

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 3, 2003 – 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 Brantley followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL - City Clerk Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw - Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher – Alderman Ward 4
 Herb Touchton – Alderman Ward 5
 Sharbert Lott – Alderman Ward 6
 Ken Dreher - City Attorney

APPROVAL OF AGENDA ITEMS A-T

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

PUBLIC HEARING – TAX INCREMENT FINANCING PLAN FOR CLINTON PARKWAY PROJECT

As shown by proof of publication that a public hearing would be held on June 3, 2003, notifying the public of the Tax Increment Financing Plan for Clinton Parkway Project, Mayor Aultman called said public hearing to order. Chris Gouras of Urban Planning Consultants, Inc. presented the Plan and requested questions and comments relative thereto from attendees. There were none. At that time, Mayor Aultman declared the public hearing closed. A roster of interested persons is attached. Written comments will be accepted by the City Clerk until 7:00 p.m., June 17, 2003. **NO BOARD ACTION**

APPROVAL TO REQUEST TO REZONE FROM R1 TO C1 ON PROPERTY LOCATED AT 204 MCRAVEN STREET

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve an ordinance amending the official Zoning Ordinance and Zoning Map of the City of Clinton for the property located at 204 McRaven Street from R1 to C1. The Planning & Zoning Commission recommended approval. A copy of the ordinance is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A PRELIMINARY SITE PLAN FOR CLINTON STORAGE PARK AT 517 SPRINGRIDGE ROAD

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve a preliminary site plan for Clinton Storage Park at 517 Springridge Road. The Planning & Zoning Commission recommended approval. A copy of the site plan is file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION APPROVING A DIMENSIONAL VARIANCE FOR JERRELL & MARTHA HUTSON, 402 MAIN STREET

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Greer to approve a Resolution approving a dimensional variance for Jerrell & Martha Hutson, 402 Main Street. The Planning & Zoning Commission recommended approval. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO RELOCATE HOUSE FROM 204 CAPITOL STREET TO 402 MAIN STREET

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to approve the relocation of a house located at 204 Capitol Street to 402 Main Street. The Planning & Zoning Commission recommended approval. The Historical Preservation Committee recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO RELOCATE HOUSE LOCATED AT 405 MADISON STREET TO ADJACENT LOT

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the relocation of house located at 405 Madison Street to the adjacent lot. The Planning & Zoning Commission recommended approval. The Historical Preservation Committee recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF ILLICIT DISCHARGE AND CONNECTION STORM WATER ORDINANCE

Upon recommendation by Bert Kurykendall, Assistant Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brantley to approve an Illicit Discharge and Connection Storm Water Ordinance. A copy of the Ordinance is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL CONTRACT CHANGE ORDER FOR 2002 SRF WATER IMPROVEMENTS DISTRIBUTION IMPROVEMENTS-CONTRACT 2

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Lott to approve final contract Change Order for 2002 SRF Water Improvements Distribution Improvements-Contract 2 from \$429,677.68 to \$429,752.68. A copy of the Change Order is attached. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION TO MAKE OFFER OF APPRAISED VALUE FOR PURCHASE OF NEW WATER TANK SITE

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** Alderman Brantley to authorize the Mayor to offer the Mississippi Baptist Convention Board \$14,000 for property on which the City plans to build a new water tank. **MOTION CARRIED UNANIMOUSLY**

REVIEW OF CITY OF CLINTON ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2002

No official Board action required.

APPROVAL OF RENEWAL OF CABLE TELEVISION FRANCHISE BETWEEN THE CITY OF CLINTON AND TIME WARNER CABLE

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the renewal of Cable Television Franchise between The City of Clinton and Time Warner Cable for a term of 15 years. The franchise fee will remain at 3%. A copy of the Franchise agreement is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF LEASE AGREEMENT BETWEEN CLINTON PUBLIC SCHOOLS AND CITY OF CLINTON ON BMX TRACK

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Greer to approve the lease agreement between Clinton Public Schools and City of Clinton on BMX Track in the amount of \$325.00. The term of this lease is to begin May 1, 2003 and end on November 30, 2003. A copy of the lease agreement is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF SECOND FIVE-YEAR EXEMPTION FROM PROPERTY TAXES FOR GULF STATE CANNERS, INC.

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve second a five-year exemption from property taxes for Gulf State Cannery, Inc. on property having a fair value of \$434,047 for the period of January 1, 2003 to December 31, 2007. A copy of the Final Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF INITIAL FIVE-YEAR EXEMPTION FROM PROPERTY TAXES FOR DELPHI AUTOMOTIVE SYSTEMS, LLC

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a five-year exemption from property taxes for Delphi Automotive Systems, LLC on property having a fair value of \$13,428,746 for the period of December 30, 2002 to December 31, 2007. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF INITIAL FIVE-YEAR EXEMPTION FROM PROPERTY TAXES FOR DELPHI AUTOMOTIVE SYSTEMS, LLC

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve an initial five-year exemption from property taxes for Delphi Automotive Systems, LLC on property having a fair value of \$8,241,885 for the period of December 31, 2001 to December 30, 2006. A copy of the Final Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF INITIAL FIVE-YEAR EXEMPTION FROM PROPERTY TAXES FOR TELEPAK, INC.

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve an initial five-year exemption from property taxes for Telepak, Inc. on property having a fair value of \$237,361 for the period of December 31, 2002 to December 30, 2007. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

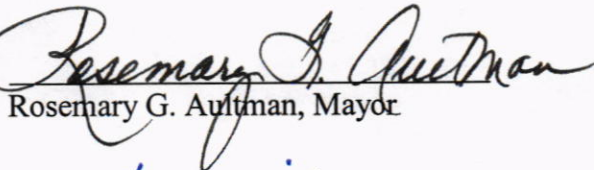
APPROVAL OF APPLICATION FOR EMERGENCY WORK BY USDA NATURAL RESOURCES CONSERVATION SERVICE IN THE AMOUNT OF \$156,000

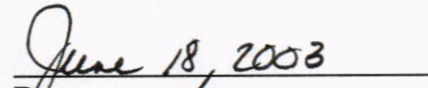
Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to approve application for emergency work by USDA Natural Resources Conservation Service in the amount of \$156,000, the City share being 15% or approximately \$24,000. A copy of the Application is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:43 P.M.

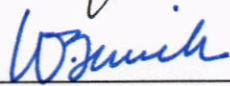
MOTION made by Alderman Brantley and **SECONDED** by Alderman Lott to adjourn. **MOTION CARRIED UNANIMOUSLY**

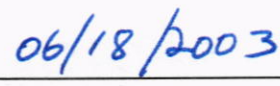
APPROVED:


Rosemary G. Aultman, Mayor


Date

ATTEST:


Wayne Derrick, City Clerk


Date



The City Clerk reported that pursuant to a resolution of the Mayor and Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "City"), calling for a public hearing to be held at 7:00 P.M. on Tuesday, June 3, 2003, with respect to the Tax Increment Financing Plan, Clinton Parkway Project, Clinton, Mississippi, June 2003 (the "TIF Plan"), he did cause a notice of the public hearing to be published in the *Clinton News*, a newspaper having a general circulation in the City, on May 22, 2003, as evidenced by proof of publication on file in the office of the Clerk. At said public hearing, all present were given an opportunity to present oral and/or written comment on the TIF Plan. Alderman Brantley offered and moved the adoption of the following resolution:

**A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION
OF THE TAX INCREMENT FINANCING PLAN, CLINTON PARKWAY PROJECT, CITY OF
CLINTON, MISSISSIPPI, JUNE 2003**

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the "Governing Body" on May 20, 2003 did adopt a certain resolution entitled:

**RESOLUTION OF THE MAYOR AND ALDERMEN OF THE CITY OF CLINTON
MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE
AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH
RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF
TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE
CLINTON PARKWAY PROJECT IS A PROJECT ELIGIBLE FOR TAX
INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC
HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT
FINANCING PLAN, AND FOR RELATED PURPOSES.**

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published in the *Clinton News*, a newspaper having a general circulation within the City, and was so published in said newspaper on May 22, 2003, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at the Municipal Building and Police Station, Clinton, Mississippi, at 7:00 P.M. on Tuesday, June 3, 2003, in order for the general public to state or present their views on the Plan; and

WHEREAS, at 7:00 P.M. on Tuesday, June 3, 2003, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, AS FOLLOWS:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan, and does hereby adopt and approve such Plan as presented in order to assist in the development of the proposed Project by issuing Tax Increment Financing Revenue Bonds, Notes, or other debt obligations in an amount not to exceed \$250,000 for the purpose of providing funds

necessary to defray the cost of constructing infrastructure and other related improvements, which may include, but not necessarily be limited to, installation of utilities such as water, sanitary sewer, and natural gas lines; installation of drainage; construction of roadways with curb and gutter; installation of traffic signalization and signage; sidewalks; relocation of utilities; landscaping of rights-of-way for the installation of the infrastructure improvements described hereinabove; TIF Plan preparation fees; and other incidental costs and related professional fees in connection with construction and development in the TIF District as identified in the TIF Plan.

SECTION THREE: That the Tax Increment Revenue Bonds, Notes, or other debt obligations of the City shall be issued pursuant to further proceedings of the Governing Body

Alderman Lott seconded the motion to adopt the foregoing resolution and after the same had been read and considered section by section and put to a roll call vote, the result was as follows:

Alderman Jehu Brabham
Alderman Tony Hisaw
Alderman Tony Greer
Alderman Clint Brantley
Alderman Phil Fisher
Alderman Herb Touchton
Alderman Sharbert Lott

voted: yes
voted: yes
voted: yes
voted: yes
voted: absent
voted: absent
voted: yes

The motion having received the affirmative vote of a majority of all of the members of the Governing Body present, the Mayor declared the motion carried and the Resolution adopted on this the 3rd day of June 2003.

The City of Clinton, Mississippi

By: Rosemary A. Aultman
Rosemary Aultman, Mayor

Attest:

Wayne Derrick

Wayne Derrick, City Clerk

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 7. a

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: 204 McRaven Street
Request to rezone from R1 to C1

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution X

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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.

OFFICIAL FORM

JUN 03 2003

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI FOR THE PROPERTY LOCATED AT 204 McRAVEN STREET, CLINTON, MISSISSIPPI, AND AS DESCRIBED HEREIN, FROM R1 TO C1

WHEREAS, Mr. Bill Smith (the "Applicant") did file a petition to Rezone certain property from its present R1 use district classification to a C1 use district classification; and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 27th day of May 2003, at 7:00 o'clock P.M.; and,

WHEREAS, the City of Clinton did cause notice of said hearing to be published in the *Clarion Ledger*, a newspaper published in Hinds County, Mississippi, in the manner and for the time required by law, and did post notice upon the affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Planning Commission of the City of Clinton, Mississippi, did conduct a full and complete hearing, and thereafter, did recommend the petition of the applicants be approved, pursuant to Section 2406 of the Zoning Ordinance; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen of the City of Clinton, along with the recommendation of the Planning Commission, as shown in minutes of said minutes and exhibits attached thereto, and after discussion thereof, Alderman Daughton offered the following ordinance and moved that it be adopted, to-wit;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That this matter was presented as required by Section 2406 of the City of Clinton Zoning Ordinance and the Mayor and Board of Aldermen hereby find that this request meets the requirements of Section 2406.03(a) Criteria for Rezoning, the Mayor and Board of Aldermen specifically finding that the character of the neighborhood has changed to such an extent as to justify reclassification and that there is a public need for additional restricted commercial district within the City of Clinton.

Section 3. That pursuant to Article XV of the Zoning Ordinance, the proposed facility shall be "C1 - Restricted Commercial".

Section 4. That the following described tract of real property be, and the same is, hereby rezoned from its present R1 use district classification to C1 use district classification and that said rezoning is consistent with the current Comprehensive Plan of the City of Clinton, to-wit:

A tract of land situated in the City of Clinton, the First Judicial District of Hinds County, Mississippi and more completely described as Lot 1, Block A Todd Addition, less triangle southwest corner to City for street; 226.5 feet west side Livingston Street x 103.6 north side of Nashville Road. Being part lots 4 & 6 and all lot 5, Block A, Todd Addition in the City of Clinton. Also known as 204 McRaven Street

Section 5. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

Section 6. That this ordinance shall take effect thirty days from and after passage.

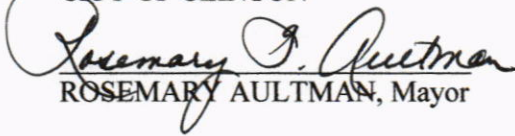
ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 3rd day of June 2003.

A Motion for adoption was seconded by Alderman ^{Lott} Greer and the foregoing ordinance 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 voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted. The foregoing ordinance was approved this the 3rd day of June 2003.

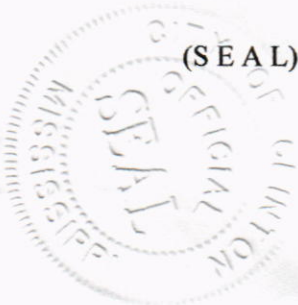
CITY OF CLINTON


ROSEMARY AULTMAN, Mayor

ATTEST:


WAYNE DERRICK, City Clerk

(SEAL)



Dr. John M. Goolsby, Jr.

