CAPITAL CORPORATION (FORMERLY BOT FINANCIAL CORPORATION) AS OWNER/LESSOR AND RIVERWOOD INTERNATIONAL CORPORATION AS LESSEE, CLINTON, MISSISSIPPI.

Whereas BTM Capital Corporation is authorized to do business and is doing business in Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of Clinton, Mississippi, an application for exemption from ad valorem taxes, except State and Clinton Public School District, for an initial period of five years as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

Now, therefore, it is ordered by the Mayor and Board of Aldermen, Clinton, Mississippi, that the Application of BTM Capital Corporation is hereby approved and that the property described in

Exhibit B to the Application with a true value of \$6,876,217 is exempt from all ad valorem taxation, except State and Clinton Public School District taxation, for an additional five-year period beginning June 30, 2000 and ending July 29, 2005.

So ordered, this the 8th day of January, 2001.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

(SEAL)

**REQUEST OF BTM CAPITAL CORPORATION (FORMELY BOT
FINANCIAL CORPORATION), AS OWNER/LESSOR, AND
RIVERWOOD INTERNATIONAL CORPORATION, INC., AS
LESSEE, FOR A FIVE-YEAR EXTENSION OF THE EXEMPTION
FROM AD VALOREM TAXES HERETOFORE GRANTED FOR
ADDITIONS COMPLETED JUNE 30, 1995**

**TO THE MAYOR AND BOARD OF ALDERMAEN, CITY OF
CLINTON MISSISSIPPI:**

1. BTM Capital Corporation (herein "BTM"), as Owner/Lessor, and Riverwood International Corporation (herein "Riverwood"), as Lessee, files this their request in triplicate for a five-year extension of the exemption from ad valorem taxation heretofore granted on its June 30, 1995 , additions to its plant and would respectfully represent unto this Honorable Board as follows:

2. BTM Capital Corporation is a Delaware corporation having its principal place of business at Boston, Massachusetts, and is qualified to do business in Mississippi, and is in good standing in the State of Mississippi. Riverwood is a Delaware corporation with its national administrative headquarters in Atlanta, Georgia, and is qualified to do business in Mississippi, and is in good standing in the State of Mississippi.

3. Riverwood is now, and has been for many years prior to this date, operating a paper cutting, printing and container manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi.

4. By Final Order of the Board of Aldermen Applicant was granted an exemption for five consecutive years to begin June 30, 1995, and end on June 29, 2000, at which time Applicants were to be entitled to an extension of five years therefrom. Such exemption was granted for personal property having an original cost and true value of \$9,400,160, which was shown and itemized on Exhibit "A" to the original exemption Application, a true copy of such Exhibit "A" being attached hereto.

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5. In support of their right and eligibility to receive an extension of the above mentioned ad valorem tax exemption, Applicants respectfully state and certify as follows:

(a) Riverwood has and will continue to give preference to Hinds County residents in hiring and has and will continue to utilize Hinds County, Mississippi minority vendors, suppliers, subcontractors, and professionals.

(c) Riverwood represents that during the initial period of five years, in connection with its original Application for Exemption from Ad Valorem Taxes on Additional and Expanded Properties and Equipment as Authorized by Section 27-31-101 at. Seq. of the Mississippi Code of 1972, filed in conjunction with BTM Capital Corporation for additions completed June 30, 1995 Riverwood has significantly increased its employment and anticipates that it will maintain their employment levels through the end of the second five year period. Riverwood currently employees 230 people with annualized payroll of \$10,000,608, as compared to an annualized payroll of \$7,670,636 before the project.

(d) Riverwood represents that the current true value of the machinery and equipment for which the extension of exemption is requested is \$6,876,217 as detailed in Exhibit "B".

WHEREFORE, Applicant prays that this Board of Aldermen enter a Final Order:

(a) Extending the above mentioned initial exemption in accordance with the original grant for an additional five

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PROPERTY TAX BUREAU

years, commencing June 30, 2000 and expiring June 29, 2005 and

- (b) That a certified copy of said Final Order be furnished to the Hinds County Tax Assessor's Office.

Respectfully submitted, this the 16th day of June, 2000.

RIVERWOOD INTERNATIONAL CORPORATION

BY: Catherine Hanson

Catherine Hanson

Vice President Corporate Treasury and Tax

BTM CAPITAL CORPORATION

BY: Rory P. Laughna
Rory P. Laughna
Senior Vice President

STATE OF GEORGIA

COUNTY OF COBB

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CATHERINE HANSON, who stated that she is the Vice President Corporate Treasury and Tax for Riverwood International Corporation, Atlanta, Georgia, and that the matters set out in the foregoing Application for Exemption from Ad Valorem Taxation are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, on this, the 16th day of June 2000.

Robert L. Brady
NOTARY PUBLIC

My Commission Expires:

Notary Public, Cobb County, Georgia.
My Commission Expires December 2, 2001

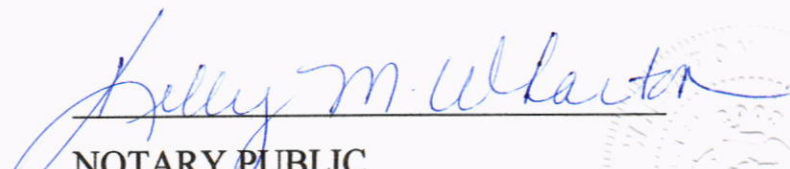
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OCT 18 2000
PROPERTY TAX DIVISION

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

PERSONALLY APPEARED BEFORE ME, the undersigned authority is and for the jurisdiction aforesaid, Rory P. Laughna, who stated that he is Senior Vice President of BTM Capital Corporation, and that the matters set out in the foregoing Application for Exemption from Ad Valorem Taxation as they pertain to it are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 7th day of June, 2000.



NOTARY PUBLIC

My Commission Expires:

November 27, 2003

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PROPERTY TAX BUREAU

EXHIBIT "A"

BOT FINANCIAL CORPORATION

AND

RIVERWOOD INTERNATIONAL USA, INC.

True value of property (its cost) leased from BOT Financial Corporation and added to the Clinton, Mississippi Plant of Riverwood for Phase One Additions completed June 30, 1995:

Phase One cost of one offset Webb press bearing serial number 50541-05-C1, as more completely described on the attached Press Project Analysis - BOT Financed Costs.

TOTAL COST

\$9,400,160.00

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PROPERTY TAX BUREAU

BOT FINANCED COSTS

PERIOD ENDING 6/30/95

PROJECT REQ. NO. NO.	ACCT DESCRIPTION NO.	VENUE	EXPENDED
6-411 4364	640073 PART	25022	379
6-411 4364	649173 SALES TAX		27
REQUISITION TOTALS			406
6-411 4365	640073 PART	25022	1,612
6-411 4365	649173 SALES TAX		113
REQUISITION TOTALS			1,725
6-411 4366	640073 PART	25021	147
6-411 4366	649173 SALES TAX		2
REQUISITION TOTALS			149
6-411 4367	640073 DRIVE	25020	500
6-411 4367	649173 SALES TAX		8
REQUISITION TOTALS			508
6-411 4368	640073 PIPE	25017	511
6-411 4368	649173 SALES TAX		36
REQUISITION TOTALS			547
6-411 4369	640073 PARTS	25016	308
6-411 4369	649173 SALES TAX		5
REQUISITION TOTALS			313
6-411 4370	640073 PARTS	25015	1,746
6-411 4370	649173 SALES TAX		122
REQUISITION TOTALS			1,868
6-411 4371	690073 REPAIR PRESS	24999	2,052
REQUISITION TOTALS			2,052
6-411 4372	640073 SCRAPPERS	24954	4,010
6-411 4372	649173 SALES TAX		60
REQUISITION TOTALS			4,070
6-411 4373	640073 PARTS	24900	160
6-411 4373	649173 SALES TAX		2
REQUISITION TOTALS			162
6-411 4374	640073 PUMP	24847	411
6-411 4374	649173 SALES TAX		29
REQUISITION TOTALS			440
6-411 4375	640073 PARTS	24839	12,760
6-411 4375	649173 SALES TAX		191
REQUISITION TOTALS			12,951
6-411 4376	644073 PARTS	24660	2,041
6-411 4376	649173 SALES TAX		31
REQUISITION TOTALS			2,072
6-411 4377	644073 PART	24573	277
6-411 4377	649173 SALES TAX		4
REQUISITION TOTALS			281

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PROJECT REQ. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
6-411 4378	644073 SWITCH BOARD	24227	14,145
6-411 4378	649173 SALES TAX		220
	REQUISITION TOTALS		15,135
6-411 4379	630073 INSTALLATION	24207	17,668
	REQUISITION TOTALS		17,668
6-411 4432	644073 ELECTRICAL INSTALLATION	24958	0
	REQUISITION TOTALS		0
6-411 4483	690073 ENG SERVICE	25431	
	REQUISITION TOTALS		342
6-411 4485	640073 PLYWOOD	25373	24
6-411 4485	649173 SALES TAX		366
	REQUISITION TOTALS		8,610
6-411 4486	690073 ELECTRICAL SERVICES	25302	8,610
	REQUISITION TOTALS		10,391
6-411 4488	690073 ELECTRICAL SERVICE	25300	10,391
	REQUISITION TOTALS		
6-411 4493	640073 PARTS	25175	244
6-411 4493	649173 SALES TAX		4
	REQUISITION TOTALS		248
6-411 4495	644073 PART	25133	815
6-411 4495	649173 SALES TAX		57
	REQUISITION TOTALS		672
6-411 4496	644073 PARTS	25132	377
6-411 4496	649173 SALES TAX		27
	REQUISITION TOTALS		404
6-411 4497	640073 PARTS	24858	0
6-411 4497	649173 SALES TAX		0
6-411 4497	690073 PARTS	24859	213
6-411 4497	699173 SALES TAX		15
	REQUISITION TOTALS		228
6-411 4499	640073 MOTOR	24841	4,604
6-411 4499	649173 SALES TAX		6
	REQUISITION TOTALS		4,600
6-411 4500	644073 DIE CHASE CART	24726	10,400
6-411 4500	649173 SALES TAX		156
	REQUISITION TOTALS		10,556

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PROPERTY TAX BUREAU

PRESS PROVED
BO FINANCED COSTS

PERIOD ENDING 6/30/95

PROJECT REQ. ACCT DESCRIPTION
NO. NO. NO.

