

**ADJOURNED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 17, 1992 - 7 P.M.
A. E. WOOD MEMORIAL LIBRARY**

The Mayor and Board of Aldermen of the City of Clinton met in Adjourned Meeting at 7 P.M., at the A. E. Wood Memorial Library, 111 Clinton Boulevard, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of March 3, 1992, as found on Page 142 of this Minute Book V.

WELCOME AND CALL TO ORDER - Mayor Billy Ray Smith

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Reverend Paul Luckett, Pastor, St. Paul United Methodist Church followed by the Pledge of Allegiance to the Flag led by Alderman Ben Todd.

ROLL CALL - City Clerk Nelson Byrd

Present - O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ben Todd - Alderman Ward 3
Keith Montgomery - 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

Absent - Willard Ryan - Alderman-at-Large

APPROVAL OF CONSENT AGENDA ITEMS A-N:

- A. \$25.00 to Municipal Court Clerk Association of Mississippi for annual membership dues of Marie K. McGraw (Adm.)
- B. Authorization to pay actual expenses for City personnel to attend MMA annual convention on June 9-12, 1992 at Biloxi (Adm.)
- C. \$100.00 to Miss Dixie Scholarship Pageant to be held in Clinton, MS, March 21, 1992, at Clinton Junior High (Adm.)
- D. \$105.00 each plus expenses to the University of MS for Nelson Byrd and Brooxye Sessums to attend the annual MS Municipal Clerks and Collectors Conference April 15-17, 1992, in Natchez (Adm.)
- E. \$903.00 to ATEC - low quote to replace stolen pitching machine for girls softball at Traceway Park (P&R)
- F. Appx. \$1,000.00 plus expenses for two days of data conversion and training expenses to be shared with Madison S.O. and taught by Applied Micro Tech, Inc. (Police)
- G. \$504.00 to Physio Control Corp. for one year maintenance on 1985 Cardiac Monitor purchased for \$7,500.00 (Fire)
- H. \$1,451.12 to APAC-MS for asphalt for street repairs (PWD)
- I. \$1,140.00 to Capweld for chlorine to treat water (PWD)
- J. \$1,328.61 to Clinton Welding for installing forks on bucket for case backhoe (PWD)
- K. \$6,993.80 to Hill City Oil for gas used by all depts.
- L. \$992.95 to Joe Rives Carpet Service for cleaning of carpet at 812 Monroe Street after sewage backed into house on 11-20-91 (PWD)
- M. \$1,362.20 to SW Paving for surface mix to repair streets (PWD)
- N. \$5,382.00 low quote to Utility Constructors for lowering 8" watermain at new Texaco site on Springridge Road (PWD)

Mayor Smith corrected Consent Agenda Item N to read \$4,932.00, and **MOTION** made by Alderman Johnson and **SECONDED** by Alderman Lott to approve Consent Agenda Items A-N as listed above, noting that Consent Agenda Item C, will serve to advertise favorably the

opportunities, possibilities, and resources of the City of Clinton.

PUBLIC HEARING CONCERNING HAZARDOUS HWY. 80 EAST PROPERTY OWNED BY S. L. SETHI UNDER REPAIR

Statements were made by Building Inspector Julion Lowther that permits had been issued to Dr. S. L. Sethi to renovate property at 300 and 322 Hwy. 80 East, and there was **NO BOARD ACTION**.

SURFACE PREPARATION AND PAINTING OF 500,000 GALLON WATER TANK AWARDED TO LOW BIDDER J. O. HOOKER & SONS, INC.

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Valente to accept the low bid of \$49,350.00 from J. O. Hooker & Sons, Inc., for the painting and surface preparation of an existing elevated 500,000 gallon water storage tank. **MOTION CARRIED UNANIMOUSLY**. Copy of Bid Tabulation, Proof of Publication, and Notice of Award may be found on pages 177-180 of this Minute Book V. Copy of bids may be found in the Office of the City Clerk.

