REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 3, 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, May 3, 1994, 7 P.M., at the Municipal Courtroom, 305 Monroe Street.

WELCOME AND CALL TO ORDER - Mayor Rosemary G. Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman DePriest followed by the Pledge of Allegiance to the Flag led by Alderman Todd; and the Clinton High School Attache Show Choir's rendition of the National Anthem.

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

RECOGNITION OF THE CLINTON HIGH SCHOOL ATTACHE SHOW CHOIR

In honor of the recent crowning as Grand Champions at the Showstoppers International Invitational Championship at Disneyland, Mayor Aultman recognized each show choir student (including the stage crew, orchestra, and Director David Fehr) with a certificate of appreciation for bringing favorable recognition to the City of Clinton and the Clinton Public School District.

RECOGNITION OF DON WHITMIRE

In honor and appreciation of Mr. Don Whitmire's service to the City of Clinton (both personally and corporately through Jitney Jungle), Mayor Aultman declared May 4, 1994, as Don Whitmire Day in the City of Clinton, Mississippi. Copy of said proclamation is on file in the Office of the Mayor.

MCCOY UPDATES BOARD ON STATUS OF BUILDING OF NEW HIGH SCHOOL

Superintendent of Schools, Dr. Randy McCoy, made a presentation to the Mayor and Board of Aldermen showing the architectural rendition of the site plan of the 83-acre site for the new high school off of Pinehaven Road. The proposed school will be a two-story complex of approximately 160,000 square feet. Six hundred parking spaces will be located behind the school and one hundred parking spaces will be located in front of the school. The complex has been designed to provide for future growth. **NO BOARD ACTION** required.

APPROVAL OF CONSENT AGENDA ITEMS A-EE:

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Touchton to approve Consent Agenda Items A-EE as listed on page 505-506 of this Minute Book W, noting that Consent Agenda Items F and I, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items D, E, and W are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY**.

AGENDA CHANGES

Mayor Aultman announced that items 9 and 13, consideration of the Monroe Street Truck Route and the Animal Control Ordinance have been pulled from the agenda for further study.

SECOND PUBLIC HEARING FOR CDBG APPLICATION FOR ACQUISITION/ RELOCATION OF SUBSTANDARD HOUSING IN RECTANGLE STREET AREA

CMPDD representative Mike Monk opened the public hearing by stating that this is the second public hearing held in conjunction with the CDBG application to acquire approximately eight substandard houses in the Rectangle Street area. Mr. Monk asked everyone in attendance to sign the attendance roster which will be included in the application submitted May 9, 1994. It will take approximately 30-60 days to determine whether the City of Clinton will receive said $300,000.00 acquisition/relocation grant. Proofs of publication of the first and second public hearings may be found on pages 507-508 of this Minute Book W. The attendance roster may be found in CDBG application file located at CMPDD. Mr. Monk also reminded the Board that if the project was granted to the City of Clinton, the Board would need to appoint a Project Administrator; Project Surveyor; and Project Attorney. **NO BOARD ACTION**.

Alderman Herb Touchton left the Board Room at 7:45 p.m., prior to discussion of agenda item #8, the water line re-location for the Howard Vaughn property, to avoid a possible conflict of interest since Mr. Touchton is employed by Howard Vaughn Realty.

AUTHORIZATION TO SHUT DOWN SIX INCH WATER LINE ON VAUGHN PROPERTY AT 524 COLLEGE STREET

Upon the recommendation of City Engineer Broome, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Todd to allow Howard Vaughn to intercept that six inch water line running under his property at 524 College Street, to cut and kill said line, with the full expense being borne by Mr. Vaughn, and in consideration of said authorization, Mr. Vaughn give the City an easement near the twelve inch water line running parallel to the six inch line so at such time in the future that a six inch line was necessary that the City would have that easement, and that all other legal matters concerning boundary lines (roadway and utility easements, right-of-ways, titles, etc.), would all be cleared up prior to the line being cut. **MOTION CARRIED UNANIMOUSLY**. Copies of said easements will be presented by City Engineer Richard Broome at future Board Meeting for acceptance.

