

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 3, 2006 – 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 Greer followed by the Pledge of Allegiance to the Flag led by Alderman Bishop.

ROLL CALL – City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Mike Bishop – Alderman Ward 3
 William Barnett – Alderman Ward 6

Absent: Phil Fisher – Alderman Ward 4
 Mike Morgan – Alderman Ward 5

APPROVAL OF AGENDA ITEMS A-Y

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

ACCEPTANCE OF THE FINAL PLAT APPROVAL OF ROCKBRIDGE I

Upon presentation by Derick Milner, Assistant City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the final plat of Rockbridge I. A copy of the plat is on file with the Engineering Department. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF THE FINAL PLAT APPROVAL OF ROCKBRIDGE II

Upon presentation by Derick Milner, Assistant City Engineer, **MOTION** was made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the final plat of Rockbridge II. A copy of the plat is on file with the Engineering Department. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF THE FINAL PLAT APPROVAL OF STONEBURNE I

Upon presentation by Derick Milner, Assistant City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the final plat of Stoneburne I. A copy of the plat is on file with the Engineering Department. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF THE FINAL PLAT APPROVAL OF STONEBURNE II

Upon presentation by Derick Milner, Assistant City Engineer, and **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the final plat of Stoneburne II. A copy of the plat is on file with the Engineering Department. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF FINAL PLAT APPROVAL OF STONEBURNE III

Upon presentation by Derick Milner, Assistant City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the final plat of Stoneburne III. A copy of the plat is on file with the Engineering Department. **MOTION CARRIED UNANIMOUSLY**

ADOPTION OF OPERATION AND MAINTENANCE AGREEMENT FOR NRCS PROJECT

Upon presentation by Derick Milner, Assistant City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the adoption of the operation and maintenance agreement for the NRCS Project. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

DESIGNATION OF APPLICANT AGENT FOR MEMA DISASTER ASSISTANCE AGREEMENT

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett to approve Tim Rogers as the Designation of Application Agent for MEMA Disaster Assistance Agreement. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO AUTHORIZE THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CLINTON PUBLIC SCHOOLS FOR THE NATIONAL GUARD ARMORY PROPERTY

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Barnett to authorize Mayor Aultman to enter into a lease agreement with the Clinton Public Schools for the National Guard Armory Property. A copy of the lease agreement is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:43 P.M.

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

APPROVED: Rosemary G. Aultman
Rosemary Aultman, Mayor

January 9, 2006
Date

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

January 10, 2006
Date

JAN 03 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: January 03, 2006

AGENDA ITEM NO. 7,

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

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

DISCUSSION/ACTION: Acceptance of Final Plat approval of Rockbridge I

INTRODUCED BY:

BOARD ACTION:MOTION MADE BY: HisawSECONDED BY: Brabham

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	☒	☐	
Hisaw	☒	☐	
Greer	☒	☐	
Bishop	☒	☐	
Fisher	☐	☐	
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.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 03, 2006

AGENDA ITEM NO. 8,

CONSENT AGENDA: \$

TO: **BOARD APPROVED**

FOR:

JAN 03 2006

ACCOUNT NO.:

CITY OF CLINTON

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

DISCUSSION/ACTION: Acceptance of Final Plat approval of Rockbridge II

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

☒

Hisaw

☒

Greer

☒

Bishop

☒

Fisher

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.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 03, 2006

AGENDA ITEM NO. **9.**

CONSENT AGENDA: \$

TO:

FOR:

BOARD APPROVED

ACCOUNT NO.:

JAN 03 2006

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

CITY OF CLINTON

DISCUSSION/ACTION: Acceptance of Final Plat approval of Stoneburne I

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

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

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CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 03, 2006

AGENDA ITEM NO. 10.

CONSENT AGENDA: \$

TO:

FOR:

BOARD APPROVED

ACCOUNT NO.:

JAN 03 2006

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

CITY OF CLINTON

DISCUSSION/ACTION: Acceptance of Final Plat approval of Stoneburne II

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Greer

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

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.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 03, 2006

AGENDA ITEM NO. 11.

CONSENT AGENDA: \$

TO: **BOARD APPROVED**

FOR:

JAN 03 2006

ACCOUNT NO.:

CITY OF CLINTON

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

DISCUSSION/ACTION: Acceptance of Final Plat approval of Stoneburne III

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	☒	☐	
Hisaw	☒	☐	
Greer	☒	☐	
Bishop	☒	☐	
Fisher	☐	☐	
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.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 3, 2006

AGENDA ITEM NO. 12

CONSENT AGENDA: \$

TO: **BOARD APPROVED**

FOR:

JAN 03 2006

ACCOUNT NO.:

CITY OF CLINTON

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

DISCUSSION/ACTION: Adoption of operation and maintenance agreement for NRCS Project

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

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Hisaw

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Greer

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Bishop

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Fisher

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Morgan

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Barnett

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Mayor Aultman

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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.



