

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 18, 2011 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Hisaw followed by the pledge of allegiance to the flag led by Alderman Greer.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - I

MOTION made by Alderwoman Peace and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-I. Items C and D will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF NEW PERMIT FEES

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved the new permit fees. **MOTION CARRIED 6 TO 1 WITH ALDERMAN CASHION VOTING “NO”**

APPROVE THE RE-APPOINTMENT OF JOSEPH A LARRY TO THE PARKS AND RECREATION ADVISORY BOARD

Upon presentation by Mike Cashion, Alderman Ward 6, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved the re-appointment of Joseph A Larry to the Parks and Recreation Advisory Board. **MOTION CARRIED UNANIMOUSLY**

ADOPTION OF THE 2010-2011 AMENDED BUDGET FOR NEW AND EXISTING FUNDS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved the adoption of the 2010-2011 amended budget for new and existing funds. **MOTION CARRIED UNANIMOUSLY**

RECEIVE THE CERTIFICATES OF ATTENDANCE FROM TAMRA MORGAN FOR ATTENDING THE FALL AND SUMMER SESSIONS OF THE MISSISSIPPI JUDICIAL COLLEGE

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board received the Certificates of Attendance from Tamra Morgan for attending the fall and summer sessions of the Mississippi Judicial College. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND ENTERGY, MS RELATED TO THE RELOCATION AND/OR REARRANGING OF ELECTRICAL FACILITIES OF ENTERGY NECESSITATED BY THE CONSTRUCTION OF THE PINEHAVEN DRIVE PROJECT

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Morgan the board authorized the Mayor to execute an agreement between the City of Clinton, Mississippi and Entergy, MS related to the relocation and/or rearranging of electrical facilities of Entergy necessitated by the construction of the Pinehaven Drive project. **MOTION CARRIED UNANIMOUSLY**

CONSIDERATION OF THE FINAL PLAT FOR SOUTHERN TRACE SUBDIVISION

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved the final plat for Southern Trace Subdivision. **MOTION CARRIED UNANIMOUSLY**

**AUTHORIZE THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND THE CLINTON PUBLIC
SCHOOL DISTRICT REGARDING THE ARROW DRIVE PROJECT**

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board authorized the Mayor to execute an Interlocal Agreement between the City of Clinton, Mississippi and the Clinton Public School District regarding the Arrow Drive project. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

**APPROVE THE ACCEPTANCE OF A \$1,153.60 DONATION FROM THE CLINTON
SOCCER ASSOCIATION FOR LIGHT REPAIRS TO THE SOCCER FIELDS IN
TRACEWAY PARK**

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the acceptance of a \$1,153.60 donation from the Clinton Soccer Association for light repairs to the soccer fields in Traceway Park. **MOTION CARRIED UNANIMOUSLY**

DECLARE AN EMERGENCY AT THE BRIGHTON WATER WELL

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board upon a finding of fact found that an emergency existed at the Brighton Water Well. The control panel that operates the water well had been damaged beyond repair and the operation of the well was compromised. This situation was a danger to the health, safety and welfare of the citizens of the City and a emergency was declared. The board also approved the approximate cost of \$35,000.00 in order to replace the control panel. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:37 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Barnett to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on November 1, 2011 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Auhman
Rosemary G. Auhman, Mayor

October 19, 2011
Date

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk

October 19, 2011
Date



Schedule of Fee's

Permit's	
Residential Square Ft. Value	\$100.00
Demolition	\$100.00 minimum or cost of job, whichever is greater
Utility Permit	\$50.00
Mobile Homes	\$125.00
Roofs	\$100.00
Co-locate Cell Towers "meter"	\$50.00
Fence	\$50.00
Garage Sale	\$10.00
Moving of Structure	\$200.00 or cost of job, whichever is greater
Swimming Pool's	Cost of Job
Tree Trimming	\$50.00
Parking	\$25.00 a car for 6 months
Signs	
Admin. Fee	\$25.00
Banners	\$25.00
1 – 49 Sq. Ft.	\$25.00 or cost of job, whichever is greater
50 – 99 Sq. Ft.	\$40.00 or cost of job, whichever is greater
100+ Sq. Ft.	\$60.00 or cost of job, whichever is greater
Sandwich Board	\$25.00, yearly
Electric Connection Fee	\$25.00
Inspections	
Grease Trap	\$50.00
Re-Inspection Fee	\$0.00
3 rd Inspection for same type	\$50.00
POD Storage Units	
15 Days	\$20.00
30 Days	\$40.00