Alderman Touchton returned to the Board Room at 7:52 p.m.

AUTHORIZATION GRANTED TO ADVERTISE FOR BIDS FOR RENOVATION OF TENNIS COURTS

Noting that $25,000.00 has been budgeted to renovate the four tennis courts at Clinton Park, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Fisher to grant authority to advertise for bids for the renovation of the Clinton Park Tennis Courts. **MOTION CARRIED UNANIMOUSLY**.

GENERAL SERVICES AGREEMENT SIGNED WITH NEEL-SCHAEFFER, INC., FOR ENGINEERING SERVICES

MOTION made by Alderman Fisher and **SECONDED** by Alderman Touchton to approve that General Services Agreement between the City of Clinton and Neel-Schaeffer, Inc., for engineering services, as found on pages 509-516 of this Minute Book W. **MOTION CARRIED UNANIMOUSLY**.

TAX EXEMPTION GRANTED TO GULF STATES CANNERS, INC., AND GENERAL MOTORS CORP., PACKARD ELECTRIC DIVISION

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Lott to approve those Resolutions of the Mayor and Board of Aldermen granting exemption of Ad Valorem Taxes to Gulf States Canners, Inc., and General Motors Corp., Packard Electric Division, as shown on pages 517-523 and 524-531 respectively of this Minute Book W. Appropriate applications for stated exemptions are attached to Resolution granting exemption. **MOTION CARRIED UNANIMOUSLY**. Upon approval of the State Tax Commission, the Mayor and Board of Aldermen will adopt the final order granting requested exemptions.

OTHER BUSINESS

A. Alderman Fisher encouraged citizen participation in the Hinds County Memorial Day Ceremony which will be held at Mississippi College this year on May 30, 1994 to honor all war dead. The ceremony will begin at 10 a.m., and additional information will be forthcoming.

B. Mayor Aultman encouraged citizens to participate in the National Day of Prayer which will be observed on the front lawn of City Hall this Thursday, May 5, 1994, from 12:20-12:40 p.m.

C. Alderman Lott requested an update on Traceway Park improvements and Alderman Touchton requested an update on various unkept property complaints. Mayor Aultman addressed both of these requests and stated that the Board needs to address policies which would help shorten the amount of time it takes to get unkept parcels cleaned up.

EXECUTIVE SESSION

At 8:01 p.m., **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Ferrell to consider entering Executive Session for the purpose of discussing pending litigation. **MOTION CARRIED UNANIMOUSLY**.

MOTION made by Alderman Touchton and **SECONDED** by Alderman Fisher to enter Executive Session for the purpose of discussing pending litigation. **MOTION CARRIED UNANIMOUSLY**.

Present for Executive Session were Mayor Rosemary G. Aultman and Aldermen Sharbert Lott, Herb Touchton, Phil Fisher, Ben Todd, Rodney DePriest, George Ferrell, and Jehu Brabham.

Mayor Aultman requested all other pertinent personnel (i.e. City Clerk, City Attorney, City Engineer, etc., to clear the courtroom but to remain in the building.

At 8:50 p.m., City Clerk Byrd and Deputy Clerk Sessums were requested to return to the courtroom to record the following: **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to exit Executive Session. **MOTION CARRIED UNANIMOUSLY**.

ADJOURNMENT - 8:51 P.M.

There being no further business to discuss, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to Recess until May 17, 1994, noting that a work session will be held on Monday, May 9, 1994, 5:30 p.m. in the City Hall Conference Room to discuss the Clinton Parkway. **MOTION CARRIED UNANIMOUSLY**.

Copy of Agenda may be found on Pages 505-506 of this Minute Book W.

