

August 2, 1960

Be it remembered and it is hereby certified to that the Mayor and Board of Aldermen of the Town of Walnut Grove, Leake County Mississippi, met in regular session on Tuesday, August 2, 1960 at the City Hall, it being the time and place for said meeting. The following were present, to-witt:

W. C. Dawson, Mayor
 D. C. Ware, Alderman
 Elvin Hanna, "
 Mac Dawson, "
 Essie F. Harrelson, Clerk

The following were absent:

W. O. Harrison, Alderman
 B. M. Stewart, "

The meeting was declared open for business by the Mayor and the following business was transacted:

The following bills were presented and ordered paid out of Street Tax Fund:

C. D. Lewis, Rent on Tractor	80.00
C. D. Sones, Gas for Tractor	2.50
Oxner Motors, Greasing Tractor	1.50

The following bills were presented and ordered paid out of General Town Fund:

Mississippi Power Company, Light Bill	3.00
Mississippi Power Company, Street Lights	25.67
J. E. Smith, Attorney, Legal Services rendered for Period, Year August 1st. to July 31st. 1960	120.00
Lester Engineering Company, Reimbursement of expenses to Atlanta and for Principal's Time, with reference to Financing Water and Sewer System for the Town of Walnut Grove	111.11
C. D. Sones, Hauling Garbage, 9 Loads @ 4.00	36.00
Leake County Insurance Agency, Bonds-Phillips Tax Collector \$6.50, Marshal \$20.00, W. C. Dawson Mayor \$5.00	31.50

Officers Salaries:

W. G. Phillips, Marshal	150.00
W. C. Dawson, Mayor	30.00
Essie F. Harrelson, Clerk	30.00
D. C. Ware, Alderman	5.00
Mac Dawson, "	5.00
B. M. Stewart, "	5.00
Elvin Hanna "	5.00
W. O. Harrison "	5.00

Balance on hand General Town Fund 6,939.13

Balance on hand Street Tax Fund 5,614.47

It appearing unto the Mayor and Board of Aldermen that it would be to the best interest of the Town of Walnut Grove, Mississippi, to recess this the regular August, 1960, meeting of the Mayor and Board of Aldermen of said town and state until 7:00 P. M. Thursday, August 11, 1960, to consider, among other business, the following business:

(a) The approval of the budget for the Town of Walnut Grove, Mississippi, for the next fiscal year;

(b) The consideration of a contract with Lester Engineering Company for performing engineering services for the town for the planning, designing and constructing of a water works system and sanitary sewer system and all matters related thereto;


(c) To take all steps necessary for calling of an election to determine whether the Town of Walnut Grove, Mississippi, shall issue \$40,000.00 General obligation bonds for the purpose of paying a part of the cost of a water works system and sanitary sewer system and whether the town of Walnut Grove, Mississippi, shall issue \$124,000.00 water and sewer revenue bonds for the purpose of paying a part of the cost of a water works system and sanitary sewer system


(d) To do every thing necessary and requisite in the premises to effect the above purposes;

(e) Any other business pertaining to the business of the town that may come before said meeting.

On motion made and second and on affirmative vote of all members of the Board of Aldermen present, it is ordered that this meeting be recessed until 7:00 P. M. Thursday, August 11, 1960, at which time the business, set forth above will be considered and all necessary action relative thereto may be transacted.

So ordered in regular session on this the 2nd. day of August 1960.


Mayor


Clerk

MINUTES OF A RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
OF THE TOWN OF WALNUT GROVE, MISSISSIPPI, HELD ON THURSDAY, AUGUST
11, 1960.

BE IT REMEMBERED THAT, pursuant to an order duly entered by the Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi at its last regular meeting held on Tuesday, August 2nd, 1960, which order is of record in Minute Book 2, Page 20, of the Minutes of said Board, said Mayor and Board of Aldermen met in recessed session at Seven O'clock, P.M., on the 11th day of August, A.D., 1960, in the Town Office, at the City Hall of said Town, for the purpose, among other business, the following business:

- (a) The approval of the budget for the Town of Walnut Grove, Mississippi, for the next fiscal year;
- (b) the consideration of a contract with Lester Engineering Company for performing engineering services for the Town for the planning, designing and constructing of a water works system and sanitary sewer system and all matters related thereto;
- (c) To take all steps necessary for calling of an election to determine whether the Town of Walnut Grove, Mississippi, shall issue \$40,000.00 General obligation bonds for the purpose of paying a part of the cost of a water works system and sanitary sewer system and whether the Town of Walnut Grove, Mississippi, shall issue \$124,000.00 water and sewer revenue bonds for the purpose of paying a part of the cost of a water works system and sanitary sewer system.
- (d) To do every thing necessary and requisite in the premises to effect the above purposes;
- (e) Any other business pertaining to the business of the Town that may come before said meeting.

