

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, FEBRUARY 6, 2007 – 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 Morgan followed by the Pledge of Allegiance to the Flag led by Alderman Barnett.

ROLL CALL – City Clerk, Russell Wall

Present: Tony Hisaw – Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Mike Bishop – Alderman Ward 3
 Mike Morgan – Alderman Ward 5
 William Barnett – Alderman Ward 6

Absent: Jehu Brabham – Alderman –at- Large
 Phil Fisher – Alderman Ward 4

APPROVAL OF AGENDA ITEMS A-GG

MOTION made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve Consent Agenda Items A-GG. Item D will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

ORDINANCE ADOPTING VARIOUS INTERNATIONAL CODES RELATING TO INSPECTION ACTIVITIES OF THE CITY OF CLINTON, MS AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID CODES

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Bishop approving an ordinance adopting various international codes relating to inspection activities of The City of Clinton, MS and enforcement of building provisions as provided in said code. A copy of the ordinance is attached. **MOTION CARRIED UNANIMOUSLY**

RE-APPOINTMENT OF BETTYE KING TO THE PLANNING AND ZONING COMMISSION

Upon presentation by Mike Morgan, Alderman Ward 5, **MOTION** was made by Alderman Morgan and **SECONDED** by Alderman Hisaw to approve the re-appointment of Bettye King to the Planning and Zoning Commission for a 3 year term. **MOTION CARRIED UNANIMOUSLY**

ASSIGNMENT OF CONTRACT DOCUMENT IN ORDER TO ASSIGN THE CONTRACT FROM ALFORD ENGINEERING TO ENGINEERING SERVICE

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Bishop to approve the proposed assignment of contract document in order to assign the contract from Alford Engineering to Engineering Service. A copy of the contract is attached. **MOTION CARRIED UNANIMOUSLY**

EASEMENT FOR ENTERGY TO INSTALL POWER LINES TO CELL TOWER AT SOUTHCENTRAL LAGOON SITE

Upon presentation by Richard Broome, City Engineer, and **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Bishop to authorize the Mayor to execute an easement agreement for Entergy to install power lines to cell tower at Southcentral lagoon site. A copy of the easement is attached. **MOTION CARRIED UNANIMOUSLY**

CONTRACT WITH THE STATE FIRE ACADEMY FOR THE DELIVERY OF 2 CLASSES

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to authorize Mayor Aultman to enter into a contract with the State Fire Academy for the delivery of 2 classes: NFA Training Operations in Small Dept's. and Effective Oral Presentations to be held at the Clinton Fire Dept. at a cost of \$680.00. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

LEASE OF BUILDING ON NORTHSIDE DRIVE PROPERTY FROM JAMES D. RILEY

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Morgan to authorize Mayor Aultman to enter into a building lease agreement on property located at Northside Drive from James D. Riley in the amount of \$60,000.00. A copy of the lease agreement is attached. **MOTION CARRIED UNANIMOUSLY**

ALDERMAN BISHOP LEFT THE MEETING AT 7:16 AND DID NOT VOTE ON THIS ITEM:

CITY OF JACKSON WATER CERTIFICATE

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Barnett to approve a resolution by the Mayor and Board of Aldermen requesting the City of Jackson to transfer certain water franchise areas from the City of Jackson to the City of Clinton. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**
ALDERMAN BISHOP RETURNED TO THE MEETING AT 7:18 P.M.

LITIGATION:

EXECUTIVE SESSION

MOTION made by Alderman Hisaw and **SECONDED** by Alderman Greer to consider entering into executive session for the purpose of discussing ongoing litigation issues. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderman Hisaw and **SECONDED** by Alderman Greer to enter into executive session for the purpose of discussing ongoing litigation issues. **MOTION CARRIED UNANIMOUSLY**

The Mayor and Board of Aldermen entered executive session at 7:19 p.m. Also present in executive session were City Attorney Ken Dreher, Police Chief Don Byington and City Clerk Russell Wall. A discussion of a legal matter occurred during executive session. No action was taken during executive session. **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Bishop to exit executive session. **MOTION CARRIED UNANIMOUSLY.** The Mayor and Board of Aldermen exited executive session at 7:44 p.m.

ADJOURN 7:45 P.M.

MOTION made by Alderman Greer and **SECONDED** by Alderman Hisaw to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: Rosemary L. Aultman
Rosemary Aultman, Mayor

February 14, 2007
Date

ATTEST: Carol Warden, Deputy Clerk
Russell L. Wall, City Clerk

February 14, 2007
Date

FEB 06 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE:

February 6, 2007

AGENDA ITEM NO. 7.

