

**RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 17, 1993 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton met in Recessed Meeting at 7 P.M., at the Municipal Courtroom, 305 Monroe Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of August 3, 1993, as found on Page 56 of this Minute Book W.

WELCOME AND CALL TO ORDER

Following the invocation and pledge of allegiance, Mayor Rosemary Aultman extended a special welcome to new City Attorney Ken Dreher and Carolyn Mills of Pyle, Dreher, Mills, and Dye, P.A. The following Clinton young people were then recognized and honored with a certificate for their outstanding accomplishments: The Dizzy Dean All-Star Baseball Team and Coaches who won District and State Championships and placed fourth in the National Dizzy Dean Championship; Bridget McCart who won the Miss Teen Mississippi Title; Kristen Holifield, who won the National Teen Hemisphere Title; and Chad Ginn who won the State Amateur Golf Championship.

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Mayor Aultman followed by the Pledge of Allegiance to the Flag led by Alderman Todd.

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
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Rosemary Aultman - Presiding

City Attorney Ken Dreher
City Clerk Nelson Byrd

AGENDA CHANGES

Prior to beginning City business, Mayor Aultman announced the following items would be added to the agenda: (1) Consent Agenda Item Z - \$178.75 ad in the Clinton News Football Preview Guide; and (2) under "other business" the approval of a supplemental agreement with Southwest Paving Company contingent upon delivery of a fully executed contract extending the contract period for the Springridge Road Widening Contract from April 16, 1993 to September 15, 1993, and the approval of two payment requests from same.

APPROVAL OF CONSENT AGENDA ITEMS A-Z:

MOTION made by Alderman Fisher and **SECONDED** by Alderman Touchton to approve Consent Agenda Items A-Y as listed on page 73 of this Minute Book W and the addition of Consent Agenda Item Z as listed above, noting that Consent Agenda Items B, Y, & Z, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY.** Quotes listed in item G are on file in the Office of the City Clerk.

TURNER GRANTED 60 DAY EXTENSION TO REMOVE TRAILERS AND DEBRIS FROM SOUTH WARRENTON ROAD

Mr. John Turner of Route 2, Box 1272, Jackson, MS, having begun the process of cleaning up the trailers and debris on South Warrenton Road but needing additional time and help to complete said clean up, requested a time extension to bulldoze debris into heaps and requested assistance of Fire Department to burn said materials. Fire Chief Landrum stated that he would be willing to assist Mr. Turner as long as hazardous materials and tires, etc., were not in the burn vicinity. **MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Brabham to grant a sixty day extension to Mr. Turner to bring said property up to City standards. **MOTION CARRIED UNANIMOUSLY**. Fire Chief Landrum is to get with Mr. Turner and advise him how the Fire Department can help him.

ADOPTION OF GENERAL SERVICES AGREEMENT WITH ALFORD ENGINEERING

MOTION made by Alderman Touchton and **SECONDED** by Alderman DePriest to enter into the General Services Agreement as found on pages 75-80 of this Minute Book W with Alford Engineering. **MOTION CARRIED UNANIMOUSLY**.

BRABHAM NAMED BOARD OF ALDERMEN LIAISON TO CHAMBER BOARD

MOTION made by Alderman Todd and **SECONDED** by Alderman Ferrell to appoint Alderman Brabham to serve as the City liaison representative for the Chamber Board of Directors (replacing Alderman Valente). **MOTION CARRIED UNANIMOUSLY**. Per the Chamber Bylaws, the Mayor serves as a non-voting member of the Chamber Board of Directors and one member of the Board of Aldermen is appointed annually in October to serve as one of the fifteen voting members on the Chamber Board of Directors. This liaison alderman position does not preclude other aldermen who are members of the Chamber of Commerce from being elected to the Chamber Board of Directors in the normal fashion as provided by Chamber Bylaws.

PARK LOCATED BY FIRE STATION #3 TO BE NAMED NORTHSIDE PARK

Noting that citizens in the immediate vicinity of the park located by Fire Station #3 have requested said park to be named "Northside Park", **MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Brabham to so name park. **MOTION CARRIED UNANIMOUSLY**. Copy of petition requesting said name may be found in the Office of the City Clerk.

