

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 1, 1994 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, November 1, 1994, 7 P.M., at the 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 Brabham followed by the Pledge of Allegiance to the Flag led by Alderman Ferrell.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Ben Todd - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Sharbert Lott - Alderman Ward 6
Mayor Rosemary Aultman - Presiding

City Attorney Ken Dreher
City Clerk Nelson Byrd

Absent - Herb Touchton - Alderman Ward 5

RECOGNITIONS

(1) Fire Chief Landrum recognized four new employees: Firefighters Jeff Blackledge, Craig Albritton, Fred Green, and Tony Moser.

(2) The Clinton Soccer Association thanked the Mayor and Board of Aldermen for their support and presented each with a new soccer shirt which sported the theme "We get our kicks at Traceway" with the soccer logo on the shirt.

(3) Police Chief Byington modeled the new police uniform.

AGENDA CHANGES:

Mayor Aultman made the following changes to the agenda:

(1) Consent Agenda Item B - add claim numbers 1-495 totaling \$171,397.76; (2) Consent Agenda Item S - delete the wording "to Unitech, Inc., of MS, for" to read \$6,430.00 to purchase computer system for the engineering department...; (3) Remove Agenda Item #12, Discussion/Action - CDBG Resolutions - this will be discussed at a later meeting after additional information is gathered.

APPROVAL OF CONSENT AGENDA ITEMS A-FF WITH THE EXCEPTION OF "G":

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Lott to approve Consent Agenda Items A-FF as listed on pages 889-890 of this Minute Book W. Prior to a vote being taken, Alderman Fisher **AMENDED THE MOTION** to remove item G from the Consent Agenda to be considered separately. **AMENDMENT TO THE MOTION SECONDED** by Alderman DePriest. **ROLL CALL VOTE** on the amendment to remove item G: Alderman Brabham - "aye", Alderman Ferrell - "nay", Alderman DePriest - "aye", Alderman Todd - "aye", Alderman Fisher - "aye", Alderman Lott - "aye". **AMENDMENT TO THE MOTION CARRIED 5-1.** **MOTION AS AMENDED** to approve Consent Agenda Items A-FF with the exception of item G **CARRIED UNANIMOUSLY.**

After further discussion, since the Parks & Recreation Director

will be out for approximately six weeks due to surgery, said item was referred back to the Parks & Recreation Advisory Board to determine if there is a way to cover the necessary \$574.00 expense to purchase a two-channel radio for the parks department by eliminating some of the other communication equipment (i.e. cellular phones, pagers, etc.)

Consent Agenda Item FF will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items L & T are on file in the Office of the City Clerk. Municipal Court Clerk Certificate may be found on page 891 of this Minute Book W.

SPECIAL EXCEPTION GRANTED FOR CELLULAR TELEPHONE TOWER

MOTION made by Alderman Todd and **SECONDED** by Alderman Ferrell to approve the special exception request of Alltel Mobil Communications, Inc., a partnership of MCTA, to locate a 210' cellular telephone tower north of Magnolia Road near MP&L's sub-station off Northside Drive, noting that said request had been through proper public hearing and approved by the City of Clinton Planning and Zoning Board. **MOTION CARRIED UNANIMOUSLY.**

PUBLIC HEARING FOR UNCLEAR PARCELS

Noting that property owners had been properly notified of a public hearing to be held this night determining whether certain properties listed on page 892 of this Minute Book W were a public nuisance and/or health hazard, Mayor Aultman opened said public hearing.

Public Works Director Alderman gave a brief update of the condition of said lots, noting that the following properties had been cleared: Woods Trading Company on Owen Road; Trustmark Bank for Linda Dixon at 105 Meadowwood Cove; Sadie Singleton at 414 Johnson Street; Alice Jordan at 111 Tarvin Street; and Mr. and Mrs. Dennis Meilstrup at 116 Meadow Lane Circle.

The Board then heard from (1) Mrs. Freeman representing her mother Lena Brown for property on Vernon Road and granted her an additional 30 days to clear said property; (2) Mr. Joe Clarke representing Lebertha Cavitt on Johnson Street was allowed an additional 10 days to clear said property; and (3) O. T. Marshall at 408 Johnson Street was allowed an additional 30 days to clear said property.