WILLIFORD, GEARHART & KNIGHT, INC.

ENGINEERS & SURVEYORS

BOARD APPROVED

JAN 03 2006

CITY OF CLINTON

PRINCIPALS

Charles H. Williford, P.E., P.S.
Gregory A. Gearhart, P.E., D.E.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.
John C. Perry, P.E.

December 20, 2005

Mr. Richard Broome, P. E., City Engineer
City of Clinton
P. O. Box 156
Clinton, Mississippi

RECEIVED
DEC 20 2005

CITY OF CLINTON
ENGINEERING DEPARTMENT

Re: City of Clinton
2005 NRCS Emergency EWP
Northside Square Ditch, Northeast Lagoon Ditch, and Camp Garayaw Ditch
WGK #03-158

Dear Richard:

Enclosed are four (4) copies of the O&M Agreement and O&M Plan for the referenced project. Please present them to the Board of Alderman for their approval at their next meeting.

If you have any questions please call me at 925-4444.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

WKG
William S. (Bill) Gillil
Sr. Engineer Assistant

wsg

Dis/Act

Adoption of

Pc: Tim Rogers, Pul
Derrick Milner,
Steve Vodrazka,

*for NRCS
Project*

OPERATION AND MAINTENANCE AGREEMENT JAN 03 2006

This Agreement dated _____ is between the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS, and the following organization, hereinafter referred to as the Sponsor:

CITY OF CLINTON

City of Clinton
(Sponsor)

The Sponsor and NRCS agree to carry out the terms of this agreement for the operation and maintenance (O&M) of the following structures to be installed as part of the Clinton EWP in Hinds County, Mississippi. The following structures are a part of the Stream bank and road bank stabilization measures installed under the NRCS Emergency Watershed Protection program in Clinton MS:

Camp Garaywa Road, North Side Square, Sewer Main

The Sponsors' responsibility for O&M begins when a structure is determined complete by NRCS. This responsibility shall include the replacement of any component of the structures as needed. This O&M Agreement remains in effect for the program life of 100 years from the date the last structure covered by this Agreement is completed, as determined by NRCS. After the expiration of this O&M Agreement, the Sponsors may still continue to be liable until the structures are removed or modified to eliminate potential hazards.

General

A. The Sponsors shall:

- (1) Complete all maintenance, repair, or replacement activities within a reasonable time after the identification of such need.
- (2) Obtain prior NRCS approval of all plans, designs, and specifications for any planned alteration to the structures.
- (3) Be responsible for the replacement of structure components that have a design life of less duration than the program life of the structure.
- (4) Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the structures.
- (5) Notify NRCS of any proposed agreement with other parties for the operation or maintenance of all or any part of the structures, and provide NRCS with a copy of the executed agreement. Such agreements will not negate the sponsors' responsibilities as stated in this agreement.

- (6) Comply with the property management standards set forth in the NRCS Contracts, Grants, and Cooperative Agreements Manual, the National Watershed Manual, and all applicable Federal, State, local, and tribal laws and regulations.
- (7) Provide NRCS personnel or its agents the right of free access to the structure sites at any reasonable time for the purpose of carrying out the terms of the agreement.
- (8) Comply with Federal, State, local, and tribal laws and regulations in the operation and maintenance of the structures; and
- (9) Consider air and water quality, sediment control, and other environmental concerns in the operation and maintenance of the structures.
- (10) Be responsible for inspecting, operating and performing, or having performed, all operation, maintenance, and replacement activities associated with the structure and their components, as described in the O&M Plans.

B. The NRCS shall:

Upon request of the sponsor(s), and to the extent that its resources permit, provide consultative assistance in the operation, maintenance, and replacement of structures.

Operation and Maintenance Plan

An O&M Plan for the structure is attached to and is incorporated as part of this agreement. An amendment to this agreement incorporating the O&M Plans for the structure will be prepared prior to execution of fund obligating documents.

Inspections and Reports

The Sponsor shall inspect the structures as specified in the O&M Plans.

NRCS may inspect the structures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, NRCS personnel may assist the Sponsor while conducting the inspections.

Records

The Sponsor responsible for O&M of specific structures shall retain a record of all inspections and O&M performed including, costs and completion dates. Records shall be made available to NRCS upon request.

