

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 7, 2001 – 5:30 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
 Tony Greer - 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

RECOGNITION OF MAYOR ROSEMARY AULTMAN AS PRESIDENT OF MML

Alderman Brabham presented Mayor Rosemary Aultman with a certificate honoring her as the elected President of Mississippi Municipal League for the year 2001- 2002. Certificate attached.

APPROVAL OF AGENDA ITEMS A-X

MOTION made by Alderman Brantley and **SECONDED** by Alderman Hisaw to approve Consent Agenda Items A-X. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PLANNING & ZONING ITEM

Upon recommendation by Gary Ward, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to approve request for exterior renovations at 307 E. College Street by Paul & Cheryl Byrd. **MOTION CARRIED UNANIMOUSLY**

ELECTION OF MAYOR PRO TEM

MOTION made by Alderman Lott and **SECONDED** by Alderman Brantley that Alderman Jehu Brabham be elected as Mayor Pro Tem by acclamation. **MOTION CARRIED UNANIMOUSLY**

NAMING OF SELECTION COMMITTEE

Upon recommendation by Mayor Aultman, the following people were named as members of the Selection Committee for Wastewater Operations Statement of Qualifications. This Committee will present their findings to the Board of Aldermen on August 21, 2001.

1. Richard Broome, City Engineer
2. Tim Rogers, Public Works Director
3. Rosemary Aultman, Mayor
4. Wayne Derrick, City Clerk
5. Jehu Brabham, Alderman-at-Large
6. Herb Touchton – Alderman Ward 5

APPROVAL OF CONTRACT AWARD FOR 2000 WATER IMPROVEMENTS

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the contract submitted by Hemphill Construction Company, Inc. in the amount of \$326,300.00 as the lowest and best bid for the City's 200 Water Improvements (Fire Service Extensions). **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PROFESSIONAL ENGINEERING SERVICES CONTRACT – BRIGHTON PARK

Upon recommendation by Michael Taggart, Parks & Recreation Director, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve Professional Engineering Services contract for Brighton Park submitted by Alford Engineering in the amount of \$38,000.00. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF APPOINTMENT TO PARKS & RECREATION ADVISORY BOARD

Recommendation and MOTION was made by Alderman Greer and SECONDED by Alderman Lott to approve the appointment of J.D. Mauldin to the Parks & Recreation Advisory Board for a term of three years beginning August 1, 2001 and ending June 30, 2004. MOTION CARRIED UNANIMOUSLY

APPROVAL OF AMENDMENTS TO CITY WATER ORDINANCE

Upon recommendation by Mayor Aultman, MOTION made by Alderman Greer and SECONDED by Alderman Brantley to approve various amendments to the City's Water and Sewer Ordinance which are to take effect October 1, 2001. Notification of amendments will be published in THE CLARION LEDGER as soon as practical. Utility customers will be notified by a special mail out at least 30 days before changes are to take effect. Copy of amendments attached. MOTION CARRIED UNANIMOUSLY

APPROVAL OF AMENDMENT TO OLDE TOWNE DISTRICT ORDINANCE

Upon recommendation by Mayor Aultman, MOTION made by Alderman Fisher and SECONDED by Alderman Lott to set date public hearing for the purpose of amending Article XIV, Section 1400 of the Olde Towne District (OTC) Ordinance. Said hearing shall take place at the Municipal Courtroom, 305 Monroe Street, at 7 p.m. on August 28, 2001, or as soon thereafter as possible before the Planning and Zoning Commission. Copy of proposed amendment is attached. MOTION CARRIED UNANIMOUSLY

ADJOURN 6:10 P.M.

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

APPROVED: _____

Rosemary G. Aultman, Mayor

8-15-01

Date

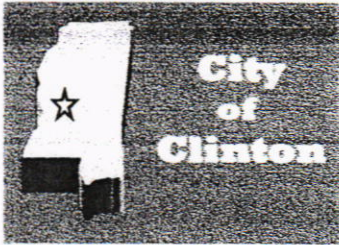
ATTEST: _____

Wayne Derrick, City Clerk

08/17/2001

Date

SEAL:



August 7, 2001

*The Honorable Rosemary Aultman
Mayor
City of Clinton*

**Board of
Aldermen**

Jehu Brabham
Alderman at Large

Tony Hisaw
Alderman Ward One

Tony Greer
Alderman Ward Two

Clint Brantley
Alderman Ward Three

Phil Fisher
Alderman Ward Four

Herb Touchton
Alderman Ward Five

Sharbert Lott
Alderman Ward Six

As members of the Board of Aldermen for the City of Clinton, and on behalf of the Clinton community, it gives us personal pride, admiration and joy to recognize you upon your election as President of the Mississippi Municipal League.

Your election is recognition of your high standing, effective service, and congenial spirit by your fellow elected municipal leaders. Leaders representing communities of varying sizes from every region of the great state of Mississippi.

Without question, your leadership of the MML will clearly reflect the foundation values and principles of elected public service such as concern for citizens of all ages and backgrounds, shared leadership and vision.

As fellow elected servants here in the wonderful City of Clinton, we wish you the very best in your year as President of the MML. We, further, affirm our support and encouragement. We believe with the fullest confidence that your leadership will bring valued recognition and honor to the City of Clinton, as well as expanding and enhancing the influence and levels of service rendered by the Mississippi Municipal League.

Kindness regards, deep respect, and best wishes from the Board of Aldermen for a most notable year as President of the Mississippi Municipal League. We are happy for you, and honored to serve alongside you.

**Board of Aldermen
City of Clinton**

Presented at the Regular Meeting
Board of Aldermen
August 7, 2001

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 7, 2001

Agenda Item No. 7.

Consent Agenda:

To:

For:

Acct. No.

Discussion/Action: Exterior Renovations (Paul & Cheryl Byrd)
307 E. College Street

Introduced by: Gary Ward

Telephone: 924-2239

Exhibits for Review:

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

Recommendation: Historical Preservation Commission recommends approval.
Planning and Zoning Commission recommends approval.

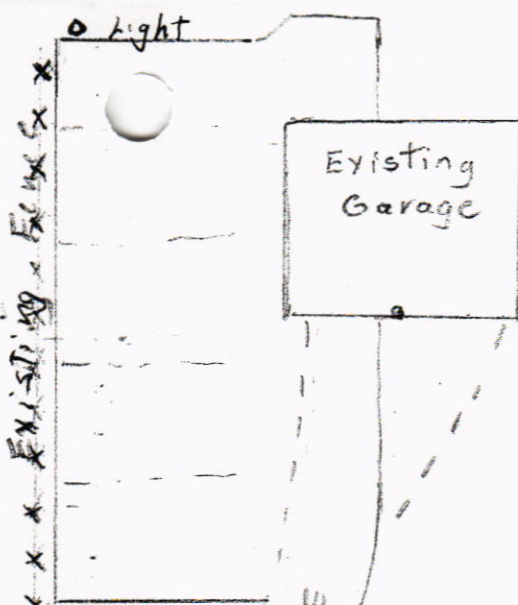
Board Action:

Motion made by: Brabham
Seconded by: Lott

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

BOARD APPROVED

Neighbor's
CAR PORT
PARKING



← Remove Existing Garage

Create Parking Area with
R.R. Tie Border and
crushed Limestone pavement
Replace Existing Fence with
6' wooden Fence.