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 001-GENERAL FUND</u>			
<u>RECEIPTS</u>			
Licenses and permits	883,800	44,700	928,500
State grants	275,928	85,000	360,928
State shared revenues	4,159,500	152,400	4,311,900
Grants from local units	85,000	1,900	86,900
Federal grants	86,000	152,000	238,000
Charges for services	11,500	(500)	11,000
Fines and forfeitures	450,000	63,700	513,700
Interest earned	20,000	(14,000)	6,000
Miscellaneous	220,850	272,140	492,990
Total receipts other than taxation	6,192,578	757,340	6,949,918
Beginning cash available	196,991	218,027	415,018
Total cash available other than taxes	6,389,569	975,367	7,364,936
Property taxes	6,278,414	(104,100)	6,174,314
Total Receipts From All Sources	12,667,983	871,267	13,539,250
<u>EXPENDITURES</u>			
General government:			
Elected officials:			
Personnel services	286,081	(1,000)	285,081
Supplies	10,000	(4,200)	5,800
Other services and charges	34,845	25,200	60,045
Capital outlay	0	0	0
Total elected officials	330,926	20,000	350,926
Court services:			
Personnel services	209,734	(4,700)	205,034
Supplies	6,300	0	6,300
Other services and charges	56,640	12,800	69,440
Capital outlay	0	0	0
Total court services	272,674	8,100	280,774
Administration:			
Personnel services	297,630	(8,028)	289,602
Supplies	19,300	0	19,300
Other services and charges	171,023	1,100	172,123
Capital outlay	0	32,200	32,200
Total administration	487,953	25,272	513,225

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 001-GENERAL FUND</u>			
<u>EXPENDITURES</u>			
General government:			
Community development:			
Personnel services	172,640	800	173,440
Supplies	11,200	(800)	10,400
Other services and charges	38,240	44,200	82,440
Capital outlay	0	0	0
Debt service	6,747	0	6,747
Total community development	228,827	44,200	273,027
Total general government	1,320,380	97,572	1,417,952
Public safety:			
Law enforcement:			
Personnel services	3,040,764	84,200	3,124,964
Supplies	214,202	163,862	378,064
Other services and charges	199,011	54,000	253,011
Capital outlay	0	105,390	105,390
Debt service	42,761	9,239	52,000
Total law enforcement	3,496,738	416,691	3,913,429
Fire protection:			
Personnel services	2,757,199	13,600	2,770,799
Supplies	151,700	48,162	199,862
Other services and charges	200,184	2,600	202,784
Capital outlay	0	0	0
Debt service	284,086	4,914	289,000
Total fire protection	3,393,169	69,276	3,462,445
Inspection:			
Personnel services	95,610	0	95,610
Supplies	11,150	0	11,150
Other services and charges	11,614	0	11,614
Capital outlay	0	0	0
Total inspection	118,374	0	118,374
Total public safety	7,008,281	485,967	7,494,248
Street:			
Personnel services	1,023,560	(84,000)	939,560
Supplies	210,750	111,200	321,950
Other services and charges	490,795	106,000	596,795
Capital outlay	223,000	(21,000)	202,000
Debt service	110,909	0	110,909
Total street	2,059,014	112,200	2,171,214

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 001-GENERAL FUND</u>			
<u>EXPENDITURES</u>			
Parks and recreation:			
Personnel services	846,059	(61,460)	784,599
Supplies	154,880	104,850	259,730
Other services and charges	182,554	27,605	210,159
Capital outlay	0	77,300	77,300
Debt service	500,152	0	500,152
Total parks and recreation	1,683,645	148,295	1,831,940
4 C's:			
Other services and charges	20,000	0	20,000
Total 4 C's	20,000	0	20,000
City buildings:			
Supplies	0	12,000	12,000
Other services and charges	0	23,300	23,300
Capital outlay	0	14,800	14,800
Total city buildings	0	50,100	50,100
Economic development:			
Personnel services	48,951	0	48,951
Supplies	2,175	0	2,175
Other services and charges	132,782	0	132,782
Capital outlay	0	0	0
Total economic development	183,908	0	183,908
Main street:			
Personnel services	54,417	0	54,417
Supplies	5,200	0	5,200
Other services and charges	10,500	0	10,500
Total main street	70,117	0	70,117
Transfers and other charges:	146,477	0	146,477
Total expenditures	12,491,822	894,134	13,385,956
Ending cash available	176,161	(22,867)	153,294
Total Expenditures and Ending Cash Available	12,667,983	871,267	13,539,250