OTHER BUSINESS

APPROVAL OF SUPPLEMENTAL AGREEMENT AND PAY REQUESTS #6 AND #7 FOR SOUTHWEST PAVING

Acting upon the request of Mayor Aultman to approve that Supplemental Agreement with Southwest Paving Company extending the Springridge Road Widening paving agreement from April 16, 1993 to September 15, 1993, contingent upon the delivery of a fully executed contract, and to approve payment requests #6 and 7 from Southwest Paving in the amounts of \$6,289.65 and \$19,946.29 based on receipt of properly executed contract, **MOTION** made by Alderman DePriest and **SECONDED** by Alderman Todd to so approve. **MOTION CARRIED UNANIMOUSLY**. Supplemental Agreement may be found on pages 81-82 of this Minute Book W.

ISTEA BIKE PATH PROJECT DISCUSSED

Mayor Aultman apprised the Board that the Review Committee who was selected to study the ISTE A Bike Path proposals and make a recommendation to the Board of Aldermen has studied said proposals and selected Neel-Schaeffer, Inc., as the engineering firm to produce a city-wide bicycle routing plan, appropriate signage, and the construction of new bicycle/pedestrian paths as stated in the approved ISTE A, Transportation Enhancement fund application. Mayor Aultman stated that if there were no objections, she would proceed with negotiations with Neel-Schaeffer. Alderman DePriest requested an update on the overall project before any monies were allocated. NO BOARD ACTION was taken. Said proposals are on file in the office of the City Clerk.

UPDATES ON CITY PROJECTS

Updates were given on the status of projects including the motel on Highway 80; the Dehmer property development; and the fact that the Fire Rating Class for Clinton has been lowered from a Class 6 to a Class 5 which will be a significant savings for businesses and a slight savings for homeowners. Alderman Brabham requested that a letter of appreciation be sent to the Highway Department for the road/ditch work they did on Highway 80 in front of the Mississippi College President's Home and the work around the interchange.

ADJOURNMENT - 7:45 P.M.

There being no further business to discuss, MOTION made by Alderman Ferrell and SECONDED by Alderman Lott to adjourn. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 73-74 of this Minute Book W.

APPROVED:

Rosemary Aultman
Rosemary Aultman, Mayor

August 20, 1993
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

August 20, 1993
Date

SEAL

**GENERAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF CLINTON
AND
ALFORD ENGINEERING**

This is an Agreement made this ____ day of _____, 1993, by and between the City of Clinton, Post Office Box 156, Clinton, Mississippi 39060 (OWNER) and Alford Engineering, Consulting Engineers, Post Office Box 16621, Jackson, Mississippi 39236 (ENGINEER).

The OWNER hereby employs the ENGINEER to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the OWNER'S professional representative on the services as may be authorized and to provide professional engineering consultation as may be required. The ENGINEER agrees to provide the professional services authorized by the OWNER, and OWNER agrees to compensate the ENGINEER for the professional services rendered.

The OWNER and ENGINEER further agree that the purpose of this Agreement is to authorize certain general professional engineering and land surveying services for which the scope of work is limited or not readily definable. In addition, the OWNER and ENGINEER agree that for any professional services for which the scope of work is readily definable, that a separate agreement shall be prepared to authorize that work, and such services shall be performed consistent with the terms and conditions of performance inconsistent with this agreement in which case the terms and conditions of the separate agreement shall control. The OWNER and ENGINEER hereby agree to the following provisions:

I. ENGINEER'S RESPONSIBILITIES

- 1.1 The ENGINEER shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the OWNER;
- 1.2 The ENGINEER shall consult with the OWNER to establish the OWNER'S requirements for the professional services identified by the OWNER;
- 1.3 The ENGINEER shall consult with the OWNER regarding the need for the OWNER to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the OWNER, and assist the OWNER in securing such special services;
- 1.4 The ENGINEER shall furnish the professional services required by the OWNER for such endeavors including the provision of evaluations, comparative analyses of potential alternatives, reports of the findings and recommendations, land surveys, planning reports, design engineering, construction engineering, opinions of probable constructions cost, project budgetary information and any other professional services deemed appropriate by the OWNER;
- 1.5 The ENGINEER shall prepare and provide to the OWNER at least three copies of any evaluation, analysis, report, survey, design or construction engineering document, opinion of cost or any other deliverable resulting from the services provided by

the ENGINEER; and

- 1.6 The ENGINEER shall provide the general services relative to this Agreement in accordance with the general scope of services that may be prepared from time to time for various initiatives, which shall be and become attached to and made a part of this Agreement.