Pecan
Tree

To Be Landscaped

EXISTING DRIVE

Light

PAUL & Cheryl
Byrd

307

CAR
PORT

Remove
+
Landscape

Existing
Parking

DRIVE

McDonalds DRIVE

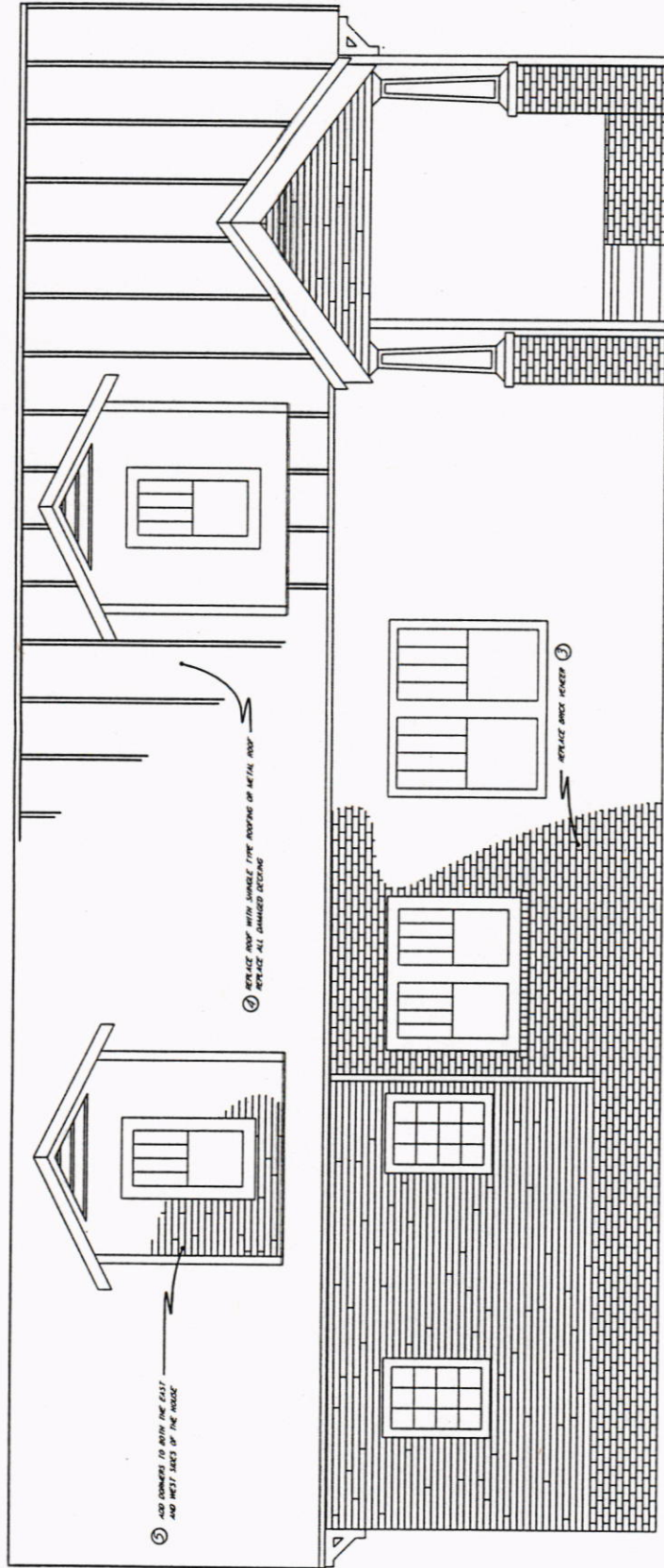
SIDE

WALK

1" = 16'

E. COLLEGE STREET

BOARD APPROVED



PROFILE-WEST SIDE

PROPOSAL FOR RENOVATIONS

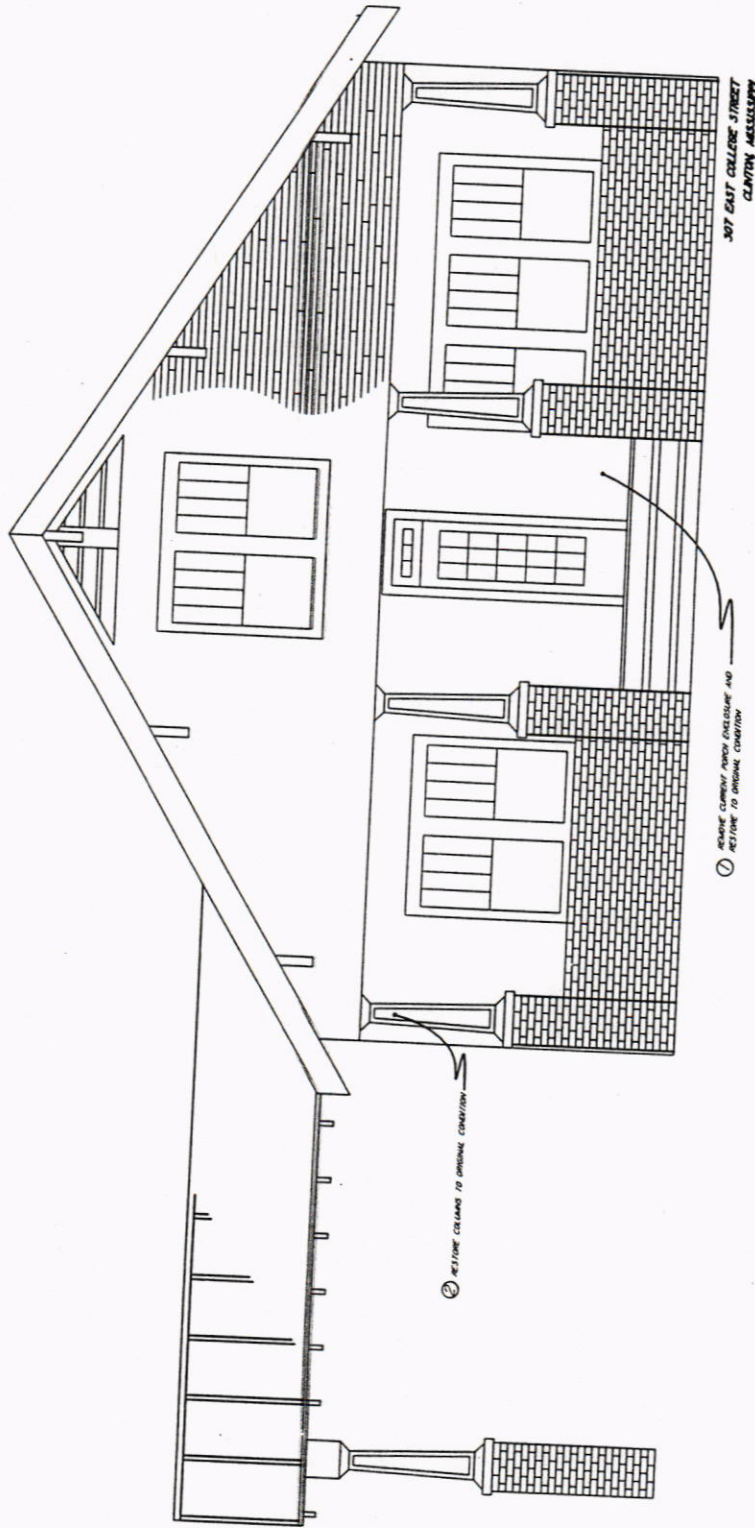
307 East College Street
Climbing, Mississippi 39056

Contract with
Paul Byrd (601) 924-3058

Drawn by
Horton Chen (601) 924-2104

DESIGNED: PAUL BYRD DATE: 02/28/01
DETAILED: HORTON CHEN

BOARD APPROVED



ELEVATION

PROPOSAL FOR RENOVATIONS

307 East College Street
Clifton, Mississippi 39056

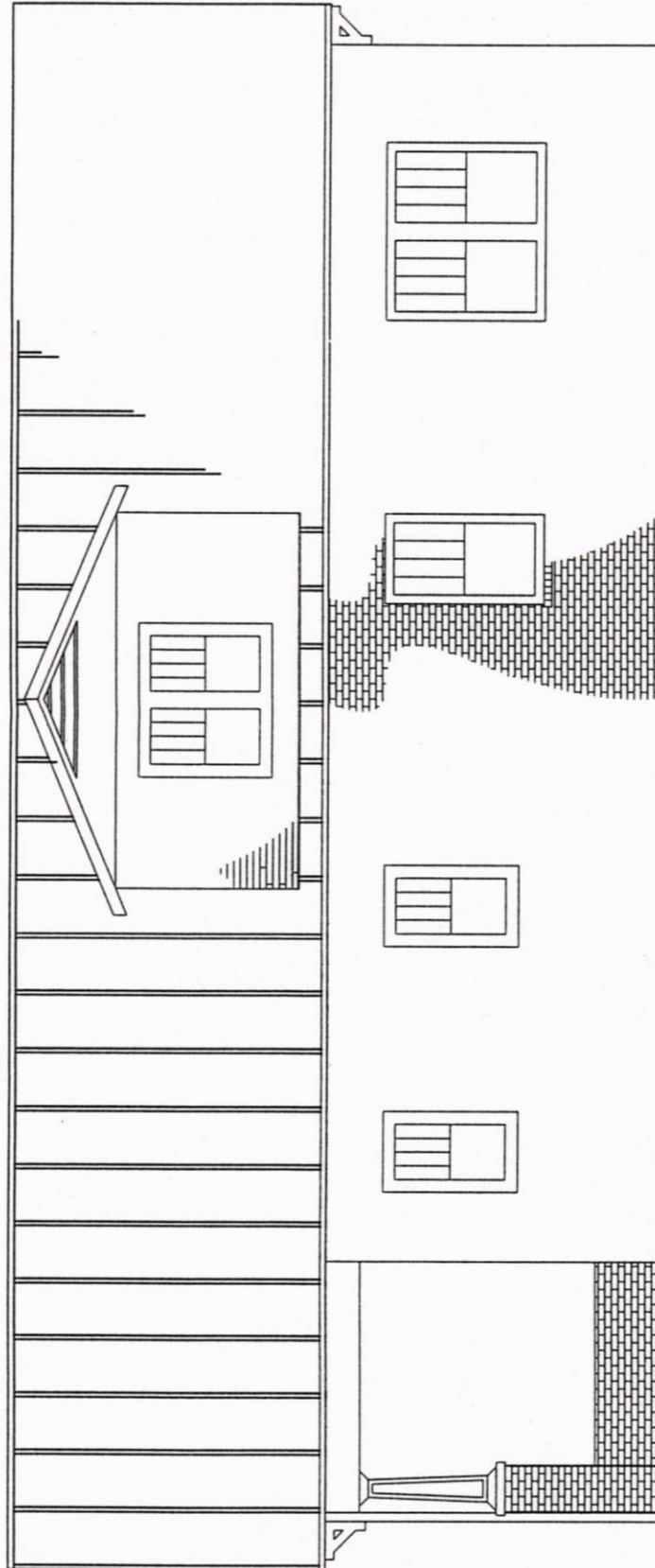
Contract Info
Paul Byrd 1801/1824-5058

Drawn By
Horton Chan 1801/1824-2104

REVISIONS

DESIGNED: PAUL BYRD DATE: 07.02.01
DETAILS: HORTON CHAN DATE: 07.02.01

BOARD APPROVED



PROFILE-EAST SIDE

PROPOSAL FOR RENOVATIONS

307 East College Street
Clinton, Mississippi 39026

Client: Mr.
Paul Byrd 1601904-5054

Owner: Mr.
Herbert Dean 1601904-2104

DESIGNED: PAUL BYRD DATE: 07/02/01
DRAWN: MARK AN G. DEAN III

DATE REVISIONS

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 7, 2001

Agenda Item No. 8

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Selection of Mayor <i>ProTem</i>	
Introduced by: Rosemary Aultman, Mayor	Telephone No. 924-5462

Exhibits for Review:

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

Burke

Recommendation:

Board Action:

Motion made by: *Lott*

Seconded by: *Brantley*

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

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

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 7, 2001

Agenda Item No. 9

Consent Agenda:
For:

To:

Account No.

