

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 17, 1998 - 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman DePriest followed by the Pledge of Allegiance to the Flag led by Alderman Brantley.

ROLL CALL - City Clerk Nelson Byrd

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
Ken Dreher - City Attorney
Nelson Byrd - City Clerk
Absent: Sharbert Lott - Alderman Ward 6

RECOGNITIONS: Mayor Aultman issued a Proclamation that proclaimed November 15-21 as the 77th annual observance of American Education Week.

APPROVAL OF CONSENT AGENDA ITEMS A-T WITH THE EXCEPTION OF L

MOTION made by Alderman Fisher and **SECONDED** by Alderman Brantley to approve Consent Agenda Items A-T with the exception of L, which was removed by City Engineer Richard Broome, listed on page 873 of this Minute Book Z. Item F will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in item D, H, I, & Q may be found in the office of the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF ABMB ENGINEERS AS PARKWAY CONSULTANTS

Upon recommendation of the Selection Committee nominated at the October 20, 1998, Board Meeting, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Touchton to approve ABMB Engineers, Inc. as consultants during the construction phase of Clinton Parkway. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FRONT DECK MOWER FOR PARKS AND RECREATION

Upon recommendation of Parks & Recreation Director David Freeman, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Brantley to accept the bid from Deviney Equipment for the Lease-Purchase of a 72" Kubota F2560E Front Deck Mower and Canopy as the lowest and best bid. Copy of Bid tabulation and proof of publication can be found on pages 883-884 of this minute book Z. Copy of Lease-Purchase agreement can be found in the office of the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF ASBESTOS TESTING PROPOSAL - CLINTON PARKWAY PROJECT

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to accept that proposal of Law Engineering and Environmental Services found on pages 885-889 of this Minute Book Z for an asbestos survey on two facilities on the Clinton Parkway Project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL FOR CONSULTANT TO PREPARE ANNEXATION FEASIBILITY STUDY

Upon recommendation of Mayor Rosemary Aultman, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brantley to approve that Letter of Agreement found on page 890 of this Minute Book Z for Bridge and Slaughter, LLC to prepare an annexation feasibility study for the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AGREEMENT WITH THE MS ARMY NATIONAL GUARD

MOTION made by Alderman Fisher and **SECONDED** by Alderman Brabham to approve that agreement found on page 891 of this Minute Book Z for the payment of utilities for the MS National Guard in Clinton. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AGREEMENTS WITH THE CLINTON CHAMBER OF COMMERCE

MOTION made by Alderman Brantley and **SECONDED** by Alderman Fisher to approve two agreements with the Clinton Chamber of Commerce found on pages 892-893 of this Minute Book Z for annual contributions for advertising, retirement promotion, and all related activities that provide favorable notice of the opportunities, possibilities and resources of the City. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AGREEMENT WITH CLINTON COMMUNITY CHRISTIAN CORP.

MOTION made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve that agreement with the Four C's for social services that bring favorable notice of the opportunities, possibilities, and resources of the City found on page 894 of this Minute Book Z. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF ALDERMAN HISAW AS VOTING MEMBER OF CHAMBER BOARD

MOTION made by Alderman DePriest and **SECONDED** by Alderman Fisher to approve Tony Hisaw as a voting member of the Board of Directors of the Clinton Chamber of Commerce for FY 98/99. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:28 p.m.

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

Copy of Agenda can be found on pages 873-874 of this Minute Book Z.

APPROVED: Rosemary G. Aultman November 19, 1998
Rosemary G. Aultman, Mayor Date

ATTEST: Nelson Byrd November 19, 1998
Nelson Byrd, City Clerk Date

SEAL:

BID OPENING REPORT

Project: Parks & Rec.
72" Front Deck Rotary Mower

Bid Date: 11-10-98 at 10:00 a.m.

Location: City Hall
300 Jefferson Street
Clinton, MS 39056

Owner: City of Clinton

Engineer:

Pre Bid Estimate:

[illegible]

The above bid amounts have not been checked. The bid totals are subject to correction after the bids have been completely reviewed.

