

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 6, 2000 - 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 Aldermen Brantley followed by the Pledge of Allegiance to the Flag led by Alderman DePriest.

ROLL CALL - Deputy 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
 Herb Touchton - Alderman Ward 5
 Sharbert Lott - Alderman Ward 6
 Ken Dreher - City Attorney
 Wayne Derrick - Deputy Clerk

Absent:

APPROVAL OF CONSENT AGENDA ITEMS A-GG

MOTION made by Alderman Fisher and **SECONDED** by Alderman Lott to approve Consent Agenda Items A-GG listed on page 842-843 of this Minute Book AA.

APPROVAL OF PLANNING & ZONING ITEMS FOR PRELIMINARY SITE PLAN - 102 W. LAWSON STREET

Upon recommendation of the Planning & Zoning Board and Zoning Administrator Gary Ward **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the preliminary site plan for said location. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PLANNING & ZONING ITEMS FOR EXTERIOR RENOVATIONS TO CITY HALL

Upon recommendation of the Planning & Zoning Board and Zoning Administrator Gary Ward **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve the exterior renovations to City Hall. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PLANNING & ZONING ITEMS FOR PRELIMINARY SITE PLAN FOR RIDGELAND INN

Upon recommendation of the Planning & Zoning Board and Zoning Administrator Gary Ward, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to approve the preliminary site plan for said location. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PRESENTATION AND ACCEPTANCE OF 1998-99 AUDIT REPORT

Upon recommendation of City Comptroller Wayne Derrick, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Brabham to accept the 1998-99 Audit Report. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF SOUTHSIDE SEWER IMPROVEMENTS – CONTRACT NO. 1 – CONTRACT CHANGE ORDER NO. 1

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Lott to approve Contract No.1 – Contract Change Order No. 1. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CONTRACT FOR ENGINEERING SERVICES FOR WGK, INC. – NATCHEZ TRACE PARKWAY VISITOR'S CENTER

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Touchton to approve the contract for engineering services for Williford, Gearhart & Knight, Inc., Natchez Trace Parkway Visitor's Center. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF LEASE AGREEMENT FOR SPRINGRIDGE ROAD PROPERTY – BMX TRACK

MOTION made by Alderman Lott and **SECONDED** by Alderman Brantley to approve the lease agreement with the Clinton School District for the Springridge Road Property – BMX Track. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVAL OF MOTION FOR THE HOBBY FARMS – BANKS ROAD SEWER PROJECT

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to approve the Motion for the Hobby Farms – Banks Road Sewer Project authorizing the City to begin process to secure necessary sewer easement from Earnest Chappell and Michelle F. Chappell. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO CONSIDER ENTERING AN EXECUTIVE SESSION – PERSONNEL ISSUES

MOTION made by Alderman Fisher and **SECONDED** by Alderman Brantley to enter an executive session to discuss personnel issues. **MOTION CARRIED UNANIMOUSLY**

ENTER EXECUTIVE SESSION

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to enter executive session for stated purpose. **MOTION CARRIED UNANIMOUSLY**

EXIT EXECUTIVE SESSION

MOTION made by Alderman Touchton and **SECONDED** by Alderman Brabham to exit executive session. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderman Brabham and **SECONDED** by Alderman DePriest to accept the resignation of City Clerk Nelson Byrd effective June 15, 2000 and to pay him for all verified accrued vacation time up to 388.25 hours and any other earned benefits as provided for under the City's

Personnel Policy. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:12 P.M.

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

Copy of Agenda can be found on page 842-843 of this Minute Book AA.

APPROVED:

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

June 16, 2000
Date

ATTEST:

W. Derrick
Wayne Derrick, Deputy Clerk

June 16, 2000
Date

SEAL:





66

2001 ADVERTISING CONTRACT FOR MISSISSIPPI JUNIOR MISS PROGRAM, INC.

Any questions concerning this advertising contract may be directed to: Michele or Hampton Thames.
Night: 601-483-2758; Day: Michele, 601-484-8696; Hampton, 601-484-5243

PLEASE PRINT:

Company Name

City of Clinton

Company Contact

Rosemary Auttman

Title

Mayor

Billing Address

P.O. Box 156, Clinton, MS 39060

Phone Number

601-924-5462

Size of ad: ☐ full page \$450 ☒ 1/2 page \$250 ☐ 1/4 page \$125 ☐ 1/8 page \$75This is a: ☐ New Ad ☒ Pick-up Ad From Last Year ☐ Make changes below**Ad Placement & Copy Deadline: June 9, 2000**

Make checks payable & mail to: Mississippi Junior Miss Program, Inc., Attn: Ad Sales, P.O. Box 582, Meridian, MS 39302

Camera ready black and white logo art ad/or photographs MUST be scotch taped to this contract in the space below (DO NOT STAPLE!). To ensure correct labeling, the individual must be identified on the back of the photo in ballpoint pen. Include name and local program they are representing.

In the space provided below please PRINT what you wish your ad to say.

Do Not Write Below This Line

Contract Sold By _____

Date _____

Date Received by MS Junior Miss _____

☐ Payment Enclosed

Check # _____

Amount \$ _____

☐ Bill

Initials _____

Best Wishes to our own

LINDSEY BOX

Clinton Junior Miss

in the

Mississippi Junior Miss

Pageant

"A Mississippi Most Livable City"

