

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 15, 2010 - 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 Brabham followed by the pledge of allegiance to the flag led by Alderman Hisaw.

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 Cashion – Alderman Ward 6

Absent: Mike Morgan, Alderman Ward 5

APPROVAL OF CONSENT AGENDA ITEMS A – K

MOTION made by Alderman Cashion and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-K. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SUBDIVISION PLAT – SOUTHERN TRACE SUBDIVISION

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board approved the preliminary subdivision plat for Southern Trace Subdivision to include a public road. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 102 BOXWOOD PLACE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Barnett the board approved a resolution determining the necessity for the cleaning of private property located at 102 Boxwood Place, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board also approved giving the owner an extension of five (5) days to clean the property before action by the City would be taken. A public hearing was held and the owner was not present and there were no comments from the public. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 119 A/B CRESTWOOD COVE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 119 A/B Crestwood Cove, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board also approved giving the owner an extension of five (5) days to clean the property before action by the City would be taken. A public hearing was held and the owner was not present and there were no comments from the public. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 200 HOBBY FARMS ROAD

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 200 Hobby Farms Road, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and the owner was not present and there were no comments from the public. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 1507 HUNTCLIFF WAY

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved a resolution determining the necessity for the cleaning of private property located at 1507 Huntcliff Way, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and the owner was not present and there were no comments from the public. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 1005 NORMANDY STREET

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Hisaw the board approved a resolution determining the necessity for the cleaning of private property located at 1005 Normandy Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and the owner was not present and there were no comments from the public. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 119 SUMNER HILL DRIVE (REMOVAL OF INOPERABLE VEHICLES)

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved a resolution determining the necessity for the removal of inoperable vehicles from private property located at 119 Sumner Hill Drive, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board also approved giving the property owner a sixty (60) day extension to get the vehicles in an operable condition. The board also asked that at the end of the sixty (60) day period the owner appear before the board with an update on her progress. A public hearing was held and the owner Margaret Gray had asked for a ninety (90) extension. She explained that one vehicle belonged to her son and the other vehicle belonged to her daughter. The main problem was she had no money and there was problems with the paperwork on the vehicle that belonged to her daughter. No one from the public had any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

CONSIDER ACCEPTING \$81,149.68 FROM THE DUI ENFORCEMENT GRANT FUNDING

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved accepting \$81,149.68 from the DUI Enforcement Grant Funding. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF A CONTRACT FOR SERVICE WITH CROSSIN DIXON FOR \$3,000 AND A CONTRACT FOR SERVICE WITH BRADEN GRAY FOR \$1,200 FOR SERVICES ON JULY 3, 2010 AT THE ANNUAL CLINTON FAMILY FIREWORKS EXTRAVAGANZA

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved the acceptance of a contract for services with Crossin Dixon for \$3,000 and a contract for service with Braden Gray for \$1,200 for services on July 3, 2010 at the Annual Clinton Family Fireworks Extravaganza. The contracts are on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER # 11 FOR THE CONSTRUCTION OF THE QUISENBERRY LIBRARY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Cashion the board approved change order # 11 for the construction of the Quisenberry Library. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A TRAILS GRANT FOR THE QUISENBERRY LIBRARY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved a resolution authorizing the submission of an application for a trails grant for the Quisenberry Library. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

CONSIDER THE APPROVAL OF A LEASE AGREEMENT FOR THE A. E. WOOD BUILDING WITH THE CLINTON PUBLIC SCHOOL DISTRICT

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved the lease of the Old Library property on Clinton Boulevard to the Board of Trustees of the Clinton Public School District on the terms and conditions set out in the attached lease and to authorize the Mayor to execute such lease. Pursuant to Section 21-17-1 of the Mississippi Code Annotated (1972), the Mayor and Board find as a matter of fact that the property to be leased is currently surplus to the City and currently not being used at the present time by the City. Further, the Mayor and Board at this time do not find it to be in the City's best interest to sell or donate the property as the City is currently studying the potential future uses for the property by the City and therefore wishes to retain title. The lease is for less than the fair market value but the Mayor and Board find this to be in the best interest of the taxpayers of both the City and the School District. The authority for this action is found in the Mississippi Code at Section 21-17-1 (3) (b) (ii) as well as other code sections. The board also gave the City Attorney the approval to present to the School District a letter notifying them that this building is used as a polling place for city and county elections and the school district would have to let the city and county use the building as needed for this purpose. The lease is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:56 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on July 6, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Rosemary L. Aultman
Rosemary Aultman, Mayor

6-16-10
Date

ATTEST: _____

Russell L. Wall
Russell L. Wall, City Clerk

6-16-10
Date



City of Clinton
Mississippi
Community Development

May 13, 2010

Mr. Sean Burns
P.O. Box 150
Columbia, MS 39429

Mr. Burns:

I have received the Preliminary Plat for the Southern Trace Subdivision. At your earliest convenience I would like for you to send me a copy of the plat on an 8 ½ X 11. I have you on schedule to appear before the Planning and Zoning Commission on May 25, 2010 at 6:30 and the Mayor and Board of Alderman on June 15, 2010 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

DUNGAN



Engineering, PA

1574 Highway 98 East
P.O. Box 150
Columbia, Mississippi 39429
Phone (601) 731-2600
Fax (601) 736-6501
www.dunganeng.com

Wednesday, May 05, 2010

Mr. J. B. Bounds
Community Development Director
City of Clinton, Mississippi
Post Office Box 156
202 W. Leake Street
Clinton, Mississippi 39060

RE: Southern Trace Subdivision – (8 Lots Preliminary Plat)
An Addition to the City of Clinton
Section 10 & 11, T-6-N, R-1-W
Hinds County, MS

Dear Mr. Bounds:

Enclosed please find four (4) copies of the Preliminary Plat for the referenced development. Please initiate the review process of this development with the City Engineer and the Planning Commission at your earliest convenience and notify me of the appointed time to meet with you and the appropriate authority(s) concerning this development.

Thank you for your timely consideration of this project. If you need additional information, please call me.

Sincerely,

Sean Burns, P.E., P.L.S.

Enclosure(s)

cc: Mr. Herman Dungan, Southern Trace, Inc.
Mr. Richard L. Broome, P.E., City of Clinton, MS

S.T.N.

SCALE: 1" = 100'

[illegible]

CUMULATIVE TABLE				
NUMBER OF DAYS	NUMBER OF DAYS	NUMBER OF DAYS	NUMBER OF DAYS	NUMBER OF DAYS
1	1	1	1	1
2	2	2	2	2
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[illegible]

DUNGAN
Engineering, P.A.
Consulting Engineers
1174 Magnolia Hill Lane
P.O. Box 1309
Baltimore, MD 21203
(301) 601-7313 • FAX
(301) 601-7344 • 43891

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 102 Boxwood Place, Clinton, Mississippi, and after full consideration of the matter, Alderman Cashion offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 102 Boxwood Place, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 102 Boxwood Place, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2010, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences.

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

1. It is hereby adjudicated that the property located at 102 Boxwood Place, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman BARNETT and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>ABSENT</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 15th day of JUNE 2010.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

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





6/9/2010



6/9/2010



6/9/2010

Berkwood

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 119 A/B Crestwood Cove, Clinton, Mississippi, and after full consideration of the matter, Alderman PEACE offered the following Resolution: ALDEA WORTH

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 119 A/B Crestwood Cove, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 119 A/B Crestwood Cove, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2010, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences.

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

1. It is hereby adjudicated that the property located at 119 A/B Crestwood Cove, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Brabham and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>ABSENT</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 15th day of JUNE 2010.

