

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, FEBRUARY 2, 1993 - 7 P.M.
A. E. WOOD MEMORIAL LIBRARY**

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, February 2, 1993, 7 P.M., at the A. E. Wood Memorial Library, 111 Clinton Boulevard.

WELCOME AND CALL TO ORDER

Mayor Billy Ray Smith welcomed everyone present and extended a special welcome to Miss Cathy Yarbrough and her 9th grade Sumner Hill Civics and Government students.

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Jean Johnson followed by the Pledge of Allegiance to the Flag led by Alderman Ed Valente.

ROLL CALL - City Clerk Nelson Byrd

Present - Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ben Todd - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Jean Johnson - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Billy Ray Smith - Presiding

City Attorney William E. Spell
City Clerk Nelson Byrd

APPROVAL OF CONSENT AGENDA ITEMS A-S:

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Lott to approve Consent Agenda Items A-S as listed on page 877-878 of this Minute Book V, noting that Consent Agenda Items I, J, L, & M, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton; with quotes in items E, F, & S being found in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

OAKWOOD STREET/CLINTON-RAYMOND ROAD SEWER IMPROVEMENTS AWARDED TO DELTA CONSTRUCTORS, INC.

As shown by proof of publication found on page 879 of this Minute Book V that sealed bids would be received for sanitary sewer improvements on Oakwood Street/Clinton-Raymond Road, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ferrell to accept the low bid of Delta Constructors, Inc., in the amount of \$109,764.00 as shown on Bid Tabulation found on pages 880-881 of this Minute Book V. **MOTION CARRIED UNANIMOUSLY.**

PROPOSALS RECEIVED AND OPENED FOR PROFESSIONAL SERVICES FOR 1993 CDBG ECONOMIC DEVELOPMENT PROJECT

As shown by proof of publication found on page 882 of this Minute Book V that sealed proposals would be received for professional services (Project Administrator, Project Attorney, and Project Engineer), proposals were received as follows:
ADMINISTRATOR

1. Sample & Associates
2. Jimmy Gouras

(It was noted that Continental Consultants returned a letter stating that they did not wish to bid; and a proposal was received

but not opened for appraisal services by Linda M. Todd & Assoc. noting that said appraisal was not opened because appraisal services were not requested.)

ATTORNEY

1. William E. Spell
2. Stennett, Wilkinson, & Peden
3. Gerald & Brand

ENGINEER

1. Neel Schaeffer
2. Alford Engineering
3. Engineering Associates
4. ABMB Engineers
5. Williford, Gearhart, & Knight
6. Edward T. Davis & Associates
7. Allen & Hoshall
8. Anderson Engineers

CMPDD representative Mike Monk then stated that a selection committee must be formed to review and rate the above proposals for action at the next Board Meeting. MOTION made by Alderman Valente and SECONDED by Alderman Lott to take said proposals under advisement and to authorize Mayor Smith to appoint required selection committee. MOTION CARRIED UNANIMOUSLY. Mayor Smith then appointed Aldermen Ryan and Ferrell, Public Works Director Alderman, City Engineer Broome, City Clerk Byrd and Mayor Smith to serve on said selection committee with recommendation to be brought back at the next Board Meeting. Said proposals are on file in the Office of the City Clerk.

1991-1992 AUDIT ACCEPTED

Following comments from Auditor Walter Murphy of Tann, Brown & Russ Co., Ltd., MOTION made by Alderman Johnson and SECONDED by Alderman Todd to accept the audit report for fiscal year ending 9-30-92 as presented with copy of said audit on file in the Office of the City Clerk. MOTION CARRIED UNANIMOUSLY. *Proof of Pwr P 882A*

NEGOTIATIONS OPEN FOR PURCHASE OF PARK PROPERTY

Following lengthy comments from John King, Bucky Waters, Mark Williams, Monroe Landrum, Jeanette Touchton, John Legg and Betty King encouraging the City Aldermen to re-consider purchasing the Price property as shown on the map on page 883 of this Minute Book V, for the proposed comprehensive City Park to abut the proposed Nature Center which will be donated to the Clinton Community Nature Center Corporation, the Board requested City Engineer Broome to prepare a short list of criteria for the Board to consider in purchasing park property (making this criteria list available to the Mayor, Board, or any interested party), with the Board reviewing all of the land options available to the City of Clinton, to best carryout the long-term parks & recreation plan, and place this matter back on the next agenda for action. NO BOARD ACTION required.

ACCEPTANCE OF RESIGNATIONS FROM USRY, GEARHART, AND TONORE

MOTION made by Alderman Todd and SECONDED by Alderman Ryan to accept the resignations of Al Usry and Greg Gearhart from the City of Clinton Planning and Zoning Board effective 1-18-93 as shown on their resignation letters found on pages 884-885 of this Minute Book V; and Katie Tonore's resignation from the City of Clinton Election Commission effective 1-18-93, as shown on resignation letter found on page 886 of this Minute Book V. MOTION CARRIED UNANIMOUSLY.