Rosemary G. Aultman, Mayor

* PROPOSED 12X12 STORAGE BUILDING

Johnnie Lou Baxter

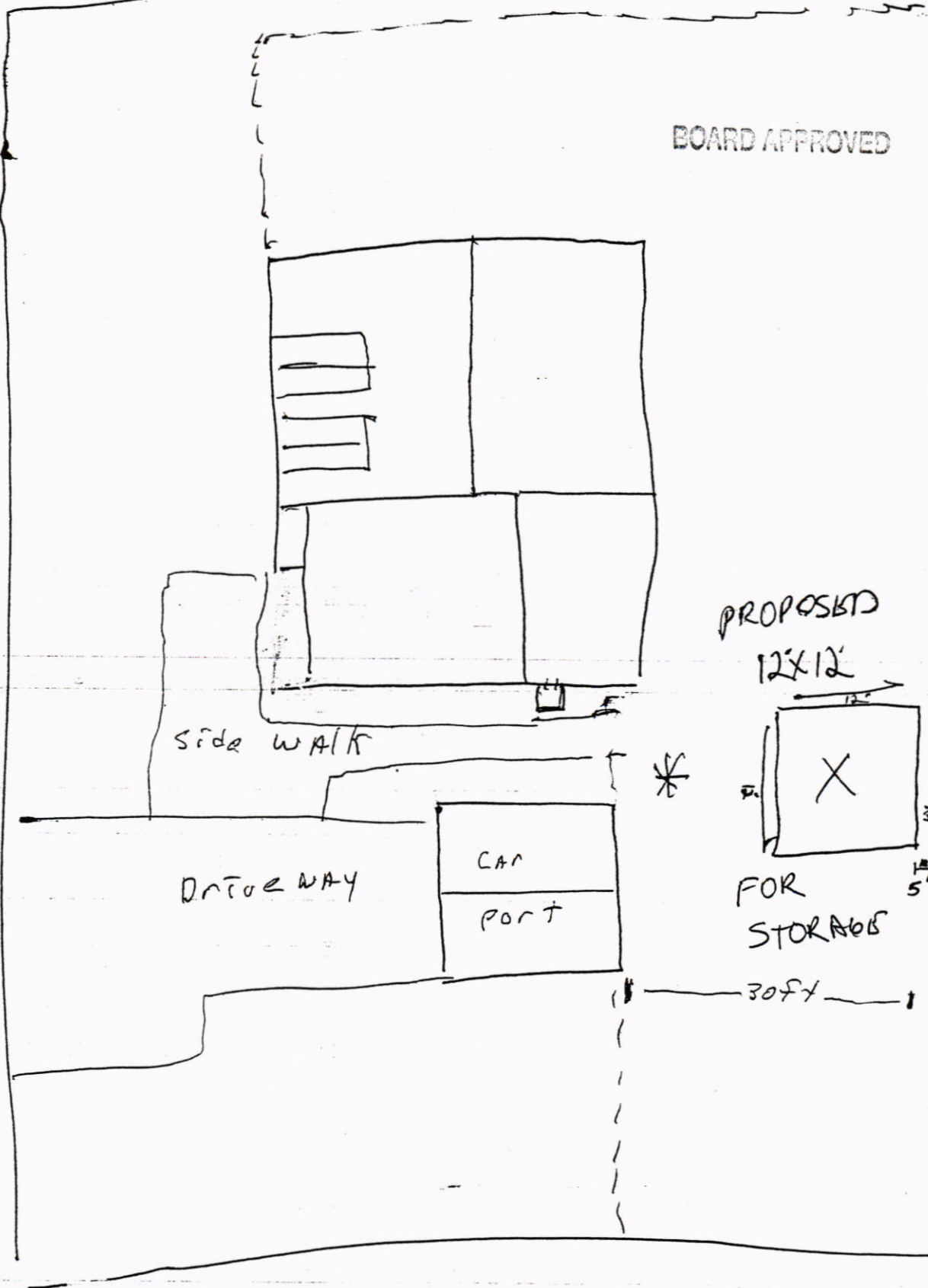
102 W. LAWSON

Clinton, MS. 39051

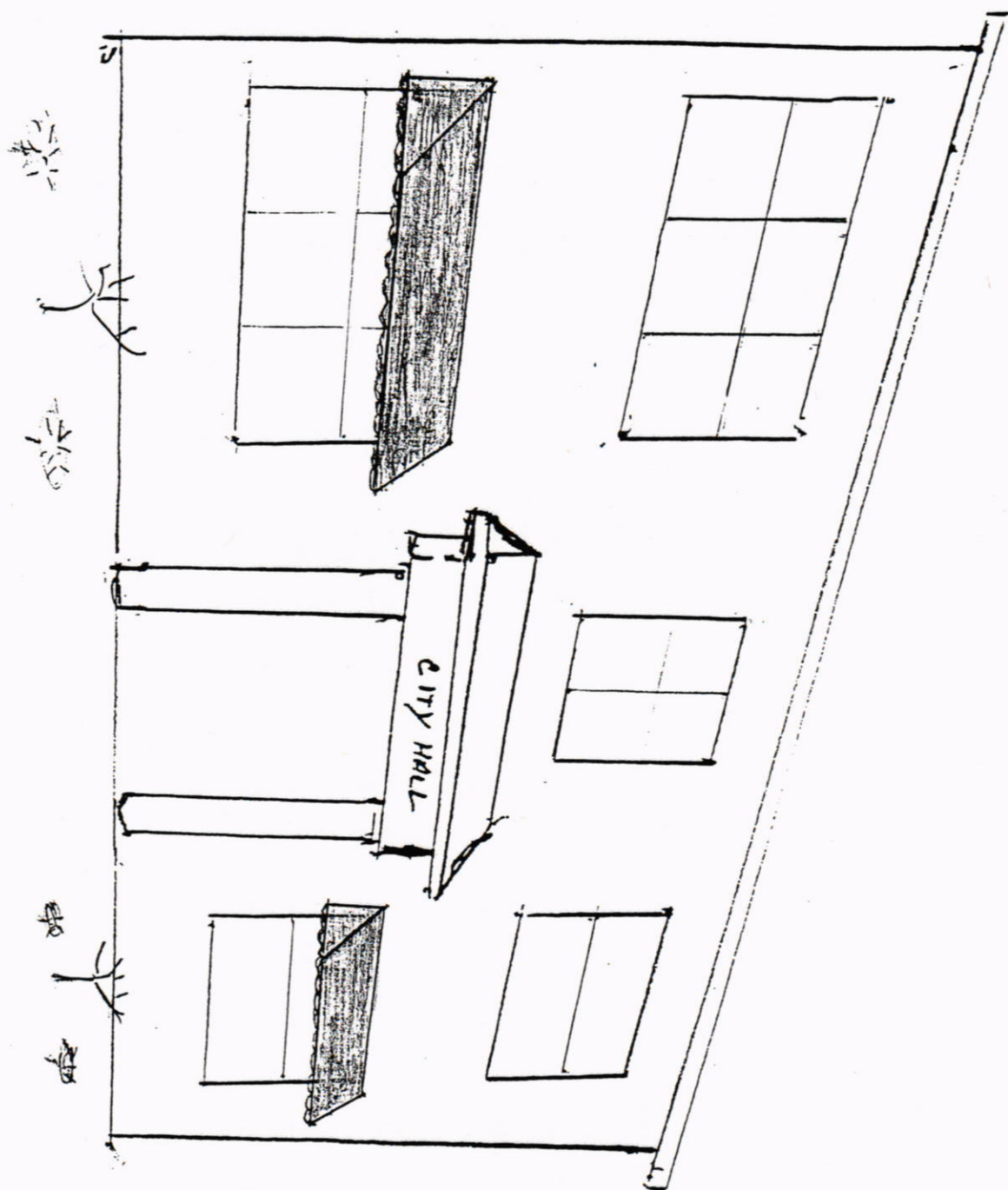
Phone: 924-1427

102 W. LAWSON

BOARD APPROVED



* The Existing metal storage building has rusted out + is falling down. will be wood + have windows + painted white to match the house.

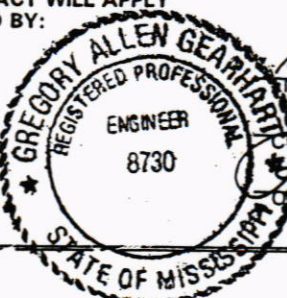


BOARD APPROVED

Property of
FRENCH HUNTING Co.
4/25/00

The 1998-1999 Audit Report is included by reference.

CONTRACT CHANGE ORDER

OWNER:	City of Clinton, Mississippi				
CONTRACTOR:	Hemphill Construction Co., Inc., P.O. Drawer 879, Clinton, MS 39056				
DATE:	May 18, 2000	SRF No.	C2808 05-02		
CHANGE ORDER NUMBER:	1	CONTRACT NUMBER:	1		
PROJECT NAME:	Southside Sewer Improvements				
REASON FOR CHANGE:	Item #1: Upsized sewer pipe per Contractor's Request Item #2: Deleted boots to maintain 72" diameter manholes Item #3: Increase valve pit diameter to accommodate spacing requirement of check valves Item #4: Open cut road instead of road bore at direction of City of Clinton				
Item No.	Description of Change(s) (Quantities, Etc.)	Unit Qty.	Unit	Unit Price	Total Cost
1	Replace all 18" SDR class sewer pipe with 21" closed profile pipe meeting specification section 02720A paragraph 2.04 B. (Vylon Pipe). Upgrade steel casing, casing spacers, and end seals, for bores to accept 21" pipe as req'd.	1	L.S.	0.00	0.00
2	Remove all 36" diameter flexible boots from 72" diameter manholes. 36" diameter sewer pipe to be grouted in to 72" manholes in lieu of flexible boot connections.	1	L.S.	0.00	0.00
3	Install 84" diameter precast valve pit at pump station in lieu of 72" diameter valve pit.	1	L.S.	3,326.57	3,326.57
