

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 21, 1999 - 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Touchton followed by the Pledge of Allegiance to the Flag led by Alderman Lott.

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

APPROVAL OF CONSENT AGENDA ITEMS A-U

MOTION made by Alderman Brantley and **SECONDED** by Alderman Touchton to approve Consent Agenda Items A-U listed on page 279 of this Minute Book AA. Item C & D will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items K & M can be found in the Office of the City Clerk.

MOTION CARRIED UNANIMOUSLY

RECOGNITIONS

Alderman Fisher explained and discussed the Character Trait of the Month - Patience. Refreshments were generously provided by the Maids and Matrons Club and enjoyed in the lobby after the Meeting.

APPROVAL OF ENGINEERING CONTRACT WITH WGK, INC. FOR WAL-MART ACCESS ROAD CDBG IMPROVEMENTS

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve that Professional Services Agreement with WGK, Inc. found on pages 280-304 of this Minute Book AA for Wal-Mart Access Road CDBG Improvements. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF TWO FINAL PLATS FOR BRUENBURG

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the Final Plat for Bellemeade II of Bruenburg. **MOTION CARRIED UNANIMOUSLY**

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Lott to approve the Final Plat of Stonebridge II of Bruenburg. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF RESOLUTION FOR PAYMENT OF POLICE AND FIRE
DISABILITY AND RELIEF COLA FOR 1999**

MOTION made by Alderman Brabham and **SECONDED** by Alderman Brantley to adopt that Resolution authorizing the payment of Police and Fire Disability and Relief COLA for 1999 found on pages 305-308 of this Minute Book AA. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AGREED ORDER WITH DEQ

MOTION made by Alderman Lott and **SECONDED** by Alderman Touchton to approve the Agreed Order with the MS Dept. of Environmental Quality found on pages 309-311 of this Minute Book AA. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AMENDED 1998-1999 BUDGET

Upon recommendation of City Chief Financial Officer Wayne Derrick, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Touchton to approve the Amended 1998-1999 Budget found on pages 312-322 of this Minute Book AA. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:30 p.m.

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

Copy of Agenda can be found on page 279 of this Minute Book AA.

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

September 28, 1999
Date

ATTEST: Nelson Byrd
Nelson Byrd, City Clerk

September 28, 1999
Date

SEAL:

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE
CITY OF CLINTON, MISSISSIPPI
AND
WILLIFORD, GEARHART & KNIGHT, INC.**

THIS IS AN AGREEMENT made this the 21st day of September, 1999, by and between the City of Clinton, Post Office Box 156, Clinton, Mississippi 39060-0156 (OWNER) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39060 (ENGINEER). Gregory A. Gearhart, P.E., Mississippi Registration Number 8730, will bear the primary responsibility for the professional services rendered under this agreement.

This Agreement is hereby established to provide the basis for provision of certain professional services on that certain project described as City of Clinton, Wal-Mart Access Road CDBG Improvements; said project includes construction of 800 lf of access road with a traffic signal at the Highway 80 intersection; said improvements having a current total probable construction cost of \$378,253; as more particularly described in the application, dated May, 1999; as referred to herein as the PROJECT. The Project is to be financed by funds derived from the Community Development Block Grant (CDBG) program, administered by the State of Mississippi Department of Economic & Community Development. As such, all the professional services provided incident to this contract shall conform to the requirements of the CDBG program. Further, the Mississippi Department of Economic & Community Development, HUD, City of Clinton, the Comptroller General of the United States and their designated representatives shall have access to and the right to audit, inspect, copy and examine all books, financial records, and other documents relating directly to the receipt and disbursement of the CDBG program funds. The ENGINEER shall maintain all records, plans, specifications and other documents produced under this contract for a minimum of three (3) years after PROJECT close out.

The OWNER hereby employs the ENGINEER to perform the professional services described herein, the ENGINEER agrees to provide the professional services prescribed herein, and the OWNER agrees to compensate the ENGINEER for the services rendered under this Agreement.

SECTION 1 - ENGINEER'S RESPONSIBILITIES

- 1.1 **Basic Services:** The ENGINEER agrees to perform the professional services specified herein, as necessary for the successful prosecution of the PROJECT, including normal civil engineering services related to the design and construction phases of the PROJECT, as described in detail as follows:
- 1.2 **Design Phase Services:** Upon receipt of the written authorization of the OWNER to proceed with the Design Phase, the ENGINEER shall:
 - 1.2.1 Consult with the OWNER to ascertain the specific requirements of the Project, to review the scope of professional services to be rendered, and to discuss the scope of the intended construction contract.

- 1.2.2 Perform the detailed design for the Project in accordance with the design alternative selected by the OWNER.
- 1.2.3 Prepare detailed construction plans, specifications, and contract documents required for the PROJECT, and submit same to the OWNER and appropriate regulatory agencies for review and approval.
- 1.2.4 Prepare a final Opinion of Probable Construction Cost based on the final design.
- 1.2.5 Design the PROJECT in conformance with all applicable Federal, State and local standards for air or water pollution such that all required approvals, permits and certifications may be obtained.
- 1.2.6 Provide deductive alternates, where feasible, so that should the lowest responsive bid for construction of the project exceeds the funds available, deductive alternatives can be taken to reduce the bid amount and allow budget flexibility.
- 1.2.7 Prepare documents which include forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
- 1.2.8 Comply with all pertinent provisions of the regulations of the U.S. Department of Commerce issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin, where applicable.
- 1.2.9 Provide with the project documents a sufficiently clear delineation of the labor categories and wage rates that are applicable to the PROJECT, in conformance with all local and State laws on practices, where applicable.
- 1.2.10 Advise the OWNER regarding the need for other special services or consultants that may be needed by the ENGINEER to fulfill the requirements identified by the OWNER.
- 1.2.11 Assist the OWNER in securing final approvals of the Plans, Specifications and Contract Documents from the appropriate regulatory agencies, including any modifications to the documents and follow-up contacts as needed to secure such approvals.