Violations

This O&M Agreement is a legally binding contract which shall be enforced as necessary to protect the interests of the government and the general public.

If NRCS determines that the sponsor(s) fail to comply with the provisions of the O&M Agreement and O&M Plan(s), the sponsor(s) will reimburse the Federal government for the financial assistance provided by NRCS, and the appropriate portions of USDA financial assistance provided for other practices that will be adversely affected by the violation. The Federal government shall have the right to take any further actions it deems necessary.

Review and Revision of this Agreement

This agreement and associated O&M Plans shall be reviewed at least once every 5 years by the sponsors and NRCS. This O&M Agreement and associated O&M Plans may be revised by mutual consent of both the sponsors and NRCS.

By: _____ Title: _____

This action was authorized at an official meeting of the Sponsor named immediately above on

Date: _____ Location: _____

Attest: _____ Title: _____

By: _____ Title: _____

USDA, Natural Resources Conservation Service

By: _____ Title: **State Conservationist**

(CHANNELS)

OPERATION AND MAINTENANCE PLAN

CAMP GARAYWA ROAD, NORTH SIDE SQUARE, SEWER MAIN EWP, CLINTON, MS

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

- A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Vegetation or other bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for each maintenance.

- B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation

- a. Reseed, resod, and fertilize areas of poor stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
- b. Cut or spray with approved herbicide and remove undesirable vegetation. observe ordinances regarding spraying and burning.
- c. Fertilize vegetation as required to maintain a vigorous stand.
- d. Control grazing to insure proper vegetative cover.
- e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined

- a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
- b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair of erosion damage at structures.

- c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d. Keep access roads for maintenance and maintenance travelways in usable conditions.
 - e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f. Renovate channel banks damaged by storm flow.
 - g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.
- C. The estimated average annual cost of providing the necessary maintenance for this measure is \$500. Funds to finance this cost will be provided by the CITY OF CLINTON, MS from general tax revenues.
- D. The CITY OF CLINTON, MS will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.
- The CITY OF CLINTON, MS with consultative assistance from the Natural Resources Conservation Service, will assist in the maintenance, which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.
- E. The measure will be inspected at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but will not be limited to an examination of the following items.
- 1. Stability of channel grades and side slopes
 - 2. Excessive sedimentation
 - ~~3.~~ Condition of riprapped areas
 - 4. Obstructions and undesirable vegetative growth
 - 5. Scour at bridge piers, abutments and other adjacent property
 - 6. Severity of erosion of berms and undesirable vegetative growth

7. Condition of cleared and snagged areas
 8. Condition of fences and gates
- F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.
 - G. These requirements will remain in effect until not applicable, or until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.
 - H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to this Plan.
 - I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

BOARD APPROVED

JAN 03 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTON

BOARD MEETING DATE: January 3, 2005

AGENDA ITEM NO.

13

Discussion/Action:

Designation of Applicant Agent for MEMA Disaster Assistance Agreement

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

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other :

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

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Mayor Aultman

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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

MEMORANDUM FOR RECORD	JAN 03 2006		
SUBJECT: EXIT INTERVIEW			
APPLICANT NAME:	City of Clinton, Ms		CITY OF CLINTON
KICKOFF MEETING DATE:	09/27/05	FIPS#	049-14420-00

Note the number of small and large Project Worksheets written for each category and the total number of PW's by Category. If there is no damage in a category, mark "N/A." This document is to be signed by the Public Assistance Coordinator, State Applicant Liaison, and the Applicant's Authorized Representative as shown on the RPA. Give a copy to the applicant and turn in the original to the data entry section.

Completed Categories	# Small Projects	# Large Projects	Total # of PW's	Estimated Cost
Category A: Debris Clearance		1	1	\$342,207.10
Category B: Protective Measures		1	1	\$127,919.52
Category C: Road Systems	1		1	\$3,423.10
Category D: Water Control Facilities				\$40,036.59
Category E: Building & Contents	2		2	
Category F: Public Utility System				
Category G: Other (Recreational)				
Total # of Project Worksheets				\$513,586.31

At this time, damage surveys in all categories of work are completed and all Project Worksheets are written. Exceptions are listed in the comment section below. Examples of exceptions are sites under water or Category A or B records being compiled for completed work. If additional damage is found, the applicant must notify FEMA in writing within 60 days of kickoff meeting: 10/25/05

Public Assistance Coordinator:		Date:
State Applicant Liaison:		Date:

I hereby certify that to the best of my knowledge and belief all work claimed is eligible in accordance with the grant conditions. All work will comply with the provisions of the Clean Water Act, Clean Air Act, Fish and Wildlife Coordination Act, Endangered Species Act, National Historic Preservation Act, related Federal Statutes, associated State, Tribal and Local Laws, Codes, Ordinances, and Other Statutes.