VENDOR

EXPENDED

6-411 4510 644073 PARTS	24736		1,691
6-411 4510 649173 SALES TAX			25
REQUISITION TOTALS			1,716
6-411 4548 760073 ENG SERVICE	87012	HCM ENGINEERING CO	0
REQUISITION TOTALS			0
6-411 4559 520073 TRAINING	85991	SIEMENS INDUST	0
REQUISITION TOTALS			0
6-411 4610 690073 BUILDING ACCESSORIES	25452		2,600
6-411 4610 699173 TAX	25452		102
REQUISITION TOTALS			2,782
6-411 4611 644073 BREAKERS	25441		655
6-411 4611 649173 TAX	25441		46
REQUISITION TOTALS			701
6-411 4612 644073 ENCLOSURES	25314	STUART C IRBY CO	141
6-411 4612 649173 TAX	25314	STUART C IRBY CO	2
REQUISITION TOTALS			143
6-411 4616 644073 MISC EQUIPMENT	25158	STUART C IRBY CO	4,794
6-411 4616 649173 TAX	25158	STUART C IRBY CO	72
REQUISITION TOTALS			4,866
6-411 4617 640073 STRAINER & BASKETS	25135		1,672
6-411 4617 649173 TAX	25135		25
REQUISITION TOTALS			1,717
6-411 4618 644073 GLUER PREFEED	25082	QUACHITA MACHINE WORKS INC	61,334
6-411 4618 649173 TAX	25082	QUACHITA MACHINE WORKS INC	690
REQUISITION TOTALS			62,024
6-411 4644 644073 CABLE	93519	CHRIS HAYNES	0
6-411 4644 649173 TAX	93519	CHRIS HAYNES	0
REQUISITION TOTALS			0
6-411 4666 644073 MATERIALS	88364	THERMOGUARD	35,931
6-411 4666 649173 TAX	88364	THERMOGUARD	0
REQUISITION TOTALS			35,931

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PROPERTY TAX BUREAU

PROJECT ANALYSIS
BOT FINANCED COSTS

PERIOD ENDING 6/30/95

PROJECT REQ. ACCT DESCRIPTION
NO. NO. NO.
6-411 4684 644073 MATERIALS
6-411 4684 649173 SALES TAX
REQUISITION TOTALS
6-411 4690 644073 MATERIALS
6-411 4690 649173 SALES TAX
REQUISITION TOTALS
6-411 4694 644073 MATERIALS
6-411 4694 649173 SALES TAX
REQUISITION TOTALS
6-411 4695 644073 LABOR
6-411 4695 649173 SALES TAX
REQUISITION TOTALS

VENDOR	EXPENDED
87082	1,603 25 1,628
87069 MURCO INC MURCO INC	999 70 1,069
87064 CHRIS HAYNES CHRIS HAYNES	0 0 0
87063 AIR CONTRACTORS INC AIR CONTRACTORS INC	70,453 2,369 72,822

6-411 4710 644073 LABOR & MATERIALS
REQUISITION TOTALS
6-411 4763 644073 LABOR
REQUISITION TOTALS
6-411 4764 640073 MATERIALS
6-411 4764 649173 SALES TAX
REQUISITION TOTALS
6-411 4765 644073 LABOR
6-411 4765 649173 SALES TAX
REQUISITION TOTALS
6-411 4766 640073 MATERIAL
6-411 4766 649173 SALES TAX
REQUISITION TOTALS
6-411 4767 644073 MATERIALS
6-411 4767 649173 SALES TAX
REQUISITION TOTALS
6-411 4772 640073 MATERIALS
6-411 4772 649173 SALES TAX
REQUISITION TOTALS
6-411 4774 644073 MATERIALS
6-411 4774 649173 SALES TAX
REQUISITION TOTALS
6-411 4775 640073 MATERIALS
6-411 4775 649173 SALES TAX
REQUISITION TOTALS

93570	6,000 6,000
25709 AIR CONTRACTORS INC	11,728 11,728
25645 SEFCO SEFCO	178 0 178
25579 STUART C IRBY CO STUARTCIRDYC	5,141 75 5,216
25564	288 17 305
25534 INDUSTRIAL ELECTRONIC SUPPLY INDUSTRIAL ELECTRONIC SUPPLY	551 2 560
25166 GUACHITA MACHINE WORKS INC GUACHITA MACHINE WORKS INC	992 64 1,056
24945 MID-SOUTH ROLLER CO MIDSOUTH ROLLE	3,281 0 3,281
24900 POST MACHINERY COMPANY POST MACHINERY COMPANY	800 12 812

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PROPERTY TAX BUREAU

PRESS PROJECT FINANCED COSTS

PERIOD ENDING 6/30/95

PROJECT REQ. NO.	ACCT NO.	DESCRIPTION	VENDOR	EXPENSE
6-411	4776	649173 SALES TAX REQUISITION TOTALS	COMPUSA	3
6-411	4812	644073 LABOR & MATERIALS REQUISITION TOTALS	25889 RAM ELECTRIC	19,443
6-411	4813	690073 SUPPLIES	25840 STUART C IRBY CO	425
6-411	4813	699173 SALES TAX REQUISITION TOTALS	STUART C IRBY CO	6
6-411	4815	644073 PARTS	25825	431
6-411	4815	649173 SALES TAX REQUISITION TOTALS		1,484
6-411	4818	690073 PARTS	25668 STUART C IRBY CO	22
6-411	4818	699173 SALES TAX REQUISITION TOTALS	STUART C IRBY CO	1,506
6-411	4871	644073 PARTS	25890 STUART C IRBY CO	135
6-411	4871	649173 SALES TAX REQUISITION TOTALS	STUART C IRBY CO	2
6-411	4872	644073 PARTS	25741	137
6-411	4872	649173 SALES TAX REQUISITION TOTALS		406
6-411	4873	690073 PARTS	25664	6
6-411	4873	699173 SALES TAX REQUISITION TOTALS		412
6-411	4874	644073 SUPPLIES	25843 O'NEAL STEEL INC	6,734
6-411	4874	649173 SALES TAX REQUISITION TOTALS	O'NEAL STEEL INC	104
6-411	4875	644073 PARTS	25849	7,038
6-411	4875	649173 SALES TAX REQUISITION TOTALS		264
6-411	4876	644073 PARTS	25850 STUART C IRBY CO	16
6-411	4876	649173 SALES TAX REQUISITION TOTALS		202
6-411	4877	644073 PARTS	25853 MOTION INDUSTRIES INC.	103
6-411	4877	649173 SALES TAX REQUISITION TOTALS	MOTION INDUSTRIES INC.	7
6-411	4934	760070 LABOR REQUISITION TOTALS	93683 HCH ENGINEERING CO	110
6-411	4935	760073 LABOR REQUISITION TOTALS	93602 ROBERT R LIVELY JR & ASSOC	103
6-411	4943	644073 LABOR REQUISITION TOTALS	93654 SOUTHERN CONTR	7

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PROPERTY TAX BUREAU

PRESS PROJECT ANALYSIS
BC FINANCED COSTS

PERIOD ENDING 6/30/75

PROJECT REQ. NO. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
6-411 4968	644073 INSTALLATION	26130	10,571
6-411 4968	649173	RAMELEC	740
	REQUISITION TOTALS		11,311
6-411 4969	644073 INSTALLATION	26129	5,808
	REQUISITION TOTALS		5,808
6-411 4991	690073 LABOR & MATERIALS	26201	13,442
	REQUISITION TOTALS		13,442
6-411 4994	690073 LABOR & MATERIALS	26101	6,000
	REQUISITION TOTALS		6,000
6-411 4995	644073 LABOR & MATERIALS	26180	27,761
	REQUISITION TOTALS		27,761
6-411 4996	644073 LABOR & MATERIALS	26171	0
	REQUISITION TOTALS		0
6-411 4997	644073 LABOR & MATERIALS	26167	63,505
	REQUISITION TOTALS		63,505
6-411 4999	690073 EQUIPMENT	26033	0
6-411 4999	699173 SALES TAX		0
	REQUISITION TOTALS		0
6-411 5007	644073 PARTS	93659	2,756
6-411 5007	649173 SALES TAX		178
	REQUISITION TOTALS		2,934
6-411 5013	690073 EQUIPMENT		0
6-411 5013	699173 TAX		0
	REQUISITION TOTALS		0
6-411 5017	644073 LABOR & MATERIAL	93586	12,763
	REQUISITION TOTALS		12,763
6-411 5046	690073 SUPPLIES	26149	100
6-411 5046	699173 SALES TAX		7
	REQUISITION TOTALS		107
6-411 5047	690073 SUPPLIES	26143	101
6-411 5047	699173 TAX	26143	13
	REQUISITION TOTALS		114
6-411 5112	644073 LABOR & EQUIPMENT	26556	0
	REQUISITION TOTALS		0
6-411 5113	690073 PIPE	26279	580
6-411 5113	699173 SALES TAX		41
	REQUISITION TOTALS		621

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PROPERTY TAX BUREAU

PROJECT ANALYSIS
NOT FINANCED COSTS

PERIOD ENDING 6/30/95

PROJECT REQ. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
6-411 5114	690073 AIR CONDITIONER	IND PROCS CONTR	431
6-411 5114	699173 SALES TAX	IND PROCS CONTR	30
	REQUISITION TOTALS		461
6-411 5115	644073 SUPPLIES	25533 SPECIALTY SUP	0
6-411 5115	649173 SALES TAX	SPECIALTY SUP	0
	REQUISITION TOTALS		0
6-411 5116	640073 PARTS	24831 HONEYWELL INC	0
6-411 5116	649173 SALES TAX	HONEYWELL INC	0
	REQUISITION TOTALS		0
6-411 5117	644073 EQUIPMENT DALER	69403 THE AMERICAN BALER CO	17,451
6-411 5117	649173 SALES TAX	AMER BALER CO	0
	REQUISITION TOTALS		17,451
6-411 5118	644073 SCOPE MODULE	ELTROMAT ELEC	0,000
6-411 5118	649173 SALES TAX	ELTROMAT ELEC	120
	REQUISITION TOTALS		0,120
6-411 5119	690073 EQUIPMENT	26092 SE PRINTING SPECIALTIES AND	6,900
6-411 5119	699173 SALES TAX	SE PRINTING SPECIALTIES AND	104
	REQUISITION TOTALS		7,004
6-411 5120	644073 LOADMASTER	62404 THERMOGUARD EQ	0
6-411 5120	649173 SALES TAX	THERMOGUARD EQ	0
	REQUISITION TOTALS		0
6-411 5134	644073 PARTS	26031 STUART C IRBY CO	035
6-411 5134	649173 SALES TAX	STUART C IRBY CO	12
	REQUISITION TOTALS		047
6-411 5135	644073 LABOR&MATERIALS	25894	17,415
	REQUISITION TOTALS		17,415
6-411 5136	690073 EQUIPMENT PROJECTOR	25461	6,145
6-411 5136	699173 SALES TAX		430
	REQUISITION TOTALS		6,575
6-411 5174	760073 SERVICES	93904 HCM INC	0
	REQUISITION TOTALS		0
6-411 5178	644073 PARTS	93894 TOOL HOUSE	0
6-411 5178	649173 SALES TAX	TOOL HOUSE	0
	REQUISITION TOTALS		0
6-411 5192	644073 EQUIPMENT	25716 NELSON EQUIP	0
6-411 5192	649173 SALES TAX	NELSON EQUIP	0
	REQUISITION TOTALS		0
6-411 5194	640073 SUPPLIES	26036 ACE BOLT&SCREW	0

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PRESS PROJECT ANALYSIS
BOT FINANCED COSTS

PERIOD ENDING 6/30/95

PROJECT REQ. NO. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
6-411 8760	644073 GLUER	AIM	98,850
REQUISITION TOTALS			98,850
6-411 8785	644073 GLUER	AIM	25,000
REQUISITION TOTALS			25,000
PROJECT RECAP BOT FINANCED COST			9,400,160

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PRESS PROJECT ANALYSIS
BOT FINANCED COSTS
VENDOR

ENDING 6/30/95

JECT REQ. ACCT DESCRIPTION
NO. NO. NO.

