

REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 5, 1990 - 7 P.M.
A. E. WOOD MEMORIAL LIBRARY

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting at the A. E. Wood Memorial Library, 111 Clinton Boulevard, Tuesday, June 5, 1990, 7 P.M.

WELCOME AND CALL TO ORDER - Mayor Billy Ray Smith

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Mayor Billy Ray Smith followed by the Pledge of Allegiance to the Flag led by Alderman George Ferrell.

ROLL CALL - City Clerk Julia Todd

Present - Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ronnie Chappell - 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 Engineer Terry Anderson
City Clerk Julia M. Todd

APPROVAL OF CONSENT AGENDA ITEMS A-T:

- A. Manual & Computer Docket of Claims for May, 1990. Computer Claims #1-601.
- B. Minutes of the Adjourned Meeting of April 17, 1990; Special Meeting of May 1, 1990; Regular Meeting of May 1, 1990; Special Meeting of May 10, 1990, with addition on Page 692 under heading "Selection of Architect Firm for Design of Police Station/Court Room Facility" to show Alderman Montgomery casting the vote for Eley & Associates; and the Adjourned Meeting of May 15, 1990 as printed and distributed.
- C. CDBG Invoices (Victory Manor Recovery Center) - 84 Lumber & Home Center \$365.62; Central Window Co. \$2,234.00.
- D. Dictaphone and Conference Microphone - State Contract - total cost \$509.15 (Administration)
- E. Reimbursement to Mayor B. R. Smith for 3 registrations - Natchez Trace Parkway - \$135.00 - annual meeting June 8-9 (Mayor Smith, Dr. Len Edwards and Terry Anderson)
- F. Reimbursement \$200.00 - Dixie II Bonding Co. - Robert Cooksey paid bond for Anthony Russell and subject has been surrendered (City Attorney Spell)
- G. Court Clerk Seminar for Marie McGraw - Biloxi, June 11-12, 1990 Room \$75.00, food and mileage estimated at \$75.00 (Police Dept.)
- H. Data General Computer Mtc. Contract Renewal for Software 6-1-90 through 6-1-91 - Cost \$1,826.10 (Police Department)
- I. Portable Radio Purchase - six walkie-talkies on state contract \$2,107.50 Statewide Communications (Fire Dept.)
- J. Reimbursement to Jim Allen for EMT License fees for 11 firemen \$55.00 (Fire Dept.)
- K. \$964.75 to Jackson Ford Tractor Co. for repair of small tractor (Public Works)
- L. \$575.00 - Hydro Turf Co. to grade and hydro-seed area of storm drain repair - sole source - attempting to get yard back in

- order (Public Works)
- M. Replace 4" Badger compound meter supplying water to MC Dormitory Badger - \$2,011.20; Neptune - \$2,042.00 (Badger will fit opening; Neptune will require modification for installation) (Public Works)
 - N. Approximate \$10.00 - Tim Rogers, Terry Parker and guest City Official at MWPCO monthly meeting (Public Works)
 - O. \$786.75 - Clinton Welding and Machine Shop, Inc. - make and install guard rails and columns at bridge across drainage ditch off W. Lake St. damaged by unknown vehicle (Public Works)
 - P. Authority to advertise for sealed bids on 6-7 yard dump body for new truck - approximately \$3,500.00 (Public Works)
 - Q. Purchase state contract one F-700 Dump Truck \$16,046.07 (This will complete 2 crews street maintenance) (Public Works)
 - R. Two 2' meters Badger with fittings to replace defective (old) meters on campus of M.C. (\$700.00) (Public Works)
 - S. \$65.00 membership dues to American Public Works Association for Harold Alderman (Public Works)
 - T. \$1,468.80 Faulkner Concrete Pipe for replacing deteriorated galvanized pipe on Tulane Drive (6 month quote approved by Board) (Public Works)

MOTION made by Alderman Lott and SECONDED by Alderman Ferrell to approve Consent Agenda Items A-T as listed above. MOTION CARRIED UNANIMOUSLY.

SURPLUS POLICE VEHICLES AWARDED TO HIGHEST BIDDERS

As shown by Proof of Publication found on Page 725 of this Minute Book T the following sealed bids were received and opened for surplus police vehicles:

	1982	1985	1987
Sheila Landry	\$251.00	\$526.78	\$1,426.25
Paul Lunceford	\$381.90		
Ben Todd			
United Yellow Cab	\$400.00		

Upon Police Chief Byington's recommendation, MOTION made by Alderman Ferrell and SECONDED by Alderman Ryan to approve at high bidder. MOTION CARRIED UNANIMOUSLY. Said Office of the City Clerk.

LOW BID ACCEPTED FOR DEMOLITION AND REMOVAL OF HOUSE

As shown by Proof of Publication found on Page 725 of this Minute Book T the following bids were received for the demolition and removal of the abandoned house located at 221 Lakeview Drive:

Contractor	Bid Amount
1. Arrow Construction	\$6,425.00
2. George B. Hawkins	\$4,800.00

Upon Mayor Smith's recommendation, MOTION made by Alderman Montgomery and SECONDED by Alderman Johnson to accept the low bid of George B. Hawkins in the amount of \$4,800.00 for the demolition and removal of the abandoned house located at 221 Lakeview Drive in Clinton. MOTION CARRIED UNANIMOUSLY. Bids are on file in the Office of the City Clerk. Said demolition would be to take down and remove all debris and clean the lot with the exception of the slab.

