

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 5, 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, April 5, 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 presentation of Colors and the Pledge of Allegiance to the Flag led by Boy Scout Troop #88 from Clinton's First United Methodist Church.

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

Attorney Carolyn Mills acting on behalf of City
Attorney Ken Dreher who was away in New York
City Clerk Nelson Byrd

AGENDA CHANGES

Item 00 as follows will be added to the Consent Agenda: \$140.00 to MS Municipal Service Company for Alice Burchfield and Nelson Byrd to attend a seminar on personnel issues. Add after item 11, discussion of an engineering services agreement with Williford, Gearhart & Knight for the Governor's Highway Safety Program Sign Project. Remove item 10 from the agenda until the April 19, 1994, meeting in order to gather additional data pertaining to the discussion of the water rate tier structure modification. Add presentation by Bruce Harris, President of the Clinton Chamber of Commerce, for a "Policeman of the Year Award".

EASTSIDE ACCENT STUDENTS MAKE HISTORICAL PRESENTATION TO BOARD

Brecken Anderson, Nick Modisett, David Ellis and Melissa Anne Walker, students from Mrs. Annette Garriga's 5th Grade Accent Class from Eastside School, made a very informative fifteen minute presentation to the Board of Aldermen regarding historical data they had found through retrieving names at the Clinton Cemetery of persons who had lived during the Civil War years, and then researching those names through wills, tax records, etc. at the archives. The students closed by inviting the Board and the general public to their play the first week in May where they will "bring back to life" and re-create those persons that they researched.

114th MILITARY POLICE DAY DECLARED AS APRIL 15, 1994

In honor and recognition of the 114th Military Police Unit, Mayor Aultman presented a proclamation to Captain Greg Harget and Sgt. Deryll Durr declaring 114th Military Police Day in Clinton, Mississippi, as April 15, 1994, and invited the public to attend the Open House that day at the National Guard Armory on Northside Drive. Copy of said proclamation was made a part of the permanent records of the City of Clinton.

CHAMBER ESTABLISHES POLICEMAN OF THE YEAR AWARD AND PRESENTS PERMANENT PLAQUE TO POLICE CHIEF

The Clinton Chamber of Commerce has established a "Policeman of the Year" Award. Each November, the Chamber's Awards Committee will solicit nominations from the community and will choose the policeman of the year from these nominations based on determined criteria. The policeman of the year will be recognized with a personal plaque at the Chamber Banquet in January each year and his name will be engraved on the permanent plaque which will remain housed in the police department. Chamber President Bruce Harris then presented the permanent plaque to Police Chief Byington. It was further noted that said permanent plaque was donated by Aldermen Ben Todd and Phil Fisher.

APPROVAL OF CONSENT AGENDA ITEMS A-00:

MOTION made by Alderman Touchton and **SECONDED** by Alderman Lott to approve Consent Agenda Items A-00 as listed on pages 448-449 of this Minute Book W, noting that Consent Agenda Items F and M, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items D, E, and DD are on file in the Office of the City Clerk. Certificates listed in item Q may be found on pages 451-452 of this Minute Book W. **MOTION CARRIED UNANIMOUSLY.**

1207 NEAL STREET RE-ZONING GRANTED

Post Adv. ORD P-585-588 IN ORD. BK #. 718 452A-D in Min BK. W NB POP 452E

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to grant that request of Som Dutt to re-zone property located at 1207 Neal Street from R-2 to C-1. **MOTION CARRIED 7-0** with Alderman Ferrell abstaining. Public Hearings have been previously documented as shown on pages 438-440 of this Minute Book W.

SPECIAL EXCEPTION REQUEST OF NEW TESTAMENT CHURCH GRANTED

MOTION made by Alderman Todd and **SECONDED** by Alderman Lott to accept the Planning and Zoning Board's recommendation and grant that special exception request of the New Testament Church of the Apostolic Faith to re-locate their sanctuary to Cherry Park Subdivision on Old Vicksburg Road. **MOTION CARRIED UNANIMOUSLY.** Proof of public hearing may be found on page 453 of this Minute Book W.