Clinton Family Dentistry
703 HWY 80 West, Suite C
Clinton, MS 39056

Phone: (601) 925-4044
Fax: (601) 914-1891
plaque2@aol.com

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April 1, 2003

City of Clinton
Zoning and Planning Committee

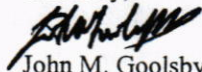
Dear Board,

I am requesting rezoning of the following plot of land along the Clinton Parkway: 204 McRaven Street. Under the criteria for rezoning (Section 2406.03b- Zoning Ordinance), we shall illustrate that the character of the said neighborhood has indeed changed to such an extent as to justify reclassification and that there is a public need for rezoning.

The land in question is owned by Bill Smith and is at the present time listed as R-1 land; we would like to have the land rezoned to C-2 to accommodate a family dental practice: Clinton Family Dentistry. My father and I have been leasing space at the present time and would love the opportunity to invest a firm commitment into the city of Clinton and its constituents. As a lifelong Clinton resident, I could not dream of no other place to establish my practice. I fully understand the desire to keep the Clinton Parkway looking its best and I can assure you that our proposed office will fit well into its design.

Thank you for your time and your consideration of this matter. I will be present at the April 22, 2003 meeting for any inquiries you may have into the matter.

Sincerely,



John M. Goolsby, Jr.

REQUEST FOR REZONING APPLICATION

Subject Property Address 204 McRaven St

Owner Billy Smith

Address 204 McRaven St

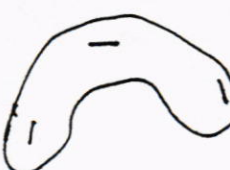
Clinton, MS 39056

Phone # (601) 924-2239 924-6879

Current Zoning District R-1

Requested Change C-2

Requirements of Applicant:

- 
1. Letter stating reason for requested zoning change.
 2. Copy of the written legal description.
 3. Site plan of property.
 4. Identification of property owners within 160 feet of subject property.
 5. \$250.00 fee required for processing.

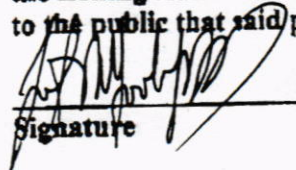
Criteria for Rezoning: (Section 2406.03 - Zoning Ordinance)

- (a). Show proof that a mistake was made in the original zoning.
"Mistake" in this context shall refer to a clerical or administrative error.
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for rezoning.


Signature

3/25/03
Date

PROPERTY LINES WERE ESTABLISHED USING
THE PHYSICAL EXISTANCE OF STREETS
AND THE DOCUMENTS OF RECORD

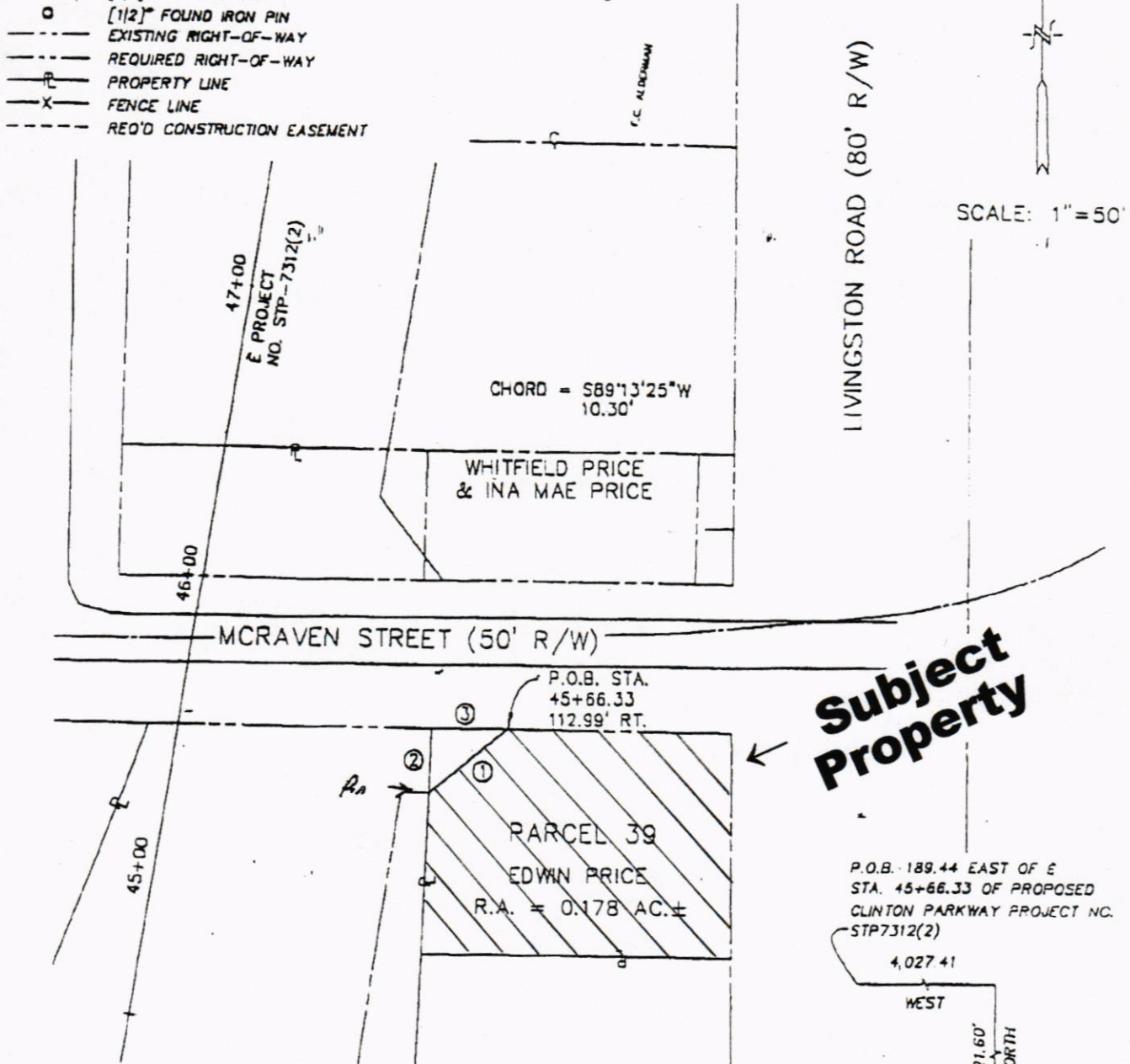
IMPROVEMENTS ARE NOT INDICATED ON
THIS SURVEY.

CLASS "B" SURVEY AS PER RULES AND REGULATIONS
OF MISSISSIPPI STATE BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS

BEARINGS SHOWN ON THIS PLAT WERE
DERIVED FROM A SOLAR OBSERVATION
AT STATION 10+68.73 OFFSET 18.13' LEFT
FORESIGHTING A POINT AT STATION 15+49.72
OFFSET 62.96' RT. (N 05° 17' 09" E)

LEGEND

- (1/2)" SET IRON PIN
- (1/2)" FOUND IRON PIN
- EXISTING RIGHT-OF-WAY
- - - REQUIRED RIGHT-OF-WAY
- PROPERTY LINE
- X- FENCE LINE
- - - REQ'D CONSTRUCTION EASEMENT



LINE TABLE

NO	BEARING	DIST.
1	S52°16'39"W	34.10'
2	N02°30'19"E	21.11'
3	S89°29'34"E	28.05'

REFERENCE MATERIALS

O.B. 3458 PG. 742
TAX MAP 086.15

REMAINING AREA TAKEN FROM
TITLE OR RECORD DESCRIPTION

POINT OF COMMENCEMENT NE
CORNER OF SECTION 29 T6N R1W
HINDS COUNTY, MISSISSIPPI

INSET "A"

DESCRIPTION:

PARCEL 39
EDWIN PRICE
DEED BOOK 3458 PAGE 742
SECTION 20, T6N - R1W
CITY OF CLINTON
HINDS COUNTY, MISSISSIPPI

CLINTON PARKWAY
CITY OF CLINTON
HINDS COUNTY, MISSISSIPPI
PROJECT NO. STP-7312(2)

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 7.6

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: 517 Springridge Road
Preliminary Site Plan
Clinton Storage Park

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

Brabham
Greer

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

1

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

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 7.C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: 402 Main Street (Jerrell & Martha Hutson)
Dimensional variance

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution X

Invoice
Plans, Maps
Contract

Other:

Touchton
Greer

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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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.

JUN 03 2003

RESOLUTION

CITY OF CLINTON

RESOLUTION APPROVING A DIMENSIONAL VARIANCE FOR JERRELL & MARTHA HUTSON, 402 MAIN STREET, CLINTON MISSISSIPPI, AS DESCRIBED IN EXHIBIT "A"

WHEREAS, Mr. and Mrs. Jerrell Hutson., has requested a dimensional variance on the setback requirements as set in Section 401.06 of the Zoning Ordinance of the City of Clinton, Mississippi; and,

WHEREAS, the Zoning Ordinance of the City of Clinton, Mississippi now require certain setback requirements as set forth therein; and,

WHEREAS, because of the unusual shape of the subject property a variance is needed from the required setbacks; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, find that the requested variance will be in harmony with the general purpose and intent of the Zoning Ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and,

WHEREAS, the Owner has complied with the requirements of the Zoning Regulations regarding dimensional variance; and,

WHEREAS, the Planning and Zoning Board has recommended granting the dimensional variance request for the building setbacks as set out in its minutes.

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the requested dimensional variance should be granted as follows:

1. A dimensional variance shall be granted to permit a building setback of fifty (50) feet from the railroad right-of-way.
2. The legal description of the subject property is shown in Exhibit "A" attached hereto.
3. The setback variances shall be generally as shown in the proposed site plan attached hereto as Exhibit "B".

Except as modified hereby, this property shall be subject to all applicable ordinances and regulations.

The foregoing Resolution, having been reduced to writing, Alderman Touchton moved that said Resolution be adopted. Alderman Greer seconded. The vote was as follows:

Alderman Brabham voted: yes
Alderman Hisaw voted: yes
Alderman Greer voted: yes
Alderman Brantley voted: yes
Alderman Fisher voted: yes
Alderman Touchton voted: yes
Alderman Lott voted: yes

Whereupon the Mayor declared the Motion carried and the resolution approved and adopted. The foregoing resolution was approved this the 3rd day of June 2003.

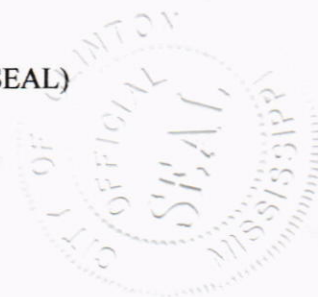
CITY OF CLINTON

BY: Rosemary J. Aultman
ROSEMARY AULTMAN, MAYOR

ATTEST:

W. Derrick
WAYNE DERRICK, CITY CLERK

(SEAL)



BOARD APPROVED

Exhibit "A"

JUN 03 2003

CITY OF CLINTON

Begin south side E. Main Street 255.6 feet east of centerline of Landrum Street;
south 215.56 feet east, 43 feet south, 36.15 feet east, 267.3 feet north, 63.6 feet to
railroad northwest 309 feet westernly 61.8 feet to Point of Beginning.

A parcel of land situated in the NW1/4 of Section 29, Township 6 North, Range 1
West, Hinds County, Clinton, Mississippi.

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON

MAY 1, 2003

**TO: Gary Ward
Zoning Department
Clinton, Mississippi**

**FROM: Jerrell and Martha Hutson
403 W. Madison
Clinton, Mississippi** 750-1996

RE: House Moving

We wish to request permission to move the house located at 204 Capitol Street, Clinton, Mississippi to a tract of land next to the railroad tracks on East Main Street in Clinton. Both the house and lot are presently owned by Mississippi College. Ownership of the house and the East Main lot will be transferred to us by the projected date of moving: June, 2003.

We plan to restore the house using the Old Towne regulations as a guide.

Attached is a photo of the house. Please let us know as soon as possible the disposition of this matter. Thank you.

Martha G. Hutson

Jerrell B. Hutson

JB Hutson

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 7.d

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: 402 Main Street (Jerrell & Martha Huston)
Relocate house from 204 Capitol Street to 402 Main Street

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

Touchton
Brabham

RECOMMENDATION: Planning and Zoning Commission recommends approval.
Historical Preservation recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

AYE
AYE
AYE
AYE
AYE
AYE
AYE

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

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 7. e

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: 405 Madison Street (Jerrell & Martha Huston)
Relocate house to adjacent lot

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.
Historical Preservation recommends approval.

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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.

MAY 1, 2003

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON

TO: Gary Ward
Zoning Department
Clinton, Mississippi

FROM: Jerrell and Martha Hutson
403 W. Madison
Clinton, Mississippi

750-1996

RE: House Moving

We wish to request permission to move the house located at 405 W. Madison Street, Clinton, to the adjacent lot, located just east of its present location.

Our plans are to paint the exterior a khaki color with white trim and restore the historical marker. Projected time of moving is June, 2003.

A photo of the house is attached.

We would appreciate your letting us know as soon as possible the disposition of this matter. Thank you.