There were present at said recessed meeting the following: Mayor W. C. Dawson, and Aldermen D. C. Ware, B. M. Stewart, Elvin Hanna and Mac Dawson. Alderman W. O. Harrison was absent. The above being all members both present and absent, and a quorum being present, The Mayor called the meeting to order, and the following business was transacted, to-wit:

There came to be considered the matter of the real and personal property assessment rolls for the Town of Walnut Grove, Mississippi, for the year 1960, as prepared by the County Tax Assessor and approved and equalized by the County Authorities of Leake County so far as the same pertain to the real and personal property of said County, located within the Corporate limits of the Town of Walnut Grove, Mississippi, and it appearing that the Tax Collector has heretofore been authorized by this Board to copy the County Assessment rolls as to the

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property within the corporate limits of said Town and use and adopt the same as the Assessment rolls for the Town of Walnut Grove, Mississippi, and it appearing unto this Board that said Assessment rolls should be approved and adopted by the Town of Walnut Grove, Mississippi; therefore, on motion made, duly seconded, and affirmative vote of all members of the Board of Aldermen of the Town of Walnut Grove, Mississippi, it is ordered that the personal property and real property assessment rolls for 1960, for the Town of Walnut Grove, Mississippi, as presented to the Board of Aldermen as to all taxable property within the corporate limits of said Town be, and they are hereby approved and adopted as the Assessment rolls of the Town of Walnut Grove, Mississippi.

There came on for consideration the matter of approving the budget for the period October 1, 1960-September 30, 1961, which was offered as

follows:	Actual Amount to 7/31/60	Estimated 2 Months	Actual Amount Preceding Year	Budgeted Amount Ensuing Year
<u>General Fund:</u>				
Revenue :				
Local Sources:				
Advalorem Tax	\$3,402.30	None	\$3,402.30	\$4623.28
License and Permits	55.76	30.00	85.76	120.00
Fines	215.00	35.00	250.00	300.00
Miss Power Co Franchise	340.53	None	340.53	300.00
Local Services	\$4,013.59	65.00	\$4,078.59	\$5343.28
Outside Sources:				
Sales Tax-Municipal Aid	\$1,647.93	None	\$1,647.93	\$1,600.00
Municipal Aid	332.21	None	332.21	300.00
	\$1,980.14		\$1,980.14	\$1,900.00
<u>County of Leake:</u>				
Adv. Revenue	\$ 141.41	None	\$ 141.41	\$ 140.00
Road and Bridge	317.24	None	317.24	300.00
Auto Advalorem	973.53	15.00	988.53	900.00
	\$1,290.77	15.00	\$1,305.77	\$ 1,340.00
Total Anticipated & Budgeted Revenues	\$7,284.50	15.00	\$7,299.50	\$ 8,583.28
Expenditures for next year budgeted				20,022.00
Amount necessary to raise by Taxes				8,532.35
Estimated lost Taxes				50.93