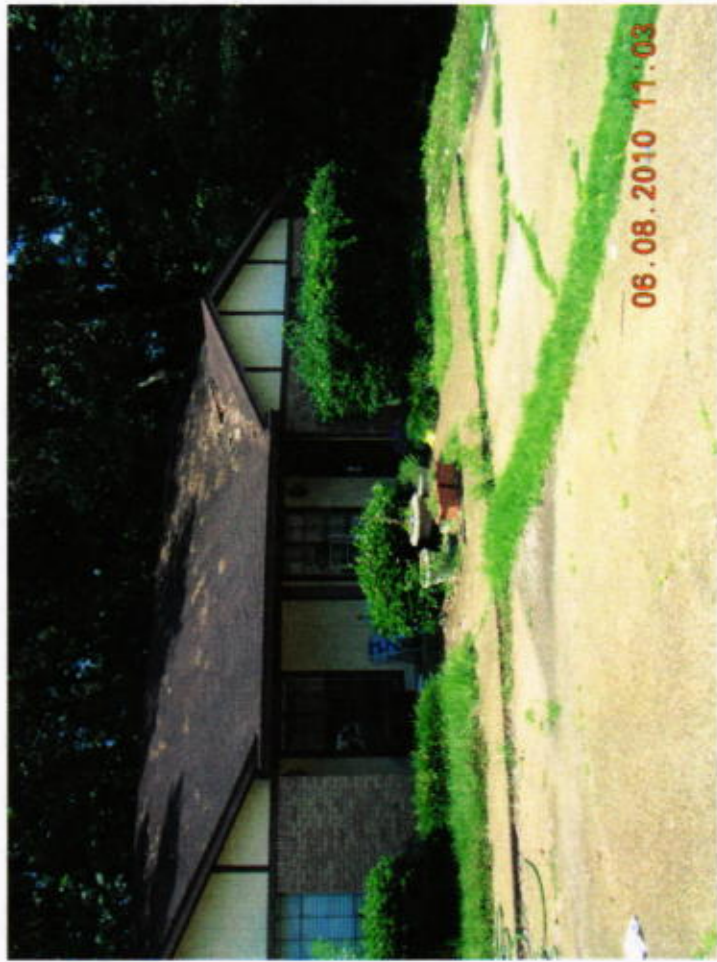
CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

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





6/8/2010



6/8/2010

119 A1B Crestwood

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 200 Hobby Farms Road Clinton, Mississippi, and after full consideration of the matter, Alderman BAWNETT offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 200 Hobby Farms Road, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 200 Hobby Farms Road, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2010, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences .

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

1. It is hereby adjudicated that the property located at 200 Hobby Farms Road, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Brabham and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>ABSENT</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 15th day of JUNE 2010.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

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





6/8/2010



6/8/2010

200 Hobby Lane



6/8/2010



6/8/2010

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 1507 Huntcliff Way Clinton, Mississippi, and after full consideration of the matter, Alderman Baughman offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 1507 Huntcliff Way, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1507 Huntcliff Way, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2010, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences.

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

1. It is hereby adjudicated that the property located at 1507 Huntcliff Way, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by ~~Alderman~~ ^{ALDERWOMAN} PEACE and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted: AYE

Alderman Hisaw voted: AYE

Alderman Greer voted: AYE

Alderman Barnett voted: AYE

Alderwoman Peace voted: AYE

Alderman Morgan voted: ABSENT

Alderman Cashion voted: AYE

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 15th day of JUNE 2010.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk





6/9/2010



6/9/2010



6/9/2010



6/9/2010

1507 Huntcliff Way

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 1005 Normandy Street, Clinton, Mississippi, and after full consideration of the matter, Alderman BARNETT offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 1005 Normandy Street, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1005 Normandy Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2010, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences .

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

1. It is hereby adjudicated that the property located at 1005 Normandy Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, cut weeds and grass, remove trash, personal property and other debris on the land, dilapidated buildings and fences.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman HISAW and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>ABSENT</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 15th day of JUNE 2010.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk





6/9/2010



6/9/2010

1005 Normandy

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 119 Sumner Hill, Clinton, Mississippi, and after full consideration of the matter, Alderman Braggiam offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 119 Sumner Hill, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 119 Sumner Hill, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., June 15, 2010, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, remove inoperable vehicles. Inoperable vehicles are those vehicles that cannot move under its power or do not have current State license plates and inspection stickers

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

1. It is hereby adjudicated that the property located at 119 Sumner Hill, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances remove inoperable vehicles. Inoperable vehicles are those vehicles that cannot move under its power or do not have current State license plates and inspection stickers.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman GHEER and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>ABSENT</u>
Alderman Cashion voted:	<u>AYE</u>

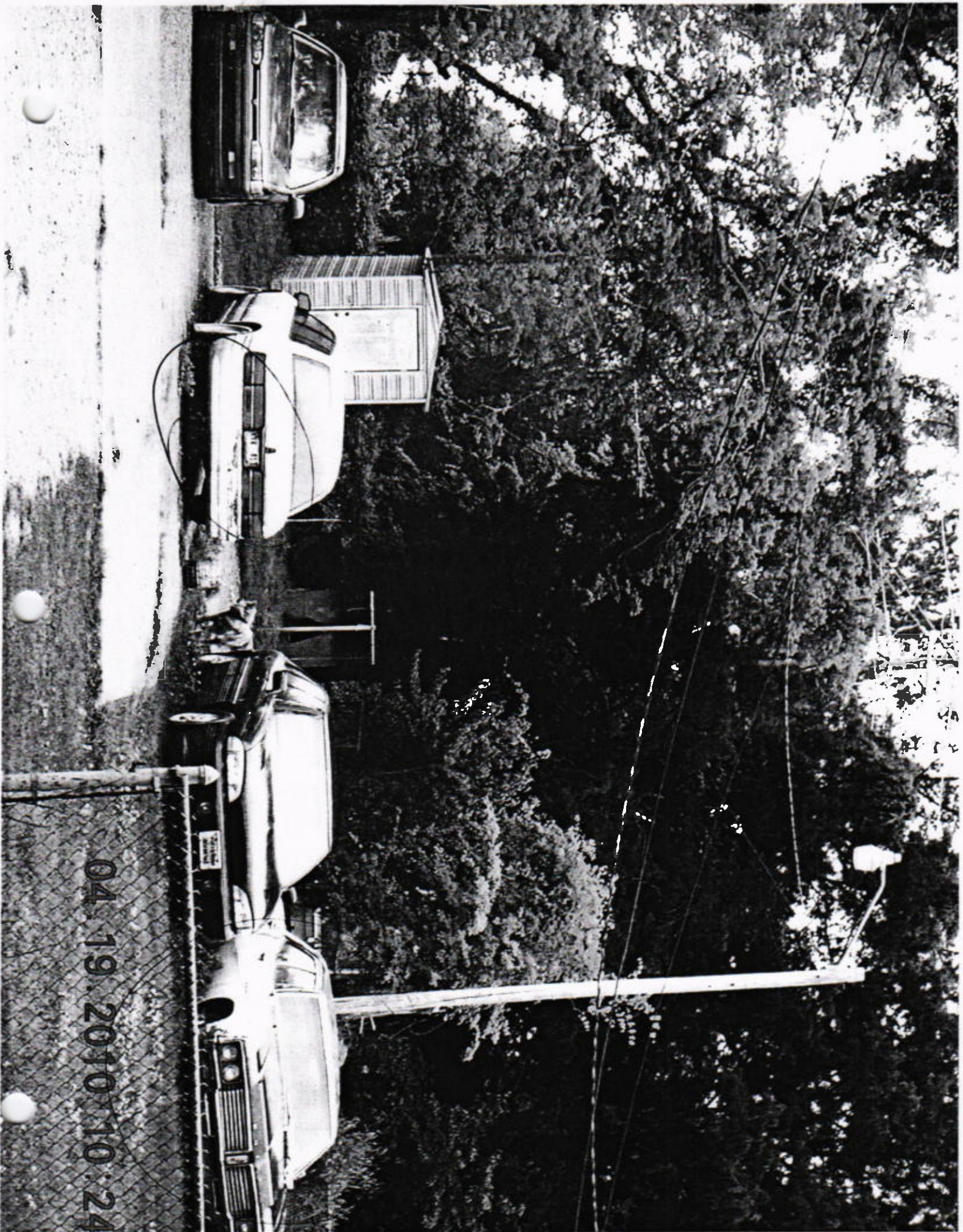
Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 15th day of JUNE 2010.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

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





04.19.2010 10:24

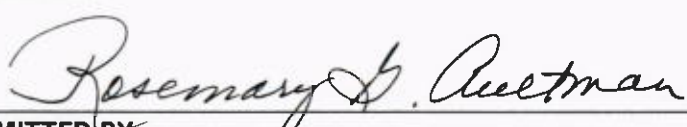
AGREEMENT AND AUTHORIZATION TO PROCEED

ACCEPTANCE OF CONDITIONS: It is understood and agreed by the undersigned that a grant received as a result of this application is subject to Public Law 89-564 (Highway Safety Act of 1966) and the Mississippi Code 1972 Annotated all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Mississippi. It is expressly agreed that this project constitutes an official part of the State's Highway Safety Programs and that said applicant agency will meet the requirements as set forth herein, including accompanying schedules A, B, C, D, and E, which are incorporated herein and made a part of this application. Authorization to proceed with this Highway Safety Project is requested.