APPROVED: Rosemary Aultman — May 6, 1994
Rosemary Aultman, Mayor — Date

ATTEST: Nelson Byrd — May 6, 1994
Nelson Byrd, City Clerk — Date

SEAL

PUBLIC HEARING NOTICE
FOR INITIAL MEETING

The City of Clinton, Mississippi, is considering applying to the Mississippi Department of Economic and Community Development for a Small Cities Community Development Block Grant of up to $500,000. The State of Mississippi has been allocated approximately $40 million that will be made available to cities and counties on a competitive basis to undertake eligible community development

PUBLIC HEARING NOTICE FOR INITIAL MEETING

The City of Clinton, Mississippi, is considering applying to the Mississippi Department of Economic and Community Development for a Small Cities Community Development Block Grant of up to $500,000. The State of Mississippi has been allocated approximately $40 million that will be made available to cities and counties on a competitive basis to undertake eligible community development activities. These funds must be used for one of the following purposes:

1. To benefit low and moderate income persons;
2. To aid in the prevention or elimination of slums or blight; or
3. To meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

The activities for which these funds may be used are in the areas of housing, public facilities and economic development. More specific details regarding eligible activities, program requirements, and the rating system will be provided at a public hearing which will be held at City Hall in Clinton, on Wednesday, April 20, 1994 at 4:00 p.m. The purpose of this hearing will be to obtain citizen input, written and/or oral, into the development of the application. Written comments will be received at any time, before, during, and after the public hearing and until 5:00 p.m. on Wednesday, April 20, 1994. Comments should be mailed or delivered to Nelson Byrd, City Clerk, City of Clinton, P. O. Box 156, Clinton, MS 39060.

12-The Clinton News. Thursday. April 14. 1994

SEND AN ADDITIONAL PROOF OF PUBLICATION TO:
MIKE MONK
CENTRAL MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT
P.O. BOX 4935
JACKSON, MS 39296-4935

7

PUBLIC HEARING NOTICE
FOR SECOND MEETING

The City of Clinton, Mississippi, is going to apply to the Mississippi Department of Economic and Community Development for a Community Development Block Grant. Based on our initial hearing, these funds will be used for:

ACQUISITION/RELOCATION OF SUBSTANDARD HOUSING

More specific details regarding eligible activities, program requirements, and the rating system will be provided at a public hearing which will be held at the Municipal Court Room, 305 Monroe Street, in Clinton, on Tuesday, May 3, 1994 at 7:00 p.m. The purpose of this hearing will be to obtain additional citizen input into the final development of the application.

NOTE: Publish one (1) time in NON legal section
Publication Date: APRIL 21, 1994

BILL TO:
NELSON BYRD
CITY CLERK
CITY OF CLINTON
P.O. BOX 156
CLINTON, MS 39060

PUBLIC HEARING NOTICE
FOR SECOND MEETING 4.21.94

DISTRICT

The City of Clinton, Mississippi, is going to apply to the Mississippi Department of Economic and Community Development for a Community Development Block Grant. Based on our initial hearing, these funds will be used for:

ACQUISITION/RELOCATION OF SUBSTANDARD HOUSING

More specific details regarding eligible activities, program requirements, and the rating system will be provided at a public hearing which will be held at the Municipal Court Room, 305 Monroe Street, in Clinton, on Tuesday, May 3, 1994 at 7:00 p.m. The purpose of this hearing will be to obtain additional citizen input into the final development of the application.

TOTAL P.03

GENERAL SERVICES AGREEMENT
by and between
CITY OF CLINTON
and
NEEL-SCHAFFER, INC.

This is an **Agreement** made this the _____ day of May, 1994, by and between the City of Clinton, P.O. Box 156, Clinton, Mississippi 39060 (**OWNER**) and Neel-Schaffer, Inc., P.O. Box 22625, Jackson, Mississippi 39225-2625 (**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 the **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. Finally, the **OWNER** and **ENGINEER** hereby agree to the following provisions:

SECTION 1 - 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 advise 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 to 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 construction 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**.