Discussion/Action: Naming of Selection Committee for Wastewater
Operations Statement of Qualification.

Introduced by: Mayor Aultman

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: List of Submittals

Recommendation:

Richard Brown *Wayne Smith*
Tim Rozen *John*
Mayor *Heck* ?

Board Action:

Motion made by: _____
Seconded by: /

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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

**WASTEWATER OPERATIONS
STATEMENT OF QUALIFICATIONS
List of Submittals**

OMI, Inc.
P. O. Box 6607
Englewood, CO 80155-6607
303-740-0019

Operations Technologies, Inc.
P. O. Box 888248
Atlanta, GA 30356
707-481-0055

Severn Trent Services, Inc.
Environmental Services Group
3810 I-55 South
Jackson, MS
601-372-3439

Mitchell Technical Services, Inc.
325 West McKnight Street
Murfreesboro, TN 37129
615-848-0160

ECO Resources, Inc.
A Southwest Water Company
195 Main Street
Biloxi, MS 39530
1-800-856-0303

Environmental Quality Management Services, LLC
132 East Northside Drive, Suite E
Clinton, MS 39056
601-925-8058

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 7, 2001

Agenda Item No. 10

Consent Agenda: For:	To:
Account No.	

<i>Fire Service Extensions</i>	
Discussion/Action: Contract Award - 2000 Water Improvements Hemphill Construction Co., Inc. @ \$326,300.00	
Introduced by: <u>R. L. Broome</u>	Telephone No. <u>924-5462</u>

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Greer
Seconded by: Brabham

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u>7</u>	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	<u>1</u>	_____	_____
Mayor Aultman	_____	_____	_____

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

BOARD APPROVED

BID TABULATION
CITY OF CLINTON
2000 WATER IMPROVEMENTS
HINDS COUNTY, MISSISSIPPI

BID DATE: Tuesday, June 19, 2001
BID TIME: 10:00 A.M.
BID PLACE: City Hall
300 Jefferson Street
Clinton, MS

CONTRACTOR

Hopple Construction Co., Inc.

Granville Electric Service, L.P.

Burton, Banks & Associates, Inc.

Dale Construction, Inc.

Utility Construction, Inc.

Thomast Construction, Inc.

SURETY

Federal Insurance Company
02549

U.S. Fidelity & Guaranty Co.
04431

Fidelity & Deposit Co. of Maryland
04885

Western Insurance Companies
07497

American Casualty Co. of Reading, PA
05955

U.S. Fidelity & Guaranty Co.
02255

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
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PART A: BATTERY DRIVE LOOP

1.	2" Asphalt Pavement Repairs (w/6" City Gravel)	S.Y.	10	\$ 11.50	\$ 115.00	\$ 20.00	\$ 200.00	\$ 19.00	\$ 190.00	\$ 11.00	\$ 110.00	\$ 30.00	\$ 300.00
2.	Washed Gravel for Resurfacing Non-Paved Surfaces	C.Y.	10	23.50	235.00	25.00	250.00	30.00	300.00	28.00	280.00	18.50	185.00
	8" PVC Water Main (C-900 - DR18)	L.F.	2,100	7.20	15,120.00	8.50	17,850.00	9.50	19,950.00	8.50	17,850.00	7.00	14,700.00
	Service Assembly	Each	1	145.00	145.00	250.00	250.00	500.00	500.00	530.00	530.00	350.00	350.00
	3/4" Copper Service Line	L.F.	40	4.75	190.00	4.50	180.00	6.50	260.00	10.00	400.00	4.00	160.00
6.	Fire Hydrant Assembly	Each	5	1,830.00	9,150.00	1,500.00	7,500.00	1,675.00	8,375.00	1,900.00	9,500.00	1,895.00	9,475.00
7.	Druckle Iron Fittings	Each	0.5	5,000.00	2,500.00	4,200.00	2,100.00	4,000.00	2,000.00	2,700.00	2,700.00	1,850.00	4,200.00
8.	Hot Tap - 12" x 8" (Industrial Park Drive)	Each	1	2,475.00	2,475.00	1,200.00	1,200.00	2,800.00	2,800.00	2,000.00	2,000.00	4,200.00	4,200.00
9.	Hot Tap - 8" x 8" (Battery Drive Well)	Each	1	2,125.00	2,125.00	1,000.00	1,000.00	2,900.00	2,900.00	1,300.00	1,300.00	3,500.00	3,500.00
10.	Grasshik	L.S.	1.5	250.00	375.00	3,000.00	3,000.00	3,000.00	3,000.00	500.00	500.00	800.00	800.00
TOTAL BID - PART A (Item Nos. 1-10)				\$	32,105.00	\$	33,530.00	\$	40,275.00	\$	33,850.00	\$	34,595.00

PART B: LINDA DRIVE TO CEDAR COVE LOOP

1.	8" PVC Water Main (C-900 - DR18)	L.F.	850	\$ 8.90	\$ 7,565.00	\$ 8.50	\$ 7,225.00	\$ 10.75	\$ 9,137.50	\$ 9.50	\$ 8,075.00	\$ 10.15	\$ 8,627.50
2.	Druckle Iron Fittings	Each	0.5	3,310.00	1,655.00	4,200.00	2,100.00	4,000.00	2,000.00	2,700.00	1,350.00	1,850.00	4,000.00
3.	Hot Tap - 12" x 8" (Linda Drive)	Each	1	2,475.00	2,475.00	1,200.00	1,200.00	2,800.00	2,800.00	2,000.00	2,000.00	4,200.00	4,200.00
4.	Thru-to Existing 8" Capped Line	Each	1	400.00	400.00	500.00	500.00	750.00	750.00	450.00	450.00	500.00	500.00
5.	14" Steel Casing, Creek Crossing on Two (2) Piers	L.F.	70	60.00	4,200.00	40.00	2,800.00	40.00	2,800.00	78.00	5,460.00	80.00	5,600.00
6.	14" Steel Casing, Creek Crossing on Two (2) Piers	L.F.	30	16.00	480.00	27.00	810.00	27.00	810.00	65.00	1,950.00	30.00	900.00
7.	Grasshik	L.S.	1.5	200.00	300.00	2,000.00	2,000.00	2,250.00	2,250.00	200.00	200.00	800.00	800.00
8.	Riprap	Each	50	35.00	1,750.00	60.00	3,000.00	35.00	1,750.00	45.00	2,150.00	40.00	2,000.00
TOTAL BID - PART B (Item Nos. 1-8)				\$	18,725.00	\$	19,635.00	\$	22,297.50	\$	21,435.00	\$	23,535.50

RECEIVED
JUN 22 2001

BOARD APPROVED

BID TABULATION
CITY OF CLINTON
2000 WATER IMPROVEMENTS
HINDS COUNTY, MISSISSIPPI

BID DATE: Tuesday, June 19, 2001
BID TIME: 10:00 A.M.
BID PLACE: City Hall
300 Jefferson Street
Clinton, MS

CONTRACTOR

SURETY

Hempill Construction Co., Inc.
Federal Insurance Company
07449

Granville Piling Service, L.P.
U.S. Fidelity & Guaranty Co.
04431

Sharon, Bonds & Associates, Inc.
Fidelity & Guaranty Co. of Maryland
04885

Dolan Construction, Inc.
Windsor Insurance Company
07482

Utility Construction, Inc.
American Casualty Co. of Reading, PA
05159

Thermet Construction, Inc.
U.S. Fidelity & Guaranty Co.
02255

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
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PART C. CASTLEWOOD DRIVE