TONORE APPOINTED TO SCHOOL BOARD

Noting that ten resumes as shown on page 887 of this Minute Book V had been submitted to be considered as nominees to serve on the School Board, Mayor Smith asked if there was anyone else in the audience who would like to add their name to the list of nominees to be considered and receiving none requested the Board to place the aforementioned ten names in nomination. MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to place all ten names in nomination for said position. MOTION CARRIED 7-0 with Alderman Todd abstaining.

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to adopt the procedure found on page 888 of this Minute Book V to be followed in making said appointment. MOTION CARRIED 7-0 with Alderman Todd abstaining.

MOTION made by Alderman Valente and SECONDED by Alderman Ryan to open nominations from the floor and the Board of Aldermen. MOTION CARRIED 7-0 with Alderman Todd abstaining.

No further nominations being made, MOTION made by Alderman Valente and SECONDED by Alderman Ferrell that the nominations be closed. MOTION CARRIED UNANIMOUSLY with Alderman Todd abstaining.

Mayor Smith then requested each Alderman to vote for their appointee recommendation with ROLL CALL VOTE as follows: Alderman Ryan - "Conerly", Alderman Ferrell - "Todd", Alderman Valente - "Tonore", Alderman Todd - "abstain", Alderman Fisher - "Tonore", Alderman Johnson - "Lynchard", Alderman Lott - "Conerly". Noting the tie between Katie Tonore and Jim Conerly, Mayor Smith cast the tie-breaking vote with a vote for Tonore.

Tonore now being the first finalist in the elimination process, the Board then voting on the remaining contestants of Lynchard, Conerly, and Todd, with the following ROLL CALL VOTE: Alderman Ryan - "Todd", Alderman Ferrell - "Todd", Alderman Valente - "Todd", Alderman Todd - "abstain", Alderman Fisher - "Todd", Alderman Johnson - "Lynchard", Alderman Lott - "Lynchard". Noting that Julia Todd received the majority vote, the final vote next to be taken between finalists Katie Tonore and Julia Todd with the following ROLL CALL VOTE: Alderman Ryan - "Tonore", Alderman Ferrell - "Todd", Alderman Valente - "Tonore", Alderman Todd - "abstain", Alderman Fisher - "Tonore", Alderman Johnson - "Tonore", Alderman Lott - "Tonore" with final results being MOTION CARRIED 6-1-0 with Alderman Ferrell casting the one vote for Todd and Alderman Todd abstaining. Tonore's appointment is effective immediately and will run through 3-6-98. Resumes of all nominees may be found in the Office of the City Clerk.

Alderman Ferrell left at this time to attend a wake at his church.

CAMPBELL APPOINTED TO PLANNING AND ZONING BOARD

MOTION made by Alderman Todd and SECONDED by Alderman Johnson to appoint Mr. William Campbell to serve as Ward 3 representative on the City of Clinton Planning and Zoning Board filling the unexpired term of Al Usry effective immediately with said term expiring 1-1-96. MOTION CARRIED UNANIMOUSLY. Alderman Ferrell not present for voting.

1993 APPLICATION FOR TREE PLANTING PROJECT APPROVED

MOTION made by Alderman Valente and SECONDED by Alderman Todd to approve that Small Business Administration Application for the 1993 tree planting proposal to plant 750 trees in Clinton (as found in the Office of the City Clerk) 45% local and 55% federal matching grant totaling \$15,000.00 with \$12,274.00 being Cities in-kind

contribution and \$1,500.00 cash. **MOTION CARRIED UNANIMOUSLY.** Alderman Ferrell not present for voting. Thanks were extended to Mr. Jehu Brabham for his beautification efforts.

ACTION ON SEWER TAP AT 1501 ARLINGTON STREET POSTPONED FOR FURTHER INFORMATION

Regarding that sewage matter brought before the Board of Aldermen on 1-19-93, as found on pages 864-865 of this Minute Book V requesting reimbursement for emergency plumbing expenses due to failure of service line, and hence finding that said line is a private service line, not a City collector line, and the City does not have an easement for said service line, noting however, that the City has at City expense made an additional sewer tap at said property, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Fisher instructing the City to obtain three proposals for the provision of the service as installed to have a basis to examine the request for compensation; to identify and authorize the acceptance of an easement for that 38' line as described by the Public Works Director; and to determine the location of the original collector line and the extent of its current service so that information can be available for the description of the easement. **MOTION CARRIED UNANIMOUSLY.** Alderman Ferrell not present for voting.

MOBILE HOME SPECIAL EXCEPTION ON FLOWERS DRIVE DENIED

Although the City of Clinton Planning and Zoning Board recommended a special exception be granted to Mr. Robert L. Lewis for the replacement of a mobile home which burned in 1988 on Flowers Drive, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Fisher to deny the Planning and Zoning Board's recommendation based on the fact that two prior special exceptions in that same general area had been previously denied and felt the need to remain consistent. Prior to a vote, Mayor Smith did open the floor up for comments wherein Mr. Lewis' stepfather asked the Board to grant said exception and neighbor John Gill expressed opposition to any mobile homes being allowed in said area. **MOTION CARRIED UNANIMOUSLY** with Alderman Ferrell not present for voting.