- 1.3 **Preconstruction Phase Services:** Upon receipt of the written approval of the OWNER and appropriate regulatory agencies for the Plans, Specifications, Contract Documents and final Opinion of the Construction Cost, and upon receipt of the written authorization of the OWNER to proceed with the Preconstruction Phase, the ENGINEER shall:
- 1.3.1 Investigate reported omissions and discrepancies in the plans, specifications and contract documents, and formulate and mail addenda as needed.
 - 1.3.2 Attend and assist in conducting the bid opening with OWNER and Contractors.
 - 1.3.3 Analyze bids received for irregularities, errors or omissions.
 - 1.3.4 Review submittal of substitute materials and equipment, and recommend acceptance/rejection to the OWNER.
 - 1.3.5 Review proof of bidder's qualifications and recommend contract award or rejection to the OWNER.
 - 1.3.6 Prepare and distribute certified tabulation of bids for project to OWNER, Contractors and other parties as appropriate.
 - 1.3.7 Prepare a bid package in accordance with the regulatory/funding program requirements, and submit same to the appropriate agencies for review and approval.
 - 1.3.8 Prepare a Notice-of-Award and assist in securing its execution by successful Contractor.
 - 1.3.9 Collect proofs of publication, and assist in securing approval of award and procurement procedures, where applicable.
 - 1.3.10 Prepare contract documents for signature by Contractor and assist the OWNER in securing their execution, and prepare Notice-to-Proceed to Contractor for PROJECT.
 - 1.3.11 Prepare and distribute contract price estimate breakdown to OWNER and Contractor, as appropriate.
 - 1.3.12 Assist in scheduling and conducting a pre-construction conference with OWNER, Contractor, utility companies, regulatory agencies, and other parties as appropriate.

- 1.3.13 Provide the OWNER one copy of the plans, specifications, and contract documents as requested.
- 1.3.14 Furnish additional copies of the plans, specifications, and contract documents as requested by prospective bidders, material suppliers, and other interested parties, to facilitate bidding and contracting of the PROJECT.
- 1.3.15 Furnish to the CONTRACTOR additional copies of the plans, specifications, and contract documents for execution after contract award, and for use during construction phase as needed.
- 1.4 **Contract Administration Phase Services:** Upon receipt of the written approval of the OWNER and appropriate regulatory agencies of the Construction Contract prepared based upon the Contract Documents compiled by the ENGINEER, and upon receipt of the written authorization of the OWNER to proceed with the construction activities, the ENGINEER shall:
 - 1.4.1 Function as the OWNER's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract Documents, and the other provisions set forth herein.
 - 1.4.2 Advise and consult with the OWNER during the construction activities, and assist the OWNER in the issuance of appropriate instructions to the Contractor.
 - 1.4.3 Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Plans and the Specifications. On the basis of his on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor, but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on-site observations to verify the quality or quantity of the construction work. Visits and observations by ENGINEER and/or construction review personnel are not intended to extend to every aspect of work in progress, but rather are to be limited to spot checking and selective sampling of the work being done by the Contractor. The ENGINEER shall determine, in general, if the work is proceeding in accordance with the Contract Documents, and shall advise the OWNER of his progress as needed. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.

- 1.4.4 Review the Contractor's requests for progressive payments, and based upon said on-site observation, advise the OWNER as to the ENGINEER's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request, and issue for processing by the OWNER, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by the ENGINEER to the OWNER, based upon said on-site observations, and review of any data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of the ENGINEER's knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by the ENGINEER shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.4.5 The ENGINEER shall review the Contractor's requests for progressive payments in a timely fashion, and shall forward same to the OWNER for approval and payment on a routine basis. The OWNER shall consider the Contractor's payment requests at the next regular meeting of the Mayor and Board of Alderman, and issue payments to the Contractor on a timely basis thereafter.
- 1.4.6 Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER's decisions in matters relating to the ENGINEER's design shall be final.
- 1.4.7 Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.
- 1.4.8 Review shop drawings, samples and other submittal of the Contractor, only for general conformance to the design concept of the Project, and for general compliance with the Construction Contract. The ENGINEER shall evaluate and determine the acceptability of substitute or "equal" items proposed for use by the Contractor.
- 1.4.9 Prepare and/or issue necessary field orders, clarifications and interpretations of the Contract Documents, as needed, to facilitate the orderly completion of the work in accordance with the design intent.

- 1.4.10 Prepare for the OWNER's approval, Change Orders which address minor revisions of or adjustments to the original project scope of work.
- 1.4.11 Conduct a pre-final review of the construction project upon receipt of the Contractor's notice of substantial completion.
- 1.4.12 Conduct a final review of the construction project upon receipt of the Contractor's certification of final completion; receive and review written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.
- 1.4.13 The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractor(s), or any Subcontractor(s), or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.
- 1.5 **Construction Review Phase Services:** Upon initiation of the construction activities, the ENGINEER shall:
 - 1.5.1 Provide one or more Construction Review Representatives to assist the ENGINEER in order to render more extensive representation at the Project site during the Construction Phase. The construction review representative shall monitor the Contractor's activities, and shall prepare daily reports providing details regarding the weather conditions, site of the work in progress, soil conditions, personnel on-site, equipment in use, materials incorporated into the project, stored materials on the site, visitors to the site, problems encountered and remedies employed, and other pertinent information. "Full time" inspection will not be provided.
 - 1.5.2 The purpose of the construction review representative at the site shall be to enable the ENGINEER to better perform his duties during the construction activities. The purpose shall also be to provide the OWNER a greater degree of confidence that the work in progress and/or completed by the Contractor will conform to the intent of the Contract Documents, such that the integrity of the design concept is preserved by the Contractor, and that the work functions as a whole as planned when completed. The ENGINEER and his representatives shall not, however, supervise, direct or have direct control over the Contractor's work.
 - 1.5.3 The limits of the authority, duties and responsibilities of a Construction Review Representative shall be described before such services begin by written instruments referenced herein as EJCDC publication No. 1910-1-A, and made a part of this Agreement by reference. By means of the more extensive on-site observations of the work in progress, the ENGINEER will endeavor to provide further protection for the

OWNER against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and the ENGINEER shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