CMPDD CONTRACT #318B23 FOR PROFESSIONAL SERVICES ACCEPTED

MOTION made by Alderman Johnson and **SECONDED** by Alderman Lott to accept and approve that CMPDD contract for professional services found on pages 181-188 of this Minute Book V. **MOTION CARRIED UNANIMOUSLY**.

AMERICA THE BEAUTIFUL PROJECT SHOWS PROGRESS

Alderman Valente reported that much progress has been made formulating plans for the planting of trees in parks and along rights-of-way to be funded by a \$2,000.00 grant from America the Beautiful along with matching labor from the City of Clinton. Five 8-10' magnolias will be planted in Traceway Park. Willow Oaks will be purchased and planted along roadsides beginning on Highway 80 and continuing onto other thoroughfares in the City. The Beautification Committee also requested input as well as physical and monetary help from civic groups or anyone else interested in helping accomplish this long and lasting impact on the community. **MOTION** made by Alderman Valente and **SECONDED** by Alderman Todd to request that the Board accept a non-binding resolution to endorse the activities of the America the Beautiful Commission appointed by the Mayor and authorize these beginning stages under the direction of the Mayor. **MOTION CARRIED UNANIMOUSLY**.

CITY OF CLINTON TO JOIN JACKSON AREA FEDERAL CREDIT UNION

After a presentation of the services of Jackson Area Federal Credit Union by General Manager Paul Armstrong, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ferrell that the Mayor be authorized to execute any appropriate administrative services necessary to transfer funds to Jackson Area Federal Credit Union for members that are employees of the City of Clinton and to issue a letter to approve payroll deductions. **MOTION CARRIED UNANIMOUSLY**.

PROPOSED EXTENSION OF PARK LIGHTING CONTRACT BY KEYS ELECTRIC TABLED

A proposed contract extension by Keys Electric, Inc., of the park soccer field lighting contract and a recommendation by Anderson Engineers, P.A. were discussed at length with **NO BOARD ACTION**. Copies of said proposal and recommendation may be found on pages 189-190 of this Minute Book V.

OTHER BUSINESS

PARKS AND RECREATION FENCE BIDS LAID ON TABLE

After discussion of bids received for park fences, **MOTION** made

by Alderman Lott and SECONDED by Alderman Valente to accept the low bid of \$9,472.00 by Pat Calhoun Fence Contractor. Further discussion concerning litigation with the Clinton Schools resulted in a substitute motion by Alderman Montgomery and SECONDED by Alderman Ferrell to delay action on the original motion for ten days by laying it on the table. ROLL CALL VOTE: Alderman Ferrell - "aye", Alderman Valente - "nay", Alderman Todd - "nay", Alderman Montgomery - "aye", Alderman Johnson - "aye", Alderman Lott - "nay". Tie vote 3-3. Mayor Smith cast the vote of "aye" to break the tie. MOTION CARRIED 4-3.

RESOLUTION ADOPTED REQUESTING NATCHEZ TRACE INTERCHANGE AT PINEHAVEN ROAD

After a presentation by Dr. Len Edwards, MOTION made by Alderman Valente and SECONDED by Alderman Lott for the adoption of that Resolution found on page 191 of this Minute Book V by the Mayor and Board of Aldermen requesting an interchange for Pinehaven Road on the Natchez Trace to be constructed next year. MOTION CARRIED UNANIMOUSLY.

HEALTH DEPARTMENT PROJECT BY MR. JOE SANFORD ON HIGHWAY 80 AWAITING COMPLETED PLANS

Public Works Director Alderman stated that his department has not heard from the engineers of Mr. Joe Sanford concerning incomplete plans submitted on March 3, 1992, for construction on Highway 80 of a Health Department Building. NO BOARD ACTION.

ADJOURNMENT - 8:12 P.M.