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.:

DISCUSSION/ACTION: Ordinance to adopt new building codes

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:Minutes
Ordinance
ResolutionInvoice
Plans, Maps
ContractOther: _____

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: GreerSECONDED BY: Brabham**VOTE CAST:****"AYE"****"NAY"****ACTION TAKEN:**

Brabham

A

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

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**ORDINANCE ADOPTING VARIOUS INTERNATIONAL CODES RELATING
TO INSPECTION ACTIVITIES OF THE CITY OF CLINTON, MISSISSIPPI
AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID
CODES**

CITY OF CLINTON

**BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI, AS FOLLOWS:**

SECTION 1: Pursuant to the provisions of Section 21-1-25 of the Mississippi Code of 1972, as amended, the City of Clinton, Mississippi, adopts in all respects, the following various International Codes:

International Building Codes 2006 Edition with Appendices A, B, C, E, F, G, H, I, J.

International Residential Codes 2006 Edition with Appendices A, B, C, D, E, F, G, H, I, J, K, Q

International Fire Codes 2006 Edition with Appendices A, B, C, D, E, F, G

International Fuel Gas Code 2006 Edition with Appendices A, B, C, D

International Plumbing Code 2006 Edition with Appendices B, C, D, E, F, G

International Mechanical Code 2006 Edition with Appendix A

International Private Sewage Disposal Code 2006 Edition with Appendices A, B

International Existing Building Code 2006 Edition

International Property Maintenance Code 2006 Edition

International Energy Conservation Code 2006 Edition

International Electrical Administrative Provisions 2006 Edition

National Electrical Code 2005 Edition

Any building that is 5,000 square feet or more, **or** an occupancy type of A-Assembly, E-Educational, I-Industrial, **or** three stories or greater will be required to have a design professional, either an Engineer or Architect.

Plans review fee for commercial structures: \$0.5 cents per square foot

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CITY OF CLINTON

SECTION 2: There shall be a copy of said Codes filed with the Clerk of the City of Clinton, Mississippi, to which shall be annexed and attached a certificate bearing the signature of the Mayor and City Clerk, with the seal of the City of Clinton affixed. The form of which certificate shall be substantially as follows:

We, the undersigned, Rosemary G. Aultman, Mayor of the City of Clinton, Mississippi, and Russell Wall, City Clerk of said City, do hereby certify that the volume of (applicable code) to which this certificate is attached, is a true and correct copy of the official code adopted by the City of Clinton, Mississippi, by Ordinance under the date of _____, _____, 2007, and appearing in Minute Book _____ at Page _____. GIVEN under our hand and official seal, this the _____ day of _____, 2007.

Rosemary G. Aultman
Mayor of the City of Clinton

Russell Wall
ATTEST: City Clerk

SECTION 3: This Ordinance shall take effect thirty (30) days from and after its passage by law.

SECTION 4: BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict with the provisions hereof are hereby repealed.

The above and foregoing Ordinance was first reduced to writing and offered by Alderman Greer, who moved its adoption, which motion was seconded by Alderman Brabham. No request was made by the Mayor or any member of the Board of Aldermen that the Ordinance be read by the City Clerk before a vote was taken. The Ordinance was adopted by the Board of Aldermen with the results being as follows:

Alderman Brabham
Alderman Hisaw
Alderman Greer
Alderman Bishop
Alderman Fisher
Alderman Morgan
Alderman Barnett

absent
yes
yes
yes
absent
yes
yes

The motion having received the affirmative vote of 5 members of the Board of Aldermen present, the Mayor declared the motion so carried and this Ordinance ordained and adopted on this the 6th day of February, 2007.

CITY OF CLINTON, MISSISSIPPI

BY: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST: Russell Wall
Russell Wall, City Clerk



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CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: February 6, 2007

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Bettye King re- appointment to P&Z Commission

INTRODUCED BY: Mike Morgan, Alderman Ward 5

TELEPHONE:

EXHIBITS FOR REVIEW:Minutes
Ordinance
ResolutionInvoice
Plans, Maps
ContractOther:

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: MorganSECONDED BY: HisawVOTE CAST:"AYE""NAY"ACTION TAKEN:Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett19
✓
✓
✓
19
✓
✓_____

SEAL

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

BOARD APPROVED

FEB 06 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: February 6, 2007

AGENDA ITEM NO. 9.

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Proposed Assignment of Engineering Contracts for Brighton and Traceway Parks.

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Bishop

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

A

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

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FEB 06 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET **CITY OF CLINTON**

BOARD MEETING DATE: February 6, 2007

AGENDA ITEM NO. 10.

Discussion/Action/Recommendation: Easement for Entergy to install power lines to cell tower at Southcentral Lagoon site

In the Amount of:

Richard Broome, City Engineer

ACCT. NO.

INTRODUCED BY: ~~Tim Rogers~~, Director of Public Works TELEPHONE: 924-2239

EXHIBITS FOR REVIEW

Minutes
Ordinance
ResolutionInvoice
Plans, Maps
Contract

Other :

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: *Barnett*SECONDED BY: *Richay*VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett*B*
✓
✓
✓
A
✓
✓_____

Mayor Aultman

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STATE OF MISSISSIPPI	Indexing Instructions:
COUNTY OF <u>HINDS</u>	
Line/Project Identification:	
R No.	
CEA No.	