- 1.5.4 The construction review representative will review all Contractor's requests for progressive payments, and all claims for materials stored on the site, and shall assist the ENGINEER in verifying the accuracy and completeness of all claims for payment.
- 1.5.5 ENGINEER shall determine the appropriate times for the Construction Review Representative to be present on the PROJECT site to provide for such review.
- 1.6 This section left blank.
- 1.7 **Record Documents Phase Services:** Upon completion of the construction activities, the ENGINEER shall prepare "record" drawings of the finished work. Such drawings shall be prepared by the ENGINEER upon completion of the project and acceptance by the OWNER, and one set of "record" drawings shall be provided to the OWNER within thirty (30) days after the final construction review.
- 1.8 **Right of Way Surveys and Plats:** Engineers shall prepare any required right of way plats and descriptions for the roadway.
- 1.9 **Additional Services:** Upon receipt of the written authorization of the OWNER, the ENGINEER agrees to furnish or obtain from others, additional professional services related to the Project, as set forth herein below and contained within this Agreement:
 - 1.9.1 Monitoring the performance of the completed improvements and making periodic visits to the facilities to verify the overall operational characteristics. Providing a one year performance certificate and letter certifying the completion of one year of successful operation.
 - 1.9.2 Preparation of applications, engineering reports, technical investigations, maps and exhibits, and other supporting documents for government grants, loans or advances.
 - 1.9.3 Services due to changes in the scope of the Project or its design including, but not limited to, changes in scope, complexity, schedule or character of construction, or services required resulting from significant delays, changes in prices of materials, or equipment and energy shortages.

- 1.9.4 Preparation of special Change Orders when requested by the OWNER, and/or where not within the original project scope of work.
- 1.9.5 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, (3) prolongation of the initial Construction Contract time beyond the contract time, (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.
- 1.9.6 Provision of additional assistance in the start-up, testing, adjusting or balancing, or operation of equipment or systems, or arranging for training personnel for operation or maintenance of equipment or systems, following the initial thirty-(30) day start-up period.
- 1.9.7 Provision of design services relating to future facilities, systems and equipment which are intended to be constructed or operated as a part of the Project.
- 1.9.8 Provision of services as an expert witness for the OWNER in connection with litigation or other proceedings involving or relating to the Project.
- 1.9.9 Provision of additional services required by the acceptance of substitute materials or equipment other than "or equal" items.
- 1.9.10 Conduct a one-year warranty review of the completed construction, and advise OWNER of any defects that may need further attention by the Contractor.
- 1.9.11 Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.

SECTION 2 - OWNER'S RESPONSIBILITIES

Under the provisions of this Agreement, the OWNER shall:

- 2.1 Provide the necessary support and assistance in a timely manner so as not to delay the services of the ENGINEER.
- 2.2 Provide the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the project.

- 2.3 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- 2.4 Furnish to the ENGINEER complete land deed records and title opinions for all lands on the Project site which shall include, but not be limited to, ownership, easements, rights-of-way, encroachments, zoning and deed restrictions.
- 2.5 Furnish existing laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this project.
- 2.6 Provide legal, accounting, and insurance counseling services necessary for the PROJECT, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
- 2.7 Furnish permits and approvals from all governmental authorities having jurisdiction over this project and from others as may be necessary for completion of the Project.
- 2.8 Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement.
- 2.9 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- 2.10 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
- 2.11 Compensate the ENGINEER for the services rendered under this Agreement in a timely manner.
- 2.12 Bear the costs of permits, legal advertisements, notices, approvals, and other direct expenses incident to completion of the Project.

- 2.13 Bear all costs incident to compliance with or performance of the requirements of this provision.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The professional services authorized by this Agreement shall be performed in accordance with this Agreement during calendar years 1999 and 2000.
- 3.2 The professional services performed after calendar year 2000 shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties, lump sum amounts and/or hourly rates as may be mutually agreed upon between the OWNER and ENGINEER.
- 3.3 This Agreement shall commence upon the date set forth herein above, and shall expire upon completion of the one year warranty period, upon receipt of the one year performance certification, and upon final acceptance of the completed Project by the OWNER.

SECTION 4 - ENGINEER'S COMPENSATION

- 4.1 **General:** In accordance with the terms and conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as set forth herein below.
- 4.2 **Basic Engineering Services:** As defined in Section 1, Paragraph 1.1, with compensation on the basis of lump sum amounts defined herein below.
- 4.2.1 **Design Phase Services:** As defined in Section 1, Paragraph 1.2 on the basis of a lump sum of THIRTY-TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$32,760).
- 4.2.2 **Construction Phase Services:** As defined in Section 1, Paragraphs 1.3 through 1.7 on the basis of a lump sum of SIXTEEN THOUSAND THREE HUNDRED THIRTY DOLLARS (\$16,330).
- 4.2.3 **Right of Way Surveys and Plats:** As defined in Section 1.8 on the basis of a lump sum of THREE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$3,180).
- 4.2.4 **Total fees will not exceed \$52,270 without written authorization of the OWNER.**
- 4.3 **Additional Services:** As defined in Section 1, Paragraph 1.9 with compensation as set forth herein below, plus direct reimbursable expenses.

- 4.3.1 Additional professional services shall be provided on an hourly basis in accordance with the hourly rates set forth herein below. These hourly rates shall apply to the additional services rendered herein, and shall be adjusted no less than annually following calendar year 2000.

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$90
Project Engineer	80
Engineer	70
Engineering Assistant	60
Surveyor	60
Surveying Assistant	50
Designer	50
Technician	40
Computer Aided Design (CAD)	15
Administrative	35
Clerical	25
Construction Review	45
Survey Party (Two Men)	75
Survey Party (Three Men)	90
Survey Party (Four Men)	100

- 4.3.2 Cost of services of other professional consultants billed to the ENGINEER by the professional consultants for such services. These services shall include geotechnical, architectural, structural, mechanical and electrical consultants. These expenses shall be invoiced by the ENGINEER to the OWNER at cost plus five percent.
- 4.4 **Reimbursable Expenses:** As defined herein below, shall be reimbursed to the ENGINEER at cost plus 5%.
- 4.4.1 Reimbursable expenses are in addition to compensation to the ENGINEER for Additional Services and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to, those listed herein below.
- 4.4.1.1 Expense of transportation, mileage, subsistence, rentals and lodging when traveling in connection with the Project.

- 4.4.1.2 Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the Project.
- 4.4.1.3 Expense of all reproduction, postage and handling of Plans, Specifications, Contract Documents, reports or other Project related work product of the ENGINEER.
- 4.4.1.4 Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.

4.5 **Payments to the Engineer:** Shall be made by the OWNER to the ENGINEER as specified herein below.