1.	Washed Gravel for Restoring Non-Paved Surfaces	C.Y.	5	\$ 23.50	\$ 117.50	\$ 25.00	\$ 125.00	\$ 30.00	\$ 150.00	\$ 28.00	\$ 140.00	\$ 25.00	\$ 125.00	\$ 30.00	\$ 150.00
2.	Unseal Driveway Base for 8" Line	L.F.	70	24.00	1,680.00	29.00	2,030.00	26.00	1,820.00	25.00	1,750.00	34.00	2,380.00	35.00	2,450.00
	Unseal Street Service Line Base	Each	4	135.00	540.00	450.00	1,800.00	425.00	1,700.00	420.00	1,680.00	350.00	1,400.00	280.00	1,120.00
	8" PVC Water Main (C900 - DR18)	L.F.	2,500	7.55	18,875.00	8.50	21,250.00	10.75	26,875.00	9.50	23,750.00	7.50	18,750.00	11.89	29,725.00
6.	Fire Hydrant Assembly	Each	6	2,000.00	12,000.00	1,500.00	9,000.00	1,675.00	10,050.00	1,900.00	11,400.00	1,895.00	11,370.00	1,738.00	10,428.00
7.	Fire Hydrant Assembly on Existing Line by Hot Tap	Each	2	2,000.00	4,000.00	1,750.00	3,500.00	2,900.00	5,800.00	3,100.00	6,200.00	4,000.00	8,000.00	3,072.00	6,144.00
8.	Ductile Iron Fittings	Ton	0.5	3,310.00	1,655.00	4,200.00	2,100.00	4,000.00	2,000.00	2,700.00	1,350.00	1,850.00	3,500.00	4,400.00	2,200.00
9.	Hot Tap - 8" x 8"	L.F.	1	2,125.00	2,125.00	1,000.00	1,000.00	2,400.00	2,400.00	1,300.00	1,300.00	3,500.00	3,500.00	1,200.00	1,200.00
10.	3/4" Copper Service Line	L.F.	300	4.75	1,425.00	4.50	1,350.00	6.00	1,800.00	10.00	3,000.00	4.00	1,200.00	5.53	1,659.00
	Connect Existing Meter to New Service Line at Main	Each	8	75.00	600.00	4.50	36.00	125.00	1,000.00	470.00	3,760.00	200.00	1,600.00	144.00	1,152.00
TOTAL BID - PART C (Item Nos. 1-10)					\$ 43,017.50		\$ 44,155.00		\$ 53,595.00		\$ 54,330.00		\$ 49,250.00		\$ 56,512.00

PART D. OAKHURST-COTTON ACRES LOOP

1.	8" PVC Water Main (C900 - DR18)	L.F.	475	\$ 11.70	\$ 5,557.50	\$ 8.50	\$ 4,037.50	\$ 11.50	\$ 5,462.50	\$ 9.50	\$ 4,512.50	\$ 9.50	\$ 4,512.50	\$ 9.79	\$ 4,650.25
2.	Ductile Iron Fittings	Ton	0.5	1,500.00	750.00	4,200.00	2,100.00	4,000.00	2,000.00	2,700.00	1,350.00	1,850.00	3,500.00	4,400.00	2,200.00
3.	Hot Tap - 6" x 8" (Caston Acres)	Each	1	1,900.00	1,900.00	900.00	900.00	1,800.00	1,800.00	1,100.00	1,100.00	3,500.00	3,500.00	1,484.00	1,484.00
4.	Th-in to Existing 8" Capped Line	Each	1	430.00	430.00	500.00	500.00	750.00	750.00	450.00	450.00	500.00	500.00	670.00	670.00
5.	14" Steel Casing, Bored & Jacked	L.F.	50	82.00	4,100.00	65.00	3,250.00	54.00	2,700.00	57.00	2,850.00	90.00	4,500.00	83.60	4,180.00
6.	Grading	L.S.	1.5	60.00	60.00	1,000.00	1,000.00	750.00	750.00	110.00	110.00	900.00	900.00	190.00	190.00
TOTAL BID - PART D (Item Nos. 1-6)					\$ 12,797.50		\$ 11,787.50		\$ 13,462.50		\$ 10,372.50		\$ 14,037.50		\$ 13,374.25

BOARD APPROVED

BID TABULATION
CITY OF CLINTON
2000 WATER IMPROVEMENTS
HINDS COUNTY, MISSISSIPPI

BID DATE: Tuesday, June 19, 2001
BID TIME: 10:00 A.M.
BID PLACE: City Hall
300 Jefferson Street
Clinton, MS

CONTRACTOR

SURETY

Hampshire Construction Co., Inc.
Federal Insurance Company
02449

Greesham Building Service, L.P.
U.S. Fidelity & Guaranty Co.
04431

Bureau, Baker & Associates, Inc.
Fidelity & Deposit Co. of Maryland
04483

Dale Contractors, Inc.
Wentworth Insurance Company
07487

Utility Constructors, Inc.
American Casualty Co. of Reading, PA
08939

Thomson Construction, Inc.
U.S. Fidelity & Guaranty Co.
02355

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION	UNIT	PRICE	EXTENSION	UNIT	PRICE	EXTENSION	UNIT	PRICE	EXTENSION	UNIT	PRICE	EXTENSION
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PART E: COUNTRY MEADOWS ROAD LOOP

1.	Uncased Driveway Bore for 6" Line	L.F.	120	\$ 28.00	\$ 3,360.00	25.00	\$ 3,000.00	\$ 22.00	\$ 2,640.00	25.00	\$ 3,000.00	32.00	\$ 3,840.00	25.00	\$ 3,000.00	25.00	\$ 750.00
2.	Uncased Directional Street Service Line Bore	L.F.	3	140.00	420.00	450.00	1,350.00	425.00	1,275.00	420.00	1,260.00	350.00	1,050.00	280.00	840.00	13.76	22,968.00
	6" PVC Water Main (C700 - DR18)	L.F.	1,800	6.35	11,430.00	7.00	12,600.00	9.50	17,100.00	7.50	13,500.00	7.50	13,500.00	5,685.00	5,214.00	1,738.00	5,214.00
	Fire Hydrant Assembly	Each	3	2,000.00	6,000.00	1,500.00	4,500.00	1,700.00	5,100.00	1,900.00	5,700.00	1,895.00	5,685.00	923.00	4,400.00	2,200.00	4,400.00
	Ductile Iron Fittings	Ton	0.5	1,500.00	750.00	4,200.00	2,100.00	4,000.00	2,000.00	2,700.00	1,350.00	1,850.00	4,200.00	1,509.00	1,509.00	1,509.00	1,509.00
6.	Hot Tap - 12" x 6" (Midway)	Each	1	2,000.00	2,000.00	900.00	900.00	2,400.00	2,400.00	1,900.00	1,900.00	3,500.00	3,500.00	1,484.00	1,484.00	1,484.00	1,484.00
7.	Hot Tap - 8" x 6" (Cotton Acres Drive)	Each	1	1,900.00	1,900.00	900.00	900.00	1,800.00	1,800.00	1,100.00	1,100.00	4.00	1,200.00	450.00	450.00	450.00	450.00
8.	3/4" Copper Service Line	L.S.	300	2.00	600.00	4.50	1,350.00	5.50	1,650.00	10.00	3,000.00	4.00	1,200.00	5.53	1,659.00	1,659.00	1,659.00
9.	Grading	L.S.	225.00	225.00	225.00	2,000.00	2,000.00	1,800.00	1,800.00	390.00	390.00	375.00	2,750.00	217.40	1,504.40	1,504.40	1,504.40
10.	Service Assemblies	Each	6	145.00	870.00	250.00	1,500.00	500.00	3,000.00	530.00	3,180.00	375.00	2,250.00	217.40	1,504.40	1,504.40	1,504.40
TOTAL BID - PART E (Item Nos. 1-10)					\$ 27,555.00		\$ 30,200.00		\$ 39,265.00		\$ 34,380.00		\$ 37,900.00		\$ 40,628.40		\$ 40,628.40

PART F: REYNOLDS & LEGGETT ROADS

1.	2" Asphalt Pavement Repairs (w/6" Clay Gravel)	S.Y.	500	\$ 3.50	\$ 1,750.00	16.50	\$ 8,250.00	7.50	\$ 3,750.00	11.00	\$ 5,500.00	30.00	\$ 15,000.00	6.94	\$ 3,470.00		
2.	Washed Gravel for Restoring Non-Paved Surfaces	C.Y.	100	10.00	1,000.00	25.00	2,500.00	26.00	2,600.00	28.00	2,800.00	15.00	1,500.00	32.00	3,200.00		
3.	Uncased Driveway Bore for 6" Line	L.F.	100	25.00	2,500.00	25.00	2,500.00	22.00	2,200.00	23.00	2,300.00	32.00	3,200.00	25.00	2,500.00		
4.	Uncased Directional Street Service Line Bore	L.F.	2	140.00	280.00	450.00	900.00	450.00	900.00	420.00	840.00	350.00	700.00	280.00	560.00		
5.	6" PVC Water Main (C700 - DR18)	L.F.	7,900	6.35	51,745.00	7.00	55,300.00	6.75	53,325.00	6.30	49,770.00	6.55	51,745.00	8.40	66,160.00		
6.	Fire Hydrant Assembly	Each	10	2,000.00	20,000.00	1,500.00	15,000.00	2,000.00	20,000.00	1,900.00	19,000.00	1,895.00	18,950.00	1,738.00	17,380.00		
7.	Ductile Iron Fittings	Ton	0.5	3,310.00	1,655.00	4,200.00	2,100.00	4,000.00	2,000.00	2,700.00	1,350.00	1,850.00	4,200.00	1,509.00	1,509.00		
8.	6" Gate Valve Assembly	Each	2	600.00	1,200.00	400.00	800.00	400.00	800.00	310.00	620.00	450.00	900.00	390.00	780.00		
9.	Hot Tap - 12" x 6" (McDaven Road)	Each	1	2,000.00	2,000.00	900.00	900.00	2,400.00	2,400.00	1,900.00	1,900.00	4.00	1,200.00	1,509.00	1,509.00		
10.	3/4" Copper Service Line	L.S.	300	4.75	1,425.00	4.50	1,350.00	5.00	1,500.00	10.00	3,000.00	4.00	1,200.00	5.53	1,659.00		
11.	Grading	L.S.	950.00	950.00	950.00	3,000.00	3,000.00	8,350.00	8,350.00	400.00	400.00	2,500.00	2,500.00	2,100.00	2,100.00		
12.	Connect Existing Meter to New Service Line at Main	Each	12	75.00	900.00	250.00	3,000.00	135.00	1,620.00	470.00	5,640.00	200.00	2,400.00	144.00	1,728.00		
TOTAL BID - PART F (Item Nos. 1-12)					\$ 85,405.00		\$ 95,600.00		\$ 99,535.00		\$ 93,320.00		\$ 103,220.00		\$ 103,446.00		