There being no further business to discuss, MOTION made by Alderman Lott and SECONDED by Alderman Johnson to RECESS Until March 27, 1992, 7:30 a.m., at the Mayor's Office in City Hall. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Page 192 of this Minute Book V.

APPROVED:	<u>Billy R. Smith</u> Billy Ray Smith, Mayor	<u>3-19-92</u> Date
ATTEST:	<u>Nelson Byrd</u> Nelson Byrd, City Clerk	<u>3-19-92</u> Date

SEAL

Agenda Item # 7

BID TABULATION

PROJECT: SURFACE PREPARATION AND PAINTING OF AN EXISTING
500,000 GALLON ELEVATED WATER STORAGE TANK
CLINTON, MISSISSIPPI

OWNER: CITY OF CLINTON
P. O. BOX 156
CLINTON, MS 39060

ENGINEER: ANDERSON ENGINEERS, P.A.

BID DATE: MARCH 10, 1992 2:00 P.M.

CONTRACTOR	BASE BID
MARDIS TANK SERVICE COMPANY C.O.R.# 04047	\$52,820.00
BID BOND	
HERCULES TANK & IRON, INC. C.O.R.# 05337	62,500.00
BID BOND	
SMITH PAINTING & CONTRACTING, INC. C.O.R.# 4388	49,710.00
BID BOND	
J. O. HOOKER & SONS, INC. C.O.R.# 3552	49,350.00
BID BOND	
SPECIALTY COATINGS C.O.R.# 07775	56,657.00
BID BOND	

SHILOH CONTRACTORS, INC.

C.O.R.# 4524

50,680.00

BID BOND _____

PITTSBURG TANK & TOWER COMPANY

C.O.R.# 7715

60,070.00

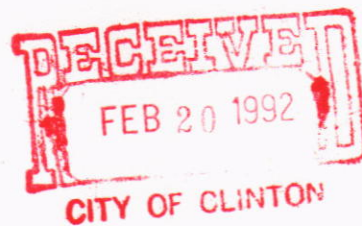
BID BOND _____

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.

Copy to Harold

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY



PASTE PROOF HERE

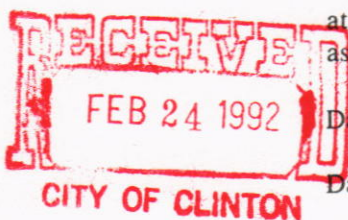
204 Bid Notices

ADVERTISEMENT FOR BIDS

Sealed bids for the painting and surface preparation of an existing 500,000 gallon elevated water storage tank located in Clinton, Mississippi will be received by the Mayor and Board of Aldermen at City Hall, 300 Jefferson Street, Clinton, Mississippi, until 2:00 p.m. local time on March 10, 1992, and immediately thereafter will be opened and publicly read. The work involved in the project includes repair, surface preparation, and painting of an existing 500,000 gallon elevated water storage tank as described in the project specifications and contract documents. 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 specifications. A copy of the specifications may be examined at the office of the Project Engineer, located at 541 Highway 80 West, Suite B, Clinton, Mississippi, the AEC, ABC, American Subcontractors, and F.W. Dodge plan rooms in Jackson, Mississippi, and City Hall located in the City of Clinton. Bid preparation will be in accordance with the Instructions to Bidders bound in the Specifications. The City of Clinton reserves the right to waive any irregularities and to reject any or all bids.

City of Clinton, Mississippi
BY: /s/ Nelson Byrd
City Clerk

APPROVED BY:
/s/ Billy Ray Smith
Billy Ray Smith
Mayor
February 7, 14, 1992



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

Kim Hemphill,

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 February 7, 19 92

Date February 14, 19 92

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines 58

Published 2 Times

Total \$ 32.16

Signed Brian Hemphill
Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 14th day of February,
19 92.