No representatives being present regarding said properties itemized in items 4 and 9 owned by Everlean Morris on the corner of Johnson and Owen Roads, and Deborah Reed on the corner of Angelia Lane and Lindale Circle, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott authorizing the Public Works Department to proceed with proper procedures to clear said lots belonging to Everlean Morris and Deborah Reed as mentioned above. **MOTION CARRIED UNANIMOUSLY.**

SETTLEMENT AUTHORIZED FOR DOUBTFUL WATER CLAIM FOR CHARLOTTE BROWN AT 319 LINDA DRIVE

Because of unforeseen circumstances that created this leak, and the circumstances of Mrs. Charlotte Brown, her physical age and inability to get out in the yard very much, and not knowing that the leak was there, and basically not receiving any benefits of the water since it was leaking into the lake, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Ferrell that the City negotiate the settlement of this doubtful claim with Mrs. Brown for the water bill totaling \$1,066.00 at 319 Linda Drive, and accept as payment in full of this matter the sum of \$100 payable on or before December 1, 1994, for the previous billing. This amount is applicable to the water bill only and does not include the amounts due for garbage collection. **MOTION CARRIED UNANIMOUSLY.**

SUPPLEMENTAL AGREEMENT AUTHORIZED WITH SOUTHWEST PAVING AND ANDERSON ENGINEERS FOR SPRINGRIDGE ROAD PROJECT

In accordance with the request for the Mayor to be authorized to sign a supplemental agreement with Southwest Paving to extend the contract period to September 30, 1993, and a supplemental agreement with Anderson Engineers to increase the engineering contract by \$4100.00 for the Springridge Road Project, **MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Brabham to authorize said request. **MOTION CARRIED UNANIMOUSLY.** Copies of said agreements may be found on pages 893-894 of this Minute Book W.

EASEMENT ACQUISITION AUTHORIZED FOR PINEHAVEN ROAD PROJECT

Upon the request of Hinds County for the City to purchase easements totaling \$5,534.50 as shown on page 895-896 of this Minute Book W in order for the County through the State-Aid Division to make significant improvements within the City of Clinton on the Pinehaven Road Project from Northside Drive north on Pinehaven to Highway 49 which will include drainage construction improvements, widening the paving by 2', overlay and leveling work, and replacing the bridge by Hunter's Ridge Subdivision with a box culvert (which requires permanent and construction easements be given to Hinds County), **MOTION** made by Alderman Todd and **SECONDED** by Alderman Lott authorizing the City Engineer to proceed with acquisition of said easements. **MOTION CARRIED UNANIMOUSLY.**

ANNEXATION REQUEST FOR CASTLEWOOD AND GREEN FOREST AREA CONFIRMED

11-1-94 Acting upon the request of residents of the Castlewood and Green Forest areas to be annexed into the City of Clinton, **MOTION** made by Alderman Todd and **SECONDED** by Alderman DePriest that the Mayor direct the City Engineer to prepare the necessary legal descriptions of the Castlewood and Green Forest areas and upon completion of that project and the acquisition of the necessary data, that the City Attorney prepare for this Board the required Annexation Ordinance for review and action. **MOTION CARRIED UNANIMOUSLY.**

SELECTION COMMITTEE APPOINTED TO STUDY ENGINEERING PROPOSALS FOR NORTH-SOUTH PARKWAY PRELIMINARY ENGINEERING DESIGN

Upon the request of Mayor Aultman, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Lott to approve that the following people named by the Mayor serve on the Selection Committee to study the engineering proposals of those firms bidding to do the preliminary engineering design of the north-south parkway: City Engineer Broome, Public Works Director Alderman, City Clerk Byrd, Mayor Aultman, and Aldermen Ferrell and Fisher. **MOTION CARRIED UNANIMOUSLY.**

AUTHORIZATION TO EXECUTE RAILROAD AGREEMENT AND FEE

MOTION made by Alderman Lott and **SECONDED** by Alderman Fisher authorizing the Mayor to execute the necessary Railroad Agreement with The Kansas City Southern Railway Company for pipeline crossing and \$1,250.00 fee for the Northwest Sewer Consolidation Project as found on pages 897-900 of this Minute Book W with the correction of wording in paragraph 9 from the City of Pineville to the City of Clinton, and to make clear that the payment of this one time \$1,250.00 fee gets the City of Clinton this easement perpetually, which crosses basically at the rear of the Douglas Battery lot. **MOTION CARRIED UNANIMOUSLY.**

OTHER BUSINESS

(A) The Mayor apprised the Board that the City is getting ready to

take quotes for professional services for bond counsel and financial advisor for the water/sewer bond issue. Said quotes will be brought to the Board on November 16, 1994, and on December 6, 1994, the Board will consider passing an intent to issue said resolution.