Martha G. Hutson

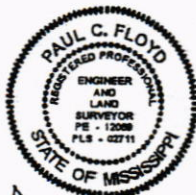
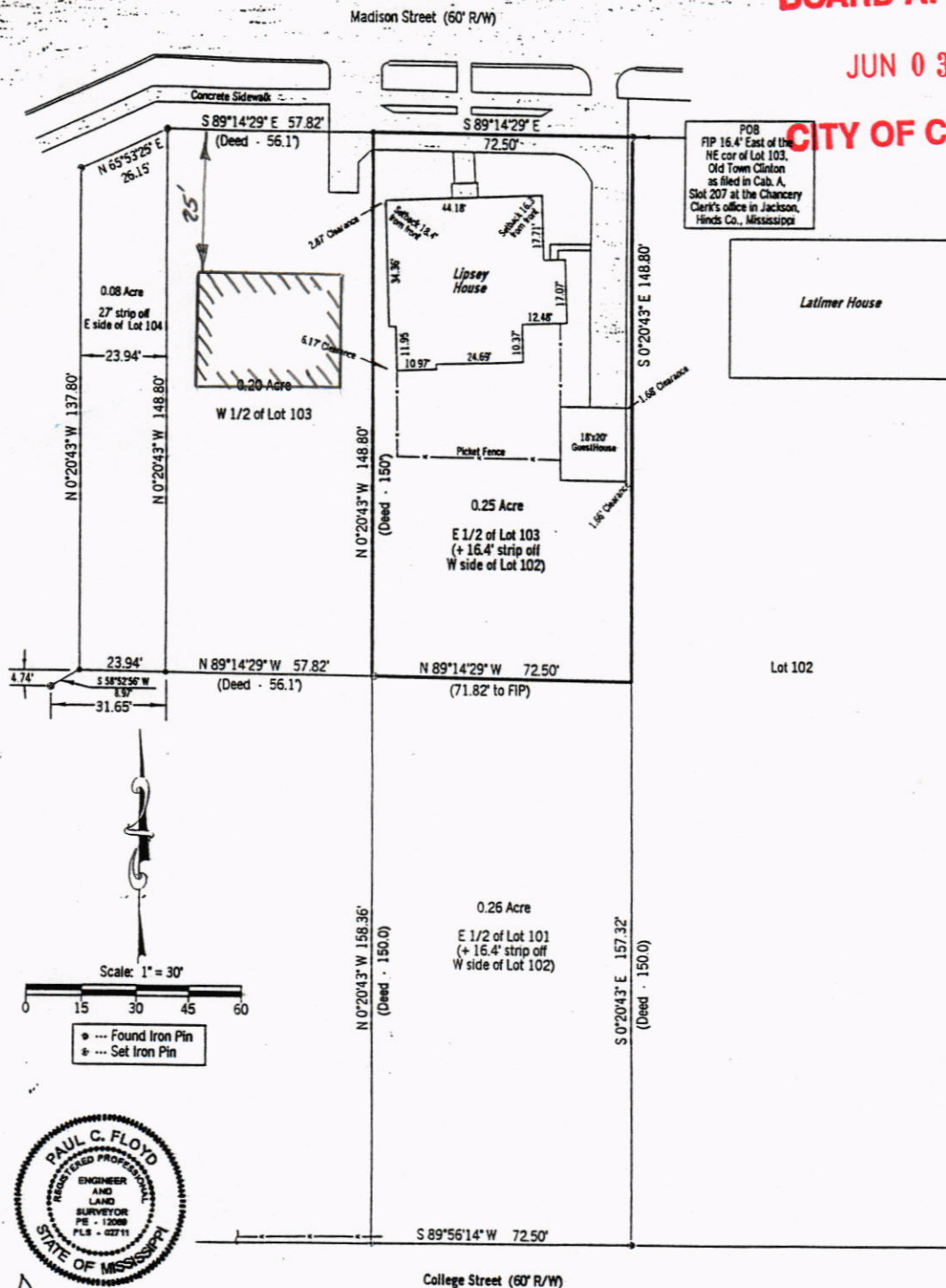
Jerrell B. Hutson



BOARD APPROVED

JUN 03 2003

CITY OF CLINTON



Paul C. Floyd
10/23/98

THIS IS TO CERTIFY THAT
Floyd Engineering and Surveying Company
has this day completed a true and accurate survey
of the property shown and that this plat is an accurate
representation of said property as of this date.

This property is located in Zone C, which IS NOT
a HUD identified special flood hazard area according
to FEMA's Flood Insurance Rate Map No. 280071 0002C
dated August 17, 1981

Survey Classification

A B C D

Orientation from:

- ☒ a) Solar observation
☐ b) Plat
☐ c) Monuments
☐ d) Other

Fieldwork completed on:

October 22, 1998

1555.pcs

PLAT OF SURVEY FOR:

Jerrell B. Hutson and
Martha G. Hutson

Certain properties including the East 1/2 of Lot 103
and a 16.4' strip from the West side of Lot 102, as shown on
plat of Old Town Clinton, as filed in Cabinet A, Slot 207, at the
Chancery Clerk's office in Jackson, Hinds County, Mississippi

FLOYD ENGINEERING AND SURVEYING CO.
704 Lakeridge Cove, Clinton, MS 39056

Drawn by: PCF

Checked by: PCF

Date: 10/23/98

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

JUN 03 2003

Board Meeting Date: June 3, 2003

Agenda Item No. 8 **CITY OF CLINTON**

Consent Agenda: \$ For:	To: Account No.
----------------------------	------------------------

<u>Illicit</u> Discussion/Action: Illegal Discharge Ordinance	
Introduced by: Bert Kuyrkendall	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: _____
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action:

Motion made by: Greer
Seconded by: Brantley

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u> ✓ </u>	_____	_____
Hisaw	<u> ✓ </u>	_____	_____
Greer	<u> ✓ </u>	_____	_____
Brantley	<u> ✓ </u>	_____	_____
Fisher	<u> ✓ </u>	_____	_____
Touchton	<u> ✓ </u>	_____	_____
Lott	<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 will be strictly enforced.

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: June 3, 2003

Agenda Item No. 9

Consent Agenda:	To:
For:	
Account No.	

Discussion/Action: Final Contract Change Order for 2002 SRF water Improvements Distribution Improvements – Contract 2	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: _____
Ordinance: _____	Plans, Maps: _____	
Resolution: _____	Contract: _____	

Recommendation:

Board Action:

Motion made by: Brantley
Seconded by: Lott

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u> ✓ </u>	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	<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 will be strictly enforced.

CONTRACT CHANGE ORDER**BOARD APPROVED****JUN 03 2003****CITY OF CLINTON**OWNER: CITY OF CLINTONCONTRACTOR: HEMPHILL CONSTRUCTION

LOAN NUMBER: DWI H280088-01

PROJECT NAME: 2002 SRF WATER IMPROVEMENTS DISTRIBUTION IMPROVEMENTSCHANGE ORDER NUMBER: FINAL CONTRACT NUMBER: 2REASON FOR CHANGE: Add for (1) additional 6" gate valve, Deduct for installation of insulation on well piping. Add for road work on Johnston Place Drive

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

ITEM NUMBER	DESCRIPTION OF CHANGE(S)	ORIGINAL COST		REVISED CONTRACT COST	
		Total	Eligible	Total	Eligible
1A	ADD FOR (1) - 6" GATE VALVE	0	0	\$575.00	\$575.00
ITEM 11	WATER WELL DISCHARGE PIPING MODIFICATIONS DEDUCT INSULATION	\$20,000	\$20,000	(\$2,700.00)	(\$2,700.00)
	Road Work On Johnston Place			\$2,200.00	\$2,200.00

TOTAL CONTRACT CHANGE**\$75.00****\$75.00**

ORIGINAL CONTRACT AMOUNT:	\$418,608.80	\$418,608.80
CURRENT CONTRACT AMOUNT:	\$429,677.68	\$429,677.68
THIS CONTRACT CHANGE:	\$75.00	\$75.00
REVISED CONTRACT AMOUNT:	\$429,752.68	\$429,759.68
CURRENT CONTRACT COMPLETION DATE:	MAY 30, 2003	MAY 30, 2003
TIME EXTENSION REQUIRED BY CHANGE	0 DAYS	0 DAYS
REVISED CONTRACT COMPLETION DATE:	MAY 30, 2003	MAY 30, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY:

(ENGINEER)

5/12/03

(DATE)

ACCEPTED BY:

(CONTRACTOR)

5/14/03

(DATE)

ORDERED BY:

(OWNER)

6/6/03

(DATE)

APPROVED BY:

(MSDH REPRESENTATIVE)

(APPROVAL LETTER DATE)

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: June 3, 2003

Agenda Item No. 10

Consent Agenda: \$ For:	To: Account No.
----------------------------	------------------------

Discussion/Action: Authorization to make offer of appraised value for purchase of new water tank site.	
<i>ms Baptist Convention Board</i>	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: Appraisal Summary
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action:

Motion made by: *Touchton*
Seconded by: *Brantley*

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u> <i> </i> </u>	_____	_____
Hisaw	<u> <i> </i> </u>	_____	_____
Greer	<u> <i> </i> </u>	_____	_____
Brantley	<u> <i> </i> </u>	_____	_____
Fisher	<u> <i> </i> </u>	_____	_____
Touchton	<u> <i> </i> </u>	_____	_____
Lott	<u> <i> </i> </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 will be strictly enforced.

Complete Appraisal
Presented in a
Summary Report

RECEIVED
APR 29 2003

CITY OF CLINTON
ENGINEERING DEPARTMENT
BOARD APPROVED

JUN 03 2003

CITY OF CLINTON

on

.55 ACRES OF LAND LOCATED IN SECTION 31
TOWNSHIP 6 NORTH, RANGE 1 WEST IN CLINTON,
HINDS COUNTY, MISSISSIPPI

for

MR. RICHARD L. BROOME, PE

CITY ENGINEER

CITY OF CLINTON

P.O. BOX 156

CLINTON, MS 39060

by

Harvey R. Little, MAI, GAA

as of

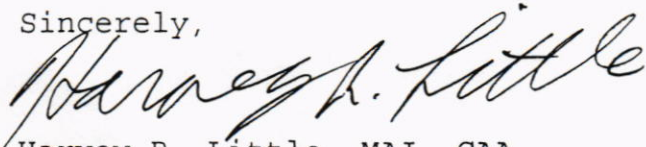
March 27, 2003

As a result of my investigation and analysis, the "Market Value" of the subject property as of **March 27, 2003** is as follows:

FINAL MARKET VALUE
FOURTEEN THOUSAND DOLLARS
\$14,000

Transmitted herewith is the appraisal report outlining the data, techniques and analyses utilized in arriving at my conclusions. Thank you for allowing me to be of service to you.

Sincerely,



Harvey R. Little, MAI, GAA
Licensed Certified General Real Estate Appraiser
GA 14 - Mississippi

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON

MAP 2

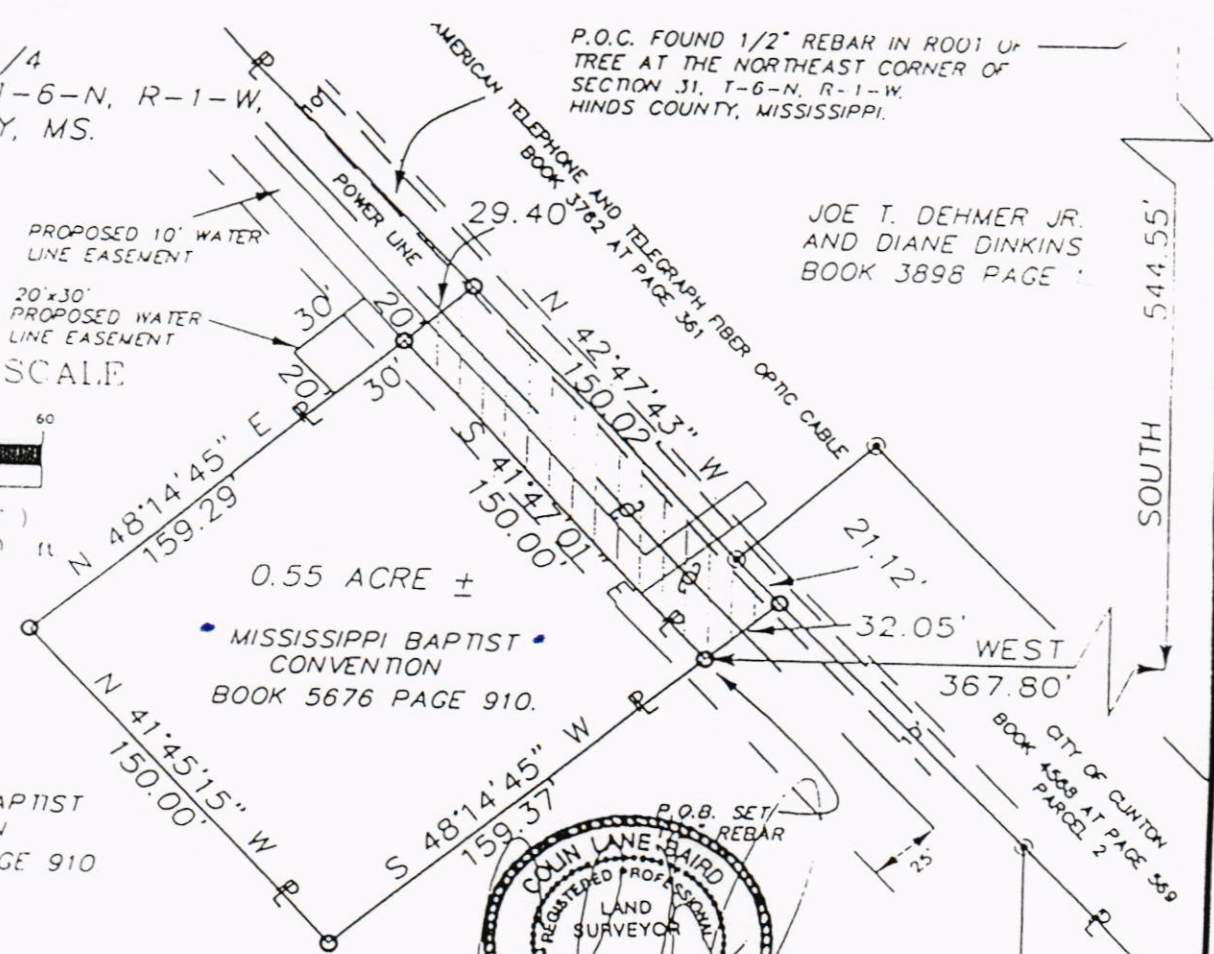
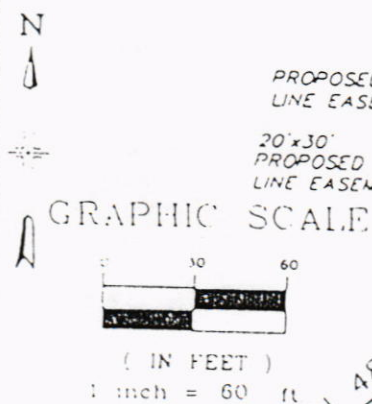
PLAT OF SUBJECT

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON

NE 1/4, NE 1/4
SECTION 31, T-6-N, R-1-W,
HINDS COUNTY, MS.