Janet Bohner
Notary Public

My Commission Expires:
My Commission Expires Nov. 17, 1992

(Seal)

NOTICE OF AWARD

DATE: 3/16/92 PROJECT NO.: 100C2223

TO: J. O. Hooker & Sons, Inc. PROJECT: City of Clinton

P. O. Box 8 500,000 Gallon Water

Thaxton, MS 38871 Storage Tank

CONTRACT FOR: the painting and surface preparation of an
existing 500,000 gallon elevated water storage tank
located in Clinton, MS

You are notified that your Bid dated March 10, 1992 for
the above Contract has been considered. You are the apparent successful bidder
and have been awarded a contract for the painting and surface preparation
of an existing 500,000 gallon elevated water storage tank
located in Clinton, MS.

The Contract Price is Forty Nine Thousand Three Hundred Fifty
and 00/100 Dollars (\$49,350.00).

Three copies of each of the proposed Contract Documents (except Drawings)
accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15)
days of the date of this Notice of Award, that is by March 30, 1992

1. You must deliver to the OWNER three (3) fully executed counterparts of
the Agreement including all the Contract Documents. Each of the
Contract Documents must bear your signature on page 00500-1.
2. You must deliver with the executed Agreement to the Performance and
Payment Bonds specified in the Instructions to Bidders and the General
Conditions (paragraph 7.5). These Bonds shall be in the form as shown
in Section 00600 of the Contract.
3. Provide Certificates as Required.

Failure to comply with these conditions within the time specified will entitle
OWNER to consider your bid abandoned, to annul this Notice of Award and to
declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will
return to you one fully signed counterpart of the Agreement with the Contract
Documents attached.

City of Clinton

(Owner)

By: Billy R Smith (Mayor)
(Authorized Signature)

CMPDD CONTRACT
NO. 318 B23
CITY OF CLINTON
CDBG PROJECT

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 18th day of MARCH, 1992, by and between the City of Clinton, Mississippi, (herein called the "Local Government") and the Central Mississippi Planning and Development District (herein called the "Planning Agency"). WITNESSETH THAT:

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

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

1. Employment of Planning Agency

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

2. Scope of Services

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

3. Period of Performance

The Planning Agency will undertake and complete performance of the services referred to in "Scope of Services", with the period beginning FEB 10 1992, and ending upon completion of the project.

4. Termination for Convenience of the Planning Agency

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

5. Termination for Convenience of the Local Government

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

6. Changes

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

7. Interest of Members of Local Government

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

8. Compensation

Compensation to the Planning Agency for work performed shall be on cost reimbursement basis and shall be comprised of the actual costs of personnel, travel, printing, overhead, et.al. costs as related to the

CMPDD CONTRACT
NO. 318 B23

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

9. Office Space

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

10. Local Government Cooperation

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

CMPDD CONTRACT
NO. 318 B23

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

ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT

PLANNING AGENCY

Dan L. Thompson
Director of Finance

F. Clarke Holmes
Executive Director

ATTEST:

LOCAL GOVERNMENT

CITY OF CLINTON, MISSISSIPPI



Nelson Byrd
City Clerk



Billy Ray Smith
Mayor

CMPDD CONTRACT
NO. 318 B23

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

Given under my hand and official seal, this the 18th
day of March, 1992.

Christine E. Walker
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 24, 1994



CMPDD CONTRACT
NO. 318 B23

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

Given under my hand and official seal, this the _____ day of _____, 19____.

Debbie Hancock
Notary Public

My Commission Expires:

SCOPE OF SERVICES

CITY OF CLINTON

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

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

A. Assist in Preparation of CDBG Application

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

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

This service will entail assisting the Local Government in meeting all Federal requirements, concerning the selection of Preparer, Engineer, CDBG Administrator, Architect, Appraisers/Review Appraisers and any other consultant in accordance with the procurement standards as set forth in Office of Management and Budget Circular No. A-102.