(B) The Mayor apprised the audience that the City has had some serious computer problems at City Hall and has not yet produced this month's water bills. The bills will hopefully be out by November 10, and again by the end of November, 1994, to get back on regular schedule of water billing.

ADJOURNMENT - 7:55 P.M.

There being no further business to discuss, **MOTION** made by Alderman Todd and **SECONDED** by Alderman Fisher to Recess until November 15, 1994, 7 P.M. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 889-890 of this Minute Book W.

APPROVED: Rosemary Aultman November 7, 1994
Rosemary Aultman, Mayor Date

ATTEST: Nelson Byrd November 7, 1994
Nelson Byrd, City Clerk Date

SEAL

AGENDA ITEM -- CLEAN LOTS-- NOVEMBER 1, 1994

1. Lena Brown -- Vernon Road -- Parcel # 2860-884
MRS. Freeman Abandoned house, unkept surroundings
2. Lebertha Cavitt -- Johnson Street -- Parcel # 2862-165-230
 Overgrown vacant lot

- cleared* 3. Woods Trading Co. -- Owen Road -- Parcel # 2860-786-2
 Overgrown lot with radio tower
4. Everlean Morris (Minor) -- corner of Johnson Road and Owen Road -- Parcel # 2862-165-197 & 2862-165-198
 Trash, debris scattered, yard needs to be cut and cleaned

- cleared* 5. Trustmark Bank (Linda Dixon) mortgage holder for 105 Meadowwood Cove -- (Carmen & Tammy Caudill) -- Parcel # 2862-164-224
 House vacant & in process of being re-possessed--owners left debris scatter and yard needs to be cut (Trustmark is responsible until HUD)

- cleared* 6. Sadie Singleton -- 414 Johnson Street -- Parcel # 2862-165-154
 Car sitting on blocks in street right-of-way needs to be moved, street narrow making it hard for cars to meet, car has been there for a long time and work is not being done - *called - will have car moved*

7. O. T. Marshall -- 408 Johnson Street -- Parcel # 2862-165-218
 House burned and has been removed, vacant lot needs to be cut and cleaned (*daughter came by office on 10/24 - said she is working to get some help*)

- cleared* 8. Alice Jordan -- 111 Tarvin Street -- Parcel # 2860-948
 Vacant lot needs to be cut and cleaned - *came by - will cut*

9. Deborah Reed -- Angelia Lane and Lindale Circle -- Parcel #'s 2862-175-114 and 2862-175-304
 Vacant lots need to be cut and cleaned

- cleared* 10. Mr/Mrs Dennis Meilstrup -- 116 Meadow Lane Circle -- Parcel # 2862-110-420
 Back yard needs to be cut - area that can be seen from Arlington Street - *son called - will get grass cut if ground gets dry*

SUPPLEMENTAL AGREEMENT

Sheet 1
City of Clinton
Clinton, Mississippi

WHEREAS, WE, Southwest Paving, Inc., Contractors,
and _____, Surety, entered
into a contract with the City of Clinton on the 5th day
of April 19 92, for the construction of _____
Springridge Road Widening Project No. _____,
M-6932 (2) Hinds County _____; and

WHEREAS: Additional contract time was warranted due to
weather delays. The revised contract completion date is
September 30, 1993.

This agreement in no way modifies or changes the original
contract of which it becomes a part, except as specifically
stated herein.

NOW, THEREFORE, WE Southwest Paving, Inc.,
CONTRACTORS, and _____, Surety, hereby
agrees to said Supplemental Agreement consisting of the above
mentioned items and prices and agree that this supplemental
agreement is hereby made a part of the original contract to
be performed under the specifications thereof, and that the
original contract is in full force and effect, except insofar
as it might be modified by this Supplemental Agreement.

Dated, this 12th day of October, 19 94

ST. PAUL FIRE AND MARINE INSURANCE CO.