A. PROJECT DIRECTOR:

(1) NAME: (First-Middle-Last) Greg Davis	(2) TITLE: Patrol Officer	(3) ADDRESS: 305 Monroe St. Clinton, MS 39056
(4) SIGNATURE:		(5) TELEPHONE NO.: (601) 951-1671

B. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT:

(1) NAME: (First-Middle-Last) Rosemary Aultman	(2) TITLE: Mayor of Clinton	(3) ADDRESS: 301 Jefferson St. Clinton, MS 39056
(4) SIGNATURE: 		(5) TELEPHONE NO.: (601) 925-6103

C. SUBMITTED BY:

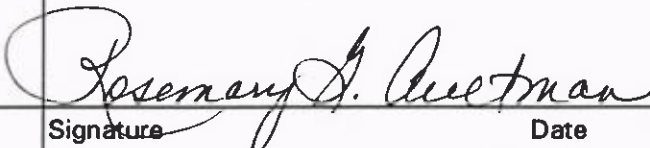
(1) NAME:	
(2) TITLE:	
(3) SIGNATURE:	(4) DATE:

PART III (For OHS Use Only)

1. DATE OF APPROVAL:	2. EFFECTIVE DATE:	3. SIGNATURE:
FEDERAL FUNDS OBLIGATED BY	5. PROJECT NO.:	Kim Proctor- Director Governor's Office of Highway Safety
§		

SUBGRANT SIGNATURE SHEET

DIVISION OF PUBLIC SAFETY PLANNING
MS Office of Highway Safety
3750 I-55 North Frontage Road
Jackson, Ms 39211
Phone: (601) 987-4990; Fax: (601) 987-4154

1. Subgrantee's Name, Address and Phone No. Greg Davis 305 Monroe St Clinton, MS 39056 Program Title: DUI ENFORCEMENTT TEL: 601-924-5252 FAX: 601-924-7528 E-Mail: davis358@clintonpd.org	2. Effective Date: OCT 10 3. Subgrant Number: 10-TA-206-1 4. Grant Identifier (Funding Source & Year): NHTSA 154 FUNDS FY10 5. Beginning and Ending Dates: 10/01/2010 - 9/30/2011 6. Subgrant Payment Method: ☒ Cost Reimbursement Method ☐ Current Needs 7. Page 1 of —																																			
8. The following funds are obligated:																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">A. COST CATEGORY</th> <th colspan="2" style="text-align: center;">B. SOURCE OF FUNDS</th> <th style="text-align: center;">C. RATIO%</th> </tr> </thead> <tbody> <tr> <td>(1) Personal Services</td> <td style="text-align: right;">\$ 81,149.68</td> <td>(1) Federal</td> <td style="text-align: right;">\$81,149.68</td> <td style="text-align: center;">100.00%</td> </tr> <tr> <td>(2) Contractual Services</td> <td></td> <td>(2) State</td> <td></td> <td></td> </tr> <tr> <td>(3) Commodities</td> <td></td> <td>(3) Local</td> <td></td> <td></td> </tr> <tr> <td>(4) Equipment</td> <td></td> <td>(4) Other</td> <td></td> <td></td> </tr> <tr> <td>(5) Other</td> <td></td> <td>(5)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: right;">\$81,149.68</td> <td style="text-align: center;">TOTAL</td> <td style="text-align: right;">\$81,149.68</td> <td style="text-align: center;">100.00%</td> </tr> </tbody> </table>		A. COST CATEGORY		B. SOURCE OF FUNDS		C. RATIO%	(1) Personal Services	\$ 81,149.68	(1) Federal	\$81,149.68	100.00%	(2) Contractual Services		(2) State			(3) Commodities		(3) Local			(4) Equipment		(4) Other			(5) Other		(5)			TOTAL	\$81,149.68	TOTAL	\$81,149.68	100.00%
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9. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: SCHEDULE A- Project Description SCHEDULE D- Agreement of Understanding & Compliance SCHEDULE B- Budget Summary SCHEDULE E- Schedule of Task by Quarters SCHEDULE C- Cost Summary Support Sheet AGREEMENT AND AUTHORIZATION TO PROCEED All policies, terms, conditions, and provisions of the Subgrantee Manual, which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.																																				
11. Approved for Grantee:	12. Approved for Subgrantee:																																			
Signature _____ Date _____ Name: Kim Proctor- Director Title: Governors Office of Highway Safety	 Signature _____ Date 6-16-10 Name: Rosemary Aultman Title: Mayor of Clinton																																			

to SCHEDULE D, "Agreement of
Understanding and Compliance.")

WHEREAS, the MAYOR & BOARD OF ALDERMEN OF City of Clinton, MS
(Governing Body of Unit of Government)

herein called the "Applicant" has thoroughly considered the problem addressed in the application (entitled) DUI ENFORCEMENT and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE

MAYOR & BOARD OF ALDERMEN OF City of Clinton, MS.
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY OF MISSISSIPPI, CLINTON, MS, 15th day JUNE 2010
THIS DAY OF , 20AS FOLLOWS: _____

1. That the project above is in the best interest of the Applicant and the general public.
2. That the Don Byington, Police Chief be authorized to file, in behalf of the
(Name and Title of Representative)
applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ 81,149.68 to be made to the Applicant defraying the
(Federal Dollar Request)
cost of the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of
\$ as required by the project.
(Local Match Amount)
4. That the Project Director designated in the application form shall furnish or make arrangements for appropriate persons to furnish such information data, documents and reports pertaining to the project, if approved, as may be required by the Office of Highway Safety.
5. That certified copies of this resolution be included as part of the application referenced above.
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: Rosemary S. Cullman
(Chairman/Mayor)

Commissioner/Councilman GHEER offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman BARNETT and, was duly adopted.

Date: 6-16-2010
Attest: Seal Rosemary S. Cullman
By: CITY CLERIC



1 OFFICE OF HIGHWAY SAFETY

SCHEDULE D

Agreement of Understanding and Compliance

THIS AGREEMENT made and entered into by and between the STATE OF MISSISSIPPI by and through the OFFICE OF HIGHWAY SAFETY, hereinafter referred to as STATE, and the Governmental Unit or agency named in this application, hereinafter referred to as APPLICANT.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the STATE for approved highway safety projects, and

WHEREAS, STATE may make said funds available to various state, county, or municipal agencies or government or political subdivisions or non-profit entities upon application and approval by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, and

WHEREAS, STATE is obligated to reimburse the UNITED STATES DEPARTMENT OF TRANSPORTATION out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the above named APPLICANT must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the above named APPLICANT has submitted an application for Federal funds for highway safety projects,

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed and promised that upon written application by APPLICANT and approval by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, STATE will obligate said Federal funds to APPLICANTS account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the Office of Highway Safety has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that APPLICANT shall reimburse STATE for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is further agreed and promised that where reimbursement is made to APPLICANT in installments, STATE shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditures until such

time as the ineligible claim is made up or corrected by APPLICANT.