LEASE AGREEMENT AUTHORIZED WITH NORTH PARK OUTDOOR EQUIPMENT FOR P&R TRACTOR

As shown by Proof of Publication found on Page 727 of this Minute Book T the following bids were received and opened for one diesel powered mower with a cutting width of 72":

Vendor	Purchase Price	Monthly Lease
1. North Park Outdoor Equipment	\$9,822.90	307.95 (12% int)
2. Jackson Ford Tractor	8,949.00	305.09

Following presentation by City Attorney Spell in which he elaborated that the City currently has John Deere equipment that will allow a mutual exchange of parts and personnel already trained to operate and mechanic John Deere equipment and the buy-out provisions for the Jackson Ford Tractor being uncertain, Mayor Smith recommended entering into lease agreement for the John Deere Tractor. MOTION made by Alderman Johnson and SECONDED by Alderman Chappell because of advantages enumerated by Counselor to enter into lease purchase agreement with North Park Outdoor Equipment for the John Deere Tractor (mower) for a period of 36 months at \$307.95 per month. MOTION CARRIED UNANIMOUSLY. Said bids are on file in the Office of the City Clerk.

M.H.S.A.A. STATE OFFICE BUILDING UPDATE

Dr. Woodrow Marsh, Mississippi High School Activities Association, updated the Board of Aldermen of the progress of the architectural scheme/construction of the new M.H.S.A.A. State Office Building to be constructed on Clinton-Raymond Road and presented a plan of the proposed 5,000 square foot building. NO BOARD ACTION taken.

ROBERT OWENS AUTHORIZED TO DEVELOP AND BUILD SIX HOUSES IN PROPOSED GREENWOOD SUBDIVISION BUT DENIED AUTHORITY TO REMOVE TOP SOIL OR SILT FROM PROPERTY

Following a presentation by Engineer Richard Broome on behalf of Robert Owens concerning the removal of approximately 26,000 yards of material from proposed Greenwood Subdivision in order to develop and build 6 houses in said area, and an extremely lengthy discussion, MOTION made by Alderman Ferrell and SECONDED by Alderman Valente to approve Mr. Robert Owen's request to build the six houses but to deny the request to remove top soil or silt from said property unless absolutely necessary. Prior to vote, said Motion was Amended by Aldermen Ferrell and Valente striking the wording "unless absolutely necessary". ROLL CALL VOTE on the Amendment to the Motion striking "unless absolutely necessary": Alderman Ryan - "aye", Alderman Ferrell - "aye", Alderman Valente - "aye", Alderman Chappell - "aye", Alderman Montgomery - "nay", Alderman Johnson - "nay", Alderman Lott - "nay". MOTION TO AMEND CARRIED 4-3. ROLL CALL VOTE on the Motion-as-Amended reading "to approve Mr. Owen's request to build the 6 houses but deny the request to remove top soil or silt from said property" was as follows: Alderman Ryan - "aye", Alderman Ferrell - "aye", Alderman Valente - "aye", Alderman Chappell - "aye", Alderman Montgomery - "nay", Alderman Johnson - "nay", Alderman Lott - "nay". MOTION AS AMENDED CARRIED 4-3. At the request of Alderman Valente, copy of Mr. Owen's February 10, 1989, letter regarding said area being made a part of these minutes and may be found on Pages 728-729 of this Minute Book T.

ADOPTION OF ORDINANCE RE-ZONING 116-FAIRMONT STREET FROM R-1 TO C-2 AS REQUESTED BY MADISON DEVELOPMENT COMPANY

Upon the unanimous recommendation of the City of Clinton Planning and Zoning Board, MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to rezone the subject property (116 Fairmont Street) from R-1 to C-2 using the language as drawn up by the counselor in the Ordinance found on Pages 730-732 of this Minute Book T and on Pages 455-457 of the

City of Clinton Ordinance Book II. MOTION CARRIED UNANIMOUSLY. Proof of Publication that proper public hearing was held may be found on Page 733 of this Minute Book T with Proofs of Publication of said Zoning Ordinance Amendment found on Pages 734 of this Minute Book T and 458 of the City of Clinton Ordinance Book II.

ADOPTION OF ANNUAL MUNICIPAL WATER POLLUTION PREVENTION (MWPP) REPORT

Upon recommendation of Public Works Director Alderman to adopt that Annual MWPP Report for the Clinton Industrial Water Treatment Plant; Briars/Cascades Treatment Plant; Lovett Lagoon; Sumner Hill Lagoon; Northeast Lagoon; Northeast Lagoon #2; South Central Lagoon; Southwest Lagoon; and Southeast Lagoon, MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to adopt those resolutions and letters acknowledging that this Board has reviewed the MWPP reports. MOTION CARRIED UNANIMOUSLY. Said Annual Reports are on file in the Office of the Public Works Director.

APPROVAL OF CONTRACT BETWEEN CITY AND ARCHITECT FOR POLICE/COURT FACILITY

MOTION made by Alderman Lott and SECONDED by Alderman Johnson to approve that Contract as found on Pages 735-744 of this Minute Book T between the City of Clinton and Usry Architects, P.A., for the design and construction administration of a new police station/courtroom facility. MOTION CARRIED UNANIMOUSLY.