4.5.1 Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement, and shall be due and owing within thirty days of the ENGINEER's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with the ENGINEER's standard practices, and will be submitted to the OWNER by the ENGINEER on a monthly basis. Past due amounts owed to the ENGINEER shall include an interest charge of one percent compounded monthly from the thirtieth day. Payments received from the OWNER will be credited first to any accrued interest, and then to the principal balance. In the event of a disputed or contested invoice, the OWNER may withhold only that portion in question, and shall render payment for the agreed portion to the ENGINEER on a timely basis.

4.5.2 For the **Design Phase Services**, as specified in paragraph 4.2.1, payments shall be made monthly based on the ENGINEER's estimate of the percentage completion of each sub-phase indicated herein below, which shall represent the following percentages of total lump sum compensation specified:

Preliminary Design Phase	35%
Final Design Phase	35%
Geotechnical.....	10%
Contract Documents Phase	15%
Document Approval Phase	5%
TOTAL OF LUMP SUM	100%

4.5.3 For the **Construction Phase Services**, as specified in Paragraph 4.2.2, payments shall be made monthly based on the ENGINEER's estimate of the percentage of completion of each sub-phase indicated herein below, which shall represent the following percentages of the total lump sum compensation specified.

Pre-Construction Phase	20%
Contract Administration Phase and Construction Review Phase	70%
Testing Verification and Review	5%
Record Documents Phase	5%
TOTAL OF LUMP SUM	100%

- 4.5.4 For the Right of Way Surveys and Plats, as specified in Paragraph 4.2.3, payments shall be made monthly based on the ENGINEER's estimate of percentage completion.
- 4.5.5 If the OWNER fails to make monthly payments due to the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- 4.5.6 No deductions shall be made from the ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- 4.5.7 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement, or the ENGINEER shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by the ENGINEER in the suspension and/or reactivation of his services.

SECTION 5 - COST CONTROL

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

must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

SECTION 6 - GENERAL PROVISIONS

- 6.1 **Ownership of Documents:** All Plans, Specifications, Contract Documents and other work product of the ENGINEER for this Project are instruments of services for this Project only, and shall remain the property of the ENGINEER whether the project is completed or not. Re-use of any instruments of service of the ENGINEER by the OWNER on extensions of this Project or on any other Project without the written permission of the ENGINEER shall be at the OWNER's risk and the OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized re-use of the ENGINEER's instruments of service by the OWNER OR BY OTHERS ACTING THROUGH THE OWNER. Any re-use or adaption of the ENGINEER's instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amount to be agreed upon by the OWNER AND ENGINEER.
- 6.2 **Delegation of Duties:** Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 6.3 **Termination:** This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for service performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus a reasonable fee to be mutually agreed upon at the appropriate time by both parties to account for ENGINEER's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

- 6.4 **Extent of Agreement:** This Agreement, together with such amendments which may be executed from time to time, represents the entire and integrated Agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.
- 6.5 **Governing Laws:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the ENGINEER.
- 6.6 **Litigation:** Should litigation occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys fees incurred by the prevailing party shall be paid by the nonprevailing party to the prevailing party.
- 6.7 **Performance:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents of other events beyond the control of the other or the other's employees and agents.
- 6.8 **Validity:** In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be and remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 6.9 **Safety:** The ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 6.10 **Practices:** The ENGINEER intends to render the services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty, either express or implied.
- 6.11 **Benefits:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER, and not for the benefit of any other party.

- 6.12 **Binding:** OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER, and to the extent permitted herein, the assigns of OWNER and ENGINEER, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement.
- 6.13 The ENGINEER will comply with all pertinent provisions of the regulations of the U.S. Department of Commerce issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, disability, national origin or veterans status on all phases of the project.

SECTION 7 - SPECIAL PROVISIONS

- 7.1 **Engineer's Insurance:** The ENGINEER shall acquire and/or maintain statutory workmen's compensation insurance coverage, employer's liability and general liability insurance coverage, for the life of this Agreement.
- 7.2 **Contractor's Insurance:** Prior to the commencement of the construction work, the OWNER shall require the Contractor and any Subcontractor to submit evidence that he (they) have obtained for the period of the construction Contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than **\$1,000,000** for all damages arising out of bodily injury, sickness or death of one person and an aggregate of **\$2,000,000** for damage arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than **\$500,000** for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph 7.4 "Indemnity". The comprehensive general liability insurance will include as additional named insureds: the OWNER; the ENGINEER; and each of their officers, agents and employees.

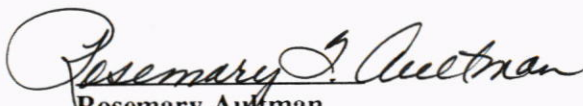
- 7.3 **Builders Risk "All Risk" Insurance:** Before commencement of the work, the OWNER will require that the Contractor and any Subcontractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insureds; the OWNER; the ENGINEER; and each of their officers, agents, employees and any other persons with an insurable interest as may be designated by the OWNER. Such insurance may have a deductible clause not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.
- 7.4 **Indemnity:** The OWNER will require that any Contractor or Subcontractors performing work in connection with the Drawings and Specifications produced under this Agreement to hold harmless indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents and employees.
- 7.5 **Limitation of Liability:** OWNER hereby agrees that to the fullest extent permitted by law, that the design professional's total aggregate liability to OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the work efforts authorized herein, or this Agreement, from any cause or causes, including, but not limited to, the design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the minimum that is allowed under the prevailing laws of the State of Mississippi.
- 7.6 The Standard HUD Contractual Clauses attached hereto as EXHIBIT 1 are included as part of this Agreement.

SECTION 8 - EXECUTION

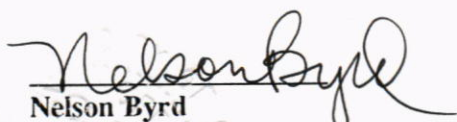
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives on the day and year first above written.

OWNER:

CITY OF CLINTON, MISSISSIPPI

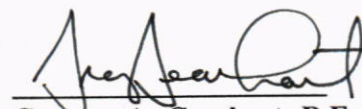

Rosemary Aultman
Mayor

ATTEST:


Nelson Byrd
City Clerk

ENGINEER:

WILLIFORD, GEARHART & KNIGHT, INC.