Signed: Nelson Byrd, City Clerk
Date: 11-10-98

Proof of Publication
The State of Mississippi
Hinds County

PASTE PROOF HERE

NOTICE TO RECEIVE BIDS
Notice is hereby given that the City of Clinton Parks and Recreation Department will receive sealed bids at City Hall, 300 Jefferson Street, Clinton, Mississippi at 10:00 a.m. on the 10th day of November, 1998 for a 72" Front Deck Rotary Mower for turf and ground maintenance use. For specific information concerning the equipment please call Parks and Recreation at (601) 924-6082. The City of Clinton reserves the right to reject all bids or to accept the bid most favorable to the City of Clinton.

Rosemary Aultman, Mayor
/s/ Nelson Byrd
Nelson Byrd, City Clerk
Oct. 20, 27, 1998

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

Shirley Mize

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

Dates of Publication:

Lines:	25	Tuesday, October 20, 1998
Words:	107	Tuesday, October 27, 1998
Issues:	2	
Total:	\$26.54	

SWORN to and subscribed before me on
10/27/98

My Commission Expires:

Signed

Shirley Mize
Authorized Clerk
of The Clarion-Ledger

[Signature]
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 8, 2000.
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS.~~

(SEAL)

October 28 8

LAW

LAWGIBB Group Member 

Mr. Richard Broom
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060
Telephone: (601) 924-5462
Facsimile: (601) 925-4605

ACCEPTANCE COPY

Subject: Proposal to Complete an Asbestos Survey

2,000 square foot Commercial Building
207 College Street, Clinton, MS

3,000 square foot Residential Structure
209 East Main Street

LAW Proposal No. 98-187-MS

Dear Mr. Broom:

Law Engineering and Environmental Services, Inc. (LAW) is pleased to submit this proposal for completion of an asbestos survey on two facilities for the City of Clinton. Included herein is our understanding of the project, proposed scope of services, compensation and authorization requirements, as well as our anticipated schedule.

Project Information

Mr. Richard Broom with the City of Clinton conveyed information pertaining to this project to LAW. We understand that the City of Clinton wishes to have an asbestos inspection completed for two structures, one residential and one commercial. The commercial structure is described as a 2,000 square foot block building that was constructed in the 1940s or 1950s. The residential structure is described as a wood frame house that was constructed in the 1940s with additions made at later dates.

It is our understanding that the inspection is desired in order to document the location, quantities and condition of asbestos containing materials prior to the planned demolition of the structures.

Asbestos Survey Scope of Services

An asbestos inspector experienced in this field of work and licensed in the state of Mississippi will conduct the asbestos survey (LAS). The survey will consist of a review of reasonably accessible boat areas and analyses of up to an estimated 60 samples of suspect asbestos containing materials (ACM) in accordance with guidelines established by AHERA.

The asbestos survey scope of work is intended to identify major classes of ACM associated with the subject boat, and addresses limited objectives relating to the characterization of asbestos. In order to attain the objectives of this survey, we will employ visual observations, material sampling, and laboratory analysis of suspect ACM. The sampling frequency will be according to AHERA-established guidelines, which entails increased sampling and analysis frequency of each suspect

LAW Engineering and Environmental Services, Inc.
360 Towne Center Boulevard, Suite E • Ridgeland, MS 39157
601-956-0871 • Fax: 601-956-0973

material type. Sample collection per identified suspect material location varies based on the quantities of each material encountered. However, for the purposes of developing a cost estimate for this project, we estimate that 20 suspect ACM locations will be identified and that three samples of each material may require analysis, for a total of 60 samples and tests. AHERA guidelines specify analytical testing of the "like" materials until a "first positive" result for ACM is encountered. As a result, the actual number of samples that will require testing is difficult to establish.

The survey will primarily be concerned with identifying thermal, acoustical, aesthetic, or fireproofing treatments that may contain friable or non-friable asbestos materials. "Friable" materials are those which, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. The presence of friable ACM indicates a potential for exposure to airborne asbestos fibers should these materials be disturbed. The survey will also be utilized to locate suspect non-friable ACM.

Samples will be selected from readily accessible, representative construction materials that were considered to be suspect ACM. Destructive activities, such as breaking through walls or ceilings, will not be accomplished for the purpose of obtaining samples, and no attempt will be made to disassemble equipment. Wall voids, building cavities and mechanical equipment parts may contain unreported ACM.

Collected samples will be analyzed using Polarized Light Microscopy (PLM), coupled with Dispersion Staining as outlined in the Environmental Protection Agency's (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA-600/R-93/116, August 1, 1994.) These properties (refractive indices, birefringence, sign of elongation and extinction angle) are characteristically unique to each asbestos form and, therefore, can be used to identify asbestos type present in the samples. Law's laboratory is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP).