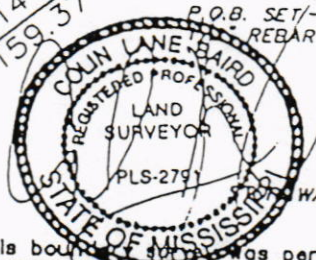


JOE T. DEHMER JR.
AND DIANE DINKINS
BOOK 3898 PAGE 1

○ DEVIOTES SET
1/2" REBAR
● DEVIOTES FOUND
1/2" REBAR

MISSISSIPPI BAPTIST
CONVENTION
BOOK 5676 PAGE 910

MISSISSIPPI BAPTIST
CONVENTION
BOOK 5676 PAGE 910.



Class "B" survey in accordance with the minimum standards
for land surveying in the State of Mississippi.

Reference Meridian was derived from G.P.S. Observation
grid north, Mississippi west zone.

This property may be subject to recorded or unrecorded
easements, rights-of-way or other encumbrances which
are not evident to the surveyor, but which would be revealed
by a title search performed by a competent attorney.

This survey is considered valid only when original seal and
signature of surveyor of record is affixed hereto.

This survey was performed and this plat was prepared
by Williford, Gearhart & Knight, Inc., Engineers & Surveyors,
P.O. Box 318, Clinton, Mississippi 39060.
Phone: (601) 925-4444

I, Colin L. Baird, do hereby certify that the features depicted
on this plat are a correct representation of the conditions
as they existed on February 19, 2003.



WILLIFORD, GEARHART & KNIGHT, INC.

ENGINEERS & SURVEYORS

DATE 02/19/03	SURVEY OF ELEVATED TANK SITE 0.55 AC. LOCATED WITHIN THE NE 1/4 OF THE NE 1/4 OF SECTION 31, T-6-N, R-1-W, CLINTON, HINDS COUNTY, MISSISSIPPI.
DRAWN BY C.L.B.	
tankplatnew.dwg	
SCALE 1" = 60'	REQ. NO. 01-248

HARVEY LITTLE ASSOCIATES • JACKSON, MS

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 3, 2003 _____

AGENDA ITEM NO. 11

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

Minutes _____	Invoice _____	Other _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

DISCUSSION/ACTION: Review of City of Clinton Annual Financial Report for the Year Ended September 30, 2002

_____ *No official Board action required -*

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION: _____ MOTION MADE BY: _____

SECONDED BY: _____

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
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

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 12

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

Minutes _____	Invoice _____	Other _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

DISCUSSION/ACTION: Renewal of Cable Television Franchise between the City and Time Warner Cable. Key elements are as follows: 1. Term is for 15 years 2. Franchise fee will be increase from 3% to 5%

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION: _____ MOTION MADE BY: *Hisaw*

SECONDED BY: *Greer*

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
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

JUN 03 2003

CITY OF CLINTON

CABLE TELEVISION FRANCHISE

FOR

CITY OF CLINTON, MISSISSIPPI

CONTENTS

	<u>Page</u>
Section 1. Definitions.....	1
Section 2. Grant of Authority.....	4
Section 3. Duration of Franchise	4
Section 4. Renewal Procedures.....	4
Section 5. Transfer of Ownership or Control.....	4
Section 6. Franchise Payment	5
Section 7. Books and Records	6
Section 8. Liability Insurance and Indemnification.....	7
Section 9. Conditions of Street Occupancy	8
Section 10. Fees and Charges to Customers	11
Section 11. Maintenance and Repairs	12
Section 12. Service.....	12
Section 13. Mandatory Equipment and Service.....	13
Section 14. Compliance with Construction and Technical Standards	14
Section 15. Right of Privacy	15
Section 16. Preferential or Discriminatory Practices	15
Section 17. Unauthorized Practices and Penalties	15
Section 18. Compliance and Applicable Laws	16
Section 19. Penalties	17
Section 20. Enforcement & Termination	17
Section 21. Foreclosure.....	19
Section 22. Receivership.....	19
Section 23. Rules and Regulations.....	19
Section 24. Rights of Amendment Reserved to City	20
Section 25. Failure of City to Enforce this Franchise, No Waiver of the Terms Thereof	20
Section 26. Severability	20
Section 27. Acceptance by Company	20
Section 28. Notice.....	20

JUN 03 2003

A FRANCHISE GRANTING TO TIME WARNER ENTERTAINMENT COMPANY, L.P. d/b/a TIME WARNER CABLE FOR A PERIOD OF FIFTEEN (15) YEARS FROM AND AFTER THE PASSAGE, ACCEPTANCE AND EFFECTIVE DATE OF THIS DOCUMENT, THE NONEXCLUSIVE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN, UPON, ALONG, ACROSS, ABOVE, OVER, AND UNDER STREETS, ALLEYS, EASEMENTS, OPEN AREAS, PUBLIC WAYS AND PUBLIC PLACES, NOW LAID OUT OR DEDICATED, AND ALL EXTENSIONS THEREOF AND ADDITIONS THERETO, IN THE CITY OF CLINTON, MISSISSIPPI. PROVIDING TERMS AND CONDITIONS FOR THE OPERATION OF SUCH CABLE TELEVISION SYSTEM AND FEES THEREFORE: PROVIDING FOR A FORMULA FOR LINE EXTENSION OF SERVICE: MAKING UNAUTHORIZED DISTRIBUTION OF TELEVISION OR RADIO SIGNALS BY MEANS OF A CABLE SYSTEM, AND UNAUTHORIZED CONNECTIONS OR TAMPERING WITH A FRANCHISED CABLE SYSTEM UNLAWFUL AND PROVIDING PENALTIES FOR A VIOLATION THEREOF.

WHEREAS, prior to adoption of this Franchise the legal, character, financial and technical qualifications of Time Warner Entertainment Company, L.P. d/b/a Time Warner Cable as well as the adequacy of the services it proposes and the adequacy and feasibility of its plans to provide service were considered; now therefore,

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

SECTION 1. DEFINITIONS

For purposes of this Franchise the following terms, phrases, words, abbreviations and their derivations shall have the same meaning given herein.

"Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.

"Cable Act" means Title VI of the Cable Communications Act of 1934, as amended, 47 U.S.C. Sections 521 et seq.

"Cable Programming Service" means any video programming provided over a cable system, regardless of service tier, including installation or rental or equipment used for the receipt of such video programming, other than (A) video programming carried on the basis service tier, and (B) video programming offered on a per channel or per program basis.

"Cable Service" means: (A) the one-way transmission to Customers of (i) video programming, or (ii) other programming service, and (B) Customer interaction, if any, which is required for the selection or use of such video programming or Other Programming Service. Cable Service shall include all services offering customer access to the Internet unless such services are determined by applicable law not to be a cable service.

"Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Customers within a community, but such term does not include (A) a facility that serves only to transmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in the transmission of video programming directly to Customers, unless the extent of such use is solely to provide interactive on-demand service; (D) an open video system that complies with section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

"City" shall mean the City of Clinton, Mississippi, and all territory within its governmental authority.

"Board of Aldermen" shall mean the present governing body of the City, or any successor to the legislative powers of the present government body.

"Company" or "Time Warner" or "Franchisee" shall mean Time Warner Entertainment Company, L.P. d/b/a Time Warner Cable.

"Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Company's expressed permission.

"Effective Date" means June 3rd, 2003.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated by state law as a franchise, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes construction and operation of the Cable System.

"Franchise Agreement" shall have the same meaning as Ordinance and refers to this Agreement between the City of Clinton, Mississippi, and Time Warner.

"Franchise Area" means the present legal boundaries of the City of Clinton, Mississippi, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

"Franchising Authority" means the City of Clinton, Mississippi, through its governing authority or the lawful successor, transferee, designee, or assignee thereof.

"Gross Revenue" means any and all revenue collected by Time Warner derived from the operation of the Cable System to provide Cable Service, in the Franchise Area, less uncollected bad debt or any tax or assessment imposed by any federal, state or local government imposed upon the Company or any Subscriber but not including the Franchise Fee imposed hereunder.

"Other Programming Service" means information that the Company makes available to all subscribers generally.

"Person" shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Company to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Company to the use thereof for the purposes of installing, operating, and maintaining the Company's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

"Sale, transfer or assignment" of this Franchise as used herein shall mean either: a change of the controlling interest of the Company; or a change of the right to operate the Cable System in the City of Clinton, Mississippi granted under this Franchise Agreement and to receive the revenues produced by the operation of the Cable System.

"Service Tier" means a category of Cable Service or other services provided by the Company and for which a separate rate is charged by the Company.

"Subscriber" shall mean the same as "Customer".

SECTION 2. GRANT OF AUTHORITY

(a) **Franchise Grant.** The Franchise Authority hereby grants to Time Warner pursuant to the Cable Act, a nonexclusive, revocable, Franchise which includes the right and privilege to provide Cable Service and to construct, operate, and maintain a Cable System for the provision of Cable Service in, upon, across, above over and under, streets, alleys, easements, and all Public Ways now laid out or dedicated in the Franchise Area and upon annexation of any territory to the City, this Franchise shall extend to the territory so annexed.

(b) **Reservation of Authority.** Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for such use, or (C) be construed as a waiver or release of the rights of the Franchising Authority to exercise any governmental right or power with regard to the public health, safety and welfare of its citizens, or the proper exercise of the police powers or authority of the Franchising Authority in managing or using the Public ways.

(c) **Non-exclusive.** The Franchise granted herein to the Company is non-exclusive and the City expressly reserves the right to grant one (1) or more additional non-exclusive Franchises; provided, however, no future Franchise shall be granted on terms or conditions, when taken as a whole, are more favorable or less burdensome than those set forth in this Franchise Agreement.

SECTION 3. DURATION OF FRANCHISE

(a) **Term.** The Franchise shall take effect on the effective date of this document and shall continue in force for a period of fifteen (15) years subject to the conditions and restrictions herein provided.

(b) **Surrender.** The Company may surrender this Franchise at any time upon filing with the City a written notice of its intention so to do, at least six (6) months before the surrender date. All the rights and privileges and all of the obligations, duties and liability of the Company under this Franchise, except as to the extent previously accrued hereunder, shall terminate on the surrender date specified in such notice.

SECTION 4. RENEWAL PROCEDURES

(a) **Procedure.** Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

SECTION 5. TRANSFER OF OWNERSHIP OR CONTROL

(a) Neither the Company nor any other Person may transfer the Cable System or the Franchise or any of the Company's rights or obligations in or regarding the Franchise without the prior written consent of the Franchising Authority. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to any Person controlling, controlled by or under the same common control as the Company.

(b) No Sale shall occur after the Effective Date, without the prior written consent of the Franchising Authority.

(c) Company shall notify the Franchising Authority at least one hundred twenty (120) days prior to the proposed effective date of the Sale and provide all information submitted to the FCC concerning the transfer, as well as, sufficient additional information the Company reasonably believes will allow the Franchise Authority to determine the legal, financial and technical qualifications of the transferee. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Company in writing of any additional information it requires to determine the legal, financial and technical qualification of the transferee.

(d) Transferee shall submit financial information, as well as other information requested by the Franchise Authority. All information will be submitted in compliance with the Cable Act. The purpose of such data is to allow the Franchise Authority to determine if the proposed transferee has the financial, legal and technical ability to fulfill the terms and conditions of this Franchise Agreement. The Franchise Authority expressly reserves its rights to refuse approval of a transfer of this Franchise. If the Franchising Authority has not taken any action on the Company's request for transfer within 120 days after receiving such request, consent to the transfer shall be deemed given.