BOARD APPROVED

FEB 06 2007

CITY OF CLINTON

RIGHT-OF-WAY INSTRUMENT
MISSISSIPPI POWER & LIGHT COMPANY

KNOW ALL MEN BY THESE PRESENTS THAT: _____

Grantor(s), acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Mississippi, Inc., and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 10 feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the County of HINDS, State of Mississippi described as follows, to-wit:

A certain parcel of land lying and being situated in the _____ quarter of the NE quarter of Section 5, Township 5N Range 1W, Hinds County, Mississippi, as shown on Exhibit "A" attached hereto and made a part hereof. . Any lowering, relocating, or adjusting of underground facilities made necessary by actions of the Grantor or subsequent purchasers will be at the expense of such Grantor or subsequent purchasers

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of said right-of-way.

Unless otherwise herein specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 6th day of February, 2007.

WITNESSES:

Russell Wall, City Clerk

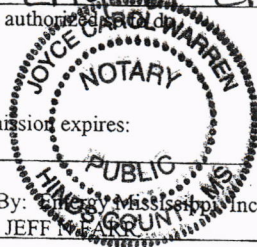
GRANTOR:

Rosemary G. Aultman
City of Clinton Ms

ACKNOWLEDGMENT

STATE OF MS
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of February, 2007, within my jurisdiction, the within named Rosemary Aultman, who acknowledged that (he)(she) is Mayor of City of Clinton, and that for and on behalf of the said City of Clinton, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized and acknowledged.



Notary Public State of Mississippi
At Large
My Commission Expires
June 10, 2010
BONDED THRU
HEIDEN SPOCKS & GARLAND, INC.

Joyce Carol Warren
NOTARY PUBLIC

Prepared By: Jeffrey L. Warren, Inc., Hinds County, Mississippi 39215, Telephone (601) 969-2311

Name: JEFF L. WARREN Telephone: 601-925-6309

FEB 06 2007
FET1

CITY OF CLINTON

11.

TO:

ACCOUNT NO.:


Chief J. Barry Burnside

INTRODUCED BY -

MOTION MADE BY: H. Law

SECONDED BY: Green

ACTION TAKEN:

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STATE FIRE ACADEMY

DIVISION OF MISSISSIPPI INSURANCE DEPARTMENT

BOARD APPROVED

FEB 06 2007

TERRY ISHEE
EXECUTIVE DIRECTOR

GEORGE DALE
COMMISSIONER OF INSURANCE

CITY OF CLINTON

CONTRACTUAL AGREEMENT

This Agreement is entered into by and between the Mississippi State Fire Academy (MSFA)
and CLINTON FIRE DEPARTMENT (hereinafter referred to as Customer).

1. **CONTRACTING PARTIES:**

Mississippi State Fire Academy	Clinton Fire Dept.
#1 Fire Academy - USA	Tel.#: 601-925-1010
Jackson, Mississippi 39208	Fax #: 601-925-1016
tel. # 601-932-2444	Email:
fax # 601-932-2819	
FIN: 64-0440453	FIN: _____ PO#: _____
Contact: Steven Bardwell	Contact: Cornell Graham
Title: Instructor Supervisor,	Title: Training Officer
Extension Services Division	
2. **DATE(S):** February 15-16, 2007.
3. **SERVICES TO BE PROVIDED:** The State Fire Academy will delivery the following two (2) courses for the Clinton Fire Department:
 - A. NFA Training Operations in Small Departments
 - B. Effective Oral Presentations

The Clinton Fire Department will provide approximately fifteen (15) students. Additionally, three (3) MSFA staff members will participate in the TOSD course.
4. **SCOPE OF SERVICE:** Academy staff is to conduct the NFA Training Operations in Small Departments (14 hours) and Effective Oral Presentations (2 hours).
5. **PAYMENT RATES AND TERMS:** The cost will be \$680. This includes student manuals. The standard cost for this service is \$906.00. However \$226.00 and the cost of student manuals are being waived because the host department is allowing MSFA staff members to participate in the TOSD course.
6. **RECORD RETENTION AND ACCESS TO RECORDS:** MSFA will maintain and have available to Customer any supporting documents, statistical records, and all other records pertinent to the services being performed under this Agreement. Requests for official roll sheets, participant grades, billing information, etc., will be on Customers letterhead and made by an official of the organization only. These records will be maintained by MSFA for three (3) years. MSFA will treat all Customer data and information to which it has access by its performance under this Agreement as confidential to the extent that confidential treatment of same is required under federal and/or state law and will not disclose such data or information to a third party without specific written consent of Customer. This section will survive the termination or completion of this Agreement.
7. **MODIFICATION OR AMENDMENT:** Modifications, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement must be in writing, signed by both parties hereto, and attached to original contract.
8. **WAIVER:** Failure of either party hereto to insist upon strict compliance with any of the above terms, covenants and conditions hereof will not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor will it be considered to be a modification of the terms of this Agreement.