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 100-TOURISM FUND</u>			
<u>RECEIPTS</u>			
Tourism taxes	125,000	(15,000)	110,000
Interest earned	2,000	(1,400)	600
Donations-private sources	500	19,300	19,800
Sales	21,000	0	21,000
Cost of sales	(15,250)	(3,050)	(18,300)
Other	500	820	1,320
Total receipts	133,750	670	134,420
Beginning cash available	75,313	24,713	100,026
Total Receipts From All Sources	209,063	25,383	234,446
<u>EXPENDITURES</u>			
Visitor center:			
Personnel services	39,365	0	39,365
Supplies	6,100	0	6,100
Other services and charges	27,072	0	27,072
Capital outlay	0	10,300	10,300
Total visitor center	72,537	10,300	82,837
Tourism promotion:			
Other services and charges	113,950	(10,300)	103,650
Total tourism promotion	113,950	(10,300)	103,650
Total expenditures	186,487	0	186,487
Ending cash available	22,576	25,383	47,959
Total Expenditures and Ending Cash Available	209,063	25,383	234,446

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 110-SPECIAL LAW ENFORCEMENT FUND</u>			
<u>RECEIPTS</u>			
Asset Foreiture-State of Mississippi	0	0	0
Asset Foreiture-USJ	5,000	35,000	40,000
Asset Foreiture-Local	0	5,000	5,000
Grant income	0	0	0
Interest earned	0	0	0
Donations	3,000	0	3,000
Proceeds from lease	0	17,291	17,291
Total receipts	8,000	57,291	65,291
Beginning cash available	29,842	(8,063)	21,779
Total Receipts From All Sources	37,842	49,228	87,070
<u>EXPENDITURES</u>			
Supplies	5,000	7,200	12,200
Other services and charges	5,000	(4,300)	700
Capital outlay	0	18,438	18,438
Debt service	0	960	960
Total expenditures	10,000	22,298	32,298
Ending cash available	27,842	26,930	54,772
Total Expenditures and Ending Cash Available	37,842	49,228	87,070

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

FUND 200-CLINTON PKWY B & I FUND

RECEIPTS

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
Homestead exemption reimbursement	0	0	0
Interest earned	0	0	0
Total receipts other than taxation	0	0	0
Beginning cash available	45,726	8,342	54,068
Total cash available other than taxes	45,726	8,342	54,068
Property taxes	318,658	0	318,658
Total Receipts From All Sources	364,384	8,342	372,726

EXPENDITURES

Commissions paid for collection	3,686	0	3,686
Debt service	311,988	0	311,988
Transfers	7,803	0	7,803
Total expenditures	323,477	0	323,477
Ending cash available	40,907	8,342	49,249
Total Expenditures and Ending Cash Available	364,384	8,342	372,726

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 210-TIF BOND & INT FUND-U/A</u>			
<u>RECEIPTS</u>			
Interest earned	500	0	500
Transfers from other funds	23,262	0	23,262
Receipt from hinds County	19,258	0	19,258
Total receipts	43,020	0	43,020
Beginning cash available	(401)	(667)	(1,068)
Total Receipts From All Sources	42,619	(667)	41,952
<u>EXPENDITURES</u>			
Debt service	42,520	0	42,520
Total expenditures	42,520	0	42,520
Ending cash available	99	(667)	(568)
Total Expenditures and Ending Cash Available	42,619	(667)	41,952

CITY OF CLINTON
 AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 215-TIF BOND & INT FUND-WALMART</u>			
<u>RECEIPTS</u>			
Transfers from other funds	74,515	0	74,515
Receipt from hinds County	35,000	0	35,000
Total receipts	109,515	0	109,515
Beginning cash available	4,429	1,239	5,668
Total Receipts From All Sources	113,944	1,239	115,183
<u>EXPENDITURES</u>			
Debt service	109,515	0	109,515
Total expenditures	109,515	0	109,515
Ending cash available	4,429	1,239	5,668
Total Expenditures and Ending Cash Available	113,944	1,239	115,183

**CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011**

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 218-TIF BOND & INT FUND-PKWY CTR</u>			
<u>RECEIPTS</u>			
Transfers from other funds	22,991	0	22,991
Receipt from hinds County	0	0	0
Total receipts	22,991	0	22,991
Beginning cash available	1,007	60	1,067
Total Receipts From All Sources	23,998	60	24,058
<u>EXPENDITURES</u>			
Debt service	22,991	0	22,991
Total expenditures	22,991	0	22,991
Ending cash available	1,007	60	1,067
Total Expenditures and Ending Cash Available	23,998	60	24,058