Southwest Paving, Inc.
CONTRACTOR

BY: _____

BY: _____

RECOMMENDED FOR APPROVAL: _____

W.E. French, 19
Attorney-in-Fact

City Engineer

Rosemary G. Gaultman
Mayor

STATE TRANSPORTATION
COMMISSION OF MISSISSIPPI

Construction Engineer

By: _____

Director

Chief Engineer

SUPPLEMENTAL AGREEMENT

Sheet 1
City of Clinton
Clinton, Mississippi

WHEREAS, WE, Anderson Engineers, P.A., Contractors,
entered into a contract with the City of Clinton on the
21 day of November 19 91, for the construction
of Springridge Road Widening Project
No. M-6932 (2), Hinds County y; and

WHEREAS: Additional engineering, inspection and administrative time
was expended due to a significant overrun of the construction
contract time. Increase engineering contract amount \$4,100.

This agreement in no way modifies or changes the original
contract of which it becomes a part, except as specifically
stated herein.

NOW, THEREFORE, WE Anderson Engineers, P.A.,
CONTRACTORS, hereby agrees to said Supplemental Agreement
consisting of the above mentioned items and prices and agree
that this supplemental agreement is hereby made a part of the
original contract to
be performed under the specifications thereof, and that the
original contract is in full force and effect, except insofar
as it might be modified by this Supplemental Agreement.

Dated, this 28 day of September, 1994

~~SURETY~~

James T. Anderson For
Anderson Engineers, P.A.
CONTRACTOR

BY: _____
RECOMMENDED FOR APPROVAL:

BY: _____
APPROVED: _____, 19

City Engineer

Rosemary G. Gaultman
Mayor

STATE TRANSPORTATION
COMMISSION OF MISSISSIPPI

Construction Engineer

By: _____
Director

Chief Engineer

BARRY VICKERY
District 1

DOUGLAS "DOUG" ANDERSON
District 2

PEGGY HOBSON CALHOUN
District 3
President



RONNIE CHAPPELL
District 4
Vice President

GEORGE S. SMITH
District 5

ANDREW JENKINS
Road Manager/Public
Works Director

Department of Public Works

August 18, 1994

Mr. Richard Broome, P. E.
City of Clinton
P. O. Box 156
Clinton, Mississippi 39060

Dear Mr. Broome:

Transmitted herewith are copies of appraisals for the Acquisition of Right-of-Way located in the City of Clinton for the Pinehaven Road Project.

Please proceed with the right-of-way acquisition. Should you have questions, please contact me.

Sincerely yours,

Andrew Jenkins

AJ/mt

Enclosures

RECEIVED

AUG 22 1994

CITY OF CLINTON
ENGINEER DEPARTMENT

PINEHAVEN ROAD EASEMENTS

OWNER	APPRAISED VALUE
C. E. Jr. and Marie A. Hill	\$ 932.50
Pine Lake Joint Venture	\$2,562.00
Shelby Wilson Mitchell, Jr.	\$2,040.00
TOTAL	\$5,534.50

PIPELINE CROSSING CONTRACT

AGREEMENT entered into on October 11, 1994 between THE KANSAS CITY SOUTHERN RAILWAY COMPANY a corporation called herein "Licensor"; and CITY OF CLINTON, MISSISSIPPI, to be addressed at P.O. Box 156, Clinton, Mississippi 39060, called herein "Licensee".

1. Licensor hereby grants Licensee the right to lay and maintain proposed 8" underground sewer pipeline encased in a 14" x 80' steel casing pipe under its tracks and property at M.P. VM 107.73, Clinton, Mississippi, the course of said pipeline being described as follows:

As indicated in red on print of Drawing No. 20000-62
dated 8/26/94 marked Exhibit "A", attached to and made
a part hereof.

2. Said pipeline shall be laid in a manner acceptable to Licensor's Engineer, and plans for same shall be submitted for his approval before construction work begins.

Laying, maintenance, operation and use of said line shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars, and said pipeline shall be laid with a suitable protective casing at a minimum depth of 5 1/2 feet below the bottom of Licensor's base of rail and at a minimum depth of thirty-six inches (36") below the ground at other points on the right-of-way. Excavations made on Licensor's property shall be promptly refilled by Licensee, the earth well tamped, the ground left in the same condition as before laying of said pipeline, and locations of the pipeline marked and the markers maintained and plainly visible at the right-of-way lines. Installation under tracks shall be by either the dry bore and jack or tunnel method.

