

ADJOURNED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 8, 1992 - 5 P.M.
MUNICIPAL COURTROOM

The Mayor and Board of Aldermen of the City of Clinton met in Adjourned Meeting at 5 P.M., at the Municipal Courtroom, 200 Jefferson Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of September 1, 1992, as found on Page 573 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 Alderman George Ferrell followed by the Pledge of Allegiance to the Flag led by Alderman Willard Ryan.

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
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

APPROVAL OF CONSENT AGENDA ITEMS A-M:

- A. \$56.00 to Ms Cooperative Extension Service each plus travel for Nelson Byrd and Brooxye Sessums to attend Clerk School Oct. 29-30 in Jackson (Adm.)
- B. One year time extension to 3-31-93 for CMPDD Contract 319D23 for preparation of new zoning ordinance and official zoning map (PWD)
- C. Appx. \$600.00 each for Tim Rogers and Harold Alderman to attend AWWA Technical Conference in Orange Beach, Alabama 10-24/28-92 - Budgeted (Water)
- D. \$946.22 to Apac-MS for asphalt for street repairs (Street)
- E. \$1,154.43 to CMPDD for contract costs and services for July 1992 for preparation of zoning ordinance and official zoning map (PWD)
- F. \$1,478.80 to Central Pipe for water line parts and badger meters (Water)
- G. \$650.00 to Clinton Welding for box blade (PWD)
- H. \$604.80 to Faulkner Pipe for culvert collapsed on Susie Lane (PWD)
- I. \$603.31 to Buck Sullivan, Inc., for a/c repair on C-1 (PWD)
- J. \$2,000.00 to United Sign for (80) 30" stop signs (1/2 price) (Street)
- K. \$95.00 for Andy Pitts to attend Advanced interrogation and Interview Level III at M.L.E.O.T.A. (Police)
- L. Appx. \$874.00 for Mike Walters and Rob Watras to attend Glock Armorer's and Inst. Transition Training Course at Smyrna, GA (4 days) (Police)
- M. \$98.00 plus travel and meals for Ed Robertson to attend State Purchasing Conv. in Biloxi Oct. 12-14 (Adm.)

Mayor Smith requested Item B read "six months" rather than a "one year time extension", MOTION made by Alderman Lott and SECONDED by Alderman Johnson to approve Consent Agenda Items A-M as listed above. MOTION CARRIED UNANIMOUSLY. Letter of extension for said contract listed in Item B may be found on page 638 of this Minute Book V.

APPROVAL OF 1992-1993 CITY OF CLINTON BUDGETS

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to approve the 1992-1993 City of Clinton Budgets as found on pages 593-608 of this Minute Book V. MOTION CARRIED UNANIMOUSLY. It was noted that said budgets include a 3% cost of living raise for all full-time personnel, provide for the hiring of 3 additional police officers and 1 receptionist for the police department, the elimination of probationary steps 1-3 from the police department pay scale, the re-classification of the City Clerk from pay grade 10 to pay grade 12, the five-year lease purchase of a new fire truck, and unobligated funds for SCS erosion projects, with no tax increase to the citizens of Clinton. Proof of Publication of the Budget may be found on page 639 of this Minute Book V.

APPROVAL OF RESOLUTION FIXING THE AD VALOREM TAX LEVY FOR 1992-1993

MOTION made by Alderman Ferrell and SECONDED by Alderman Lott to approve that Resolution found on pages 640-641 of this Minute Book V fixing the ad valorem tax levy on real and personal property for the taxes in the City of Clinton and the Clinton School District for 1992-1993. MOTION CARRIED UNANIMOUSLY. It was noted that the City's millage remained the same as last year at 29.65 mills and the School District millage dropped by .29 for a total millage decrease of .29 and a total millage for 1992-1993 of 79.80. *Ald. Todd requested to abstain on page 679 of this Min Bk. V. CnB*

PRESENTATION OF PARKS & RECREATION REPORT

Dr. Woodrow Marsh presented the Mayor and Board of Aldermen with copies of a report reflecting his findings in the Parks and Recreation Department. Dr. Marsh highlighted several pages and told the Board he would be glad to answer any questions after the Board had time to review his report. NO BOARD ACTION was taken. Copy of said report is on file in the Office of the City Clerk.

AUTHORIZATION GRANTED TO ENTER AGREEMENT WITH KOLZOW & ASSOCIATES, INC. FOR ECONOMIC DEVELOPMENT STRATEGIC PLAN

MOTION made by Alderman Valente and SECONDED by Alderman Montgomery to approve Phase I of the Strategic Plan for the City of Clinton Economic Development as presented by Economic Development Director Jim Powell to enter the agreement as found on pages 642-649 of this Minute Book V with Kolzow & Associates, Inc. at a total cost of \$5,000.00. MOTION CARRIED UNANIMOUSLY.

APPROVAL OF INSURANCE RENEWAL WITH ROBERT PENN

Following an in-depth presentation by Insurance Agent of Record Robert Penn regarding the City's current insurance coverage and his recommended proposal for 1992-1993 coverage, MOTION was made by Alderman Valente and SECONDED by Alderman Todd to approve option #1 in the approximate amount of \$126,015.80 to bind coverage and to further investigate the possibility of appraising the City's buildings to determine replacement costs, to secure premium quotes for increasing law enforcement liability, umbrella, and public officials errors and omissions. MOTION CARRIED UNANIMOUSLY. It was also suggested by Alderman Todd that the City consider not limiting the City's bargaining power by naming an "Agent of Record". Copy of said proposal is on file in the Office of the City Clerk.

SEWER SERVICE TO BE PROVIDED FOR GARRIGA RESIDENCE ON WICKSTEAD

Following an in-depth presentation of a study and recommendation made by Richard Broome, Engineer, showing three

alternatives to solve the sewage problem on Wickstead Road, MOTION made by Alderman Montgomery and SECONDED by Alderman Valente for the City of Clinton to build alternate no. 1 as shown by alternates on pages 650-653 of this Minute Book V at an approximate cost of \$8,133.00 to the City. MOTION CARRIED UNANIMOUSLY. It was noted that other residents on Wickstead could tie in to this force main at an approximate current cost of \$3,500.00 each.

RIVERWOOD INTERNATIONAL APPLICATION FOR EXEMPTION FROM AD VALOREM TAXES APPROVED

MOTION made by Alderman Johnson and SECONDED by Alderman Lott to approve that Resolution found on pages 654-656 of this Minute Book V granting the requested exemption from ad valorem taxes found in the application of Riverwood International USA, Inc., found on pages 657-660 of this Minute Book V. MOTION CARRIED UNANIMOUSLY.

RECOMMENDATIONS FOR BOND AND INSURANCE REQUIREMENTS FOR CITY PERMITS TABLED TO FIRST MEETING IN OCTOBER

Following a lengthy discussion and recommendation of bond, insurance and permit requirements for contractors and sub-contractors doing business in the City of Clinton by Alderman Todd, MOTION made by Alderman Ryan and SECONDED by Alderman Johnson to table all recommendations and continue a study until the first board meeting in October. MOTION CARRIED UNANIMOUSLY.