Complete records and cost documents for all approved work will be maintained for at least three (3) years from the date the last project was completed or on receipt of final payment, whichever is later.

Applicants have the right to appeal a decision. The appeal must be submitted within 60 days from receipt of the determination by FEMA or the State. All decisions should be addressed to the State Emergency Management Office.

Applicant Representative: <i>Joe Ryan</i>	Director of Public Works	Date: 12/22/05
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Comments:

JAN 03 2006

CITY OF CLINTON

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: Mayor & Board of Aldermen OF: Clinton
Governing Body City, County, Other Entity

THAT Tim Rogers Public Works Director
Name of Designated Agent Official Position

ADDRESS: 200 W. Leake St, TELEPHONE (W) 601-924-8238
Clinton, MS 39056

is hereby authorized to execute for and in behalf of Clinton, MS
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 3rd DAY OF January 2005.

[Signature] Alderman Ward 3
Name and Title
WM Barnes Alderman Ward 6
Name and Title
Tony Brown Alderman Ward 1
Name and Title

Mike Bishop Alderman Ward 3
Name and Title
John Bishop Alderman At Large
Name and Title

Name & Title

CERTIFICATION

I, Russell L. Wall, duly appointed City Clerk
Title
of THE City of Clinton, Mississippi, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the Board of Aldermen
Governing Body
of THE City of Clinton, Mississippi on the 3rd day of January, 2006.

1-3-2006
DATE

Russell Wall
SIGNATURE

JAN 03 2006

MEMORANDUM FOR RECORD		CITY OF CLINTON	
SUBJECT: EXIT INTERVIEW			
APPLICANT NAME:		City of Clinton	
KICK OFF MEETING DATE:	09/27/05	FIPS#	149-14420-00
Note the number of small and large Project Worksheets written for each category and the total number of PW's by Category. If there is no damage in a category, mark "N/A." This document is to be signed by the Public Assistance Coordinator, State Applicant Liaison, and the Applicant's Authorized Representative as shown on the RPA. Give a copy to the applicant and turn in the original to the data entry section.			
Completed Categories	# Small Projects	# Large Projects	Estimated Cost
Category A: Debris Clearance	n/a	1	\$342,207.10
Category B: Protective Measures	n/a	1	\$125,222.24
Category C: Road Systems	1	n/a	\$3,423.10
Category D: Water Control Facilities	n/a	n/a	\$0.00
Category E: Building & Contents	2	n/a	\$40,036.59
Category F: Public Utility System	n/a	n/a	\$0.00
Category G: Other (Recreational)	n/a	n/a	\$0.00
Total # of Project Worksheets	3	2	\$510,889.03
At this time, damage surveys in all categories of work are completed and all Project Worksheets are written. Exceptions are listed in the comment section below. Examples of exceptions are sites under water or Category A or B records being compiled for completed work. If additional damage is found, the applicant must notify FEMA in writing within 60 days of kickoff meeting: <u>11/26/05</u>			
Public Assistance Coordinator:		Date:	
State Applicant Liaison:		Date:	
I hereby certify that to the best of my knowledge and belief all work claimed is eligible in accordance with the grant conditions. All work will comply with the provisions of the Clean Water Act, Clean Air Act, Fish and Wildlife Coordination Act, Endangered Species Act, National Historic Preservation Act, related Federal Statutes, associated State, Tribal and Local Laws, Codes, Ordinances, and Other Statutes. Complete records and cost documents for all approved work will be maintained for at least three (3) years from the date the last project was completed or on receipt of final payment, whichever is later. Applicants have the right to appeal a decision. The appeal must be submitted within 60 days from receipt of the determination by FEMA or the State. All decisions should be addressed to the State Emergency Management Office.			
Applicant Representative:	Director of Public Works	Date: 12-27-2005	
Comments:			

BOARD APPROVED

JAN 03 2006

DESIGNATION OF APPLICANT AGENT

CITY OF CLINTON

BE IT RESOLVED BY: Mayor + Board of Aldermen OF: Clinton, MS
Governing Body City, County, Other EntityTHAT Tim Rogers Public Works Director
Name of Designated Agent Official PositionADDRESS: 200 W. Leake St., TELEPHONE (W) 601-924-2239 (H) _____
Clinton, MS 39056is hereby authorized to execute for and in behalf of Clinton, MS
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 3rd DAY OF January 2006.