BOARD APPROVED

BID TABULATION
CITY OF CLINTON
2000 WATER IMPROVEMENTS
HINDS COUNTY, MISSISSIPPI

BID DATE: Tuesday, June 19, 2001
BID TIME: 10:00 A.M.
BID PLACE: City Hall
300 Jefferson Street
Clinton, MS

CONTRACTOR

SURETY

Hempfling Construction Co., Inc.
Federal Insurance Company
02649

Granholm Digging Service, L.P.
U.S. Fidelity & Guaranty Co.
04423

Barnes, Banks & Associates, Inc.
Fidelity & Deposit Co. of Maryland
04885

Dale Construction, Inc.
Western Insurance Company
07347

Utility Contractors, Inc.
American Casualty Co. of Reading, PA
02939

Therwest Construction, Inc.
U.S. Fidelity & Guaranty Co.
02255

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
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PART G: HANNAH DRIVE

1.	Uncased Driveway Sidewalk at Miscellaneous Bore for 6" Line	L.F.	460	\$ 28.00	\$ 12,880.00	\$ 25.00	\$ 11,500.00	\$ 22.00	\$ 10,120.00	\$ 25.00	\$ 11,500.00	\$ 34.00	\$ 15,640.00	\$ 25.00	\$ 11,500.00
2.	Uncased Directional Street Service Bore	Each	13	140.00	1,820.00	450.00	5,850.00	410.00	5,330.00	420.00	5,460.00	350.00	4,550.00	280.00	3,640.00
	6" Asphalt Street Repairs (w/6" Crushed Limestone)	S.Y.	100	7.30	730.00	40.00	4,000.00	13.00	1,300.00	25.00	2,500.00	50.00	5,000.00	21.50	2,150.00
	6" PVC Water Main (C-900 - DR-18)	L.F.	1,400	9.50	13,300.00	7.00	9,800.00	9.00	12,600.00	850.00	1,190.00	7.00	11,200.00	23.22	32,712.00
6.	Excisting Fire Hydrant Removal, Reset & Connected to New Main	Each	2	960.00	1,920.00	700.00	1,400.00	600.00	1,200.00	2,700.00	1,350.00	2,700.00	2,600.00	1,885.00	3,770.00
7.	Excisting Fire Hydrant Assembly	Each	2	400.00	800.00	4,200.00	2,100.00	4,000.00	2,000.00	2,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00
8.	Hot Tap - 6" x 6" @ Kitching Drive	Each	2	1,700.00	3,400.00	750.00	1,500.00	5.50	3,850.00	10.00	7,000.00	4.00	2,800.00	5.53	3,871.00
9.	Connect Excisting Meter to New Service Line at Main	Each	24	150.00	3,600.00	200.00	4,800.00	100.00	2,400.00	470.00	11,280.00	200.00	4,800.00	144.00	3,456.00
10.	Solid Sod	S.Y.	700	3.00	2,100.00	6.00	4,200.00	5.00	3,500.00	3.00	2,100.00	3.50	2,450.00	6.10	4,270.00
TOTAL BID - PART G (Item Nos. 1-10)					\$ 41,200.00		\$ 49,700.00		\$ 48,100.00		\$ 60,090.00		\$ 54,965.00		\$ 74,539.00

PART H: MEADOW LAKE

1.	4" Asphalt Pavement Repairs (w/6" Crushed Limestone)	L.F.	670	\$ 15.50	\$ 10,385.00	\$ 14.00	\$ 9,380.00	\$ 6.50	\$ 4,355.00	\$ 25.00	\$ 16,750.00	\$ 34.00	\$ 22,780.00	\$ 10.92	\$ 7,316.40
2.	Select Trench Backfill (L.V.M.)	C.Y.	300	3.00	900.00	15.00	4,500.00	8.00	2,400.00	5.00	1,500.00	12.50	3,750.00	12.00	3,600.00
3.	6" PVC Water Main (C-900 - DR-18)	L.F.	675	19.80	13,365.00	8.50	5,737.50	12.75	8,606.25	14.50	9,787.50	15.00	10,125.00	27.53	18,582.75
4.	Fire Hydrant Assembly	Each	1	2,000.00	2,000.00	1,500.00	1,500.00	1,700.00	1,700.00	1,900.00	1,900.00	1,895.00	1,895.00	1,688.00	1,688.00
5.	Tie to Excisting Fire Hydrant w/All New Materials	Each	2	1,400.00	2,800.00	900.00	1,800.00	1,150.00	2,300.00	950.00	1,900.00	1,350.00	2,700.00	1,950.00	3,900.00
6.	Excisting Fire Hydrant Assembly	Each	2	1,400.00	2,800.00	900.00	1,800.00	1,150.00	2,300.00	950.00	1,900.00	1,350.00	2,700.00	1,950.00	3,900.00
7.	Hot Tap - 8" x 8" @ Old Vicksbury	Each	1	2,200.00	2,200.00	1,000.00	1,000.00	2,400.00	2,400.00	1,300.00	1,300.00	3,500.00	3,500.00	1,484.00	2,200.00
8.	Tie to Excisting 2" Line w/Gate Valve, Tap at New 2" Line	L.F.	1.5	1,500.00	2,250.00	500.00	750.00	6.00	9.00	10.00	15.00	15.00	22.50	37.50	45.00
9.	3/4" Copper Service Line	L.F.	300	4.75	1,425.00	4.50	1,350.00	6.00	1,800.00	10.00	3,000.00	4.00	1,200.00	5.53	1,659.00
10.	Connect Excisting Meter to New Service Line at Main	Each	10	82.00	820.00	250.00	2,500.00	100.00	1,000.00	470.00	4,700.00	200.00	2,000.00	144.00	1,440.00
11.	Uncased Directional Street Service Bore	Each	5	170.00	850.00	450.00	2,250.00	410.00	2,050.00	420.00	2,100.00	350.00	1,750.00	280.00	1,400.00
12.	Solid Sod	S.Y.	60	5.00	300.00	6.00	360.00	5.00	300.00	3.00	180.00	3.50	210.00	6.10	366.00
TOTAL BID - PART H (Item Nos. 1-12)					\$ 37,295.00		\$ 32,977.50		\$ 30,311.25		\$ 45,867.50		\$ 53,035.00		\$ 44,061.15

BOARD APPROVED

BID TABULATION
CITY OF CLINTON
2000 WATER IMPROVEMENTS
HINDS COUNTY, MISSISSIPPI

BID DATE: Tuesday, June 19, 2001
BID TIME: 10:00 A.M.
BID PLACE: City Hall
300 Jefferson Street
Clinton, MS

CONTRACTOR

SURETY

CERTIFICATE OF RESPONSIBILITY

Hampill Construction Co., Inc.
Federal Insurance Company
07449

Granville Electric Service, L.P.
U.S. Fidelity & Guaranty Co.
04431

Brown, Baskin & Associates, Inc.
Fidelity & Guaranty Co. of Maryland
04885

Deas Construction, Inc.
Federal Insurance Company
07487

Utility Constructors, Inc.
American Casualty Co. of Reading, PA
09595

Turner Construction, Inc.
U.S. Fidelity & Guaranty Co.
02355

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
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PART I: ALLOWANCES

1.	Testing Services	L.S.	1.5	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2.	Additional Work	L.S.	1.5	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
BID - PART I (Item Nos. 1-2)				\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00

GRAND TOTAL - PARTS A, B, C, D, E, F, G, H & I

\$ 326,300.00	\$ 342,585.00	\$ 371,531.25	\$ 378,815.00	\$ 396,355.00	\$ 434,367.20
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*Indicates mathematical error made by Contractor.

I hereby certify that I have verified all prices in each bid upon the units contained therein. This tabulation is a true and correct representation of all bids submitted.

Jerry L. Johnson
Jerry L. Johnson, P.E.
Registered Professional Engineer No. 6175
State of Mississippi

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 7, 2001

Agenda Item No. 11

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Professional Engineering Services Contract for Brighton Park. (Alford Engineering)	
Introduced by: Mike Taggart	Telephone No. 924-6082

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Hisaw
Seconded by: Brabham

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

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the **7th** day of **August** in the year **2001** between the Mayor and Aldermen of the **City of Clinton, Mississippi** (hereinafter referred to as the "**OWNER**"), and **Alford Engineering** (hereinafter referred to as the "**ENGINEER**") for the "**Project**" currently identified as "**Brighton Park**" to be located on approximately twenty (20) acres at the abandoned southwest sewage lagoon site off Clinton-Raymond Road. The proposed park concept is to include:

1. **Access Roadway** - from new frontage road to the site across Mississippi College/Pineview Baptist Church property. Road is to be gated with entrance enhancements.
2. **Tennis Courts** - a minimum of twelve lighted tennis courts meeting rules and guidelines of United Tennis Association. Fencing and spectator areas are required.
3. **Playgrounds** - to include age groups 2-4 years, 5-12 years, and the physically-challenged.
4. **Walking Trails** - throughout the park as appropriate.
5. **Sand Volleyball Courts** - Four courts.
6. **Programming Facility** - to include office space for secretary and park manager, conference room, programming room, pro shop, snack shop, vending room, restrooms (inside/outside), and storage.
7. **Maintenance Facility** - to provide storage and work areas for the equipment and materials necessary for this park.
8. **Pavilion** - for group activities.
9. **Open Play Area** - an open grassed play field.
10. **Lighting** - safety lighting as needed.