- D. Unless otherwise directed, APPLICANTS must submit Quarterly Progress Reports to the Office of Highway Safety (OHS) which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to OHS no later than fifteen (15) days subsequent to the termination of each quarter. A Final Accomplishment Report must be submitted to the OHS within thirty (30) days of completion of the project unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

All APPLICANTS that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

The Office of Highway Safety has developed a plan for evaluating all State and local projects. The evaluation will include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payoffs of the project.

III. PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entity shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.
- B. It is mutually agreed and promised that the APPLICANT shall immediately notify the STATE if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, APPLICANT further agrees either to give credit to the project cost or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the STATE, or to transfer or otherwise dispose of such equipment as directed by the STATE.
- C. It is mutually agreed and promised by the APPLICANT that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the STATE.
- D. It is mutually agreed and promised that the APPLICANT shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.

- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.
- G. In order to facilitate the implementation of this program, the Office of Highway Safety feels that it is necessary that all equipment in connection with this project be ordered within ninety (90) days. If unforeseen circumstances arise which prohibit this being accomplished, please notify the Office of Highway Safety of the anticipated delay.

IV. STAFFING

Positions covered by this project are new positions. If staff of the applicant agency is transferred to work on this project, they will be replaced. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency.

V. GENERAL PROJECT REQUIREMENTS

- A. All out-of-state travel must have prior written approval of the Office of Highway Safety. Requests for approval should be submitted to OHS at least two (2) weeks before the intended date of travel.
- B. No budget modification requests will be accepted by the OHS after July 31.
- C. APPLICANTS must submit any proposed agreements for contractual services to the Office of Highway Safety for final approval prior to acceptance.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the APPLICANT and added to the funds committed to the project by the OHS and be used to further eligible program objectives.
- E. Local government APPLICANTS must complete Attachment 1 entitled "Local Governmental Resolution" or a similar, equally binding resolution.
- F. Termination of Agreement:
 - a. The STATE. In the event of APPLICANT noncompliance with any of the provisions of this agreement, the STATE may terminate this agreement by giving the APPLICANT thirty (30) days advance notice. The STATE, before issuing notice of termination of this agreement, shall allow the applicant a reasonable opportunity to correct for noncompliance. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - b. The APPLICANT. The APPLICANT may terminate its participation in this agreement by notifying and receiving the concurrence of the STATE thirty (30) days in advance of the termination.

- G. **Contract Changes:** Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the STATE, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or his delegate, by notifying the APPLICANT in writing of the approved changes.
- H. **Contracts Under This Agreement:** Unless otherwise authorized in writing by the STATE, the APPLICANT shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the STATE. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

VI. MINORITY BUSINESS ENTERPRISE PROGRAM
(Federal Register 49 CFR Part 23)

23.43 General Requirements for Recipients

In accordance with the provision of 49 CFR Part 23, the STATE agrees to abide by the following statements, and shall ensure that these statements are included in all subsequent agreements and/or contracts assisted by Section 402 funds:

It is the policy of the Department of Transportation that minority business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 29 CFR Part 23 apply to this agreement.

The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT - assisted contracts.

VII. BUY AMERICA ACT (23 U.S.C. 101 NOTE)

The STATE will comply with the provisions of the Buy America Act. The Department of Transportation (DOT) reference to the Buy America Act is 23 U.S.C. 101 Note.

Only steel, iron and manufactured items produced in the United States may be purchased with Federal funds unless the STATE can show that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and are of an unsatisfactory quality, or that inclusion of

domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

VIII. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

IX. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with the provision of 49 CFR Part 29, the STATE agrees that it shall not knowingly enter into any agreement under its Highway Safety Plan with a person or entity that is barred, suspended, declared ineligible, or voluntarily excluded from participation in the Section 402 program, unless otherwise authorized by NHTSA.

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction,

unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters --
Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

- c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

The STATE further agrees that it will include the following clause and accompanying instruction, without modification, in all lower tier covered transactions, as provided by 49 CFR Part 29, and in all solicitations for lower tier covered transactions.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. It is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered

Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below).

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participants shall attach an explanation to this proposal.

X. EQUAL OPPORTUNITY ASSURANCE

The City of Clinton will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 49 CFR Parts 21 and 27, to ensure that no person in the United States shall, on the grounds of race, color, sex, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program.

XI. POLITICAL ACTIVITY (HATCH ACT).

The City of Clinton will comply with the provisions of 5 U.S.C. §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices, or Employees".

XII. The Drug-free Workplace Act of 1988(49 CFR Part 29 Sub-part F):

The State will provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace.
- b. The grantee's policy of maintaining a drug-free workplace.
- c. Any available drug counseling, rehabilitation, and employee assistance programs.
- d. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- e. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- f. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
- g. Abide by the terms of the statement.
- h. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- i. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- j. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
- k. Taking appropriate personnel action against such an employee, up to and including termination.
- l. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- m. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

XIII. It is mutually agreed between the STATE and the APPLICANT that this AGREEMENT OF UNDERSTANDING AND COMPLIANCE shall become effective upon the STATE agreement and authorization to proceed as set forth in PART II of this application.

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF HIGHWAY SAFETY**

STATE CERTIFICATION AND ASSURANCE

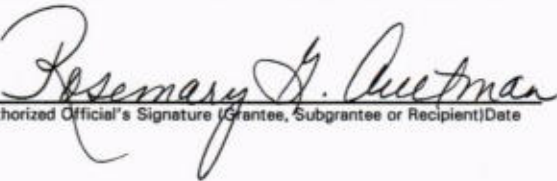
Assurance Requirement of Subgrant Recipients:

In cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, subgrantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; then, the absolute result requirement is that the grantee, subgrantee or recipient must appropriately notify in writing, delivered to the DPSP-OHS grant manager, the OHS director and the DPSP executive director, as will thereby communicate sufficient advance notice of the planning stages for such an occurrence and which will further afford genuine opportunity for DPSP-OHS personnel to attend and to participate, if they so desire.

Failure of grantee, subgrantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, The City of Clinton
which is the grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

 6-16-10
Authorized Official's Signature (Grantee, Subgrantee or Recipient) Date

Rosemary Aultman Mayor of Clinton
[Typed or Printed Name][Person's Organizational Title]

* * * * *

This original signed form must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

CROSSIN DIXON

CONTRACT

This contract ("Contract"), made on May 20, 2010 is for the personal services of CROSSIN DIXON ("ARTIST") for the engagement described below and is between Clinton F. Fireworks Extravaganza ("PURCHASER") and ARTIST, whose services are furnished by CROSSIN DIXON, LLC ("PRODUCER"). The parties agree on the following terms and conditions of this contract.

Name and Address of Place: Clinton Family Firework Extravaganza

Clinton, Ms

100-410-618-4

Date: July 3, 2010

Performance Length: 7:30 p.m to 9:30p.m

Compensation: PURCHASER will pay ARTIST \$ 3,000.00

PURCHASER will provide:

Lights, Sound, Stage, 2 Hotel Rooms

PURCHASER

By:

Rosemary G. Aultman

Name:

ROSEMARY G. AULTMAN
Ray Holloway mayor

Company:

C.F. of Clinton

Contact:

Park & Rec Dept

(601) 924-6082

ARTIST/PRODUCER

By:

Michael Bole

Name: Crossin Dixon

Company: Crossin Dixon, LLC.

Contact: Michael Bole

mbole@copiinc.com

Cell : 1-662-897-2941

PERFORMANCE CONTRACT

This contract for the personal services of Artist made this DATE 5-28-10 between the undersigned purchaser (hereinafter called "Purchaser") and the Artist (hereinafter called "Artist") for the engagement described below:

ARTIST: Braden Gray

VENUE: Clinton, MS. Parks and Recreation Fireworks Extravaganza

ADDRESS: 200 Soccer Row Clinton, MS. 39056

CONTACT: Mr. Ray Holloway

DATE: July 3, 2010

HOUR: Approximately 6 PM

LENGTH: one 60 minute show, no intermission

FEE: **\$1200 due** immediately prior to performance

TERMS: Paid to Artist - Braden Gray

1. This agreement may be executed via facsimile without affecting its validity or enforceability.
2. The parties hereunder are acting as independent contractors.
3. Purchaser shall be responsible for obtaining all necessary taxes, licenses, permits, and payment of all applicable license fees.
4. Contract may be cancelled by either party without financial obligation due to sickness of Artist, Acts of God, or notice before June 15, 2010.
5. Purchaser shall be responsible for personal liability insurance and property insurance excluding Artist equipment.
6. Artist reserves the right to sell his own merchandise without any compensation to Purchaser.
7. Purchaser to supply lights, sound system and sound technician **at no cost** to the Artist.
8. Purchaser agrees to furnish **3 double bed hotel** rooms the night of the show at no cost to the artist.