ENGINEERING SERVICES CONTRACT FOR NEW LOCATION AT LOVETT LAGOON APPROVED

MOTION made by Alderman Ryan and SECONDED by Alderman Ferrell to accept that agreement found on pages 661-675 of this Minute Book V between the City of Clinton and Williford, Gearhart & Knight, Inc., for professional engineering services for modifications to Lovett/Sumner Hill Wastewater Treatment Facility, to include provision of design and construction engineering services for completion of the facility. MOTION CARRIED UNANIMOUSLY. It was noted that the now proposed site is west of the road and west of the originally proposed new site to facilitate having the proper buffer zone and only to have one willing property owner to deal with. Increased land cost will be mostly offset by shorter pipe runs per Mr. Gearhart.

OTHER BUSINESS - PROPOSED NEW WARD LINE PLAN FOR CITY OF CLINTON PRESENTED BY CMPDD

CMPDD Representative Bruce Reynolds presented copies of the existing and proposed ward plans as proposed by a study of population by the CMPDD. Wards 4 and 6 were not changed. Other wards had some needed changes. MOTION made by Alderman Ryan and SECONDED by Alderman Valente to set a public hearing on September 24, 1992, at 7 p.m., at the A. E. Wood Memorial Library to discuss said proposed ward line changes. MOTION CARRIED UNANIMOUSLY.

SOLUTION TO WILLOWBROOK DRIVE PROBLEMS TO BE STUDIED FOR SIX MONTHS

MOTION made by Alderman Valente and SECONDED by Alderman Todd for permission to postpone the Willowbrook Drive problems solution up to six months while seeking ideas from the community and bring a report back to the board. MOTION CARRIED UNANIMOUSLY.

LOVETT/SAN CARLOS DRAINAGE EASEMENTS DISCUSSED

Alderman Ferrell reported that drainage easements between Lovett and San Carlos have not been obtained after a six month period. Public Works Director Harold Alderman reported that he needed to study and define the problem fully before easements are pursued. Engineer Richard Broome submitted a plan and suggestions to the board for a solution. He was asked to contact the SCS, look

further into this problem, and bring a solution back to the Board and begin an easement survey.

ADJOURNMENT - 8:10 P.M.

cont
Recess to 9-24 at 7PM at Library

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

Copy of Agenda may be found on Pages 676-677 of this Minute Book V.

APPROVED: *Billy R Smith*
Billy Ray Smith, Mayor

9-16-92
Date

ATTEST: *Nelson Byrd*
Nelson Byrd, City Clerk

9-16-92
Date

SEAL

Proof of Pub
Budget

RESOLUTION FIXING THE AD VALOREM TAX LEVY ON REAL
AND PERSONAL PROPERTY FOR THE TAXES IN THE CITY OF
CLINTON, MISSISSIPPI, AND IN THE CLINTON PUBLIC
SCHOOL DISTRICT FOR THE 1992-1993 BUDGET

BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON,
MISSISSIPPI:

Section 1: That for the Fiscal Year 1992-1993, there shall be and is hereby levied on all taxable property, real and personal, within the corporate limits of the City of Clinton, Mississippi, for Ad Valorem Taxes for Municipal purposes as indicated, the following levies to be collected on each dollar of assessed value shown upon the Real and Personal Ad Valorem Assessment Rolls of said City within the City limits thereof, by the City Tax Collector, to-wit:

For General Revenue Purposes	
Levied under Section 27-39-307 MS Code of 1972.....	28.04
For Parks and Recreation Bond & Interest Fund.....	1.35
For Firemen & Policemen Disability & Relief Fund	
Levied under Chapter 511, General Laws, 1987,	
Senate Bill 2602.....	.26
Total Levied for Municipal Purposes.....	29.65

Section 2: That for the Fiscal Year 1992-1993, there shall be and there is hereby levied on all taxable property, Real and Personal, within the Clinton Public School District within the City of Clinton and within the Added Territory outside the City of Clinton, for Ad Valorem Taxes for school purposes such levies having been authorized by the Board of Trustees of said School District by Order entered on its Minutes and certified to the Mayor and Board of Aldermen of the City of Clinton, the following levies to be collected on each dollar of assessed valuation shown on the said Ad Valorem Assessment Rolls, by the City Tax Collector, to-wit:

For District School Operation and Maintenance Fund	
Section 37-57-105.....	43.05
For School Bond and Interest Fund (37-59-3).....	5.79
For Debt Service - Notes & Certificates (37-59-101).....	1.31
Total Levied for School Purposes.....	50.15
Grand Total Municipal & School District Levy.....	79.80

Section 3: That this Resolution shall be in full force and effect from and after its passage.

The foregoing Resolution, having been reduced to writing, presented to the Board and the Motion having been made and Seconded to adopt the foregoing Resolution, the matter was put to a ROLL CALL VOTE with the following results:

Motion Carried Unanimously

_____.

The MOTION to adopt having received the affirmative vote of the majority of the members of the Board of Aldermen, the Mayor declared the MOTION passed and the Resolution duly adopted.

APPROVED: Billy R Smith
Billy Ray Smith, Mayor

9-8-92
Date

ATTEST: Nelson Byrd
Nelson Byrd, City Clerk

9-8-92
Date

SEAL

CERTIFICATE

I, Nelson Byrd, duly appointed City Clerk/Tax Collector of the City of Clinton, Mississippi, and as such the lawful custodian of the Minutes of the Mayor and Board of Aldermen and the Municipal Seal of said City, certify that the foregoing is a true and correct copy of a Resolution passed by the Mayor and Board of Aldermen on the 8TH day of Sept, 1992.

Witness my signature and Official Seal of Office on this the 8th day of sept, 1992.

Nelson Byrd
Nelson Byrd, City Clerk

September 2, 1992

Jim Powell
President
James G. Powell Company
P.O. Box 12389
Jackson MS 39236-2389

Dear Jim:

This letter proposal is a followup to our recent conversation. As I understand the situation, the leadership in Clinton, Mississippi is interested in developing a more effective and comprehensive approach to the planning of the growth and development of the community. The strategic planning process has consistently proven itself as the most dynamic and cost-effective means for bringing the local leadership together to solve the long-range problems of the community and to put in place a more responsive approach to municipal management.

Unfortunately, not everything done under the name of strategic planning is indeed strategic planning. As a result, it is easy for a community to spend considerable effort in various "planning" activities only to be disappointed in the lack of results. For that reason, it is important that the strategic planning effort be carefully conceived and designed so that it is a successful process that will enable you to meet your specific needs. Furthermore, to facilitate the implementation and coordination of this plan, key community leadership (both public and private sector) should be involved in the process from beginning to end.