SIGN VARIANCE REQUEST OF CLASSIC OUTDOOR SERVICES DENIED

MOTION made by Alderman Fisher and **SECONDED** by Alderman Ferrell to deny the variance request of Classic Outdoor Services to increase square footage of two interstate signs from 300-500 square feet. **ROLL CALL VOTE:** Alderman Brabham - "deny variance", Alderman Ferrell - "deny variance", Alderman DePriest - "deny variance", Alderman Todd - "deny variance", Alderman Fisher - "deny variance", Alderman Touchton - "allow variance", Alderman Lott - "allow variance". **MOTION TO DENY VARIANCE CARRIED 5-2.**

TWIN LAKES OF CASCADES SUBDIVISION PRELIMINARY PLAT APPROVED

MOTION made by Alderman Fisher and **SECONDED** by Alderman Todd to approve the preliminary plat of Twin Lakes of Cascades Subdivision, Phase 2, Part 7, as presented. **MOTION CARRIED UNANIMOUSLY.**

REVISED PRELIMINARY PLAT OF PARK RIDGE SUBDIVISION APPROVED

MOTION made by Alderman Todd and **SECONDED** by Alderman Lott to accept the revised preliminary plat of Park Ridge Subdivision. **MOTION CARRIED UNANIMOUSLY.**

OFFER OF RAILWAY UPGRADING AT NO COST TO CITY IF CITY WILL AGREE TO CLOSE CROSSINGS AT EAST MAIN STREET AND VERNON ROAD

Newt McCormick from the Mississippi Department of Transportation reviewed the railroad safety study done in Clinton and recommended that the City accept the offer of the Kansas City Southern Railway and the Federal Government who have agreed to, at no cost to the City, concrete crossings at Oakwood, Leake, Industrial Park Drive, Parker, Lindale and Wickstead valued at approximately \$200,000.00; place signals at Oakwood, Leake and Industrial Park Drive valued at approximately \$200,000.00; and place gates at Lakeview Drive and Monroe Street valued at approximately \$100,000.00 if the City of Clinton will agree to close the crossings at East Main Street and Vernon Road, noting that these two crossings will more than likely be mandated to be closed in the next five to ten years at which time the City would have to bear the entire cost of the aforementioned improvements. **NO BOARD ACTION** taken.

APPROVAL OF RESOLUTION FOR CDBG HOUSING GRANT APPLICATION

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Brabham to approve that Resolution found on page 454 of this Minute Book W which will allow the CMPDD to prepare and submit a Community Development Block Grant under the Acquisition Relocation Program that is available through the State of Mississippi, to assist with clearance of dilapidated structures, and construction/replacement of standard housing in place of substandard housing that is beyond rehabilitation. The maximum grant available to the City is \$300,000.00 with due date for grant being May 9, 1994. It was noted that this is the same grant that was applied for last year to assist the Neal/Rectangle Street area which should assist approximately 10-12 properties with no City matching funds being required. **MOTION CARRIED UNANIMOUSLY.**

GATEWAY 2000 COMMITTEE TO BE FORMED

Mayor Aultman announced that she is in the process of confirming appointments to the Gateway 2000 Committee which will serve as a think tank for the community to help develop long-range plans for our City. Each alderman has been asked to contribute names from his ward to participate on this Committee as well as various community leaders which will serve as ex-officio members. Mayor Aultman will publish a finalized listing of Committee members names after we have had confirmation from each individual as to whether they will serve on this committee or not. **NO BOARD ACTION.**

WATER RATE TIER STRUCTURE MODIFICATION POSTPONED

Discussion of the water rate tier structure modification has been postponed until the April 19, 1994, agenda, to gather additional information. **NO BOARD ACTION.**

SOUTHEAST LAGOON DECLARED EMERGENCY SCS PROJECT

City Engineer Richard Broome apprised the Board that the SCS has stated that they would declare the severe erosion problem at the Southeast Lagoon as a super-emergency which would allow the design of the project, securing the bids and awarding the contract in a 10-day period with said project to be completed within a 30-day period. Broome requested that the Mayor be authorized as the project representative to be able to sign whatever agreements are necessary to complete said project on an emergency basis. **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham that the City proceed with this emergency SCS erosion problem at the Southeast Lagoon as cautiously and expeditiously as possible to get the Southeast Lagoon stabilized. **MOTION CARRIED UNANIMOUSLY.**

OTHER BUSINESS

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH WILLIFORD,
GEARHART & KNIGHT

MOTION made by Alderman Ferrell and SECONDED by Alderman Touchton to approve that professional services agreement between the City of Clinton and Williford, Gearhart & Knight, as found on pages 455-466 of this Minute Book W, for the Governor's Highway Safety Program Sign Project. MOTION CARRIED UNANIMOUSLY.