A.3 **ADDITIONAL SERVICES:** As defined in Part III, as follows:

Additional services rendered under Part III, Paragraph 1.3 shall be charged at the respective rates for each classification listed:

A.3.1 Principals time and employees time rendered shall be charged at the respective hourly rates which are to be revised annually:

<u>Classification</u>	<u>Hourly Rate</u>
Project Managers (P.E., A.I.A., A.S.L.A.)	\$85.00
Professional Engineer	75.00
Technician	50.00
Resident Project Representative	50.00
Clerical	30.00
Survey Crew	90.00
Professional Land Surveyor	65.00

The hourly rates include all supplies, equipment and incidentals normally consumed by each individual in the performance of his work.

A.3.2 Mileage charges allowed under this contract shall not exceed the mileage charges allowed by IRS regulations at the time the charge is incurred or the rate allowed by the State of Mississippi, whichever is lower. No local mileage will be charged.

A.3.3 **Reimbursable Expenses:** As defined in Article 4, shall be paid for at the actual cost billed the **ENGINEER** plus ten percent (10%).

PART III. TERMS AND CONDITIONS

Article 1. ENGINEER'S SERVICES:

1.1 MASTER PLAN:

The **ENGINEER** agrees to perform professional services in connection with the "**Project**" to develop a Master Plan for the proposed site to include consideration of the elements listed in the "**Scope of Services**". Preliminary plans with up to three (3) options will be provided for review and input from the **OWNER**. From these preliminary plans, the scope of the final Master Plan shall be selected. During development of the Master Plan, a maximum of three presentations will be made by the **ENGINEER's** team with an additional presentation of the final plan.

The plan will be developed by gathering information and input from the Mayor, Director of Parks & Recreation and the City Engineer as required.

1.2.2.2 Furnish to **OWNER** such documents and design data as may be required for, and assist in the preparation of, the required documents so that **OWNER** may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the "**Project**", and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.2.3 Advise **OWNER** of any adjustments to the latest opinion of probable "**Project**" cost caused by changes in extent or design requirements of the "**Project**" or construction costs and furnish a revised opinion of probable "**Project**" cost based on the Drawings and Specifications.

1.2.2.4 Prepare for review and approval by **OWNER**, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.2.5 Furnish the above documents and present and review them in person with **OWNER**.

1.2.3 **Construction Contract Documents Phase:**

After acceptance of the Final Design, the **ENGINEER** shall:

1.2.3.1 Prepare the required Contract forms including proposal forms and notice to bidders, drawings, technical specifications and other documents which are required to complete the Construction Contract Documents.

1.2.3.2 Furnish to the **OWNER** engineering data and documents so that the **OWNER** may secure approval from governmental authorities having jurisdiction over the "**Project**".

1.2.3.3 Advise the **OWNER** of any adjustments to previous **ENGINEER'S** Opinion of the Construction Cost when changes in requirements, general market conditions or other conditions so warrant.

1.2.3.4 At the **OWNER'S** request, assist the **OWNER'S** legal counsel in connection with his review of the Construction Contract Documents for their legally related aspects.

1.2.3.5 Furnish the Construction Contract Documents for the **OWNER'S** review and approval.

Construction Contract Documents, to correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by the **ENGINEER** shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.

1.2.5.5 Make recommendations to the **OWNER** on all claims relating to the execution and progress of the construction work. The **ENGINEER's** decisions in matters relating to the **ENGINEER's** designs shall be final.

1.2.5.6 Notify the **OWNER** of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the **OWNER** for its correction and, at the request of the **OWNER**, have recommendations implemented by the Contractor.

1.2.5.7 Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the **"Project"** and for general compliance with the Construction Contract.

1.2.5.8 Prepare change orders for the **OWNER'S** approval.

1.2.5.9 Conduct a construction progress review related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the **OWNER** a Certificate of Final Payment.

1.2.5.10 The **ENGINEER** shall not be responsible for the defects or omissions in the work result of the Contractors, or any Subcontractors, or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.

1.2.5.11 Prepare a set of reproducible record drawings conforming to construction records provided to the **ENGINEER**, made by the Contractor during the construction process.

1.2.5.12 **ENGINEER** shall secure approval of all local, state and federal regulatory agencies having jurisdiction over the activities in this **"Project"**.

Article 2. OWNER'S RESPONSIBILITIES:

The **OWNER** shall:

- 2.1 Provide to the **ENGINEER** all criteria, design and construction standards and full information as to the **OWNER'S** requirements for the "**Project**".
- 2.2 Designate in writing a person authorized to act as the **OWNER'S** representative. The **OWNER** or his representative shall receive and examine documents submitted by the **ENGINEER**, interpret and define the **OWNER'S** policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the **ENGINEER's** services.
- 2.3 Provide legal, accounting, and insurance counseling services necessary for the "**Project**", legal review of the Construction Contract Documents, and such auditing services as the **OWNER** may require to account for expenditures of sums paid to the Contractor.
- 2.4 Furnish above services at the **OWNER'S** expense and in such manner that the **ENGINEER** may rely upon them in the performance of his services under this Agreement.
- 2.5 Obtain bids or proposals from contractors for work relating to this "**Project**" and bear all costs relating thereto.
- 2.6 Protect and preserve all survey stakes and markers placed at the "**Project**" site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2.7 Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER's** services under this Agreement.
- 2.8 Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the "**Project**" or other event which may substantially affect the **ENGINEER's** performance of services under this Agreement.
- 2.9 Compensate the **ENGINEER** for services rendered under this Agreement.
- 2.10 The **OWNER's** obligation to furnish the above items are to be extent the City reasonably determines that item is necessary for the **ENGINEER** to perform its work.

Article 3. REIMBURSABLE EXPENSES:

- 3.1 Reimbursable Expenses are in addition to compensation to the **ENGINEER** for Basic and Additional Services and include expenditures made by the **ENGINEER**, his employees or his consultants in the interest of the "**Project**". Reimbursable Expenses include but are not limited to:
 - 3.1.1 Expense of transportation, subsistence and lodging when traveling in connection with the "**Project**".

5.3 **Miscellaneous:**

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party.

5.4 **Extent of Agreement:**

This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.

5.5 **Governing Law:**

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the **ENGINEER**.

5.6 **General:**

5.6.1 Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

5.6.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

5.6.3 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

5.6.4 The **ENGINEER** has not been retained or compensated to provide design or construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

5.6.5 The **ENGINEER** intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the "**Project**" and makes no warranty either express or implied.

5.6.6 Any Opinion of the Construction Cost prepared by the **ENGINEER** represents his judgment as a design professional and is supplied for the general guidance of the **OWNER**.

The **OWNER** will require that any Contractor of sub-contractors performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the **OWNER** and the **ENGINEER**, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (sub-contractor's) negligence in the performance of the work described in the construction Contract Documents, but not including liability that may be due to the sole negligence of the **OWNER**, the **ENGINEER**, their consultants or their officers, agents and employees.

6.2 **Construction Cost:**

6.2.1 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by both the **OWNER** and **ENGINEER** and shall include a ten percent bidding contingency unless another amount is agreed upon in writing. When such fixed limit is established the **ENGINEER** shall be permitted to determine what materials, equipment, component systems, types of construction and alternative bid items are to be included in the Construction Contract Documents, and to make reasonable adjustments in the scope of the "**Project**" to bring it within the fixed limit. Acceptance by the **OWNER** of a revised Opinion of Construction Cost in excess of the fixed limit shall constitute a corresponding increase in the fixed limit of Construction Cost.

6.2.2 After completion of the Construction Contract Documents Phase, if the bidding or negotiating phase does not commence within six months, any fixed limit of the Construction Cost shall be adjusted to reflect general construction industry price level increases occurring between the date of **ENGINEER**'s submittal to the **OWNER** of the final Construction Contract Document and the date on which bids or proposals are sought.

6.2.3 If the lowest bona fide bid or the **ENGINEER**'s Opinion of the Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the **OWNER** shall (1) give written approval for an increase in such fixed limit, (2) authorize re-bidding within a reasonable time, or (3) cooperate in revising the "**Project**" scope and quality as required to reduce the Construction Cost. In the case of (3) the **ENGINEER**, without additional charge, shall modify the Construction Contract Documents, as the **ENGINEER** deems necessary, to bring the Construction Cost within the fixed limit. The providing of this service once shall be the limit of the **ENGINEER**'s responsibility in this regard, and having so performed this service the **ENGINEER** shall be entitled to his compensation in accordance with this Agreement.

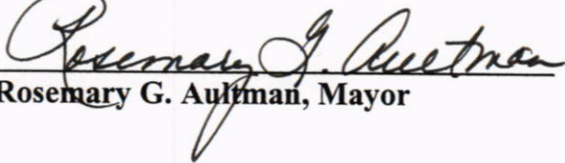
6.3 **Resident Project Representative:**

6.3.1 If requested by the **OWNER** or recommended by the **ENGINEER** and approved in writing by the **OWNER**, the **ENGINEER** shall provide one or more full time Resident Project Representatives to assist the **ENGINEER** in order to render more extensive representation at the "**Project**" site during the construction phase. Such resident construction review services shall be paid for by the **OWNER** as additional services as defined within this Agreement. The limits of the authority, duties and responsibilities of a Resident Project Representative shall be described before such services begin by written instruments and made a part of this Agreement.