4	AB5 - 30" Steel Casing AB30 - 18" PVC Sewer, 12' - 14' AB61C - Open cut road crossing in Oakhurst subdivision. Cost includes removal and disposal of existing asphalt, road base, and concrete curb and gutter, installation of sewer pipe and bedding material, and installation and compaction of backfill. City of Clinton to replace road base, asphalt and curb and gutter.	(50) (90) 1	L.F. L.F. L.S.	400.00 30.00 12,700.00	(20,000.00) (2,700.00) 12,700.00
TOTAL CONTRACT CHANGE					(6,673.43)
				TOTAL	TOTAL COST
ORIGINAL CONTRACT AMOUNT: (As Bid)					3,537,108.50
CURRENT CONTRACT AMOUNT:					3,537,108.50
THIS CONTRACT CHANGE:					(6,673.43)
REVISED CONTRACT AMOUNT:					3,530,435.07
CURRENT CONTRACT COMPLETION DATE:				Jan. 20, 2001	Jan. 20, 2001
TIME EXTENSION REQUIRED BY CHANGE:				0 Days	0 Days
REVISED CONTRACT COMPLETION DATE:				Jan. 20, 2001	Jan. 20, 2001
THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE ABOVE REFERENCED CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY					
RECOMMENDED BY:					
ACCEPTED BY:	 Gregory Allen Gearhart, P.E.			5/15/00 DATE	
APPROVED BY:	Hemphill Construction Co., Inc. [Signature]			5-22-00 DATE	
	City of Clinton [Signature]			6/6/00 DATE	



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.

REVISED

City of Clinton
Post Office Box 156
Clinton, MS 39060

Invoice Number: **6380**

Project Number: **E99-288**

Attn: Richard Broome, City Engineer

Invoice Date: **05/18/00**

FOR PROFESSIONAL SERVICES RENDERED

March and April

Surveying and engineering services related to designing a sewer crossing of Highway 80 near Sunrise Drive to relieve upstream surcharges.

PRINCIPAL	8.50 hrs.	@	\$95	\$807.50
ENGINEER	9.00 hrs.	@	\$75	\$675.00
CLERICAL	7.75 hrs.	@	\$25	\$193.75
COMPUTER AIDED DESIGN (CAD)	1.50 hrs.	@	\$15	\$22.50
TOTAL DUE THIS INVOICE				\$1,698.75

Total Previous Invoices - \$7,320.00

Net Due in 30 Days

Please Pay By Invoice Number

Thank You



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.