APPROVAL FOR CPD TO BEGIN SCREENING/INTERVIEW PROCESS FOR THREE
ADDITIONAL POLICE OFFICERS

MOTION made by Alderman Fisher and SECONDED by Alderman Todd authorizing the Clinton Police Department to begin the interview/screening process for hiring of three additional police officers to increase the size of the force from 33 to 36 officers. MOTION CARRIED UNANIMOUSLY. Said officers will go to the police academy in September 1994.

ADJOURNMENT - 8:37 P.M.

There being no further business to discuss, MOTION made by Alderman Lott and SECONDED by Alderman Fisher to Recess until April 19, 1994, 7 P.M. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 448-450 of this Minute Book W.

APPROVED: Rosemary Aultman
Rosemary Aultman, Mayor

April 26, 1994
Date

ATTEST: Nelson Byrd
Nelson Byrd, City Clerk

April 26, 1994
Date

SEAL

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY,
MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE
AND THE ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI

WHEREAS, Som and Devi Dutt did file a Petition to Rezone certain property from its present R-2 use district classification to a C-1 use district classification; and,

WHEREAS, a public hearing, pursuant to Section 2010 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 28th day of December, 1993, at 7:30 o'clock P.M.; continued to the 25th day of January 1994; and continued to the 22nd day of February, 1994; and,

WHEREAS, the City of Clinton did cause notice of said hearing to be published in the *Clarion Ledger*, a newspaper published in Hinds County, Mississippi, in the manner and for the time required by law, and did post notice upon the affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Planning Commission of the City of Clinton, Mississippi, did conduct a full and complete hearing, and thereafter, did recommend that the petition of Som and Devi Dutt be approved, pursuant to Section 2007 of the Zoning Ordinance; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen of the City of Clinton, along with the recommendation of the Planning Commission, and after

discussion thereof, Alderman Brabham offered the following ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That the following described tract of real property be, and the same is, hereby rezoned from its present R-2 use district classification to C-1 use district classification, to-wit:

A parcel of property located in Lot 5, Sarah Dickey Subdivision, Clinton, Hinds County, Mississippi, more particularly described as:

Commence at the intersection of the centerline of Northside Drive and the West line of Neal Street and run Southerly along said West line of Neal Street 194 feet to a pin at the NE corner of Lot 5, Sarah Dickey Subdivision in Town of Clinton, Mississippi as recorded in Plat Book "A", Page 288, Chancery Clerk's office. Continue thence Southerly along Neal Street for 62 feet to the POINT OF BEGINNING of the lot herein described.

From the point of beginning turn right 90 degrees 48 minutes run westerly along a fence 125 feet; turn thence left 89 degrees 12 minutes and run Southerly 293 feet to an old fence; run thence Easterly along said fence 125 feet to a pin at the West ROW of Neal Street run thence Northerly along said ROW 290 feet to the point of beginning.

Above described lot encompasses all lots belonging to Faye and Peter Russell as described in Deed Book 2564 at Page 783 and Deed Book 1830 at Page 129, in the office of the Chancery Clerk of Hinds County, Mississippi.

Section 3. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

Section 4. That this ordinance shall take effect thirty days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 5TH day of APRIL, 1994.

See Mini BKW P-445 NB

A Motion for adoption was seconded by Aldermen Fisher and the foregoing ordinance having been first reduced to writing, was considered and approved section by section and then, as a whole, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>Aye</u>
Alderman Ferrell voted:	<u>Abstain</u>
Alderman Depriest voted:	<u>Aye</u>
Alderman Fisher voted:	<u>Aye</u>
Alderman Touchton voted:	<u>Aye</u>
Alderman Lott voted:	<u>Aye</u>
Alderman Todd voted:	<u>Aye</u>

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the 5th day of April, 1994.