I would suggest that the strategic planning process for Clinton contain these vital and basic elements:

- If it has not already been done, there should be a clarifying of the resource base and the strengths and weaknesses of the Clinton area that will serve as the foundation for the rest of the planning process. This assessment will also assist local leadership in understanding the development potential of their community.
- Identify the development priorities of the community's leadership;
- Establish a clear direction for growth and development through overall goals and strategies;
- Formulate cost-effective actions that will enable Clinton to achieve its desired goals;
- Determine which organization will be responsible for implementing each strategic action; and,

- Establish a process for evaluating the progress of the strategic plan for purposes of adjustment.

With these elements in mind, we are proposing two phases to the strategic planning process for Clinton. These phases are based on our understanding of your fiscal and timing situation. As noted below, this process would be further finetuned in a meeting with your local leadership.

PHASE ONE

DESIGN OF THE STRATEGIC PLANNING PROCESS

Task 1 -- Initial Design Meeting (Week 1)

David Kolzow of Kolzow & Associates will meet with local leadership in Clinton, at which time the following will be accomplished:

- Finalize the design and the procedures of the strategic planning process;
- Establish a local Strategic Planning Committee and a local contact person that will provide the management of the strategic planning process locally;
- Gather previous plans, past studies, relevant data, promotional materials, etc;
- Discuss Clinton's past planning efforts, and the current socio-economic and political situation in the Clinton area as it might have an impact on the forthcoming planning process;
- Provide a written survey to be mailed to local leaders for the purpose of determining their perception of the strengths and weaknesses of Clinton and the community's development potential.
- Initiate the planning of a one-day workshop for the local leadership involved in the community's development effort. This workshop will introduce the strategic planning process; obtain input related to local leadership's "vision" of the future of the area; and establish priorities among the various development issues.

SITUATIONAL AUDIT

An effective development program must be built on a firm foundation of understanding problems and opportunities within the area involved. The starting point for any successful development program begins with a thorough assessment of the community's situation. The characteristics of the Clinton area are what define it with respect to its potential for development. This assessment of potential will provide the consultant with the necessary understanding of the community's opportunities. In addition, this will provide the foundation for subsequent goals and strategic actions.

The input for this assessment of the development situation will be obtained through the following tasks.

Task 1 -- Review Existing Information on the Clinton area (Weeks 2-4)

Kolzow & Associates will review all of the materials collected from Clinton as they relate to the strategic planning effort, and summarize their contents in a brief and systematic document. This can serve as an introduction to the final strategic plan.

Task 2 -- Facilitate the Strategic Planning Workshop for Community Leaders (Week 5)

During Weeks 2 through 4, Kolzow & Associates will develop the format and approach of a proposed strategic planning workshop for the public and private leadership of the Clinton area as related to the development of the Clinton area, which will then be submitted to the Strategic Planning Committee for approval. This workshop tentatively includes the following elements:

- A review of the past and current community and economic development planning efforts of the Clinton area.
- A discussion of the strengths and weaknesses of the community as viewed by local leadership (based on the tabulation of the written survey).
- A "visioning" exercise in small groups, facilitated by David Kolzow.
- An identification and prioritization of key local development issues (needs, problems, concerns, opportunities) in small groups.
- A discussion of how the strategic planning process will proceed subsequent to the workshop.

Kolzow & Associates will work with the local Strategic Planning Committee to plan the operational details for this workshop, including its location, the materials required, the setup, mailing of invitations, etc. We will also train small group facilitators the evening before the workshop.

This workshop will be held during the week of our second visit to Clinton, following our leadership interviews.

Task 3 -- Workshop Followup (Week 5)

The following day after the workshop, Kolzow & Associates will meet with the Strategic Planning Committee to discuss the results of the workshop and the implications for the planning process.

PHASE TWO

FORMULATION OF THE STRATEGIC PLAN

Task 1 -- Assessment of the Development Potential of the Clinton Area (Weeks 6 & 7)

Upon completion of our analysis of local information, analysis of the survey of local leadership regarding strengths and weaknesses, and the results of the workshop, we will write a summary analysis of the area's ability to respond effectively to the problems and opportunities created by a rapidly changing environment. The future development potential of the area will be evaluated in light of major national and regional trends.

Task 2 -- Preparation of the Vision Statement and Development Goals (Weeks 8 & 9)

Based on the visioning process conducted during the leadership workshop, Kolzow & Associates will prepare an initial draft of the vision statement and the goals to accomplish that vision for Clinton. This will be submitted to Clinton and the Strategic Planning Committee for review and comment, along with the community assessment for the Clinton area (Phase II, Task 4).

Task 3 -- Establishment of Task Forces for Formulating Strategies (Week 8)

A task force will be established by the Strategic Planning Committee for each of the key priority issues identified in the leadership workshop. Each task force will be comprised of public sector and private sector individuals with expertise and interest related to that issue. Each task force will elect a chairperson to serve as coordinator, facilitator, and recorder of the task force's work.

Task 4 -- Meeting to Discuss the Strategic Plan Draft (Week 10)

On a third visit to Clinton, Kolzow & Associates will meet with the Strategic Planning Committee to discuss the vision statement, the goals, and the situational audit (community assessment) of the draft strategic plan. These will be revised as appropriate.

Task 5 -- Formulation of Strategies (Weeks 10-15)

During the same visit to Clinton for Task 4, we will have a joint meeting (1/2 day session) with the Strategic Planning Committee and with the task forces to formulate strategies to address each key development issue and solve the local problems that are identified. The ultimate purpose of these strategic actions is to accomplish the goals of the strategic plan.

This process will be initiated through a "brainstorming" session facilitated by the consultant and the task force chairpersons. Each task force will have the responsibility of coming up with a number of actions that could be taken to address issues and/or goals that are specific to their area of responsibility.

Additional meetings will be held by each task force over the next several weeks to determine which strategic actions the community should pursue that are specific to their area of responsibility. Each task force should attempt to answer the following questions for each alternative strategic action:

- What specifically needs to be done?
- What organization or which organizations need to do it?
- Approximately how much will it cost?
- Where will the money come from?
- How many and what kind of staff will it require?
- What timeframe will be required?
- What kind of impact is it likely to have on the community if done successfully?

Based on the answers to this set of questions, the task forces should place a priority on each of the strategic actions. This priority, or ranking, should be based as much as possible on the cost-effectiveness of each action in responding to the issues or problems that the task force is focussing on. It should also be clear how each strategic action will achieve the specific goal to which it is related. This priority process should be viewed as an "estimate" of importance rather than as a detailed quantitative analysis.

The strategic actions will constitute the agenda of activity of Clinton's development program. The Strategic Planning Committee will review the strategic actions from each task force and submit the final strategic actions to Kolzow & Associates. We will further modify the strategic actions as necessary and appropriate for purposes of clarity and consistency.

(It should be noted that many of the successful programs now in place at Clinton would simply be assigned to the logical goal that it accomplishes. This strategic planning process facilitates a creative look at new strategies for meeting goals, but it doesn't eliminate Clinton's existing program of work.)

Task 6 -- Completion of the Strategic Plan's Vision Statement and Goals
(Weeks 11 & 12)

Kolzow & Associates will incorporate the feedback from the Strategic Planning Committee into a revised draft of the vision statement and goals. This will then be submitted back to the Committee and distributed to the Task Forces for their use in finalizing their set of strategies.