REVISED

City of Clinton
Post Office Box 156
Clinton, MS 39060

Invoice Number: **6381**

Project Number: P2000-189

Attn: Richard Broome, City Engineer

Invoice Date: 05/18/00

FOR PROFESSIONAL SERVICES RENDERED

April-00

Mapping and clerical services related to developing a list of current addresses in the City for use in determining possible misdirected tax revenues.

PRINCIPAL	1.25 hrs.	@	\$95	\$118.75
ENGINEERING ASSISTANT	6.00 hrs.	@	\$65	\$390.00
DATA INPUT	48.50 hrs.	@	\$15	\$727.50
TOTAL DUE THIS INVOICE				\$1,236.25

Total Previous Invoices - \$0.00

Net Due in 30 Days

Please Pay By Invoice Number

Thank You

**CONTRACT FOR ENGINEERING SERVICES
AGREEMENT**

This is an AGREEMENT, entered into this 8th day of June 2000, by and between WILLIFORD, GEARHART & KNIGHT, INC., ENGINEERS & SURVEYORS (hereinafter designated as the ENGINEER) and the CITY OF CLINTON, MISSISSIPPI (hereinafter designated as the CITY). The Mississippi State Department of Transportation shall be designated as the DEPARTMENT.

WHEREAS, the CITY desires to engage the ENGINEER to provide engineering services in connection with the Surface Transportation Project No. STP-_____, Hinds, County, designated the Natchez Trace Visitor's Center located adjacent to the Natchez Trace Parkway on Pinehaven Road.

NOW, THEREFORE:

IT IS AGREED by and between the ENGINEER and CITY as follows:

I. The ENGINEER will furnish consulting services during design and construction of the above described Surface Transportation Program project. The ENGINEER will be assisted by appropriate contracted subconsultants to provide architectural, landscape architectural, geotechnical and mechanical engineering services. The Scope of Work is described in Attachment A hereto, and includes the following:

(a) Project Program Phase: The ENGINEER shall identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER with whom consultation is to be undertaken in connection with the Project. The ENGINEER shall prepare the necessary documents, including exhibits, cost estimates, etc., needed to meet the requirements as dictated by the Department Guidelines. If the requirements as dictated by the Department are outside of the original scope of the ENGINEER's basic service, the ENGINEER shall advise and assist the CITY in evaluating and recommending the needed services.

(b) Surveying: The ENGINEER shall obtain survey and base map data within the vicinity of the project site. The data shall be so presented on reproducible originals which may be used as topographic base maps for project design and construction documents. Data shall be collected and presented on electronic media. ENGINEER shall also provide a boundary survey and legal description of the approximately 3 acre site for use by others in acquiring the property.

(c) Schematic Design: The work shall consist of investigating the site and advising the CITY as to possible design concept(s). Applicable regulations and codes affecting the work shall be analyzed. A geotechnical investigation shall be performed. The design concept shall include the Visitor Center building, access and parking facilities, exterior grounds and recreational space, and utility service

connections. Sketches and statements of probable construction costs shall be confirmed for review.

(d) **Design Development:** Upon approval of the schematic design, plans and elevations, if appropriate, of the site will be developed. Drawings establishing all major elements and outline specifications shall be prepared. A revised statement of probable construction costs shall be made. All above material shall be submitted to the CITY and Department for preliminary field and office reviews. Upon approval of the office review plans, the final P. S. & E. assembly will be prepared for the project. All materials shall be submitted to the CITY and Department for final approval. The cost of a rendered drawing of the site plan for presentation purposes is included in the basic design fee.

(e) **Construction Documents:** Design development drawings and specifications shall be finalized and provided to the CITY for contractual documents. Bidding documents and forms shall be prepared.

(f) **Bidding and Award:** Upon approval of the P. S. & E. assembly, the ENGINEER shall assist the CITY in evaluating bids received as per the construction documents, and in the award and execution of the construction contract.

(g) **Additional Services:** Shall include special services such as wetlands determinations and mitigation plans, special archaeological evaluations, renderings of the project other than that provided for in item I-d above, orientation visits to other facilities, specialized exhibitry design, or other services required by a change in project scope or time frame.

(h) **Printing and Reproduction Expenses:** Reimbursables shall include printing of documents and reproduction services.

II. Engineering Administration: The engineering administration of the construction will be the responsibility of the ENGINEER, and this supervision and the construction work by the Contractor will be subject to inspection and approval of the CITY, MDOT and of the Federal Highway Administration or their representatives.

III. Construction Services: Construction services shall consist of all work involved from the contract stage through the preparation and submission of the final estimate and supporting documents to the DEPARTMENT and shall include the following:

(a) **Setting of control monuments and TBMs** to control the work and construction inspection and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified in accordance with Federal-

Aid Policy Guide (FAPG). 23CRF637B, Construction Inspection and approval by the ENGINEER as meeting the requirements of the approved plans and specifications.

(b) The ENGINEER shall promptly prepare, verify and recommend payment of all the Contractor's estimates; he shall maintain a project diary as the official project record for each project showing the Contractor's daily operations and the engineering personnel's daily operation, and the engineering daily activities by names, function performed and hours worked; and other oversight responsibilities to ensure that contract plan and specification requirements are fulfilled. He shall maintain records of the ENGINEER'S out-of-pocket cost plus additives for profit and overhead items. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the CITY for approval and payment. He shall likewise make such records available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents and data shall be available for inspection by the CITY, DEPARTMENT and the Federal Highway Administration (FHWA) and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

IV. Engineering Fees:

(a) For work covering Items I, (a) through (h), the CITY will pay to the ENGINEER the following agreed lump-sum amounts (for work where the scope is readily definable) and hourly allowances for work items where the scope is variable. Payment shall be made on a monthly basis. No Federal-Aid funding will be used in the payment of these fees to the ENGINEER, although same can be used as matching funds.