Gregory A. Gearhart, P.E.
Principal

ATTEST:

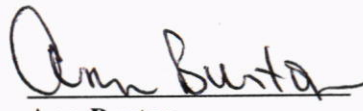

Ann Burton
Administrative Manager

EXHIBIT 1

STANDARD HUD CONTRACTUAL CLAUSES

1. **Audit and Inspection of Records** – The **ENGINEER** shall permit the authorized representatives of the **OWNER**, the U. S. Department of Housing and Urban Development and the Comptroller General of the United States to inspect and audit all data and records of the **ENGINEER** relating to his performance under the contract.
2. **Interest of Members of or Delegates to Congress** – No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
3. **Prohibited Interest** – No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
4. **Equal Employment Opportunity** – In connection with the execution of this contract, the **ENGINEER** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The **ENGINEER** shall take affirmative action to ensure that the applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
5. **Minority Business Enterprise** – In connection with the performance of this contract, the **ENGINEER** will cooperate with the project sponsor in meeting his commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to ensure that minority business enterprises shall have maximum practicable opportunity to complete for subcontract work under this contract.
6. Nothing in this contract shall be construed as obligating the **ENGINEER** to appear in litigation or prepare for such in behalf of the **OWNER** except in consideration of additional compensation.
7. This contract may be amended or terminated by written agreement of both parties. No oral representations by employees of the **ENGINEER** shall affect or modify any of the terms or obligations contained in this contract and none of the provisions of this agreement shall be held to be waived or modified by reason of any act whatsoever except as mutually agreed in writing.
8. To the greatest extent feasible, the **ENGINEER** shall provide opportunities for training and employment to low income residents of the project area; and shall award contracts for work in connection with the project to eligible business concerns in, or owned in substantial part by, persons residing in the area of the project.

Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books. That said Engineer agrees to allow for the grantee, State of Mississippi, HUD, the Comptroller General of the United States and any of their duly authorized representatives, access to any book, documents, papers and records of the Engineer, which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts and transcriptions.

Termination of Contract for Cause. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner, its obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Engineer of such termination and specifying the effective date thereof at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Engineer under this Contract shall, at the option of the City become its property and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Engineer and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer is determined.

Termination for Convenience of City. The City may terminate this Contract any time by a notice in writing from the City to the Engineer. If the Contract is terminated by the Engineer as provided herein, the Engineer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Engineer covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Engineer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Engineer during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

Records. All records required to be kept in the project shall be maintained for at least three years after final payments and all other pending matters under the grant are closed.

Health and Safety Standards. All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Environmental Compliance. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants of loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

Energy Efficiency. All participants in the project shall recognize 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 (P.L. 94-163).

Changes. The City may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between Engineer and City, shall be incorporated in written amendments to this Contract.

Personnel A. The Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All the services required hereunder will be performed by the Engineer or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C. No person who is serving sentence in a penal or correctional institution shall be employed or work under this contract.

Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Engineer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Withholding of Salaries. If in the performance of this Contract, there is any underpayment of salaries by the Engineer or by any subcontractor thereunder, the City shall withhold from the Engineer out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Engineer or subcontractor to the respective employees to whom they are due.

Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, technicians performing work under this Contract shall be promptly reported in writing by the Engineer to the City for the latter's decision which shall be final with respect thereto.

Equal Employment Opportunity. During the performance of this Contract, the Engineer agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

Anti-Discrimination Clauses. The Engineer will comply with:

- A. Title VI of the Civil Rights Act of 1964 (Pub. L. 88352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the

grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;

- B. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- C. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance.

Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. section 794) shall also apply to any such program or activity.

Section Three Clause. The Engineer will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating the labor standards applicable hereunder to his employer.

Compliance with Local Laws. The Engineer shall comply with all applicable laws, ordinances and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its subcontractors, and of persons either directly or indirectly employed by it. The Engineer shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

Assignability. The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (Whether by assignment or novation) without the prior written approval of the City; Provided, however, that claims for money due or to become due the Engineer from the City under this Contract may

be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Interest of Members of Local Public Agency and Others. The Engineer agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

The Engineer will comply with Sec. 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any persons or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies, or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefrom or connected therewith.

The Engineer will also be aware of and avoid any violation of Section 97-11-19, Mississippi Code Annotated (Supp. 1982) which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

Interest of Contractor. The Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect in the above described Project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

Political Activity. The Engineer will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits the political activity of employees.

Davis-Bacon Act Requirements. The Engineer will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which required that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)

Uniform Act Requirements. The Engineer will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR Part 570 Subpart 1.

Lead Based Paint Requirements. The Engineer will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. section 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

Compliance with Office of Management and Budget. The parties agree to comply with the regulations, policies, guidelines and requirements of Office of Management and Budget Circulars A-95, A-102, and A-84, as they relate to the use of federal funds under this contract.

Flood Insurance Purchase Requirements. Both parties agree to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, (P.L. 93-234, 87 Stat. 975) approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

Historic Preservation. Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the State grantor agency to avoid or mitigate adverse effects upon such properties.

Program Monitoring. Both parties agree to assist and cooperate with the Federal grantor agency and the State grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the State grantor agency such monitoring reports, progress reports, and the like, as may be required and to provide such reports at the times specified.

Discrimination Due to Beliefs. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Contract are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

Right to Audit. Each Participating Party receiving grant funds shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds. any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

Access to Project. Each Participating Party agrees that any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

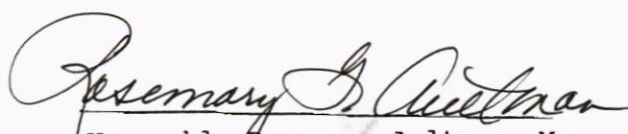
Certification of Compliance with Air and Water Acts. (Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

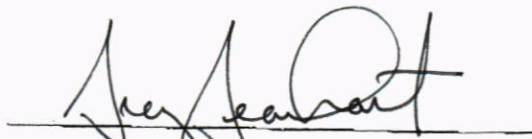
Compliance with Air and Water Acts. During the performance of this contract, the Engineer and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

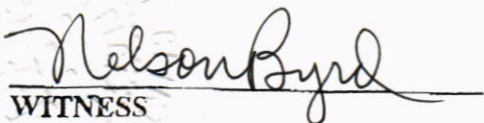
In addition to the foregoing requirements, all nonexempt Engineers and subcontractors shall furnish to the owner the following:

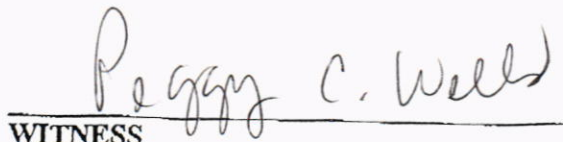
- (1) A stipulation by the Engineer or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Engineer to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 C-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA list of Violating Facilities.
- (4) Agreement by the Engineer that he will include, or cause to be included, the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the Engineer will take such action as the Government may direct as a means of enforcing such provisions.