RECEIVED

JAN 19 2007

CLINTON FIRE DEPT.



MISSISSIPPI FIRE ACADEMY
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
(601) 932-2444 • FAX (601) 932-2819
E-mail: fireacademy@msfa.state.ms.us
WEB: www.doi.state.ms.us/fa_home.htm

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CITY OF CLINTON

9. **INSURANCE:** Customer represents that it will maintain workers' compensation insurance as prescribed by law which will insure to the benefit of the Customers personnel, as well as comprehensive general liability insurance. Customer will, upon request, furnish MSFA with a certificate of conformity providing the aforesaid coverage.

The Academy represents that it maintains workers' compensation insurance as prescribed by law which will insure to the benefit of Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Department of Insurance. The Department of Insurance is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law.

10. **GOVERNING LAW:** This Agreement will be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute will be Brandon, Rankin County, Mississippi. Customer expressly agrees that under no circumstances will MSFA be obligated to pay an attorney fee or cost of legal action to Customer.

11. **COMPLIANCE WITH LAWS:** MSFA will comply with all applicable laws, regulations, policies, and procedures of the United States or the State of Mississippi that may affect the performance of services under this Agreement. Specifically, but not limited to, MSFA will not discriminate against any employee nor will any parties be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

12. **FACILITIES:** A. On-Campus classes will be provided at the Mississippi Fire Academy, Rankin County. Classroom area and training facilities of the Academy will be used to fulfill the requirements of this contract.

B. Off-campus classes, Customer will be required to supply suitable classroom area, A/V support (such as TV, VCR, 35mm slide projector, etc.) When necessary, and appropriate, prior approved field training areas. Strongly suggested, but not required, is an on-site visit to the Customers training site by Academy instructional staff to determine adequately and proper training areas prior to the final contract being approved.

13. **TERMINATION:** This agreement may be terminated as follows:

A. **TERMINATION UPON GOVERNMENTAL REDUCTION:** This Agreement may be terminated in whole or in part by MSFA upon written notice to Customer, if MSFA should become the subject of governmental budgetary cuts, or if personnel cuts limit the amount of available manpower necessary to execute the contracted service; or,

B. **TERMINATION FOR CONVENIENCE:** Customer may terminate this agreement for any reason after giving written notice (facsimile acceptable) to MSFA of such termination and specifying the effective date thereof, at least ten (10) state business days before the effective date of the contract. MSFA will be paid for all services actually performed in connection with this Agreement prior to the termination; or,

C. **TERMINATION FOR CAUSE:** If through any cause, MSFA fails to fulfill in a timely and proper manner, its obligations under this Agreement, or if MSFA violates any of the terms or conditions of this Agreement, and that breach continues for thirty (30) days after MSFA receives written notification from Customer, then Customer will thereupon have the right to terminate this Agreement.

14. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

State of Mississippi
Mississippi Fire Academy

By: Steven Bardwell
Authorized Signature (either below)

Name/Title: Reggie Bell, Interim Executive Director
Steven Bardwell, Instructor Supervisor
Pam Ladner, Branch Director

Date: January 14, 2007

Clinton Fire Dept.
ATTN: Training Officer Cornell Graham
1234 Clinton-Raymond Rd.
Clinton, MS 39056

X Authorized Signature Rosemary G. Aultman

X Name/Title: Trayer
Other Authorization: Bardwell, city clerk
Other Authorization:

X Date: February 8, 2007

FEB 06 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET **CLINTON**

BOARD MEETING DATE: February 6, 2007

AGENDA ITEM NO. 12.

CONSENT AGENDA:

TO: James D. Ritey ~~APPROVED~~FOR: Building Lease - Homeland SecurityACCOUNT NO.: 001-105-641-0

INTRODUCED BY:

123

DISCUSSION/ACTION: Lease of Northside Drive property.

INTRODUCED BY: DBBOARD ACTION:MOTION MADE BY: BishopSECONDED BY: MorganVOTE CAST:"AYE" "NAY"ACTION TAKEN:

Brabham

A

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

PAID
FEB 8 2007
CITY OF CLINTON
CLINTON, MS

FEB 06 2007

LEASE AGREEMENT

CITY OF CLINTON

THIS LEASE, made in Clinton, State of Mississippi, effective on the 1st day of January, 2007 between JAMES D. RILEY, JR., Clinton, Hinds County, Mississippi, hereinafter referred to as "Lessor", and CITY OF CLINTON, Hinds County, Mississippi, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor, for and in consideration of the agreements of Lessee hereinafter mentioned, hereby leases and lets to Lessee, and Lessee hereby leases from Lessor, the premises in Hinds County, Clinton, Mississippi, described as follows:

1448 Northside Drive, Clinton, Mississippi 39056.

This Lease is for a term of 24 months, beginning on January 1, 2007, and ending on December 31 2008.