[Signature] ALDERMAN WARD 2
Name and Title

Wm Barnett ALDERMAN WARD 6
Name and Title

Tony Brown ALDERMAN WARD 1
Name and Title

Mike Bishop ALDERMAN WARD 3
Name and Title

John Bradle ALDERMAN-AT-LARGE
Name and Title

Name and Title

Name + Title

CERTIFICATION

I, RUSSELL L. WALL, duly appointed CITY CLERK
Title

of, THE CITY OF CLINTON MISSISSIPPI, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the BOARD OF ALDERMEN
Governing Body

of THE CITY OF CLINTON, MISSISSIPPI, on the 3rd day of January, 2006.

1-3-2006

DATE

Russell Wall

SIGNATURE

FEMA Public Assistance Program
Hurricane Katrina FEMA 1604-DR-MS



FEMA
BOARD APPROVED

JAN 03 2006

DATE: 12/20/05

CITY OF CLINTON

FAX TO: Tim ROGERSFAX FROM: SKETEER JOHNSONFAX #: (601) 924-8532FAX #: 601-965-2811PHONE #: (601) 965-2519PAGES (INCLUDING COVER) 5

MESSAGE:

Tim,

Per our phone conversation on 12/20/05. Here are
the 2 documents which must be return to:

Joint Field Office

FEMA-1604-DR-MS

ATTN: Skeeter Johnson ~~SKETEER~~

Public Assistance

515 EAST Amite Street

Jackson, MS 39201

* Return original signature documents by Mail to above
address.

Fax Copies with same address on Cover Sheet to

(601) 965-2811

Attn Skeeter

Thank you Tim,
Skeeter

JAN 03 2006

CITY OF CLINTON

LOCAL APPLICANT'S AGENT

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities (such as debris removal, evacuation, sand bagging, etc.). When this happens, the local government must designate an Applicant's Agent who will be authorized by the City Council/Board of Supervisors to represent the city or county with federal and state agencies managing these public assistance programs.

Much of the work of an Applicant's Agent will start as soon as the disaster occurs. To save time in the first few days following a disaster, MEMA recommends that the Applicant's Agent be designated BEFOREHAND. By doing this, the city or county will give the person selected a chance to become familiar with these programs and to establish local procedures and systems before the disaster occurs.

The City Council/County Board should be particularly selective in naming an Applicant Agent. The designation must be made by the action of the full body and should be recorded in the official record as any other ordinance or resolution would be. The City Council/County Board should carefully select a person who is able to perform the duties that will be assigned.

The person selected must also be able to spend the major amount of time required to do the job. Once the Applicant's Agent is selected the City Council or County Board must give their support and help.

In simplest terms, the Applicant's Agent will represent the local government in managing the city or county applications for federal disaster assistance funds. The agent will be the contact person for Federal and State agencies dealing with the disaster programs. This person will be responsible for managing federal funds provided for the community, for following state and local bid and contract procedures, for maintaining auditable records and for seeing that all work is accomplished before the completion dates are reached.

The position of Applicant's Agent is highly responsible and requires a good deal of time and strong managerial skills. The person selected must have the full confidence of the City Council/County Board and must be given sufficient authority to take the steps required under Federal regulations.

Some counties have appointed the Chancery Clerk, County Administrator, County Engineer, or Emergency Management Director, City Manager or others. The choice is entirely up to the governing body.

BOARD APPROVED

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

JAN 03 2006

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT CITY OF CLINTON

DISASTER: FEMA-1604-DR-MSAPPLICANT ID NO: 049-14420-00APPLICANT NAME: Clinton, City Of

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency and the undersigned State Agency and political subdivision of the State, private nonprofit organizations or authorized tribal organizations. This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referred disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
5. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
6. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB circulars A-87, A-102, A-110, A-122, A-128, and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
7. The Applicant shall provide Quarterly Reports to the State which indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
8. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14. All audit reports should be forwarded to the Governor's Authorized Representative, Attention: Public Assistance.
9. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
10. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
11. The Applicant will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.

12. The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contract for repair or restoration of public facilities.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for another approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44CFR Part 206.
25. The applicant will provide copies of every audit report issued on the entity at the time of its receipt by the entity to the State.

Signed for the Applicant (Certifying Representative):_____
NAME_____
SIGNATURE_____
DATE**Signed for the State (Governor's Authorized Representative):**ROBERT R. LATHAM, JR.