Braden Gray
(Artist Name)

Braden Gray
(Artist Signature)

Tel. 615-584-2836

ROSEMARY G. HULTMAN, MAYOR
(Purchaser's Name)

Rosemary G. Hultman
(Purchaser's Signature)

Tel. 601-924-6082

City of Clinton Parks & Rec. Dept.
Contact: Ray Holloway

AIA® Document G701™ – 2001

RECEIVED
MAY 10 2010

CITY OF CLINTON
ENGINEERING DEPARTMENT

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 011	OWNER: ☒
Quisenberry Library Clinton, Mississippi	DATE: May 3, 2010	ARCHITECT: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 04055A	CONTRACTOR: ☒
Laws Construction Co., Inc. 2508 Lakeland Drive Flowood, Mississippi 39208	CONTRACT DATE: September 05, 2008	FIELD: ☐
	CONTRACT FOR: General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Attached are open change requests for inclusion in the final change order for the Quisenberry Library Project.

Item No. 1: PCO's as follows:

PCO 4114-029	Add Projector and Motorized Screen	\$5,561.00
PCO 4114-030	Changes to Toilet Accessories	\$1,016.00
PCO 4114-031	Add Drapes in Children's Reading Room	\$4,423.00
PCO 4114-032	Square Cork in Adult Stack Room	\$4,100.00
PCO 4114-033	Cut Stone at Tower	\$3,110.00
PCO 4114-034	Fire Department Requested Adds	\$ 965.00
PCO 4114-035	Add "The" to Road Sign	\$ 710.00

Item No. 2:

Provide & terminate additional data cable in Adult Stack area. Add \$2,780.00

Item No. 3:

Add 28 days per Owner requested changes.

Total \$22,665.00

The original Contract Sum was	\$ 6,756,000.00
The net change by previously authorized Change Orders	\$ 15,178.79
The Contract Sum prior to this Change Order was	\$ 6,771,178.79
The Contract Sum will be increased by this Change Order in the amount of	\$ 22,665.00
The new Contract Sum including this Change Order will be	\$ 6,793,843.79

The Contract Time will be increased by Twenty-eight (28) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 25, 2010.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

RECEIVED
MAY 06 2010

LAWS CONSTRUCTION

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

JBHM Architects, PA
ARCHITECT (Firm name)

308 East Pearl Street, Ste. 300,
Jackson, Mississippi 39201

ADDRESS

BY (Signature)

Richard H. McNeel, AIA
(Typed name)

May 4, 2010

DATE

Laws Construction Co., Inc.
CONTRACTOR (Firm name)

2508 Lakeland Drive, Flowood,
Mississippi 39208

ADDRESS

BY (Signature)

John Laws
(Typed name)

DATE

City of Clinton

OWNER (Firm name)

300 Jefferson Street, Clinton,
Mississippi 39056

ADDRESS

BY (Signature)

Rosemary G. Aultman
(Typed name)

DATE

RESOLUTION

MAYOR AND BOARD OF ALDERMEN
CLINTON, MISSISSIPPI

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, hereby resolve to support the City's grant application to the Department of Wildlife and Fisheries for the Mississippi Recreational Trails Program, and

WHEREAS, the Mayor and Board of Aldermen fully understand the importance of having such amenities in the City, and the benefit the trail will provide to Clinton residents, and

WHEREAS, having a walking trail adjacent to the Quisenberry Library will provide an additional amenity for library patrons, and

WHEREAS, having a connection to the Clinton Community Nature Center walking trails will further enhance the historical and recreational aspects of both entities,

NOW, THEREFORE, BE IT RESOLVED, that the City of Clinton, Mississippi supports the Grant application to the Mississippi Department of Wildlife and Fisheries for the Mississippi Recreation Trails Program; and

SO RESOLVED AND ORDERED, this the 15th day of June, 2010.

By: Rosemary G. Aultman
ROSEMARY G. AULTMAN, MAYOR

ATTEST:

By: Russell L. Wall
RUSSELL L. WALL, CITY CLERK

**MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
2010 RECREATIONAL TRAILS PROGRAM APPLICATION**

Part A - Applicant/Sponsor Information

1. Applicant/Sponsoring Entity

Official Name: City of Clinton
Mailing Address: P.O. Box 156
City, State, Zip: Clinton, MS 39060

2. Classification of Applicant (Check one):

☐ Federal ☐ State ☐ County ☒ City

☐ Authority/Commission ☐ Non-Profit Conservation Organization

3. Applicant's Federal Employer ID# 64-6000260

4. Applicant Contact Info: (Mayor, Director, etc...)

Name & Title: Rosemary G. Aultman, Mayor
Phone Number: 601-925-6103
Fax Number: 601-924-0113
Email: mayor@clintonms.org

5. Application Contact Info: (if different than applicant)

Contact Name: Richard L. Broome, P.E., City Engineer
Phone Number: 601-925-6102
Fax Number: 601-924-0113
Email: rbroome@clintonms.org

Part B - Project Information

1. **Project Title:** The Quisenberry Library Nature Trail

2. **Classification of Land** (Check one):

☐ Public Land ☐ Private Land* ☒ Combination Public/Private*

*If trail project involves private land, 15 year lease (renewable) easements must be in place prior to final grant approval.

3. **Location of Project** (if located in more than one county, district, etc., please list all):

Name of Park or Recreation Area: The Quisenberry Library Site

Nearest City/Town: Clinton

County: Hinds

Nearest: The Quisenberry Library

Street/County Road: 605 Northside Drive

4. **Project Category** (Check one):

☐ Non-Motorized, single use

☐ Motorized, single

☒ Non-Motorized, diversified use

☐ Motorized, diversified use

☐ Diversified Motorized and Non-Motorized Use

5. **Trail Use** (Indicate all that apply*): **P = Primary** **S = Secondary**

Non-Motorized Uses:

- ☐ Bicycling (paved trails)
- ☐ Mountain Biking (non-paved) trails
- ☐ Roller Blading
- ☐ Skateboarding
- ☒ S Day Hiking (short trails)
- ☐ Exercise / Fitness
- ☐ Equestrian
- ☐ Backpacking (extended trail/overnight)
- ☒ P Interpretive/Environmental Education
- ☐ Other, please specify _____

Motorized Uses:

- ☐ 4-wheel (ATV) All Terrain Vehicle
- ☐ Motorcycle (dirt bikes)
- ☐ OHV (Off Highway Vehicles)
- ☐ Other, please specify _____

* Indicating a specific trail use requires the applicant to allow that type of trail use on the trail, if awarded a grant.

6. **Is the proposed project an Exercise/Fitness Track?**

☐ Yes

☒ No

Priority will be given to trail projects that provide for traditional trail uses such as: motorized, bike, equestrian, hiking, water/paddle, multi-use pathways, or any combination of these uses.

7. Trail/Project Information

Total Length of Trail: 4,700 feet

Total Width of Trail: At Grade Section - 6 feet, board walk section-8 feet

List proposed trailhead and trailside facilities and approximate size of each:
With its location on the Quisenberry Library site paved parking is available
adjacent to the trail; drinking water and restrooms are available within the
library.

8. Type of Trail Surface (Check all that apply):

☐ Asphalt ☐ Concrete ☐ Crushed Limestone
☐ Native ☒ Other - Explain: Crushed slag

9 Does this project link to or is it an integral part of another trail(s)?

☒ Yes ☐ No

If Yes, please explain: Will immediately connect to the 2.5-mile Clinton
Community Nature Center Trails system and ultimately connect to the
City of Clinton multi-use trail system.