CITY OF CLINTON

BY: Rosemary Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Nelson Byrd
NELSON BYRD, City Clerk

(S E A L)

dutt.ord

PUBLISH IN CLINTON NEWS ONCE ASAP
2 PROOFS TO NELSON BYRD, CITY CLERK 9245462
PO Box 156
CLINTON, MS. 39060

AN ORDINANCE BY THE
MAYOR AND BOARD OF
ALDERMEN OF THE CITY
OF CLINTON, MISSISSIPPI
AMENDING THE OFFICIAL
ZONING ORDINANCE AND
THE ZONING MAP OF THE
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office. Continue thence Southerly along Neal Street for 62 feet to the POINT OF BEGINNING of the lot herein described.
From the point of beginning turn right 90 degrees 48 minutes run westerly along a fence 315 feet to the

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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

Tim Lee

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

Date May 19, 1994
Date _____, 19____
Date _____, 19____
Date _____, 19____
Date _____, 19____

Number of Lines/Words 174/738

Published 1 Times

Total \$ 61.04

Signed Tim Lee
Authorized Clerk
of The Clinton News

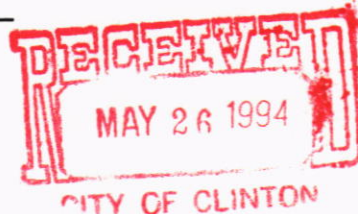
and subscribed before me the 19 day of May,

Maria Miller
Notary Public

Commission Expires:

STATE OF MISSISSIPPI AT LARGE
COMMISSION EXPIRES: Nov. 8, 1996.
NOTARY PUBLIC UNDERWRITERS.

(SEAL)



452 E

452 E

4-5-94

6B

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PASTE PROOF HERE

**NOTICE OF
PUBLIC HEARING**
Notice is hereby given to those parties in interest that there will be hearing on March 22, 1994, at 7:30 P.M., at the Municipal Courtroom, 305 Monroe Street, Clinton, Mississippi, for the purpose of determining whether or not a special exception shall be allowed on the following described property located in the City of Clinton, Mississippi:
Commencing at the northeast corner of the southeast quarter of the southwest quarter of Section 22, Township 6 North, Range 1 West, Hinds County, Mississippi, Run West 602.6 feet to an iron pin and a fence corner which is the point of beginning of the property herein described; run thence North 89° 53' West 702 feet along a fence line at an iron pin; run thence South 0° 56' West 714 feet to an iron pin in a fence line on the North right-of-way line of the Old Vicksburg Road; run thence South 85° 13' East 702 feet along said right-of-way to an iron pin; run thence North 0° 56' East 768 feet to the point of beginning, all of said lands lying in the southeast quarter of section 22, township 6 north, range 1 west, Hinds County, Mississippi.
APPROVED:
/s/ Rosemary Aultman
ROSEMARY AULTMAN,
MAYOR
ATTEST:
/s/ Nelson Byrd
Nelson Byrd,
CITY CLERK
March 3, 1994

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

Tim Lee,

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

Date March 3, 19 94

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 52/231

Published 1 Times

Total \$ 20.48

Signed Tim Lee

Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 3rd day of March,
19 94.

My Commission Expires:

Marie Mills
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 8, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)

RESOLUTION

WHEREAS, the City of Clinton, Mississippi, recognizes that community development is a priority concern in this area; and

WHEREAS, the Mayor and Board of Aldermen of Clinton, Mississippi, desire technical assistance from the Central Mississippi Planning and Development District for the purpose of improving the overall well-being of this area; and

WHEREAS, this technical assistance is for the specific function of submission of an application for FY 1994 Community Development Block Grant funds; and

WHEREAS, the District is authorized to investigate, prepare and direct applications for funding to the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Board of Aldermen on behalf of Clinton, Mississippi do request assistance from the Central Mississippi Planning and Development District and show their intent to apply for Community Development Block Grant funds, and that the District is requested to aid Clinton, Mississippi in this matter. The Board of Aldermen further designates the Mayor to act as a representative of the City in this matter and to execute all necessary forms and documents on behalf of the City.