Task 7 -- Finalization of the Strategic Plan (Weeks 16-18)

The final product of the third phase of this consulting assignment will be a written strategic plan for a five-year timeframe that contains a vision statement, goals, a set of strategies or strategic actions for each goal. Also, estimates of cost, staffing, and timing for each strategic action will be included. This strategic plan will be structured in a highly practical manner to facilitate its implementation, with an emphasis on a task-oriented approach. Also included will be recommendations regarding the implementation of the program in terms of organizational responsibility. Individual organizations will be provided guidelines for developing work plans that are integrated with the community's strategic plan.

A process for evaluating and modifying the plan will also be included, which will incorporate an ongoing involvement of both the public and private sector leadership. It may be desirable and appropriate to continue the task forces composed of both public and private sector leadership to monitor and assist in adjusting the various strategic actions being undertaken.

The final strategic plan will be submitted to the Strategic Planning Committee for review. Upon completion of the review, Kolzow & Associates will make a fourth trip to Clinton to meet with the Committee and with representatives from other appropriate organizations to discuss the final version of the plan. We will incorporate any modifications and revisions and will prepare a final draft of the plan suitable for reproduction. The Strategic Planning Committee will have the responsibility and the cost of reproducing the number of copies of the strategic plan that it needs for distribution.

Task 8 -- Final Presentation of the Development Strategic Plan (Week 20)

On our fifth and final visit, we anticipate making a presentation of this plan to a gathering of community leadership, local officials, and interested citizens to kick off the new plan. We will also be available to meet with the Strategic Planning Committee to discuss implementation procedures. As the implementation of the strategic plan proceeds, we will be available for comment and input as desired.

Because periodic evaluation is such a key factor in the success of any strategic plan, Kolzow & Associates would be available at an additional minimal fee to assist in reviewing the progress of the effort.

PROJECT STAFFING

The fees outlined in this proposal envision the full involvement of Dr. Kolzow in this project. Dr. Kolzow has been active in development consulting since the early 1970's. While at Fantus, he was project director for economic development and marketing programs for numerous communities, states, major real estate developers, and electric utilities. Dr. Kolzow has subsequently founded the firm of Kolzow & Associates, with its focus on consulting services in the areas of strategic planning for community development, real estate development, marketing, and site selection. The clients for whom he has recently worked as a strategic planning consultant include:

- Kansas Rural Development Council
- Lake Havasu City, Arizona
- Edinburg, Texas
- Hays, Kansas
- the northwest suburbs of Chicago
- the State of Colorado
- Tulare County, California
- Paso Robles, California
- Moreno Valley, California

Dr. Kolzow will be assisted in this project by Trish Angiulo. Prior to joining Kolzow & Associates, Trish was Research Analyst with the Greater Tucson Economic Council.

PROJECT TIMING AND FEES

Our professional fees for the consulting services as outlined in the previous sections of this proposal are \$5,000 for Phase One and \$15,000 for Phase Two, for a total of \$20,000. The cost is based upon our estimate of the time required to complete the proposed tasks at our appropriate billing rates and our out-of-pocket expenses such as travel and phone calls. We anticipate that the cost of the mailings and printing will be borne locally.

We expect that the work effort contained in this proposal will encompass about 20 weeks for the overall program. However, reports, recommendations, and other feedback will be submitted as completed or needed. Therefore, input from our consulting effort will begin shortly after authorization. It is possible that the time deadline will have to be extended if delays occur due to scheduling conflicts resulting from circumstances not under the control of our consulting team.

This proposal is meant to demonstrate at some level of detail the nature of the strategic planning assistance that Kolzow & Associates can provide Clinton. It is highly desirable that the final strategic planning process be designed jointly by Kolzow & Associates and the Strategic Planning Committee (our name for a steering committee to oversee the process). Clearly, Kolzow & Associates needs to become much more sensitized to the problems, opportunities, organizations, and leadership of the Clinton community prior to our work there.

If this proposal meets with your approval, please sign one of the enclosed copies. Return the signed proposal to us as authorization to proceed with the engagement. We are also willing to modify this proposal as necessary to meet your specific needs and desires. We look forward to the opportunity to participate in this challenging project and to contribute to the economic development efforts of Clinton.

Sincerely,

David R. Kolzow

David R. Kolzow
President

AGREED AND ACCEPTED:

Billy R. Smith
(Name)

Mayor
(Title)

City of Clinton
(Organization)

9-14-92
(Date)

KOLZOW & ASSOCIATES, INC.

RESOLUTION OF THE CITY
OF
CLINTON, MISSISSIPPI
GRANTING EXEMPTION FROM
AD VALOREM TAXES

The Mayor and Board of Aldermen next took up for consideration the matter of granting a tax exemption from ad valorem taxes to Riverwood International USA, Inc., 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 A PERIOD OF TEN YEARS, TO RIVERWOOD INTERNATIONAL USA, INC., AS AUTHORIZED BY SECTION 27-31-7 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED (THE "CODE").

WHEREAS, Riverwood International USA, Inc. (the "Applicant") is a corporation organized in Delaware, qualified to do business in the State of Mississippi and currently engaged in business activities in the City of Clinton, Hinds County, Mississippi;

WHEREAS, the Applicant has filed in duplicate with the Mayor and Board of Aldermen its Application for exemption from ad valorem taxation, except school district taxes, on its manufactured products, produced as a result of its September 1, 1991, addition of new machinery, that are manufactured in Mississippi and that ultimately are to be shipped or sold to some purchaser other than the final consumer;

WHEREAS, the Applicant has produced written verification and documentation to the Mayor and Board of Aldermen as to the authenticity and correctness of its Application in regard to the true value of the manufactured products to be the subject of the prayed for exemption; and

WHEREAS, the Mayor and Board of Aldermen acknowledges the Applicant's major contribution to the economic development of Clinton, Mississippi, and believes that it should exercise its discretion to grant the prayed for exemption for a period of ten

(10) years, beginning on January 1, 1992, in addition to all other exemptions granted heretofore by the laws of the State of Mississippi.

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 the Applicant for a period of ten (10) years, beginning on January 1, 1992, on the manufactured products described in the Application filed by said Applicant for tax exemption, be and the same is hereby approved.

2. That the Applicant is hereby granted tax exemption from ad valorem taxes, except school district ad valorem taxes, for a period of ten (10) years, beginning on January 1, 1992, and ending December 31, 2002, on 39.3% of its manufactured products, being those finished products produced by the September 1, 1991, addition of new equipment, that ultimately are to be sold or shipped to some purchaser other than the final consumer.

3. That the Clerk of this Board be, and is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward one certified copy of the transcript of this Resolution to the City Tax Assessor.

After a full discussion of this matter, Alderman Jean Johnson moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Sharbert Lott, and upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman Willard Ryan voted:	<u>YES</u>
Alderman George Ferrell voted:	<u>YES</u>
Alderman Edward Valente voted:	<u>YES</u>
Alderman Ben Todd voted:	<u>YES</u>
Alderman Keith Montgomery voted:	<u>YES</u>
Alderman Jean Johnson voted:	<u>YES</u>
Alderman Sharbert Lott voted:	<u>YES</u>

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of Clinton, Mississippi; this, the 8th day of Sept, 1992.