10 Does this project include extension or repair/renovation of an existing trail(s)? (check all that apply)

☐ Miles of new trail construction
☐ Miles of trail maintenance/grooming
☐ Amount of environmental restoration of areas damaged by usage

This project will include the connection to the existing 2.5-mile Clinton Community Nature Center Trail System.

Part C - Project Narrative
(0 to 50 Points)

1. **Project Summary** - Please attach a concise narrative concerning your proposed project and include a description of the nature of the organization requesting funds, the project and location, trail length, types of facilities, how the funds will be used, what is intended to be accomplished, history, planning, need for project, support, expected uses, and target audience. *Limit to one page.*

The City of Clinton is applying for grant funds to assist in the construction of a 4,700-foot walking nature trail that will also connect to the Clinton Nature Community Center's existing 2.5-mile trail system. The majority of the trail will be located on the wooded, 20- acre site of the Quisenberry Library.

Approximately 200 feet of the trail will be located on the Clinton Community Nature Center property with a cooperative use agreement between the City and the Clinton Community Nature Center. The Clinton Community Nature Center is a non-profit organization and these facilities are open to the public at no charge. Approximately 20,000 people visited the Nature Center in 2009.

Parking, restrooms, and drinking water are currently available at the trailhead of the Quisenberry Library. These same facilities along with trail maps, educational and environmental brochures are available at the Clinton Community Nature Center. The recently completed Quisenberry Library had been in the planning stages for approximately eight (8) year. A trail system, with input from both architects and landscape architects was incorporated into the original design of the Library. The Quisenberry Library trail will attract and accommodate a wide variety of users. The current users of the Clinton Community Nature Center trails will have access to an expanded trail system that includes a lakeside portion of trail at the rear of the library. Just west of and adjacent to the library is the TracePoint Retirement Center. Through an existing 6-foot wide concrete path these users, many of which are elderly, will have access to the Quisenberry Nature Trail and the Nature Center trails. The construction of this trail will serve the recreational, educational, and inspirational needs of many and various users.

Part D - Project Timeline Schedule / Project Cost Information

(0 to 50 Points)

1. **RTP Funds Requested:** \$46,3002. **Total Estimated Project Cost:** \$58,3753. **Funding Sources**

List all funding sources related to proposed trail project.

	Name	Type	Amount	Secured	Agency
1.	RTP	Federal Grant	\$46,300	Applied For	MDWFP
2.					
3.					
4.					

4. **Project Timeline/Schedule:**

Provide a detailed project schedule/plan of action with a corresponding timeline. Detail the complete sequence of construction by activity; indicate number of days/weeks/months for beginning and completion for each stage of construction.

November 1 - 15: Flagging of trail location

November 16 - December 15: Delivery of materials to site

January 1 - 31, 2011: Construction of slag trail

February 1-28: Construction of boardwalk section

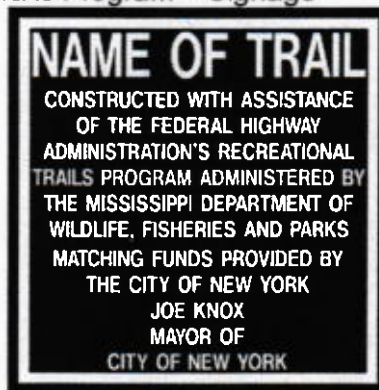
March 1-30: Installation of informational signage

April 1 - 30: Finalization of trail and opening

5. Project Cost Estimate

List items separately and in order of priority. Enter an estimated cost of each item to be purchased or donated. RTP funds cover trail costs applicable to:

- ▶ Cost of design and engineering services performed by an outside consultant (design and engineering services can not exceed 8% of total construction cost)
- ▶ Direct labor cost (Grant funds may *not* be used to pay the salaries or wages of active employees.)
- ▶ Cost of special tradesmen secured under a service contract (Describe each required)
- ▶ Cost of rental equipment (Specify type of equipment/cost per day/# days)
- ▶ Cost for construction contracts (List each contract separately and include a description of work and items covered under each)
- ▶ Cost of materials purchased for this project (List items and quantity separately)
- ▶ Required Recreational Trails Program – Signage



Note: A different page may be used to prepare the Project Cost Estimate, but please follow the below format exactly.

NOTE: No expense incurred prior to Project Agreement Date is allowable. Expenses incurred after Project Agreement Date that are not allowable include - postage, envelopes, clerical / administrative in-kind services provided off the trail project site.

EXAMPLE - Proposed Budget - EXAMPLE
(0 to 50 Points)

Applicant Name:		City of Clinton	
Person Who Prepared Budget:		Richard L. Broome, P.E., City Engineer	
Name of Trail or Project:		Quisenberry Nature Trail	
Date Prepared:		June 14, 2010	
Item Description	RTP Grant Funds	+ Matching Funds	= Total
A. Design & Engineering Costs			
Max 8% of Agreement*			
Break down cost and purpose			
B. Direct Labor Costs	na		
Volunteers or donated labor	na		
Trail construction – city forces			31,530
C. Special Service Purchase Contract (s)			
tradesmen secured under a service contract			
D. Cost of Rental Equipment			
Specify type of equipment/cost/#days			
Trucking of slag			5,810
E. Construction Contract			
Identify and list each item that will be			
contract or attach a line item estimate			
F. Purchase of Materials: Slag			13,325
Lumber			5,210
G. Other (be specific)			
Informational signage			2,000
H. Required Recreational Trails Program	0	500	500
Signage			
TOTAL			58,375

*Design or engineering cost included with trail development can be reimbursed, however, it can not exceed 8% of RTP Total Agreement Cost or if total construction cost is less than RTP Total Agreement Cost it can only be 8% of that amount and will be reimbursed at 80%. Applicants may negotiate a higher percentage with engineers/architects, however it does not count towards the applicants 20% required match. Design or engineering cost associated with portions of the project not completed or constructed are not eligible for reimbursement.

Project Cost Estimate

Applicant Name: City of Clinton

Name of Trail or Project: Quisenberry Nature Trail

Date Cost Estimate Prepared: June 14, 2010

Contact Person : Richard L. Broome, P.E., City Engineer

Priority	Cost Estimate Description - Be Specific	80%	20%
		RTP Funds	Sponsor Match
	Required Recreational Trail Program - Signage		
	Slag for trail	10,660	2,665
	Lumber for boardwalk sections	4,168	1,042
	Informational signage	1,600	400
	Trucking	4,648	1,162
	Labor and equipment - Trail construction	19,400	4,850
	Labor and equipment - Boardwalk construction	5,824	1,456
	Required recreation trails program signage		500
Volunteer Labor Rates: Source Mississippi Department of Employment Security (MDES) Labor Market Information Occupational Wages		Sub Totals	\$46,300
Laborer (no skills required) Landscaping and Groundskeeping Workers @ \$ 6.66		Total	\$58,375
Supervisor (ability to take charge) First-Line Supervisors of Landscaping @ \$ 9.40			
For other Occupational Wages see www.mdes.ms.gov			
Donation - documented rate normally charged			

Part E - Project Selection Criteria

If a criterion does not apply, enter N/A (Not Applicable) and briefly indicate why it does not apply.

1. **Planning/Budgeting/Design Process** - Describe the planning, budgeting, and design process for this project. Document the use of professionals such as landscape architects, engineers, and/or planners. Describe any assistance from public agencies, private industries, or special interests groups. (0 to 30 Points)

The planning of this trail system has taken place over the last eight (8) years in conjunction with the planning, design and construction of the Quisenberry Library on a 20-acre, wooded site. The trail system has been incorporated into the overall design since conception of this project and has had input from professional engineers, architects, and landscape architects working under the direction of JBHM Architects. The final location and design of the trail system also received input from John Stark, Director and Bill Quisenberry, Board Member, of the Clinton Community Nature Center a non-profit entity that promotes environmental education.