The pipeline shall be maintained so as to prevent the escape of gas or liquid being conveyed through same, and said connections or valves shall not be placed therein nearer than forty (40) feet to center of Licensor's nearest track.

If required by Licensor's Engineer, gates and check valves shall be placed in convenient locations so Licensor's property will not be endangered by accidents to the pipeline.

3. Licensee shall promptly make necessary repairs to said pipeline, and, in the event of failure to do so, repairs may be made by Licensor at cost of Licensee, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Licensor at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Licensor's request, and, upon the failure of Licensee to do so, Licensor may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

Licensee, hereby assumes any and all risks arising out of, incident to, or in any way connected with the construction, maintenance, operations use or removal of the pipeline. In consideration of the privileges herein granted, Licensee further expressly agrees to indemnify and save harmless Licensor and any other railway companies operating over, or using the tracks of Licensor, its or their officers, agents, servants and employees, successors and assigns, as the case may be, from and against any and all actions, proceedings, claims, demands, losses, outlays, damages, liabilities and expenses, including attorneys' fees, which may be incurred on account of injury to or death of any person whomsoever, or loss of or damage to any property in any way, directly or indirectly, resulting from, arising out of, or connected with the construction, maintenance, operation, use or removal of said pipeline by Licensee or by anyone acting in its behalf, its or their, as the case may be, exercise of or

performance of or its or their failure to exercise or perform any of the rights, privileges, duties or obligations granted or imposed under the provisions of this agreement. Licensee agrees to indemnify Licensor and other railway companies operating over, or using the tracks of Licensor, its or their officers, agents, servants and employees, successors and assigns from and against their own negligence, except for such injury, death, loss or damage which may be due to the sole active negligence of Licensor, its officers, agents, servants, or employees. Licensee hereby releases said railway companies from all damages to said pipeline from any cause whatever.

4. Rights herein granted are personal and not assignable without Licensor's written consent. The provisions of this License shall be binding upon the successors and permitted assigns of both parties.

5. Upon termination of this License, Licensee shall immediately remove the pipeline from the property of Licensor. Upon failure of the Licensee to remove the pipeline Licensor may remove it at Licensee's expense, which cost and expense Licensee agrees to pay.

6. Licensee agrees to pay for use of Licensor's right-of-way and the privilege hereby granted, the sum of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00), upon execution of this contract and thereafter the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) annually, in advance of the anniversary date of this contract or a one-time fee of TWELVE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,250.00).

Should Licensor consider it necessary or desirable to supervise the installation and/or removal of the pipeline or to provide protection for its trains during such installation or removal, Licensee, upon receipt of bill therefor, shall reimburse Licensor for all cost and expense so incurred by it.

7. This agreement shall continue in force for one (1) year, and thereafter until terminated by thirty (30) day's notice in writing, given by either party to the other.

8. Environmental Protection: The Licensee shall not permit hazardous waste, hazardous substances or hazardous materials on (in) the area covered by this agreement without the written consent of the Licensor.

The Licensee shall at all times keep the area covered by this agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this agreement due to Licensee's use and occupancy thereof, the Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of the Licensor and any governmental body having jurisdiction thereover.

The Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by the Licensor. If, as a result of the Licensee's operation hereunder, any such ordinance, rule, regulation, requirement, decree, consent decree, judgment, permit or law is violated, or if, as a result of any action by the Licensee, any hazardous or toxic waste, materials or substances should enter or otherwise affect any part of the area covered by this agreement (including surface, subsurface, airborne and/or ground contamination), the Licensee shall protect, save harmless, defend and indemnify the Licensor from and against any penalties, fines, costs, response, remedial, removal and clean-up costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever, including legal fees and court costs, imposed

upon or incurred by the Licensor, caused by, resulting from or in connection with such violation or violations.