CITY OF CLINTON
 AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 219-TIF BOND & INT FUND-PURGON</u>			
<u>RECEIPTS</u>			
Transfers from other funds	54,580	0	54,580
Receipt from hinds County	0	0	0
Total receipts	54,580	0	54,580
Beginning cash available	4,144	1,132	5,276
Total Receipts From All Sources	58,724	1,132	59,856
<u>EXPENDITURES</u>			
Debt service	54,580	0	54,580
Total expenditures	54,580	0	54,580
Ending cash available	4,144	1,132	5,276
Total Expenditures and Ending Cash Available	58,724	1,132	59,856

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 225-HAMPSTEAD BLVD B & I FUND</u>			
<u>RECEIPTS</u>			
Homestead exemption reimbursement	0	0	0
Interest earned	0	0	0
Transfers	0	0	0
Special Assessments	28,930	0	28,930
Total receipts other than taxation	28,930	0	28,930
Beginning cash available	7,884	30,452	38,336
Total cash available other than taxes	36,814	30,452	67,266
Property taxes	303,485	0	303,485
Total Receipts From All Sources	340,299	30,452	370,751
<u>EXPENDITURES</u>			
Commissions paid for collection	3,511	0	3,511
Debt service	294,794	0	294,794
Transfers	7,434	0	7,434
Total expenditures	305,739	0	305,739
Ending cash available	34,560	30,452	65,012
Total Expenditures and Ending Cash Available	340,299	30,452	370,751

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 226-QUISENBERY LIBRARY B & I FUND</u>			
<u>RECEIPTS</u>			
Homestead exemption reimbursement	0	0	0
Interest earned	0	0	0
Total receipts other than taxation	0	0	0
Beginning cash available	548,406	48,741	597,147
Total cash available other than taxes	548,406	48,741	597,147
Property taxes	569,031	0	569,031
Total Receipts From All Sources	1,117,437	48,741	1,166,178
<u>EXPENDITURES</u>			
Commissions paid for collection	6,583	0	6,583
Debt service	573,484	0	573,484
Transfers	13,936	0	13,936
Total expenditures	594,003	0	594,003
Ending cash available	523,434	48,741	572,175
Total Expenditures and Ending Cash Available	1,117,437	48,741	1,166,178

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 302-ARRA-BRIDGE REPLACEMENT PROGRAM FUND</u>			
<u>RECEIPTS</u>			
Grant income-ARRA funds	100,000	77,276	177,276
Interest earned	0	0	0
Other revenue	0	0	0
Total receipts	100,000	77,276	177,276
Beginning cash available	0	(177,276)	(177,276)
Total Receipts From All Sources	100,000	(100,000)	0
<u>EXPENDITURES</u>			
Other services and charges	100,000	(85,832)	14,168
Total expenditures	100,000	(85,832)	14,168
Ending cash available	0	(14,168)	(14,168)
Total Expenditures and Ending Cash Available	100,000	(100,000)	0

**CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011**

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 303-ARRA-RADIO READ METER FUND</u>			
<u>RECEIPTS</u>			
Grant income-ARRA funds	400,000	16,269	416,269
Interest earned	0	0	0
Other revenue	0	0	0
Total receipts	400,000	16,269	416,269
Beginning cash available	0	(186,728)	(186,728)
Total Receipts From All Sources	400,000	(170,459)	229,541
<u>EXPENDITURES</u>			
Other services and charges	400,000	(170,459)	229,541
Total expenditures	400,000	(170,459)	229,541
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	400,000	(170,459)	229,541

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 304-ARRA-SOLID WASTE REMOVAL</u>			
<u>RECEIPTS</u>			
Grant income-ARRA funds	350,000	63,976	413,976
Interest earned	0	0	0
Other revenue	0	0	0
Total receipts	350,000	63,976	413,976
Beginning cash available	0	(413,976)	(413,976)
Total Receipts From All Sources	350,000	(350,000)	0
<u>EXPENDITURES</u>			
Other services and charges	350,000	(350,000)	0
Total expenditures	350,000	(350,000)	0
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	350,000	(350,000)	0

**CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011**

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 315-PINEHAVEN DRIVE CONSTR PROJ</u>			
<u>RECEIPTS</u>			
Grant income-MDOT	1,000,000	(533,859)	466,141
Interest earned	0	0	0
Other reimbursements	0	0	0
Transfer from other funds	0	0	0
Total receipts	1,000,000	(533,859)	466,141
Beginning cash available	11,083	176,851	187,934
Total Receipts From All Sources	1,011,083	(357,008)	654,075
<u>EXPENDITURES</u>			
Purchase of right-of-way	500,000	(28,525)	471,475
Other services and charges	500,000	(317,400)	182,600
Transfers	0	0	0
Total expenditures	1,000,000	(345,925)	654,075
Ending cash available	11,083	(11,083)	0
Total Expenditures and Ending Cash Available	1,011,083	(357,008)	654,075

**CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011**

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 327-LIBRARY CONSTR PROJ FUND</u>			
<u>RECEIPTS</u>			
Interest earned	0	1,143	1,143
Donation-private source	0	0	0
Transfer from other funds	0	0	0
Sale of bonds	0	0	0
Cost of bond issue	0	0	0
Total receipts	0	1,143	1,143
Beginning cash available	100,000	179,464	279,464
Total Receipts From All Sources	100,000	180,607	280,607
<u>EXPENDITURES</u>			
Other services and charges	100,000	(80,795)	19,205
Transfers	0	0	0
Total expenditures	100,000	(80,795)	19,205
Ending cash available	0	261,402	261,402
Total Expenditures and Ending Cash Available	100,000	180,607	280,607

**CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011**

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 328-PARKS & REC CONSTR PROJ FUND</u>			
<u>RECEIPTS</u>			
Proceeds from borrowing	0	0	0
Interest earned	0	0	0
Total receipts	0	0	0
Beginning cash available	0	1,444	1,444
Total Receipts From All Sources	0	1,444	1,444
<u>EXPENDITURES</u>			
Other services and charges	0	1,444	1,444
Total expenditures	0	1,444	1,444
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	0	1,444	1,444

**CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011**

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 330-HAMPSTEAD BLVD CONSTR PROJ</u>			
<u>RECEIPTS</u>			
Proceeds from other borrowing & reimbursements	0	0	0
Interest earned	0	1,126	1,126
Total receipts	0	1,126	1,126
Beginning cash available	0	294,101	294,101
Total Receipts From All Sources	0	295,227	295,227
<u>EXPENDITURES</u>			
Other services and charges	0	115,475	115,475
Transfers to other funds	0	0	0
Total expenditures	0	115,475	115,475
Ending cash available	0	179,752	179,752
Total Expenditures and Ending Cash Available	0	295,227	295,227

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 400-WATER AND SEWER OPERATIONS FUND</u>			
<u>RECEIPTS</u>			
Rents	74,000	0	74,000
Water sales	2,965,600	165,700	3,131,300
Sewer service charges	2,810,000	(109,300)	2,700,700
Fees and service charges	291,000	0	291,000
Interest	75,000	(58,400)	16,600
Proceeds from loans	1,000,000	1,008,500	2,008,500
Other	0	0	0
Total receipts	7,215,600	1,006,500	8,222,100
Beginning cash available	1,760,683	623,241	2,383,924
 Total Receipts From All Sources	 8,976,283	 1,629,741	 10,606,024
<u>EXPENDITURES</u>			
Water operations:			
Personnel services	907,739	0	907,739
Supplies	326,750	134,000	460,750
Other services and charges	576,267	40,000	616,267
Capital outlay	1,122,000	(373,000)	749,000
Debt service	513,646	0	513,646
Total water operations	3,446,402	(199,000)	3,247,402
Sewer operations:			
Personnel services	737,884	0	737,884
Supplies	396,750	0	396,750
Other services and charges	1,021,218	0	1,021,218
Capital outlay	30,000	1,519,000	1,549,000
Debt service	1,238,968	0	1,238,968
Total sewer operations	3,424,820	1,519,000	4,943,820
Total expenditures	6,871,222	1,320,000	8,191,222
Ending cash available	2,105,061	309,741	2,414,802
 Total Expenditures and Ending Cash Available	 8,976,283	 1,629,741	 10,606,024

**CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011**

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 450-GARBAGE COLLECTION FUND</u>			
<u>RECEIPTS</u>			
Refuse collection charges	1,461,600	0	1,461,600
Interest earned	10,000	(7,000)	3,000
Proceeds from lease	0	0	0
Total receipts	1,471,600	(7,000)	1,464,600
Beginning cash available	457,452	305,310	762,762
Total Receipts From All Sources	1,929,052	298,310	2,227,362
<u>EXPENDITURES</u>			
Supplies	61,500	15,000	76,500
Other services and charges	1,483,577	125,800	1,609,377
Capital outlay	0	0	0
Debit service	21,306	0	21,306
Total expenditures	1,566,383	140,800	1,707,183
Ending cash available	362,669	157,510	520,179
Total Expenditures and Ending Cash Available	1,929,052	298,310	2,227,362

**CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011**

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 500-SELF-FUNDED GROUP INS FUND</u>			
<u>RECEIPTS</u>			
Contributions from participants	1,348,684	289,316	1,638,000
Total receipts	1,348,684	289,316	1,638,000
Beginning cash available	37,259	(259,656)	(222,397)
Total Receipts From All Sources	1,385,943	29,660	1,415,603
<u>EXPENDITURES</u>			
Other services and charges	1,351,950	581,805	1,933,755
Total expenditures	1,351,950	581,805	1,933,755
Ending cash available	33,993	(552,145)	(518,152)
Total Expenditures and Ending Cash Available	1,385,943	29,660	1,415,603

CITY OF CLINTON
AMENDED BUDGET OF ESTIMATED RECEIPTS AND EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

	Adopted Budget for 2010-2011 *****	Proposed Amendments *****	Amended Budget for 2010-2011 *****
<u>FUND 603-UNEMPLOYMENT COMPENSATION FUND</u>			
<u>RECEIPTS</u>			
Interest	0	0	0
Contribution from funds	0	0	0
Total receipts	0	0	0
Beginning cash available	22,438	7,637	30,075
Total Receipts From All Sources	22,438	7,637	30,075
<u>EXPENDITURES</u>			
Other services and charges	15,000	0	15,000
Total expenditures	15,000	0	15,000
Ending cash available	7,438	7,637	15,075
Total Expenditures and Ending Cash Available	22,438	7,637	30,075



2011 Fall Professional Judicial Development

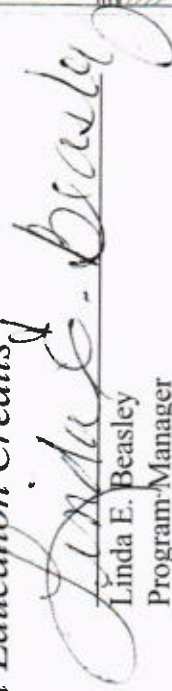
The Mississippi Judicial College certifies that

TAMRA MORGAN

*Attended the above program
at the Jackson Marriott in Jackson, Mississippi
on September 7-8, 2011*

*and is awarded Continuing Judicial Education Credits
6 hours*


Cynthia D. Davis
Director
Mississippi Judicial College
The University of Mississippi Law Center


Linda E. Beasley
Program Manager
Mississippi Judicial College
The University of Mississippi Law Center



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Tamra Morgan

for having attended the
Municipal Court Clerks Statewide Seminar
Jackson Marriott ~ Jackson, Mississippi
September 8-9, 2011

conducted by the
Mississippi Judicial College

Linda E. Barker
Program Manager

[Signature]
Director



Certificate of Attendance

The Mississippi Municipal Court Clerk's Association
Awards this Certificate to

Pamra Morgan

for attending the

Mississippi Municipal Court Clerk's Association
Summer Seminar

June 27-28, 2011

Hollywood Casino - Bay St. Louis, Mississippi

Carolyn F. Hamilton

Carolyn F. Hamilton, MMCCA President

**Interlocal Agreement
Between
the City of Clinton, Mississippi
And the
Clinton Public School District**

This Interlocal Agreement ("Agreement") is made and entered into between the City of Clinton, Mississippi ("City"), acting through its duly authorized Mayor and Board of Aldermen, and the Clinton Public School District ("District"), acting through its Board of Trustees, pursuant to the provisions of §17-13-1, *et seq.*, of the Mississippi Code of 1972, as amended (the "Interlocal Cooperation Act of 1974").

Article I: Background and Objectives:

The District operates several schools, two of which, Clinton Park Elementary School and Clinton High School, are both located on the same public street, Arrow Drive. The District is currently building a third school on Arrow Drive. The three schools are all on sixteenth section land. Arrow Drive crosses the sixteenth section, providing access to all three schools. Because of the increased traffic from the three schools, Arrow Drive needs significant improvements, including a center lane and turn lanes as well as additional improvements to a connecting road, Cynthia Road (collectively the "Project"). Arrow Drive and Cynthia Road are, and will remain, public city streets, i.e., owned, operated and maintained by the City of Clinton.