EXPENDED

-411 0002 644073 ENERGY CHG
REQUISITION TOTALS

MISS POWER LGT

154
154

-411 0003 644073 ELEC PARTS
REQUISITION TOTALS

UNITED ELEC

23,527
23,527

-411 0004 644073 BOT X73-80351
REQUISITION TOTALS

GLENN MCCLENDON TRUCKING CO

76,077
76,077

-411 0005 644073 BOT X-7324768
REQUISITION TOTALS

HARRIS CONSTRU

32,000
32,000

-411 0006 644073 BOTINW11295
REQUISITION TOTALS

MULTIFOLD

78,880
78,880

-411 0007 644073 BOTINW 19703
REQUISITION TOTALS

HARRIS INDUSTR

23,470
23,470

-411 0008 644073 BOTINW 122808
REQUISITION TOTALS

CHRIS HAYNES

11,699
11,699

-411 0009 644073 BOT INW00116024PC
REQUISITION TOTALS

HONEYWELL

43,962
43,962

-411 0010 644073 BOT INW73-586616
REQUISITION TOTALS

HARRIS CONSTRU

118,139
118,139

-411 0011 644073 BOT 573813-00
REQUISITION TOTALS

ZERAND

44,023
44,023

-411 0012 644073 DEPOSIT TO ZERAND
REQUISITION TOTALS

RIUSA

22,012
22,012

-411 0014 644073 POX73-586616
REQUISITION TOTALS

HARRIS CONSTRU

13,765
13,765

-411 0015 644073 BOT
REQUISITION TOTALS

ZERAND

1,250,000
1,250,000

-411 0016 644073 BOT
REQUISITION TOTALS

MAINFOLAND

1,540,000
1,540,000

-411 0020 644073 BOT
REQUISITION TOTALS

WHEARY

32,846
32,846

-411 0021 644073 BOT
REQUISITION TOTALS

ENVIVO

15,054
15,054

-411 2060 644073 UNLOAD PRESS
REQUISITION TOTALS

T&D MACHINE

14,000
14,000

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PROJECT ANALYSIS NOT FINANCED COSTS

100 ENDING 6/30/95

PROJECT REQ. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
6-411 3539	644073 AIR BRAKES	23722 MOTION INDUSTRIES INC.	340
6-411 3539	649173 SALES TAX	MOTION INDUSTRIES INC.	5
REQUISITION TOTALS			345
6-411 3585	644073 PARTS	23968 INDUSTRIAL ELECTRONIC SUPPLY	1,279
6-411 3585	649173 SALES TAX	INDUSTRIAL ELECTRONIC SUPPLY	90
REQUISITION TOTALS			1,369
6-411 3586	644073 PARTS	23967 INDUSTRIAL ELECTRONIC SUPPLY	16,745
6-411 3586	649173 SALES TAX	INDUSTRIAL ELECTRONIC SUPPLY	1,172
REQUISITION TOTALS			17,917
6-411 3587	644073 SWITCH	23945 STUART C IRBY CO	212
6-411 3587	649173 SALES TAX	STUART C IRBY CO	14
REQUISITION TOTALS			226
6-411 3588	644073 PUNCH DRIVER SET	23936 STUART C IRBY CO	635
6-411 3588	649173 SALES TAX	STUART C IRBY CO	10
REQUISITION TOTALS			645
6-411 3589	644073 ELECTRIC SENSORS	23906 MOTION INDUSTRIES INC.	491
6-411 3589	649173 SALES TAX	MOTION INDUSTRIES INC.	8
REQUISITION TOTALS			499
6-411 3590	644073 AIR CYLINDER	23903 MOTION INDUSTRIES INC.	97
6-411 3590	649173 SALES TAX	MOTION INDUSTRIES INC.	2
REQUISITION TOTALS			99
6-411 3591	640073 MOTOR	23720 FLANNIGAN ELECTRIC CO INC	2,063
6-411 3591	649173 SALES TAX	FLANNIGAN ELECTRIC CO INC	31
REQUISITION TOTALS			2,094
6-411 3607	644073 FAW WHEEL STACKER	83710 ZERAND BERNAL	1,716,907
6-411 3607	649173 SALES TAX		0
REQUISITION TOTALS			1,716,907
6-411 3640	760073 ELECTRICAL SERVICE	24068 HCH ENGINEERING CO	6,957
REQUISITION TOTALS			6,957
6-411 3642	644073 PARTS	24013 DIXIE BEARINGS	198
6-411 3642	649173 SALES TAX	DIXIE BEARINGS	2
REQUISITION TOTALS			200
6-411 3643	644073 PARTS	24012 STUART C IRBY CO	930
6-411 3643	649173 SALES TAX	STUART C IRBY CO	65
REQUISITION TOTALS			995
6-411 3644	644073 SWITCH	24002 INDUSTRIAL ELECTRONIC SUPPLY	348

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PROPERTY TAX BUREAU

PRESS PROJECT ANALYSIS
BOT FINANCED COSTS

ENDING 6/30/95

PROJECT REQ. NO.	ACCT DESCRIPTION NO.	VENDOR	EXPENDED
5-411 3644	649173 SALES TAX	INDUSTRIAL ELECTRONIC SUPPLY	24
REQUISITION TOTALS			372
5-411 3645	644073 POTENTIOMETER	24001 INDUSTRIAL ELECTRONIC SUPPLY	107
5-411 3645	649173 SALES TAX	INDUSTRIAL ELECTRONIC SUPPLY	7
REQUISITION TOTALS			114
5-411 3646	644073 VALVES	23923 VALCO CINCINNATI	4,439
5-411 3646	649173 SALES TAX	VALCO CINCINNATI	65
REQUISITION TOTALS			4,504
5-411 3653	644073 CARTON PACKER	84212 MULTIFOLD INTERNATIONAL	143,000
5-411 3653	649173 SALES TAX	MULTIFOLD INTE	0
REQUISITION TOTALS			143,000
6-411 3684	644073 UTILITY COVERS	24101 STUART C IRBY CO	195
6-411 3684	649173 SALES TAX	STUART C IRBY CO	3
REQUISITION TOTALS			198
6-411 3685	644073 BUSHINGS	24036 STUART C IRBY CO	629
6-411 3685	649173 SALES TAX	STUART C IRBY CO	9
REQUISITION TOTALS			638
6-411 3686	644073 SWITCH	24061 STUART C IRBY CO	266
6-411 3686	649173 SALES TAX	STUART C IRBY CO	4
REQUISITION TOTALS			270
6-411 3687	644073 ENCODER	24065	1,310
6-411 3687	649173 SALES TAX		20
REQUISITION TOTALS			1,330
6-411 3688	644073 ELECTRIC PANELBOARD	24052	4,984
6-411 3688	649173 SALES TAX		348
REQUISITION TOTALS			5,332
6-411 3689	644073	24047 STUART C IRBY CO	116
6-411 3689	649173 SALES TAX	STUART C IRBY CO	2
REQUISITION TOTALS			118
6-411 3690	640073 KITS	24031 FLANNIGAN ELECTRIC CO INC	113
6-411 3690	649173 SALES TAX	FLANNIGAN ELECTRIC CO INC	2
REQUISITION TOTALS			115
6-411 3691	644073 CABLE	24023 FLANNIGAN ELECTRIC CO INC	124
6-411 3691	649173 SALES TAX	FLANNIGAN ELEC	2
REQUISITION TOTALS			126

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PRESS PROJECT ANALYSIS BOT FINANCED COSTS

ERICO ENDING 6/30/95

PROJECT REQ. ACCT DESCRIPTION
NO. NO. NO.
6-411 3692 640073 BELTS
6-411 3692 649173 SALES TAX
REQUISITION TOTALS
6-411 3697 644073 SWITCH
6-411 3697 649173 SALES TAX
REQUISITION TOTALS
6-411 3698 644073 PARTS
6-411 3698 649173 SALES TAX
REQUISITION TOTALS

VENDOR
24017 BELT WAREHOUSE INC.
BELT WAREHOUSE INC.
23872
23839 STUART C IRBY CO
STUART C IRBY CO

EXPENDED

46
1
47
296
20
316
15,110
222
15,332

6-411 3756 640073 BRAIDED WIRE
6-411 3756 649173 SALES TAX
REQUISITION TOTALS
6-411 3757 644073 PARTS
6-411 3757 649173 SALES TAX
REQUISITION TOTALS
6-411 3758 644073 SWITCH BREAKER
6-411 3758 649173 SALES TAX
REQUISITION TOTALS
6-411 3759 644073 VIBRATION HORII
6-411 3759 649173 SALES TAX
REQUISITION TOTALS
6-411 3760 640073 MODIFY COUPON PLACER
6-411 3760 649173 SALES TAX
REQUISITION TOTALS
6-411 3761 640073 POSITION VALVE
6-411 3761 649173 SALES TAX
REQUISITION TOTALS
6-411 3762 644073 INSTALL HEATERS
6-411 3762 649173 SALES TAX
REQUISITION TOTALS
6-411 3763 644073 SEALIGHT
6-411 3763 649173 SALES TAX
REQUISITION TOTALS
6-411 3764 690073 HEATER
6-411 3764 694173 SALES TAX
6-411 3764 699173 SALES TAX
REQUISITION TOTALS

24313 STUART C IRBY CO
STUART C IRBY CO
24281 ELLINGTON ELECTRONIC SUPPLY
ELLINGTON ELECTRONIC SUPPLY
24263 STUART C IRBY CO
STUART C IRBY CO
24253 INDUSTRIAL ELECTRONIC SUPPLY
INDUSTRIAL ELECTRONIC SUPPLY
24196 STUART C IRBY CO
STUART C IRBY CO
24195 WEAVER FLUID POWER INC
WEAVER FLUID POWER INC
24180 AIR CONTRACTORS INC
AIR CONTRACTORS INC
24171 FLANNIGAN ELECTRIC CO INC
FLANNIGAN ELECTRIC CO INC
24033 MOTION INDUSTRIES INC.
MOTION INDUST
MOTION INDUST

321
4
325
51
1
52
720
11
731
333
23
356
714
10
724
171
12
183
2,243
157
2,400
81
1
82
781
0
12
793