NAME

SIGNATURE_____
DATE

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: JANUARY 2, 2006

AGENDA ITEM NO. 14.

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

JAN 03 2006

ACCOUNT NO:

CITY OF CLINTON

INTRODUCED BY:

DISCUSSION/ACTION: Authorizing the Mayor to enter into a lease agreement with the Clinton Public Schools for the National Guard Armory Property

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

☒

☐

Hisaw

☒

☐

Greer

☒

☐

Bishop

☒

☐

Fisher

☐

☐

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 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.

From: Sandy Halliwell
To: mayor@clintonms.org
Date: 12/14/05 8:32:38 AM
Subject: Armory Site

BOARD APPROVED

JAN 03 2006

DEC 16 2005

CITY OF CLINTON**CITY OF CLINTON**

Mayor Aultman:

The Board of Trustees of the Clinton Public School District received an opinion from the Secretary of State's Office that the district was not required to receive at least 5% of the appraised value on a lease classified as "other."

Due to the nature of the lease and since the lease for the Armory site is classified as "other", the board approved maintaining the current annual rent at \$1,215.51.

I will forward a copy of the 25 year lease to you for approval by the Board of Alderman. I will then forward the lease to Hinds County Board of Supervisor's for their approval.

When all approvals have been received, I will invoice for the annual payment and reimbursement of the \$500 appraisal fee. The lease does require re-appraisal after 8 and 16 years.

Please call me if you have any questions.

Sandy Halliwell, CPA, Finance Director
Clinton Public School District
P. O. Box 300, Clinton, MS 39060-0300
Phone 601-924-7533 Fax 601-924-6345

CC: Tommye Henderson

CITY OF CLINTON AGENDA ITEM FACT SHEET

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INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Bulley

SECONDED BY: Barnett

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

Morgan

Barnett

✓

Mayor Aultman

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Sandy Halliwell, CPA, Finance Director
Clinton Public School District
P. O. Box 300, Clinton, MS 39060-0300
Phone 601-924-7533 Fax 601-924-6345

CC: Tommye Henderson

**16th SECTION PUBLIC SCHOOLS TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

JAN 03 2006

STATE OF MISSISSIPPI
COUNTY OF HINDS**CITY OF CLINTON**

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS OTHER CLASSIFICATION LEASE AGREEMENT, (hereafter "Lease Agreement"), made and entered into this the 1st day of January, 2006 by and between the BOARD OF TRUSTEES OF THE CLINTON PUBLIC SCHOOL DISTRICT, (hereinafter "LESSOR"), whose address is P. O. Box 300, Clinton, Mississippi 39060-0300, telephone number is 601-924-7533 and, THE BOARD OF ALDERMEN OF THE CITY OF CLINTON (hereinafter "LESSEE"), whose address is P. O. Box 156, Clinton, MS 39060-0156, telephone number 601-924-5462.

WITNESSETH:

That, 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, as recorded on Minute Page ____, does hereby lease and rent unto LESSEE the following described land to-wit:

Section 16 - Township 6 North Range 2 West

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. **Term.** Subject to the other provisions herein contained, the term of this Lease Agreement shall be for twenty-five (25) years, beginning the 1st day of January, 2006, and ending on the 31st day of December, 2030 (called the "primary term"). It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is that LESSEE is hereby granted an option to renew this Lease Agreement for an additional "secondary term" of twenty-five (25) years from January 1, 2031, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding buildings and improvements not then owned by the LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his or her appraisal not more than twelve months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the additional secondary term of twenty-five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the initial primary term as may be required by statute. The cost of the new appraisal shall be borne by the LESSEE. A new lease shall be executed to effectuate the renewal term.

2. **Annual Rent.** LESSEE covenants and agrees to pay as rent to LESSOR the sum of \$1,215.51 per annum, on or before the anniversary of this lease 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 Board of Trustees of the Clinton Public School District. In the event of termination or cancellation any rental payment made shall be non-refundable. Rents shall be readjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 60 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. **Rent Adjustment.** The eighth and sixteenth dates of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

PAGE 2

hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the subject property.

- (a) LESSOR shall use its best efforts to cause the subject property to be reappraised and a redetermination made of the annual fair market rental amount within six months before any readjustment date. In the event the LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) LESSOR may proceed to have the lease premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by the LESSEE, using an appraiser selected by LESSOR.
- (b) Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to the LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the subject property (the "Alternate Procedure") as follows:
 - (1) LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (I) the fair market value of the land unencumbered by this lease and (II) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
 - (2) The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.
 - (3) The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

- (4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the subject property.
- (c) If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of the LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- (d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- (e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- (f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
- (g) LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, if ever any there be, applicable to the above-described property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for the LESSOR to enter upon the subject property, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to the LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of the LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

PAGE 4

restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the tax collector to recover any tax, assessment, fees and costs.