The District was initially considering building its own acceleration/deceleration or traffic stacking lanes on the sixteenth section property, thereby connecting the schools' drive ways to Arrow Drive. The costs to the District would be approximately the same as the much more beneficial roadway improvements the City could undertake under the MDOT Grant, as described below. The City advises that it can undertake the Project if it receives a grant from the Mississippi Department of Transportation ("MDOT") for 80% of the costs of the Project (the "MDOT Grant"). The MDOT Grant requires the City to fund the remaining 20% of the costs, from whatever source. The City has requested the District to contribute the remaining 20% and certain related costs.

The Clinton Public School District has proposed to combine the efforts of the City and the District, as each entity has determined that the result of the cooperation will achieve maximum efficiency for governmental services at a minimum cost to the taxpayers of the City and the District, the majority of whom pay taxes to each entity, and will allow more efficient utilization of limited resources for providing services to the public.

Article II: Obligations of the City of Clinton:

The City of Clinton's obligations:

- Act as the owner of the project and direct activities of the engineer, contractor and other design professionals.
- Act as the liaison with MDOT.

- Secure the 80% federal match for construction and CE&I services.
- All construction contracts, including the Engineering Contract (defined below), will be subject to approval by both the City and the District prior to execution and all plans, designs and specifications for the Project will be subject to the approval of both the City and the District.

Article III: Obligations of the Clinton Public School District

The Clinton Public School District's obligations:

- Pay for certain costs of the Project as necessary for the City to obtain the 80% federal match for construction and CE&I services through the MDOT Grant, as follows:
 - Pay for 100% of the design engineering costs, not to exceed a maximum of \$250,000.00.
 - Pay for the 20% matching costs for construction and CE&I services, not to exceed a maximum aggregate of \$318,000.00 unless otherwise agreed by the parties in writing.
- Provide easements and rights-of-way as required for construction of the Project.

Article IV: Design Engineering Costs

It is anticipated by the parties that the cost of design engineering will be ascertained on or about mid-December, 2011, and that the costs will be communicated in writing to the City and the District by the design engineering firm. The parties agree that this cost will be paid by District and that the District shall pay to the City the cost of design engineering within 30 days of the determination of this cost and the approval of this Agreement as provided in Article XVII, subject to the maximum amount provided in Article II. The City shall deposit this payment in its usual course of business and make payment as determined by the City pursuant to the terms of the contract between the City and the engineering firm selected by the City (the "Engineering Contract"). Any amounts not paid pursuant to the Engineering Contract will be returned to the District. The Engineering Contract will include acceptable limits on costs prior to receiving the award of the MDOT Grant.

Article V: Construction, Engineering and Inspection Costs

It is anticipated that the Project will be bid in early 2012. The cost of construction, engineering and inspection ("CE&I") will be paid 80% by the City and 20% by the District, subject to the maximum amount provided in Article II. The District will deposit its 20% portion of CE&I with the City within 60 days of the written request by the City to the District, as required to begin the Project once the MDOT Grant is obtained.

Article VI: Construction Cost

The construction cost for the Project will be paid 80% by the City and 20% by the District, subject to the maximum amount provided in Article II. The District will deposit its 20% portion with the City within 90 days of the bid award. In the event of a change order to the Project that is approved by both the City and the District, these increases/decreases will be borne by the parties in the same 80% - 20% ratio, subject to the maximum amount provided in Article II.

Article VII: Selection of Contractor

The City shall select the Contractor for the Project pursuant to statutory bid standards to achieve the lowest and best bid. The Contractor will be required to meet all requirements for license, bond and insurance as normally required by the City for any construction project.

Article VIII: Notice & Designated Agents

For the purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties.

For Contractual Administrative Matters:

Clinton Public School District
Dr. Phil Burchfield, Superintendent
203 Easthaven Drive
Clinton, MS 39056
Phone: (601) 924-7533
Fax: (601) 924-6345

City of Clinton
Hon. Rosemary Aultman, Mayor
P.O. Box 156
Clinton, MS 39060
Phone: (601) 925-6103
Fax: (601) 925-4605

For Technical Matters:

Clinton Public School District
Dr. Phil Burchfield, Superintendent
203 Easthaven Drive
Clinton, MS 39056
Phone: (601) 924-7533
Fax: (601) 924-6345

City of Clinton
Interim City Engineer
P.O. Box 156
Clinton, MS 39056
Phone: (601) 925-6103
Fax: (601) 925-4605

Article IX: Relationship of the Parties

The relationship between the City and the District is that of independent contractors. This Agreement does not establish or create a general agency, joint venture, partnership or employment relationship between the parties.