A: AGREEMENTS OF LESSEE:

Lessee, in consideration of said leasing, agrees:

1. To pay as rent for the premises the sum \$60,000.00 in a lump sum no later than March 1, 2007.
2. To pay all charges for lights, gas and water furnished to or supplied to all or any part of the leased premises.
3. To pay all taxes and assessments, ordinary and extraordinary, general and specific, including the same of term of lease, which may be levied or assessed on or to the premises, except taxes assessed to real estate shall be borne by the Lesser.
4. To use and occupy the premises for office purposes and storage and not to use the premises for any unlawful purpose.

5. To keep the premises in as good repair as the same shall be at the commencement of the term; wear and tear arising from the reasonable use of the same and damages by the elements excepted.
6. Not to assign the Lease or sublet the premises or any portion of the same without written consent of Lessors, and permission to do so shall be in the exclusive discretion of Lessors. Lessors will not unreasonably withhold such consent.
7. Lessee has examined and knows the condition of the premises which is leased hereby and has received the same in as is condition, except as herein otherwise specified, and no representations as to condition or repair thereof have been made to Lessee by Lessor, or their agents, prior to or at one time of execution of this Lease and Agreement.
8. At expiration of this Lease to give peaceable possession of the premises to the Lessors in as good condition as they are now situated, the usual wear and tear, inevitable accidents and the loss by fire, tornado windstorm and other natural disasters excepted.
9. To observe and comply with all the rules, regulations and laws now in effect or which may be enacted during the term or the continuance of this Lease, whether the same be by any municipal, county, state or federal authorities having jurisdiction over the premises made the subject hereof.
10. Failure of the Lessor to insist on the strict-performance of the terms, agreements and conditions herein contained, or any portion thereof, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to thereafter enforce any

ALFORD ENGINEERING, INC.

CONSULTING ENGINEERS

P.O. BOX 16621

JACKSON, MISSISSIPPI 39236-6621

5135 GALAXIE DRIVE, SUITE 401-D

JACKSON, MISSISSIPPI 39206

TELEPHONE: (601) 362-7450

FAX: (601) 366-5948

BOARD APPROVED

January 9, 2007

FEB 06 2007

Mr. Richard L. Broome, P.E.

City of Clinton

P.O. Box 156

Clinton, MS 39060

CITY OF CLINTON

RE: Proposed Assignment of Contract dated November 29, 2004, for Annexed Area Water Improvements.

Dear Mr. Broom,

We are pleased to announce that the employees of Alford Engineering, Inc. have become associated with Engineering Service, a Division of M & G Enterprises, Inc. The engineers and staff of Alford Engineering, Inc. are now part of the Engineering Service team. Although the company name will change, the faces that you have become familiar with will continue to handle the duties and obligations set forth in your contract.

Engineering Service was established in 1946 and has Mississippi offices in Jackson, Richland, Philadelphia/Choctaw, as well as an office in Mobile, Alabama. It is one of two wholly owned components of M&G Enterprises, Inc., a Mississippi corporation. Some of Engineering Service's clients are:

Rankin County Board of Supervisors

City of Richland, Ms.

City of Florence, Ms.

City of Mendenhall, Ms.

City of Winona, Ms.

City of Jackson, Ms.

Mississippi Band of Choctaw Indians

Southwest Rankin Water Association

Please feel free to contact us for additional information about Engineering Service or visit the web site at www.engservice.com. Our contact information will change in the future, but we will send an announcement prior to the change.

Please execute the enclosed Assignment of Contract document in order to assign the contract from Alford Engineering to Engineering Service. The terms of the contract will not be altered by this assignment, except that Alford Engineering, Inc. will no longer be the named consultant. Engineering Service will become the consultant of record, but you will still have the same people working on your contract.

Should you have any questions or concerns please feel free to contact us. Please sign the enclosed Assignment of Contract and return it in the enclosed postage pre-paid envelope. We thank you in advance for your cooperation.

Sincerely,

ALFORD ENGINEERING, INC.



Jerry Tullos, P.E.
President

BOARD APPROVED

FEB 06 2007

ASSIGNMENT OF CONTRACT

CITY OF CLINTON

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, ALFORD ENGINEERING, INC., Assignor, does hereby grant, convey, sell, assign, transfer, set over and warrant unto ENGINEERING SERVICE, a division of M & G ENTERPRISES, INC., Assignee, the rights, duties, obligations, and benefits of the following described contract(s):

1. City of Clinton
November 29, 2004
Annexed Area Water Improvements
\$57,142.25

ALSO, Assignor does hereby grant, assign, transfer, set over and warrant unto Assignee the Assignor's right to collect all monies that are unpaid, the sum of which is stated above, said monies to be paid in accordance with the terms of the subject contract.

FURTHER, Assignee hereby accepts Assignor's duties and obligation under the subject contract.

SO AGREED, this the 5th day of January, 2007.

ALFORD ENGINEERING, INC.

ENGINEERING SERVICE

By:

Jerry L. Miller

By:

Richard L. Scott

APPROVAL OF ASSIGNMENT

This assignment is hereby approved by the undersigned Customer, and Assignor is hereby discharged and released from its duties under the subject contract, as Assignee has accepted such duties and obligations.