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**.

SECTION 2 - OWNER'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; shall obtain or authorize **ENGINEER** to obtain or provide additional reports and data as required; and shall 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.

2.5 The **OWNER** shall bear all costs incident to compliance with the requirements of this Section.

SECTION 3 - PERIOD OF SERVICE

3.1 The general services authorized by this **Agreement** shall be performed in accordance with this **Agreement** during calendar years 1994 and 1995.

3.2 The general services performed after calendar year 1994 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**.

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 30 days after the date the deliverable is submitted to the **OWNER**, whichever date is earlier.

SECTION 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 year 1994.

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 1994.

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 the 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 the work product.

4.7 If the **OWNER** fails to make any payment due the **ENGINEER** for services and expenses within 30 days after receipt of **ENGINEER'S** statement therefore, the amounts due **ENGINEER** will be increased at a rate of one percent per month from said 30th day, and in addition, **ENGINEER** may, after filing seven days written notice to **OWNER**, suspend services under this **Agreement** until **ENGINEER** has been paid in full all amounts due for services, expenses and charges.

SECTION 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**.

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 products 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. Reuse of any instruments of service of the **ENGINEER** by the **OWNER** on extensions of this Project or on any other Project without the written permission of the **ENGINEER** shall be at the **OWNER'S** risk, and the **OWNER** agrees to defend, indemnify and hold harmless the **ENGINEER** from all claims, damages and expenses including attorneys' fees arising out of such unauthorized reuse of the **ENGINEER'S** instruments of service by the **OWNER or by others acting through the OWNER.** Any reuse 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 the 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, monies that are due under this **Agreement** without the written consent of the other party, 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 Section 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 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**.

6.5 **Governing Laws**: Unless otherwise specified within this **Agreement**, this **Agreement** shall be governed by the laws 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 nonprevailing party to the prevailing party.

6.7 **Performance**: Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of 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 limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

6.10 **Practices**: The **ENGINEER** intends to render the services under this **Agreement** in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty, either express or implied.

6.11 **Benefits**: Nothing under this **Agreement** shall be construed to give any rights or benefits in this **Agreement** to anyone other than **OWNER** and **ENGINEER**, and all duties and responsibilities undertaken pursuant to this **Agreement** will be for

the sole and exclusive benefit of **OWNER** and **ENGINEER**, and not for the benefit of any other party.

6.12 **Binding**: **OWNER** and **ENGINEER** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **OWNER** and **ENGINEER**, and to the extent permitted herein, the assigns of **OWNER** and **ENGINEER**, are hereby bound to the other party to this **Agreement** and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, **Agreements** and obligations of the **Agreement**.

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 insurance, employer's liability and general liability insurance coverage, for the life of this **Agreement**.

7.2 Any construction contract for a **Project** as a result of the **ENGINEER'S** design shall contain the following provision:

The Bidder is skilled and experienced in the use and interpretation of plans and specifications. He has carefully reviewed the plans and specifications for this **Project** and has found them to be free of ambiguities and sufficient for bid purposes. Further, he has carefully examined the site of the work and, from his own observations, has satisfied himself as to the nature and location of the work; the character, quality and quantity of materials; the difficulties likely to be encountered; and other items which may affect the performance of the work. He has based his bid solely on these documents and observations and has not relied in any way on any explanation or interpretation, oral or written, from any other source. Therefore, the Bidder agrees to limit the liability of the **ENGINEER** and the **OWNER** for negligence, errors or omissions of the **ENGINEER** to a total aggregate sum of $50,000.

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

Rosemary Aultman, Mayor
City of Clinton

ATTEST:

NEEL-SCHAFFER, INC.

J. Gorman Schaffer, P.E.
Executive Vice President

ATTEST:

File: Proposal\1994-10

NEEL-SCHAFFER, INC.