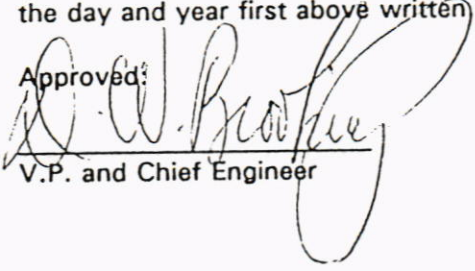
The Licensee agrees to defend, indemnify and hold harmless the Licensor from and against any and all claims, demands, actions, liability, responsibility and causes of action asserted against them for death, injury, loss or damage resulting to the Licensor's employees or property, or to the Licensee or the Licensee's employees or property, or to any other persons or their property, and for all penalties, fines, costs, response, removal, remedial and clean up costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever, including legal fees and court costs, arising from, related to or happening in connection with the use of the area covered by this agreement by the Licensee and its agents, servants, employees, contractors and representatives.

The Licensee further agrees that its obligation of indemnity hereunder shall be strict and absolute and shall remain in full effect irrespective of any negligence on the part of the Licensor.

9. Licensee agrees to furnish Licensor with a certified copy of resolution or ordinance adopted by the City of ~~Pineville~~ ^{Clinton} authorizing the Mayor and City Clerk to execute this contract on behalf of the City.

IN WITNESS WHEREOF, Parties hereto have caused this agreement to be executed in duplicate the day and year first above written

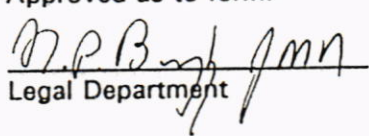
Approved:


V.P. and Chief Engineer

Approved:

A.V.P. - Special Projects

Approved as to form:


Legal Department

Approved as to execution:

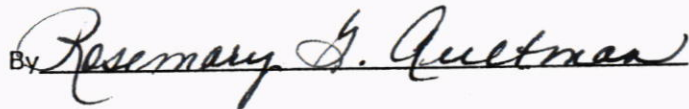
Legal Department

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By _____

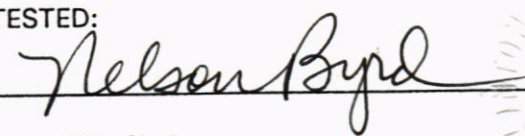
Its Executive Vice President & C.O.O.

CITY OF CLINTON, MISSISSIPPI

By 

Its Mayor

ATTESTED:

By 

Its City Clerk

PIPE SPECIFICATION

CARRIER PIPE:

SIZE: 8 INCHES

MATERIAL: PVC

CONTENT: Sewage

WALL THICKNESS: .332 IN. CASING LENGTH: 80 LF.

CASING PIPE:

SIZE: 14 INCHES

MATERIAL: Steel

WALL THICKNESS: .25 IN.

NOTES:

UNCASED CARRIER PIPE.

CARRIER PIPE UNDER RAILWAY TRACKS SHALL NOT BE LESS THAN 10 FT. FROM THE BASE OF RAIL TO THE TOP OF THE PIPE AT ITS CLOSEST POINT. AT ALL OTHER LOCATIONS ON THE RIGHT-OF-WAY THE MINIMUM GROUND COVER MUST BE 6 FT. WHERE IT IS NOT POSSIBLE TO SECURE THE ABOVE DEPTH, CASING OR OTHER MEANS OF PROTECTION WILL BE REQUIRED.

CASED CARRIER PIPE.

IF CASING IS VENTED, CASING SHALL EXTEND TO RIGHT-OF-WAY LINES. TOP OF CASING SHALL BE A MINIMUM OF 5 1/2 FT. BELOW BASE OF RAIL & MINIMUM 3 FT. BELOW NATURAL GROUND OR DITCH BOTTOM. IF CASING IS NOT VENTED, CASING SHALL EXTEND A MINIMUM OF 25 FT. (AS MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF THE OUTSIDE TRACK. CASING SHALL BE SEALED FOR VENTED & NONVENTED PIPELINES.

LONGITUDINAL PIPELINES.

PIPELINE LAID LONGITUDINALLY ON RAILWAY RIGHTS-OF-WAY 50 FT. OR LESS FROM CENTERLINE OF TRACK, SHALL BE BURIED NOT LESS THAN 4 FT. FROM GROUND SURFACE TO TOP OF PIPE. WHERE PIPELINE IS LAID MORE THAN 50 FT. FROM CENTERLINE OF TRACK, MINIMUM COVER SHALL BE AT LEAST 3 FT.