The current NESHAP regulations (40 CFR Part 61, dated November 20, 1990) clarify the analytical procedures for determining the percent of asbestos in bulk samples to permit the use of visual area estimation. The regulations further indicate that regulated asbestos-containing materials (RACM) - materials that are friable or may become friable - be further analyzed by point counting when the results indicate less than 10 percent asbestos by visual area estimation. This is non-mandatory if the owner/operator elects to assume that the amount of asbestos in a material is greater than one percent, regardless of the amount determined by visual estimation, and the material is treated as asbestos-containing. Our laboratory utilizes visual area estimation on a routine basis and does not include point counting unless specifically requested.

Vinyl floor tile and other resinously bound materials, when analyzed by the EPA method, may yield false negative results because of limitations in separating closely bound fibers and in detecting asbestos fibers of small length and diameter. When a definitive result is required, LAW recommends utilizing alternative methods of identifications including Transmission Electron Microscopy (TEM).

Upon our receipt of laboratory analytical results, we will compile a letter-report that summarizes the procedures and results of the asbestos survey.

Compensation

ACCEPTANCE COPY

We propose to perform our services on a unit rate basis for each sample collected (and analyzed) as well as for each sample collected (and not analyzed). As noted previously, we are estimating that up to 60 total samples (based on 20 identified suspect material locations) will be collected for this

project. The following unit costs per sample include all professional time, expenses and laboratory analytical charges.

Suspect ACM sample (collected/not analyzed).....\$35/sample
Suspect ACM sample (collected and analyzed).....\$50/sample

For your reference, the cost for this project will range between the following:

Minimum Estimate (20 samples collected and analyzed).....\$1,000.00
Maximum Estimate (60 samples collected and analyzed).....\$3,000.00

Should our survey indicate that suspect ACM may be in more locations than the estimated 15 locations, we will discuss the additional sampling/analysis costs with you. We will not exceed the maximum estimated budget for this project without prior approval of the City of Clinton.

LAW will provide a single, lump sum invoice for the total costs of our services based on the accrued total at the unit values specified above. Our invoice will be submitted with our letter report.

Schedule

Upon notification of your acceptance of this proposal, we can begin our field activities within five working days. We anticipate submitting a final report of our findings within approximately two to three after work begins.

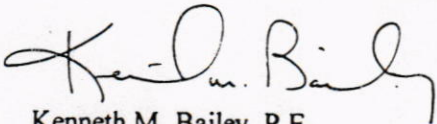
Authorization

As confirmation of authorization to proceed with these services, please sign the attached Proposal Acceptance Sheet (PAS) and return the entire proposal copy stamped "Acceptance Copy" to our office as soon as possible. The Terms and Conditions as stated on the PAS will govern our services on this project.

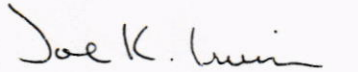
LAW appreciates the opportunity to offer our professional services on this project. If you have any questions, please contact us at your convenience.

Sincerely,

LAW ENGINEERING AND ENVIRONMENTAL SERVICES, INC.



Kenneth M. Bailey, P.E.
Principal Engineer



Joe K. Irvin *B-1 KJB*
Staff Professional

Attachment: Proposal Acceptance Sheet
Terms and Conditions

**LAW**

ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

Rev. 4/95

PROPOSAL ACCEPTANCE SHEET**ACCEPTANCE COPY**Project Name City of Clinton Asbestos SurveyProject Location 2 sites, Clinton, MSProposal No. and Date 98-187 October 28, 1998LAW Branch Location Jackson, MSType of Services Asbestos Survey**CLIENT**Name City of ClintonAddress P.O. Box 156Clinton, MississippiZip Code 39060Phone Number (601) 924-5462Attention: Mr. Richard Broom

Title _____

FOR APPROVALS OR PAYMENTName Same

Address _____

Zip Code _____

Phone Number _____

SPECIAL INSTRUCTIONS:**PROPOSAL ACCEPTANCE**

The Terms and Conditions of this Proposal, including the terms and conditions on this and the reverse side hereof:

Accepted this 18thDay of Nov 19 98

Print or type individual, firm or corporate body name

RICHARD L. BROOME, P.E.