6. Remedies. In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, said LESSEE shall quit, deliver up and surrender possession of the subject property, and all LESSOR -owned structures and improvements thereon to the said LESSOR, and thereupon this Lease Agreement and all agreements and covenants on the LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the LESSEE'S nonfulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of subject property and all LESSOR- owned improvements thereon absolutely, and custom, usage, or law to the contrary notwithstanding. Any removal of property from the subject property shall be accomplished so as to leave subject property in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of the LESSEE'S property within one hundred and eighty (180) days of the said event. LESSEE shall be subject to the accrual of rent during said within one hundred and eighty (180) day period.

7. Curing Default. Notwithstanding any provisions of this Lease Agreement containing a DEFAULT provision, any present or future holder of a mortgage or deed of trust securing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, to either require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in subject property and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. Assignment. LESSEE shall have the full right and authority to sub-lease or assign this lease to the State of Mississippi and the United States of America this Lease Agreement **in whole** and to encumber the same. However, this lease may not be leased, assigned, transferred or conveyed to any other party without prior written consent of LESSOR which shall not be unreasonably withheld, and to the required consent and additional requirements, if any, of the Secretary of State of the State of Mississippi or other applicable government officials.

9. Regulatory Compliance. LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this instrument. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Agreement. Notwithstanding the requirements of this paragraph LESSEE:

- (a) Will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the subject property or transport to or from the subject property any hazardous substance or pollutant (as either may be defined by any present or future laws

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

PAGE 5

or regulations of any governmental authority or by any administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

- (b) Shall keep and maintain the subject property in compliance with and shall not cause or permit the subject property to be in violation of any environment laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous, and non-hazardous.
- (c) Shall give prompt written notice to LESSOR of:
 - (1) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the subject property or the migration thereof from or to other property;
 - (2) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the subject property or the migration thereof from or to other property.
 - (3) LESSEE'S discovery of any occurrence or condition that would cause the leased premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the subject property under any environmental or solid waste disposal law, regulation, ordinance or ruling.

10. Environmental Accidents. LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to LESSOR at the address provided in this instrument. LESSEE shall also furnish LESSOR a copy of all filings, including but not limited to, concerning environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters arising out of the use and occupation of the premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon LESSOR with those duties being exclusively LESSEE'S.

11. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this instrument and fails to cure the same after thirty (30) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, or the Secretary of State, as supervisory trustee, (in the event the Secretary of State institutes legal action) its reasonable costs and expenses in enforcing the instrument, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

12. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified 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.

To LESSOR:

16th Section Manager
Clinton Public School District
P. O. Box 300
Clinton, Mississippi 39060-0300
Telephone: 601-924-7533
Fax: 601-924-6345

**16th SECTION PUBLIC SCHOOL TRUST LANDS
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To LESSEE:

Mayor
City of Clinton
P. O. Box 156
Clinton, MS 39060-0156
Telephone: 601-924-5462
Fax: 601-925-4605

13. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless the State of Mississippi and 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.

14. Mortgage Transactions. The preceding restrictions on assignments of this lease shall not apply to and no prior approval of LESSOR shall be required for (i) a mortgage of the leasehold estate (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within 10 days thereafter, to provide LESSOR with a copy of the assignment. No mortgagee shall be deemed to have assumed and no mortgagee shall be personally obligated to perform any of LESSEE'S obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to LESSOR in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of the LESSEE which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not prorated. Nothing contained in this lease or in any mortgage shall release LESSEE from the full and faithful performance of LESSEE'S obligations under this lease or from any liability for non-performance or constitute a waiver of any right of LESSOR against LESSEE. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of LESSEE; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this lease has been mortgaged or pledged as security.

15. 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, timber 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.

16. Quiet Possession. LESSEE shall have quiet and peaceful possession of subject property as long as compliance is made with the terms of this agreement.

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17. Bankruptcy or Judgments. LESSEE hereby covenants and agrees that if an execution or process is levied upon the subject property or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement.

LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of the LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

18. Condemnation. If the whole of the subject property, or such portion thereof as will make the subject property unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the subject property shall belong to the LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude the LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other amounts to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

19. Classification/Use.

- (a) The lands herein have been classified as Other in accordance with §29-3-31 et seq Miss. Code Ann (1972) as amended.
- (b) LESSOR warrants that the subject property shall be permitted to be used as a National Guard Armory for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.
- (c) LESSEE shall not use the subject property for any of the following purposes: The operation of a business or proprietorship where activities are considered hazardous including, but not limited to, demolition or the storage or use of dangerous substances. Any activity considered to be a nuisance. Any activity that is unlawful or immoral. Any activity which at the discretion of the LESSOR is inappropriate upon Sixteenth Section Land.

20. Successors. To the extent assignment of this Lease Agreement is allowed by the above provisions this Lease Agreement shall be binding upon the LESSEE'S successors and assigns.

21. General Duties of LESSEE. LESSEE agrees:

- (a) To comply with all laws and ordinances applicable to the use of the property including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.
- (b) To allow inspection of the leased premises during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity.
- (c) To perform all obligations herein expressed in a prompt fashion, without notice or demand.
- (d) To surrender the subject property upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified.

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- (e) To provide LESSOR, at each rental adjustment date, written certification by LESSEE or an officer of LESSEE of compliance with the provisions of this lease pertaining to environmental matters.
- (f) To maintain the subject property at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

22. Alteration. It is expressly agreed by and between the parties that the LESSEE will not make any alteration upon the subject property 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. LESSEE also covenants and agrees to maintain the subject property in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

23. Reservations. LESSOR reserves title to all oil or gas, coal, ignite or other minerals in, on, or under the subject property, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the subject property.

24. Timber. LESSOR reserves and excepts from said lease all timber now or during the term, being situated on the subject property with right of ingress and egress to remove same, and with the right to sell all or any part of said timber without breach of any right of LESSEE hereunder.

25. Rights-of-Way. LESSOR reserves the right to grant or sell right-of-way across the subject property for roads, highways, railroads, fiber optic cables or any public utility line. Provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

26. Recording. LESSOR will deliver this Lease Agreement to the Chancery Clerk of Hinds County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of \$11.00 payable to such Chancery Clerk as recording fees.

27. 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.

28. Interpretation. The parties to this Lease Agreement acknowledge that this agreement has been drafted by both parties and any ambiguities shall not be construed against a single party.

29. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi and that jurisdiction and venue for any actions arising from this

Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of Hinds County, Mississippi.

30. 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. This Lease Agreement contains Exhibit "A." If Exhibit "A" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

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IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 13 day of December, 2005.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

Clinton Public School District

BY: Immye C. Henderson
Superintendent of Schools

BY: Anthony Jackson
School Board President

Hinds County Board of Supervisors

BY: _____
President, Board of Supervisors

LESSEE:

City of Clinton

BY: Rosemary D. Quetman
Mayor

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STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for said county and state, on this the 13th day of December, 2005, within my jurisdiction, the within named, Tommy C. Henderson, Clinton Public School District, Superintendent of Schools, and Denotris Jackson, School Board President, of the Clinton Public School District Board of Trustees, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Trustees of the Clinton Public School District, they executed the above and foregoing instrument for and on behalf of said Board of Trustees, after first having been duly authorized so to do.

Shenea D. Taylor
(Notary Public)

My Commission Expires:

~~MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 12, 2007
(BONDED THROUGH A REGAL NOTARY SERVICE)~~

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the said county and state, on this the _____ day of _____, 20____, within my jurisdiction, the within named _____, who acknowledged to me that she is the President of the Board of Supervisors of Hinds County, Mississippi, and that in said representative capacity he executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

(Notary Public)

My Commission Expires:

(Affix official seal, if applicable)

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, 20____, within my jurisdiction, the within named Rosemary Aultman who acknowledged that she is Mayor of the City of Clinton, Mississippi, and that in said representative capacity she executed the above and foregoing instrument for and on behalf of said City of Clinton, after first having been duly authorized so to do

(Notary Public)

My Commission Expires:

(Affix official seal, if applicable)

**EXHIBIT "A"
DESCRIPTION OF PROPERTY**

Beginning at the intersection of the east right of way line of Cynthia Road and the north right of way line of Northside Drive as the same are presently constructed; run thence North along the said east right of way line of Cynthia Road 500 feet to a point; run thence east 610 feet to a point; run thence 500 feet south to a point on said north right of way line of Northside Drive; run thence west 610 feet along said north right of way line to the point of beginning and being a tract of land seven (7) acres in size, more or less, in the northeast quadrant of the intersections of said Cynthia Road and Northside Drive in the southeast quarter of Section 16, Township 6 North, Range 1 West, First Judicial District, Hinds County, Mississippi.