1994 RATE SCHEDULE FOR PROFESSIONAL SERVICES

Employee Classification	Hourly Rate
Principal Engineer	$95.00
Engineer Manager	80.00
Senior Engineer	75.00
Engineer/Planner	60.00
Assistant Engineer (EI)/Planner	48.00
Designer	58.00
Senior Draftsman/Technician	46.00*
Draftsman/Technician	40.00*
Assistant Draftsman/Technician	30.00*
Clerical	25.00*
Four-Man Survey Party	90.00*
Three-Man Survey Party	78.00*
Two-Man Survey Party	60.00*

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate an overtime rate.

REIMBURSABLE EXPENSE SCHEDULE

Expense	Cost
Vehicle Mileage	$0.27/mile
Computer	$10.00/hour
CADD	$25.00/hour
Traffic Counter	$10.00/day
In-House Reproduction/Printing	
Vellum	$ 2.00/sheet
Film Positive	$ 5.00/sheet
Bond	$ 1.00/sheet
Blueline	$ 1.00/sheet
Photocopies	$ 0.20/sheet

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON,
HINDS COUNTY, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXATION

The Board next took up for consideration the matter of granting tax exemption from ad valorem taxes for Gulf States Canners, Inc., and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON,
HINDS COUNTY, MISSISSIPPI,
GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS TO
GULF STATES CANNERS, INC.,
AS AUTHORIZED BY SECTION 27-31-101, ET SEQ.,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Gulf States Canners, Inc., filed in triplicate with this Board its Application for exemption from ad valorem taxation; and

WHEREAS, Gulf States Canners, Inc., has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption, the completion date of said enterprise; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an industrial enterprise of public utility which was completed on the 1st day of March, 1994, and that said Company is entitled to the exemption sought of a period of ten (10) years, beginning on March 2, 1994, subject to the approval and certification by the Mississippi State Tax Commission.

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

1. That the Application for ad valorem tax exemption by Gulf States Canners, Inc., for a period of ten (10) years, beginning March 1 cnb, 1994, on the property described in the Application filed by said Company for tax exemption be, and the same is hereby, approved, subject to approval and certification by the Mississippi State Tax Commission.

2. That Gulf States Canners, Inc., is hereby granted tax

exemption on ad valorem taxes, except State and School District ad valorem taxation, for a period of ten (10) years, beginning March 2, 1994.

3. That the Clerk of this Board be, and he is hereby, directed to spread a copy of this Order on the minutes of this Board; and that said Clerk shall forward the original and three certified copies of the Application and a certified copy of the transcript of this Order approving said Application to the Mississippi State Tax Commission for its approval and certification; and said Clerk shall also forward one certified copy to the Tax Assessor of the City of Clinton, Hinds County, Mississippi, and obtain the Certificate of said Tax Assessor stating that both the real and personal property as itemized in the Application have been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Mr. Ferrell moved that the foregoing Resolution be adopted and said motion was seconded by Mr. Lott, and upon the question being put to a vote, the Resolution was unanimously adopted by the affirmative vote of the members of the Board of Aldermen of the City of Clinton, Hinds County present.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, on this 3RD day of MAY, 1994.

CITY OF CLINTON, MISSISSIPPI

BY: Rosemary Quetman
MAYOR

ATTEST:

Nelson Byrd
CITY CLERK

CERTIFICATE OF HINDS COUNTY TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Mike Barnes, Tax Assessor of the City of Clinton, Hinds County, Mississippi, do hereby certify that the above and foregoing property was entered on the "State Tax Only" or other appropriate tax roll on the ___ day of _____, 1994, at _____ __.M., for a period of ten (10) years from and after the 2nd day of March, 1994.

This the ____ day of _____, 1994.

_____
MIKE BARNES, TAX ASSESSOR

SEAL

12A

APPLICATION OF GULF STATES CANNERS, INC.,
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, ET SEQ., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI:

(1)

Gulf States Canners, Inc., files this its Application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, as follows:

(2)

Applicant, Gulf States Canners, Inc., is a Mississippi corporation and domiciled in the City of Clinton, Hinds County, Mississippi.