Signature of authorized representative

City EngineerCITY OF CLINTON, MS

Print or type name of authorized representative and title

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Law Engineering and Environmental Services, Inc., through and by its officers, employees and subcontractors, (hereinafter LAW) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this Agreement.

2. **PAYMENT TERMS.** Client agrees to pay LAW's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of LAW's invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from LAW's invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, LAW may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by LAW within 60 days of Client's receipt of LAW's invoice. Client receipt of invoice will be presumed three days after mailing by LAW first class, with adequate postage attached. Time is of the essence of this provision.

Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay LAW for all reasonable charges incurred to date and associated with termination of the work.

3. **STANDARD OF CARE.** LAW will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of LAW's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** LAW maintains insurance coverage as follows:

- a. Workers Compensation Insurance - statutory.
- b. Employer's Liability Insurance - \$1,000,000.
- c. Commercial General Liability Insurance - \$2,000,000/\$3,000,000.
- d. Automobile Liability Insurance - \$2,000,000 CSL.
- e. Excess Umbrella - \$1,000,000 (on c & d).
- f. Professional Errors & Omission - \$1,000,000 claims-made.

5. **PROFESSIONAL LIABILITY.** FOR ADDITIONAL CONSIDERATION FROM LAW OF \$10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES THAT LAW'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY LAW WILL BE LIMITED TO AN AGGREGATE OF \$50,000 OR LAW'S TOTAL CHARGES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF PROFESSIONAL LIABILITY, LAW AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF \$1,000,000, UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTING OUR PROPOSAL, PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF TEN PERCENT OF LAW'S TOTAL CHARGES, OR \$500, WHICHEVER IS GREATER. THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY LAW AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

6. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

LAW's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. LAW's field personnel will avoid hazards or utilities which are visible to them at the site. If LAW is advised in writing of the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. LAW is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of LAW's negligence. Otherwise, Client agrees for the additional consideration of \$1.00, to indemnify LAW, its directors, officers, employees, agents and subcontractors, from any such claims, suits or losses, including related reasonable attorney's fees.

LAW will take reasonable precautions to minimize damage to the property caused by our operations. Unless otherwise stated in LAW's proposal, our charges do not include cost of restoration due to any related damage which may result. If Client requests LAW to repair such damage, we will do so at an appropriate additional cost.

Field tests or boring locations described in LAW's report or shown on sketches are based on specific information furnished by others or measurements made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of LAW's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by LAW be involved in the project, Client will advise such contractor(s) that LAW's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of LAW's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of LAW) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that LAW will not be responsible for job or site safety or security on the project, other than for LAW's employees and subcontractors, and that LAW does not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing LAW's services. If this occurs, LAW will promptly notify and consult with Client, but will act based on LAW's sole judgment where risk to LAW personnel is involved. Possible actions could include:

- Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in LAW's judgment;
- Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- Terminate the services effective on the date specified by LAW in writing.

9. **SAMPLE DISPOSAL.** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Remaining drilling samples and other specimens are disposed of 30 days after submission of LAW's report.

- NON-HAZARDOUS SAMPLES.** At Client's written request, LAW will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon Client's written request, LAW will use its best efforts to retain test specimens or samples but only for a mutually acceptable storage charge and period of time. Client agrees that LAW is not responsible or liable for any loss or test specimens or samples retained in storage.

- HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES.** In the event that test samples contain toxic or hazardous constituents as defined by applicable law, upon completion of any testing and temporary storage by LAW and per Client's stated preference, LAW will: 1) return such samples to Client for proper disposal; 2) using a manifest signed by Client as generator and at additional cost, have such samples transported to a location selected by Client for proper final disposal; or 3) at an additional charge per sample, dispose of such samples at a properly licensed disposal facility. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that LAW is acting as a bailee and at no time assumes title to said materials.

10. **WASTE DISPOSAL.** If Client requests LAW to containerize drilling wastes and/or fluids produced by LAW's activity (Wastes), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized Wastes. Non-hazardous Wastes will be disposed of by LAW for an additional charge at an appropriately licensed facility. Any hazardous Wastes will be disposed of under manifest executed by Client at any properly licensed facility selected by Client with LAW's assistance. At no time will LAW take title to such hazardous Wastes.