2. OWNERS'S RESPONSIBILITIES

- 2.1 The OWNER shall provide the necessary support and assistance in a timely manner so as not to delay the services of the ENGINEER;
- 2.2 The OWNER shall provide all criteria and full information as to OWNER'S requirements for the professional services required and designate in writing a person with authority to act on the OWNER'S behalf on all matters concerning the work effort;
- 2.3 The OWNER shall furnish to ENGINEER all existing studies, reports and other available data pertinent to the work, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER'S services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER'S services under this agreement;
- 2.4 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder; and
- 2.5 The OWNER shall bear all costs incident to compliance with the requirements of this Section.

3. PERIOD OF SERVICE

- 3.1 The general services authorized by this Agreement shall be performed in accordance with this Agreement during calendar year 1993;
- 3.2 The general services performed after calendar year 1993, shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the OWNER and ENGINEER; and
- 3.3 The general services for the work authorized by this agreement shall be considered complete upon the acceptance of the work product by OWNER or upon the passage of thirty (30) days after the date the deliverable is submitted to the OWNER, whichever date is earlier.

4. COMPENSATION TO THE ENGINEER

- 4.1 The ENGINEER shall provide the general services authorized herein on an hourly basis in accordance with the standard hourly billing rates of the ENGINEER, a copy of which is attached hereto for calendar 1993;
- 4.2 The ENGINEER shall notify the OWNER of the standard hourly billing rates that shall apply to the services rendered under this AGREEMENT no less than annually

after calendar year 1993;

- 4.3 The OWNER shall compensate the ENGINEER for the general services authorized by this Agreement in accordance with the hourly rates, plus direct reimbursable expenses including printing, postage, travel, subsistence and the like;
- 4.4 The ENGINEER shall submit monthly invoices for the general services rendered in accordance with the hourly rates, and shall invoice for the direct expenses incurred at cost;
- 4.5 The OWNER shall make prompt monthly payments to the ENGINEER for services rendered;
- 4.6 The ENGINEER'S general services and hourly rates are provided on the basis of prompt payment by the OWNER of invoices rendered and continuous progress on the work by the ENGINEER until submission of work product;
- 4.7 If the Owner fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER'S statement, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth (30th) day, and in addition, ENGINEER may, after giving seven (7) day's written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5. COST CONTROL

- 5.1 The OWNER'S budgetary requirements and considerations with respect to the work effort shall be established 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 cost 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 of 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.

6. GENERAL CONSIDERATIONS

- 6.1 All documents prepared or furnished by ENGINEER, and ENGINEER'S independent professional associates and consultants, pursuant to this Agreement are instruments of service and ENGINEER shall retain an ownership and property interest therein. OWNER may make and retain copies for information and interest therein. OWNER may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by OWNER or others. Any reuse without written verification of adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER or to ENGINEER'S independent professional associates and

consultants, from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification of adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER;

- 6.2 The obligations to provide further services under this Agreement may be terminated by either party upon 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 for failure of the Owner to perform, the ENGINEER shall be paid for all services 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;
- 6.3 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 by paragraph 6.4, 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;
- 6.4 Neither OWNER nor 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;
- 6.5 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;
- 6.6 This Agreement together with such amendments which shall be added from time to time constitutes the entire Agreement between OWNER and ENGINEER and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

7. SPECIAL PROVISIONS

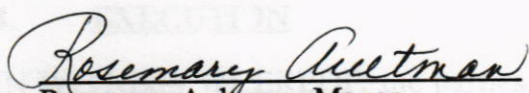
- 7.1 ENGINEER'S Insurance: The ENGINEER shall acquire and/or maintain statutory workmen's compensation insurance coverage, errors and omissions, employer's liability and general liability insurance coverage for the life of this Agreement

8. **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF CLINTON, MISSISSIPPI

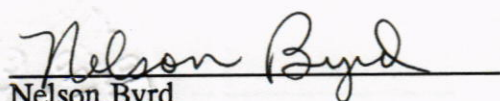
ALFORD ENGINEERING

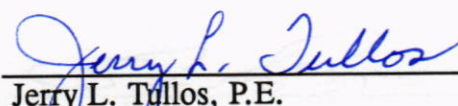

Rosemary Aultman, Mayor


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

ATTEST:

ATTEST:


Nelson Byrd
City Clerk


Jerry L. Tullos, P.E.