NEW ENGINEER TO BE RETAINED FOR BRIARS WASTEWATER TREATMENT FACILITY

MOTION made by Alderman Valente and **SECONDED** by Alderman Todd authorizing the City to proceed with a new engineer on the Briars Wastewater Treatment Facility having examined the cost estimates as found in the correspondence on pages 889-892 of this Minute Book V, and to make whatever notification necessary to the State Revolving Fund and Department of Environmental Quality. **MOTION CARRIED UNANIMOUSLY.** Alderman Ferrell not present for voting.

AGREEMENT SIGNED WITH WILLIFORD, GEARHART, & KNIGHT, INC.

MOTION made by Alderman Johnson and **SECONDED** by Alderman Lott to approve that general services agreement as found on pages 893-899 of this Minute Book V with Williford, Gearhart & Knight, Inc., for engineering services. **MOTION CARRIED UNANIMOUSLY.**

OTHER BUSINESS

A. Repair of Sewer Jet Pump for Public Works Department to be placed on next Board Agenda.

B. Mayor Smith asked that the four SCS project easements (in three separate wards) Melrose II, Arlington Repair, Neal Street and Robinson Park Extension II be expedited.

C. City Attorney Spell apprised the Board that the Insurance Carrier had decided to settle the Bradshaw vs. City of Clinton lawsuit for a \$10,000.00 settlement rather than go to court, but

Mr. Spell emphasized that this in no way indicated that the City of Clinton Police Department was wrong in any manner. Further, Mr. Spell will soon be sending a document for the Mayor and Board to sign providing for dismissal of said suit.

Alderman Ferrell returned 9:10 p.m.

ADJOURNMENT - 9:15 P.M.

There being no further business to discuss, **MOTION** made by Alderman Ryan and **SECONDED** by Alderman Lott to Recess until February 16, 1993, 5 P.M. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 877-878 of this Minute Book V.

APPROVED: Billy R Smith 2-7-93
Billy Ray Smith, Mayor Date

ATTEST: Nelson Byrd 2-7-93
Nelson Byrd, City Clerk Date

SEAL

Copy to Handed

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PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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204 Bid Notices
ADVERTISEMENT FOR BIDS
Sealed bids for construction of a Oakwood Street/Clinton Raymond Road Sanitary Sewer Improvements in Clinton, Mississippi, will be received by the Clinton Mayor and Board of Aldermen at the Office of the City Clerk, City Hall, 300 Jefferson Street, Clinton, Mississippi, until 2:00 P.M. local time on January 25, 1993, and immediately thereafter will be opened and publicly read. The work involved in the project includes construction of sanitary sewer mains, manholes, 6, 8, and 18 inch SDR-26 PVC, and appurtenances. All documents required for bidding purposes, including specifications, may be obtained from Anderson Engineers, P.A., P.O. Box 254, Clinton, Mississippi 39060. A non-refundable deposit of \$35.00 is required at the time of request for plans and specifications. A copy of the specifications may be examined at the office of the Project Engineer, located at 51 Highway 80 West, Suite B, Clinton, Mississippi, Clinton City Hall, Clinton, Mississippi, and the American Subcontractors, AGC, ABC and F.W. Dodge plan rooms in Jackson, Mississippi. Bid preparation will be in accordance with the instruction of Bidders bound in the Specifications. The City of Clinton reserves the right to waive irregularities and to reject any or all bids.
CITY OF CLINTON, MISSISSIPPI
BY: /s/ Nelson Byrd Nelson Byrd
City Clerk
APPROVED BY:
/s/ Billy R. Smith
Billy Ray Smith
Mayor
Dec. 28 1992, Jan. 4, 1993

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

Hollie Barlow,

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 December 28, 1992

Date January 4, 1993

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 58

Published 2 Times

Total \$ 32.16

Signed Hollie Barlow

Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 4th day of January,

1993.

Janet Boatner
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 23, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Seal)

BID TABULATION

PROJECT: SANITARY SEWER IMPROVEMENTS
 OAKWOOD STREET/CLINTON RAYMOND ROAD

OWNER: CITY OF CLINTON, CLINTON, MS

ENGINEER: ANDERSON ENGINEERS, P.A.

BID DATE: JANUARY 25, 1993, 2:00 P.M.
 OFFICE OF THE CITY CLERK
 CITY HALL
 300 JEFFERSON STREET
 CLINTON, MISSISSIPPI

<u>CONTRACTOR</u>	<u>BASE BID</u>
THWEATT CONSTRUCTION, INC. C.O.R.# 0255 BID BOND _____	<u>\$208,903.04</u>
GLYNN W. LEONARD, INC. C.O.R.# 02163 BID BOND _____	<u>\$122,613.80</u>
JOSEPH CONTRACTORS, INC. C.O.R.# 6814 BID BOND _____	<u>\$127,111.00</u>
HEMPHILL CONSTRUCTION CO., INC. C.O.R.# 2449 BID BOND _____	<u>\$122,258.60</u>
DELTA CONSTRUCTORS, INC. C.O.R.# 7487 BID BOND _____	<u>\$109,764.00</u>

①

SATTERFIELD CONSTRUCTION, INC.