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EXPENDITURES:	Actual Amount to 7/31/60	Estimated 2 Months	Actual Amount Preceding Year	Budgeted Amount Ensuing Year
SUPERVISION & Finance:				
Police Dept-Marshall	\$1,727.61	\$300.00	\$2,027.61	\$2,000.00
Salaries, other	959.00	170.00	1,020.00	1,020.00
Social Security	175.25	-0-	175.25	180.00
Stationery & Min Book	61.76	-0-	61.76	72.00
Certified Copy of Ch.	10.00	-0-	10.00	-0-
Dues MMA	65.00	-0-	65.00	65.00
Auditing Books	150.00	-0-	150.00	150.00
Legal Services	-0-	120.00	120.00	120.00
Advertising Resources	250.00	-0-	250.00	100.00
Bonds	-0-	31.50	31.50	35.00
Insurance	25.60	-0-	25.60	30.00
Engineering Services	200.00	111.11	311.11	500.00
Travel in connection with Sewer System	102.63	-0-	102.63	200.00
Rent of Equipment-Office	169.50	-0-	169.50	-0-
Misc. Supplies	40.85	-0-	40.85	50.00
Maintenance of Streets	394.04	60.00	454.04	600.00
Rent Street Equipment	160.00	160.00	320.00	80.00
Gas and Repairs	68.31	12.00	90.31	120.00
Sanitation	127.87	30.00	157.87	160.00
Upkeep Town Square	71.00	10.00	81.00	90.00
Utilities	274.22	59.34	333.56	350.00
	<u>\$4,923.64</u>	<u>\$1063.95</u>	<u>5997.58</u>	<u>5922.00</u>
Debt Retirement	-0-	-0-	-0-	2,100.00
Capital Outlay, Sewer and Waterworks				12,000.00
	<u>\$4,923.64</u>	<u>\$1063.95</u>	<u>\$5997.58</u>	<u>\$20,022.00</u>
			9/30/60 Estimated	
Cash on Hand:				
General Town Fund	6,939.13	-0-		
Street Fund	5,614.47			
Totals	<u>\$12,553.60</u>		11,489.65	
Estimated Lost Taxes				(50.93)
Cash on Hand				11,489.65
Necessary to raise by taxes Budgeted Revenues				<u>8,583.28</u>
Total Needed for Year				<u>\$20,022.00</u>

On motion duly made and seconded, it was ordered by affirmative vote of all members present that the above be approved as the budget for the year ended September 30, 1961.

So ordered this the 11th day of August, 1960.

W. J. Harrison
Mayor

Essie J. Harrison
Clerk

The Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi, took up for consideration the matter of constructing a waterworks system and a sanitary sewerage system for said Town; and after a discussion of the subject, Alderman D. C. Ware offered and moved the adoption of the following resolution:

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE TOWN OF WALNUT GROVE, MISSISSIPPI, AT WHICH THERE SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF SAID TOWN CERTAIN PROPOSALS FOR THE ISSUANCE OF BONDS FOR THE PURPOSE OF CONSTRUCTING A WATERWORKS SYSTEM AND A SANITARY SEWERAGE SYSTEM FOR SAID TOWN.

WHEREAS, the Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi, do now find and determine that it is necessary and advisable and to the best interest of the said Town and its inhabitants that a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities be provided in and for the said Town; and

WHEREAS, the Mayor and Board of Aldermen have caused an estimate of the cost of the aforesaid work to be prepared by a competent engineer; and

WHEREAS, the said Mayor and Board of Aldermen do now find from the estimate made, as aforesaid, that the cost of the aforesaid improvements, including costs necessarily incidental thereto, will be One Hundred Eighty-two Thousand Three Hundred Dollars (\$182,300.00); and

WHEREAS, under the Constitution and Laws of the State of Mississippi, including Chapter 493, Laws of Mississippi, 1950, as amended (Section 3598-01 et seq., Mississippi Code of 1942 Annotated),

the said Town of Walnut Grove, Mississippi, is authorized to incur indebtedness for various purposes, including the construction of a waterworks system and appurtenant facilities and the construction of a sanitary sewerage system and appurtenant facilities, in an amount which, including existing indebtedness, will not exceed Fifteen per centum (15%) of the assessed valuation of taxable property within said Town, as ascertained by the last completed assessment; and

WHEREAS, the Town of Walnut Grove, Mississippi, is authorized under the provisions of Chapter 494, Laws of Mississippi, 1950, as amended (Section 3519-07 et seq., Mississippi Code of 1942 Annotated), to issue water and sewerage revenue bonds for various purposes, including the construction of a waterworks system and appurtenant facilities and the construction of a sanitary sewerage system and appurtenant facilities, or both; said bonds to be payable solely from revenues to be derived from the operation of such waterworks system and sewerage system of said Town; and

WHEREAS, the assessed valuation of taxable property within the Town of Walnut Grove, Mississippi, as ascertained by the last completed assessment is: Real property One Hundred Twenty-five Thousand Four Hundred Fifty-five Dollars (\$125,455.00); personal property, exclusive of motor vehicles, Seventy-six Thousand Twenty-five Dollars (\$76,025.00); public utilities Forty Thousand Seventy-two Dollars (\$40,072.00); motor vehicles Forty-seven Thousand One Hundred Seventy-three Dollars (\$47,173.00), or a total combined assessed valuation of Two Hundred Eighty-eight Thousand Seven Hundred Twenty-five Dollars (\$288,725.00); and