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PROPERTY TAX BUREAU

PRESS PROJECT ANALYSIS BOT FINANCED COSTS

ENDING 6/30/95

PROJECT NO.	REQ. NO.	ACCT NO.	DESCRIPTION	VENDOR	EXPENDED
6-411	3774	644073	WEB PRESS	24209	3,040,000
6-411	3774	649173	SALES TAX	MAN ROLAND	0
REQUISITION TOTALS					3,040,000
6-411	3806	640073		24321	23,967
6-411	3806	690073	COUPON PLACER	OUACHITAMACH	47,933
6-411	3806	699173	SALES TAX	OUACHITA MACHINE WORKS INC	1,079
REQUISITION TOTALS					72,979
6-411	3809	644073	CURVE PLATE	24061	22,145
6-411	3809	649173	SALES TAX	ZERAND	0
REQUISITION TOTALS					22,145
6-411	3874	690073			21,354
REQUISITION TOTALS					21,354
6-411	3878	644073	STRAIGHT LINE GLUER	24450	34,027
6-411	3878	649173	SALES TAX	GLENN MCCLENDON TRUCKING CO	0
REQUISITION TOTALS					34,027
6-411	3897	644073	POWERSUPPLY	24521	64
6-411	3897	649173	SALES TAX	INDUSTRIAL ELECTRONIC SUPPLY	4
REQUISITION TOTALS					68
6-411	3898	690073	COVERS	24506	592
6-411	3898	699173	SALES TAX	MORGAN CANVAS	41
REQUISITION TOTALS					633
6-411	3900	640073	PRESSURE SWITCH	24034	119
6-411	3900	649173	SALES TAX		8
REQUISITION TOTALS					127

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PROPERTY TAX BUREAU

PROJECT ANALYSIS
BOT FINANCED COSTS

ENDING 6/30/75

PROJECT REQ. ACCT DESCRIPTION
NO. NO. NO.
6-411 3905 644073 PROCESSOR
6-411 3905 649173 SALES TAX
REQUISITION TOTALS
6-411 3906 644073 MISC PIPING
6-411 3906 649173 SALES TAX
REQUISITION TOTALS
6-411 3926 690073 FURNITURE RENT
REQUISITION TOTALS

VENDOR
24522 STUART C IRBY CO
STUART C IRBY CO
24700 AIR CONTRACTIONS INC
AIR CONTRACTIONS INC
EUGENE ABBEY

EXPENDED
1,942
29
1,971
6,734
236
6,970
1,216
1,216

6-411 3937 690073 PARTS
6-411 3937 699173 SALES TAX
REQUISITION TOTALS

24560 POST MACHINERY COMPANY

3,295
45
3,340

6-411 3939 644073 PARTS
6-411 3939 649173 SALES TAX
REQUISITION TOTALS

24130

1,360
19
1,379

6-411 3940 644073 PARTS
6-411 3940 649173 SALES TAX
REQUISITION TOTALS

24112 INTERNATIONAL PAPER BOX MCH
INTERNATIONAL PAPER BOX MCH

0,190
122
8,312

6-411 3945 690073 PLANETA PRESS
6-411 3945 699173 SALES TAX
REQUISITION TOTALS

28124 T2D MACHINE

82,745
0
82,748

6-411 4020 750073 EDS APT
REQUISITION TOTALS

STORAGE BATTERY SYSTEMS INC

3,402
3,402

6-411 4043 644073 TUBING
6-411 4043 649173 TAX
REQUISITION TOTALS

24731 O'NEAL STEEL INC
24731 O'NEAL STEEL INC

1,282
90
1,372

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PROJECT NO.	REQ. NO.	ACCT DESCRIPTION	VENDOR	EXPENDED
5-411	4044	640073 CONSTRUCT HOIST SYSTEM	24779 AIR CONTRACTORS INC	6,156
5-411	4044	649173 TAX	24779 AIR CONTRACTORS INC	431
REQUISITION TOTALS				6,587
5-411	4045	644073 PLATE	24706 STEVENS SHEET METAL & IRON	50
5-411	4045	649173 TAX	24706 STEVENS SHEET METAL & IRON	1
REQUISITION TOTALS				51
6-411	4046	644073 SPACE KIT	24697 LAB SAFETY SUPPLY	2,024
6-411	4046	649173 TAX	24697 LAB SAFETY SUPPLY	42
REQUISITION TOTALS				2,066
6-411	4047	644073 AIR CYLINDER	24694	130
6-411	4047	649173 TAX	24694	9
REQUISITION TOTALS				139
6-411	4048	640073 MOTOR BRUSHES	24693 DREISILKER ELECTRIC MOTORS	164
6-411	4048	649173 TAX	24693 DREISILKER ELECTRIC MOTORS	6
REQUISITION TOTALS				170
6-411	4049	690073 PAINT CEILING	24678	15,000
REQUISITION TOTALS				15,000
6-411	4050	640073 MASTER LINK	24674	3,731
6-411	4050	649173 TAX	24674	56
REQUISITION TOTALS				3,787
6-411	4051	640073 PLATE	24629 O'NEAL STEEL INC	1,026
6-411	4051	649173 TAX	24629 O'NEAL STEEL INC	72
REQUISITION TOTALS				1,098
6-411	4053	644073 ROLLER CONVEYOR	24518 SAIA MOTOR FREIGHT LINE	4,908
6-411	4053	649173 TAX	24518 NELSON EQUIPMENT CO INC	72
REQUISITION TOTALS				4,980
6-411	4054	640073 PARTS	24148	1,696
6-411	4054	649173 TAX	24148	25
REQUISITION TOTALS				1,721
6-411	4059	644073 LOADMASTER	88364	30,393
6-411	4059	649173 TAX	88364 THERMOGUARD	0
REQUISITION TOTALS				30,393
6-411	4101	690073 LABOW-EXHAUST SYSTEM	24947	2,767
REQUISITION TOTALS				2,767
6-411	4103	690073 RENTAL 90' CRANE	24875	0
6-411	4103	699173 SALES TAX	24875	0
REQUISITION TOTALS				0
6-411	4104	690073 ANGLES	24825	288
6-411	4104	699173 SALES TAX	24825	20
REQUISITION TOTALS				308
6-411	4105	640073 SUPPLIES	24703	499

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PROPERTY TAX BUREAU

PROJECT ANALYSIS
 FINANCED COSTS

ENDING 6/30/95

PROJECT NO.	REQ. NO.	ACCT NO.	DESCRIPTION	VENDOR	EXPENDED
6-411	4105	649173	SALES TAX		35
			REQUISITION TOTALS		534
6-411	4106	644073	AIR CYLINDER	24694	518
6-411	4106	649173	SALES TAX		36
			REQUISITION TOTALS		554
6-411	4107	640073	MOTOR BRUSHES	24653	1,391
6-411	4107	649173	SALES TAX		20
			REQUISITION TOTALS		1,401
6-411	4111	644073	KITS	24697	249
6-411	4111	649173	SALES TAX		3
			REQUISITION TOTALS		252
6-411	4112	640073	MOTOR BUSHES	24760	281
6-411	4112	649173	SALES TAX		4
			REQUISITION TOTALS		285
6-411	4125	644073	INSTALL AIRLINE	25040	1,004
6-411	4125	649173	SALES TAX		70
			REQUISITION TOTALS		1,074
6-411	4126	640073	INSTALL DUCTS	24956	7,347
6-411	4126	649173	SALES TAX		514
			REQUISITION TOTALS		7,861
6-411	4127	640073	INSTALL AIRLINE	24955	10,776
6-411	4127	649173	SALES TAX		754
			REQUISITION TOTALS		11,530
6-411	4162	644075	FAB SHIM PLATES	84833	0
			REQUISITION TOTALS		0
6-411	4173	644070	POWER TECHNOLOGY SYSTEM	MCCOMBER COMM	0
6-411	4173	649170	SALES TAX	MCCOMBER COMM	0
			REQUISITION TOTALS		0
6-411	4176	644073	CHASE ASSEMBLY	ZERAND BERNAL	0
6-411	4176	649173	SALES TAX	ZERAND BERNAL	0
			REQUISITION TOTALS		0
6-411	4177	644070	CHASE ASSEMBLY	ZERAND BERNAL	0
6-411	4177	649170	SALES TAX	ZERAND BERNAL	0
			REQUISITION TOTALS		0

6-411 4203 644073 INSTALLATION
 REQUISITION TOTALS

24696

2,389
 2,389

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PROPERTY TAX BUREAU

PRESS PROJECT ANALYSIS
BOT F ANCED COSTS

ENDING 6/30/95

PROJECT REQ. NO.	ACCT NO.	DESCRIPTION	VENDOR	EXPENDED
6-411 4209	644073	SPLICE PLATES	66603 MURCO INC	10,236
6-411 4209	649173	SALES TAX	MURCO INC	154
REQUISITION TOTALS				10,390
6-411 4215	640073	INSTALL RAMP	66649	11,691
REQUISITION TOTALS				11,691
6-411 4216	640073	INSTALLATION	66616 HARRIS CONTRAC	0
REQUISITION TOTALS				0
6-411 4236	640073	BEARINGS	24991 DIXIE BEARINGS	1,171
6-411 4236	649173	SALES TAX	DIXIE BEARINGS	18
REQUISITION TOTALS				1,189
6-411 4237	640073	BEARING	24934 MISSISSIPPI BEARINGS INC	174
6-411 4237	649173	SALES TAX	MISSISSIPPI BEARINGS INC	3
REQUISITION TOTALS				177
6-411 4238	640073	CLUTCH	24981	0,668
6-411 4238	649173	SALES TAX		129
REQUISITION TOTALS				6,797
6-411 4239	644073	ELECTRICAL REPAIRS	24974	6,829
REQUISITION TOTALS				6,829
6-411 4240	640073	SKID	24900 POST MACHINERY COMPANY	906
6-411 4240	649173	SALES TAX	POST MACHINERY COMPANY	13
REQUISITION TOTALS				919
6-411 4241	644073	TUBE FIXTURE	24712 SEFCO ELECTRIC SUPPLY CO INC	1,620
6-411 4241	649173	SALES TAX	SEFCO ELECTRIC SUPPLY CO INC	24
REQUISITION TOTALS				1,644
6-411 4242	644073	SPACE KIT	24697 LAB SAFETY SUPPLY	2,824
6-411 4242	649173	SALES TAX	LAB SAFETY SUPPLY	42
REQUISITION TOTALS				2,866
6-411 4302	760073	INSTALLATION	66892 HONEY WELL	0
REQUISITION TOTALS				0
6-411 4303	644073	INSTALLATION	66091	20,052
REQUISITION TOTALS				20,052
6-411 4359	644073	PART	25181 STUART C IRBY CO	181
6-411 4359	649173	SALES TAX	STUART C IRBY CO	3
REQUISITION TOTALS				184
6-411 4361	690073	PARTS	25121 O'NEAL STEEL INC	1,281
6-411 4361	699173	SALES TAX	O'NEAL STEEL INC	90
REQUISITION TOTALS				1,371

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PROPERTY TAX BUREAU

EXHIBIT "B"

BTM CAPITAL CORPORATION

AND

RIVERWOOD INTERNATIONAL CORPORATION

True value of property and cost leased from BTM Capital Corporation and added to the Clinton, Mississippi Plant of Riverwood for Phase One Additions completed June 30, 1995:

Total Cost \$9,400,160

True Value \$6,876,217

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PROPERTY TAX BUREAU

Board Meeting Date: January 2, 200

Agenda Item No. 13**Consent Agenda: \$11,500.00** To: Weed Pro, L.L.C.