1. BASIC PRELIMINARY DESIGN (Items I-a through I-c):
A lump sum of \$36,000.
2. BASIC FINAL DESIGN (Items I-d through I-e):
A lump sum of \$54,000.
3. BIDDING AND AWARD (Item I-f)
A lump sum of \$13,000.
4. ADDITIONAL SERVICES (Item I-g)
Hourly plus specialty consultant fees.
5. PRINTING AND REPRODUCTION (Item I-h)
At actual cost, supported by invoices.

(b) For work covering Items II and III, the CITY will pay to the ENGINEER an amount equal to 5% of the construction cost of the project, which at this time is estimated to be \$1,225,742 (resulting in a maximum fee of \$61,287.) Fees shall be

paid on the basis of percentage completion of the construction. The final 5% of the fee shall be retained until final acceptance by the Department and the FHWA.

(c) If the cost of construction or scope of work is materially altered at the request of the CITY, the ENGINEER will have the right to renegotiate the fees with the CITY. Any adjustment of either amount stipulated in subsection (b) may be subject to approval by the Department and the FHWA, as provided in Item VII.

V. **Covenant Against Contingent Fees:** The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of the making of this contract. For breach or violation of the warranty, the DEPARTMENT shall have the right to annual this contract price, or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.

VI. **Ownership of Documents:** All project documents, including tracings, drawings, estimates, specification, field notes, investigations, studies, etc., as instruments of service are to become the property of the CITY. During the performance of the professional services herein provide, for the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and any such loss or damage shall be restored at his expense.

VII. **Changes in Work:** A Supplemental Agreement may be entered into between the CITY and ENGINEER to increase the maximum amount payable under this contract for additional labor costs provided there is a change in scope, character or complexity of the work to be performed. A Supplemental Agreement for additional cost associated with work covered under items II and III must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested.

VII. **Delays and Extensions:** Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Any delay for submission will be requested by letter to the DEPARTMENT giving reasons for the request and the approximated data proposed for submission of that data.

IX. **Termination or Suspension:** The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the CITY and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

- (a) By mutual agreement and consent of the parties hereto.
- (b) By the CITY as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
- (c) By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- (d) By the CITY due to the departure for whatever reason of any principal member or members of the ENGINEER'S firm.
- (e) By satisfactory completion of all services and obligations described herein.
- (f) By the CITY by giving thirty (30) days notice to the ENGINEER in writing and paying fees which both parties, the Department and the FHWA agree are due for completed work.

If termination is made by the CITY under Condition (f) after work has started, the ENGINEERS will be paid for actual services rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct cost; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work. Upon termination, the ENGINEERS shall deliver to the CITY all documents specified in Section VI. and the CITY shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the CITY desire to suspend the work but not definitely terminate the contract, this may be done by thirty (30) days notice in writing to that effect.

X. Disputes and Law Violations: Any disputes will be mediated by CITY and ENGINEER and concurred in by the DEPARTMENT. Violations of law will be referred to the local, state or federal authority having proper jurisdiction.

XI. Responsibilities for Claims and Liability: The ENGINEER will indemnify and save harmless the CITY, the DEPARTMENT, its officers and employees from or occasioned by, any act of or omission of the ENGINEER, his employees, agents or servants, resulting in bodily injury, property damage or death of any party.

XII. Subletting, Assignment or Transfer of Work: The ENGINEER has agreed to subcontract part of the services comprising Items I, II and III of this Agreement to the following firms. Copies of the subcontracts will be provided to the CITY.

BELINDA STEWART ARCHITECTS
CHRISTOPHER B. HOFFMAN, LANDSCAPE ARCHITECT
GEOSCIENCE ENGINEERS
ELDRIDGE AND ASSOCIATES

XIII. Federal Provisions: See Appendix "B" which is hereby made a part of this Agreement.

XIV. Energy Conservation: The ENGINEER warrants that he will conduct his office and field operations in an energy efficient manner in compliance with the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

XV. Time of Performance: The services of the ENGINEER shall start with the notice to proceed by the CITY and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the ENGINEER are anticipated to be needed and completed in an expedient manner. It is understood that construction promptness of the force account work and/or contractor's work by the CITY shall influence the time period for the ENGINEER'S services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. When it becomes evident to the CITY that the maximum amount payable under Section IV (b) will be depleted due to the need for more man-hours of work than estimated, a Supplemental Agreement will be processed to provide for reimbursement to the ENGINEER for out-of-pocket expense based on the hourly rates as provided for in Appendix "A-1." The need for an adjustment in the fixed fee will be determined and made a part of the Supplemental Agreement if appropriate. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested.

XVI. Limitation of "Engineering Services": It is understood that the **Construction Engineering Services** and **Construction Inspection** furnished by the ENGINEER under this agreement will endeavor to protect the CITY against defects and deficiencies in the work of the contractor but the ENGINEERS do not guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by any contractor or subcontractor nor the CITY in the case of force account work performed directly by the CITY and/or their respective employees or by any other person nor for any public liability or for property damage caused through acts of the contractor, subcontractor, the CITY and/or their employees or any other person.

The CITY and the ENGINEER each binds himself, his partners, successors, administrators and assigns to the other party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each other party in respect of all of covenants of this AGREEMENT.

The CITY and ENGINEER hereby agree to full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this AGREEMENT the day and year first mentioned.

THE CITY OF CLINTON, MISSISSIPPI

ADDRESS: City of Clinton
Post Office Box 156
Clinton, Mississippi 39056
601-924 5462

ATTEST:

By: Rosemary G. Aultman
Name: Rosemary Aultman
Title: Mayor

By: W. Wayne Derricks
Name: ~~Nelson Byrd~~ W. WAYNE DERRICKS
Title: ~~City Clerk~~ DEPUTY CITY CLERK

Date: June 8, 2000

WILLIFORD, GEARHART & KNIGHT, INC.