Proposed 8" sewer
line crossing at
V.S. 5687+88 = MP-VM 107.73

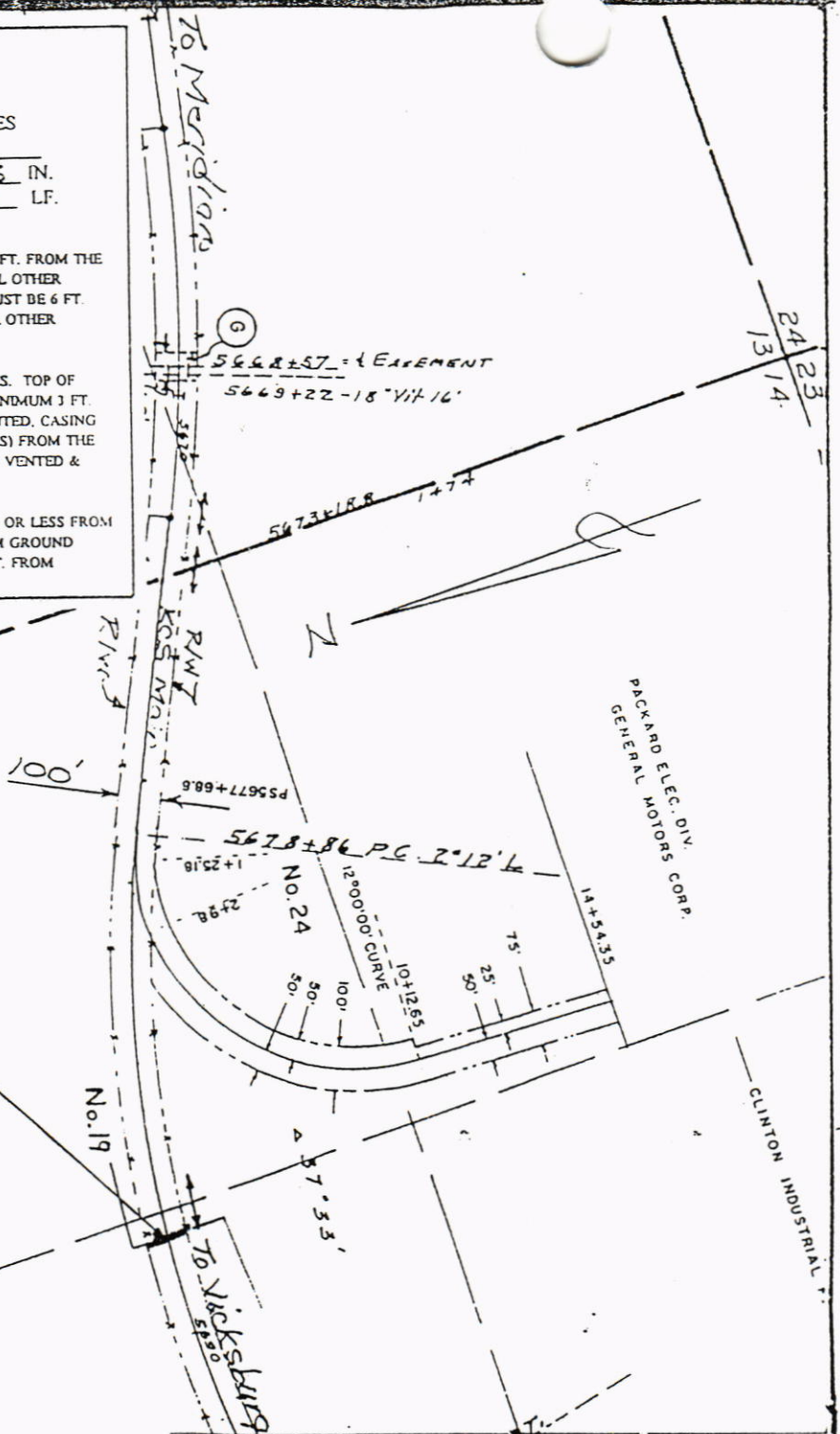


EXHIBIT A

THE KANSAS CITY SOUTHERN RY. CO.

proposed 8" sewerline crossing
at V.S. 5687+88 = MP-VM 107.73
Clinton Ms.



DRAWN BY	DATE	VAL. SEC.	SHEET NO.
DSW	8-26-94	V4	1 OF 1
CHECKED BY	SCALE	FILE	DRAWING NO.
	1"=400'	VM 108/30	20000/62