(e) For purposes of this Section 7.6 "Control" means ownership of a majority interest or the actual working control and day to day management of the Company.

SECTION 6. FRANCHISE PAYMENT

(a) **Franchise Fee.** The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of annual Gross Revenue. The payment of franchise fees shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of each March, June, September and December throughout the term of this Franchise Agreement. Each franchise fee payment shall be accompanied by a certified report from a representative of the Company, which shows the basis for the computation of all Gross Revenue during the period for which such franchise fee payment is made. If the franchise fee payment is not actually received by the Franchising Authority on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at rates published by the Internal Revenue Service for additional tax payments for the period of delinquency.

Service for additional tax payments for the period of delinquency.

(b) Inspection. During the term of this Franchise Agreement, upon reasonable prior written notice, during normal business hours, the Franchising Authority shall have the right to inspect the Company's financial records used to calculate the Franchising Authority's franchise fees, and the right to audit and to re-compute any amounts determined to be payable under this Section; provided, however, that any such audit shall take place within three (3) years from the date Franchising Authority received such payment, after which period any such payment shall be considered final. Any additional amounts due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Company within thirty (30) days following written notice to the Company by the Franchising Authority of such final audit. Notice to the Company shall include a copy of the audit report. The Franchising Authority shall bear the expense of any inspection or audit of the Company's books and records. Any additional amount due Franchise Authority shall be paid within thirty (30) days of the Franchise Authority submitting a final invoice for such sum, and if such sum shall exceed ten percent (10%) of the total Franchise Fee, which the audit determines should have been paid during any quarter, then Company shall pay the Franchising Authority's reasonable costs and expenses for such audit. Prior receipt and acceptance of payments to City from Franchisee shall not be an accordance and satisfaction of amounts due nor shall it be considered a release.

(c) Other Users. To the extent permitted by applicable law, the City reserves the right to impose a franchise fee on any person or entity, who wishes to provide Cable Services, as that term is defined herein, to third parties for a fee by utilizing Time Warner's Cable System.

(d) Affiliate Use. The Franchisee shall not permit the use or operation of the Cable System by affiliates on terms that result in a diversion of revenues from the operation of the Cable System to the detriment of the City under this Franchise.

SECTION 7. BOOKS AND RECORDS

(a) Books and Records. Throughout the term of this Franchise Agreement, the Company agrees that the Franchising Authority, upon thirty (30) days prior written notice to the Company, may review such of the Company's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area of the Company's business office, during normal business hours as is reasonably necessary to ensure the Company's compliance with the terms and conditions of this Franchise. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by the Company pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters, which may be the subject of an audit by the Franchising Authority shall be retained by the Company for a minimum period of three (3) years.

(b) File for Public Inspection. Throughout the term of this Franchise Agreement, the Company shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

(c) Proprietary and Confidential Information. The Franchising Authority agrees to treat any information disclosed by the Company as confidential and only to disclose it to employees, representatives, and agents of the Franchising Authority that have a need to know, or in order to enforce this Franchise Agreement. The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act. For purposes of this Section 7 the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Customer list, Cable Service and marketing plans, financial information unrelated to the calculation of franchise fees pursuant to FCC rules or other information that is reasonably determined by the Company to be competitively sensitive.

(d) Installation Map. The Company shall at all time maintain a complete working map showing the exact location of all the equipment of the Cable System installed or in use in streets and other public places in the City, and such map shall be accessible at normal business hours to the City for all proper purposes.

(e) Communications with FCC. Copies of all communications submitted by the Company to the FCC concerning the service, rates or operations of the Company in the Franchise Area with regard to the provisions of the Ordinance shall be provided to the City by mailing or filing a copy of the same with the City Secretary.

SECTION 8. LIABILITY INSURANCE AND INDEMNIFICATION

(a) Insurance.

(1) At all times during the existence of the Franchise granted hereunder, the Company shall, at its own cost and expense, maintain in full force and effect general comprehensive liability insurance policies, including automobile, with a company licensed to do business in Mississippi, protecting the City against liability for loss or damage for personal injury, death, and property damage, occasioned by the operation of the Company under the Franchise with minimum liability limits of One Million Dollars (\$1,000,000.00) for personal injury or death of any one person, One Million Dollars (\$1,000,000.00) for personal injury or death of two or more persons in any one occurrence, One Million Dollars (\$ 1,000,000.00) for damage to property resulting from any one occurrence. The Company shall also provide and maintain workers' compensation insurance.

(2) The policy or policies of insurance mentioned in the foregoing paragraph shall name the City, its officers, agents, boards and commissions as an additional insured and shall contain a provision that the policies are not cancelable except upon service of a written notice of cancellation or reduction in coverage of said policy to the City thirty (30) days in advance of the effective date thereof; if such insurance is provided by a policy which also covers the franchise of any person other

than the Company, then such policy shall contain an endorsement concerning gross liability, which endorsement shall be subject to approval by the City Attorney.

(b) Indemnification. Company shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its officers, boards, commissions and employees against any and all claims, suits, actions, liability and judgments for damages, including but not limited to reasonable attorney fees and costs:

- (1) Arising out of any claim for property damage or bodily injury (including death) arising out of or through the acts or omissions of the Company, its servants, agents or employees.
- (2) Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm, or corporation, or the violation of infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation (excluding claims arising out of or relating to City programming, or statements made by City servants, agents, or employees).
- (3) Arising out of Company's failure to comply with the provisions of any federal, state, or local statute, ordinance or regulation applicable to Company in its businesses hereunder.

(c) Condition. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:

- (1) Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
- (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding and
- (3) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

(d) Review of Coverage. The Franchise Authority may review the insurance coverage provisions set forth in Paragraph (a)(1) from time to time, and the Company agrees to provide a reasonable amount of additional insurance if reasonably required by the Franchise Authority.

SECTION 9. CONDITIONS OF STREET OCCUPANCY

(a) Location of Poles and Fixture. The Company shall not place poles or other

fixtures where the same will interfere with any gas, electric, or telephone fixtures, water hydrant, mains or public sewer lines, and all such poles or other fixtures placed in any street shall be placed in the right-of-way between the roadway and the property as directed by the City.

(b) Notice of Proposed Construction. The Company shall first obtain the approval of the City by obtaining a permit before any new construction is commenced on any of the streets, alleys, public grounds, or Public Ways of the City except where such construction involves routine maintenance or repair of facilities unless such maintenance or repair requires excavation of the Public Way. Notice is also not required where the purpose of the construction is to provide or repair a drop from the main cable or fiber to a use of the Cable Service. The Company shall give the City reasonable written notice of the proposed new construction so as to coordinate all work between the City and the Company. In the event the City does not approve a request made by the Company within five (5) working days, the Company may appeal through a written statement submitted to the Board of Aldermen within thirty (30) days from the date of the City's failure to approve.

(c) Application. Application for approval shall contain the following material:

- (1) A written statement requesting approval.
- (2) Plans and specifications of work to be done, including cleanup and landscaping of the project.

(d) Permits. The Company shall not open or disturb the surface of any street, sidewalk, driveway, or Public Way for any purpose without first having obtained a permit to do so from the City. The Cable System placed in the streets and public places pursuant to such permit shall be located in the streets and public places pursuant to such permit shall be located in the streets and public places reasonably designated by the City. The Company shall, upon completion of any work requiring the opening of any street or public place, or destruction of other aspects of the public way, restore the same, including the paving and its foundations along with all landscaping, if present before work, to as good condition as formerly, and in a manner and quality approved by the City, and shall exercise reasonable care to maintain the same thereafter in good condition. Said work shall be performed with due diligence, and if the Company shall fail to perform and complete the work within a reasonable time, to remove all dirt and rubbish and to put the Public Way in as good condition as existed prior to the work, the City shall have the right following written notice to the Company to put the Public Way in its prior condition at the expense of the Company; and the Company shall upon demand, pay to the City the cost of such work done for, or performed by, the City.

(e) Relocation of Facilities. Whenever the City shall grade, regrade, or change the line of any street or Public Way or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order the Company to relocate or protect its wires, conduits, cables, and other property located in said street or Public Way, the Company shall relocate or protect its facilities at its own expense; provided, however, if the City compensates any

person for similar work then the Company shall be similarly compensated. The City shall give the Company reasonable notice of plans to grade or change the line of any street or public place or to construct or reconstruct any sewer or water system therein or of any demand that the facilities be relocated for other reasons set forth herein. The Company may also be required to relocate its facilities where public utilities or other users of the rights-of-way require access. Such movement shall be at the expense of the third party.

(f) Protection of Facilities. Nothing contained in this section shall relieve any Person, from liability arising out of the failure to exercise reasonable care to avoid injuring the Company's facilities while performing any work connected with grading or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.

(g) Notice of Improvements. The City shall give the Company reasonable written notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that would affect the Company's facilities, which notice shall contain the nature and character of the improvements, the streets upon which the improvements are to be made, the extent of the improvements and the time when the City is going to start the work. The notice shall be given to the Company a sufficient length of time, considering reasonable working conditions, in advance of the actual commencement of the work by the City to allow the Company to make any addition, alterations, or repairs to its facilities deemed necessary.

(h) Facilities Not Hazardous to Public. The Cable System shall be so located, constructed, installed, and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, and travel upon the streets and Public Ways of the City. The Company shall keep and maintain all of its property in good condition, order, and repair, so that the same shall not menace or endanger the life or property of any person. . Adherence to the City requirements for placement of Company wires, conduits, cables and other property and facilities shall be deemed proof of compliance with this section.

(i) Compliance with Codes. All construction, installation, maintenance, and operation of any Cable System or of any facilities employed in connection therewith shall be in compliance with the provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters, any standards issued by the FCC or other federal or state regulatory agencies in relation thereto, and local zoning regulations.

(j) Safety. The Cable System shall be so designed, constructed, installed, maintained, and operated as not to endanger or interfere with the safety and well being of persons or property in the City.

(k) Moving of Buildings. The Company shall, on the request of any person holding a building moving franchise, temporarily raise or lower its wires to facilitate the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the Person requesting the same, and the Company shall have the authority to require such payment in

advance.

(l) Underground Installations and Mississippi One Call. All installations shall be underground in those areas of the City where public utilities providing telephone and electric service are underground at the time of installation. In areas where either telephone or electric utility facilities are above ground at the time of installation, the Company may install its service aboveground with the understanding that at such time as those facilities are required to be placed underground by the City, the Company shall likewise place its service underground without additional cost to the City; provided, however, if the City compensates any Person for relocating its facilities underground, then the Company shall be similarly compensated. Prior to installing any underground facility the Company shall notify the City to mark any water, sewer or other utility lines owned by the City and shall comply with the Mississippi One Call law.

(m) Changes Required by Public Improvements. The Company shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the Company when required by the city by reason of traffic conditions, public safety, street vacation, freeway, and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies; provided, however, that the Company shall in all such cases have the privilege and be subject to the obligation to abandon any property of the Company in place.

(n) Tree Trimming. The Company may trim trees or other vegetation within the right-of-way to prevent interference with its Cable System at its expense. The Company shall coordinate all entry of private property required for this purpose with the owner of the property. Should the Company fail to remove such trimmings within twenty-four (24) hours the City may remove the trimmings or have them removed, and the Company shall reimburse the City for its cost in removing trimmings and debris.

(o) Conflicts. To the extent the provisions of this section conflict with future ordinances adopted by the City of Clinton to manage and control the use of its Public Ways the provisions of those ordinances and regulations shall supercede the provisions of this Section 9 to the extent a conflict exists.

SECTION 10. FEES AND CHARGES TO CUSTOMERS

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Company or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with the FCC's rate regulations. Before any new or modified rate, fee, charge, deposit or associated term or condition may be imposed, the Company shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law. Except to the extent otherwise expressly permitted by the applicable law, the Company shall provide Cable Service to each resident in the Franchise Area in accordance with a uniform rate structure throughout the Franchise Area. The preceding requirement shall not

prevent the Company from using bulk, commercial, promotional and other rates as acceptable by federal law.

SECTION 11. MAINTENANCE AND REPAIRS.

(a) Maintenance of System. The Company shall erect and maintain all parts of the Cable System in good condition throughout the entire franchise period.

(b) Interference with Reception. Company shall not allow its Cable System to interfere with television reception of persons not served by Company.

(c) Interruption of Service. Whenever it is necessary to shut-off or interrupt service for the purpose of making repairs, adjustments, or installations, the Company shall use its best efforts to do so during periods of minimum use of the System by subscribers. Unless such interruption is unforeseen and immediately necessary, the Company shall give subscribers reasonable notice of any planned interruption of service. All costs incurred in repairing and correcting an interruption of service shall be borne by the Company; provided, however, that nothing herein shall prevent the Company from recovering the costs incurred from persons responsible for occurrences or acts which result in damage to the Cable System.

(d) Subscriber Service Office. The Company shall maintain a subscriber service office or agent in the Franchise Area with a listed telephone number and easily accessible to Subscribers for the investigation and resolution of all complaints regarding the quality of service, equipment malfunction, and similar matters. Subscribers shall be able to communicate with a subscriber service office during normal working hours and without incurring long distance toll charges.

(e) Complaints. Any service complaints from Subscribers shall be investigated within twenty-four (24) hours of receipt of such complaint. Any service complaint shall be resolved within seventy-two (72) hours. The Company shall keep a maintenance service log which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. The log shall be maintained for two (2) years and shall be made available for periodic inspection by City.