Billy R. Smith
BILLY RAY SMITH, Mayor
City of Clinton, Mississippi

ATTEST:

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

(SEAL)

**APPLICATION TO THE CITY
OF
CLINTON, MISSISSIPPI
FOR EXEMPTION FROM
AD VALOREM TAXES**

**APPLICATION OF RIVERWOOD INTERNATIONAL USA, INC. FOR
EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF TEN
YEARS AS AUTHORIZED BY SECTION 27-31-7 OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED (THE "CODE")**

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

Comes now Riverwood International USA, Inc. (the "Applicant") and files this its Application in duplicate for exemption from ad valorem taxation, except school district taxes, and respectfully represents unto the Honorable Mayor and Board of Aldermen of Clinton, Mississippi, as follows:

1. The Applicant is a corporation organized in the State of Delaware, qualified to do business in the State of Mississippi and currently engaged in business activities in the City of Clinton, Hinds County, Mississippi.

2. The Applicant is now operating as a manufacturer of paper containers within the City of Clinton, Hinds County, Mississippi, at 1021 Clinton Industrial Park Road, Clinton, Mississippi 39056, and owns manufactured products that are manufactured in Mississippi and are ultimately to be shipped or sold to some purchaser other than the final consumer.

3. On September 1, 1991, Applicant expanded its business by the addition of new machinery. The Applicant's expanded enterprise provides fifty-five additional jobs with an additional annual payroll of \$1,021,000.

4. The Applicant's manufactured products to be exempted are described in Exhibit "A" attached hereto and made a part hereof.

5. The exemption from ad valorem taxation, except school district taxes, on the manufactured products described in Exhibit

"A" should be granted for a period of ten (10) years commencing on January 1, 1992, and ending December 31, 2002.

6. The exemption from ad valorem taxation, except school district taxes, on the manufactured products described in Exhibit "A" shall be in addition to all other exemptions heretofore granted by the laws of the State of Mississippi.

PRAYER

WHEREFORE, the Applicant prays that the Mayor and Board of Aldermen enter a finding that the Applicant expanded its business on September 1, 1991, and owns products that are manufactured therefrom in Mississippi and ultimately are to be shipped or sold to some purchaser other than the final consumer; and that the Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxes, as provided by law, for a period of ten (10) years beginning on January 1, 1992, upon all of the manufactured products produced by the September 1, 1991, addition described in Exhibit "A" attached hereto and made a part hereof; and

That the Mayor and Board of Aldermen of Clinton, Mississippi, approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes, for a period of ten (10) years beginning January 1, 1992.

Respectfully submitted, this the 18 day of August, 1992.

**APPLICANT: RIVERWOOD INTERNATIONAL
USA, INC.**

BY: 
RICHARD D. NEWELL, Plant Manager

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **RICHARD D. NEWELL**, who, after being first duly sworn by me, on oath states that he is the Plant Manager of Riverwood International USA, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the date and year therein mentioned, after having first been duly authorized by said corporation so to do.


RICHARD D. NEWELL

SWORN TO AND SUBSCRIBED BEFORE ME, under my hand and official seal of office, this the 18th day of August, 1992.


NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 1, 1993

EXHIBIT "A"

39.3% of all finished products, being those finished products produced by the September 1, 1991, addition of new equipment, which are ultimately to be shipped or sold to some purchaser other than the final consumer.

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

PART I. PARTIES

THIS AGREEMENT entered into this 1st day of September, 1992, by and between City of Clinton, Mississippi ("Owner") and Williford, Gearhart & Knight, Inc. ("Engineer") for the following Project:

Modifications to Lovett/Sumner Hill Wastewater Treatment Facility, to include provision of design and construction engineering services for completion of the facility.

The OWNER and the ENGINEER agree as follows:

PART II. ENGINEERING CHARGES:

A. In accordance with the terms and conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:

A.1. BASIC ENGINEERING SERVICES - As defined in Paragraph 1.1 on the basis of lump sum amounts defined as follows:

A.1.1. DESIGN AND PRECONSTRUCTION PHASE SERVICES - As defined in Paragraph 1.1.1 and 1.1.2 on the basis of a lump sum of TWENTY THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$20,875).

A.1.2. CONSTRUCTION PHASE SERVICES - As defined in Paragraph 1.1.3. on the basis of a lump sum of FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$15,800).

A.2. ADDITIONAL SERVICES - As defined in Paragraph 1.2. Compensation for the services shall be based on the following:

A.2.1. <u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal/Project Manager	\$75
Project Engineer	60
Engineer	55
Engineering Assistant	45
Surveyor	45

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
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

These rates will be renegotiated annually based on inflation factors and the engineer's overhead rate for the preceding year.

A.2.2. Cost of services of other professional consultants billed to the ENGINEER by the professional consultants for such services. GEOTECHNICAL EXPENSES are anticipated at SIX THOUSAND DOLLARS (\$6,000).

A.2.3. REIMBURSABLE EXPENSES - As defined in Article 4.

PART III. TERMS AND CONDITIONS

ARTICLE 1. ENGINEER'S SERVICES

1.1 Basic Services

The ENGINEER agrees to perform professional services necessary for the successful prosecution of the Project, including normal civil, structural, mechanical and electrical services and normal architectural services, consultations, surveys, supervision of soil investigations, travel, record drawings, and incidental costs related thereto, as set forth below and contained within this Agreement:

1.1.1. Design Phase

After the OWNER directs the ENGINEER to proceed, the ENGINEER shall perform the following services:

- 1.1.1.1. Perform the necessary design for the Project, including the detailed design of the Project, in accordance with the design alternative selected by the Owner.
- 1.1.1.2. Prepare detailed drawings, specifications, and contract documents required for the Project. One (1) copy of drawings, specifications and contract documents shall be provided to the OWNER by the ENGINEER for the OWNER'S review and approval.

- 1.1.1.3. Prepare a final Opinion of Probable Construction Cost based on the final design.
- 1.1.1.4. In the event that the preliminary or final Opinion of Probable Cost, or the lowest responsive bid less deductive alternates, exceed the funds available by an amount in excess of 30%, the ENGINEER shall redesign the project as necessary to reduce costs accordingly.
- 1.1.1.5. Design the sewerage facility in conformance with all applicable Federal, State and local standards for air or water pollution such that all required permits and certifications may be obtained.
- 1.1.1.6. Provide deductive alternates, where feasible, so that should the lowest responsive bid for construction of the project exceed the funds available, deductive alternatives can be taken to reduce the bid amount.
- 1.1.1.7. Provide design of facilities to be used by the public such that access shall be available to the handicapped.
- 1.1.1.8. Prepare documents which include forms for instructions to bidders, general conditions, contract, bid bonds, performance bond, and payment bond.
- 1.1.1.9. Supervise any required subsurface explorations.
- 1.1.1.10. Comply with all applicable provisions of the Regulations of the U.S. Department of Commerce issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin.
- 1.1.1.11. Provide within the project documents a sufficiently clear delineation of the labor categories and wage rates that are applicable to the project in conformance with all local and State laws on practices.