11. **CLIENT DISCLOSURE.** Client agrees to advise LAW upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or LAW's equipment. Client agrees to provide LAW continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, LAW does not assume control of or responsibility as an operator or otherwise for the site or the persons in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

12. **ENVIRONMENTAL INDEMNITY.** In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, for separate and valuable consideration of \$1,000, Client agrees to defend, hold harmless and indemnify LAW from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by LAW's negligence or willful misconduct, resulting from:

- Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of LAW's services;
- Allegations that LAW is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the LAW's services; or
- Any third party suit or claim for damages against LAW alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of LAW's services under this Agreement.

13. **EQUIPMENT CONTAMINATION.** Client agrees to endeavor to clean our laboratory and field equipment which may become contaminated as a result of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

14. **DOCUMENTS.** LAW will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- All documents generated by LAW under this Agreement shall remain the sole property of LAW. Any unauthorized use or distribution of LAW's work shall be at Client's and recipient's sole risk and without liability to LAW. LAW may retain a confidential file copy of its work product and related documents.
- If Client desires to release, or for LAW to provide, our report(s) to a third party not described above for that party's reliance, LAW will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that LAW's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for LAW and by this request Client waives any such claim if LAW complies with the request.
- Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by LAW pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without LAW's prior written approval.
- Client shall furnish documents or information reasonably within Client's control and deemed necessary by LAW for proper performance of our services. LAW may rely upon Client-provided documents in performing the services required under this Agreement; however, LAW assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but LAW may retain one confidential file copy as needed to support our report.
- Upon Client's request, LAW's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by LAW in its files, with at least one conformed written copy provided to Client, shall be the official base document. LAW makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors on such media brought to LAW's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to LAW. Such magnetic copy is subject to all conditions of this Agreement.

15. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.

16. **OPINIONS OF COST.** If requested, LAW will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, LAW's designs or LAW's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in writing with LAW. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond LAW's control.

17. **TESTIMONY.** Should LAW or any LAW employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and LAW is not a party in the dispute, then LAW shall be compensated by Client for the associated reasonable expenses and labor for LAW's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides LAW such compensation, Client will receive a credit or refund on any related double payments to LAW.

18. **CONFIDENTIALITY.** LAW will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

19. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Georgia.

20. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to LAW as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

21. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and LAW shall survive the completion of the services and the termination of this Agreement.

22. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

23. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.

24. **CONSIDERATION.** The parties agree that the charges for LAW's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

25. **INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

* Applies only if toxic or hazardous substances or constituents are anticipated or encountered

END OF DOCUMENT

LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES

THIS AGREEMENT is entered into by and between BRIDGE & SLAUGHTER, LLC, hereinafter called the CONSULTANT and the CITY OF CLINTON, MISSISSIPPI, hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: PREPARATION OF ANNEXATION FEASIBILITY STUDY.
2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.
3. The CITY shall compensate the CONSULTANT for professional services rendered (not to exceed \$25,000) plus direct reimbursement of out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses.
4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$125.00/hr.
Associate Planner:	\$100.00/hr.
Assistant Planner:	\$ 85.00/hr.
Planning Technician:	\$ 60.00/hr.
Professional Engineer:	\$ 85.00/hr.
Professional Surveyor:	\$ 65.00/hr.
CADD Technician:	\$ 50.00/hr.
Field Technician:	\$ 35.00/hr.
Mileage:	\$ 0.35/mile

5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.
6. Any reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this Agreement which the CITY requests to be kept as confidential shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the 17th day of November, 1998.

CITY: THE CITY OF CLINTON, MISSISSIPPI

BY: Rosemary J. Aultman WITNESS: Nelson Byrd
Rosemary Aultman, Mayor Nelson Byrd, City Clerk

CONSULTANT: BRIDGE & SLAUGHTER, LLC

BY: A. Michael Slaughter WITNESS: Christopher E. Watson
A. Michael Slaughter Christopher E. Watson

AGREEMENT

This agreement is made as of the 17th day of Nov., 1998, between the City of Clinton, Mississippi (the "City") and the Mississippi Army National Guard, 114th Military Police Unit, Clinton, Mississippi (National Guard).

The Mayor and Board of Aldermen of the City have determined that the City should contribute for the payment of utilities in an amount not to exceed eight thousand, five hundred (\$8,500.00) dollars annually to the National Guard between October 1, 1998 and September 30, 1999 for the purpose of providing support and resources to the citizens of Clinton and for bringing into favorable notice the opportunities, possibilities and assets of the City.