AUTHORIZATION TO ENTER INTO CONTRACT WITH BILL HACKETT AS CITY ECONOMIC DEVELOPER

Upon request of Mayor Smith, MOTION made by Alderman Chappell and SECONDED by Alderman Valente to authorize Mayor Smith with the assistance of the City Attorney to enter into contract agreement with Mr. Bill Hackett for the remainder of this fiscal year for the term of compensation not to exceed \$20,000.00 salary and not to exceed \$5,000.00 expense. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF AGREEMENT WITH REGINALD RICHARDS FOR WATER SERVICE TO PINEHAVEN PLACE PART II

MOTION made by Alderman Montgomery and SECONDED by Alderman Johnson to adopt that agreement found on Pages 745-746 of this Minute Book T between Reginald Richards and the City of Clinton to provide water service to Pinehaven Place Part II with the addition to item number one in said agreement as follows: following "north of the City of Clinton" add "to consist of 20 lots". Said development is platted as Pinehaven Place Part II." MOTION CARRIED UNANIMOUSLY.

MOTION DEFEATED TO SUBMIT LIST OF QUALIFIED CLINTON CITIZENS TO BOARD OF SUPERVISORS FOR CANDIDACY TO HINDS COMMUNITY COLLEGE BOARD OF TRUSTEES

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to request the Board of Supervisors of Hinds County, Mississippi earnestly seek a qualified citizen, resident in the City of Clinton, to serve a term on the Board of Trustees of Hinds Community College, and that the Mayor and Board of Aldermen will make known to the Board of Supervisors the names of candidates from which the Board of Supervisors may so nominate and appoint. ROLL CALL VOTE: Alderman Ryan - "nay", Alderman Ferrell - "aye", Alderman Valente - "aye", Alderman Chappell - "nay", Alderman Montgomery - "nay", Alderman Johnson - "nay", Alderman Lott - "aye". MOTION DEFEATED 3-4.

Alderman Ferrell left Board Room from 8:35 - 8:37 P.M.

AUTHORIZATION TO ENTER CONTRACT WITH BFI FOR RECYCLING PILOT PROJECT

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to authorize Mayor Smith with the aid of the City Attorney to enter into contract with BFI for a period of three months for a pilot recycling project in Countrywood and Olde Vineyard Subdivisions under the conditions detailed in Jim McNaughton's letter dated May 25, 1990, and found on Pages 747-748 of this Minute Book T. MOTION CARRIED UNANIMOUSLY.

Mayor Smith called for a 15 minute break. Said meeting resumed at 9 P.M.

MONTGOMERY TO BRING FIGURES BACK FROM HINDS COUNTY ADMINISTRATOR AND BOARD OF SUPERVISORS AS TO POSSIBLE FUNDING CONTRIBUTIONS FROM HINDS COUNTY STATE AID FUNDS FOR SPRINGRIDGE ROAD THOROUGHFARE

Following a proposed motion by Alderman Valente requesting the Board of Supervisors and Hinds County to designate and commit State Aid Funds in a specific amount to aid in the construction of the Springridge Road Thoroughfare, and considerable discussion, Alderman Valente withdrew his motion and Alderman Montgomery was directed to bring back from the Hinds County Administrator and the Board of Supervisors possible funding contribution amounts that would be feasible to ask Hinds County to commit from State Aid Funds for said thoroughfare prior to a resolution being submitted to the Board of Supervisors. NO BOARD ACTION taken.

ENGINEERING STUDY UPDATE FOR COST OF SPRINGRIDGE ROAD THOROUGHFARE TO BE USED IN NOVEMBER REFERENDUM TABLED FOR TWO WEEKS

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell authorizing the City Engineer to update the 1982 Hensley-Schmidt report on the costs of the Springridge Road option with and without the railroad overpass and to address specifically right-of-way acquisition (80' and 100'), construction to State-Aid specifications, and any other project costs; said report to be completed by July 15, 1990. Prior to a vote being taken, Alderman Montgomery MOVED to table this matter for two weeks in order to know cost of said update. SECONDED by Alderman Chappell. ROLL CALL VOTE: Alderman Ryan - "aye", Alderman Ferrell - "nay", Alderman Valente - "nay", Alderman Chappell - "aye", Alderman Montgomery - "aye", Alderman Johnson - "aye", Alderman Lott - "aye". MOTION CARRIED 5-2.

DISCUSSION/ADOPTION OF REVISED ANIMAL CONTROL ORDINANCE TABLED

Upon the request of Alderman Ryan, discussion and action on revising the Animal Control Ordinance was tabled until such time this matter is thoroughly discussed in a working meeting. Mayor Smith stated that said matter will be brought back when appropriate. NO BOARD ACTION taken.

AFFIRMATION THAT THE M.H.S.A.A. BUILDING UNDER PLAN FOR CONSTRUCTION ON CLINTON-RAYMOND ROAD IS PROPERLY ZONED S-1 EDUCATIONAL

MOTION made by Alderman Valente and SECONDED by Alderman Chappell affirming that the facilities of the Mississippi High School Activities Association under plan for construction on Clinton-Raymond Road which is zoned S-1 (Educational Institutions District) are essentially for administrative and educational purposes, and that this Association, being an organization devoted to educational goals and comprised of educators, is accorded the same consideration as an educational institution. The use of their property for their state headquarters is a permitted use in the S-1 District. MOTION CARRIED UNANIMOUSLY.

OTHER BUSINESS

Mayor Smith reminded the Aldermen to meet Monday, June 11, 1990, 6:30 A.M.,

at the Library to leave for Ft. Hood, Texas.

ADJOURNMENT - 10:10 P.M.

MOTION made by Alderman Montgomery and SECONDED by Alderman Chappell to Recess until June 19, 1990, 7 P.M. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 749-751 of this Minute Book T.

APPROVED: Billy R. Smith 5-18-90
Billy Ray Smith, Mayor Date

ATTEST: Julia M. Todd 5-18-90
Julia M. Todd, City Clerk Date

SEAL

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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

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

Date May 24, 19 90

Date May 31, 19 90

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Number of Lines 30

Published 2 Times

Total \$ 16.60

Signed Kimberly Allday
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 31st day of
May 19 90.