SO APPROVED, this the 6th day of February, 2007.

CITY OF CLINTON

By:

Rosemary D. Quetman

FEB 06 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: FEBRUARY 6, 2007

AGENDA ITEM NO. 13.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: City of Jackson Water Certificate

INTRODUCED BY: Ken Dreher, City Attorney

BOARD ACTION:MOTION MADE BY: MorganSECONDED BY: Barnett

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	<u>A</u>	_____	_____
Hisaw	<u>✓</u>	_____	_____
Greer	<u>✓</u>	_____	_____
Bishop	<u>Did not vote</u>	_____	_____
Fisher	<u>A</u>	_____	_____
Morgan	<u>✓</u>	_____	_____
Barnett	<u>✓</u>	_____	_____
Mayor Aultman	_____	_____	_____

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

Bishop left meeting at 7:16 pm.

Bishop returned to meeting at 7:18 pm.

Bishop did not vote on this matter

such term, agreement or condition, but the same shall continue in full force and effect.

11. It is fully understood by Lessee that Lessor shall not be held liable or responsible for any damage to or theft of Lessee's property inside or around said property no matter what the cause. Lessee agrees it will take full responsibility for its own property and carry insurance to insure against such losses.

B: AGREEMENTS OF LESSOR:

Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. Lessor agrees that the Lessee is to perform all maintenance, including heating units, cooling units, plumbing, lights, window and door glass, pipe, electric, structure and all other items necessary to operate said business.
2. Lessee may make such alterations, additions or improvements in such parts of the building as they may deem necessary for its purposes, provided, however, written consent of Lessor is first obtained.
3. After the lease has expired the Lessee shall have an option for another year at the same price of \$30,000.00. After that the lease terms shall be renegotiated between Lessee and Lessor. If new terms cannot be agreed upon then Lessee shall have thirty days in which to vacate the premises. Lessee shall still pay the same monthly rental during these thirty days while vacating the premises.
4. All fixtures erected in or attached to premises by Lessee may be removed by Lessee at the termination of this Lease, provided (a) Lessee shall not then be in default in the performance of any of its agreements herein, (b) that such

removal shall not permanently damage the building, and that removal shall be made before the expiration of this Lease or any extension thereof.

C. MUTUAL AGREEMENTS OF LESSOR AND LESSEE:

1. Notices and demands by either Lessor or Lessee may be given by registered mail with postage prepaid, addressed to Lessor at 203 Clinton Parkway, Clinton, Mississippi 39056, or Lessee at City of Clinton, ATTN: CITY CLERK, P.O. Box 156, Clinton, Mississippi 39060-0156, subject to the right to either the Lessor or Lessee to designate by notice in writing at a new address to which said notices or demands must be sent.
2. All the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns, of respected parties hereto as if they were in all cases named.
3. WHEREVER the words "Lessor" and "Lessee" are used herein they shall be read as "Lessors" and "Lessees" in all cases where there is more than one Lessor and/or Lessee and with necessary grammatical changes as if duly made herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

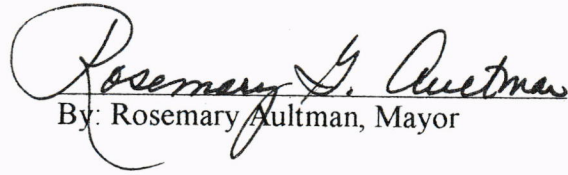
LESSOR:

JAMES D. RILEY, JR.

FEB 06 2007

CITY OF CLINTON

LESSEE: City of Clinton, Mississippi


By: Rosemary Aultman, Mayor

LEASE AGREEMENT

CITY OF CLINTON

THIS LEASE, made in Clinton, State of Mississippi, effective on the 1st day of January, 2007 between JAMES D. RILEY, JR., Clinton, Hinds County, Mississippi, hereinafter referred to as "Lessor", and CITY OF CLINTON, Hinds County, Mississippi, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor, for and in consideration of the agreements of Lessee hereinafter mentioned, hereby leases and lets to Lessee, and Lessee hereby leases from Lessor, the premises in Hinds County, Clinton, Mississippi, described as follows:

1448 Northside Drive, Clinton, Mississippi 39056.

This Lease is for a term of 24 months, beginning on January 1, 2007, and ending on December 31 2008.

A: AGREEMENTS OF LESSEE:

Lessee, in consideration of said leasing, agrees:

1. To pay as rent for the premises the sum \$60,000.00 in a lump sum no later than March 1, 2007.
2. To pay all charges for lights, gas and water furnished to or supplied to all or any part of the leased premises.
3. To pay all taxes and assessments, ordinary and extraordinary, general and specific, including the same of term of lease, which may be levied or assessed on or to the premises, except taxes assessed to real estate shall be borne by the Lesser.
4. To use and occupy the premises for office purposes and storage and not to use the premises for any unlawful purpose.