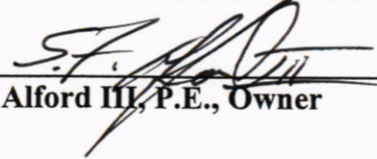
PART IV: ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on the day and year first above written.

OWNER: CITY OF CLINTON


Rosemary G. Aultman, Mayor

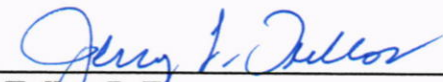
ENGINEER: ALFORD ENGINEERING


S. F. Alford III, P.E., Owner

ATTEST:


Wayne Derrick, City Clerk

ATTEST:


Jerry L. Tullos, P. E.

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 7, 2001

Agenda Item No. 12

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

Discussion/Action: Appointment of J. D. Mauldin to P & R Advisory Board	
Introduced by: Tony Greer, Alderman, Ward 2	Telephone No.

Exhibits for Review:

3 year appt

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

Recommendation:

Board Action:

Motion made by: Greer
 Seconded by: Lott

Vote Cast:	“Aye”:	“Nay”:	Action Taken:
Brabham		_____	_____
Hisaw		_____	_____
Greer		_____	_____
Brantley		_____	_____
Fisher		_____	_____
Touchton		_____	_____
Lott	✓	_____	_____
Mayor Aultman	_____	_____	_____

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

JOHN D. MAULDIN

601 Cabernet Drive

• Clinton, Mississippi 39056 •

(601) 925-0027 •

mauldin@jam.rr.com

LEADERSHIP EXPERIENCE

- 2000 – Present** Deputy Program Manager, Computer Sciences Corporation, Vicksburg, Mississippi
1999 – 2000 Owner, Advanced Information Systems, Huntsville, Alabama
1998 - 1999 Chief Operating Officer, Sword Microsystems, Huntsville, Alabama
1992 - 1997 Division Director, Nichols Research Corporation, Huntsville, Alabama.
1988 - 1992 Manager, Nichols Research Corporation, Huntsville, Alabama.

1997 - 1999 Chairman, Huntsville National League Board of Directors, City of Huntsville Parks and Recreation.
1999 - 2000 Secretary, Rocket City Kicks Football Club, Huntsville, Alabama.
1996 - 1997 President, Huntsville National League Softball, City of Huntsville Parks and Recreation.
1990 - 1994 President, North Alabama Habitat for Humanity.
1988 - 1990 Volunteer Coordinator, North Alabama Habitat for Humanity.

TECHNICAL EXPERIENCE

- 1986 - 1988** Member of the Technical Staff, Nichols Research Corporation, Huntsville, AL.
1984 - 1986 Electronic Engineer, National Security Agency, Fort George G. Meade, MD.
1986 - 1986 Part - Time Faculty Member, Prince George's Community College, Largo, MD.
1981 - 1984 Research and Teaching Assistant, Mississippi State University, Mississippi State, MS.
1978 - 1981 Electrical Engineer, RCA Missile and Surface Radar, Moorestown, NJ.
1976 - 1978 Computer Programmer, USDA Boll Weevil Research Laboratory, Starkville, MS.

EDUCATION

- Master of Science, Computer Science, Mississippi State University, 1984.
 Bachelor of Science, Electrical Engineering, Mississippi State University, 1978.

BIOGRAPHY

Mr. Mauldin has a history of community service and organizational involvement. He recently served as the Chairman of the Board of Directors for the City of Huntsville, Alabama Parks and Recreation Department's National League Program. In this position he provided leadership for a non-profit organization providing family-oriented athletic and recreational programs serving approximately 20,000 families in Huntsville's Southeast neighborhoods. As President of the Board of Directors for North Alabama Habitat for Humanity, Mr. Mauldin presided over an all-volunteer board of directors and led the non-profit organization's efforts to build low-cost houses in Huntsville and Madison County, Alabama. Under his leadership, the organization grew from an organization affiliated in 1985 and having built only one house by 1989 to an organization that had completed over 25 houses by the end of 1994. Through oversight and involvement in all program activities, Mr. Mauldin has direct experience in strategic planning, fundraising and operational leadership for non-profit organizations.

Mr. Mauldin is employed by Computer Sciences Corporation, a global provider of information technology services. He is currently serving as Deputy Program Manager for CSC's High Performance Computing Modernization Program at the Engineer Research and Development Center in Vicksburg, Mississippi. In this position, he is responsible for daily operations of the center as well as for leading strategic planning activities for future growth. Doing business as Advanced Information Systems, Mr. Mauldin offered consulting services in the areas of eBusiness strategies and business process analysis and re-engineering. He also led strategic planning activities for several community service organizations including Huntsville Hospice and the Madison County Botanical Gardens. As Chief Operating Officer and Vice President for Technology Development for Sword Microsystems, Mr. Mauldin provided technical leadership and daily management of operations for a high-technology start-up company providing manufacturing workflow automation products and developing worldwide web technologies.

Mr. Mauldin attends First Methodist Church in Clinton with his wife, Karen, and three children, Anna, Becca, and Ali. Prior to moving, Mr. Mauldin was an active member of First Christian Church (Disciples of Christ) in Huntsville, Alabama. He served as Deacon from 1992 through 1993. He was identified as an Elder in 1995 and served as Chairperson of the Elders for 3 years.

References Provided on Request

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 7, 2001

Agenda Item No. 13.

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Amendment to City Water Ordinance	
Introduced by: Rosemary Aultman, Mayor	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: Public Service
Announcement
in Clinton News.

Recommendation:

Board Action:

Motion made by: Greer
Seconded by: Brantley

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

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

ALDERMEN

Tony Hisaw
Ward One

Tony M. Greer
Ward Two

Clint Brantley
Ward Three

Phil Fisher
Ward Four

City of Clinton Mississippi

Rosemary Aultman, Mayor

ALDERMEN

Herb Touchton
Ward Five

Sharbert K. Lott
Ward Six

Jehu Brabham
Alderman-At-Large

W. Wayne Derrick
City Clerk

MEMO TO: Board of Aldermen
Ken Dreher, City Attorney
All Department Heads

FROM: Rosemary Aultman, Mayor

DATE: August 2, 2001

RE: Amendment to City Water Ordinance

Attached is a proposed amendment to the City Water Ordinance. The second italicized paragraph contains items previously discussed for proposed changes in the Ordinance that will affect the water/sewer charges.

If you have any questions, please let me know.

- S. All water/sewer bills will be due and payable by the 10th day of each month; unless paid by the 19th day of the month, the Public Works Director shall be authorized to cut-off service and same shall not be restored until entire bill and turn on fee is paid in full.

All water/sewer bills will be due and payable by the 10th of each month. If such bills are not paid by 5:00 p.m. on the 19th day of each month, or if the 19th falls on a weekend or holiday, then by 5:00 p.m. on the last business day prior to the 19th a late fee of \$15 will also be assessed. Such late fee will be assessed for each month that payment is not received by the date set out.

- T. Water service CUT-OFF will be on the 20th day of each month unless all water/sewer amounts have been paid in full on the 19th.

Water service CUT-OFF will be on the 20th day of the second month of non-payment.

- U. If the 20th day of the month shall fall on Saturday or Sunday, cut-off will be on the following Monday.

If the 20th day of the month falls on a Saturday, Sunday or legal holiday, cut-off will be on the next business day.

- V. There will be a re-connect fee for all accounts that have been turned off for non-payment.

There will be a re-connect fee of \$20 during regular business hours and \$40 after regular business hours for all accounts that have been turned off for non-payment. Regular business hours for the City are 8:00 a.m. – 5:00 p.m. except on weekends and holidays.

- W. There will be a re-connect fee for each time an account has been turned back on by the consumer without the proper authority. Re-connect will be \$15.

All reconnections must be made by an authorized agent of the City. Any other reconnection will result in an additional fee of \$30 chargeable to the consumer in whose name the meter is registered.

- X. If after two (2) months an account is not paid in full water service will be discontinued until the account is paid in full to include water sewer charges and all late, re-connect fees and any other applicable fees.

- Y. There will be a service charge of \$10 on all RETURNED CHECKS for insufficient funds.

There will be a service charge of \$25 for all RETURNED CHECKS for insufficient funds.

- Z. There will be a late charge of \$10 on all service accounts that are paid on the 20th day before the water is actually cut-off by the Public Works Department.

There will be an additional late charge of \$20 on all service accounts that are paid on the 20th day before the water is actually cut-off by the Public Works Department.

- AA. If the Meter fails to register during any month, then the bill shall be estimated according to the average quantity of water correctly registered for the three (3) preceding months.
- BB. Any person who shall violate any rule or regulation of the Ordinance or who shall tamper with any water meter, meter box, curb stop, re-connect their water after having filed proper application, or have tampered to any pipe or main, or water tank, of the City of Clinton without proper authority shall be guilty of a misdemeanor, and on conviction shall be fined not less than \$35 nor more than \$500, or imprisoned not exceeding thirty (30) days, either or both, or at the discretion of the Court. Failure or refusal of any person to permit inspection of plumbing work in case of installation or extension of water service pipes or fixtures shall involve him in the same crime and the like penalty as above.