Marie Mills
Notary Public

My Commission Expires:
My Commission Expires Nov. 9, 1992

(Seal)

110 Clinton
legals

LEGAL NOTICE
NOTICE TO BIDDERS:
Sealed bids will be received by the City of Clinton until 10:00 a.m. on Friday, June 1, 1990, in the City Clerk's Office, Clinton City Hall located at 300 Jefferson Street, Clinton, Mississippi, and opened immediately thereafter for the sale of the following surplus vehicles:
1-1982 Chevrolet Impala
#3367 Chevrolet Impala
1-1985 Chevrolet Impala
#8787 Chevrolet Caprice
1-1987 Chevrolet Caprice
#0769
The City of Clinton reserves the right to reject any or all bids and to waive any informalities or technicalities therein.
APPROVED:
/s/ Billy R. Smith
Mayor
ATTEST:
/s/ Julie M. Todd
City Clerk
May 24, 31, 1990

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

RECEIVED
MAY 16 1990
CITY OF CLINTON

110 Clinton
legals
LEGAL NOTICE
The City of will accept sealed bids until 10 A.M., May 22, 1990, and immediately opened thereafter in the Office of the Mayor for the demolition and removal of the unoccupied residential house located at 221 Lakeview Drive in Clinton, Mississippi. Bids may be mailed to P.O. Box 156, Clinton, Mississippi, 39060, or taken to City Hall, 300 North Jefferson Street, Clinton, Mississippi. The City of Clinton reserves the right to reject any or all bids received and to accept any bid which is deemed most favorable to the City of Clinton.
APPROVED:
/s/ Billy R. Smith
Billy Ray Smith,
Mayor
ATTEST:
/s/ Julia M. Todd
Julia M. Todd,
City Clerk
(SEAL)
May 10, 1990
5-3-90
5-3-90

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

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

Date May 10, 19 90

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Number of Lines 30

Published 1 Times

Total \$ 10.60

Signed Kimberly Allday
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 10th day of
May 19 90.

Marie Mills
Notary Public

My Commission Expires:
My Commission Expires Nov. 9, 1992

(Seal)

PASTE AD HERE

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

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

Kimberly Allday

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

Date May 10, 19 90

Date May 17, 19 90

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Number of Lines 35

Published 2 Times

Total \$ 19.20

Signed Kimberly Allday
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 17th day of
May 19 90.

Marie Mills
Notary Public

My Commission Expires:

My Commission Expires Nov. 9, 1992

(Seal)

LEGAL NOTICE
The City of Clinton Parks & Recreation Commission will be accepting sealed bids until 3 P.M., May 25, 1990, and immediately opened thereafter in the Office of the City Clerk. Bids may be mailed to P.O. Box 156, Clinton, Mississippi, 39060, or taken to City Hall, 300 North Jefferson Street, Clinton, Mississippi. The City of Clinton reserves the right to reject any or all bids received and to accept any bid which is deemed most favorable to the City of Clinton. Bids will be accepted for the following equipment: one diesel powered out front mower with a cutting width of 72 inches. Unit must have power steering and weight transfer. Bids must reflect purchase and lease purchase (36 months).
APPROVED:
/s/ Billy R. Smith
Billy Ray Smith,
Mayor
ATTEST:
/s/ Christine Walls
Christine Walls,
Deputy Clerk, April 18, 1990
May 10, 17, 1990

MAY 24 1990
CITY OF CLINTON

February 10, 1989

TO: Mr. Harold Alderman
Public Works Manager--City of Clinton
P O Box 156 Leake & Jefferson Street
Clinton, Mississippi 39056

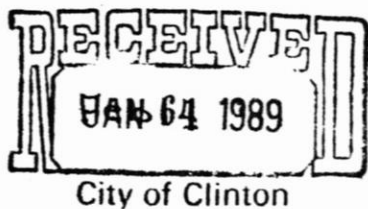
SUBJECT: Sand & Dirt Pit
West Side of Vernon Road
Clinton, Mississippi 39056

Dear Sir:

This is a request that you allow the operation of said pit to continue.

We are trying and will do, when weather permits the following:

1. We have already removed the dirt that was piled up along Vernon Road.
2. We have already filled in all the holes within fifty (50) feet of Vernon Road.
3. We will continue to grade and remove dirt and sand so the water will walk off instead of running off. Most of the water now is going back away from Vernon Road.
4. When an area is completed, I will sow Bermuda grass seed in the summer.
5. We will slope the banks when we are through with that area.
6. This area is zoned R2. I do not wish to rezone it. I plan to have a plat drawn up that will contain several lots. This plat will be on the west side of Vernon Road, starting at Dawson Street south to the drive way at the end of Tarvin Street.
7. Attached is a petition signed by the people who live within 300 feet of said pit stating that they have no objection to the continuation of its operation.



8. Copy from State of Mississippi, Department of Natural Resources, Bureau of Geology, Mining and Reclamation Section, P O Box 5348/2525 North West Street, Jackson, Ms. 39216.
9. I would like to meet with you and get your suggestions. If your time permits I would like an on-site tour with the pit operator, Mr. H. C. Tidmore so that I may explain what we plan to do.