5. To keep the premises in as good repair as the same shall be at the commencement of the term; wear and tear arising from the reasonable use of the same and damages by the elements excepted.
6. Not to assign the Lease or sublet the premises or any portion of the same without written consent of Lessors, and permission to do so shall be in the exclusive discretion of Lessors. Lessors will not unreasonably withhold such consent.
7. Lessee has examined and knows the condition of the premises which is leased hereby and has received the same in as is condition, except as herein otherwise specified, and no representations as to condition or repair thereof have been made to Lessee by Lessor, or their agents, prior to or at one time of execution of this Lease and Agreement.
8. At expiration of this Lease to give peaceable possession of the premises to the Lessors in as good condition as they are now situated, the usual wear and tear, inevitable accidents and the loss by fire, tornado windstorm and other natural disasters excepted.
9. To observe and comply with all the rules, regulations and laws now in effect or which may be enacted during the term or the continuance of this Lease, whether the same be by any municipal, county, state or federal authorities having jurisdiction over the premises made the subject hereof.
10. Failure of the Lessor to insist on the strict-performance of the terms, agreements and conditions herein contained, or any portion thereof, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to thereafter enforce any

FEB 06 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET **CITY OF CLINTON**

BOARD MEETING DATE: FEBRUARY 6, 2007

AGENDA ITEM NO. 14.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Litigation

INTRODUCED BY: Mayor Aultman

BOARD ACTION:MOTION MADE BY:SECONDED BY:

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	A		
Hisaw			
Greer			
Bishop			
Fisher	A		
Morgan			
Barnett			
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE.

THANKS.

Hisaw
Greer
all aye

Entered executive session at
7:19 p.m.

Entered executive session

Hisaw
Greer.

Executive session ended
Hisaw motion 7:44 p.m.
Bishop second

**RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON REQUESTING THE CITY OF JACKSON
TO TRANSFER CERTAIN WATER FRANCHISE AREAS FROM
THE CITY OF JACKSON TO THE CITY OF CLINTON**

WHEREAS, the City of Jackson holds a certificate from the Mississippi Public Service Commission to provide water service in several areas within and adjoining the City of Clinton; and,

WHEREAS, these areas include a tract of land north and east of the City of Clinton, 1 tract of land east of the City of Clinton and 1 tract of land south of the City of Clinton, said tracts being described in the attached exhibits as Tract I, Tract II and Tract III; and,

WHEREAS, by informal agreement over the years the City of Jackson and the City of Clinton have for convenience and economical feasibility had the City of Clinton provide water services in portions of Tract I, Tract II and Tract III; and,

WHEREAS, most of Tract I is without water and/or sewer services and it will be more economically feasible for the City of Clinton to provide such services in these areas; and,

WHEREAS, water service is currently being provided by the City of Clinton in Tracts II and Tract III and the developed portion of Tract I.

NOW, THEREFORE, the Mayor and Board of Aldermen of the City of Clinton request the Mayor and City Council of the City of Jackson to formalize discussions previously held between the various officials and department managers of the two cities and coordinate the transfer of the water franchise within the three tracts from the City of Jackson to the City of Clinton and to secure approval by the Public Service Commission.

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

Alderman Brabham:	absent
Alderman Hisaw:	yes
Alderman Greer:	yes
Alderman Bishop:	absent
Alderman Fisher:	absent
Alderman Morgan:	yes
Alderman Barnett:	yes

Whereupon the Mayor declared the Resolution approved and adopted, this the 6th day of February 2007.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

By: Russell Wall
RUSSELL WALL, City Clerk

RESOLUTION-JACKSON WATER
02/07/07-JBELL



such term, agreement or condition, but the same shall continue in full force and effect.

11. It is fully understood by Lessee that Lessor shall not be held liable or responsible for any damage to or theft of Lessee's property inside or around said property no matter what the cause. Lessee agrees it will take full responsibility for its own property and carry insurance to insure against such losses.

B: AGREEMENTS OF LESSOR:

Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. Lessor agrees that the Lessee is to perform all maintenance, including heating units, cooling units, plumbing, lights, window and door glass, pipe, electric, structure and all other items necessary to operate said business.
2. Lessee may make such alterations, additions or improvements in such parts of the building as they may deem necessary for its purposes, provided, however, written consent of Lessor is first obtained.
3. After the lease has expired the Lessee shall have an option for another year at the same price of \$30,000.00. After that the lease terms shall be renegotiated between Lessee and Lessor. If new terms cannot be agreed upon then Lessee shall have thirty days in which to vacate the premises. Lessee shall still pay the same monthly rental during these thirty days while vacating the premises.
4. All fixtures erected in or attached to premises by Lessee may be removed by Lessee at the termination of this Lease, provided (a) Lessee shall not then be in default in the performance of any of its agreements herein, (b) that such

removal shall not permanently damage the building, and that removal shall be made before the expiration of this Lease or any extension thereof.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

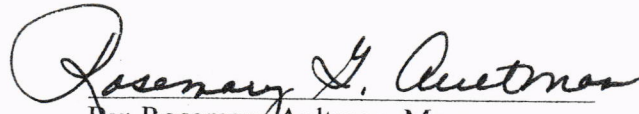
LESSOR:

JAMES D. RILEY, JR.