C.O.R.# 5666

\$132,302.00

BID BOND

G. DALE SMITH GENERAL CONSTRUCTION

C.O.R.# 4621

\$124,107.00

BID BOND

BLURTON AND BANKS, INC.

C.O.R.# 04885

\$152,166.00

BID BOND

This is to certify that the above bid amounts are a true and accurate tabulation of the construction bids received on this project.

BY: William C. Poole
William C. Poole
Anderson Engineers, P.A.

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7 7-93 7

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

110 Clinton
legals

**LEGAL NOTICE
CLINTON, MISSISSIPPI
REQUEST FOR
PROPOSALS**

The CITY OF CLINTON, Mississippi, will accept sealed proposals from qualified firms for professional services required for the initiation and implementation of their 1993 Community Development Block Grant ECONOMIC DEVELOPMENT Project should it be funded.

The CITY OF CLINTON is seeking funding from the Community Development Block Grant (CDBG) program. A Project Administrator, Project Attorney, and Project Engineer will be selected to oversee this project. The services required for this project are:

ADMINISTRATIVE: Assist the City and its agents in the general program management including accounting, required reports to HUD and the State, implementation of applicable State and Federal laws, regulations, and requirements, establishment and maintenance of filing system; and liaison between the City and the State. Firms or individuals proposing to perform administrative services should submit a list of their qualifications, experience, and ability.

LEGAL: Consultation services as required for the implementation of the proposed improvements as outlined in the CDBG application in accordance with State and Federal laws and regulations. Legal services are required for the implementation of the proposed improvements as outlined in the CDBG application in accordance with State and Federal laws and regulations. Legal services shall include but not be limited to consultation services, the evaluation of all contracts and land acquisition, etc. Offerors should submit a list of their experience, qualifications, ability along with an hourly rate charged for consultation services. Other services include examination of property records related to any easements which might be required.

110 Clinton
legals

vices include examination of property records related to any easements which might be required.

ENGINEERING: Engineering design for construction of the proposed improvements including: All design surveys, preliminary design work, final design phase, preparation of plans and specifications. Firms or individuals should submit a list of their experience, qualifications, and ability.

Proposals for this project will be rated according to the following criteria:

1. **EXPERIENCE** with similar Community Development Block Grant Projects.

2. **QUALIFICATIONS,** knowledge, and technical expertise in this and similar projects;

3. **ABILITY** to perform required services in a timely manner, given current workload and staff; and

4. **COST** of proposed services for preparer, legal and appraisal work only.

Proposals are being requested in accordance with OMB Circular A-102, Attachment O, Paragraph 11C, "Competitive Negotiations". Contracts will be awarded to the qualified bidders whose proposal is determined to be most advantageous to CLINTON, Mississippi, cost and other factors considered. The Board reserves the right to reject any and all proposals and to waive any irregularities or informalities in the proposal process.

Proposals should be sealed and properly labeled as 1993 COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT PROJECT, and may be delivered or mailed to: Nelson Byrd, City Clerk, P.O. Box 156, Clinton, Mississippi 39060 and received at: City Hall, Clinton, MS 39060 and received at City Hall no later than 5:00 p.m. Tuesday, February 2, 1993. The proposals will be opened that night at the Board's meeting and the selection committee will make their recommendations to the Mayor and Board soon thereafter. Additional information is available upon request from Mr. Mike Monk, Telephone Number 981-1511. January 14, 1993

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

Janet Boatner

an authorized clerk of THE CLINTON NEWS, a weekly 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 the issues of said newspaper as follows:

Date January 14, 19 93

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines 137

Published 1 Times

Total \$ 45.84

Signed Janet Boatner
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 14th day of
January 19 93.

Marie Mills
Notary Public

My Commission Expires:

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

(Seal)

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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

Kelley Turner,

an authorized clerk of THE CLINTON NEWS, a weekly 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 the issues of said newspaper as follows:

Date March 4, 19 93

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines 29

Published 1 Times

Total \$ 10.28

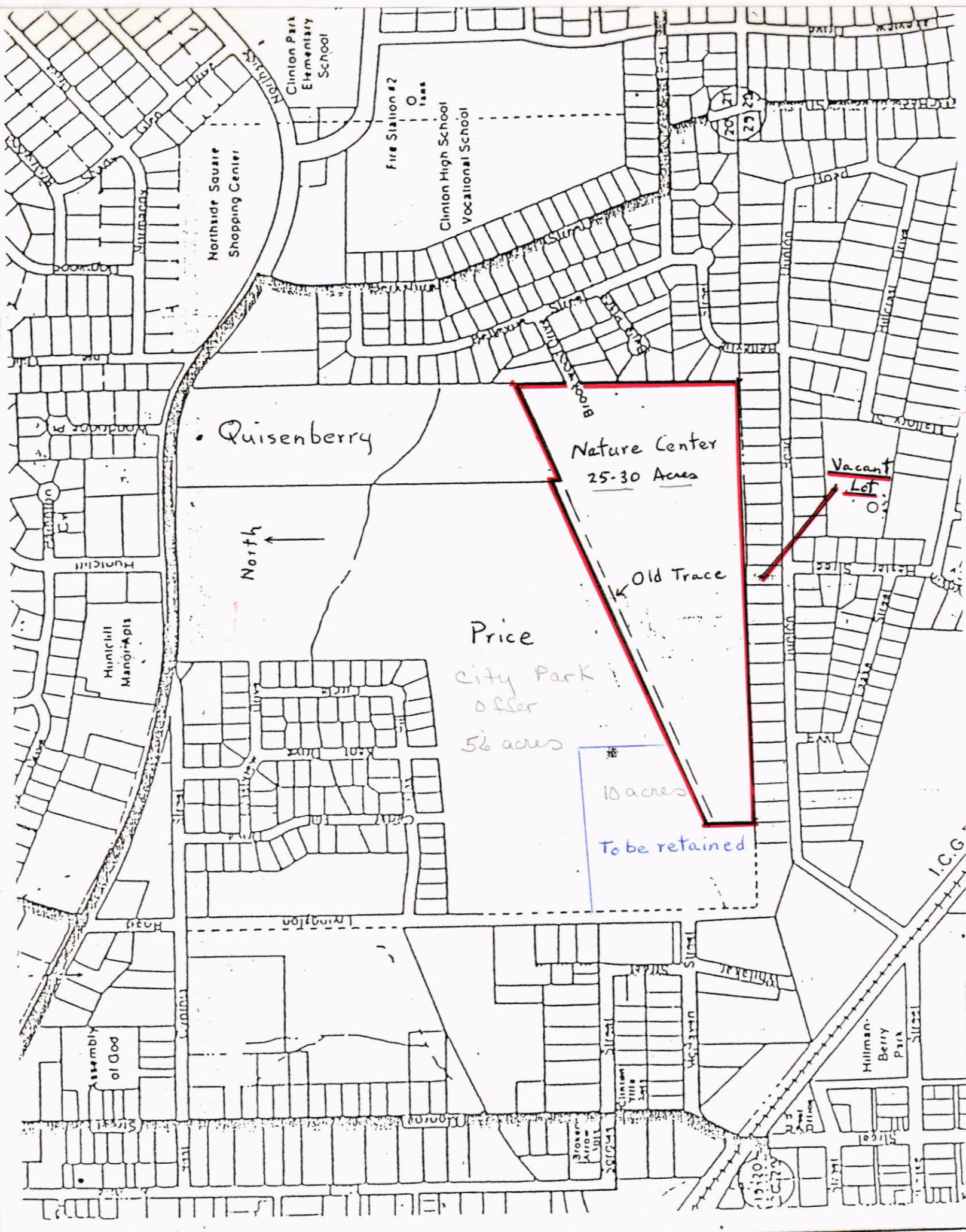
Signed Kelley Turner
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 4th day of
March 19 93.

Janet Boatner
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 23, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Seal)



USRY
ARCHITECTS, P.A.

11 Nelson
RECEIVED

JAN 19 1993

January 18, 1993

CITY OF CLINTON

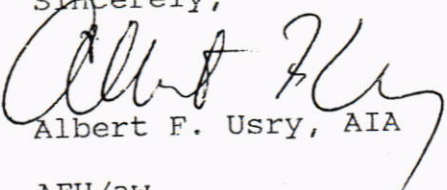
Honorable Billy Ray Smith, Mayor
& Board of Aldermen
P.O. Box 156
Clinton, Mississippi 39060

Re: Zoning Board Appointment

Honorable Billy Ray Smith,

Pursuant to a telephone conversation this date from Alderman Ben Todd, he was informed through Mr. Bill Spell's office the Ethics Commission would not permit my appointment to the Zoning Commission. Based on your recent notice of the Board's formal action, I respectfully request the City Board accept this letter as a resignation. I appreciate the implied vote of personal confidence and regret this development.

Sincerely,


Albert F. Usry, AIA

AFU/aw

//

Nelson

RECEIVED

JAN 19 1993

January 18, 1993

CITY OF CLINTON

Honorable Billy Ray Smith, Mayor
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

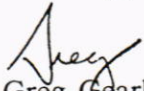
Re: Clinton Planning and Zoning Commission

Dear Mayor Smith:

When initially contacted regarding my willingness to serve on the City Planning and Zoning Commission, I acknowledged a willingness to do so as long as appointment would not prohibit me or my firm from providing engineering services to the City. Subsequent to my appointment, when I was requested to provide certain services to the City, I contacted the Board of Registration for Professional Engineers and Land Surveyors and received confirmation that contract services of the type proposed would not violate engineering ethics standards, and shared this information with the City (letters attached.) Following our collective best efforts to insure that the opportunity for conflict would not exist, I have just become aware that provisions may exist in state law which could affect my ability to serve on the Planning Commission, and therefore to avoid even the appearance of potential conflict, I hereby resign from the Planning Commission, effective immediately.

Thank you again for the opportunity to serve Clinton.

Sincerely,



Greg Gearhart, P.E.