WHEREAS, the said Town of Walnut Grove, Mississippi, now has no outstanding bonded or floating indebtedness; and

WHEREAS, the Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi, do find and determine that it is necessary

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and to the best interest of the said Town and its inhabitants to provide funds to meet the cost of constructing a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities for said Town by and through the issuance of general obligation waterworks and sewerage systems bonds in the maximum amount of Forty Thousand Dollars (\$40,000.00) and waterworks and sewerage systems revenue bonds of said Town in the maximum amount of One Hundred Twenty-four Thousand Dollars (\$124,000.00); and

WHEREAS, the difference between the above general obligation and revenue bonds and the total estimated cost of said project is Eighteen Thousand Three Hundred Dollars (\$18,300.00), of which sum Six Thousand Three Hundred Dollars (\$6,300.00) has been provided by a Public Health Grant, and the sum of Twelve Thousand Dollars (\$12,000.00) is to be paid out of available funds now available in the Town Treasury; and

WHEREAS, the amount of general obligation bonds hereinabove set forth will not exceed any constitutional or statutory limit of indebtedness; and

WHEREAS, the amount of revenue bonds hereinabove set forth is not subject to any constitutional or statutory limit of indebtedness; and

WHEREAS, under the Constitution and Laws of the State of Mississippi, the aforesaid general obligation bonds may be issued if the issuance thereof be assented to by a majority of three-fifths (3/5ths) of the qualified electors of said Town who vote in an election held for that purpose; and

WHEREAS, under the Constitution and Laws of the State of Mississippi, the aforesaid waterworks and sewerage systems revenue

bonds may be issued if the issuance thereof be assented to by a majority of the qualified electors of said Town voting on the proposition at an election to be held for that purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF WALNUT GROVE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi, hereby declare their intention to issue the general obligation waterworks and sewerage systems bonds of the said Town in the amount of Forty Thousand Dollars (\$40,000.00) and the waterworks and sewerage systems revenue bonds of the said Town in the amount of One Hundred Twenty-four Thousand Dollars (\$124,000.00) for the purpose of providing funds to pay the cost of constructing a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities in and for said Town.

SECTION 2. That a special election shall be and the same is hereby called and ordered to be held in the said Town of Walnut Grove, Mississippi, on Saturday, the 10th day of September, 1960, for the purpose of submitting to the qualified electors thereof the following propositions:

PROPOSITION NO. 1

Shall the Town of Walnut Grove, Mississippi, issue its general obligation bonds in the maximum amount of Forty Thousand Dollars (\$40,000.00) for the purpose of paying part of the cost of constructing a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities in and for said Town?

PROPOSITION NO. 2

Shall the Town of Walnut Grove, Mississippi, issue its waterworks and sewerage systems revenue bonds in the maximum amount of One Hundred Twenty-four Thousand Dollars (\$124,000.00) for the purpose of paying part of the cost of constructing a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities in and for said Town?

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SECTION 3. That the said election shall be held at the usual polling place in the said Town, to-wit; the Town Hall of the Town of Walnut Grove, Mississippi, and the polling place shall be open at the hour of 8:00 A. M. and shall remain open until the hour of 6:00 P. M. on the date of said election.

SECTION 4. That the ballots to be used at said election shall be in substantially the following form, to-wit:

OFFICIAL BALLOT

SPECIAL BOND ELECTION

TOWN OF WALNUT GROVE, MISSISSIPPI

Saturday, the 10th day of September, 1960

(Vote separately on each proposition)

PROPOSITION NO. 1

Shall the Town of Walnut Grove, Mississippi, issue its general obligation bonds in the maximum amount of Forty Thousand Dollars (\$40,000.00) for the purpose of paying part of the cost of constructing a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities in and for said Town?

FOR THE BOND ISSUE

.....
.....
.....

AGAINST THE BOND ISSUE

.....
.....
.....

(Instruction to voter: Place a cross (x) or check (v) opposite your choice.)

PROPOSITION NO. 2

Shall the Town of Walnut Grove, Mississippi, issue its waterworks and sewerage systems revenue bonds in the maximum amount of One Hundred Twenty-four Thousand Dollars (\$124,000.00) for the purpose of paying part of the cost of constructing a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities in and for said Town?