FURTHER, BE IT RESOLVED, that the Mayor and Board of Aldermen of Clinton, Mississippi do authorize the advertisement of two (2) public hearings to be held in conjunction with this CDBG project.

Dated this the 5TH day of APRIL, 1994

Clinton, Mississippi

BY: Rosemary Aultman
Mayor

ATTEST:

BY: Nelson Byrd

CMPDD CONTRACT 318 D23
ATTACHED

Attach to PAGE 454
Mini.BK. W

CMPDD CONTRACT
CONTRACT # 318-D23
CLINTON, MS
CDBG CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 25th day of July, 1994, by and between Clinton, Mississippi, (herein called the "Local Government") and the Central Mississippi Planning and Development District (herein called the "Planning Agency"). WITNESSETH THAT:

WHEREAS, the Local Government desires to engage the Planning Agency to render certain technical or professional services, hereafter described:

NOW, WHEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Planning Agency

The Local Government hereby agrees to engage the Planning Agency and the Planning Agency hereby agrees to provide the services hereinafter described.

2. Scope of Services

The Planning Agency will furnish all personnel to perform the services described in the "Scope of Services", which is attached hereto and made a part hereof by reference.

3. Period of Performance

The Planning Agency will undertake and complete performance of the services referred to in "Scope of Services", with the period beginning April 1, 1994 and ending upon completion of the project.

CMPDD CONTRACT
CONTRACT # 318-D23

4. Termination for Convenience of the Planning Agency

The Planning Agency may terminate this Contract at any time by giving thirty (30) days written notice to the Local Government of such termination. If this Contract is terminated by the Planning Agency as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the Planning Agency which are directly attributable to the services covered by this Contract.

5. Termination for Convenience of the Local Government

The Local Government may terminate this Contract at any time by giving written notice to the Planning Agency of such termination. If this Contract is terminated by the Local Government as provided herein, the Planning Agency will be reimbursed equal to its contribution, less any costs actually incurred by the Local Government which are directly attributable to the services covered by the Contract.

6. Changes

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

7. Interest of Members of Local Government

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

8. Compensation

Compensation to the Planning Agency for work performed shall be on cost reimbursement basis and shall be comprised of the actual costs of personnel,

CMPDD CONTRACT
CONTRACT # 318-D23

travel, printing, overhead, et.al. costs as related to the performance of the contract. The Local Government agrees to pay for actual costs incurred not to exceed Seven Thousand Dollars (\$7,000), \$4,000 for the actual preparation of the CDBG application, and, \$3,000 for: (1) selection of all consultants in accordance with all applicable State and Federal procurement regulations, (2) carrying out the work required to clear all environmental regulations as required by State and Federal regulations, and, (3) completion of all other technical assistance related to gaining approval of the project.

9. Office Space

The Local Government hereby agrees to make available to the Planning Agency reasonable office space needed, in addition to their usual place of business, for the performance of the services agreed to under this Contract, and the Local Government hereby agrees not to require any charge for such additional space.

10. Local Government Cooperation

The Local Government hereby agrees that its officials and employees will cooperate with the Planning Agency in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The Local Government shall make available to the Planning Agency or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

11. Records

All records of the CMPDD shall be maintained for a minimum period of three years from the date of project closeout.

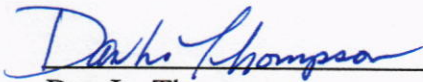
CMPDD CONTRACT
CONTRACT # 318-D23

IN WITNESS WHEREOF, the Planning Agency and the Local Government have
executed this Agreement as of this date first above written.