For: Contract renewal for herbicide application of vegetation in drainage ditch and other areas

Acct: 001-215-597

Discussion/Action: Contract was approved for year 2000 with an additional 2-year option.**Introduced by:** Tim Rogers, Director of Public Works **Telephone:** 924-2239

Exhibits for Review:

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

Recommendation:

Board Action:**Motion made by:** _____**Seconded by:** _____**Vote Cast:****"AYE"****"NAY"****Action Taken:**

Brabham	_____	_____	_____
Hisaw	_____	_____	_____
DePriest	_____	_____	_____
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.



WEED PRO, L.L.C.
QUALITY WEED CONTROL

Mr. Tim Rogers
City of Clinton
P.O. Box 54195
Clinton, Ms.

Re: Renewal of Spraying
Contact

Dear Mr. Rogers:

Weed Pro, LLC is pleased to submit the following renewal to provide contract spraying services to the City of Clinton, Ms for the year 2001 growing season.

We will provide all required insurance, licensing, personnel, and equipment to treat all undesirable vegetation.

The areas to be treated include various drainage ditches in the City of Clinton, Ms. that are highlighted on your 2000 map. This does not include any additions treated in 2000.

We submit a three application quote of \$11,500.00. Additional areas may be added at the rate of .01 per square foot.

Applications shall be made in April, June and August to maximize the control of the unwanted vegetation.

Thank you for the opportunity to submit this renewal.

Respectfully,
Weed Pro, LLC

David E. Hanson

Signature _____ Date _____ P.O. Number _____



BOARD APPROVED

WEED PRO, L.L.C.

QUALITY WEED CONTROL

RECEIVED

JAN 28 2000

CITY OF CLINTON
DEPT. OF PUBLIC WORKS

Mr. Tim Rogers
City of Clinton
P.O. Box 54195
Clinton, Ms.

Re: Professional Service
Quote for Ditch Spraying

Dear Mr. Rogers:

Weed Pro, LLC is pleased to submit the following proposal to provide contract drainage spraying services to the City of Clinton, Ms for the year 2000 growing season.

We will provide all required insurance, licensing, personnel, and equipment to selectively treat the undesirable vegetation in your drainage ditches. Please be informed that no bermuda grass will be killed so as to prevent any possible erosion.

The areas to be treated include various drainage ditches in the City of Clinton, Ms. that are highlighted on your 1999 map.

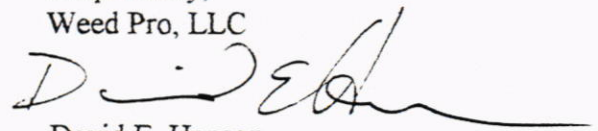
We submit a three application quote of \$11,500.00. Additional areas may be added at the rate of .01 per square foot.

Applications shall be made in April, June and August to maximize the control of the unwanted vegetation.

The City of Clinton may renew this contract for the years 2001 and 2002 at no additional price increase unless additions are requested.

Thank you for the opportunity to submit this quote.

Respectfully,
Weed Pro, LLC



David E. Hanson

COPY**Contract For Services**

Agreement made this 25th day of Mar, 2000, by and between Weed Pro, LLC, a Louisiana Limited Liability Corporation, whose address is 109 Cedarbrook, Monroe, Louisiana 71203 "the Contractor" and the City of Clinton, Mississippi whose address is P.O. Box 156 Clinton, Mississippi 39060 ("the Company").

Agreement

Now, therefore, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services to be performed.** During the term hereof, as hereinafter defined, the Contractor shall control all vegetation (except bermuda grass) in approximately 40 acres of drainage channels with 3 spraying applications. The first application shall be made in April, the second application made in the month of June and the third application made in the month of August; dependent upon weather conditions. Applications shall be made by custom hand gun treatments with truck-mounted spray equipment or backpack sprayers.
2. **Term.** This Agreement shall terminate on September 30, 2000 unless extended by written agreement of the parties.
3. **Contract Amount: Payment.** Contract amounts shall be agreed upon as:
Drainage Spraying - 3 (three) applications at \$3,833.33 per application. The total Contract amount for all services for 2000 without additions shall total \$11,499.00. Additional drainage areas may be added at the rate of \$.01 per square foot per application. Additional streets may be added at the rate of \$199.00 per mile per application. Upon satisfactory completion of the services specified above, the Company shall pay the Contractor based upon Contractor's invoice. No payment shall be made for areas which the herbicides are ineffective and additional treatments shall be performed by the Contractor at the Contractor's cost until effectiveness is achieved.
4. **Compliance with Laws.** The Contractor maintains that it is in the business of providing the services described above and that it currently holds valid licenses or permits necessary for the conduct of its business.
5. **Insurance.** The Contractor currently holds and shall maintain the following insurance:

General Liability:	\$2,000,000
Workmen's Compensation:	\$1,000,000
Automobile Liability:	\$1,000,000

6. **Safety.** The Contractor shall be responsible for maintaining safety at and around the worksite, and shall provide adequate precautions when performing services on City or State roads.

7. **Governing Law.** This Agreement shall be construed in accordance with the laws, statutes and regulations of the State of Mississippi.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

By: *David E. Hanson*
Name: DAVID E HANSON
Title: PRESIDENT

Weed Pro, LLC
Witness: *Deanna Hanson*

109 Cedarbrook
Monroe, Louisiana 71203

COPY

Rosemary G. Aultman
Name: ROSEMARY AULTMAN
Title: MAYOR

City of Clinton
Witness: *Nelson Byrd*

P.O. Box 156
Clinton, Mississippi 39060

CITY OF CLINTON AGENDA ITEM FACT SHEETBOARD MEETING DATE: Jan. 2, 2001AGENDA ITEM NO. 14

CONSENT AGENDA : \$	TO:
FOR:	
Circle : Low Quote, Sole Source, Emergency, etc. if applicable. ACCT. NO.	

DISCUSSION/ACTION:	Approval of Professional Services Agreement between		
	City of Clinton and Williford, Gearhart & Knight, Inc. for Planning & Design of		
	New Frontage Road		
INTRODUCED BY:	R. L. Broome	TELEPHONE:	924-5462

EXHIBITS FOR REVIEW:

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

RECOMMENDATION:

BOARD ACTION: _____

MOTION MADE BY: _____

SECONDED BY: _____

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

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

PROFESSIONAL SERVICES AGREEMENT
by and between
CITY OF CLINTON, MISSISSIPPI
and
WILLIFORD, GEARHART & KNIGHT, INC.
for
PLANNING AND DESIGN OF FRONTAGE ROAD CONNECTING
U. S. HIGHWAY 80 AND SPRINGRIDGE ROAD

This is an Agreement made this the _____ day of January, 2001, by and between the City of Clinton, Mississippi, 300 Jefferson Street, Clinton, Mississippi 39056 (Owner) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39060 (Engineer).

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

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

SECTION 1 - ENGINEER'S RESPONSIBILITIES

- 1.1 The Engineer shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the Owner;
- 1.2 The Engineer shall consult with the Owner to establish the Owner's requirements for the professional services identified by the Owner;
- 1.3 The Engineer shall advise the Owner regarding the need for the Owner to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the Owner, and to assist the Owner in securing such special services;
- 1.4 Phase I - Planning and Preliminary Design - The Engineer shall furnish the professional services required by the Owner for the preparation of the planning and preliminary design elements outlined in the attached Phase I - Scope of Work. In general, the Engineer will provide to the Owner the proposed route alignment of a new frontage/loop road to connect U. S. Highway 80 and Springridge Road/Broadway Street. The work product submitted as the final report will include a proposed route alignment; preliminary design of major hydraulic structures required for channel crossings; initial contact with applicable regulatory

**PROFESSIONAL SERVICES AGREEMENT
CITY OF CLINTON, MISSISSIPPI - WGK
Page 2**

agencies (Army Corps of Engineers; MSDEQ, etc.) regarding the proposed improvements; limited geotechnical/subsurface soils investigation; anticipated traffic volume based on traffic counts and future conditions, forecasts and analyses; anticipated probable project construction costs; and alternatives for funding the proposed improvements. In addition, the engineer will assist, as needed, in the production of maps and other documents required if the owner determines that a comprehensive rezoning of the affected properties is required.

- 1.5 Phase II – Final Design and Construction Administration – The services for Phase II, Final Design and Construction Administration, for the frontage/loop road to connect U. S. Highway 80 and Springridge Road/Broadway Street shall be further defined upon completion of the Phase I work effort.
- 1.6 The Engineer shall provide the professional services for Phase I relative to this Agreement in accordance with the Scope of Work attached hereto, which shall be and become a part of this Agreement.
- 1.7 The Owner and Engineer shall prepare, upon completion of the Phase I work effort, a detailed Scope of Work outlining the services to be provided under Phase II, Final Design and Construction Administration. The Engineer shall provide the professional services for this phase based on the Phase II Scope of Work, which shall also be and become a part of this Agreement.

SECTION 2 - OWNER'S RESPONSIBILITIES

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

SECTION 3 - PERIOD OF SERVICE

- 3.1 The professional services authorized by this Agreement shall be performed in accordance with this Agreement during calendar year 2001;
- 3.2 Any professional services performed after calendar year 2001 shall be provided in accordance with an amendment to this Agreement setting forth such new conditions,

PROFESSIONAL SERVICES AGREEMENT
CITY OF CLINTON, MISSISSIPPI - WGK
Page 3

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

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

SECTION 4 - COMPENSATION TO THE ENGINEER

- 4.1 The Engineer shall provide the professional services defined by the Phase I Scope of Work attached hereto on an hourly basis with a cost not to exceed \$75,000. Reimbursables such as printing will be billed at cost and mileage will be billed at \$0.30 per mile. The hourly rates for Williford, Gearhart & Knight, Inc. (Engineer) and its subconsultants (Skipper Consulting, Inc., Christopher B. Hoffman, Landscape Architect, and GeoScience Engineers) are attached.
- 4.2 The Engineer shall provide the professional services for Phase II, Final Design and Construction Administration, based on a negotiated lump sum cost. The lump sum cost shall be derived based on the Phase II Scope of Work for Final Design and Construction Administration.
- 4.3 The Engineer shall provide additional professional services as may be authorized by the Owner in writing, prior to the work being performed, on an hourly basis in accordance with the standard hourly billing rates of the Engineer, a copy of which is attached hereto for calendar year 2001;
- 4.4 The Engineer shall notify the Owner of the lump sum price and/or standard hourly billing rates that shall apply to the services rendered under this Agreement no less than annually after calendar year 2001, if the services authorized herein extend beyond the end of the calendar year;
- 4.5 The Owner shall compensate the Engineer for the professional services authorized by this Agreement in accordance with the specified hourly rates, and shall invoice for all direct reimbursable expenses incurred, including printing, postage, mileage and the like, at cost;
- 4.6 The Engineer shall submit monthly invoices for the professional services rendered in accordance with the hourly rates specified;
- 4.7 The Owner shall make prompt monthly payments to the Engineer for the services rendered;
- 4.8 The Engineer's hourly rates are provided on the basis of prompt payment by the Owner of invoices rendered, and continuous progress on the work by the Engineer until submission of

**PROFESSIONAL SERVICES AGREEMENT
CITY OF CLINTON, MISSISSIPPI - WGK
Page 4**

the work product; and

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

SECTION 5 - COST CONTROL

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

SECTION 6 - GENERAL CONSIDERATIONS

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

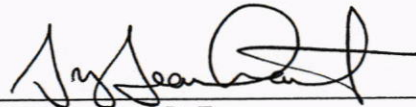
either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, Engineer will be paid for all professional services rendered and for all reimbursable expenses incurred to the date of termination and, in addition, all professional and reimbursable expenses directly attributable to termination;

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Clinton, Mississippi

WILLIFORD, GEARHART & KNIGHT, INC.