GAG/km

Attachments

cc: Farris Crisler, Chairman, Planning Commission
Jean Johnson, Alderman, Ward 5
Bill Spell, City Attorney

1375 - Katie

11 + 12

Nelson

RECEIVED

JAN 19 1993

JANUARY 18, 1993

MAYOR BILLY RAY SMITH
P.O. BOX 156
CLINTON, MS. 39060

CITY OF CLINTON

DEAR MAYOR SMITH:

IT IS WITH REGRET THAT I NOTIFY YOU THAT I MUST RESIGN
FROM THE CITY OF CLINTON ELECTION COMMISSION.

I HAVE SUBMITTED MY RESUME FOR THE POSITION OF BOARD
MEMBER FOR THE CLINTON SCHOOL BOARD OF TRUSTEES. THE
POSITION OF SCHOOL BOARD MEMBER IS IN MY FIELD OF STUDY
AND I WOULD BE ABLE TO SERVE THE CITY OF CLINTON FOR A LONGER
PERIOD OF TIME THAN I WOULD BY FILLING THE UNEXPIRED TERM FOR
THE ELECTION COMMISSION. I HAVE ALSO LEARNED THAT THERE IS A
CONFLICT OF INTEREST TO SERVE ON TWO BOARDS AT THE SAME TIME.

I HOPE THIS RESIGNATION IS ACCEPTED WITHOUT ANY
DIFFICULTIES. I HAVE SPOKEN WITH A FELLOW LEADERSHIP CLINTON
CLASSMATE, PHILIP PIERCE, AND HE WOULD LIKE TO HAVE HIS NAME
SUBMITTED FOR THE POSITION ON THE ELECTION COMMISSION. HIS
ADDRESS AND PHONE NUMBER ARE ENCLOSED.

THANK YOU AGAIN FOR YOUR SUPPORT AND I LOOK FORWARD TO
WORKING WITH YOU AGAIN IN THE FUTURE.

SINCERELY,

KATIE TONORE
Katie Tonore
CC: CRIS CRISLER

PHILIP PIERCE
108 BENT OAK COVE
CLINTON, MS. 39056
924-6096

12

ALDERMEN

O. C. George Ferrell
Ward One
Edward J. Valente
Ward Two
Ben L. Todd
Ward Three
Keith N. Montgomery
Ward Four



Billy Ray Smith, Mayor

ALDERMEN

Jean W. Johnson
Ward Five
Sharbert K. Lott
Ward Six
Willard A. Ryan
Alderman-At-Large
Nelson Byrd
City Clerk

MEMO TO: Board of Aldermen

FROM: Mayor Billy Ray Smith

A handwritten signature in dark ink, appearing to read "BRS", is written over the name "Billy Ray Smith" in the "FROM:" line.

SUBJECT: School Board Appointment

DATE: January 28, 1993

The following people have turned in resumes requesting to be considered as a nominee for the Clinton School Board appointment to be made next Tuesday night, February 2, 1993:

1. David Robert Greene
2. F. J. Eicke
3. Doyle L. Jones
4. Katie Tonore
5. Tommy Bobo
6. Catherine Ellsaesser
7. Jim Conerly
8. Becky Lynchard
9. Janet Sherer
10. JULIA TODD

If you have any questions, please call.

PROCEDURE FOR APPOINTING SCHOOL BOARD MEMBER

The final appointment shall be decided by a majority vote of the Board and, in case of a tie, the Mayor shall cast the deciding vote. The Mayor shall also cast the deciding vote in the event there is a tie in any vote preceding the final vote.

All applicants announced by the Chair shall be considered nominees from whom the Board shall select the appointee by the following procedure:

1. A vote shall be taken, and each Alderman shall vote for one (1) nominee. If no nominee receives a majority of the vote, the nominee receiving the highest number of votes shall be declared a final contestant.

2. The Board of Aldermen shall then vote on the applicants remaining who got at least one (1) vote, and the applicant who gets the highest number of votes shall be declared a final contestant.

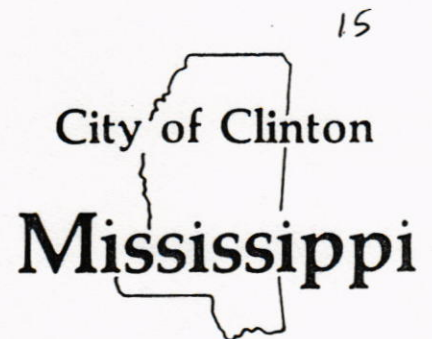
3. The Board of Aldermen shall then vote on the two (2) final contestants, and the applicant receiving a majority of votes shall be appointed to the School Board.

Department of Public Works

P.O. Box 156 • Leake /Jefferson St.
Clinton, MS 39060
(601) 924-2239 • (601) 924-8532 (FAX)

W. Harold Alderman
Director

Richard L. Broome, P. E.
City Engineer



MEMO TO: MAYOR BILLY RAY SMITH
FROM: RICHARD BROOME *Richard L. Broome*
DATE: JANUARY 25, 1993
RE: ESTIMATED COST OF CHANGING ENGINEERS/
BRIAR'S WWTF CONTRACT

On January 19, 1993 I received a copy of the letter from Anderson Engineer's attorney, David Mockbee, stating their claim for wrongful termination of the Briar's contract would be \$64,675.03. I cannot make a determination of the merit of this possible claim nor was any documentation of this proposed figure given.