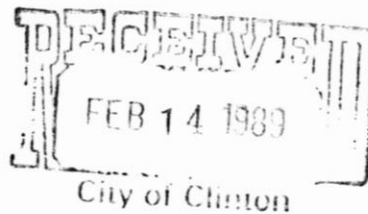
Very truly yours,

Robert H. Owen

Robert H. Owen
503 Lindale Drive
Clinton, Ms. 39056
Phone--924-5710

cc: Mayor Billy R. Smith & Board of Alderman
City of Clinton
Clinton, Ms. 39056

State of Mississippi, Department of Natural Resources
P O Box 5348/2525 North West Street
Jackson, Ms. 39216
ATT: Mr. D. A. Gilliland



ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP

WHEREAS, the Planning Commission of the City of Clinton, upon application, caused Notice to be published seeking to amend the Zoning Ordinance and Zoning Map of the City of Clinton to rezone from R-1 to C-2 the following described property:

Lot 8, Fairmont Subdivision, a subdivision according to a map or plat thereof, which is on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 1 at page 78, reference to which is hereby made in aid of and as a part of this description.

WHEREAS, a public hearing was held before the Planning Commission of the City of Clinton on May 22, 1990; and

WHEREAS, Notice of the said public hearing was published in a newspaper having general circulation in the City of Clinton, Mississippi, at least fifteen (15) days prior to the scheduled hearing date in accordance with the statutes of the State of Mississippi and the official Zoning Ordinance of the City of Clinton, Mississippi; and

WHEREAS, the Planning Commission of the City of Clinton, Mississippi, thereupon conducted a public hearing on the said application at the scheduled time and place, at which public hearing all persons wishing to present testimony or evidence in regard to the rezoning application had an opportunity to do so; and

WHEREAS, at the conclusion of the public hearing, the Planning Commission of the City of Clinton, Mississippi, recommended that the proposed amendment be approved; and

WHEREAS, the matter of amending the Zoning Ordinance and recommendation of the Planning Commission came before the Mayor and Board of Aldermen for final action at the regularly scheduled meeting thereof held on June 5, 1990, in the A.E. Wood Memorial Library, 111 Clinton Boulevard, Clinton, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen have considered the evidence placed in the Record at the hearing before the

Planning Commission, the recommendation of the Planning Commission, and all testimony and evidence presented before the Mayor and Board of Aldermen; and

WHEREAS, the Mayor and Board of Aldermen find that the Zoning Ordinance should be amended, as recommended by the Planning Commission of the City of Clinton; and

WHEREAS, the Mayor and Board of Aldermen find that all requirements of the statutes of the State of Mississippi and the ordinances of the City of Clinton, Mississippi, in regard to the amendment of the Zoning Ordinance have been met, and that the Mayor and Board of Aldermen have full authority and jurisdiction to enact this Ordinance; and

WHEREAS, the Mayor and Board of Aldermen specifically find that there has been a substantial change in the neighborhood and there is a public need for the rezoning so requested to the extent that the change in zoning from R-1 to C-2 should be approved;

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

The Zoning Ordinance and the Zoning Map of the City of Clinton, Mississippi, is hereby amended to provide that the following described property shall be zoned C-2, Heavy Commercial District:

Lot 8, Fairmont Subdivision, a subdivision according to a map or plat thereof, which is on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 1 at page 78, reference to which is hereby made in aid of and as a part of this description.

Section 2. The City Clerk and the Building Inspector shall note the following zoning amendment on the official zoning map of the City of Clinton, Mississippi.

Section 3. The Ordinance shall take effect and be in force one (1) month after its passage and after publication in a

newspaper published in the City of Clinton, Mississippi.

Alderman Valente moved that the foregoing Ordinance be adopted. Alderman Ferrell seconded the Motion.

The vote was as follows:

Alderman Ryan	<u>"Aye"</u>
Alderman Ferrell	<u>"Aye"</u>
Alderman Valente	<u>"Aye"</u>
Alderman Chappell	<u>"Aye"</u>
Alderman Montgomery	<u>"Aye"</u>
Alderman Johnson	<u>"Aye"</u>
Alderman Lott	<u>"Aye"</u>

Approved on this, the 5th day of June,

1990.

Billy R. Smith
Billy Ray Smith, Mayor

ATTEST:

Julia M. Todd
Julia M. Todd, City Clerk

CERTIFICATE

I, JULIA M. TODD, THE UNDERSIGNED CITY CLERK OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE COPY OF AN ORDINANCE ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON AT ITS MEETING DULY HELD ON THE 5TH DAY OF JUNE, 1990, AS THE SAME APPEARS IN MINUTE BOOK I AT PAGES 730-732 OF THE MINUTES OF THE SAID BOARD AND RECORDED IN THE ORDINANCE BOOK II OF THE CITY OF CLINTON AT PAGES 455-457 THEREOF.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE 6th DAY OF JUNE, 1990.

Julia M. Todd
JULIA M. TODD, CITY CLERK

June Meeting

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

NOTICE OF
ZONING HEARING
is hereby given to all
interested parties that MADI-
SON DEVELOPEMENT,
INC. has filed an application
with the City of Clinton, Mis-
sissippi, to rezone from a
classification of Low-Density
Residential District (R-1) to a
classification of Heavy Com-
mercial District (C-2) certain
land located and situated on
the South side of Fairmont
Street and the East side of
New Prospect Street, and
described as follows:
LOT 8, FAIRMONT SUBDI-
VISION, a subdivision ac-
cording to a map or Plat
thereof which is on file and
of record in the office of the
Chancery Clerk of Hinds
County at Jackson, Mississip-
pi in Plat Book 1 at Page 78,
reference to which is hereby
made in aid of and as a part
of this description.
The Planning Commission of
the City of Clinton will con-
duct a public hearing on the
said rezoning application on
Tuesday, May 22, 1990, at
7:30 p.m. in the A.E. Wood
Memorial Library, 111 Clinton
Boulevard, Clinton, Mississip-
pi, at which time and place
all persons wishing to be
heard concerning the pro-
posed zoning change should
appear.
APPROVED:
/s/ Billy R. Smith
Billy Ray Smith, Mayor
ATTEST:
/s/ Julia M. Todd
Julia M. Todd
City Clerk
May 3, 1990

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

Kimberly Allday,

an authorized clerk of THE CLINTON NEWS,
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 May 3, 1990

Date _____, 19____

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 49

Published 1 Times

Total \$ 17.68

Signed Kimberly Allday

Authorized Clerk
of The CLINTON NEWS

SWORN to and subscribed before me the 3rd day of May,
1990.