Greg Gearhart, P. E.
Principal

ATTEST:

ATTEST:



Ann Burton
Business Manager

Standard Hourly Billing Rates
Calendar 2001

WILLIFORD, GEARHART & KNIGHT, INC.

Principal	\$95
Project Manager	\$85
Project Engineer	\$75
Engineer	\$70
Project Surveyor	\$65
Surveyor	\$65
Surveying Assistant	\$60
Designer	\$55
Technician	\$45
Computer Aided Design (CAD)	\$15
Clerical	\$25
Construction Review	\$50
Survey Party (Two men)	\$80
Survey Party (Three men)	\$95
Survey Party (Four men)	\$110

SKIPPER CONSULTING, INC.

Principal	\$123
Senior Traffic Engineer	\$84

Transportation Planner	\$78
Traffic Engineer	\$74
Technician/CADD	\$55
Clerical	\$28

CHRISTOPHER B. HOFFMAN, LANDSCAPE ARCHITECT

Landscape Architect	\$85
---------------------	------

GEOSCIENCE ENGINEERING

See attached Fee Schedules (A through C)

FEE SCHEDULE A FIELD EXPLORATION

Effective June 1, 2000

MOBILIZATION and SUBSISTENCE

Mobilization (Rig and Support Equipment)	\$ 3.75/mi
Local Mobilization (Within 25 Miles of Office)	\$100.00/ea
Crew Travel Time	\$1.95/mi
Subsistence Allowance for 3-Man Crew	\$175.00/day
Subsistence Allowance for 2-Man Crew	\$125.00/day

SOIL BORING ADVANCEMENT and ABANDONMENT (Auger or Rotary Wash)

0 ft to 50 ft Depth Range	\$10.25/ft
50 ft to 75 ft Depth Range	\$11.75/ft
75 ft to 100 ft Depth Range	\$12.75/ft
Below 100 ft Depth Range	Negotiated
Grouting Boring (4-in. diameter boring)	\$ 3.50/ft
(6-in. diameter boring)	\$ 6.50/ft

SOIL SAMPLING

<i>0 ft to 50 ft Depth Range</i>	
Undisturbed or Split Spoon	\$16.50/ea
Disturbed or Auger	\$ 5.75/ea
<i>50 ft to 75 ft Depth Range</i>	
Undisturbed or Split Spoon	\$17.75/ea
Disturbed or Auger	\$ 7.75/ea
<i>75 ft to 100 ft Depth Range</i>	
Undisturbed or Split Spoon	\$19.25/ea
Disturbed or Auger	\$ 9.25/ea
Below 100 ft Depth Range	Negotiated

HAND AUGER BORINGS

0 ft to 6 ft Depth Range	\$19.50/ft
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RENTAL RATES and MATERIALS

PID Rental	\$75.00/day
Steam Cleaner Rental	\$75.00/day
Well Materials	Cost + 15%
Equipment Rental (Dozer, Coring Machine, etc.)	Cost + 15%

HOURLY RATES (Drilling, Sampling and Well Construction)

Active Drilling Time (3 man crew)	\$165.00/hr
Active Drilling Time (2 man crew)	\$135.00/hr
Difficult Access/Decontamination (3 man crew)	\$135.00/hr
Difficult Access/Decontamination (2 man crew)	\$110.00/hr
Standby and General Labor (3 man crew)	\$120.00/hr
Standby and General Labor (2 man crew)	\$85.00/hr

FEE SCHEDULE B LABORATORY TESTING

Effective June 1, 2000

SHEAR STRENGTH TESTS

Standard Unconfined Compression Test	\$33.00/ea
Unconsolidated, Undrained Triaxial Compression Test	\$55.00/ea
Consolidated, Undrained Triaxial Compression Test, with Pore Pressure Measurement	\$350.00/ea
Consolidated, Drained Triaxial Compression Test	Negotiated
Cyclic Loading on Any of the Above	Negotiated
Stress-Strain curves on Any of the Above	\$30.00/ea

CLASSIFICATION TESTS

Atterberg Limit Determination	\$39.50/ea
Three-Point Atterberg Limit Determination	\$65.00/ea
Particle Size Analysis (2 in. through No. 200 Sieve)	\$44.00/ea
Particle Size Analysis (0.25 in. through No. 200 Sieve)	\$40.00/ea
Particle Size Analysis (with Hydrometer)	\$85.00/ea
Particle Size Analysis (No. 200 Wash)	\$32.00/ea

CONSOLIDATION AND SWELL TESTS

Standard Consolidation Test (7 Load Increments)	\$275.00/ea
Consolidation Test, with Hysteresis Loop	\$300.00/ea
Swelling Potential Tests:	
Swell Pressure Only	\$165.00/ea
Volumetric Swell Only	\$165.00/ea
Combined Pressure and Volumetric	\$255.00/ea

PERMEABILITY TESTS

Permeability Test (Water Only):	
Triaxial Permeability	\$315.00/ea
Fixed-Wall Permeability	\$155.00/ea
Constant Head Permeability	\$165.00/ea

EARTHWORK TESTS

Compaction Test* (For Soils with Liquid Limit < 50)	\$145.00/ea
Compaction Test* (For Soils with Liquid Limit > 50)	\$160.00/ea
Minimum and Maximum Density (Relative)	\$135.00/ea
CBR (Set of Three Cylinders) with Plots	\$205.00/ea
Lime Percentage Determination (pH Method)	\$80.00/ea
Sample Preparation for Other Tests (Remolding, Compaction)	\$50.00/ea

*Note: * Standard or Modified Proctor Effort*

MISCELLANEOUS TESTS

Shrinkage Limit Determination	\$60.00/ea
Separate Moisture Content with Visual Classification	\$6.50/ea
Separate Unit Weight Determination	\$19.00/ea
Specific Gravity Determination	\$85.00/ea
pH Determination	\$16.00/ea

FEE SCHEDULE B - Continued LABORATORY TESTING SERVICES

Effective June 1, 2000

GEOSYNTHETICS TESTING

Geomembrane Tests:

Destructive Seam Testing	\$57.00/set
<i>Includes 5 shear/5 peel replicates for extrusion weld & 5 shear/10 peel for fusion weld</i>	
Tensile Test (ASTM 638 or 882) Set of 5	\$78.00/set
Tearing Resistance (ASTM D 1004) Set of 10	\$60.00/set
Puncture Resistance (ASTM D 4833) Set of 15	\$55.00/set
Thickness (ASTM D 374)	\$10.25/ea
Carbon Black Content (ASTM D 1603)	\$55.00/ea
Density (ASTM D 1505)	\$24.00/ea
Dimensional Stability (ASTM D 1204)	\$45.00/ea
Environmental Stress Crack (ASTM D 1693)	\$125.00/ea
Melt Flow Index (ASTM D 1238 Cond. E)	\$60.00/ea
Low Temperature Brittleness (ASTM D 746b)	\$125.00/ea
Friction Angle with Soil	Negotiated

Geotextile Tests:

Mass Per Unit Area (Set of 5)	\$15.00/set
Thickness (ASTM D 1777)	\$10.25/ea
Grab Strength (ASTM D 4632/D 1682) Set of 20 (10 in each direction)	\$90.00/set
Puncture Resistance (ASTM D 3787/D 4833) Set of 15	\$55.00/set
Permittivity (ASTM D 4491)	\$120.00/set
Apparent Opening Size (ASTM D 4751/CW-02215)	\$135.00/set
Friction Angle with Soil	Negotiated

CONCRETE and ASPHALT

Concrete Tests:

Concrete Cylinder Cured and/or Broken for Compressive Strengths	\$9.75/ea
Cylinder Storage (not to be tested)	\$6.75/ea
Making Concrete Cylinders (on-site)	No Charge
Slump Test (on-site)	No Charge
Concrete Mix Design	Upon Request

Asphalt Tests:

Asphalt Extraction and Gradation Tests	Upon Request
Marshall Stability	Upon Request

FEE SCHEDULE C ENGINEERING AND TECHNICAL SERVICES

Effective June 1, 2000

PERSONNEL

Principal Engineer	\$102.00/hr
Senior Engineer/Geologist	\$90.00/hr
Project Engineer/Geologist	\$80.00/hr
Associate Engineer/Geologist	\$70.00/hr
Computer Systems Analyst	\$90.00/hr
Engineering Aide	\$40.00/hr
Technical Report Typing	\$35.00/hr
Drafting Services	\$42.00/hr

Note: The personnel rates listed above include all normally used equipment including personal computers and computer software that are routinely utilized for engineering analyses and report production. An overtime rate for engineers or geologists will not normally be charged. For other office personnel, the hourly rate for work in excess of 8 hours per day or 40 hours per week will be increased by 35 percent.

Supervising Engineering Technician	\$65.00/hr
Senior Engineering Technician	\$46.00/hr
Project Engineering Technician	\$39.00/hr
Associate Engineering Technician	\$34.00/hr

Note: The engineering technician rates include all normally utilized equipment required to perform services in the field. Such equipment includes: pick-up truck, nuclear soil moisture/density gauge, and concrete testing equipment. Rates do not include specialized equipment or costs associated with expendable supplies. The rates for engineering technicians will be increased by 35 percent for any work in excess of 8 hours per day or 40 hours per week.