FEB 06 2007

CITY OF CLINTON

LESSEE: City of Clinton, Mississippi


By: Rosemary Aultman, Mayor

2/4/07

**PROPOSED CERTIFICATED AREA
TO BE TRANSFERRED FROM THE
CITY OF JACKSON TO THE CITY OF CLINTON
NOVEMBER, 2006**

TRACT 1:

Beginning at the Southwest corner of Section 3, Township 6 North, Range 1 West, Hinds County, Mississippi, run thence north for $\frac{3}{4}$ mile, thence east for 1 mile to a point on the West line of Section 3, run thence south for 1.17 miles or 6190.48' to a point being situated on the west line of section 11, Township 6 North, Range 1 West, Hinds County, Mississippi, run thence east for approximately 1,542.46 feet to a point (marker PNT. 257-B) on the North Right of Way line of Natchez Trace Parkway, run thence along said Right of Way S $44^{\circ}27'34''$ E for a distance of 450 feet to a point (marker PNT 258), run thence Southwesterly along said Right of Way to the West line of Section 11, Township 6 North, Range 1 West, Hinds County, Mississippi, run thence South $1\frac{1}{3}$ miles to the Southeast corner of Section 15, run thence east along said boundary for $\frac{1}{4}$ mile, thence south along said boundary for $\frac{1}{2}$ mile, thence west along said boundary for $\frac{1}{4}$ mile, thence south along said boundary for $\frac{1}{2}$ mile, thence west along said boundary for $\frac{1}{2}$ mile, thence north for $\frac{1}{2}$ mile, thence west for $\frac{1}{2}$ mile, thence north for $\frac{1}{2}$ mile to the Northwest corner of Section 22, run thence west for 2 miles, thence north for $1\frac{1}{2}$ miles, thence east for $\frac{1}{4}$ mile, thence south for $\frac{1}{4}$ mile, thence east for $\frac{1}{4}$ mile, thence south for $\frac{1}{4}$ mile to the Southeast corner of the Southwest Quarter of Section 8, run thence east for 1 mile, thence north for $\frac{1}{2}$ mile, thence west for $\frac{1}{2}$ mile, thence north for $\frac{1}{2}$ mile, thence east for 1 mile to the point of beginning.

The above described tract being situated in Sections 3, 8, 9, 10, 11, 15, 16, 17, 22, and 23, Township 6 North, Range 1 West, Hinds County, Mississippi.

TRACT II:

Beginning at the Northwest corner of the Northeast Quarter of Section 33, Township 6 North, Range 1 West, Hinds County, Mississippi, run thence east for approximately $\frac{1}{2}$ mile to the West Right-of-Way of Shaw Road, run thence southerly along the West Right-of-Way of Shaw Road to its intersection with the South Right-of-Way of U.S. Highway 80, run thence northwesterly along the South Right-of-Way of U.S. Highway 80 to its intersection with the East Line of the Northwest Quarter of the Northeast Quarter of Section 33, run thence south along the East Line of the said Northwest Quarter of the Northeast Quarter of Section 33 to the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 33, run thence west along the South Line of the Northwest Quarter of the Northeast Quarter of Section 33 to a point on the line between the East Half and the West Half of Section 33, run thence north for $\frac{1}{4}$ mile to the point of beginning.

The above described tract being situated in Sections 33 and 34, Township 6 North, Range 1 West, Hinds County, Mississippi.

TRACT III:

Beginning at the Northwest Corner of Section 6, Township 5 North, Range 1 West, Hinds County, Mississippi, run thence east for $1\frac{3}{4}$ mile to the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 5, run thence south along the East Line of the Northwest Quarter of the Northeast Quarter of Section 5 to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of Section 5, run thence west along the South Line of the Northwest Quarter of the Northeast Quarter of Section 5 to its intersection with the line between the East Half and the West Half of Section 5, run thence south along the line between the East Half and the West Half of Section 5 and continuing south along the line between the East Half and the West Half of Section 8 to a point lying 300 feet south of the South Right-of-Way of McRaven and Jackson Road, said road also being known as Dean Road, thence run westerly parallel to and 300 feet south of the South Right-of-Way of said McRaven and Jackson Road to its intersection with a point lying 1320 feet south of the North Line of Section 8, Township 5 North, Range 1 West, thence run west along a line 1320 feet south of and parallel to the North Line of said Section 8 to a point on the West Line of said Section 8, thence continue west along a line 1320 feet south of and parallel to the North Line of Section 7 for 1 mile to the West Line of Section 7, run thence north for $1\frac{1}{4}$ miles to the point of beginning.

The above described tract being situated in Sections 5, 6, 7, and 8, Township 5 North, Range 1 West, Hinds County, Mississippi.