IN WITNESS WHEREOF, Engineer and City have executed this agreement as of the 21st day of September, 1999.


Honorable Rosemary Aultman, Mayor
City of Clinton


WGR


WITNESS


WITNESS

RESOLUTION

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

WHEREAS, the Legislature approved such request in the form of House Bill No. 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Police and Fire Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

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

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

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

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

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

Alderman BRABHAM moved that the foregoing Resolution be adopted. Alderman BRANTLEY seconded. The vote was as follows:

Alderman Brabham:	<u>AYE</u>
Alderman Hisaw:	<u>AYE</u>
Alderman DePriest:	<u>AYE</u>
Alderman Brantley:	<u>AYE</u>
Alderman Fisher:	<u>AYE</u>

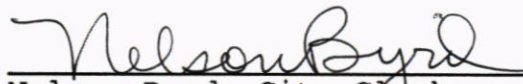
Alderman Touchton: AYE

Alderman Lott: AYE

APPROVED on the 21ST day of SEPTEMBER, 1999


Rosemary G. Aultman, Mayor

ATTEST:


Nelson Byrd, City Clerk

RETIREMENT.RES
10/7/97-MMH

Clinton Police Department

305 Monroe St., Clinton, Mississippi 39056, (601) 924-5252

DON BYINGTON, CHIEF

August 31, 1999

Mr. Frank Ready
Executive Director
Public Employee's Retirement System of Mississippi
429 Mississippi Street
Jackson, Ms 39201

RE: 13th Check to Service Retirees

Dear Mr. Ready,

The Advisory Board of the Clinton Fire and Police Disability and Relief System held a meeting on August 27, 1999. The Board passed a resolution in support of the payment of a 13th check to retirees who have received benefits for at least one full fiscal year.

If you have any questions you may contact me at the Clinton Police Department at 924-5252.

Sincerely,


Capt Kenny Edwards

cc: Mayor Rosemary Aultman
City Clerk Nelson Byrd
Personnel Director Alice Burchfield

BEFORE THE MISSISSIPPI COMMISSION
ON ENVIRONMENTAL QUALITY

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

COMPLAINANT

VS.

ORDER NO. _____

CITY OF CLINTON
POST OFFICE BOX 156
CLINTON, MISSISSIPPI 39060

RESPONDENT

AGREED ORDER

COME NOW THE Mississippi Commission on Environmental Quality (Commission), Complainant, and City of Clinton, Respondent, in the above captioned cause and agree as follows:

1.

On June 16, 1999, the Department of Environmental Quality (Department) discovered employees of the City of Clinton were participating in unauthorized dumping on property owned by the Respondent in Section 13, Township 6 North, Range 2 West, Hinds County.

The investigation revealed the Respondent was responsible for the operation of an unauthorized dump. Wastes evidenced at this site included an air conditioner, oil cans, asphalt, concrete, demolition debris, and vegetative matter. Operation of this site is in violation of Section 17-17-17 of the Mississippi Code, Annotated, which prohibits unauthorized dumping.

2.

In lieu of a formal enforcement hearing concerning the violation listed above, Complainant and Respondent agree to settle this matter as follows:

- 1) The Respondent shall immediately cease operation of and, within thirty (30) days of the execution date of this order, properly close the disposal site by providing a final cover system that minimizes or prevents erosion. The cover system shall consist of a minimum of two feet of earthen material and, after applying the soil cover, a grass seed shall be sown to establish vegetation.
- 2) The Respondent shall hereafter refrain from contributing to the formation of an unauthorized dump on this or any other property.
- 3) The Respondent shall be assessed a total monetary penalty of \$1,000.00 which shall be held in abeyance subject to complying with items 1 and 2 above. However, should the Respondent fail to comply with any item in this order, the \$1,000.00 held in abeyance shall be due and payable to the Department of Environmental Quality (DEQ) within thirty (30) days after written notification by DEQ staff.
- 4) The abeyance period shall be for one (1) year from the date of execution of this order.

3.

In the event Respondent fails to comply with any of the terms of this Agreed Order, the Agreed Order shall become fully enforceable through the appropriate chancery court. The Mississippi Department of Environmental Quality, acting on behalf of the Commission, may proceed in chancery court and may submit an affidavit to the chancery court, along with an appropriate complaint to enforce this Agreed Order of the Commission, and such affidavit shall be prima facie evidence upon which to obtain a final judgement against Respondent in favor of the Mississippi Commission on Environmental Quality.

4.

Nothing in this Agreed Order shall limit the rights of the Mississippi Department of Environmental Quality or the Mississippi Commission on Environmental Quality in the event Respondent fails to comply with this Agreed Order. The Agreed Order shall be strictly construed to apply to those matters expressly resolved herein.

5.

Nothing contained in this Agreed Order shall limit the rights of Complainant to take enforcement or other actions against Respondent for violations not addressed herein and for future violations of environmental laws, rules, and regulations.

6.

Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Section 49-17-31 of the Mississippi Code Annotated (Supp. 1998), and that it has made an informed waiver of that right.

ORDERED, this the _____ day of _____, 1999.

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

BY: _____

J. I. PALMER, JR.
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT
OF ENVIRONMENTAL QUALITY

AGREED, this the 22nd day of September, 1999.