SECTION THREE
SCHEDULE OF DEPOSITS

The following sums shall be due and payable as a deposit at the time application is made for water service:

5/8" and 3/4" meters serving residences - - - - -	\$ 35
5/8" and 3/4" meters serving other than residences - - - - -	\$ 50
1" meters serving any consumer - - - - -	\$ 75
1-1/2" meters serving any consumer - - - - -	\$150
2" meters serving any consumer - - - - -	\$250

SECTION THREE
SCHEDULE OF DEPOSITS

The following sums shall be due and payable as a deposit at the time application is made for water service:

	<u>Currently</u>	<u>Proposed</u>
5/8" and 3/4" - residences - - - - -	\$ 45	\$100
5/8" and 3/4" - other than residences - - - - -	\$ 60	\$100
1" (any consumer) - - - - -	\$ 85	\$125
1 1/2" (any consumer) - - - - -	\$160	\$200
2" (any consumer) - - - - -	\$260	\$300

**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI, AMENDING CERTAIN
RULES, REGRULATIONS AND FEES RELATED TO THE WATER
SYSTEM OF THE CITY OF CLINTON AND FOR RELATED PURPOSES**

WHEREAS, by action of the Mayor and Board of Aldermen of the City of Clinton taken at the regular meeting of the Mayor and Board of Aldermen on November 5, 1985, certain Waterworks Rules and Regulations were adopted; and,

WHEREAS, changes in circumstances, and the passage of time require that certain changes be made to amend said Waterwork Rules and Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the Waterwork Rules and Regulations previously adopted be amended as follows:

Section 1

Items S, T, U, V, W, X, Y and Z are hereby deleted and repealed and the following inserted to replace the deleted sections:

- S. If such bills are not paid by 5:00 p.m. on the 19th day of each month, or if the 19th falls on a weekend or holiday, then by 5:00 p.m. on the last business day prior to the 19th, a late fee of \$15.00 will also be assessed. Such late fee will be assessed for each month that payment is not received by the date set out.
- T. Water service CUT-OFF will be on the 20th day of the second month of non-payment.
- U. If the 20th day of the month falls on a Saturday, Sunday or legal holiday, cut-off will be the next business day.
- V. There will be a re-connect fee of \$20 during regular business hours and \$40 after regular business hours for all accounts that have been turned off for non-payment. Regular business hours for the City are 8:00 a.m. – 5:00 p.m. except on weekends and holidays.
- W. All reconnections must be made by an authorized agent of the City. Any other reconnection will result in an additional fee of \$30 chargeable to the consumer in whose name the meter is registered.

- X. If after two (2) months an account is not paid in full water service will be discontinued until the account is paid in full to include water sewer charges and all late, re-connect fees and any other applicable fees.
- Y. There will be a service charge of \$25 for all RETURNED CHECKS for insufficient funds.
- Z. There will be an additional service charge of \$20 on all service accounts that are paid on the 20th day of the month before the water is actually cut-off by the Public Works Department.

Further, the schedule of deposits for the Clinton Waste System shall be amended to the following:

Schedule of Deposits

The following sums shall be due and payable as a deposit at the time application is made for water service:

	<u>Proposed</u>
5/8" and 3/4" – residences	\$100
5/8" and 3/4" – other than residences	\$100
1" (any consumer)	\$125
1 1/2" (any consumer)	\$200
2" (any consumer)	\$300

Section 2

This Ordinance shall take effect and be in force from and after the first day of October, 2001.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 7TH day of AUGUST, 2001.

A Motion for adoption was made by Alderman GREER and seconded by Alderman BRANTLEY and the foregoing Ordinance having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Aldermen that the Ordinance be read

by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham:	<u>YES</u>
Alderman Hisaw:	<u>YES</u>
Alderman Greer:	<u>YES</u>
Alderman Brantley:	<u>YES</u>
Alderman Fisher:	<u>YES</u>
Alderman Touchton:	<u>ABSENT</u>
Alderman Lott:	<u>YES</u>

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

The foregoing Ordinance was approved this the 7TH day of AUGUST, 2001.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

By: W. Wayne Derrick
W. WAYNE DERRICK, City Clerk

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 7, 2001

Agenda Item No. 14.

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Amendment to Olde Towne District Ordinance	
Introduced by: Rosemary Aultman, Mayor	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Fisher
Seconded by: Lott

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u>7</u>	_____	_____
Hisaw	<u>7</u>	_____	_____
Greer	<u>7</u>	_____	_____
Brantley	<u>7</u>	_____	_____
Fisher	<u>7</u>	_____	_____
Touchton	<u>7</u>	_____	_____
Lott	<u>7</u>	_____	_____
Mayor Aultman	_____	_____	_____

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

ALDERMEN
Tony Hisaw
Ward One
Tony M. Greer
Ward Two
Clint Brantley
Ward Three
Phil Fisher
Ward Four

City of Clinton Mississippi

Rosemary Aultman, Mayor

ALDERMEN
Herb Touchton
Ward Five
Sharbert K. Lott
Ward Six
Jehu Brabham
Alderman-At-Large
W. Wayne Derrick
City Clerk

MEMO TO: Board of Aldermen
Ken Dreher, City Attorney
All Department Heads

FROM: Rosemary Aultman, Mayor

DATE: August 2, 2001

RE: Amendment to City Olde Towne Ordinance

Attached is a proposed amendment to the Olde Towne District Ordinance. The second italicized paragraph is the proposed amendment which relates to maintaining contiguous residential areas.

If you have any questions, please let me know.

ARTICLE XIV

OLDE TOWNE CLINTON DISTRICT (OTC)

SECTION 1400 – PURPOSE OF THIS DISTRICT

In accordance with the adopted Goals and Objectives element of the Comprehensive Plan for the City of Clinton, the purposes of this district are: (1) to preserve the character of Olde Towne Clinton by preventing the location of inappropriate land uses and by prohibiting incompatible architectural design in that area; and (2) to promote the development of Olde Towne Clinton as one of the major focal points of community life. This district is intended to encourage the development of selected commercial activities that are compatible with historic structures, single-family detached residences and public/quasi-public sector uses. Uses first permitted in C-2 General Commercial districts, C-3 Major Thoroughfares Commercial districts, or C-4 Adult Entertainment districts shall not be permitted here.

Notwithstanding the previous paragraph, it is the stated objective of the City of Clinton to encourage continued use of the existing residential structures for residential use. To that end, existing residential structures should remain for residential use absent a showing of financial hardship by the owner of each residential property. Residential use shall be considered the priority use of property within the Olde Towne Clinton District.

Within this district any person proposing the construction of new structures, reconstruction or relocation, exterior architectural alterations, or additions to existing structures (as “structures” are defined by this Ordinance) shall comply with the site plan review requirements of this Ordinance and other requirements of the Historic Preservation Ordinance of the City of Clinton. Historical replications of a particular architectural style, such as Victorian or other commonly recognized style, are encouraged.

A “Historic Preservation Commission”, established by the Historic Preservation Ordinance, shall make recommendations to the Planning Commission and other commissions or boards, as appropriate, regarding any proposed development (expansion, relocation or reconstruction, exterior architectural alterations, or new construction) in the OTC district. The Historic Preservation Commission shall make recommendations regarding dimensional requirements, architectural features, landscaping and other matters relating to the OTC district.

**MOTION TO SET PUBLIC HEARING TO AMEND ZONING ORDINANCE BY
AMENDING SECTION 1400, ARTICLE XIV**

I move that, pursuant to the Zoning Ordinance of the City of Clinton, a public hearing be set, as required, to amend the Zoning Ordinance by amending Section 1400, Article XIV as set out below and that said hearing take place on August 28, 2001, or as soon thereafter as possible before the Planning Commission.

AMENDMENT TO ZONING ORDINANCE

Section 1400, Article XIV, Olde Towne Clinton District is amended by inserting, after the first full paragraph, the following language:

Notwithstanding the previous paragraph, it is the stated objective of the City of Clinton to encourage continued use of the existing residential structures for residential use. To that end, existing residential structures should remain for residential use absent a showing of financial hardship by the owner of each residential property. Residential use shall be considered the priority use of property within the Olde Towne Clinton District.

The foregoing Motion, having been reduced to writing, Alderman Phil Fisher moved that said Motion be adopted. Alderman Sharbert Lott seconded. The vote was as follows:

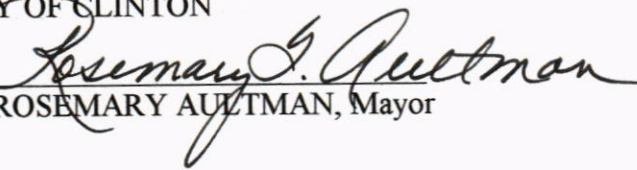
Alderman Brabham voted:	Aye
Alderman Hisaw voted:	Aye
Alderman Greer voted:	Aye
Alderman Brantley voted:	Aye
Alderman Fisher voted:	Aye
Alderman Touchton voted:	Absent
Alderman Lott voted:	Aye

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

The foregoing ordinance was approved this the 7th day of August 2001.

CITY OF CLINTON

BY:


ROSEMARY AULTMAN, Mayor

ATTEST:


WAYNE DERRICK, City Clerk