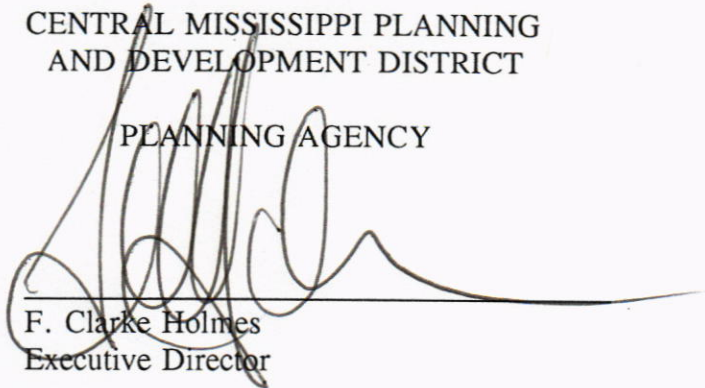
ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT

PLANNING AGENCY



Dan L. Thompson
Director of Finance

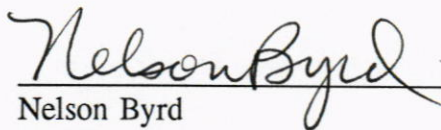


F. Clarke Holmes
Executive Director

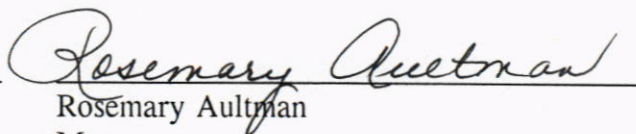
ATTEST:

CLINTON, MISSISSIPPI

LOCAL GOVERNMENT



Nelson Byrd
City Clerk



Rosemary Aultman
Mayor

CMPDD CONTRACT
CONTRACT # 318-D23

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned in and for said City and State, the within named Nelson Byrd and Rosemary Aultman, who acknowledged to me that they are the City Clerk and Mayor of Clinton, Mississippi, respectively and that as such they did sign, execute and deliver the foregoing instrument, having affixed the municipal seal thereto, for the purposes therein stated, in the name of, for and on behalf of said municipality, they being first duly authorized to do so.

Given under my hand and official seal, this the 25th day of July,
1994.

Christine E. Walls
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 24, 1998



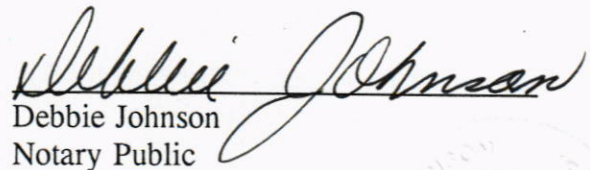
CMPDD CONTRACT
CONTRACT # 318-D23

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned individual in and for said County and State, the within named F. Clarke Holmes and Dan L. Thompson, who acknowledged to me that they are the Executive Director and Director of Finance of the Central Mississippi Planning and Development District, Incorporated, respectively, and that as such they did sign, execute and deliver the above foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized so to do.

Given under my hand and official seal, this the 3rd day of August,
19 94.


Debbie Johnson
Notary Public

My Commission Expires:

My Commission Expires February 26, 1998

SCOPE OF SERVICES

CLINTON, MISSISSIPPI

The Planning Agency shall carry out in an expedient and satisfactory manner:

The submission and subsequent technical assistance required in the Grant process:

A. Assist in Preparation of CDBG Application

This service will entail the coordination of all activities connected with the preparation and submission of the CDBG Application. The District will confer with all parties, write and application, assist with the public hearings, and all such activities related to the submission of the application.

B. Assist in Meeting Selection Procedures of Professional Services for the Grant Program

This service will entail assisting the Local Government in meeting all Federal requirements, concerning the selection of Preparer, Engineer, CDBG Administrator, Architect, Appraisers/Review Appraisers and any other consultant in accordance with the procurement standards as set forth in 24 CFR Part 85.

C. Assist in Meeting Environmental Requirements

This service will entail the preparation of an Environmental Review Record; the preparation of a Cultural Resource Assessment; the preparation of a Notice of No Adverse Environmental Effect on the Environment, Request for Release of Funds to be published in the local newspaper, and the preparation and submission of the environmental certification to the Governor's Office.

CMPDD CONTRACT
CONTRACT # 318-D23

D. Provision of Technical Assistance

The District shall work as a liaison between the Local Government and the State of Mississippi, Office of Community Development on a day to day basis after the application has been filed to assist both parties in gaining approval of the application. This service will require the Planning Agency to be in constant contact with all parties to answer questions and be available to accompany the State on site visits and act as the Local Government's agent. The duties involved will require the Planning Agency to submit all data and follow up materials requested by the Funding Agency in a timely manner and in a moments notice.