FOR THE BOND ISSUE



AGAINST THE BOND ISSUE



(Instruction to voter: Place a cross (x) or check (v) opposite your choice.)

On the reverse of each ballot there shall be printed substantially the following:

OFFICIAL BALLOT

SPECIAL BOND ELECTION

TOWN OF WALNUT GROVE, MISSISSIPPI

Saturday, the 10th day of September, 1960

Town Hall Precinct

SECTION 5. That the said election shall be held and conducted by the Election Commissioners of the Town of Walnut Grove, Mississippi, in all respects in accordance with the Statutes provided therefor and as other elections are held in said Town, and J. S. Chadwick is designated to have the ballots for said election prepared. After the close of the polls on the date of the election, the Election Commissioners shall proceed to ascertain the results of the said election and to make due report thereof to the Mayor and Board of Aldermen of said Town.

SECTION 6. That, there being no newspaper published in the Town of Walnut Grove, Mississippi, notice of the said election shall be given by the Town Clerk by publication once a week for not less than three (3) consecutive weeks in the Carthaginian, a newspaper published in Leake County, Mississippi, and having a general circulation in said Town of Walnut Grove, Mississippi; the first publication of said notice shall be made not less than twenty-one (21) days prior to said election and the last publication

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shall be made not more than seven (7) days prior to the date of said election. The said notice shall be in substantially the following form, to-wit:

NOTICE OF SPECIAL BOND ELECTION

TOWN OF WALNUT GROVE, MISSISSIPPI

NOTICE is hereby given to the qualified electors of the Town of Walnut Grove, Mississippi, that a special election will be held in said Town on

Saturday, the 10th day of September, 1960,

at which there shall be submitted to the qualified electors of said Town the following propositions, to-wit:

PROPOSITION NO. 1

Shall the Town of Walnut Grove, Mississippi, issue its general obligation bonds in the maximum amount of Forty Thousand Dollars (\$40,000.00) for the purpose of paying part of the cost of constructing a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities in and for said Town?

PROPOSITION NO. 2

Shall the Town of Walnut Grove, Mississippi, issue its waterworks and sewerage systems revenue bonds in the maximum amount of One Hundred Twenty-four Thousand Dollars (\$124,000.00) for the purpose of paying part of the cost of constructing a waterworks system and appurtenant facilities and a sanitary sewerage system and appurtenant facilities in and for said Town?

The said election will be held at the Town Hall of the Town of Walnut Grove, Mississippi, in said Town, and the said polling place will be open from the hour of 8:00 A. M. until the hour of 6:00 P. M. on the date of said election.

All qualified electors of said Town will be entitled to vote at the said election.

By order of the Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi, this the 11th day of August, A. D., 1960.

Town Clerk

A copy of the notice, in substantially the form aforesaid, shall be posted by the Town Clerk at least twenty-one (21) days next preceding the date of said election at three (3) public places in said Town.

SECTION 7. That a certified copy of this resolution shall be prepared by the Town Clerk and delivered by said Clerk to the Election Commissioners within and for the said Town of Walnut Grove, Mississippi, which certified copy so delivered shall operate as a warrant and authority of said Election Commissioners to hold and conduct the said election herein provided for and on the date herein fixed.

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Alderman Elvin Hanna seconded the motion to adopt the foregoing resolution, and, the question being put to a roll call vote, the result was as follows:

- Alderman D. C. Ware voted "yea".
- Alderman Elvin Hanna voted "yea".
- Alderman B. M. Stewart voted "yea".
- Alderman Mac Dawson voted "yea".
- Alderman W. O. Harrison absent and not voting.

The motion having received the affirmative vote of all the Aldermen present, the Mayor declared the motion carried and the resolution adopted, this the 11th day of August, A. D., 1960.