ADDRESS: Post Office Box 318
Clinton, Mississippi 39060

By: Greg Gearhart
Name: Greg Gearhart, P.E.
Title: President

Date: 6/6/00

***THE FOLLOWING SIGNATURES ARE APPLICABLE ONLY FOR THE
ENGINEERING ADMINISTRATION AND CONSTRUCTION SERVICES
PROVISIONS OF THE CONTRACT.***

RECOMMENDED FOR APPROVAL:

APPROVED:

Jim Kopf, Chief Engineer
MS Department of Transportation

Ken Warren, Executive Director
MS Department of Transportation

Date: _____ Date: _____

APPROVED FEDERAL HIGHWAY ADMINISTRATION

_____ Date: _____

APPENDIX A-1

HOURLY BILLING RATES TRANSPORTATION ENHANCEMENT PROJECT CALENDAR 2000 AND 2001

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer/Architect	\$95
Project Engineer/Project Architect	80
Engineer/Architect	70
Surveyor	70
Engineering Assistant	65
Surveying Assistant	60
Designer	55
Technician	45
Computer Aided Design (CAD)	15
Clerical	25
Construction Review	50
Party Chief	65
Crewman	15
Survey Party (Two Men)	80
Survey Party (Three Men)	95
Survey Party (Four Men)	110

**Appendix B
Federal Provisions**

The following required contract provisions shall apply to this CONTRACT and AGREEMENT:

- I. CIVIL RIGHTS ACT** - The ENGINEER will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21.
1. The ENGINEER agrees to comply: All contracts and subgrants in excess of \$10,000 shall include provisions for compliance with Executive Order No. 11246, entitled, "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR, Part 60). Each contractor or subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex and age and which specifies goals and target dates to assure the implementation of that plan. The grantee shall establish procedures to assure compliance with this suspected or reported violations are promptly investigated.
 2. The ENGINEER agrees to comply with Title VI of the Civil Rights Act of 1964 as amended by 49 CFR 21 through Appendix C and 23 CFR 710.405 (b).
 3. Pursuant to Section 23.43 of 49 CFR Part 23, the following statements regarding disadvantaged business enterprises are included in, and made a part of this CONTRACT and AGREEMENT:
 - A. (1.) "Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with the Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this statement.
 - (2.) "DBE Obligation. The DEPARTMENT and the ENGINEER agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontractors financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard the DEPARTMENT and the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the

maximum opportunity to compete for and perform contracts. The DEPARTMENT and the ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

- B. The DEPARTMENT shall advise the ENGINEER that failure to carry out the requirements set forth in 23.43 (a) shall constitute a breach of contract and, after the notification of the DOT, any result in termination of the contract by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

II. CONSTRUCTION ENGINEERING SERVICES - In accordance with 23 CFR 1204, Supp. D, Paragraphs e., f., and g., Attachment 0, and 49 CFR Part 18C, Paragraphs 12 and 13:

- A. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemental in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.
- B. When required by the Federal grant program legislation, all construction contracts awarded by grantees and subgrantees in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under the Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.
- C. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor

regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in the excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts, subcontracts and subgrants of amounts in excess of \$10,000).
- E. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Certification in accordance with 49 CFR Part 29, Subpart E, Section 29.510, Appendix A:

- (A) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

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City of Clinton
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performing a public (Federal, State or local) transaction or contract under a public transaction or contract under a public transaction; violation of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
- (B) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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FEDERAL-AID URBAN PROJECT M- STP-0086(2)A/46-0086-00-002-10
STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF CLINTON

CERTIFICATION OF THE ENGINEER

I hereby certify that I am an officer and duly authorized representative of the firm of Williford, Gearhart & Knight, Inc., whose address is Post Office Box 318, Clinton, Mississippi 39060, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration of the United States in connection with the contract involving participation of Federal Aid Urban Funds, and is subject to applicable state and federal laws, both criminal and civil.

6/6/00

Date



Greg Gearhart, Engineer

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FEDERAL-AID URBAN PROJECT M- STP-0086(2)A/46-0086-00-002-10
STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF CLINTON

CERTIFICATION OF LOCAL JURISDICTION

I hereby certify that I am the Mayor of the City of Clinton, Mississippi and that the ENGINEER or his representatives has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person or;
- (b) pay, or agree to pay any, to any firm or person, or organization any fee, contribution, donation or consideration of any kind; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration of the United States in connection with the contract involving participation of Federal Aid Urban Funds, and is subject to applicable state and federal laws, both criminal and civil.

Date

Rosemary Aultman, Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into by and between the Board of Trustees of the Clinton Public School District (Trustees) and the City of Clinton, Mississippi (Clinton) for the lease by the Trustees of certain lands to the City for recreational purposes; to-wit:

1. For and in consideration of the sum of Four Hundred, eighty five and No/100 Dollars (\$485.00) and other valuable consideration herein recited the Trustees do hereby lease and let unto the City the following described lands in the First Judicial District of Hinds County, Mississippi; to-wit:

A parcel of land situated in the South ½ of Section 32, T6N, R1W, Hinds County, Mississippi, and being more particularly described as follows: From the intersection of the East right of way line of Springridge Road with the line between the North ½ and the South 1/2 of Section 32, T6N, R1W; then South 1 degree 45 minutes 30 seconds West along the East right of way line of Springridge Road for a distance of 1410.0 feet to the tree POINT OF BEGINNING of the property herein described; thence South 89 degrees, 40 minutes East for a distance of 1320.0 feet; thence South 1 degree 45 minutes 30 seconds West for a distance of 390.0 feet; thence North 89 degrees 40 minutes West for a distance of 1320.0 feet to the East right of way line of Springridge Road; thence North 1 degree 45 minutes 30 seconds East along the East right of way of Springridge Road for a distance of 390.0 feet to the POINT OF BEGINNING, containing 12 acres, more or less.