(3)

Applicant is now operating as a plastics products manufacturing type of industry within the City of Clinton, Hinds County, Mississippi, which factory is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned Section by specific enumeration, namely a manufacturer and processor as contemplated by the pertinent laws of the State of Mississippi, particularly Title 27, Chapter 31, Mississippi Code of 1972. The exemption sought in this Application is for the acquisition of new equipment necessary for the operation of Applicant.

(4)

Said enterprise was completed on the 1st day of March, 1994, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on said date.

(5)

On March 1, 1994, Applicant employed at its Clinton Industrial Park plant approximately 155 employees with an estimated annual payroll of approximately $4,000,000.00. Additionally, the

operations of Applicant have created numerous additional jobs for firms in Hinds County, Mississippi, supplying trucking services for the transporting of Applicant's products to various consumers of these products in the States of Louisiana, Arkansas, Tennessee, Alabama and Mississippi.

(6)

The additions and expansions herein described will not create any new permanent jobs, but are essential to the preservation of the competitive position of Applicant and, therefore, are essential to the preservation of existing jobs and to the maintenance of Applicant's competitive position with other manufacturing operations in competition with Applicant.

(7)

That said exemption of the tangible property described in Exhibit "A" should be granted for a period of ten (10) years from said date of completion.

(8)

That the true value of all property to be exempted is $372,761.23, as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

WHEREFORE, Applicant prays that this Board enter a finding that Applicant's factory is, in fact, an expanded enterprise of public utility, and that the same was completed on the 1st day of March, 1994, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 2nd day of March, 1994, and ending on the 1st day of March, 2004, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's factory in the City of Clinton, Hinds County, Mississippi; and

That this Board approve this Application by an order or resolution spread upon its minutes, declaring that such property is

exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi State Tax Commission, and upon approval of such Application by the said Mississippi State Tax Commission and certification of its approval, the Board will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 8 day of April, 1994.

GULF STATES CANNERS, INC.

BY: Randy Lee Controller
Randy Lee, Controller

Marion Smith

MARION SMITH
TRULY, SMITH, LATHAM & KUEHNLE
P.O. BOX 1307
NATCHEZ, MS 39121
(601) 442-6495
ATTORNEYS FOR APPLICANT,
GULF STATES CANNERS, INC.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, RANDY LEE, who being by me first placed on oath, deposes and says:

Affiant is the duly constituted, acting and serving Controller of Gulf States Canners, Inc., the Applicant named in the above and foregoing Application for tax exemption addressed to the Board of Supervisors of Hinds County, Mississippi, and as such, is duly authorized to execute, file and present this Application on behalf of the Corporate Applicant.

The construction projects described in the Application were completed on March 1, 1994.

All of the matters and facts set forth in the above and foregoing Application are true and correct as therein stated.

Randy Lee
RANDY LEE

Sworn to and subscribed before me, this the 8th day of April, 1994.

Vickie C. Goode
Notary Public

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: June 9, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT "A"

ASSET #	DESCRIPTION	ACQ. DATE	AMOUNT
5090	Nissan Forklift	10-30-93	$ 23,439.00
5091-93	Video-jit	10-31-93	36,682.11
5094	Capper Conversion	10-25-93	24,321.67
5095	Floor Scrubber	11-03-93	23,749.00
5096	Syrup Recovery	10-27-93	32,775.37
5097	Can Line Conveyor	01-26-94	27,466.38
5098	Man Lift	11-19-93	17,120.00
5099	Filling Mixer	12-14-93	18,449.71
6002	Filling Valves	03-09-94	16,145.24
6000-01	Video-jit	01-12-94	35,850.38
7041	Laser Coder	11-02-93	44,395.52
12122	Risk 6000 Computer	01-01-94	64,212.00
18055	Lab Equipment	10-19-93	8,154.85
		TOTAL	$372,761.23