W. O. Harrison
Mayor

ATTEST:

Essie F. Harrelson
Town Clerk

There came on for consideration the matter of employing an Engineer for the necessary survey and designs for the accomplishment of the construction of a water distribution system and sanitary sewer system for the Town of Walnut Grove, Mississippi; and,

It appearing unto the Mayor and Board of Aldermen that Lester Engineering Company, Inc., consulting engineers, of Jackson, Mississippi, Horace B. Lester, Principal, has heretofore made a preliminary study of said water works and sanitary sewer system and that the Town is well satisfied with his services and that it would be to the best interest of the Town of Walnut Grove, Mississippi, to enter into a contract with said Lester Engineering Company, Inc., of Jackson, Mississippi; and,

It further appearing unto the Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi, that Lester Engineering Company, Inc., will do the usual engineering services regularly expected on such project as recognized in the Manual of Professional Engineers for a fee of seven per centum (7%) of the total cost of such project; and,

It further appearing that it would be to the best interest of said Town of Walnut Grove, Mississippi, to enter into a written contract with said Lester Engineering Company, Inc., for said services; and,

After a full discussion of the services to be performed and the compensation to be paid therefor, there was exhibited before the Mayor and Board of Aldermen a contract embracing the agreement of the parties, that is the agreement of the Town and said Lester Engineering Company, Inc., of Jackson, Mississippi, hereinafter set forth at length herein;

Upon motion made and duly seconded, and on affirmative vote of all Aldermen present, it is ordered:

(1) That W. C. Dawson, Mayor, be and he is hereby authorized to execute said contract with Lester Engineering Company, Inc.;

(2) That Essie F. Harrelson, Town Clerk, be authorized to furnish the Housing and Home Finance Agency with such certified copies of this order and the contract as said agency may require;

(3) That said contract is to be inserted in these minutes, and that it is in words and figures, as follows, to-wit:

" CONTRACT FOR ENGINEERING SERVICES

"This agreement made and entered into this the 11th day of August, 1960, by and between the Town of Walnut Grove, Mississippi, hereinafter referred to as the Town and the Lester Engineering Company, Inc., Consulting Engineers of Jackson, Hinds County, Mississippi, hereinafter referred to as the "Engineer",

WITNESSETH:

"WHEREAS, the Town employed the Engineer to make a study of water distribution and of the collection, and disposal of sanitary sewage from the Town; and

"WHEREAS, the Mayor and Board of Aldermen of the Town of Walnut Grove now believe it to be the Town's best interest to construct a water distribution and sanitary sewer system; and

"WHEREAS, the Town is in need of professional engineering services for the necessary survey and designs for the accomplishment of the above stated objectives; and

"WHEREAS, the Mayor and Aldermen have selected the Lester Engineering Company, Inc., with Horace B. Lester (a Registered Professional Engineer in Mississippi) as Principal, to provide such engineering services; and

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"WHEREAS, the Engineer is desirous of performing these professional engineering services for the Town of Walnut Grove;

"NOW, THEREFORE, for and in consideration of the mutual benefits hereinafter set forth the parties hereto do mutually contract and agree as follows:

"ARTICLE "A" STATEMENT OF SERVICES

"The Engineer agrees to furnish all professional engineering services as required by the aforesaid client for the necessary studies, surveying, planning, design and general supervision of construction of the contemplated work as outlined below:

"The Engineer agrees to provide the plans, specifications, contract, documents and other data required for the construction of a water distribution and sanitary sewer system for the Town of Walnut Grove, Mississippi.

- "1. This work shall include the preparation of said plans, specifications and contract documents for use in the construction of the various components of the work contemplated herein.
- "2. The Engineer agrees to prepare the detailed construction drawings, detailed specifications, permits and other administrative forms necessary to construct the work contemplated herein. The Engineer further agrees to revise plans and prepare change orders as required during the progress of the work.

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- "3. The Engineer agrees to perform any property surveys and other incidental work that might be required by the client for use in furthering the work contemplated herein.
- "4. The Engineer agrees to provide the necessary services to direct from the Engineering standpoint, the construction of the contemplated works.
- "(a) These services will include the establishment of construction control by field survey parties and other survey effort necessary for accomplishment of the construction but does not include surveys for Rights-of-Way and property acquisition.
- "(b) The Engineer will furnish general supervision of the field and inspection staff in performance of their duties.
- "(c) The Engineer will issue the necessary instructions to Contractors for proper execution of the work.
- "(d) The Engineer will make the necessary measurements of work quantities to be used as a basis for estimating purposes. The Engineer will prepare progress and final estimates for the purpose of determining the amount of compensation due to the Contractors by the client.
- "(e) The Engineer will furnish certifications for payments to the Contractor and other purposes as required.