EXPENSES

Computer Services	Cost + 15%
Mileage	\$0.40/mi
Expenses	Cost + 15%
Overnight Per Diem	\$70.00/night or Cost
Photocopy Cost (Reports)	\$0.12/page
Facsimile Transmission	\$2.00/page
Document Imaging	\$0.35/page
Report Reproduction (including Printing and Regular Mailing)	\$0.35/page
Daily Charge for Pickup Truck	\$40.00/day
Daily Charge for Nuclear Gauge	\$18.00/day

**PHASE I - SCOPE OF WORK
CITY OF CLINTON, MISSISSIPPI
ENGINEERING SERVICES
FOR
PROPOSED "LOOP" ROAD CONNECTING
U.S. HIGHWAY 80 AND SPRINGRIDGE ROAD**

The following information outlines the engineering services required to assist the City of Clinton, MS in determining the most economically feasible alignment for a new "loop" road to connect U.S. Highway 80 and Springridge Road. The eastern-most terminus will be at the Masonic Drive Extension currently being constructed just east of the new WalMart Supercenter. The western-most terminus will likely be located just east of the intersection of Broadway Street and Springridge Road. It is anticipated that the route ultimately chosen will follow an alignment that will encourage commercial development with high visibility from Interstate 20. The road will also provide a more direct access to Interstate 20 and U.S. Highway 80. The consulting engineering firm chosen shall assist the City in all aspects of the planning and preliminary design of the proposed roadway improvements, including the following:

◆ **Route Location**

The consultant will provide a minimum of three (3) different alignments for consideration. These alignments will be analyzed and considered based on the anticipated usage of the roadway; existing topography and subsurface soil conditions; property owner desires and anticipated uses, etc. The consultant shall also analyze and recommend points along the chosen route whereby interior accesses should be provided from the new roadway to the city's current street system. The consultant shall include preliminary geotechnical investigations necessary to determine the most feasible route.

◆ **Property Ownership**

The consultant will assist the City in meeting with the existing landowners of property within the alignments chosen for consideration. It is anticipated that many of the property owners have existing site plans or ideas for uses of their properties whereby the construction of the roadway improvements will enhance the land values. The engineer will facilitate and accommodate, where technically and feasibly possible, the desires of the property owners in the design of the roadway system(s).

◆ **Property Rezoning**

The consultant shall provide assistance to the City with a comprehensive rezoning of the affected properties, if the City so deems it necessary to rezone the properties. The consultant shall assist in the preparation of maps and other documents needed to facilitate the rezoning if same is necessary.

◆ Traffic Generation Studies

The consultant will provide anticipated traffic generation studies based on the existing and projected land uses and existing property owners' site plans. The numbers/figures derived from these studies will be used in the final design of the roadway for justification of traffic improvements and future master planning by the City. These studies will be generated based on currently accepted Institute of Transportation Engineers analyses as well as available existing traffic counts and/or studies.

◆ Financing Options

The consultant shall provide preliminary opinions of probable project costs for each of the three (3) alignments analyzed. These costs shall include estimated costs for the design and construction of the proposed improvements. In addition, the consultant shall assist the City in determining the most desirable option for funding the proposed improvements. Among the options considered: 1) Tax Increment Financing; 2) Community Development Block Grants; 3) Capital Improvements Loans; 4) Property Assessments; etc. The consultant shall assist the City in meeting with and providing information to financial consultants, state agencies, etc, with regards to funding of the project.

PROFESSIONAL SERVICES AGREEMENT
by and between
CITY OF CLINTON, MISSISSIPPI
and
WILLIFORD, GEARHART & KNIGHT, INC.
for
PLANNING AND DESIGN OF FRONTAGE ROAD CONNECTING
U. S. HIGHWAY 80 AND SPRINGRIDGE ROAD

This is an Agreement made this the 5th day of January, 2001, by and between the City of Clinton, Mississippi, 300 Jefferson Street, Clinton, Mississippi 39056 (Owner) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39060 (Engineer).

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

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

SECTION 1 - ENGINEER'S RESPONSIBILITIES

- 1.1 The Engineer shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the Owner;
- 1.2 The Engineer shall consult with the Owner to establish the Owner's requirements for the professional services identified by the Owner;
- 1.3 The Engineer shall advise the Owner regarding the need for the Owner to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the Owner, and to assist the Owner in securing such special services;
- 1.4 Phase I - Planning and Preliminary Design - The Engineer shall furnish the professional services required by the Owner for the preparation of the planning and preliminary design elements outlined in the attached Phase I - Scope of Work. In general, the Engineer will provide to the Owner the proposed route alignment of a new frontage/loop road to connect U. S. Highway 80 and Springridge Road/Broadway Street. The work product submitted as the final report will include a proposed route alignment; preliminary design of major hydraulic structures required for channel crossings; initial contact with applicable regulatory

PROFESSIONAL SERVICES AGREEMENT
CITY OF CLINTON, MISSISSIPPI - WGK
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agencies (Army Corps of Engineers; MSDEQ, etc.) regarding the proposed improvements; limited geotechnical/subsurface soils investigation; anticipated traffic volume based on traffic counts and future conditions, forecasts and analyses; anticipated probable project construction costs; and alternatives for funding the proposed improvements. In addition, the engineer will assist, as needed, in the production of maps and other documents required if the owner determines that a comprehensive rezoning of the affected properties is required.

- 1.5 Phase II – Final Design and Construction Administration – The services for Phase II, Final Design and Construction Administration, for the frontage/loop road to connect U. S. Highway 80 and Springridge Road/Broadway Street shall be further defined upon completion of the Phase I work effort.
- 1.6 The Engineer shall provide the professional services for Phase I relative to this Agreement in accordance with the Scope of Work attached hereto, which shall be and become a part of this Agreement.
- 1.7 The Owner and Engineer shall prepare, upon completion of the Phase I work effort, a detailed Scope of Work outlining the services to be provided under Phase II, Final Design and Construction Administration. The Engineer shall provide the professional services for this phase based on the Phase II Scope of Work, which shall also be and become a part of this Agreement.

SECTION 2 - OWNER'S RESPONSIBILITIES

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

SECTION 3 - PERIOD OF SERVICE

- 3.1 The professional services authorized by this Agreement shall be performed in accordance with this Agreement during calendar year 2001;
- 3.2 Any professional services performed after calendar year 2001 shall be provided in accordance with an amendment to this Agreement setting forth such new conditions,

PROFESSIONAL SERVICES AGREEMENT
CITY OF CLINTON, MISSISSIPPI - WGK
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responsibilities, duties and hourly rates as may be mutually agreed upon between the Owner and Engineer; and

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

SECTION 4 - COMPENSATION TO THE ENGINEER

- 4.1 The Engineer shall provide the professional services defined by the Phase I Scope of Work attached hereto on an hourly basis with a cost not to exceed \$75,000. Reimbursables such as printing will be billed at cost and mileage will be billed at \$0.30 per mile. The hourly rates for Williford, Gearhart & Knight, Inc. (Engineer) and its subconsultants (Skipper Consulting, Inc., Christopher B. Hoffman, Landscape Architect, and GeoScience Engineers) are attached.
- 4.2 The Engineer shall provide the professional services for Phase II, Final Design and Construction Administration, based on a negotiated lump sum cost. The lump sum cost shall be derived based on the Phase II Scope of Work for Final Design and Construction Administration.
- 4.3 The Engineer shall provide additional professional services as may be authorized by the Owner in writing, prior to the work being performed, on an hourly basis in accordance with the standard hourly billing rates of the Engineer, a copy of which is attached hereto for calendar year 2001;
- 4.4 The Engineer shall notify the Owner of the lump sum price and/or standard hourly billing rates that shall apply to the services rendered under this Agreement no less than annually after calendar year 2001, if the services authorized herein extend beyond the end of the calendar year;
- 4.5 The Owner shall compensate the Engineer for the professional services authorized by this Agreement in accordance with the specified hourly rates, and shall invoice for all direct reimbursable expenses incurred, including printing, postage, mileage and the like, at cost;
- 4.6 The Engineer shall submit monthly invoices for the professional services rendered in accordance with the hourly rates specified;
- 4.7 The Owner shall make prompt monthly payments to the Engineer for the services rendered;
- 4.8 The Engineer's hourly rates are provided on the basis of prompt payment by the Owner of invoices rendered, and continuous progress on the work by the Engineer until submission of

PROFESSIONAL SERVICES AGREEMENT
CITY OF CLINTON, MISSISSIPPI - WGK
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the work product; and

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

SECTION 5 - COST CONTROL

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

SECTION 6 - GENERAL CONSIDERATIONS

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

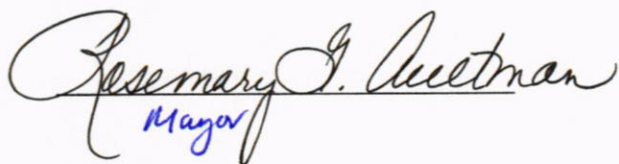
either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, Engineer will be paid for all professional services rendered and for all reimbursable expenses incurred to the date of termination and, in addition, all professional and reimbursable expenses directly attributable to termination;

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

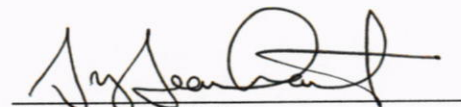
PROFESSIONAL SERVICES AGREEMENT
CITY OF CLINTON, MISSISSIPPI - WGK
Page 6

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

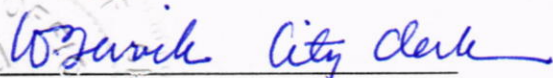
City of Clinton, Mississippi


Mayor

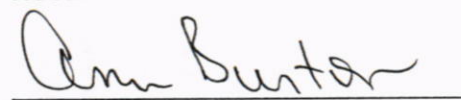
WILLIFORD, GEARHART & KNIGHT, INC.


Greg Gearhart, P. E.
Principal

ATTEST:


City Clerk

ATTEST:


Ann Burton
Business Manager

Standard Hourly Billing Rates
Calendar 2001

WILLIFORD, GEARHART & KNIGHT, INC.

Principal	\$95
Project Manager	\$85
Project Engineer	\$75
Engineer	\$70
Project Surveyor	\$65
Surveyor	\$65
Surveying Assistant	\$60
Designer	\$55
Technician	\$45
Computer Aided Design (CAD)	\$15
Clerical	\$25
Construction Review	\$50
Survey Party (Two men)	\$80
Survey Party (Three men)	\$95
Survey Party (Four men)	\$110

SKIPPER CONSULTING, INC.