2. The lease rental shall be paid with the execution of this lease. This lease acknowledges and ratifies a continuing occupancy of the tract of land herein described by Lessee and/or its assigns under lease heretofore entered into by and between the parties on September 13, 1994 and expiring on the 30th day of April, 1996 and the extension and renewal thereof expiring on the 30th day of April, 2000. The term of this leasing shall be for a period of two years beginning on the 1st day of May, 2000, and ending on the 30th day of April, 2002.

3. The use of the leased premises is limited to utilization thereof for recreational purposes.

It is expressly understood and agreed that the City contemplates the sub-leasing and assignment of the leased premises to a civic club or association which has developed the area for use by the youth of the City of Clinton as a track for non-motorized bicycle or tricycle riding by said youth. As a further consideration for this lease of lands, the City will protect, indemnify and hold harmless the Trustees and the Clinton Public School District from all loss and/or expense arising out of any claim, real and/or imagined, for personal injury and damages or for property loss occasioned or alleged to have been occasioned by the use of said lands; and in furtherance thereof will place, or caused to be placed by a sub-lessee of the described premises, in force and effect a policy or policies of insurance in the principal amount of One Million Dollars

- (\$1,000.00) to insure the operation and/or operators of the recreational facility herein described against loss as described; and, further Lessee shall require said club or association to designate the Clinton Public School District and its Board of Trustees as added insured parties thereby in furtherance of its agreement to hold said Trustees and the Clinton Public School District harmless from loss and expenses as aforesaid.
4. It is covenanted understood that the use of motorized bicycles, tricycles and/or other equipment or vehicles upon the recreational facilities; except in the ordinary course of construction, repair and/or maintenance of said facility by the City or its sub-lessee, their agents, servants and employees; shall be expressly prohibited; and, that in the event of occurrence or the use of said leased premises by Lessee and/or its assigns in a manner prohibited or not expressly herein authorized, at the option of said Trustees, this lease shall be terminated and all rentals forfeited.
5. It is covenanted and agreed that the City and/or its sub-lessee shall at the expiration of this lease cause the leased premises to be returned to and placed in the condition it is as of the date of the execution of this lease in that such facilities and tract described above shall be removed; together with all buildings and other structures placed thereon by the City and/or its sub-lessee. The Trustees, however, at their option, may permit and allow such of the facilities, buildings and structures as they may designate in writing to remain in place.
6. Specifically reserving and excepted from this lease is all merchantable timber now, and during the term hereof, being situated on said land and any and every interest in oils, gases and other minerals that may be in or under said land, with full right in the Board of Trustees to sell said timber, and to lease such oil, gas mineral rights to any other, as provided by law without breach of any right of City and/or its sub-lessee hereunder.
7. City and/or its sub-lessee shall not cause or suffer damage to any improvements situated upon said property, shall reasonably maintain same, and shall not sell any firewood, posts or other
8. The Board of Trustees reserves the right to grant or to sell rights of way across any of said land for a road, highway, railroad or any public utility line; provided only, that the City and/or its sub-lessee shall be paid by the grantee of such right of way a reasonable rental for the unexpired term of this lease.

9. City or its sub-lessee accepts said lease upon all of said terms and conditions, and

faithfully agrees to be bound thereby, in spirit and in letter.

10. If the whole or any part of the property leased shall be taken by any political subdivision or other authority authorized so to do for any public use, such taking shall not be deemed to be a breach of this lease by the Trustees of any covenant hereunder, express or implied. At the election of the City and/or its sub-lessee, this lease shall terminate for such part of the land so taken for public use from the time possession of the whole or part thereof by the taking political subdivision or authority shall occur and the Lessee and/or its assigns shall be paid by the authority taking said lands the balance proportionately of rent paid by Lessee for the period of lease occupancy remaining and no longer available. Neither Lessee nor its sub-lessee, whether they elect that the lease shall terminate or not, shall claim or be entitled to any part of any award made or to be made to the Lessor school district as damages of such taking for public use.
11. The demised premises are the property of the Clinton Public School District but are not sixteenth section or lieu land as defined in Section 29-3-1 et seq. MCA 1992, as amended; and not subject to the provisions thereof.
12. It is agreed that either party may cancel this contract by giving the other party sixty (60) days advance notice.

Adopted and executed pursuant to the Minutes of the regular meeting of the Board of Trustees of the Clinton Public School District held on the 11th day of April, 2000 and executed in duplicate on said date.

CLINTON PUBLIC SCHOOL DISTRICT

By Nancy J. Grice
President, Board of Trustees

ATTEST:

[Signature]
Secretary

Immye C. Henderson
Superintendent of Schools

STATE OF MISSISSIPPI
COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, this day personally appeared the within named NANCY CRISCO, JOHN McKEE and TOMMYE C. HENDERSON, who individually acknowledged that as President, Secretary and Superintendent of Schools, respectively, and pursuant to the authority granted unto them on behalf of any by authority of Board of Trustees of Clinton Public School District by Resolution adopted in regular meeting on the 11th day of April, 2000, they signed, sealed and delivered the foregoing lease agreement on the day and year therein named, as the free and voluntary act of the said Board of Trustees for the purposes therein stated.

Tommye C. Henderson
Nancy Crisco
[Signature]

WITNESS my hand and seal office on this the 11th day of April, 2000.

Sheila D. Taylor
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 12, 2003
BONDED THRU STEGALL NOTARY SERVICE

ACCEPTANCE OF TERMS OF LEASE

The terms of this lease agreement are accepted by the City of Clinton, Mississippi, pursuant to Resolution adopted and spread upon the Minutes of the Meeting of the Mayor and Board of Aldermen at their regular meeting held on the 6 day of June, 2000.