- "5. The Engineer agrees to furnish general supervision of any soil borings, laboratory tests, analyses, and other work necessary for a thorough design of the work.
- "6. The Engineer agrees to furnish all field supervisory personnel, survey parties, technical assistants, technicians, draftsmen, computers, and other personnel together with all equipment, tools, and transportation necessary for making any investigations and studies for the work.
- "7. The Engineer agrees to deliver three copies of all plans and specifications to the Client without charge and as many additional sets of plans and specifications as the Client might require at the cost of printing the plans and specifications.
- "8. The Engineer agrees to schedule the work in order to conform to the overall plan as directed by the Client.
- "9. The Engineer or a qualified representative of the Engineer will attend bid openings and prepare and submit to the client tabulations of bids received.
- "10. The Engineer further agrees to perform or accomplish such additional Engineering and administrative effort as outlined in Annex "A" of this agreement.

"ARTICLE "B" COMPENSATION TO THE ENGINEER

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"The Town of Walnut Grove, Mississippi, agrees to pay the Engineer compensation for services performed under this Contract in accordance with the recommendations of the Mississippi Society of Professional Engineers as published in the 1960 Manual of Engineering Practices. The Town of Walnut Grove, Mississippi is hereinafter referred to as the Client.

"1. Normal Engineering Services under this Contract are to be compensated for by the use of the method which uses a percentage of the "total estimated construction cost as basis".

"The percentages of the total estimated construction cost applicable to the work to be performed under this Contract are as follows:

"(a) For surveys, designs, specifications and contract documents the Client agrees to pay the Engineer a sum equal to 4.55 percent of the total estimated cost of construction.

"(b) For construction control and general supervision of construction, the Client agrees to pay the Engineer a sum equal to 2.45 percent of the total estimated cost of construction.

"(c) The Client agrees to pay the Engineer for preliminary plans on work discontinued or deferred a sum equal to One per cent of the total estimated cost of construction of the portion discontinued or deferred.

"2. Special Engineering Services under this contract are to be compensated as follows:

"(a) Technical services such as laboratory testing and similar work shall be compensated for at the amount of the invoice plus five (5) percent which shall be construed to compensate the Engineer for fiscal cost connected with the work.

"(b) Special services by the Engineer's personnel will be compensated for in accordance with the following schedule. These services shall include inspection of construction, resident supervision, and other services not covered in the normal engineering services contemplated in this contract and described in Paragraph one above.

"(1) The Engineer shall maintain an accurate record of salaries and payroll expenses paid to all employees directly engaged on work for the Client. These salaries shall include all compensation paid to employees for work under this contract and any necessary travel time performed during regular working hours.

"(2) To the sum of the actual salaries shall be added an overhead cost allowance equivalent to sixty (60) percent of the actual salaries described in the preceding paragraph.

"(c) It is expressly understood that compensation will not be provided for the Principal with exception to the time spent by the Principal in litigation, and for other demands for the Principal's time made by the Client for services not contemplated under the work proposed herein. It being further understood that the Principal's time so utilized shall be compensated for at a rate of \$20.00 per hour with a maximum of eight hours in any one day.

"(d) The total estimated cost of construction shall be determined by applying the unit price prevailing in the area at the time of preparation of estimates to the quantities of work outlined on the plans and necessary for construction of the work.

"(e) Unit prices for estimating purposes shall be subject to the approval of the Client. Unit prices for estimates upon which Engineer's fees are based and for work, the construction of which is to be supervised by the Engineer, and for that portion let to contract within one year of acceptance of plans and specifications by the Client shall be and are hereby made the same as the unit prices listed on the Contract award and quantities shall be adjusted to agree with those on the Contractor's final estimate.

"ARTICLE "C" SCHEDULE OF PAYMENT

"1. Statements and invoices shall be submitted to the Client for approval before being authorized for payment.

"Partial payments will be made to the Engineer at intervals during prosecution of the work. These intervals are to be determined by the Client at their convenience, provided however that no interval in which work is performed shall exceed three months without a partial payment in accordance with the provisions of this agreement.

"Partial payments are to be determined from progress reports submitted by the Engineer, a review of the work by the Client, and other supporting documents as the Client might require. The amount of partial payments shall be the amount adjudged appropriate by the Client, but shall not exceed 90 percent of the estimated earned fee.

"The total amount due the Engineer for plans and specifications for any portion of the work shall be paid within 90 days after acceptance of the plans and specifications for that particular portion of the work by the Client.

"The total amount due the Engineer for construction control shall be paid within 90 days after acceptance of any portion of all of the work from the Contractor by the Client.