1.1.2 Preconstruction Phase

Upon receipt of the OWNER'S and REVIEWING AGENCIES' written approval of the Design Phase, Contract Documents, and latest Opinion of the Construction Cost, and written authorization to proceed with the Preconstruction Phase, the ENGINEER shall:

- 1.1.2.1. Furnish Advertisement for Bids to Trade Journals, contractors, minority groups, subcontractors and suppliers.
- 1.1.2.2. Schedule an inspection trip with prospective bidders to project site.
- 1.1.2.3. Investigate reported plan omissions and discrepancies, formulate and mail addenda.

- 1.1.2.4. Attend and assist in conducting the bid opening.
- 1.1.2.5. Analyze bids received for irregularities.
- 1.1.2.6. Study submittals of substitute brands and recommend acceptance/rejection.
- 1.1.2.7. Review proof of bidder's qualifications and recommend contract award or rejection.
- 1.1.2.8. Prepare and distribute Tabulation of Bids. (If readvertising is required following bid opening, then fee will be renegotiated on the above items.)
- 1.1.2.9. Prepare Notice of Award and assist in its execution.
- 1.1.2.10. Collect proof of publication, and assist in securing approval of award and procurement procedures.
- 1.1.2.11. Prepare contract documents and assist in their execution.
- 1.1.2.12. Prepare and distribute contract price estimate breakdown.
- 1.1.2.13. Prior to two (2) advertisements, the ENGINEER shall provide the OWNER a maximum of three (3) copies of the plans, specifications, and contract documents for use by the OWNER. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
- 1.1.2.14. The ENGINEER will furnish additional copies of the drawings, specifications, and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge same for the cost of such copies. Upon award of the contract, the ENGINEER will furnish to the CONTRACTOR five (5) sets of the specifications, and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

1.1.3. Construction Phase

Upon award of any Construction Contract based upon the Construction Contract Documents compiled by the ENGINEER, the Construction Phase of this Agreement shall commence and the ENGINEER shall:

- 1.1.3.1. Act as the OWNER's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract Documents.

- 1.1.3.2. Advise and consult with the OWNER during the construction Phase and the ENGINEER shall issue the OWNER's authorized instructions to the Contractor.
- 1.1.3.3. Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications. On the basis of his on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.
- 1.1.3.4. Review the Contractor's request for progressive payment, and based upon said on-site observation, advise the OWNER as to the ENGINEER's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by the ENGINEER to the OWNER, based upon said on-site observations, and review of any data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of the ENGINEER's knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by the ENGINEER shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.1.3.5. The ENGINEER shall provide one or more "full time" Resident Project Representatives to assist the ENGINEER in order to render more extensive representation at the Project site during the Construction Phase. The Limits of the authority, duties and responsibilities of a Resident Project Representative shall be described before such services begin by written instruments referenced herein as EJCDC publication No. 1910-1-A, and made a part of this Agreement. By means of the more extensive on-site observations of the work in progress, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety

precautions and programs in connection with the work, and the ENGINEER shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract. the ENGINEER shall determine the appropriate times for the RPR to be present on the job site to provide review.

- 1.1.3.6. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER's decisions in matters relating to the ENGINEER's design shall be final.
- 1.1.3.7. Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.
- 1.1.3.8. Review and approve shop drawings, samples, and other submittal of the Contractor only for general conformance to the design concept of the Project and for general compliance with the Construction Contract.
- 1.1.3.9. Prepare for the OWNER's approval, Change Orders which address revisions within the original project scope.
- 1.1.3.10. Conduct a construction progress review related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.
- 1.1.3.11. The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractor(s), or any Subcontractor(s), or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.
- 1.1.3.12. During the first thirty (30) days of project start-up, assist in coordinating assistance provided by equipment manufacturers' technicians for the initial start-up, testing, adjusting or balancing, or operation of equipment or systems, or training of personnel for operation or maintenance of equipment or systems.
- 1.1.3.13. The ENGINEER shall prepare "Record" drawings after completion of the project. One set of reproducible "Record" drawings shall be delivered to the OWNER within sixty (60) days after the final construction inspection. The ENGINEER shall provide as many as two (2) copies of the "Record" drawings at no additional cost to the OWNER.
- 1.1.3.14. Submit a report not less frequently than quarterly to the OWNER covering the general progress of the job and describing any problems or factors contributing to delay.

- 1.1.3.15. Review and approve the Contractor's schedule of amounts for contract payment.
- 1.1.3.16. Assure that retainage is withheld from all payments on construction contracts until final acceptance by the OWNER.

1.2. Additional Services

If authorized in writing by the OWNER , the ENGINEER agrees to furnish or obtain from others, additional professional services in connection with the Project, as set forth below and contained within this Agreement.

- 1.2.1. Preparation of applications and supporting documents for government grants, loans or advances.
- 1.2.2. Making drawings from field measurements of existing construction when required for planning additions or alterations thereto.
- 1.2.3. Services due to changes in the scope of the Project or its design including but not limited to, changes in size, complexity, schedule or character of construction.
- 1.2.4. Revising studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.
- 1.2.5. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
- 1.2.6. Preparation of detailed renderings, exhibits or scale models for the Project.
- 1.2.7. Providing special analysis of the OWNER's needs such as owning and operating analysis, OWNER's operating and maintenance manuals, OWNER's special operating drawings or charts, and any other similar analysis.
- 1.2.8. Providing planning surveys, site evaluations and comparative studies of prospective sites.
- 1.2.9. Providing any type of field surveys for construction purposes, "stake out" of the location of the work, right-of-way acquisition surveys, and any other special field surveys.
- 1.2.10. Furnishing additional copies of reports and additional prints of Drawings and Specifications in excess of those stipulated in the Agreement.
- 1.2.11. Investigations involving detailed considerations of operations, maintenance and overhead expenses; the preparation of rate schedules, earnings and expense

statements, feasibility studies, appraisals, and valuations; detailed quantity surveys of material and labor; and material audits or inventories required by the OWNER.

- 1.2.12. Additional services when the Project involves more than one Construction Contract, or separate equipment contracts.
- 1.2.13. Preparing special Change Orders when requested by the OWNER which are not within the scope of "BASIC SERVICES", paragraph 1.1.3.9.
- 1.2.14. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction (2) defective or incomplete work of the contractor (3) prolongation of the initial Construction Contract time beyond the contract time, (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.
- 1.2.15. Providing assistance in the initial start-up, testing, adjusting or balancing, or operation of equipment or systems, or arranging for training personnel for operation of maintenance of equipment or systems.
- 1.2.16. Providing construction staking as required for construction of the facilities specified in the project scope on Page 1 hereof.
- 1.2.17. Providing design services relating to future facilities, systems and equipment which are intended to be constructed or operated as a part of the Project.
- 1.2.18. Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
- 1.2.19. Providing easement plats and descriptions and easement centerline staking to aid in right-of-way acquisition.
- 1.2.20. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 2, "OWNER's RESPONSIBILITIES".