(f) Dual Filings. Should the Franchisee file any document with state or federal authorities it shall also file one copy with the City.

SECTION 12. SERVICE.

(a) Construction. Company has fully constructed an operational Cable System currently serving the City.

(b) Availability. The Company shall provide Cable Service to all residents within the Franchise Area which have a minimum of twenty (20) dwelling units per street mile as measured

from the nearest useable point in the Cable System.

(c) Extensions. The Company shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Company's distribution cable. The Company may elect to provide Cable Service to areas not meeting the above standards. The Company may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in excess of 125 feet. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation, which exceeds the 125 foot standard set forth herein.

(d) Additional Territory. In the event additional adjacent territory is incorporated within the City's limits, by annexation or otherwise, the Company's rights and duties under this Ordinance shall be deemed to include such additional territory.

SECTION 13. MANDATORY EQUIPMENT AND SERVICE.

(a) City's Use of Facilities. During the life of this Franchise, the City shall have the right, free of charge, to use the facilities of the Company for the transmission of signals in any emergency situation or for the purposes of civil defense, pursuant to FCC regulations and guidelines for such use.

(b) Service to School Buildings.

(1) The Company shall provide free Basic Cable Service and any other Cable Programming Service Tier except premium, digital, and pay-per-view Cable Service provided over the Cable System in the Franchise Area and free installation of one (1) outlet to each state accredited public and private school located in the Franchise Area within 125 feet of the Company's distribution cable. Each school may, at its own expense, add additional outlets without charge so long as the additional outlets comply with FCC signal leakage and signal quality standards.

(2) In the case of the construction of a new state accredited public or private school (K-12), Company agrees, upon reasonable prior written notice, to provide, at no cost, one service connection and free Basic Cable Service and any other Cable Programming Service Tier except premium, digital, and pay-per-view Cable Service as set forth in Section 13(b)(1) above, and, in addition, Company shall also provide the necessary materials and assist in the design of any additional outlets requested by the school, at cost.

(3) To the extent that the Company offers a Cable Modem Service, Company will, upon request, provide each requesting state accredited public or private K-12 school within the Franchise Area one Cable Modem Service connection with one free cable modem and free, unlimited access to the Company's Cable Modem Service to one computer workstation attached to that Cable Modem Service connection. The school may, at its own expense, purchase additional Cable Modems for use within the school and install additional outlets to allow access to

the service.

(4) Company agrees not to seek to recover the cost for these connections from cable customers as external or other costs.

(c) Service to Governmental and Institutional Facilities. The Company shall, upon request, provide free installation of one outlet and free Basic Cable Service and any other Cable Programming Service Tier except premium, digital, or pay per view Cable Service to each municipal building located in the Franchise Area within 125 feet of the Company's distribution cable. Each department may, at its own expense, add additional outlets without charge so long as the additional outlets comply with FCC signal leakage and signal quality standards.

SECTION 14. COMPLIANCE WITH CONSTRUCTION AND TECHNICAL STANDARDS.

(a) Performance Testing. The Company shall upon request provide the Franchise Authority reasonable notice of any testing required by the FCC within ninety (90) days of said notice and the Franchise Authority will be allowed to have representatives present for such testing at its option. Company shall provide the City, upon request, with a written report of the results of Company's annual proof of performance tests conducted pursuant to FCC standards and requirements along with other FCC tests.

(b) Special Performance Testing. When there have been similar complaints made, or where there exists other evidence, which, in the judgment of the City, casts doubt on the reliability or quality of cable service, the City shall have the right and authority to require Company to test, analyze, and report on the performance of the system. Company shall fully cooperate with the City in performing such testing and shall prepare results and a report, if requested, within thirty (30) days after notice. Such report shall include the following information:

- (1) The nature of the complaint or problem which predicated the special test.
- (2) What system component(s) was tested.
- (3) The equipment used and procedures employed in testing.
- (4) The method, if any, in which such complaint or problem was resolved.
- (5) Any other information pertinent to said tests and analysis that may be required.

The Franchise Authority may require that tests be supervised at its expense, by a professional engineer, designated by the Franchise Authority. The engineer should sign all records of special tests and forward to the Franchise Authority such records with a report interpreting the results of the tests and recommending actions to be taken.

The Franchise Authority's right under this section shall be limited to requiring tests, analysis, and reports covering specific subjects and characteristics based on said complaints or other evidence when and under such circumstances as the Franchise Authority has reasonable grounds to believe that the complaints or other evidence require the test be performed to protect the public against substandard cable service or to verify that the Company is meeting FCC technical standards and quality of service.

(c) Requirement to Maintain Technical Standards and Quality of Service. The Company shall meet the technical standards and quality of service set forth in this Ordinance and applicable Federal law or FCC regulations. Should the Franchise Authority find, after affording the Company written notice and the opportunity to be heard by the City, by resolution, that the Company has failed to maintain these technical standards and quality of service, and should it, by resolution, specifically enumerate improvements to be made to meet these standards, the Company shall make such improvements. Failure to make such improvements within three (3) months of such resolution will constitute a material breach of this Franchise Agreement.

SECTION 15. RIGHT OF PRIVACY.

Monitoring of Subscribers. No signals of the cable system shall be transmitted from a subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the subscriber. The Company shall comply with the laws governing the right of privacy of its subscribers, as promulgated by the U.S. Congress and the FCC.

SECTION 16. PREFERENTIAL OR DISCRIMINATORY PRACTICES.

Except as otherwise permitted herein or by applicable law, the Company shall not as to rates, charges, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person, except for bulk-rate discounts to multi-dwelling units such as apartment complexes, mobile home parks and comparable facilities. The Company may however establish a graduated scale of charges and classified rate schedules and may waive or reduce charges made by the Company during promotional campaigns. It is understood and agreed that any waiver or reduction of charges made by the Company during promotional campaigns will reduce the Gross Revenues of the Company, and to that extent, may reduce the franchise fee due to the City of Clinton, Mississippi.

SECTION 17. UNAUTHORIZED PRACTICES AND PENALTIES.

(a) Franchise Required for Cable System. From and after the effective date of the Ordinance, it shall be unlawful for any person to establish, operate, or to carry on the business of distributing to any person in the City any television signals, radio signals, Cable Service or Cable Programming Service by means of a Cable System or other facility capable of providing Cable Service, as such terms are defined in Section 1, unless a franchise or authority to operate a Cable System or other facility capable of providing cable service, within the Public Ways of the City of

Clinton has first been obtained, and unless such franchise or authority is in full force and effect. Use of the Public Ways to provide Cable Service includes the provision of Cable Service via facilities leased in whole or in part from a third party.

(b) Franchise Required for Use of Right-of-Way. From and after the effective date of this Ordinance, it shall be unlawful for any person to construct, install, or maintain within any public street in the City, or within any other public property of the City, or within any privately owned area within the City, or within any other public property of the City, any equipment or facilities for distributing Cable Service by means of a Cable System, as such terms are defined in Section 1, unless a franchise or authority to operate a Cable System within the Public Ways of the City of Clinton has first been obtained, and unless such franchise or authority is in full force and effect.

(c) Unauthorized Connections Prohibited. It shall be unlawful for any person, firm, or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of a franchised Cable System within the City for the purpose of taking or receiving television signals, radio signals, pictures, programs, internet access or sound.

(d) Unauthorized Connections Without Payment Prohibited. It shall be unlawful for any person, firm, or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of a franchised Cable System within this City for the purpose of enabling himself/herself or others to receive any television signal, radio signal, picture, program, internet service, or sound, without payment to the owner of said system.

(e) Tampering with Cable System Equipment Prohibited. It shall be unlawful for any person, without the consent of the Company, to willfully tamper with, remove, or injure any cables, wires, or equipment used or owned by Company.

(f) Penalties for Violation. The violation of any provision of Section 17 of this Ordinance is hereby made a misdemeanor, and the same shall be punishable by a fine of not more than Two Hundred Dollars (\$200.00). Each day any violation shall continue shall constitute a separate offense.

SECTION 18. COMPLIANCE WITH APPLICABLE LAW.

- (a) The Company shall at all times comply with all laws, ordinances and regulations of the federal, state and City governments or any administrative agencies thereof. If any federal or state law or regulation shall be in conflict with the terms of this Franchise, or any ordinance of the City, then as soon as possible following knowledge thereof, the Company shall notify the

City of the point of conflict.

- (b) This Franchise Agreement shall be enforceable under any and all provisions of Mississippi law providing authority to a municipality to provide for a franchise or, alternatively, as consent by the municipality to use its streets, sidewalks, sewers, parks and other Public Ways subject to the provisions set forth herein under any provision or provisions of Mississippi law that may provide such authority whether in the form of a franchise, license permit, consent, regulation or by other means.

SECTION 19. PENALTIES.

For the violation of any of the following provisions of this Franchise penalties shall be chargeable as follows:

(a) Failure to Test, Analyze or Report. For failure to test, analyze, and report on the performance of the system as required by the technical standards of the FCC following a request pursuant to this Franchise, Company shall pay to City Fifty Dollars (\$50.00) per working day for each day, or part thereof, that such noncompliance continues.

(b) Failure to Comply with FCC Technical Standards. Ninety (90) days following adoption of a resolution of the Board of Aldermen determining a failure of Company to comply with FCC technical standards, Company shall pay to City Two Hundred Dollars (\$200.00) per day for each day, or part thereof, following the 90 day period, that such noncompliance continues.

SECTION 20. ENFORCEMENT AND TERMINATION.

(a) Breach. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a substantial breach of its terms and conditions. A substantial breach by Company shall include the following:

- (1) Violation of any material provision of the Franchise or any material rule, order, regulation or determination which the city is authorized to make under the terms of this franchise.
- (2) Attempt to evade any material provision of the Franchise or attempts to practice any fraud or deceit upon the city or its subscribers or customers;
- (3) Failure to begin or complete system construction or system extension as provided under the Franchise;

- (4) Failure to provide the types of services promised herein;
- (5) Failure to restore service of fifty percent (50%) of the channel offerings to fifty percent (50%) of the basic channel subscribers for 96 consecutive hours.
- (6) Material misrepresentation of fact in the application for or negotiation of the Franchise.

(b) Excuse for Breach. The foregoing may not constitute a substantial breach if the violation occurs, but the Board of Aldermen finds it is without fault of the Company or occurs as a result of circumstances beyond its control. Company shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees.

(c) Force Majeure. The Company shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Company's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Company's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

(d) Notice of Violation. In the event the Franchise Authority believes the Company has not complied with the provisions of this Franchise. The City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by the Company continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Franchise before the Board of Aldermen. The City shall cause to be served upon Company, at least twenty (20) days prior to the date of such a Board meeting, a written notice of intent to request such termination, the provisions of the ordinances under which termination is sought, the time and place of the meeting. Public notice shall be given of the meeting and issue that the Board is to consider pursuant to the requirements of Mississippi law.

(e) Consideration of Breach. The Board of Aldermen shall hear and consider the issue and shall hear any person interested therein, and shall determine whether or not any substantial breach by the Company has occurred.

(f) Declaration of Forfeiture. If the Board of Aldermen shall determine the

violation by the Company was the fault of Company and within its control, the Board may, by resolution (1) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages or (2) commence or action at law for monetary damages; or (3) declare a substantial breach and declare that the Franchise of the Company shall be terminated unless there is compliance within such period as the Board may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(g) Automatic Placement on Agenda. The issue of termination shall automatically be placed upon the agenda for public hearing pursuant to Mississippi law at the expiration of the time set by it for compliance. The Board then may terminate the Franchise forthwith upon finding that Company has failed to achieve compliance or may further extend the period, in its discretion.

SECTION 21. FORECLOSURE.

The Company shall notify the City of any pending foreclosure action not more than ten (10) days following actual notice by the Company that foreclosure has been commenced. Upon the foreclosure or other judicial sale of all or a substantial part of the Cable System, or upon the termination of any lease covering all or a substantial part of the Cable System, the Company shall notify the City a change in control of the Company has taken place, and the provisions of this Franchise governing the consent of the Franchise Authority to such change in control of the Company shall apply.

SECTION 22. RECEIVERSHIP.

The Franchise Authority shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action of proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Time for Compliance. Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and

(b) Execution of Agreement. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the Franchise granted to the Company.

SECTION 23. RULES AND REGULATIONS.

(a) In addition to the inherent powers of the City to regulate and control the Franchise, and those powers expressly reserved by the City herein, the right and power is hereby reserved by the City to promulgate such additional regulations as it shall find necessary in the exercise of its lawful powers and in furtherance of the terms and conditions of this Franchise.

(b) The City may also adopt such regulations at the request of the Company upon application.

SECTION 24. RIGHTS OF AMENDMENT RESERVED TO CITY.

The City and Company expressly reserve the right to renegotiate the terms of this Ordinance and, upon agreement by both parties, to amend or supplement its provisions.

SECTION 25. FAILURE OF CITY TO ENFORCE THIS FRANCHISE, NO WAIVER OF THE TERMS THEREOF.

The Company shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 26. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by any court of competent jurisdiction or the FCC, such decision shall not affect the validity of the remaining portions. The invalidity of any such portion of this Ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required by the City of the Company under the Franchise granted.