Maria Mills
Notary Public

My Commission Expires:
My Commission Expires Nov. 9, 1992

(Seal)

PASTE AD HERE

110 Clinton
legals

**ORDINANCE AMENDING
THE ZONING MAP
AND ZONING MAP**

WHEREAS, the Planning Commission of the City of Clinton, upon application, caused Notice to be published seeking to amend the Zoning Ordinance and Zoning Map of the City of Clinton to rezone from R-1 to C-2 the following described property:

Lot 8, Fairmont Subdivision, a subdivision according to a map or plat thereof, which is on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 1 at page 78, reference to which is hereby made in aid of and as a part of this description.

WHEREAS, a public hearing was held before the Planning Commission of the City of Clinton on May 22, 1990; and

WHEREAS, Notice of the said public hearing was published in a newspaper having general circulation in the City of Clinton, Mississippi, at least fifteen (15) days prior to the scheduled hearing date in accordance with the statutes of the State of Mississippi and the official Zoning Ordinance of the City of Clinton, Mississippi; and

WHEREAS, the Planning Commission of the City of Clinton, Mississippi, thereupon conducted a public hearing on the said application at the scheduled time and place, at which public hearing all persons wishing to present testimony or evidence in regard to the rezoning application had an opportunity to do so; and

WHEREAS, at the conclusion of the public hearing, the Planning Commission of the City of Clinton, Mississippi, recommended that the proposed amendment be approved; and

WHEREAS, the matter of amending the Zoning Ordinance and recommendation of the Planning Commission came before the Mayor and Board of Aldermen for final action at the regularly scheduled meeting thereof held on June 5, 1990, in the A.E. Wood Memorial Library, 111 Clinton Boulevard, Clinton, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen have considered the evidence placed in the Record at the hearing before the Planning Commission, the recommendation of the Planning Commission, and all testimony and evidence presented before the Mayor and Board of Aldermen; and

WHEREAS, the Mayor and Board of Aldermen find that the Zoning Ordinance should be amended, as recommended by the Planning Commission of the City of Clinton; and

WHEREAS, the Mayor and Board of Aldermen find that all requirements of the statutes of the State of Mississippi and the Ordinances of the City of Clinton, Mississippi, in regard to the amendment of the Zoning Ordinance have been met, and that the Mayor and Board of Aldermen have full authority and jurisdiction to enact this Ordinance; and

WHEREAS, the Mayor and Board of Aldermen specifically find that there has been a substantial change in the neighborhood and there is a public need for the rezoning so requested to the extent that the change in zoning from R-1 to C-2 should be approved;

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

The Zoning Ordinance and the Zoning Map of the City of Clinton, Mississippi, is hereby amended to provide that the following described property shall be zoned C-2, Heavy Commercial District:

Lot 8, Fairmont Subdivision, a subdivision according to a map or plat thereof, which is on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 1 at page 78, reference to which is hereby made in aid of and as a part of this description.

Section 2. The City Clerk and the Building Inspector shall note the following zoning amendment on the official zoning map of the City of Clinton, Mississippi.

Section 3. The Ordinance shall take effect and be in force one (1) month after its passage and after publication in a newspaper published in the City of Clinton, Mississippi.

Alderman Valente moved that the foregoing Ordinance be adopted. Alderman Ferrell seconded the Motion.

The Vote was as follows:
Alderman Ryan, "Aye"
Alderman Ferrell, "Aye"
Alderman Valente, "Aye"
Alderman Chappell, "Aye"
Alderman Montgomery, "Aye"

Alderman Johnson, "Aye"
Alderman Lott, "Aye"
Approved on this, the 5th day of June, 1990.
/s/Billy R. Smith
Billy R. Smith, Mayor

ATTEST:
/s/Julia M. Todd
Julia M. Todd, City Clerk

CERTIFICATE
I, JULIA M. TODD, THE UNDERSIGNED, CITY CLERK OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT THE

RECEIVED
JUL - 5 1990

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

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

Janet Boatner

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

Date June 28, 1990

Date, 19

Date, 19

Date, 19

Date, 19

Number of Lines 203

Published 1 Times

Total \$ 66.96

Signed Janet Boatner
Authorized Clerk
of The Clarion-Ledger

Sworn to and subscribed before me the 28th day of
June 19 90

Maria Mills
Notary Public

My Commission Expires:
My Commission Expires Nov. 9, 1992

(Seal)



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the Twenty-first day of May in the year of
Nineteen Hundred and Ninty

BETWEEN the Owner:

(Name and address)

City of Clinton
Hinds County Mississippi
P.O. Box 156
Clinton, Mississippi 39060

and the Architect:

(Name and address)

Usry Architects, P.A.
P.O. Box 2205
Clinton, Mississippi

For the following Project:

(Include detailed description of Project, location, address and scope.)