2. **Partnerships/Community Support/Volunteerism** - Describe the degree to which the trail project involves public and/or private partnerships between trail users, private interests, and/or public agencies. Also provide information about volunteer services (trail-adopter group, etc.) and donated materials that will be used to accomplish this project. **Letters of support do not constitute a commitment.** (0 to 20 Points)
- The Quisenberry Library and the Clinton Community Nature Center have a common boundary along a section of the original bed of the Natchez Trace which is incorporated within the Nature Center.*
- The public library and nature center have a number of common goals and objectives including environmental awareness, educational programs for children and adults, and nature preservation.*
- Because of their proximity to each other in the center of the community, visitors will be able to access both the public library and nature center via the proposed trail connection between the two facilities.*
- There will also be some coordination of educational and nature activities between the staff's at the library and nature center.*

3. **Environmental Mitigation** - Describe how the project will mitigate and minimize impact to the natural environment. Degree to which project aids in the restoration, enhancement, and conservation of natural resource in the area in which the project is located. (0 to 20 Points)

By occupying the land on which the library and the nature center are situated, our project preserves an important part of natural habitat in the middle of City of Clinton. Habitat is provided for deer, raccoon, opossum, red and gray foxes, squirrels, many species of birds including the pileated woodpecker, and dozens of associated flora and fauna.

Early in the history of the Clinton Community Nature Center a native diversity survey was completed. An active program of native diversity restoration is ongoing on this 33-acre tract. While the tree cover was maintained, a certain amount of land clearing was done on the library site. This trail connecting the library land with the Clinton Community Nature Center will open up the library site for inclusion in the native species restoration activities of Clinton Community Nature Center naturalist.

4. **Connections/Linkages** - Describe how the proposed project provides viable connections or linkages to other trails, greenways, scenic corridors, natural, cultural and recreational resources, or community activities. If the project is connected to a larger trail system, describe the size, extent, and predominant uses of that system. (0 to 30 Points)
See comments at Partnership/Community Support/Volunteerism.
Also, the proposed trail system will ultimately connect to the City's multi-use trail system and the federal trail system currently under construction along the Natchez Trace.

5. **Trail Corridor Sharing** - Describe how the trail project can accommodate a variety of motorized and/or non-motorized trail activities (equestrian, hiking, mountain biking, ATV, motorcycle, etc.) (0 to 30 Points)

The concept for this trail system is to promote the enjoyment of a low impact trail in the natural environment. Therefore, this trail will be limited to pedestrians and wheel chairs for the physically challenged. Since the trail will be directly connected to the TracePoint Retirement Center we also propose to allow electrically propelled carts (i.e. golf carts) for special needs situations with prior arrangement. The design width, surface, and grades of the trail will accommodate all of these uses.

6. Trail Commitment - Describe the long-term commitment (ex. 20, 30, 50 year recreational easement or limitation of use) that the trail sponsor *will* implement/use, if selected for funding. Degree of commitment for continued project maintenance and operation to insure that the trail will remain open and operable for the intent for which funds are being asked. (0 to 30 Points)

The Quisenberry Library was planned to meet the needs of the City of Clinton and the surrounding area for the next 25-40 years. The Quisenberry Nature Trail will be constructed on this 20-acre site and the use and maintenance of these trails are expected to have the same or longer life span. The trails will be owned, operated, and maintained by the City of Clinton.

Bonus Points - Will trail project be of national, statewide or regional significance or unique? Explain. (0 to 20 Points)

We believe the Quisenberry Nature Trail will be unique. It will connect to the Clinton Nature Center Trail system and also be directly connected to the TracePointe Retirement Center. Ultimately with the construction of a Multi-use Trail System along Northside Drive and Pinehaven Road it will connect with the Multi-use Trail System of the Natchez Trace Parkway. Open to the general public it will serve the needs of a diverse user group. Users will have traditional trailhead facilities along with environmental and educational facilities along with environmental and educational material available at both the Quisenberry Library and the Clinton Community Nature Center Headquarters.

Part F - Environmental Survey

This survey is a requirement for federally funded programs. For those projects selected for funding and submitted to FHWA, MDWFP may verify compliance with these items.

Note: Other documentation may be requested and required during the evaluation process and of finalists who enter the Environmental Assessment and Intergovernmental Review Process.

1. Project Name: The Quisenberry Nature Trail

2. Land Use

- a. Briefly describe the land use in the project area and any changes. Attach additional pages and a land use map, if needed.

The site is a 20-acre wooded site with the 26,000 square foot library and associated drives and parking. The surrounding area is residential usage.

- b. Is the project consistent with comprehensive land use or development plans for the area? ☒ Yes ☐ No

Name of Plan: Comprehensive Plan for the City of Clinton

Date Plan Prepared: June 5, 2007

3. Natural Resources

Will the proposed project negatively impact any of the following?

Soil Erosion or Sedimentation	☐ Yes	☒ No
Vegetation	☐ Yes	☒ No
Streams, Rivers, or Lakes	☐ Yes	☒ No
Wetlands	☐ Yes	☒ No
Floodplains	☐ Yes	☒ No
Coastal Zones	☐ Yes	☒ No
Wild and Scenic Rivers	☐ Yes	☒ No
Wildlife and Wildlife Habitat	☐ Yes	☒ No
Farmlands	☐ Yes	☒ No
National Natural Landmarks	☐ Yes	☒ No
Endangered Plants and Animals	☐ Yes	☒ No

4. Historic and Archaeological Resources

- a. Has the project been reviewed by the Mississippi Department of Archives and History, Historic Preservation Division?

☐ Yes ☒ No

- b. Will the project have an effect on historic or archaeological resources?

☐ Yes ☒ No

5. Hazardous Wastes

- Is there any potential for involvement with hazardous wastes?
Underground storage tanks?

☐ Yes ☒ No

6. Noise

- Is there potential for the project to have a noise impact on the surrounding land uses?

☐ Yes ☒ No

7. Air Quality

- Will the project have an adverse impact on air quality?

☐ Yes ☒ No

8. Section 4(f)

- a. Is the project located on a publicly owned park, recreation area, historic site or wildlife management area refuge?

☐ Yes ☒ No

- b. If Yes, please mark the appropriate box and name the facility.

☐	Park:	_____
☐	Recreation Area:	_____
☐	Historic Site:	_____
☐	Wildlife Management Area:	_____
☐	Other:	_____

If the applicant is not the official having jurisdiction over the park or recreation area, a letter must be attached from the official stating his/her approval that the project is acceptable and consistent with the designated use of the property and that he/she is satisfied that the applicant has committed to include all possible measures to minimize harm.

Part G - Certification Signature

Certification:

I hereby certify the information contained in this application and supporting documentation are true and correct to the best of my knowledge. I understand this application will be rated on the basis of the information provided and that incomplete or incorrect documentation will result in withdrawal of the application. I further certify that all required documentation is included herein and that matching funds are available for this project, including funds for long-term management and maintenance. The Recreational Trails Program administrator will be notified immediately of any changes in signature authority. Execution of this document constitutes and authorized signature on behalf of the entities proposal.

Rosemary G. Aultman, Mayor
Type Name and Title of Authorized Official

Rosemary G. Aultman
Signature

June 15, 2010
Date

APPLICANT NAME: _____

Part H - Application Checklist

(COVER SHEET for APPLICATION to be submitted)

Please review the checklist below and initial each item to insure that all the required information is provided. See Section II (B) of the application manual for a detailed description of the required support documentation.

☐ Transmittal Letter

☐ Resolution Letter

Location Map (11 x 17 or smaller)

☐ **With Written Directions from Nearest Major Thoroughfare**

Site Map (11 x 17 or smaller) **Copy of deed attached to site map showing ownership of property, if deed is not attached, application will not be considered for funding.**

- ☐ Proposed Trail Route
- ☐ Proposed Facilities
- ☐ Existing Facilities
- ☐ Name and Date Prepared

2010 Project Application

- ☐ Part A – Applicant / Sponsor Information
- ☐ Part B – Project Information
- ☐ Part C – Project Narrative
- ☐ Part D – Project Timeline Schedule / Cost Estimate Information
- ☐ Part E – Project Selection Criteria
- ☐ Part F – Environmental Survey
- ☐ Part G – Certification Signature
- ☐ Part H – Application Checklist

☐ **4 UNBOUND** (1 original/3 copies) of the application and required documentation.