By approving and entering into this Agreement, the Mayor and Board of Aldermen of the City of Clinton find factually that the National Guard will use the contribution to provide support and resources to Clinton residents and will bring favorable notice of the opportunities, possibilities and assets of the City of Clinton.

By entering into this Agreement, the National Guard certifies that it is a bona fide instrumentality of the State of Mississippi and established as set forth in Title 33 of the Mississippi Code. The National Guard agrees to use the contribution to price support and resources to Clinton residents and bring favorable notice of opportunities, possibilities and assets of the City of Clinton.

The City and the National Guard agree that the city shall have the right of audit and oversight concerning the expenditures of funds under this Agreement.

CITY OF CLINTON

By: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

MISSISSIPPI ARMY NATIONAL
GUARD

By: John B. Dixon, Jr.
John B. Dixon, Jr., Colonel

ATTEST:

Attest: Nelson Byrd
Nelson Byrd, City Clerk

AGREEMENT

This Agreement is made as of the 17th day of November, 1998, between the City of Clinton, Mississippi (the "City") and the Clinton Chamber of Commerce (the "Chamber").

The Mayor and Board of Aldermen of the City have determined that the City should contribute twenty thousand (\$20,000) dollars annually to the Chamber between October 1, 1998 and September 30, 1999 for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City. This will include, but not be limited to, tourism, residential, olde town and community development. In addition, this money will be used by the Chamber to provide secretarial support of 20 hours per week to the City's Economic Development Consultant to assist in bringing favorable notice of the opportunities, possibilities and resources of the City.

By approving and entering into this Agreement, the Mayor and Board of Aldermen of the City of Clinton find factually that the Chamber will use the contribution to advertise and bring favorable notice of the opportunities, possibilities and resources of the City of Clinton.

By entering into this Agreement, the Chamber certifies that it is a bona fide, not-for-profit eleemosynary corporation organized and existing under the laws of the State of Mississippi and that the Chamber has been granted a tax exempt status by the Internal Revenue Service. The Chamber agrees to use the contribution to advertise and bring favorable notice of the opportunities, possibilities and resources of the City of Clinton.

The City and the Chamber agree that the City shall have the right of audit and oversight concerning the expenditures of funds under this Agreement.

CITY OF CLINTON

By: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

Attest: Nelson Byrd
Nelson Byrd, City Clerk

CHAMBER OF COMMERCE

By: Dianne B. Newman
Dianne B. Newman, Executive Director

ATTEST:

Attest: Jan Nieminen
Jan Nieminen

AGREEMENT

This Agreement is made as of the 17th day of November, 1998, between the City of Clinton, Mississippi (the "City") and the Clinton Chamber of Commerce (the "Chamber").

The Mayor and Board of Aldermen of the City have determined that the City should contribute ~~five thousand (\$5,000)~~ ^{TWENTY FIVE HUNDRED ~~TW~~} dollars annually to the Chamber between October 1, 1998 and September 30, 1999 for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City. This money will be spent for retirement promotion.

By approving and entering into this Agreement, the Mayor and Board of Aldermen of the City of Clinton find factually that the Chamber will use the contribution to advertise and bring favorable notice of the opportunities, possibilities and resources of the City of Clinton.

By entering into this Agreement, the Chamber certifies that it is a bona fide, not-for-profit eleemosynary corporation organized and existing under the laws of the State of Mississippi and that the Chamber has been granted a tax exempt status by the Internal Revenue Service. The Chamber agrees to use the contribution to advertise and bring favorable notice of the opportunities, possibilities and resources of the City of Clinton.

The City and the Chamber agree that the City shall have the right of audit and oversight concerning the expenditures of funds under this Agreement.

CITY OF CLINTON

By: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

Attest: Nelson Byrd
Nelson Byrd, City Clerk

CHAMBER OF COMMERCE

By: _____
Dianne B. Newman, Executive Director

ATTEST:

Attest: _____
Jan Nieminen

AGREEMENT

This agreement is made as of the 17th day of November, 1998 between the City of Clinton, Mississippi (the "City") and the Clinton Community Christian Corporation (the 4 C's).

The Mayor and Board of Aldermen of the City have determined that the City should contribute \$10,000 annually to the 4 C's between October 1, 1998 and September 30, 199⁹ for the purpose of providing social services to those in need and bringing into favorable notice the opportunities, possibilities and resources of the City.