Design and construction administration of a new Police Station
and Courtroom Facilities. To consist of a maximum of 10,000 square
feet building, utilities and site improvements.

The Owner and Architect agree as set forth below.

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of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial
quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be
subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.3.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement,

except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- 1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

- 2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- 3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of **Zero**

shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

Dollars (\$) **-0-**)

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows: **Afi**

**A firm fixed fee of fifty seven thousand two hundred dollars
(\$57,200.00)**

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (20 %)
Design Development Phase:	percent (30 %)
Construction Documents Phase:	percent (25 %)
Bidding or Negotiation Phase:	percent (5 %)
Construction Phase:	percent (20 %)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

An hourly rate of \$65.00 per hour

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Additional Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

An hourly rate of \$65.00 per hour

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of **one & one-half (1.5)** times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **one (1.0)** times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **twelve (12)** months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **thirty (30)** days from the date of the Architect's invoice. Amounts unpaid **fourty-five (45)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.) **Ten Percent (10%)**

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

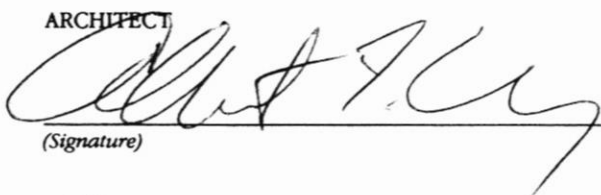
June 5, 1990

This Agreement entered into as of the day and year first written above.

OWNER


(Signature)
City of Clinton
Billy Ray Smith, Mayor
(Printed name and title)

ARCHITECT


(Signature)
Albert F. Usry, President
(Printed name and title)

AGREEMENT

For and in Consideration of mutual agreements between the parties, the City of Clinton, Mississippi, represented by its Board of Alderman and Mayor and Reginald W. Richards. The parties agree as follows:

1. The City of Clinton agrees to provide water service for the development proposed by Regional W. Richards to be situated North of the City of Clinton to consist of 20 lots. Said development is platted as Pinehaven Place Part II.

2. Reginald W. Richards agrees to the following:

a. To bear all expense connected with physical facilities, including connection to the Clinton Municipal System and inner connecting lines between the proposed development and the existing Clinton System.

b. To construct all lines within the development to standards set by the City of Clinton, including 6" inch minimum diameter AWWA approved pipe.

c. To pay the standard "outside" user rate for services until such time as the development falls within the City of Clinton.

d. It is agreed that the service requested is only for the area not presently falling within the north Hinds Water Association certified area.

Agreed to on this the 5th day of June, 1990.

Billy R. Smith
CITY OF CLINTON
BY: Mayor

Reginald W. Richards
REGINALD W. RICHARDS

Attest:

Julia M. Todd
City Clerk
City of Clinton



BROWNING-FERRIS INDUSTRIES
Jackson, MS District

recycled paper 

May 25, 1990

Edward J. Valente
Alderman - Ward 2
City of Clinton
300 Jefferson Street
Clinton, Mississippi 39060

RE: Recycling "Mini" Pilot Program

Dear Mr. Valente,

Per our earlier discussion, BFI, in a spirit of cooperation with the Clinton Chamber of Commerce and the City, would like to implement a "mini" pilot program for curbside recycling.

The details of the program are as follows:

- * BFI would purchase and maintain ownership of all recycling bins. We would supply a single 14 gallon recycling bin to 350 homes in the Countrywood and Old Vineyard subdivisions.
- * The "mini" pilot program would begin July 1st and end September 30, 1990.
- * BFI would provide all equipment, material and labor to collect once per week all newspaper, plastic drink (PET) and milk (HDPE) containers, glass containers and aluminum cans. All the materials would be placed into the single 14 gallon bin. No other separation would be required by the participants. We would collect all excess material that is bundled, stacked, or bagged and placed neatly next to the recycling bin.
- * BFI would provide educational and promotional information to the City. With the help of the Chamber of Commerce and Countywood Homeowners Association, we would distribute the information to the homes in the survey group.

As I mentioned before, the normal cost for such a program would be about \$2.00 per home with the City keeping all proceeds. However, since BFI would like to work with the City on a citywide

Page 2.

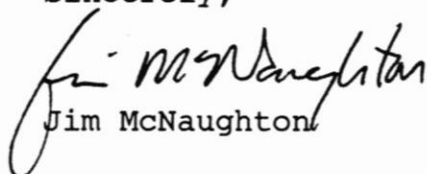
recycling program, I am pleased to offer this "mini" pilot program to the City at a reduced rate.

The City of Clinton would pay BFI \$350.00 per month for a grand total of \$1050.00. BFI and the City would split (50:50) the net proceeds from the sale of the recyclables.

I appreciate this opportunity to discuss our recycling service with you. Please call me, if you have any questions.

Thank you very much for your time.