However, my memo to you estimated the termination costs to be \$15,288.00. If their claim has merit, this would raise the estimate of the total cost of changing engineers to approximately \$71,000.00.

If you have any questions, please call me.

Department of Public Works

P.O. Box 156 • Leake /Jefferson St.
Clinton, MS 39060
(601) 924-2239 • (601) 924-8532 (FAX)

W. Harold Alderman
Director

Richard L. Broome, P.E.
City Engineer



MEMO TO: MAYOR BILLY RAY SMITH

FROM:

RICHARD BROOME

Richard L. Broome

DATE:

JANUARY 14, 1993

SUBJECT: ESTIMATED COST OF CHANGING ENGINEERS

As directed by Board action in the meeting of December 15, 1993, I have estimated the costs of changing engineers for the Briars STP project. These, of course, are estimates and the final costs cannot be determined until a new contract could be negotiated with an engineering consultant.

First, let me give you a summary of Anderson's existing Briars contract. The estimated construction costs are \$1,021,952.00. Based on this cost the eligible amount for reimbursement in the SRF program for Construction Phase Services (including Administration and Legal) is 11.68% or \$119,372. Anderson's contract is for \$117,760 of which \$102,472 is cost and \$15,288 is a fixed fee (profit). Although there is not a termination clause in Anderson's contract, they may if terminated, make a claim of \$15,288 for "lost profit".

If a new engineer is selected to finish this project using the plans and specification prepared by Anderson, I estimate the following charges by the engineer:

Review of Preliminary Engineering Report, Review of Plans and Specifications, Review of Quantities, and Revised Cost Estimated	-----	\$ 13,000
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Modification to Anderson's Plans and Specification	-----	12,000
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Basic Construction Services -- 9.68% of Construction Cost of \$1,022,000	-----	99,000
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Total Direct Engineering Costs	-----	\$124,000
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This is an increase of \$6,240 over Anderson's contract. However, if Anderson recovers "lost profit" of \$15,288 the increase would be \$21,528. I would not expect the "lost profit" to be eligible under the SRF program.

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I would also estimate a 2-3 months time delay. This includes time for the review of Anderson's documents by the new engineer and time for getting the new engineer's procurement package reviewed and approved.

I have also estimated the costs for getting another design consultant for the proposed softball fields at the District 4 site on Springridge Road. Anderson's contract is 6% of construction cost for design and 2% of construction cost for construction administration. I estimate we can employ another design consultant for these rates with the possible addition of approximately \$4,000 for a preliminary design report and preliminary cost estimate.

If you have any questions, please call me.

cc: Harold Alderman
William E. Spell

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PHELPS DUNBAR
COUNSELLORS AT LAW

TEXACO CENTER • 400 POYDRAS STREET
NEW ORLEANS, LOUISIANA 70130-3245
(504) 566-1311
FACSIMILES (504) 568-9130 AND (504) 568-9007
TELEX 584125 WU AND 682155 WU
CABLE HOWSPENCER

SUITE 701 • CITY NATIONAL BANK BUILDING
P. O. BOX 4412
BATON ROUGE, LOUISIANA 70821-4412
(504) 346-0285
FACSIMILE (504) 381-9197

SUITE 1400 • MIRROR LAKE PLAZA
2829 LAKELAND DRIVE
P. O. BOX 55507
JACKSON, MISSISSIPPI 39296-5507
(601) 939-3895
FACSIMILE (601) 932-6411

SEVENTH FLOOR • ONE MISSISSIPPI PLAZA
P. O. BOX 1220
TUPELO, MISSISSIPPI 38802-1220
(601) 842-7907
FACSIMILE (601) 842-3873

SUITE 501 • 4 HOUSTON CENTER
1331 LAMAR STREET
HOUSTON, TEXAS 77010
(713) 659-1386
FACSIMILE (713) 659-1388

SUITE 976 • LEVEL 9
LLOYD'S
1 LIME STREET
LONDON EC3M 7DD ENGLAND
TELEPHONE 011-44-71-929-4765
FACSIMILE 011-44-71-929-0046
TELEX 987321

January 4, 1993

David W. Mockbee
Partner
Resident in Mississippi
(601) 936-4338

8308-006

William E. Spell, Esquire
203 Monroe Street
Clinton, Mississippi 39056

Re: City of Clinton Contract/Anderson Engineers, P.A.

Dear Bill:

Please be advised that, based upon the terms of the referenced contract and Anderson Engineers' records for the project, Anderson Engineers' damages, in the event of wrongful termination by the City of the Briars Contract, would be \$64,675.03.

Additionally, we estimate that the cost to repair the Lovett Lagoon clarifier per our proposal would be \$45,000.00.

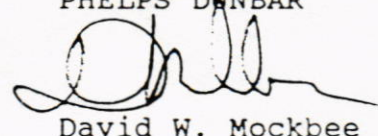
We would be interested in discussing a reduction in any claim for damages upon termination of the Briars Contract in exchange for a full and final release on the Lovett Lagoon Project.