Deputy CITY CLERK

LESSOR:
The Clinton Public School District
P. O. Box 300
Clinton, MS 39060
Telephone: 601-924-7533

LESSEE:
The City of Clinton, Mississippi
P.O. Box 156
Clinton, MS 39060
Telephone 601-924-5462

Motion By Alderman Brabham
Seconded By Alderman Touchton

To authorize the City to begin the process to secure the necessary sewer easement from Ernest R. Chappell and Michelle F. Chappell, said perpetual easement being 15' wide and a temporary construction easement adjacent thereto, said easements being part of Lot 19, Hobby Farms Subdivision and more particularly described in Exhibit "A" attached hereto. The Board further authorizes the Mayor to select the project appraisers to appraise the property and to determine the value thereof. Once the appraisal process is completed and just compensation has been determined thereby, the City will offer such just compensation to the property owners for the easements. If the property owners reject the offer, the City Attorney is instructed to file the eminent domain action as soon as any additional requirements are completed.

PYLE, DREHER, MILLS & DYE, P.A.
ATTORNEYS AT LAW
779 AVERY BOULEVARD NORTH, SUITE 200
RIDGELAND, MISSISSIPPI 39157

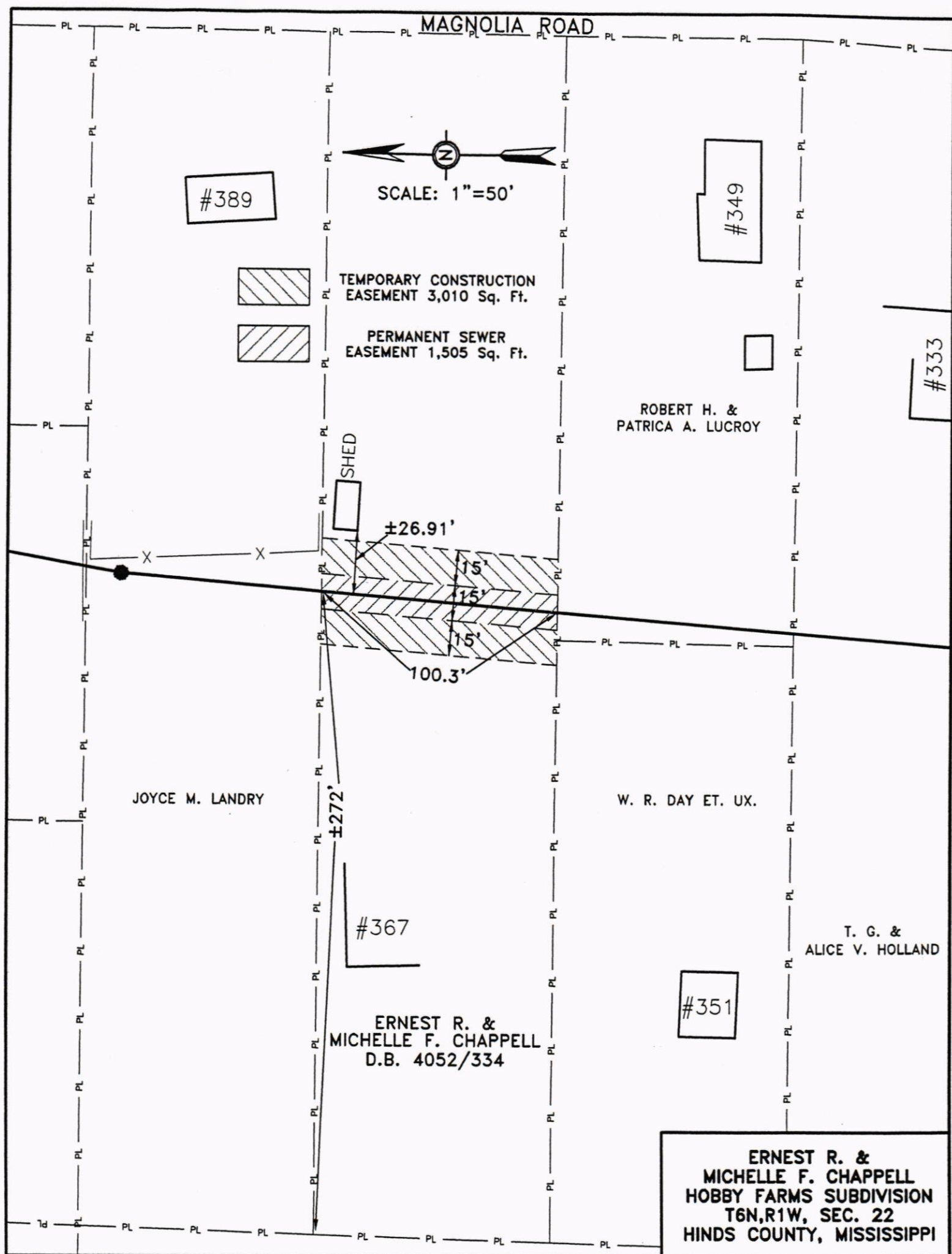
Mailing Address:
P. O. Box 23004
Jackson, MS 39225-3004
Telephone:
(601) 957-2600
Telecopier:
(601) 957-7440

DATE: 6.12.00
TO: Lucy
FROM: Ken Dreher
RE: CHAPPELL MOTION
FAX #: _____

NUMBER OF PAGES
INCLUDING COVER SHEET: 2

IN CASE OF TROUBLE CALL: _____

MESSAGE



SANITARY SEWER EASEMENT

ERNEST R. AND MICHELLE F. CHAPPELL

A 15-foot wide permanent sanitary sewer easement containing approximately 1,505 square feet situated in Section 22, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of Lot no. 19 of Hobby Farms Subdivision known as the Ernest R. And Michelle F. Chappell property as recorded in Deed Book 4052 at Page 334 in the office of the Chancery Clerk of Hinds County, and run approximately 272 feet East along the North property line to the Point of Beginning for the centerline of a 15 foot wide easement herein described; thence turn an angle of $94^{\circ}14'$ right from said property line and run for a distance of 100.3 feet more or less to the intersection of the South property line of said Chappell property and the point of termination. Said easement is 7.5 feet, left and right of said centerline.

Also, a 15-foot wide temporary construction easement West and East of, adjacent to and contiguous with the above described easement, containing 3,010 square feet.