C. Assist in Meeting Environmental Requirements

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

CMPDD CONTRACT
NO. 318 B23

D. Provision of Technical Assistance

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

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KEYES ELECTRIC INC.

P. O. Box 2566
Laurel, Mississippi 39442
Phone (601) 425-1881

FEBRUARY 10, 1992

Anderson Engineers, P.A.
P.O. Box 254
Clinton, Mississippi 39060-0254

Re: SOCCER FIELD LIGHTING-TRACEWAY PARK.

Dear Mr. Terry Anderson:

Due to the circumstances of this contract, we at Keyes Electric would like to make a proposal. We would agree to make the new installation for the three soccer fields up through September 30, 1992. We would add an additional 2,400.00 Dollars to the remaining contract amount. We would agree to complete the project within sixty days from the time you tell us to proceed with the project.

We feel like this figure will cover any extra cost to complete the job under any additional circumstances that may arise. With this agreement both parties would know exactly where they stand in the coming months.

Sincerely,

KEYES ELECTRIC INC.

Ronald R. Keyes

RONALD R. KEYES - SECRETARY & TREASURER



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ANDERSON ENGINEERS, P.A.

ENGINEERS • PLANNERS

Post Office Box 254

Clinton, Mississippi 39060-0254

February 27, 1991

Mr. Carroll Arledge, Director
Clinton Parks and Recreation Dept.
City of Clinton
P. O. Box 156
Clinton, MS 39060

Re: Traceway Park Soccer Field Lighting
Clinton, MS

Dear Mr. Arledge:

Enclosed is a letter of recommendation from Keyes Electric concerning extension of the contract time for lighting the soccer fields. I have discussed this matter with Ronald Keyes several times to determine an equitable adjustment in the contract for the delays presented by the dispute between the City and the School Board. I recommend approval of the \$2,400.00 extension to the contract price Mr. Keyes has proposed.

This approval is contingent on the assumption that the dispute will eventually be solved between the City and the School Board. If your thinking at this point is that we are going to abandon Traceway Park and relocate our facilities elsewhere, I would recommend you deny this contract amendment and inform us to proceed with termination of the contract with Keyes Electric. I await your direction concerning this matter.

Also enclosed is a contractor's application for payment requesting release of retainage. Because the only payments to the contractor have been for materials delivered to the site (of which we now have possession) I do not feel it jeopardizes our position to honor this request to release retainage. I recommend approval of the release of retainage on this job in the amount of \$7,383.70.

Sincerely,

ANDERSON ENGINEERS, P.A.

Terry L. Anderson, P.E.

TLA:pw

Encls.

WHEREAS, the Natchez Trace Parkway between Clinton and Ridgeland, Mississippi has been approved for completion by the United States National Park Service; and

WHEREAS, an interchange at Pinehaven in Clinton, Mississippi would enhance the cultural aspects of said Parkway; and

WHEREAS, such an interchange would be of economic benefit both to the motorists using said Parkway and the City of Clinton;

NOW, THEREFORE, be it resolved by the City of Clinton, Mississippi, that Mississippi State Senator Richard White present this resolution to the Mississippi State Senate and United States Senators Thad Cochran, Trent Lott; and United States Representative Mike Parker. And that the above be advised of the foregoing factors and the desirability of having such an interchange constructed and provided with a copy of this resolution.

The foregoing resolution be and is hereby unanimously adopted by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, whose signatures are affixed hereto and duly certified.

D.C. George
Alderman, Ward 1

Edw. Salaf
Alderman, Ward 2

Burt. Stadel
Alderman, Ward 3

Keith Montgomery
Alderman, Ward 4

John W. Johnson
Alderman, Ward 5

Sharbert K. Lott
Alderman, Ward 6

W. H. Reese
Alderman-at-Large

APPROVED: Billy R. Smith
Mayor

3-17-92
Date

ATTEST: Nelson Byrd
City Clerk

3-17-92
Date

SEAL