The City shall act as the owner of the project, direct activities of the engineer, contractor and other design professionals, and oversee the construction of the new portions of the road. The City agrees to coordinate with the District on the date for commencement of the construction phase of the Project so as to minimize the impact of construction on the day-to-day operations of the schools within the construction zone. Additionally, the road and all appurtenances, including, without limitation, any necessary storm water drainage facilities or mechanisms, shall be constructed pursuant to all applicable building and safety codes, zoning ordinances, and any other applicable federal, state, and/or local laws, rules or regulations. It is agreed that all plans, designs and specifications for the Project shall be subject to the approval of both parties prior to commencing construction, though any such approval by District does not relieve the City of its obligations under this Agreement.

The City shall secure and maintain general liability and property damage insurance for the duration of the construction phase of the Project in an amount as is appropriate to fully insure for a project of similar scope and size, and such policies shall list the District as an additional named insured. Additionally, prior to commencement of construction, the City shall secure the issuance of performance and payment bonds to ensure completion of the Project. Both the amount of the insurance and the performance and payment bonds, and adequate proof of each, will be submitted to the District prior to construction for the District's approval.

After the completion of the Project, the roads and City right of way comprising the Project will be City streets and the City shall be responsible for all maintenance and upkeep of the roads and all appurtenances thereto.

Article X: Responsibilities for Claims and Liability

To the extent permitted by law, the City and the District agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

Article XI: Miscellaneous

No modification of this Agreement shall be binding unless such modification shall be in writing and signed by all parties.

Article XII: Authority to Contract

Both parties hereto represent that they have authority to enter into this Agreement and approval of this Agreement is reflected in the official minutes of each party.

Article XIII: Administration and Administrative Entity

This agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the Clinton Public School District, under the direction of its Superintendent and Board of Trustees and the designated representative of the City under the direction of the Mayor and the Board of Aldermen. No separate legal or administrative agency will be created by this Agreement. The City's statutory authority for this Agreement is §21-37-3 and §21-37-4 of the Mississippi Code of 1972, as amended, and the District's statutory authority for this Agreement is §37-7-301, §37-7-301(dd) and §37-7-301.1 of the Mississippi Code of 1972, as amended.

Article XIV: Severability

If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Article XV: Term of Agreement

This Agreement shall become effective as of July 1, 2011, when the same has been approved by the Attorney General as set forth in Article XVII, and shall expire 60 days after the completed Project is accepted by the City or July 1, 2013, whichever occurs first. However, the same shall be subject to renewal by the City and the District, by resolution of each entity. This Agreement may be terminated by the mutual agreement of the parties.

Article XVI: Amendment

This Agreement may be amended upon the written agreement of the parties provided such amendment is approved by the Attorney General of the State of Mississippi, as provided in §17-13-1, *et. seq.* of the Mississippi Code of 1972, as amended.

Article XVII: Approval by Attorney General

The District and the City direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law, and this Agreement will not be enforceable unless approved by the Attorney General, or sixty (60) days has passed since its submission to the Attorney General and the Attorney General has failed to disapprove this Agreement, in which event this Agreement will be considered approved and enforceable. In the event of disapproval of any section of the services listed herein, the authorities of the District and of the City will be required to adopt a newly drafted Agreement for submission to, and approval by, the Attorney General, before any provisions of the Agreement are enforceable and in full effect.

The Secretary of the District and the Clerk of the City shall spread this Agreement, after its execution, upon the minutes of the respective governing authorities and shall, upon the return of the approval or rejection of the Attorney General, spread upon the minutes of the respective governing authorities a notation of such approval or disapproval. The Agreement shall be in full force and effect after it is approved by the Attorney General of the State of Mississippi and it is recorded in the Office of the Secretary of State, State Auditor and Chancery Clerk of Hinds County.

Witness our signatures this the 18th day of October, 2011.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary A. Aultman
Rosemary Aultman, Mayor

Attest:

Russell Wall
Russell Wall, City Clerk



CLINTON PUBLIC SCHOOL DISTRICT

By: _____
Phillip G. Burchfield,
Superintendent

By: _____
Ingrid Williams, President
Board of Trustees