Principal	\$123
Senior Traffic Engineer	\$84

Transportation Planner	\$78
Traffic Engineer	\$74
Technician/CADD	\$55
Clerical	\$28

CHRISTOPHER B. HOFFMAN, LANDSCAPE ARCHITECT

Landscape Architect	\$85
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GEOSCIENCE ENGINEERING

See attached Fee Schedules (A through C)

FEE SCHEDULE A FIELD EXPLORATION

Effective June 1, 2000

MOBILIZATION and SUBSISTENCE

Mobilization (Rig and Support Equipment)	\$ 3.75/mi
Local Mobilization (Within 25 Miles of Office)	\$100.00/ea
Crew Travel Time	\$1.95/mi
Subsistence Allowance for 3-Man Crew	\$175.00/day
Subsistence Allowance for 2-Man Crew	\$125.00/day

SOIL BORING ADVANCEMENT and ABANDONMENT(Auger or Rotary Wash)

0 ft to 50 ft Depth Range	\$10.25/ft
50 ft to 75 ft Depth Range	\$11.75/ft
75 ft to 100 ft Depth Range	\$12.75/ft
Below 100 ft Depth Range	Negotiated
Grouting Boring (4-in. diameter boring)	\$ 3.50/ft
(6-in. diameter boring)	\$ 6.50/ft

SOIL SAMPLING

<i>0 ft to 50 ft Depth Range</i>	
Undisturbed or Split Spoon	\$16.50/ea
Disturbed or Auger	\$ 5.75/ea
 <i>50 ft to 75 ft Depth Range</i>	
Undisturbed or Split Spoon	\$17.75/ea
Disturbed or Auger	\$ 7.75/ea
 <i>75 ft to 100 ft Depth Range</i>	
Undisturbed or Split Spoon	\$19.25/ea
Disturbed or Auger	\$ 9.25/ea
 <i>Below 100 ft Depth Range</i>	
.....	Negotiated

HAND AUGER BORINGS

0 ft to 6 ft Depth Range	\$19.50/ft
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RENTAL RATES and MATERIALS

PID Rental	\$75.00/day
Steam Cleaner Rental	\$75.00/day
Well Materials	Cost + 15%
Equipment Rental (Dozer, Coring Machine, etc.)	Cost + 15%

HOURLY RATES (Drilling, Sampling and Well Construction)

Active Drilling Time (3 man crew)	\$165.00/hr
Active Drilling Time (2 man crew)	\$135.00/hr
Difficult Access/Decontamination (3 man crew)	\$135.00/hr
Difficult Access/Decontamination (2 man crew)	\$110.00/hr
Standby and General Labor (3 man crew)	\$120.00/hr
Standby and General Labor (2 man crew)	\$85.00/hr

FEE SCHEDULE B LABORATORY TESTING

Effective June 1, 2000

SHEAR STRENGTH TESTS

Standard Unconfined Compression Test	\$33.00/ea
Unconsolidated, Undrained Triaxial Compression Test	\$55.00/ea
Consolidated, Undrained Triaxial Compression Test, with Pore Pressure Measurement	\$350.00/ea
Consolidated, Drained Triaxial Compression Test	Negotiated
Cyclic Loading on Any of the Above	Negotiated
Stress-Strain curves on Any of the Above	\$30.00/ea

CLASSIFICATION TESTS

Atterberg Limit Determination	\$39.50/ea
Three-Point Atterberg Limit Determination	\$65.00/ea
Particle Size Analysis (2 in. through No. 200 Sieve)	\$44.00/ea
Particle Size Analysis (0.25 in. through No. 200 Sieve)	\$40.00/ea
Particle Size Analysis (with Hydrometer)	\$85.00/ea
Particle Size Analysis (No. 200 Wash)	\$32.00/ea

CONSOLIDATION AND SWELL TESTS

Standard Consolidation Test (7 Load Increments)	\$275.00/ea
Consolidation Test, with Hysteresis Loop	\$300.00/ea
Swelling Potential Tests:	
Swell Pressure Only	\$165.00/ea
Volumetric Swell Only	\$165.00/ea
Combined Pressure and Volumetric	\$255.00/ea

PERMEABILITY TESTS

Permeability Test (Water Only):	
Triaxial Permeability	\$315.00/ea
Fixed-Wall Permeability	\$155.00/ea
Constant Head Permeability	\$165.00/ea

EARTHWORK TESTS

Compaction Test* (For Soils with Liquid Limit < 50)	\$145.00/ea
Compaction Test* (For Soils with Liquid Limit > 50)	\$160.00/ea
Minimum and Maximum Density (Relative)	\$135.00/ea
CBR (Set of Three Cylinders) with Plots	\$205.00/ea
Lime Percentage Determination (pH Method)	\$80.00/ea
Sample Preparation for Other Tests (Remolding, Compaction)	\$50.00/ea

*Note: * Standard or Modified Proctor Effort*

MISCELLANEOUS TESTS

Shrinkage Limit Determination	\$60.00/ea
Separate Moisture Content with Visual Classification	\$6.50/ea
Separate Unit Weight Determination	\$19.00/ea
Specific Gravity Determination	\$85.00/ea
pH Determination	\$16.00/ea

FEE SCHEDULE B - Continued LABORATORY TESTING SERVICES

Effective June 1, 2000

GEOSYNTHETICS TESTING

Geomembrane Tests:

Destructive Seam Testing	\$57.00/set
<i>Includes 5 shear/5 peel replicates for extrusion weld & 5 shear/10 peel for fusion weld</i>	
Tensile Test (ASTM 638 or 882) Set of 5	\$78.00/set
Tearing Resistance (ASTM D 1004) Set of 10	\$60.00/set
Puncture Resistance (ASTM D 4833) Set of 15	\$55.00/set
Thickness (ASTM D 374)	\$10.25/ea
Carbon Black Content (ASTM D 1603)	\$55.00/ea
Density (ASTM D 1505)	\$24.00/ea
Dimensional Stability (ASTM D 1204)	\$45.00/ea
Environmental Stress Crack (ASTM D 1693)	\$125.00/ea
Melt Flow Index (ASTM D 1238 Cond. E)	\$60.00/ea
Low Temperature Brittleness (ASTM D 746b)	\$125.00/ea
Friction Angle with Soil	Negotiated

Geotextile Tests:

Mass Per Unit Area (Set of 5)	\$15.00/set
Thickness (ASTM D 1777)	\$10.25/ea
Grab Strength (ASTM D 4632/D 1682) Set of 20 (10 in each direction)	\$90.00/set
Puncture Resistance (ASTM D 3787/D 4833) Set of 15	\$55.00/set
Permittivity (ASTM D 4491)	\$120.00/set
Apparent Opening Size (ASTM D 4751/CW-02215)	\$135.00/set
Friction Angle with Soil	Negotiated

CONCRETE and ASPHALT

Concrete Tests:

Concrete Cylinder Cured and/or Broken for Compressive Strengths	\$9.75/ea
Cylinder Storage (not to be tested)	\$6.75/ea
Making Concrete Cylinders (on-site)	No Charge
Slump Test (on-site)	No Charge
Concrete Mix Design	Upon Request

Asphalt Tests:

Asphalt Extraction and Gradation Tests	Upon Request
Marshall Stability	Upon Request

FEE SCHEDULE C ENGINEERING AND TECHNICAL SERVICES

Effective June 1, 2000

PERSONNEL

Principal Engineer	\$102.00/hr
Senior Engineer/Geologist	\$90.00/hr
Project Engineer/Geologist	\$80.00/hr
Associate Engineer/Geologist	\$70.00/hr
Computer Systems Analyst	\$90.00/hr
Engineering Aide	\$40.00/hr
Technical Report Typing	\$35.00/hr
Drafting Services	\$42.00/hr

Note: The personnel rates listed above include all normally used equipment including personal computers and computer software that are routinely utilized for engineering analyses and report production. An overtime rate for engineers or geologists will not normally be charged. For other office personnel, the hourly rate for work in excess of 8 hours per day or 40 hours per week will be increased by 35 percent.

Supervising Engineering Technician	\$65.00/hr
Senior Engineering Technician	\$46.00/hr
Project Engineering Technician	\$39.00/hr
Associate Engineering Technician	\$34.00/hr

Note: The engineering technician rates include all normally utilized equipment required to perform services in the field. Such equipment includes: pick-up truck, nuclear soil moisture/density gauge, and concrete testing equipment. Rates do not include specialized equipment or costs associated with expendable supplies. The rates for engineering technicians will be increased by 35 percent for any work in excess of 8 hours per day or 40 hours per week.

EXPENSES

Computer Services	Cost + 15%
Mileage	\$0.40/mi
Expenses	Cost + 15%
Overnight Per Diem	\$70.00/night or Cost
Photocopy Cost (Reports)	\$0.12/page
Facsimile Transmission	\$2.00/page
Document Imaging	\$0.35/page
Report Reproduction (including Printing and Regular Mailing)	\$0.35/page
Daily Charge for Pickup Truck	\$40.00/day
Daily Charge for Nuclear Gauge	\$18.00/day

**PHASE I - SCOPE OF WORK
CITY OF CLINTON, MISSISSIPPI
ENGINEERING SERVICES
FOR
PROPOSED "LOOP" ROAD CONNECTING
U.S. HIGHWAY 80 AND SPRINGRIDGE ROAD**

The following information outlines the engineering services required to assist the City of Clinton, MS in determining the most economically feasible alignment for a new "loop" road to connect U.S. Highway 80 and Springridge Road. The eastern-most terminus will be at the Masonic Drive Extension currently being constructed just east of the new WalMart Supercenter. The western-most terminus will likely be located just east of the intersection of Broadway Street and Springridge Road. It is anticipated that the route ultimately chosen will follow an alignment that will encourage commercial development with high visibility from Interstate 20. The road will also provide a more direct access to Interstate 20 and U.S. Highway 80. The consulting engineering firm chosen shall assist the City in all aspects of the planning and preliminary design of the proposed roadway improvements, including the following:

◆ **Route Location**

The consultant will provide a minimum of three (3) different alignments for consideration. These alignments will be analyzed and considered based on the anticipated usage of the roadway; existing topography and subsurface soil conditions; property owner desires and anticipated uses, etc. The consultant shall also analyze and recommend points along the chosen route whereby interior accesses should be provided from the new roadway to the city's current street system. The consultant shall include preliminary geotechnical investigations necessary to determine the most feasible route.

◆ **Property Ownership**

The consultant will assist the City in meeting with the existing landowners of property within the alignments chosen for consideration. It is anticipated that many of the property owners have existing site plans or ideas for uses of their properties whereby the construction of the roadway improvements will enhance the land values. The engineer will facilitate and accommodate, where technically and feasibly possible, the desires of the property owners in the design of the roadway system(s).

◆ **Property Rezoning**

The consultant shall provide assistance to the City with a comprehensive rezoning of the affected properties, if the City so deems it necessary to rezone the properties. The consultant shall assist in the preparation of maps and other documents needed to facilitate the rezoning if same is necessary.

◆ Traffic Generation Studies

The consultant will provide anticipated traffic generation studies based on the existing and projected land uses and existing property owners' site plans. The numbers/figures derived from these studies will be used in the final design of the roadway for justification of traffic improvements and future master planning by the City. These studies will be generated based on currently accepted Institute of Transportation Engineers analyses as well as available existing traffic counts and/or studies.

◆ Financing Options

The consultant shall provide preliminary opinions of probable project costs for each of the three (3) alignments analyzed. These costs shall include estimated costs for the design and construction of the proposed improvements. In addition, the consultant shall assist the City in determining the most desirable option for funding the proposed improvements. Among the options considered: 1) Tax Increment Financing; 2) Community Development Block Grants; 3) Capital Improvements Loans; 4) Property Assessments; etc. The consultant shall assist the City in meeting with and providing information to financial consultants, state agencies, etc, with regards to funding of the project.