"2. Payment of compensation for services covered in this Contract shall be made in the next succeeding month following the submission of statements and invoices to the Client.

"3. It is also agreed and understood that payment for the work described herein is subject to the approval of Mayor and Board of Aldermen and such work shall be subject to the approval by the appropriate agencies before release of funds for payment.

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"ARTICLE "D" COORDINATION

- "1. The Engineer agrees to be available to the Client and/or his representatives and attorneys for any study, consultation, advice, planning or such other needs as might be required during the development of the proposed project.
- "2. The Engineer agrees to coordinate the Engineering work with any and all public bodies having legal jurisdiction over the client.
- "3. Responsibility of the Engineer - The Engineer is responsible for the technical design and supervision of construction of the Project.

"Should his design or decision for any reason be changed in a way which jeopardizes the safety or economy of the Project in his opinion, the Engineer may request a written release from responsibility for the part of the Project in question. The Engineer recognizes his professional obligation to perform his services in such a way that the Client's interests are protected; that information entrusted to the Engineer by the Client will be treated in confidence, and that the costs are kept to the minimum consistent with the realization of a safe, economical and successful Project.

- "4. The Engineer agrees to special conditions of coordination as outlined in Annex "B" attached hereto.

"ARTICLE "E" LIABILITY

"The Engineer shall comply with all local, State and Federal laws pertinent to the work being performed.

"The Engineer shall carry public liability insurance of not less than \$10,000.00/\$20,000.00; property damage of \$5,000.00; and Workmen's Compensation coverage.

"ARTICLE "F" RECORDS

"The Engineer hereby agrees to regular and periodic inspections by a representative of the Client of any files, records, or reports maintained in the Offices of the Engineer and pertaining to the work covered in this Contract. This inspection shall include payroll sheets, time cards, invoices, test reports and similar data upon which statements to the Client are based.

"ARTICLE "G" TERMINATION

"Termination of this Contract may be made at any time by the Client under conditions mutually satisfactory to the parties hereto. Both parties may terminate the Contract upon abandonment or discontinuance of the work. The Client may terminate the contract upon failure of the Engineer to perform the services specified herein, provided that such services have not been performed within thirty (30) day's notice to the Engineer, in writing of any failure on the Engineer's part to perform such services.

"The Engineer may terminate the contract upon failure to receive from the Client its compensation as provided herein. Provided, however, that in event of termination prior to completion of the work the Engineer will be compensated for that portion of the work completed by him within the provisions of this Contract, subject to the conditions set forth above, shall continue in force until completion of the work and final payment for all services rendered in connection therewith.

"IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives this the 11th day of August, A. D., 1960.

TOWN OF WALNUT GROVE

LESTER ENGINEERING COMPANY, INC.

W. C. Dawson, Mayor

Horace B. Lester, President

ATTEST: _____

"ANNEX "A"

"The Engineer agrees to:

- "(1) Submit a report twice a month to you, with a copy for the HHFA Field Engineer, covering the general progress of the job and describing any problems or factors contributing to delay.
- "(2) Provide trench-side inspection and supervision of the project as necessary for sound construction practice.
- "(3) Collect and submit copies of weekly payrolls from all contractors and subcontractors for compliance with the labor standards provisions of the construction contracts. A copy of each payroll will be furnished to the HHFA Field Engineer.
- "(4) Prepare a construction schedule and maintain it during construction.

"ANNEX "B"

"Particular reference is hereby made to the portions of the work for which the Town of Walnut Grove contemplates participation in an advance for Public Planning. Authorization to proceed on such work shall be subject to concurrence by, and the approval of, the Community Facilities Administration of the Housing and Home Finance Agency and it is understood that the Engineer will not proceed with any portion of the work until he receives authorization to do so from said Town.

"It is also agreed and understood that if payment for any of the work is compensated for under the Community Facilities Loan Program, the work shall be subject to approval by the appropriate agencies and release of funds for payment."

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It was thereupon so ordered that said contract be executed as hereinabove provided, by the Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi.

There being no further business to be considered by the Mayor and Board of Aldermen of the Town of Walnut Grove, Mississippi, on motion duly made and seconded, the meeting was declared adjourned.

So Ordered this the 11th day of August, A.D., 1960.

W. J. ...
Mayor

Attest: E. ...
Town Clerk