Sincerely,


Jim McNaughton

REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 5, 1990 - 7 P.M.
A. E. WOOD MEMORIAL LIBRARY
AGENDA

1. Welcome and Call to Order - Mayor Billy Ray Smith
2. Invocation
3. Pledge of Allegiance to the Flag - Alderman George Ferrell
4. Roll Call - City Clerk Julia M. Todd
5. Approval of Consent Agenda Items A-T:
 - A. Manual & Computer Docket of Claims for May, 1990. Computer Claims #1-~~602~~ 601 JMT
 - B. Minutes of the Adjourned Meeting of April 17, 1990; Special Meeting of May 1, 1990; Regular Meeting of May 1, 1990; Special Meeting of May 10, 1990, with addition on Page 692 under heading "Selection of Architect Firm for Design of Police Station/Court Room Facility" to show Alderman Montgomery casting the vote for Eley & Associates; and the Adjourned Meeting of May 15, 1990 as printed and distributed.
 - C. CDBG Invoices (Victory Manor Recovery Center) - 84 Lumber & Home Center \$365.62; Central Window Co. \$2,234.00.
 - D. Dictaphone and Conference Microphone - State Contract - total cost \$509.15 (Administration)
 - E. Reimbursement to Mayor B. R. Smith for 3 registrations - Natchez Trace Parkway - \$135.00 - annual meeting June 8-9 (Mayor Smith, Dr. Len Edwards and Terry Anderson)
 - F. Reimbursement \$200.00 - Dixie II Bonding Co. - Robert Cooksey paid bond for Anthony Russell and subject has been surrendered (City Attorney Spell)
 - G. Court Clerk Seminar for Marie McGraw - Biloxi, June 11-12, 1990 Room \$75.00, food and mileage estimated at \$75.00 (Police Dept.)
 - H. Data General Computer Mtc. Contract Renewal for Software 6-1-90 through 6-1-91 - Cost \$1,826.10 (Police Department)
 - I. Portable Radio Purchase - six walkie-talkies on state contract \$2,107.50 Statewide Communications (Fire Dept.)
 - J. Reimbursement to Jim Allen for EMT License fees for 11 firemen \$55.00 (Fire Dept.)
 - K. \$964.75 to Jackson Ford Tractor Co. for repair of small tractor (Public Works)
 - L. \$575.00 - Hydro Turf Co. to grade and hydro-seed area of storm drain repair - sole source - attempting to get yard back in order (Public Works)
 - M. Replace 4" Badger compound meter supplying water to MC Dormitory Badger - \$2,011.20; Neptune - \$2,042.00 (Badger will fit opening; Neptune will require modification for installation) (Public Works)
 - N. Approximate \$10.00 - Tim Rogers, Terry Parker and guest City Official at MWPCO monthly meeting (Public Works)
 - O. \$786.75 - Clinton Welding and Machine Shop, Inc. - make and install guard rails and columns at bridge across drainage ditch off W. Lake St. damaged by unknown vehicle (Public Works)
 - P. Authority to advertise for sealed bids on 6-7 yard dump body for new truck - approximately \$3,500.00 (Public Works)
 - Q. Purchase state contract one F-700 Dump Truck \$16,046.07 (This will complete 2 crews street maintenance) (Public Works)
 - R. Two 2' meters Badger with fittings to replace defective (old) meters on campus of M.C. (\$700.00) (Public Works)
 - S. \$65.00 membership dues to American Public Works Association for Harold Alderman (Public Works)

- T. \$1,468.80 Faulkner Concrete Pipe for replacing deteriorated galvanized pipe on Tulane Drive (6 month quote approved by Board) (Public Works)
- 6. Bid Recommendation - sale of surplus vehicles as properly advertised (Police Department)
- 7. Bid Recommendation for demolition and removal of unoccupied house at 221 Lakeview Drive as properly advertised and opened 5-22-90
Arrow Construction - \$6,425.00; George B. Hawkins - \$4,800.00
(Public Works)
- 8. Bid Recommendation - 1 diesel powered mower with cutting width of 72" as properly advertised and opened 5-25-90 (P&R)
 - a. North Park Outdoor Equipment \$9,822.90
lease purchase \$307.95 per month for 36 months
 - b. Jackson Ford Tractor \$8,949.00
lease purchase \$305.09 pr month for 36 months
- 9. Presentation - Dr. Woodrow Marsh - M.H.S.A.A. State Office Building on Clinton-Raymond Road
- 10. Greenwood Subdivivison - Robert Owens and Richard Broome - presentation of modified grading plan for moving approximately 26,000 yards of material and would allow immediate development of 6 lots
- 11. Planning & Zoning Matters - Harold Alderman
 - A. Re-zoning of Lot 8 (116 Fairmont Street) from R-1 to C-2 by Madison Development Co., Inc., as recommended by P&Z Commission
- 12. Adoption of Resolution - MWPP Annual Report - Wastewater Treatment System for City of Clinton - Pollution Prevention Program - Public Works Director Alderman
- 13. Architects Contract - Discussion/Approval of contract for architect for police/courtroom facility - Mayor Smith
- 14. Discussion/Questions - approval of Economic Developer for City of Clinton - Mayor Smith
- 15. Adoption of Agreement binding Reginald W. Richards to certain conditions as spelled out in letter dated Jan. 6, 1987
- 16. Resolution supporting appointment of a Clintonian to the Board of Trustees of Hinds Community College - Alderman Valente
- 17. Recycling Pilot Project - Countrywood and Olde Vineyard - Presentation by Charlotte McCart - Alderman Valente
- 18. Discussion/Adoption of Resolution requesting Hinds County to designate State-Aid Funds for Springridge Road Extension from U.S. Hwy. 80 to Pinehaven Road - Alderman Valente
- 19. Update - Engineering Study - Follow-up on implementing Springridge Road Extension - Alderman Valente
- 20. Discussion/Adoption of revised Animal Control Ordinance - Ald. Valente
- 21. Interpretation of Land Use permitted in S-1 Educational Institutions District - MHSAA Bldg. - Clinton-Raymond Road - Alderman Valente
- 22. Other Business

23. Motion to Recess until June 19, 1990, 7 P.M.

GOVERNING BODY

Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ronnie Chappell - 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 Engineer Terry Anderson
City Clerk Julia M. Todd