BY: Rosemary G. Quetman

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Receipts and Expenditures
 For the Fiscal Year Ended September 30, 1999

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			

Licenses and permits	\$ 564,000	\$ 57,000	\$ 621,000
Intergovernmental revenues	2,898,601	380,735	3,279,336
Charges for services	6,000	0	6,000
Fines and forfeitures	390,000	(84,000)	306,000
Interest earned	46,000	24,000	70,000
Miscellaneous	279,600	(108,265)	171,335
	-----	-----	-----
Total receipts, other than taxation	4,184,201	269,470	4,453,671
Beginning cash and investment balance	646,757	0	646,757
	-----	-----	-----
Total cash available, other than taxes	4,830,958	269,470	5,100,428
Amount to be provided by taxes	3,671,445	15,055	3,686,500
	-----	-----	-----
Total Receipts From All Sources	\$ 8,502,403	\$ 284,525	\$ 8,786,928
	=====	=====	=====

EXPENDITURES

General Government:			
Administration (040):			
Personal services	\$ 483,800	\$ 0	\$ 483,800
Operating supplies	24,000	3,000	27,000
Other services and charges	141,100	35,000	176,100
Capital outlay	16,500	0	16,500
	-----	-----	-----
Total administration	665,400	38,000	703,400
	-----	-----	-----
Planning and zoning (090):			
Personal services	43,928	0	43,928
Operating supplies	2,500	(1,500)	1,000
Other services and charges	40,820	3,000	43,820
Capital outlay	0	0	0
	-----	-----	-----
Total planning and zoning	87,248	1,500	88,748
	-----	-----	-----
Total General Government Expenditures	752,648	39,500	792,148
	-----	-----	-----

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Receipts and Expenditures
 For the Fiscal Year Ended September 30,

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
EXPENDITURES (Cont'd)			

Public Safety:			
Police (105):			
Personal services	\$ 1,858,157	\$ (48,000)	\$ 1,810,157
Operating supplies	156,920	(5,000)	151,920
Other services and charges	165,770	100	165,870
Capital outlay	86,860	0	86,860
Debt service	0	0	0

Total police expenditures	2,267,707	(52,900)	2,214,807

Fire (160):			
Personal services	1,600,099	0	1,600,099
Operating supplies	73,650	0	73,650
Other services and charges	186,440	(18,007)	168,433
Capital outlay	157,524	(76,574)	80,950
Debt service	113,447	0	113,447

Total fire expenditures	2,131,160	(94,581)	2,036,579

Inspection (180):			
Personal services	46,442	29,535	75,977
Operating supplies	2,800	500	3,300
Other services and charges	21,690	(15,500)	6,190

Total inspection expenditures	70,932	14,535	85,467

Total Public Safety Expenditures	4,469,799	(132,946)	4,336,853

Street (215):			
Personal services	591,146	10,000	601,146
Operating supplies	995,497	(121,000)	874,497
Other services and charges	278,810	(73,807)	205,003
Capital outlay	7,500	0	7,500
Debt service	0	0	0

Total street expenditures	1,872,953	(184,807)	1,688,146

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Receipts and Expenditures
 For the Fiscal Year Ended September 30,

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
EXPENDITURES (Cont'd)			

Culture and Recreation:			
Parks and recreation (305):			
Personal services	\$ 360,993	\$ (2,306)	\$ 358,687
Operating supplies	43,200	7,500	50,700
Other services and charges	124,690	11,500	136,190
Capital outlay	37,400	0	37,400
Debt service	6,849	0	6,849
	-----	-----	-----
Total parks and recreation expenditures	573,132	16,694	589,826
	-----	-----	-----
Library (350):			
Operating supplies	21,000	(21,000)	0
Other services and charges	2,100	27,600	29,700
Capital outlay	6,000	(6,000)	0
	-----	-----	-----
Total library expenditures	29,100	600	29,700
	-----	-----	-----
Total Culture and Recreation Expenditures	602,232	17,294	619,526
	-----	-----	-----
Economic Development:			
Operating supplies	1,200	0	1,200
Other services and charges	88,300	0	88,300
Capital outlay	500	0	500
	-----	-----	-----
Total Economic Development Expenditures	90,000	0	90,000
	-----	-----	-----
Transfers and Other Charges	283,598	(31,270)	252,328
	-----	-----	-----
Total expenditures	8,071,230	(292,229)	7,779,001
Ending cash and investment balance	431,173	576,754	1,007,927
	-----	-----	-----
Total Expenditures and Ending Cash and Investment Balance	\$ 8,502,403	\$ 284,525	\$ 8,786,928
	=====	=====	=====

CITY OF CLINTON
 TOURISM TAX FUND (100)
 Budget of Estimated Receipts and Expenditures
 For the Fiscal Year Ended September 30, 2000

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			
Tourism taxes	\$ 48,000	\$ 13,000	\$ 61,000
Interest earned	750	0	750
Total receipts	48,750	13,000	61,750
Beginning cash and investment balance	65,136	0	65,136
Total Receipts From All Sources	\$ 113,886	\$ 13,000	\$ 126,886
	=====	=====	=====

EXPENDITURES			
Other services and charges	\$ 96,700	\$ (69,500)	\$ 27,200
Total expenditures	96,700	(69,500)	27,200
Ending cash and investment balance	17,186	82,500	99,686
Total Expenditures and Ending Cash and Investment Balance	\$ 113,886	\$ 13,000	\$ 126,886
	=====	=====	=====

CITY OF CLINTON
 SPECIAL LAW ENFORCEMENT FUND (110)
 Budget of Estimated Receipts and Expenditures
 For the Fiscal Year Ended September 30, 2000

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			
State of Mississippi	\$ 41,000	\$ 42,000	\$ 83,000
Interest earned	820	0	820
Total receipts	41,820	42,000	83,820
Beginning cash and investment balance	38,181	0	38,181
Total Receipts From All Sources	\$ 80,001	\$ 42,000	\$ 122,001

EXPENDITURES			
Operating supplies	\$ 21,000	\$ 0	\$ 21,000
Capital outlay	59,000	0	59,000
Total expenditures	80,000	0	80,000
Ending cash and investment balance	1	42,000	42,001
Total Expenditures and Ending Cash and Investment Balance	\$ 80,001	\$ 42,000	\$ 122,001

CITY OF CLINTON

TAX INCREMENT L/O BOND & INTEREST FUND (210)