STANDARD HOURLY BILLING RATES

1993

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$70.00
Project Manager/ Engineer	60.00
Design Engineer	50.00
Engineering Technician	32.00
Registered Surveyor	40.00
Designer/Draftsman	30.00
Computer Aided Design (CAD)	30.00
Clerical	25.00
Resident Project Representative	32.00
Survey Party	60.00

AGREEMENT

THIS AGREEMENT entered into on this the 17 day of August, 1993, between SOUTHWEST PAVING, INC., a Mississippi corporation, whose address is P.O. Box 3039, Brookhaven, Mississippi 39601, and the CITY OF CLINTON, MISSISSIPPI, a municipal corporation, whose address is 300 Jefferson Street, Clinton, Mississippi 39056.

WHEREAS, the City of Clinton, Mississippi, and Southwest Paving, Inc. entered into an Agreement on the 5th day of April, 1992, for the construction of Federal Aid Urban System Project No. M-6932(2) in Clinton, Hinds County, Mississippi; and

WHEREAS, the completion date of the project, according to the terms of the contract, was April 16, 1993; and

WHEREAS, said project was not completed on that date; and

WHEREAS, the City of Clinton, Southwest Paving, Inc., the Mississippi State Department of Transportation and the Federal Highway Administration have entered into negotiations; and

WHEREAS, these negotiations have resulted in an extension of time for the completion of said project to July 30, 1993; and

WHEREAS, the City of Clinton, Mississippi, and Southwest Paving, Inc. desire to enter into a separate Agreement whereby the City of Clinton agrees that Southwest Paving, Inc. will have until September 15, 1993, to complete Project No. M-6932(2); and

WHEREAS, Southwest Paving, Inc., in consideration of the City of Clinton agreeing to an extension of the completion date to September 15, 1993, desires to waive any claim it might have against the City of Clinton related to this project which arose prior to the date of this Agreement;

IT IS, THEREFORE, AGREED as follows:

1. For and in consideration of the City of Clinton agreeing to an extension of time to September 15, 1993, for the completion of Federal Aid Urban System Project No. M-6932(2), which extension is hereby granted by the City of Clinton,

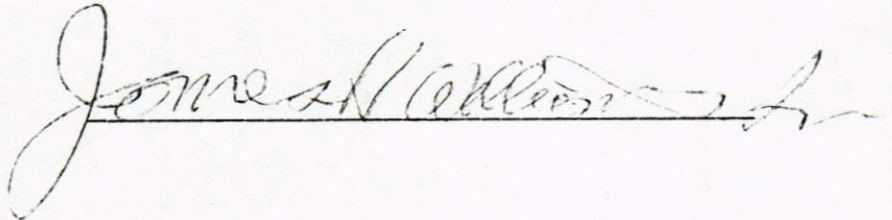
Mississippi, Southwest Paving, Inc. hereby waives and abandons any claim that it has, or might have, against the City of Clinton, Mississippi, that arose, or might arise, out of the Agreement between the City of Clinton, Mississippi, and Southwest Paving, Inc., the Mississippi Department of Transportation and the Federal Highway Administration in the performance of Federal Aid Urban System Project No. M-6932(2), and Southwest Paving, Inc. will hold the City of Clinton, Mississippi, harmless against any and all claims arising out of Project No. M-6932(2) prior to the date of this Agreement.

2. This Agreement in no way modifies or changes the original contract in Project No. M-6932(2), except as specifically stated herein, or affects any claim that the Mississippi Department of Transportation or the Federal Highway Administration might have in the premises.

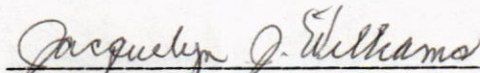
THIS AGREEMENT entered into on the date first above written.

SOUTHWEST PAVING, INC.

By:

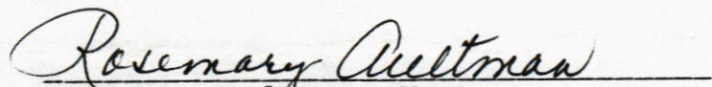


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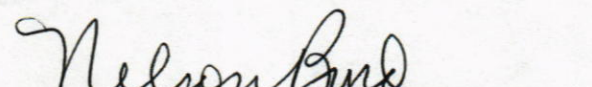

Secretary

THE CITY OF CLINTON, MISSISSIPPI

By:


Rosemary Aultman, Mayor

ATTEST:


Nelson Byrd, City Clerk