Project Category (Check one):

- | | |
|--|---|
| ☐ Non-Motorized, single use | ☐ Motorized, single |
| ☐ Non-Motorized, diversified use | ☐ Motorized, diversified use |
| ☐ Diversified Motorized and Non-Motorized Use | |

**Application must be
received before
4:00 pm (CST) on
Tuesday, June 15, 2010**

**MDWFP- 1505 Eastover Drive
Jackson, MS
(*No Exceptions*)**

Please submit all of the above information to:

**MDWFP - RTP Application
Jean Caraway, Administrator
Outdoor Recreation Grants
1505 Eastover Drive
Jackson, MS 39211-6374**

Or

**MDWFP - RTP Application
Jean Caraway, Administrator
Outdoor Recreation Grants
P O Box 451
Jackson, MS 39205-0451**



Clinton Public School District

P. O. Box 300
Clinton, Mississippi 39060

Phillip G. Burchfield, Ed.D.
Superintendent of Education

RECEIVED
JUN 28 2010

CITY OF CLINTON

June 28, 2010

Mayor Rosemary Aultman
City of Clinton
P. O. Box 156
Clinton, MS 39060-0156

Dear Mayor Aultman:

Enclosed is the original lease between the City of Clinton and the Clinton Public School District for the lease of the old library facility, effective July 1, 2010. We really appreciate the City allowing the district to use this location for our alternative school for the next 2 to 3 years.

Please attach Exhibit A, sign and return a copy for our files.

Sincerely,

Sandy Halliwell
Sandy Halliwell, CPA
Finance Director

**LEASE AGREEMENT
(OLD LIBRARY)**

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS LEASE AGREEMENT, (hereinafter "Lease Agreement"), made and entered into as of the 8th day of June, 2010, by and between THE CITY OF CLINTON (hereinafter called "LESSOR"), whose address is P.O. Box 156, Clinton, Mississippi 39060-0156, telephone number (601) 924-5462 and, the BOARD OF TRUSTEES OF THE CLINTON PUBLIC SCHOOL DISTRICT (hereinafter called "LESSEE") whose address is P.O. Box 300, Clinton, Mississippi 39060-0300, telephone number (601) 924-7533.

WITNESSETH:

For the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and by the authority and under the direction of the LESSOR, LESSOR does hereby lease and rent unto LESSEE the following described land and building located on Clinton Blvd, City of Clinton, County of Hinds, First District, Mississippi (hereinafter "subject property"), for the purposes and conditions set out below:

Tax Parcel No. 2861-230-1 and Tax Parcel No. 2861-231 and described in Exhibit "A" attached hereto.

1. Term. Subject to the other provisions herein contained, the term of this Lease Agreement shall be for 2 years, beginning the 1st day of July, 2010, and ending on the 30th day of June, 2012. Lessee shall have the right to 2 consecutive one year extensions provided written notice is given by the Lessee to the Lessor 90 days prior to the expiration of the preceding term.
2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of \$10.00 per annum, on or before July 1st of each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by the LESSOR and LESSEE. In the event of termination or cancellation any rental payment made shall be non-refundable. Rent payments not made within thirty (30) days of the due date shall be subject to a late charge of 6% of the amount of rent past due.
3. Usage of the Subject Property: In consideration of the rent set out above, and the terms of this Lease, LESSEE shall have the right to use the Subject Property which consists of parking lots, drives and a building for any school-related purpose.
4. Assignment: LESSEE shall not ASSIGN OR TRANSFER THIS LEASE.
5. Waste: LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of the LESSEE, its employees, agents,

contractors, and invitees under this Lease Agreement, and, shall exercise reasonable care in the protection of all improvements and other property of LESSOR, which may be located on the subject property or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities described above, and shall not, in any event, commit waste or allow waste to be committed.

6. Insurance: Lessor shall maintain an insurance policy on the subject property for fire and other hazards. Lessee shall bear the risk for damage or destruction of any personal property located on the premises during the term of the lease and shall provide to Lessor a copy of such insurance policies as may be reasonably required by Lessor. Lessee shall also provide liability insurance for the subject property.
7. Utilities: Lessee shall be responsible for payment of all utilities, including garbage collection, at the Subject Property.
8. Indemnification: To the extent allowed by law, LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, its officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of subject property by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.
9. Alteration: It is expressly agreed by and between the parties that the LESSEE will not make any alteration upon the subject property, other than necessary wiring for computers and electronic equipment to be used by LESSEE, without the express written consent of the LESSOR and that the LESSEE will not occupy or use, nor permit to be occupied or used, the subject property, for any business deemed extra-hazardous on account of fire or otherwise; nor will the LESSEE permit the same to be used for any immoral or unlawful purpose.

10. Notices: All notices specified by this instrument shall be in writing and sent by first class mail, postage prepaid at the following addresses or hand-delivered in person, by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses.

LESSOR: Mayor
City of Clinton
P.O. Box 156
Clinton, MS 39060-0156

LESSEE: Superintendent
Clinton Public School District
P.O. Box 300
Clinton, MS 39060-0300

11. Immunity: No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.
12. Interpretation: The parties to this Lease Agreement acknowledge that any ambiguities shall not be construed against a single party.
13. Entire Agreement: This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement.
14. Recording: LESSOR and LESSEE agree that this lease may, at the option of LESSEE, be recorded in the land records of Hinds County, Mississippi. In such event, LESSEE shall have the right to attach to this document any recording or other information necessary to have this Lease agreement recorded.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 8th day of June, 2010.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

CITY OF CLINTON

By:


Mayor

LESSEE:

CLINTON PUBLIC SCHOOL DISTRICT

By: [Signature]
Superintendent of Schools

By: [Signature]
School Board President

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of JUNE, 2010, within my jurisdiction, the within named Rosemary G. Aultman, who acknowledged that she is Mayor of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that in said representative capacity, she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

11/26/10

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 26, 2010
BONDED THRU STEGALL NOTARY SERVICE

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8 day of June, 2010, within my jurisdiction, the within named Phillip G. Burchfield, Clinton Public School District, Superintendent of Schools, and Sheila Grogan, School Board President of the Clinton Public School District Board of Trustees, who acknowledged that they are the Superintendent of Schools and the President of the Clinton Public School District Board of Trustees and that in said representative capacity, they executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires:

June 16, 2013

EXHIBIT "A"

Two parcels of property located in the City of Clinton,
Hinds County, First Judicial District, Mississippi

Parcel 1 (Tax Parcel No. 2861-230-1)

Begin at the southwest corner SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 6 North, Range 1 West, run thence East 469.5 feet to a point, thence north 129.0 feet to an iron pin on the North right of way line of the Old Jackson-Clinton Paved Road (formerly U.S. Highway 80); which said pin is the point of beginning; thence run due North a distance of 200 feet to an iron pin; thence South 84 degrees 59 minutes East 150 feet to an iron pin; thence due South 200 feet to an iron pin in the said North right of way line of the Old Jackson-Clinton Road; thence North 84 degrees 59 minutes West 150 feet along said right of way line to the point of beginning all lying and being situated in the Northeast quarter, Section 29, Township 6 North, Range 1 West, First Judicial District, Hinds County, Mississippi, containing .69 acres more or less.

Parcel 2 (Tax Parcel No. 2861-231)

Begin at the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 6 North, Range 1 West, in the First Judicial District of Hinds County, Mississippi, and run thence East 385 feet, thence North 92 feet to find the place of beginning; thence run North $256\frac{1}{4}$ feet; thence run East 85 feet; thence run South $256\frac{1}{4}$ feet; thence run West 85 feet, back to the place of beginning, containing one-half of one acre, more or less, in Clinton, Hinds County, Mississippi.