Please understand that this information is provided per your request and is an offer of settlement of disputed claims. Anderson Engineers, P.A and Terry Anderson individually expressly deny any liability under the circumstances.

Once you have had an opportunity to consider this, please call.

Sincerely yours,

PHELPS DUNBAR



David W. Mockbee

DWM:tg
cc: Terry L. Anderson, P.E.

GENERAL SERVICES AGREEMENT
by and between
CITY OF CLINTON
and
WILLIFORD, GEARHART & KNIGHT, INC.

This is an Agreement made this the ____ day of January, 1993, 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).

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

**GENERAL SERVICES AGREEMENT
CITY OF CLINTON - WGK
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professional services deemed appropriate by the Owner;

- 1.5 The Engineer shall prepare and provide to the Owner at least three copies of any evaluation, analysis, report, survey, design or construction engineering document, opinion of cost or any other deliverable resulting from the services provided by the Engineer; and
- 1.6 The Engineer shall provide the general services relative to this Agreement in accordance with the general scope of services that may be prepared from time to time for various initiatives, which shall be and become attached to and made a part of this Agreement.

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, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by Owner or others in performing Engineer's services under this Agreement;
- 2.4 The Owner shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder; and
- 2.5 The Owner shall bear all costs incident to compliance with the requirements of this Section.

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 1992, and 1993;

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- 3.2 The general services performed after calendar year 1993, shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the Owner and Engineer; and
- 3.3 The general services for the work authorized by this Agreement shall be considered complete upon the acceptance of the work product by Owner or upon the passage of thirty 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 years 1992, and 1993;
- 4.2 The Engineer shall notify the Owner of the standard hourly billing rates that shall apply to the services rendered under this Agreement no less than annually after calendar year 1993;
- 4.3 The Owner shall compensate the Engineer for the general services authorized by this Agreement in accordance with the hourly rates, plus direct reimbursable expenses including printing, postage, travel, subsistence and the like;
- 4.4 The Engineer shall submit monthly invoices for the general services rendered in accordance with the hourly rates, and shall invoice for the direct expenses incurred at cost;
- 4.5 The Owner shall make prompt monthly payments to the Engineer for 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 thirty days after receipt of Engineer's statement therefor, the amounts due Engineer will be increased at the rate of 1% per month from said thirtieth day, and in addition, Engineer may, after giving seven day's written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and charges.

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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; 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 All documents prepared or furnished by Engineer, and Engineer's independent professional associates and consultants, pursuant to this Agreement are instruments of service and Engineer shall retain an ownership and property interest therein. Owner may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse without written verification of adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates and consultants, from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification of adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer;
- 6.2 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, Engineer will be paid for all professional services rendered and for all reimbursable expenses incurred to the date of termination and, in addition, all professional and reimbursable expenses directly attributable to termination;

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- 6.3 Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer, and to the extent permitted by paragraph 6.4, the assigns of Owner and Engineer, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement;
- 6.4 Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder;
- 6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer, and not for the benefit of any other party;
- 6.6 This Agreement together with such amendments which shall be added from time to time constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument; and
- 6.7 Owner hereby agrees that to the fullest extent permitted by law, that the Engineer's total liability to Owner on any Project performed under this contract, due to the Engineer's negligence acts, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed \$250,000 or the total construction cost of the project for the specific work effort authorized under this Agreement from which a liability claim arises, whichever is less. Any construction contract for a project as a result of the Engineer's design shall contain the following provision:

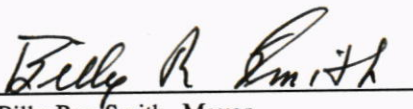
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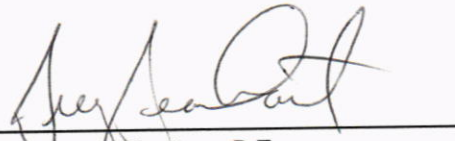
The Bidder is skilled and experienced in the use and interpretation of plans and specifications. He has carefully reviewed the plans and specifications for this project and has found them to be free of ambiguities and sufficient for bid purposes. Further, he has carefully examined the site of the work 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

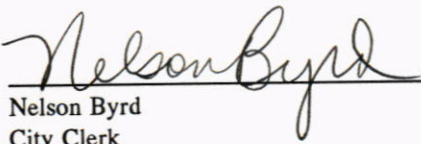
WILLIFORD, GEARHART & KNIGHT, INC.

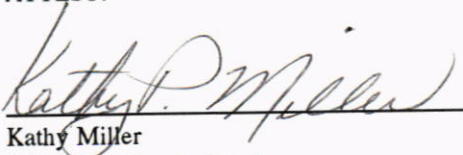

Billy Ray Smith, Mayor
City of Clinton


Gregory A. Gearhart, P.E.
Principal

ATTEST:

ATTEST:


Nelson Byrd
City Clerk


Kathy Miller
Administrative Assistant

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**STANDARD HOURLY BILLING RATES
1992 - 1993**

<u>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 (Two Men)	55
Survey Party (Three Men)	65
Survey Party (Four Men)	75