SECTION 27. ACCEPTANCE BY THE COMPANY.

The Franchise granted pursuant to this Ordinance and its terms and provisions shall be unconditionally adopted by written instrument executed and acknowledged by the appropriate officials of the City and delivered to the Company which shall accept same not later than twenty (20) days after receiving it by acknowledging the Company's acceptance in writing.

SECTION 28. NOTICE.

All notices called for in this Franchise shall be written notice and will be considered as being completed notice when mailed by registered mail or certified mail return receipt requested and addressed to the party to be notified as shown below:

To City:

City of Clinton
P. O. Box 156
Clinton, Mississippi 39060

d/b/a Time Warner Cable
Attn: Public Affairs Director
5375 Executive Place
Jackson, Mississippi 39206

3rd day of June, 2003. **PASSED** by the Board of Aldermen of the City of Clinton, Mississippi on this the

ATTEST: W. J. Smith
City ~~Secretary~~ Clerk

This franchise has been accepted by Time Warner Entertainment Company, L.P., this
_____ day of _____, 2003.

Time Warner Entertainment Company, L.P.

By: _____

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 13

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution _____Invoice _____
Plans, Maps _____
Contract _____

Other _____

DISCUSSION/ACTION: Lease Agreement between Clinton Public Schools and City of Clinton on BMX Track

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: LottSECONDED BY: Greer

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham _____
Hisaw _____
Greer _____
Brantley _____
Fisher _____
Touchton _____
Lott _____
Mayor Aultman _____AYE

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.

JUN 03 2003

RECEIVED

MAY 06 2003

INDEXING INSTRUCTIONS: SW 1/4, Section 32, Township 6 North, Range 1 West

CITY OF CLINTON

OFFICE OF THE CITY CLERK
CITY OF CLINTONLEASE AGREEMENT

THIS LEASE AGREEMENT entered into by and between the Board of Trustees of the Clinton Public School District (Trustees) and the City of Clinton, Mississippi (City) for the lease by the Trustees of certain lands to the City for recreational purposes; to-wit:

1. For and in consideration of the sum of Three Hundred, twenty five and No/100 Dollars (\$325.00) and other valuable consideration herein recited the Trustees do hereby lease and let unto the City the following described lands in the First Judicial District of Hinds County, Mississippi; to-wit:

A parcel of land situated in the South $\frac{1}{2}$ of Section 32, T6N, R1W, Hinds County, Mississippi, and being more particularly described as follows: From the intersection of the East right of way line of Springridge Road with the line between the North $\frac{1}{2}$ and the South $\frac{1}{2}$ of Section 32, T6N, R1W; then South 1 degree 45 minutes 30 seconds West along the East right of way line of Springridge Road for a distance of 1410.0 feet to the tree POINT OF BEGINNING of the property herein described; thence South 89 degrees, 40 minutes East for a distance of 1320.0 feet; thence South 1 degree 45 minutes 30 seconds West for a distance of 390.0 feet; thence North 89 degrees 40 minutes West for a distance of 1320.0 feet to the East right of way line of Springridge Road; thence North 1 degree 45 minutes 30 seconds East along the East right of way of Springridge Road for a distance of 390.0 feet to the POINT OF BEGINNING, containing 12 acres, more or less.

2. The lease rental shall be paid with the execution of this lease. This lease acknowledges and ratifies a continuing occupancy of the tract of land herein described by Lessee and/or its assigns under lease heretofore entered into by and between the parties on September 13, 1994 and expiring on the 30th day of April, 1996 and the extensions and renewal thereof expiring on the 30th day of April, 2003. The term of this leasing shall be for a period of seven months beginning on the 1st day of May, 2003, and ending on the 30th day of November, 2003.
3. The use of the leased premises is limited to utilization thereof for recreational purposes. It is expressly understood and agreed that the City contemplates the sub-leasing and assignment of the leased premises to a civic club or association which has developed the area for use by the youth of the City of Clinton as a track for non-motorized bicycle or tricycle riding by said youth. As a further consideration for this lease of lands, the City will protect, indemnify and hold harmless the Trustees and the Clinton Public School District from all loss and/or expense arising out of any claim, real and/or imagined, for personal injury and damages or for property loss occasioned or alleged to have been occasioned by the use of said lands; and in furtherance thereof will place, or caused to be placed by a sub-lessee of the described premises, in force and effect a policy or policies

of insurance in the principal amount of One Million Dollars (\$1,000,000.00) to insure the operation and/or operators of the recreational facility herein described against loss as described; and, further Lessee shall require said club or association to designate the Clinton Public School District and its Board of Trustees as added insured parties thereby in furtherance of its agreement to hold said Trustees and the Clinton Public School District harmless from loss and expenses as aforesaid.

4. It is covenanted understood that the use of motorized bicycles, tricycles and/or other equipment or vehicles upon the recreational facilities; except in the ordinary course of construction, repair and/or maintenance of said facility by the City or its sub-lessee, their agents, servants and employees; shall be expressly prohibited; and, that in the event of occurrence or the use of said leased premises by Lessee and/or its assigns in a manner prohibited or not expressly herein authorized, at the option of said Trustees, this lease shall be terminated and all rentals forfeited.
5. It is covenanted and agreed that the City and/or its sub-lessee shall at the expiration of this lease cause the leased premises to be returned to and placed in the condition it is as of the date of the execution of this lease in that such facilities and tract described above shall be removed; together with all buildings and other structures placed thereon by the City and/or its sub-lessee. The Trustees, however, at their option, may permit and allow such of the facilities, buildings and structures as they may designate in writing to remain in place.
6. Specifically reserving and excepted from this lease is all merchantable timber now, and during the term hereof, being situated on said land and any and every interest in oils, gases and other minerals that may be in or under said land, with full right in the Board of Trustees to sell said timber, and to lease such oil, gas mineral rights to any other, as provided by law without breach of any right of City and/or its sub-lessee hereunder.
7. City and/or its sub-lessee shall not cause or suffer damage to any improvements situated upon said property, shall reasonably maintain same, and shall not sell any firewood, posts or other timber from said land, not permit same to be removed nor shall any improvements be removed from said land.
8. The Board of Trustees reserves the right to grant or to sell rights of way across any of said land for a road, highway, railroad or any public utility line; provided only, that the City and/or its sub-lessee shall be paid by the grantee of such right of way a reasonably rental for the unexpired term of this lease.
9. City and/or its sub-lessee accepts said lease upon all of said terms and conditions, and faithfully agrees to be bound thereby, in spirit and in letter.

10. If the whole or any part of the property leased shall be taken by any political subdivision or other authority authorized so to do for any public use, such taking shall not be deemed to be a breach of this lease by the Trustees of any covenant hereunder, express or implied. At the election of the City and/or its sub-lessee, this lease shall terminate for such part of the land so taken for public use from the time possession of the whole or part thereof by the taking political subdivision or authority shall occur and the Lessee and/or its assigns shall be paid by the authority taking said lands the balance proportionately of rent paid by Lessee for the period of lease occupancy remaining and no longer available. Neither Lessee nor its sub-lessee, whether they elect that the lease shall terminate or not, shall claim or be entitled to any part of any award made or to be made to the Lessor school district as damages of such taking for public use.
11. The demised premises are the property of the Clinton Public School District but are not sixteenth section or lieu land as defined in Section 29-3-1 et seq. MCA 1992, as amended; and not subject to the provisions thereof.
12. It is agreed that either party may cancel this contract by giving the other party sixty (60) days advance notice.

Adopted and executed pursuant to the Minutes of the regular meeting of the Board of Trustees of the Clinton Public School District held on the 28th day of April, 2003 and executed in duplicate on said date.

CLINTON PUBLIC SCHOOL DISTRICT

By Philip A. Gamm
President, Board of Trustees

ATTEST:

Nancy Grisco
Secretary

Tommye C. Henderson
Superintendent of Schools

ACCEPTANCE OF TERMS OF LEASE

The terms of this lease agreement are accepted by the City of Clinton, Mississippi, pursuant to Resolution adopted and spread upon the Minutes of the Meeting of the Mayor and Board of Aldermen at their regular meeting held on the 3rd day of June, 2003.

CITY OF CLINTON

By Rosemary C. Quetman
Mayor

ATTEST:

W. J. J. J. J.
City Clerk

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI
COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, this day personally appeared the within named PHILIP GUNN, NANCY CRISCO and TOMMYE C. HENDERSON, who individually acknowledged that as President, Secretary and Superintendent of Schools, respectively, and pursuant to the authority granted unto them on behalf of any by authority of Board of Trustees of Clinton Public School District by approval in regular meeting on the 28th day of April, 2003, they signed, sealed and delivered the foregoing lease agreement on the day and year therein named, as the free and voluntary act of the said Board of Trustees for the purposes therein stated.

WITNESS my hand and seal office on this the 28th day of April, 2003.

Sheila D. Taylor
NOTARY PUBLIC

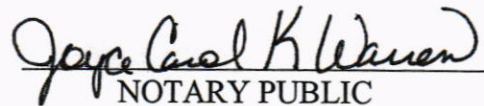
My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 12, 2003
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state on this the 3rd day of June, 2003, within my jurisdiction, the within named ROSEMARY AULTMAN and WAYNE DERRICK, who individually acknowledged that as Mayor and City Clerk of City, respectively and that in said representative capacity they executed the above and foregoing instrument after first having been duly authorized so to do.

WITNESS my hand and seal office on this the 3rd day of June 2003.


NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 10, 2008
BONDED THRU STEGALL NOTARY SERVICE

LESSOR:
Clinton Public School District
P. O. Box 300
Clinton, MS 39060
Telephone: 601-924-7533

LESSEE:
City of Clinton, Mississippi
P.O. Box 156
Clinton, MS 39060
Telephone 601-924-5462

BOARD APPROVED

JUN 03 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

AGENDA ITEM NO. 14

BOARD MEETING DATE: June 3, 2003

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

Minutes _____	Invoice _____	Other _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

DISCUSSION/ACTION: Approval of second five-year exemption from property taxes for Gulf States Cannery, Inc. on property having a fair value of \$434,047 for the period of January 1, 2003 to December 31, 2007. Said exemption has been approved by the Mississippi State Tax Commission.

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Greer

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
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.

JUN 03 2003

Approval of second five-year exemption from property taxes for Gulf States Cannery, Inc. on property having a fair value of \$434,047 for the period of January 1, 2003 to December 31, 2007.

City of Clinton tax forbearance using current millage of 35.74

\$ 2,327
=====

Clinton Public School District taxes, using current millage of 51.82

\$ 3,374
=====

JUN 03 2003

FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES

CITY OF CLINTON

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Gulf States Cannery, Inc. and the following Resolution, being first reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING **FINAL APPROVAL** OF AD VALOREM TAX EXEMPTION FOR AN ADDITIONAL FIVE-YEAR PERIOD TO GULF STATES CANNERS, INC., AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

Whereas Gulf States Cannery, Inc. is authorized to do business and is doing business in Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of Clinton, Mississippi, an application for exemption from ad valorem taxes, except State and Clinton Public School District, for an initial period of five years as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

Now, therefore, it is ordered by the Mayor and Board of Aldermen, Clinton, Mississippi, that the Application of Gulf States Cannery, Inc. is hereby approved and that the property described in Exhibit A to the Application with a true value of \$434,047 is exempt from all ad valorem taxation, except State and Clinton

Public School District taxation, for an additional five-year period beginning January 1, 2003 and ending December 31, 2007.

So ordered, this the 3rd day of June, 2003.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk



JUN 03 2003

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 15

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

Minutes _____	Invoice _____	Other _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

DISCUSSION/ACTION: Approval of 5-year exemption from property taxes for Delphi Automotive Systems, LLC on
property having a fair value of \$13,428,746 for the period of December 30, 2002 to December 31, 2007

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION: _____ MOTION MADE BY: HisawSECONDED BY: Brabham

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	<u>f</u>	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	<u>f</u>	_____	_____
Lott	_____	_____	_____
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

JUN 03 2003

Approval of five-year exemption from property taxes for Delphi Automotive Systems, LLC on property having a fair value of \$13,428,756 for the period of December 30, 2002 to December 31, 2007.

City of Clinton tax forbearance using current
millage of 35.74

\$ 71,992
=====

Clinton Public School District taxes, using
current millage of 51.82

\$104,382
=====

JUN 03 2003

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES

CITY OF CLINTON

The Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Delphi Automotive Systems, LLC, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES FOR A FIVE-YEAR PERIOD TO DELPHI AUTOMOTIVE SYSTEMS, LLC, AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE, AS AMENDED.

WHEREAS, Delphi Automotive Systems, LLC filed in triplicate with this Board its Application for exemption from ad valorem taxation on expanded or replaced equipment and facilities located within the City of Clinton, Hinds County, Mississippi; and

WHEREAS, Delphi Automotive Systems, LLC has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed-for exemption and the completion date of said enterprise; and

WHEREAS, the additions and expansions and replacement of equipment were completed on December 31, 2002, and as of that date the true value of all property to be exempt was \$13,428,756 as shown in an itemized list provided with the application, a copy of which is attached as Exhibit "A"; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an expanded

industrial enterprise which was completed on December 31, 2002, and that said company is entitled to an exemption of five (5) years beginning on December 31, 2002 and ending on December 30, 2007, subject to approval and certification by the Mississippi State Tax Commission. Applicant may apply for consideration of an additional five-year extension of this exemption at the conclusion of the five years granted herein.