Budget of Estimated Receipts and Expenditures

For the Fiscal Year Ended September 30, 1999

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			
Interest earned	\$ 100	\$ 0	\$ 100
Total receipts	100	0	100
Beginning cash and investment balance	117	0	117
Total receipts available	217	0	217
Ad valorem taxes to be provided by levy	34,910	0	34,910
Total Receipts From All Sources	\$ 35,127	\$ 0	\$ 35,127

EXPENDITURES

Debt service	\$ 34,910	\$ 200	\$ 35,110
Total expenditures	34,910	200	35,110
Ending cash and investment balance	217	(200)	17
Total Expenditures and Ending Cash and Investment Balance	\$ 35,127	\$ 0	\$ 35,127

CITY OF CLINTON

HOBBY FARMS - BANKS ROAD PROJECT FUND (300)

Budget of Estimated Receipts and Expenditures

For the Fiscal Year Ended September 30, 2000

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			
State of Mississippi	\$ 224,000	\$ (187,579)	\$ 36,421
Transfer from Water & Sewer Opns Fund	200,000	(200,000)	0
Total receipts	424,000	(387,579)	36,421
Beginning cash and investment balance	0	0	0
Total Receipts From All Sources	\$ 424,000	\$ (387,579)	\$ 36,421

EXPENDITURES

Capital outlay	\$ 424,000	\$ (387,579)	\$ 36,421
Total expenditures	424,000	(387,579)	36,421
Ending cash and investment balance	0	0	0
Total Expenditures and Ending Cash and Investment Balance	\$ 424,000	\$ (387,579)	\$ 36,421

CITY OF CLINTON
 NORTH/SOUTH PARKWAY PROJECT FUND (325)
 Budget of Estimated Receipts and Expenditures
 For the Fiscal Year Ended September 30, 2000

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			
MS Department of Transportation	\$ 2,500,000	\$(2,500,000)	\$ 0
Interest earned	100,000	(10,000)	90,000
Contribution from General Fund	0	0	0
Total receipts	2,600,000	(2,510,000)	90,000
Beginning cash and investment balance	2,280,722	0	2,280,722
Total Receipts From All Sources	\$ 4,880,722	\$(2,510,000)	\$ 2,370,722
	=====	=====	=====

EXPENDITURES			
Other services and charges	\$ 1,161,000	\$ (761,000)	\$ 400,000
Capital outlay	2,339,000	(2,339,000)	0
Total expenditures	3,500,000	(3,100,000)	400,000
Ending cash and investment balance	1,380,722	590,000	1,970,722
Total Expenditures and Ending Cash and Investment Balance	\$ 4,880,722	\$(2,510,000)	\$ 2,370,722
	=====	=====	=====

CITY OF CLINTON

WATER AND SEWER OPERATIONS FUND (400)

Budget of Estimated Receipts and Expenditures

For the Fiscal Year Ended September 30, 2000

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			
Rents	\$ 11,520	\$ 12,000	\$ 23,520
Water sales	2,080,000	(235,000)	1,845,000
Sewer service charges	1,976,000	(176,000)	1,800,000
Fees and service charges	157,000	23,000	180,000
Interest	63,000	40,000	103,000
Proceeds from MS SRF loan	1,500,000	(1,500,000)	0
Other	1,415,000	172,431	1,587,431
Total receipts	7,202,520	(1,663,569)	5,538,951
Beginning cash and investment balance	4,114,113	0	4,114,113
Total Receipts From All Sources	\$ 11,316,633	\$(1,663,569)\$	\$ 9,653,064
=====			
EXPENDITURES			
Personal services	\$ 588,893	\$ 27,500	\$ 616,393
Operating supplies	300,800	35,100	335,900
Other services and charges	1,289,784	7,000	1,296,784
Capital outlay	4,339,000	(3,204,985)	1,134,015
Debt service	2,231,358	38,400	2,269,758
Total expenditures	8,749,835	(3,096,985)	5,652,850
Ending cash and investment balance	2,566,798	1,433,416	4,000,214
Total Expenditures and Ending Cash and Investment Balance	\$ 11,316,633	\$(1,663,569)\$	\$ 9,653,064
=====			

CITY OF CLINTON

GARBAGE COLLECTION FUND (450)

Budget of Estimated Receipts and Expenditures

For the Fiscal Year Ended September 30,

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			
Refuse collection charges	\$ 786,000	\$ 0	\$ 786,000
Interest earned	5,200	5,800	11,000
Total receipts	791,200	5,800	797,000
Beginning cash and investment balance	263,915	0	263,915
Total Receipts From All Sources	\$ 1,055,115	\$ 5,800	\$ 1,060,915

EXPENDITURES

Other services and charges	\$ 730,141	\$ 37,000	\$ 767,141
Accounting and auditing	1,500	0	1,500
Legal	1,000	0	1,000
Insurance - general	1,000	0	1,000
Rental - equipment	0	14,000	14,000
Garbage collection contract	716,641	0	716,641
Other contract-garbage service	5,000	23,000	28,000
Other	0	0	0
Total other services and charges	730,141	37,000	767,141
Total expenditures	730,141	37,000	767,141
Ending cash and investment balance	324,974	(31,200)	293,774
Total Expenditures and Ending Cash and Investment Balance	\$ 1,055,115	\$ 5,800	\$ 1,060,915

CITY OF CLINTON
 SELF-FUNDED GROUP INSURANCE FUND (500)
 Budget of Estimated Receipts and Expenditures
 For the Fiscal Year Ended September 30, 1999

	Final Budget For Current Fiscal Year	Amendment Addition (Reduction)	Amended Budget for Current Fiscal Year
RECEIPTS			
Interest earned	\$ 400	\$ 0	\$ 400
Contributions from gen fund	268,644	0	268,644
Contributions from water/sewer	31,400	0	31,400
Contributions from employees	92,251	0	92,251
Receipts from reinsurer	0	53,000	53,000
Total receipts	392,695	53,000	445,695
Beginning cash and investment balance	0	0	0
Total Receipts From All Sources	\$ 392,695	\$ 53,000	\$ 445,695
EXPENDITURES			
Other services and charges	\$ 373,314	\$ 53,000	\$ 426,314
Total expenditures	373,314	53,000	426,314
Ending cash and investment balance	19,381	0	19,381
Total Expenditures and Ending Cash and Investment Balance	\$ 392,695	\$ 53,000	\$ 445,695