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

THIS IS AN AGREEMENT made this the 1st day of March, 1994, by and between the City of Clinton, Post Office Box 156, Clinton, Mississippi 39060 (OWNER) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39056 (ENGINEER).

This Agreement is hereby established to provide the basis for provision of certain professional services on that certain project described as City of Clinton, Governor's Highway Safety Program Sign Project.

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 and transportation engineering services related to the replacement of traffic signs as described more particularly herein below.
- 1.2 **Material Bidding Phase Services:** Upon execution of this agreement, ENGINEER shall:
 - 1.2.1. Prepare technical specifications for sign material:
 - a. Signs
 - b. Posts
 - c. Hardware
 - 1.2.2. Prepare contract documents and advertisement for publication.
 - 1.2.3. Contact sign material suppliers and notify of the project.
 - 1.2.4. Coordinate the distribution of contract documents to potential material suppliers.
 - 1.2.5. Assist the City with the bid opening for sign material.

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- 1.2.6. Review all proposals received and prepare bid tabulation of the results.
- 1.2.7. Make a recommendation of award to the bidder submitting the best material supply bid.
- 1.2.8. Assist the City with the execution of a contract with the successful bidder and issue a Notice-to-Proceed to the supplier.
- 1.2.9. Inspect the Sign material when shipped to the City of Clinton for both quality and quantity.
- 1.2.10. Review payment requests and recommend payment.
- 1.3 **Installation Phase Services:** Upon receipt of sign materials the ENGINEER shall:
 - 1.3.1. Coordinate with City to establish a plan for installing/replacing/removing signs and posts. Program will include:
 - a. Training City personnel on correct mounting procedures.
 - b. Providing illustration of standard mounting heights for each type of sign.
 - c. Provide an inventory sheet for City to use in storing and dispensing material.
 - d. Make weekly or daily assignments to installation personnel and physically flag locations of new installations and removals.
 - e. Once City personnel have installed signs, review the installation and provide comments as necessary.
 - f. Maintain installation status on inventory map and provide updated map to City upon project completion.
 - g. Provide weekly status update and projected completion schedule to City.

- 1.3.2. Provide Project Completion Assurance as required by the MDOT and FHWA.
- 1.4 **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.
 - 1.4.1. Preparation of applications, engineering reports, technical investigations, maps and exhibits, and other supporting documents for government grants, loans or advances.
 - 1.4.2. Preparation of drawings from field measurements of existing construction when required for planning additions or alterations thereto.
 - 1.4.3. 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.
 - 1.4.4. Revision of studies, reports, design documents, plans or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.
 - 1.4.5. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
 - 1.4.6. Preparation of detailed renderings, exhibits or scale models for the Project.
 - 1.4.7. Provision of special analyses of the OWNER's needs such as start-up and operating plans, OWNER's operating and maintenance manuals, OWNER's special operating drawings or charts, and any other similar analysis.
 - 1.4.8. Provision of copies of reports, correspondence, submittal data, contract documents and Specifications, and prints of Construction Plans.
 - 1.4.9. Investigations involving detailed considerations of operations, maintenance and overhead expenses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, valuations; detailed quantity surveys of material and labor; and material audits or inventories required by the OWNER.

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- 1.4.10. Additional services when the Project involves more than one Construction Contract, or separate equipment contracts, where only one contract was envisioned originally.
- 1.4.11. Preparation of special Change Orders when requested by the OWNER which are not within the original project scope of work.
- 1.4.12. 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.
- 1.4.13. 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 of equipment or systems, or arranging for training personnel for operation or maintenance of equipment or systems, following the initial thirty day start-up period.
- 1.4.14. 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.
- 1.4.15. Provision of services as an expert witness for the OWNER in connection with litigation or other proceedings involving or relating to the Project.
- 1.4.16. Provision of property and easement plats and descriptions and field survey staking to facilitate acquisition.
- 1.4.17. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.

SECTION 2 - OWNER'S RESPONSIBILITIES

- 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 to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the project.