ARTICLE 2. OWNER'S RESPONSIBILITIES

THE OWNER SHALL:

- 2.1. Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the project.
- 2.2. Designate in writing a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the

ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.

- 2.3. Furnish to the ENGINEER a complete land survey of the Project site which shall include but not be limited to service and utilities locations with depths and invert grades, easements, rights-of-way, contours, grades, streets, alleys, pavements, adjoining property, encroachments, zoning and deed restrictions, existing buildings, improvements and tree locations.
- 2.4. Furnish soils data including but not limited to reports, test borings test pits, probings, subsurface explorations, soil bearings values, percolations test, ground corrosion and resistivity test, all with appropriate professional interpretation.
- 2.5. Furnish laboratory tests, air and water pollution tests, reports, and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this project.
- 2.6. Provide legal, accounting, and insurance counseling services necessary for the project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
- 2.7. Furnish permits and approvals from all governmental authorities having jurisdiction over this project and from others as may be necessary for completion of the Project.
- 2.8. Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement.
- 2.9. Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all cost of replacing stakes or markers damaged or removed during said time interval.
- 2.10. Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- 2.11. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this agreement.
- 2.12. Compensate the ENGINEER for service rendered under this Agreement.

ARTICLE 3. DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct labor costs incurred by the ENGINEER directly attributable to the Project by the payment of the actual salaries and wages to the employees of the ENGINEER, but not including indirect payroll connected costs and other non-Project related costs.

ARTICLE 4. REIMBURSABLE EXPENSES

- 4.1. Reimbursable expenses are in addition to compensation to the ENGINEER for Basic and Additional Services and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project. Reimbursable Expenses include but are not limited to:
 - 4.1.1. Expense of transportation, subsistence and lodging when traveling in connection with the Project.
 - 4.1.2. Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the Project.
 - 4.1.3. Expense of all reproduction, postage and handling of Drawings, Specifications, reports or other Project related work product of the ENGINEER.
 - 4.1.4. Expense of computer time including charges for proprietary programs.

ARTICLE 5. PAYMENTS TO THE ENGINEER

- 5.1. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of the ENGINEER's submittal of his monthly statement. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth day.
- 5.2. For Design and Preconstruction Phase Services, Part II, A.1.1., payments made after the initial payment shall be made monthly in proportion to services performed so that compensation at the completion of each phase shall equal the following percentages of total basic compensation:

Preliminary Design Phase.....	10%
Final Design Phase.....	60%
Construction Contract Documents Phase.....	15%
Bidding and Negotiation Phase.....	15%
TOTAL	100%

- 5.3. For construction review services, part II, A.1.2. payments will be made based on the percentage of completion of the construction contracts.
- 5.4. If the OWNER fails to make monthly payments due to the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- 5.5. No deductions shall be made from the ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- 5.6. If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

ARTICLE 6. GENERAL PROVISIONS

6.1. Ownership of Documents

All Drawings, Specifications and other work product of the ENGINEER for this project are instruments of services for this Project only and shall remain the property of the ENGINEER whether the Project is completed or not. Re-use of any instruments of service of the ENGINEER by the OWNER on extensions of this Project or on any 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 re-use of the ENGINEER's instruments of service by the OWNER OR BY OTHERS ACTING THROUGH THE OWNER. Any re-use or adaption of the ENGINEER'S instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amount to be agreed upon by the OWNER AND ENGINEER.

6.2. Delegation of Duties

Neither the OWNER nor the ENGINEER shall delegate his duties under their Agreement without the written consent of the other.

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, 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 represent 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 Law

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the ENGINEER.

6.6. General

- 6.6.1. 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.
- 6.6.2. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents of other events beyond the control of the other or the other's employees and agents.
- 6.6.3. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be 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.
- 6.6.4. The ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 6.6.5. The ENGINEER intends to render his service 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.
- 6.6.6. Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgement as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or

over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to Contractor bids or actual cost to the OWNER.

ARTICLE 7. SPECIAL PROVISIONS

7.1. Insurance and Indemnity

7.1.1. Engineer's Insurance

The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and general liability insurance coverage.

7.1.2. Contractor's Insurance

Prior to the commencement of the work, the OWNER shall require the Contractor and any Subcontractors to submit evidence that he (they) have obtained for the period of the construction Contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damage arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions.

Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph 7.1.4 "Indemnity". The comprehensive general liability insurance will include as additional named insureds: the OWNER; the ENGINEER; and each of their officers, agents and employees.

7.1.3. Builders Risk "All Risk" Insurance

Before commencement of the work, the OWNER will require that the Contractor and any Subcontractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insureds; the OWNER; the ENGINEER; and each of their officers, agents, employees and any other persons with an insurable interest as may be designated by the OWNER.

Such insurance may have a deductible clause but not to exceed \$5,000 except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

7.1.4. Indemnity

The OWNER will require that any Contractor or Subcontractors performing work in connection with the Drawings and Specifications produced under this Agreement to hold harmless indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents and employees.

7.2. Limitation of Liability

The OWNER agrees to limit the ENGINEER'S liability to the OWNER and to all Construction Contractors and Subcontractors on the Project, due to the ENGINEER's professional negligent acts, errors or omissions, such that the total aggregate liability of the ENGINEER to those named shall not exceed **Fifty Thousand Dollars (\$50,000)** or the ENGINEER's total fee for services rendered on this project, whichever is greater.

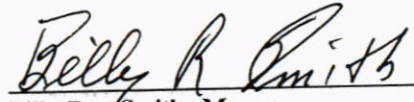
ARTICLE 8. SCHEDULE

This Agreement shall commence upon receipt of a written authorization to proceed from the Owner, and shall end ninety (90) days after the date of the final acceptance of the construction by the OWNER.

PART IV. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives on the day and year first above written.

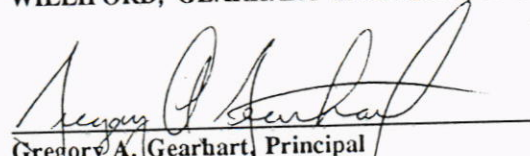
CITY OF CLINTON, MISSISSIPPI


Billy Ray Smith, Mayor

ATTEST:


Nelson Byrd, City Clerk

WILLIFORD, GEARHART & KNIGHT, INC.