By approving and entering into this Agreement, the Mayor and Board of Aldermen of the City of Clinton find factually that the 4 C's will use the contribution to provide social services to those in need and bring favorable notice of the opportunities, possibilities and resources of the City of Clinton.

By entering into this Agreement, the 4 C's certifies that it is a bona fide, not-for-profit corporation organized and existing under the laws of the State of Mississippi and that the 4 C's has been granted a tax exempt status by the Internal Revenue Service. The 4 C's agrees to use the contribution to provide social services to those in need and bring favorable notice of the opportunities, possibilities and resources of the City of Clinton.

The City and the 4 C's agree that the City shall have the right of audit and oversight concerning the expenditures of funds under this Agreement.

CITY OF CLINTON

By: Rosemary J. Aultman
Rosemary Aultman, Mayor

CLINTON COMMUNITY CHRISTIAN CORPORATION

By: Laurie Lawson
Laurie Lawson, Director

ATTEST:

Attest: Nelson Byrd
Nelson Byrd, City Clerk

MUNICIPAL COMPLIANCE QUESTIONNAIRE

INFORMATION

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate workpapers may be needed.

1. Name and address of municipality: CITY OF CLINTON
P.O. Box 156 CLINTON, MS. 39056
2. List the date and population of the latest official U.S. Census or most recent official census:
1990 21,847
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
SEE ATTACHED
4. Period of time covered by this questionnaire:
From: 10-1-97 To: 9-30-98
5. Expiration date of current elected officials' term: JULY 2001

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CLINTON, MS.

(MUNICIPALITY)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 1998

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of CLINTON, MS., and, to the best of our knowledge and belief, all responses are accurate.

Nelson Byrd
(City Clerk's Signature)

November 12, 1998
(Date)

Rosemary S. Austin
(Mayor's Signature)

November 12, 1998
(Date)

Minute Book References:

Book Number 2

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

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MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
3. Are municipal records open to the public? (Section 25-61-5) Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
6. Are all required personnel covered by appropriate surety bonds?
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

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MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II - CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

IV-A10

MUNICIPAL COMPLIANCE QUESTIONNAIRE

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y
11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets property tagged and accounted for? (Section 7-7-211 - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

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MUNICIPAL COMPLIANCE QUESTIONNAIRE

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)

Y

Y

PART IV - BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

Y

Y

Y

Y

Y

PART V - TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)

Y

Y

Y

Y

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MUNICIPAL COMPLIANCE QUESTIONNAIRE

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

IV-A13

City of Clinton

End of R

Street Address:	300 Jefferson Street Clinton, Mississippi 39056	<u>Telephone Numbers</u> 924-5462 City Hall 924-5252 Police Department
<i>City Attorney</i>		
Ken Dreher	Pyle, Dreher, Mills & Dye, PA P.O. Box 23004 Jackson, MS 39225	957-2600 (office)
<i>Mayor</i> Rosemary Aultman (Lester) 07-01-46	107 Caroline Cove Post Office Box 156	924-4830 (home) 924-5462 (City Hall)
<i>Alderman-At-Large</i> Jehu W. Brabham (Cheryl) 09-02-49	106 Longwood Drive	924-0418 (home) 924-9912 (office)
<i>Alderman Ward 1</i> Tony Hisaw (Diane) 11-04-49	102 Autumn Way	924-9475 (home) 362-9800 (office) 362-9827 (fax)
<i>Alderman Ward 2</i> Rodney DePriest (Becki) 08-21-66	202 Country Cove Circle	924-2660 (home)
<i>Alderman Ward 3</i> Clint Brantley (Anita) 10-15-40	1617 Tanglewood Drive	924-1897 (home) 924-6213 (work)
<i>Alderman Ward 4</i> Phil Fisher (Kathy) 07-21-54	1012 Post Road	924-4419 (home) 924-8514 (office)
<i>Alderman Ward 5</i> Herb Touchton 05-07-34	530 Belle Place	924-6797 (home) 932-2880 x 6209 (office)
<i>Alderman Ward 6</i> Sharbert K. Lott (Martha) 06-22-43	306 Church Street	924-0335 (home) 961-1882 (office)

Elected June 6, 1997 with term of office running through July, 2001.