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- 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 as required and requested by the ENGINEER.
- 2.5 Furnish existing soils data including but not limited to reports, test borings, test pits, probings, subsurface explorations, soil bearing values, percolation test, ground corrosion and resistivity test, all with appropriate professional interpretation.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all cost of replacing stakes or markers damaged or removed during said time interval.

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- 2.11 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.
- 2.12 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.
- 2.13 Compensate the ENGINEER for the services rendered under this Agreement in a timely manner.
- 2.14 Bear the costs of permits, legal advertisements, notices, approvals and other direct expenses incident to completion of the Project.
- 2.15 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 year 1994.
- 3.2 The professional services performed after calendar year 1994, 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 within thirty days of final acceptance of the completed project by the OWNER.

SECTION 4 - COMPENSATION TO THE ENGINEER

- 4.1 **General:** In accordance with the terms and conditions of this Agreement, the ENGINEER shall provide the professional services for which the OWNER shall compensate the ENGINEER as set forth herein below.

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- 4.2 **Basic Engineering Services:** As defined in Section 1, with compensation on the basis of a lump sum amount of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500).
- 4.3 **Additional Services:** As defined in Section 1, Paragraph 1.7 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 1994.

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Principal/Project Manager	\$ 75
Project Engineer	65
Engineer	55
Engineering Assistant	45
Surveyor	45
Surveying Assistant	35
Designer	35
Technician	30
Computer Aided Design (CAD)	30
Administrative	25
Clerical	20
Construction Review	35
Survey Party	65

- 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.

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- 4.4 **Reimbursable Expenses:** As defined herein below, shall be reimbursed to the ENGINEER at cost.
- 4.4.1 Reimbursable expenses are in addition to compensation to the ENGINEER for Basic and 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 and 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. Past due amounts owed shall include an interest charge of one percent compounded monthly for the thirtieth day.
- 4.5.2. For the Basic Phase Services, as specified in Paragraph 4.2, payments shall be made monthly based on the estimated percentage completion of the analysis.
- 4.5.3. 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.

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- 4.5.4. No deductions shall be made from the ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- 4.5.5. If the Project is delayed or if the EMPLOYER's services from 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.

SECTION 5 - COST CONTROL

- 5.1 The Owner's budgetary requirements and considerations with respect to the 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 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.

SECTION 6 - GENERAL CONSIDERATIONS

- 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

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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 an 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 for failure of the Owner to perform, 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.

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- 6.5 **Governing Laws:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Mississippi.
- 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 non-prevailing 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 or 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

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Professional Services Agreement
City of Clinton
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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.

SECTION 7 - SPECIAL PROVISIONS

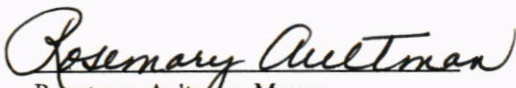
- 7.1 **Engineer's Insurance:** The ENGINEER shall acquire and/or maintain statutory workmen's compensation insurance coverage, errors and omissions, employer's liability and general liability insurance coverage, for the life of this Agreement.

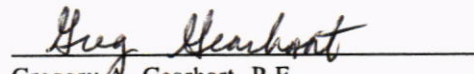
SECTION 8 - EXECUTION

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.

CITY OF CLINTON, MISSISSIPPI

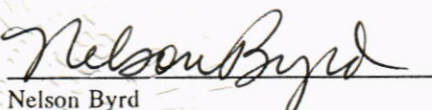
WILLIFORD, GEARHART & KNIGHT, INC.

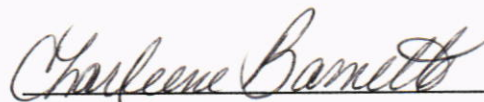

Rosemary Aultman, Mayor
City of Clinton


Gregory A. Gearhart, P.E.
Principal

ATTEST:

ATTEST:


Nelson Byrd
City Clerk


Charleene Barnette
Administrative Assistant

WGK#93-150



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

MARIE MCGRAW

for having attended the

Municipal Court Clerks Statewide Seminar
Coliseum Ramada Inn
Jackson, MS
September 8-9, 1993

conducted by the
Mississippi Judicial College

6 Hours

Program Manager



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March 15, 1994

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6 Hours


Program Manager