Gregory A. Gearhart, Principal

ATTEST:


Kathy Miller, Administrative Assistant

ALTERNATE NO. 1
COST ESTIMATE FOR
WICKSTEAD ROAD
SANITARY SEWER SERVICE
(MR. DAVID GARRIGA)

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1. Duplex Grinder Pump Station (Installed)	L.S.	L.S.	\$ 3,500.00
2. 2" PVC Force Main	L.F.	555	833.00
3. Boring & Casing for 2" PVC Force Main	L.F.	140	5,600.00
4. Tie Force Main to Existing Manhole	Each	1	200.00
TOTAL CONSTRUCTION COSTS			\$10,133.00
ENGINEERING, LEGAL, ADMINISTRATIVE, AND CONSTRUCTION INSPECTION			\$ 1,500.00
TOTAL PROJECT COSTS			\$11,633.00

Approved
9/8/92
[Signature]

650

ALTERNATE NO. 2

COST ESTIMATE FOR
WICKSTEAD ROAD
SANITARY SEWER SERVICE
(CITY TRUMP LINE)

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<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1. Sewer Manhole	Each	6	\$ 3,900.00
2. 8" SDR-26 PVC Gravity Sewer	L.F.	1,350	16,200.00
3. 24 G.P.M. Duplex Pump Station (Installed)	L.S.	L.S.	13,000.00
4. 2" PVC Force Main	L.F.	2,100	3,150.00
5. Boring & Casing for 2" PVC Force Main	L.F.	140	5,600.00
6. Tie Force Main to Existing Manhole	Each	1	200.00
TOTAL CONSTRUCTION COSTS			\$42,050.00
ENGINEERING, LEGAL, ADMINISTRATIVE, AND CONSTRUCTION INSPECTION			\$ 6,300.00
TOTAL PROJECT COSTS			\$48,350.00

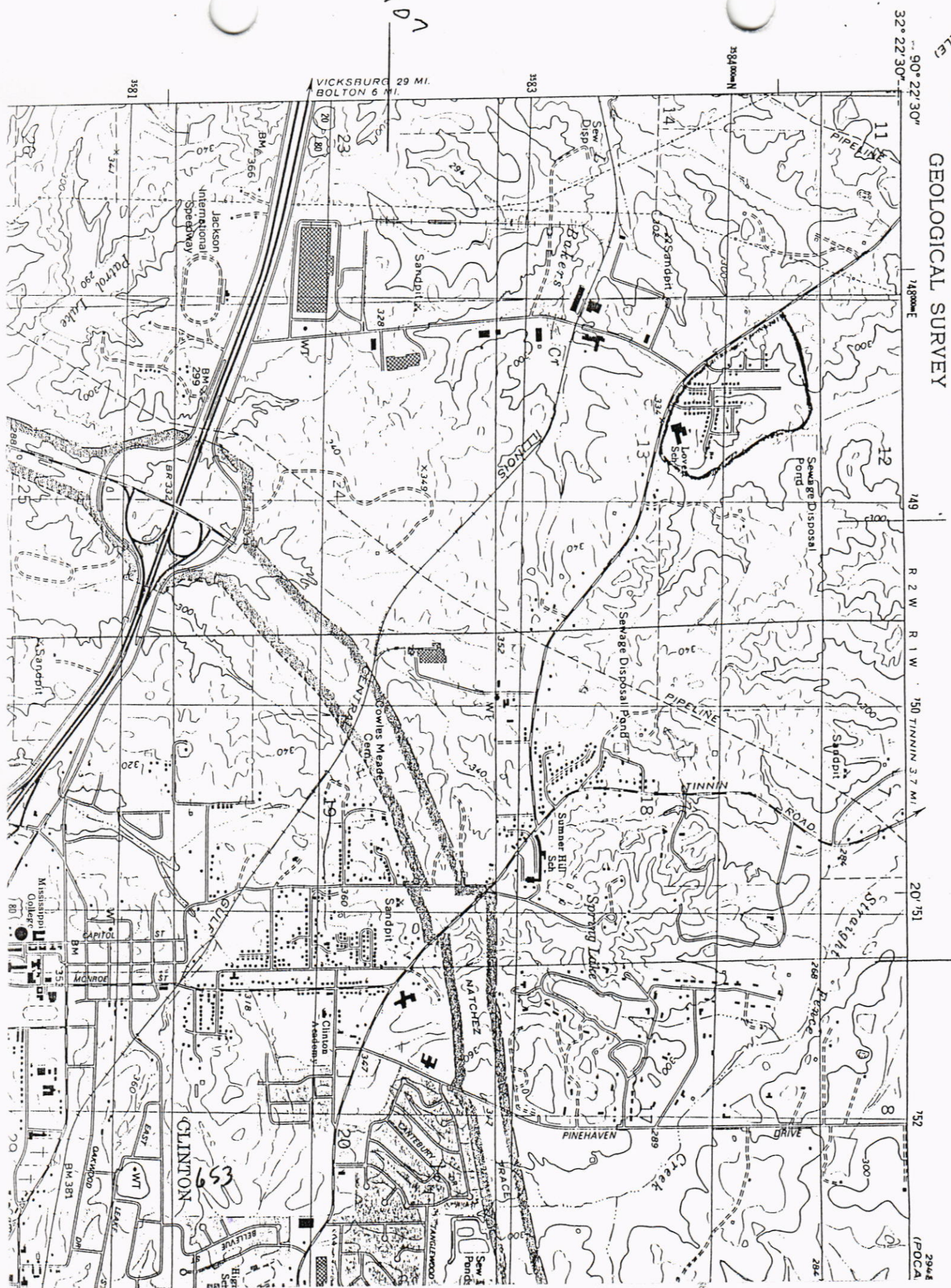
ALTERNATE NO. 3

COST ESTIMATE FOR
WICKSTEAD ROAD
SANITARY SEWER SERVICE
(CITY OF CLINTON/MR. DAVID GARRIGA)

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1. Sewer Manhole	Each	2	\$ 1,300.00
2. 8" SDR-26 PVC Gravity Sewer	L.F.	550	6,600.00
3. 12" Steel Casing (Bored) for 8" Sewer Main	L.F.	140	7,280.00
4. Duplex Grinder Pump Station (Installed)	L.S.	L.S.	3,500.00
5. 2" PVC Force Main	L.F.	125	187.50
6. Tie 8" Gravity Sewer Line Existing Manhole	Each	1	400.00
TOTAL CONSTRUCTION COSTS			\$19,267.50
ENGINEERING, LEGAL, ADMINISTRATIVE, AND CONSTRUCTION INSPECTION			\$ 2,900.00
TOTAL PROJECT COSTS			\$22,167.50

Mr. Garriga's Share = \$ 4,241.00
City of Clinton's Share = \$17,926.50

652



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

September 14, 1992

Mr. F. Clarke Holmes
Executive Director
Central MS Planning & Dev. Dist.
P. O. Box 4935
Jackson, MS 39296-4935

Re: CMPDD Contract No. 319D23
Preparation of a new zoning
ordinance and new official
zoning map

Dear Mr. Holmes:

With regard to paragraph 3 (period of performance) of the subject contract, the City of Clinton hereby concurs in an extension for completion of all services to March 31, 1993.

We look forward to continued progress in the development of a new zoning ordinance and official zoning map for the City of Clinton.

Sincerely,

Billy Ray Smith
Mayor

bls

P. O. Box 156 / 300 Jefferson Street / Clinton, Mississippi 39060 / (601) 924-5462