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI, AUTHORIZING APPLICATION OF GENERAL MOTORS CORPORATION, PACKARD ELECTRIC DIVISION, FOR EXEMPTION FROM AD VALOREM TAXES AS AUTHORIZED BY SECTION 27-31-101, ET SEQ. OF THE MISSISSIPPI CODE OF 1972 AND COMPLETED JANUARY 1, 1994

The Board next took up for consideration the matter of granting tax exemption from ad valorem taxes for General Motors Corporation, Packard Electric Division, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES FOR AN INITIAL FIVE-YEAR PERIOD TO GENERAL MOTORS CORPORATION, PACKARD ELECTRIC DIVISION, AS AUTHORIZED BY SECTION 27-31-101, ET SEQ. OF THE MISSISSIPPI CODE, AS AMENDED.

WHEREAS, General Motors Corporation, Packard Electric Division, filed in triplicate with this Board its Application for exemption from ad valorem taxation on expanded or replaced equipment and facilities in Plants 20, 21, 22, 24 and 27, completed January 1, 1994, and located within the industrial park of the City of Clinton, Hinds County, Mississippi; and

WHEREAS, General Motors Corporation, Packard Electric Division, has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed-for exemption and the completion date of said enterprise; and

WHEREAS, the additions and expansions and replacement of equipment were completed on January 1, 1994, and as of that date the true value of all property to be exempt was Five Million Five Hundred Seventy Thousand, Three Hundred Eighty-Five and 83/100 Dollars ($5,570,385.83), as shown in an itemized list provided with the Application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an expanded industrial enterprise of public utility which was completed on the 1st day of January, 1994, and that said company is entitled to an exemption of ten (10) years beginning on the 1st day of January, 1994, and ending on the 31st day of December, 2003,

subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of Clinton, Mississippi, as follows:

1. That the Application for ad valorem tax exemption by General Motors Corporation, Packard Electric Division, on the property described in Exhibit "A" of the Application filed by said Company for tax exemption, for a ten year period beginning on the 1st day of January, 1994, and ending on the 31st day of December, 2003, be and the same is hereby approved, and said exemption is hereby granted, subject to certification of eligibility by the Mississippi State Tax Commission.

2. That the Clerk of this Board be and is hereby directed to spread a copy of this Order on the minutes of this Board; and that said Clerk shall forward the original and three certified copies of the Application and a certified copy of the transcript of this Order approving said Application to the Mississippi State Tax Commission for its certification of eligibility; and said Clerk shall also forward one certified copy to the Tax Assessor of the City of Clinton and obtain the Certificate of said Tax Assessor stating that both the real and personal property as itemized in the application have been placed on the appropriate tx roll as "Non-Taxable," except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion o f this matter, Alderman Ferrell moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Lott, and upon the question being put to a vote, the vote was as follows:

Alderman Brabham voted: Aye
Alderman Ferrell voted: Aye
Alderman Depriest voted: Aye
Alderman Fisher voted: Aye
Alderman Touchton voted: Aye
Alderman Lott voted: Aye
Alderman Todd voted: Aye

52

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Alderman of Clinton, Mississippi, on this, the 3rd day of May, 1994.

Rosemary Aultman
ROSEMARY AULTMAN, Mayor
City of Clinton, Mississippi

Attest:

Nelson Byrd
NELSON BYRD, City Clerk
City of Clinton, Mississippi

[S E A L]

EXHIBIT "A"

GENERAL MOTORS CORPORATION

PACKARD ELECTRIC DIVISION

True value of property added to Plants 20, 21, 22, 24 and 27 completed January 1, 1994:

LOCATION	MACHINERY AND EQUIPMENT	FURNITURE AND FIXTURES	WORK-IN-PROGRESS INVENTORIES	TOTAL
Plant 20	$ 114,738.00	$17,387.18	$ 65,701.35	$ 197,826.53
Plant 21	28,109.70	0	13,977.49	42,087.19
Plant 22	1,366,462.99	5,792.00	682,367.61	1,372,254.60
Plant 24	352,904.23	0	175,485.08	528,389.31
Plant 27	1,834,991.73	0	912,468.47	2,747,460.20
	$3,697,206.65	$23,179.18	$1,850,000.00	$5,570,385.83

P93-33.L17

12 B

APPLICATION OF GENERAL MOTORS CORPORATION, PACKARD ELECTRIC DIVISION, FOR EXEMPTION FROM AD VALOREM TAXES ON ADDITIONAL AND EXPANDED PROPERTIES AND REPLACEMENT OF EQUIPMENT AS AUTHORIZED BY SECTION 27-31-101, ET SEQ. OF THE MISSISSIPPI CODE OF 1972 AND COMPLETED JANUARY 1, 1994

TO THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI:

1. General Motors Corporation, Packard Electric Division, files this its application in triplicate for exemption from ad valorem taxation and respectfully represents unto this Honorable Council as follows:

2. Applicant, General Motors Corporation, Packard Electric Division, is a Delaware Corporation with its principal place of business in Detroit, Michigan, and is qualified to do business in Mississippi with its registered office in Hinds County, Mississippi.

3. Applicant is now operating as an automobile component part manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi, which factory includes Plants 20, 21, 22, 24 and 27 containing bona fide expanded facilities of public utility within the meaning of Section 27-31-101, et seq. and related Sections of the Mississippi Code, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely "manufacturing"; and the exemption prayed for in this Application is for additions or expansions of the above-mentioned plants and the replacement of equipment used in connection with or necessary to the operation of the said enterprise as provided in Section 27-31-105 of the Mississippi Code, as amended.

4. That said new additions or expansions and replacement of equipment were completed on the 1st day of January, 1994, within the meaning of the applicable statutes of the State of Mississippi; and, therefore, the exemption hereby claimed is for a ten year exemption period to begin on the 1st day of January, 1994, and to end on the 31st day of December, 2003.

5. That said new additions or expansions and replacement of equipment will make more secure and support approximately 15

jobs with an estimated annual payroll of $450,000.00 in Packard Electric's facilities.

6. That the true value of all property to be exempted is Five Million, Five Hundred Seventy Thousand, Three Hundred Eighty-Five and 83/100 Dollars ($5,570,385.83) as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Board of Aldermen enter a finding that Applicant's factory is in fact an expanded enterprise of public utility, and that the same was completed on the 1st day of January, 1994, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation except State and School District ad valorem taxation, as provided by law, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to, the operation of Applicant's factory in the industrial park of the City of Clinton, Hinds County, Mississippi, for a ten year period beginning on the 1st day of January, 1994, and ending on the 31st day of December, 2003; and

That this Board of Aldermen approve this application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten years, and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission, and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Board will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 19th day of April, 1994.

GENERAL MOTORS CORPORATION, PACKARD ELECTRIC DIVISION

BY: Patrick G McCart
PATRICK G. McCART
DIRECTOR, MISSISSIPPI OPERATIONS

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, PATRICK G. McCART, who stated that he is Director, Mississippi Operations, of Packard Electric Division of General Motors Corporation, Clinton, Mississippi, and that the matters set forth in the foregoing Application for Exemption from Ad Valorem Taxation are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, on this, the 19th day of April, 1994.

Christine H. Parris (Lowe)
NOTARY PUBLIC

My Commission Expires:
4-12-96

OF COUNSEL:

ROBERT P. WISE
WISE CARTER CHILD & CARAWAY
PROFESSIONAL ASSOCIATION
P. O. Box 651
Jackson, Mississippi 39205
(601) 968-5500

EXHIBIT "A"

GENERAL MOTORS CORPORATION

PACKARD ELECTRIC DIVISION

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