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

1. That the Application for ad valorem tax exemption by Delphi Automotive Systems, LLC on the property described in Exhibit "A" of the Application filed by said Company for tax exemption with a true value of \$13,428,756 is hereby approved and said exemption is hereby granted to the extent of a five-year period beginning on December 31, 2002 and ending on December 30, 2007, subject to certification of eligibility by the Mississippi State Tax Commission.

2. That the Clerk of this Board spread a copy of this Order on the minutes of this Board; and that the Clerk forward the original and three certified copies of the Application and a certified copy of the transcript of the Order approving said Application to the Mississippi State Tax Commission for its certification of eligibility; and that the Clerk also forward one certified copy to the Tax Assessor of Hinds County, Mississippi and obtain the Certificate of said Tax Assessor stating that the aforementioned property as itemized in this Application has

been placed on the appropriate tax roll as "Non-Taxable", except for Mississippi and Clinton Public School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of the matter, Alderman Hisaw moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Bealham and upon the question being put to a vote, the Resolution was unanimously adopted by affirmative vote of the members of the Board of Aldermen of the City of Clinton present.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this 3rd day of June, 2003.


Rosemary G. Aultman, Mayor

ATTEST:



W. Wayne Derrick, CPA
City Clerk



JUN 03 2003

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 16

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

Minutes _____	Invoice _____	Other _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

DISCUSSION/ACTION: Approval of initial five-year exemption from property taxes for Delphi Automotive Systems, LLC. on property having a fair value of \$8,241,885 for the period of December 31, 2001 to December 30, 2006. Said exemption has been approved by the Mississippi State Tax Commission.

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION:MOTION MADE BY: HisawSECONDED BY: Brabham

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	<u>f</u>	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	<u>f</u>	_____	_____
Lott	_____	_____	_____
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

JUN 03 2003

Approval of initial five-year exemption from property taxes for Delphi Automotive Systems, LLC on property having a fair value of \$8,241,885 for the period of December 31, 2001 to December 30, 2006. Said exemption has been approved by the Mississippi State Tax Commission.

City of Clinton tax forbearance using current
millage of 35.74

\$ 44,185
=====

Clinton Public School District taxes, using
current millage of 51.82

\$ 64,064
=====

JUN 03 2003

FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES

CITY OF CLINTON

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Delphi Automotive Systems, LLC, and the following Resolution, being first reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING **FINAL APPROVAL** OF AD VALOREM TAX EXEMPTION FOR AN INITIAL FIVE-YEAR PERIOD TO DELPHI AUTOMOTIVE SYSTEMS, LLC, AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

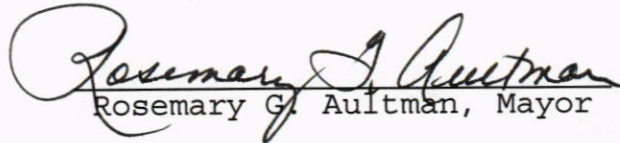
WHEREAS, heretofore, Delphi Automotive Systems, LLC, authorized to do business and is doing business in the City of Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of the City of Clinton, Mississippi, an application for exemption from ad valorem taxes, except Clinton Public School District ad valorem taxes, for a five-year period as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended;

WHEREAS, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

NOW, THEREFORE, it is ordered by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the Application of Delphi Automotive Systems, LLC is hereby approved and that the

property described in Exhibit A to the Application with a true value of \$8,241,885 is exempt from all ad valorem taxation, except Clinton Public School District ad valorem taxes, for a five-year period beginning December 31, 2001 and ending December 30, 2006.

So ordered, this the 3rd day of June, 2003.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

(SEAL)

JUN 03 2003

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

BOARD MEETING DATE: June 3, 2003

AGENDA ITEM NO. 17

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution _____Invoice _____
Plans, Maps _____
Contract _____

Other _____

DISCUSSION/ACTION: Approval of initial five-year exemption from property taxes for Telepak, Inc. on property having a fair value of \$237,361 for the period of December 31, 2002 to December 30, 2007

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: BrabhamSECONDED BY: Greer

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott
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

JUN 03 2003

Approval of initial five-year exemption from property taxes for Telepak, Inc. on property having a fair value of \$237,361 for the period of December 31, 2002 to December 30, 2007.

CITY OF CLINTON

City of Clinton tax forbearance using current
millage of 35.74

\$ 1,272
=====

Clinton Public School District taxes, using
current millage of 51.82

\$ 1,845
=====

JUN 03 2003

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES**

CITY OF CLINTON

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Telepak, Inc., (d/b/a Cellular South) and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO TELEPAK, INC., (D/B/A CELLULAR SOUTH) AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Telepak, Inc., filed in triplicate with this Board its Application for exemption from ad valorem taxation on expanded or replaced equipment and facilities located within the City of Clinton, Hinds County, Mississippi; and

WHEREAS, Telepak, Inc. has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed-for exemption and the completion date of said enterprise; and

WHEREAS, the property described in the aforementioned Application was completed on December 31, 2002, and as of that date the true value of all property to be exempt was \$237,361 as shown in an itemized list provided with the application, a copy of which is attached as Attachment A; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application was an expansion completed on December 31, 2001 made by a telecommunications enterprise and

that said company is entitled to an exemption of five years beginning on December 31, 2002 and ending on December 30, 2007, subject to approval and certification by the Mississippi State Tax Commission. Applicant may apply for consideration of an additional five-year extension of this exemption at the conclusion of the five years granted herein.

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

1. That the Application for ad valorem tax exemption by Telepak, Inc. on the property described in Attachment A, of the Application filed by said Company for tax exemption with a true value of \$237,362 is hereby approved and said exemption is hereby granted to the extent of a five-year period beginning on December 31, 2002 and ending on December 30, 2007, subject to certification of eligibility by the Mississippi State Tax Commission.

2. That the Clerk of this Board spread a copy of this Order on the minutes of this Board; and that the Clerk forward the original and three certified copies of the Application and a certified copy of the transcript of this Order approving said Application to the Mississippi State Tax Commission for its certification of eligibility; and that the Clerk also forward one certified copy to the Tax Assessor of Hinds County, Mississippi and obtain the Certificate of said Tax Assessor stating that the aforementioned property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for

Mississippi and Clinton Public School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of the matter, Alderman Brabham moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Greer, and upon the question being put to a vote, the Resolution was unanimously adopted by affirmative vote of the members of the Board of Aldermen of the City of Clinton present.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this 3rd day of June, 2003.


Rosemary G. Aultman, Mayor

ATTEST:



W. Wayne Derrick, CPA
City Clerk



JUN 03 2003

APPLICATION FOR EMERGENCY WORK

CITY OF CLINTON

To: Homer L. Wilkes, State Conservationist
USDA, Natural Resources Conservation Service Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

Thru: The District Conservationist and Area Conservationist

The undersigned local organization(s) make application for federal assistance under applicable authorities of the Flood Control Act, and as amended by Section 216 of the Flood Control Act of 1950, Public Law 81-516 (33 USC 701 b- 1).

The following information is submitted in support of the application:

1. LOCATION: County: Hinds

Watershed: Bakers Creek, Straight Fence Creek

2. SITE NAME: North Side Square, Camp Garaywa Road, Sewer Main

3. NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED: (See Section 12.22(b) of the National Watershed Manual). Eroded road bank endangering city street and waterline, sliding and eroding stream banks are endangering sewer lines and businesses. It is proposed to install pipe, rock riprap and concrete grout to stabilize each site.

4. EXTENT OF LOCAL PARTICIPATION: In addition to their 25% cost-share participation The City of Clinton will acquire all easements necessary and maintain the project after completion of the work. The Sponsor will furnish pipe sections necessary to construct the work.

5. ENVIRONMENTAL CONSIDERATIONS: Environmental impacts will be minimal.

6. COST: TOTAL: \$156,000.00 LOCAL (¹⁵25%): \$39,000.00 NRCS (⁸⁵75%): \$117,000.00

7. We understand that if funds are approved, this project must be fully implemented within 220 days of approval or funds will be withdrawn.

8. Witness the signature of the undersigned sponsoring local organization on the dates shown.

City of Clinton
(Name of Sponsor)

By: Rosemary A. Galtman

Title: Mayor

This action authorized at an official meeting

of June 3

2003 at Clinton, MS

State of Mississippi.

Attest W. Z. Smith

(Signature of Secretary)

Address: PO Box 156

Clinton, MS 39060

Address: Clinton, MS

Form -PDM-4
USDA-Natural Resources Conservation Service
Emergency Watershed Protection

DSR NO. 28020490301

Estimated Cost \$ 110,000.00

Eligible Yes NO
Approved
Repair FP Acquisition

DAMAGE SURVEY REPORT (DSR)

City of Clinton North Side Square
(Sponsor Name) (Site Name or Landowner Name)

P.O. Box 156, Clinton, MS 39060 Hinds
(Address) (County) (Priority No.)

Lat. 32°15.193' Long. 90°00.216' Sec 20 Twp 6n Range 1w Cong Dist. 2

Drainage Name: Trib. Of Straight Fence Creek Reach:
Describe the damage: Erosion and sliding bank endangering brick building, sewerline, parking lot and
fire hydrant.

EVALUATION FACTORS	YES	NO	REMARKS
Threat to Life and/or Property	<u>X</u>	<u> </u>	<u> </u>
New Hazard Created by this Event	<u>X</u>	<u> </u>	<u> </u>
Limited Resource Area	<u> </u>	<u>X</u>	<u> </u>
Economically Defensible (Page 2)	<u>X</u>	<u> </u>	<u> </u>
Socially Defensible (Page 3)	<u>X</u>	<u> </u>	<u> </u>
Environmentally Defensible (Page 4)	<u>X</u>	<u> </u>	<u> </u>
Overall Defensible	<u>X</u>	<u> </u>	<u> </u>
Technically Sound (Page 5)	<u>X</u>	<u> </u>	<u> </u>
Appropriate steps taken to ensure all segments of the affected population have been informed of the EWP program and its possible effects.	<u>X</u>	<u> </u>	<u> </u>

ALTERNATIVES CONSIDERED

1. Floodplain Easements N/A
2. Nonstructural measures Not feasible
3. Structural Measures Rock riprap to stabilize stream banks and slide area.
4. Other (Describe briefly) None
5. No Action No action would endanger building, sewer line, parking lot or fire hydrant.
Failure of the sewer line would result in substantial pollution downstream.

PROPOSED TREATMENT

Describe The Selected Alternative: Use rock riprap to protect the stream banks and stabilize the slide area and protect the sewer line
Construction Cost of Emergency Work: \$ 110,000.00

REVIEW/APPROVAL:

State Conservationist Representative Date

NOTE: DSR pages 2-6 are required to support the decisions recorded on this summary page.

ECONOMIC EVALUATION

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

Properties	Repair cost or Damage (\$)	Damage Factor (%)	Near Term Damage Reduction
1. Properties protected (private)			
<u>Parking lot</u>	<u>\$ 5,000.00</u>	<u>50%</u>	<u>\$ 2,500.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
2. Properties protected (public)			
<u>Sewer line</u>	<u>\$ 25,000.00</u>	<u>100%</u>	<u>\$ 25,000.00</u>
<u>Fire hydrant</u>	<u>\$ 5,000.00</u>	<u>100%</u>	<u>\$ 5,000.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
3. Business Losses			
<u>4 business</u>	<u>\$ 100,000.00</u>	<u>25%</u>	<u>\$ 25,000.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
4. Other			
<u>Pollution potential downstream</u>	<u>\$ 100,000.00</u>	<u>100%</u>	<u>\$ 100,000.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL NEAR TERM DAMAGE REDUCTION			<u>\$ 157,500.00</u>

REMARKS:

SOCIAL EVALUATION

County: Hinds

Date: 5/28/2003

Completed by: Area II EWP Team

POTENTIAL IMPACTS ON:

	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
Schools		x	
Day Care Facilities		x	
Hospital/Nursing Home		x	
Other Group Facilities		x	
Emergency Services		x	
Handicapped Individuals	x		
Limited Resource Individuals	x		

OTHER EFFECTS:

Loss of Home		x	
Loss of Utilities	x		Sewer line
Loss of Life		x	Health hazard if sewerline fails.

LIMITED RESOURCE COMMUNITY DOCUMENTATION

Community

Unemployment Rate _____
 Property Value _____
 Per Capita Income _____

National and State

National Unemployment Rate _____
 State Average Property Value _____
 State Per Capita Income _____

Data Source(s):

BENEFICIARIES OF THE MEASURE:

<u>Race</u>	<u>Number</u>	<u>Remarks</u>
White	300	
African-American	200	
American Indian		
Ethnicity (Hispanic)		

OVERALL REMARKS:

ENVIRONMENTAL EVALUATION

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

ENVIRONMENTAL FACTORS	EFFECT 2/			REMARKS 3/
	Without Project	Short Term	Long Term	
*PRIME/UNIQUE FARMLANDS	N/A	N/A	N/A	
CHANGE IN LAND USE (What is change?)	N/A	N/A	N/A	
SOIL EROSION (Quantify if possible)	-	-	+	Erosion will be minimized by the project.
RIPARIAN AREAS	-	-	+	Erosion & sewage detrimental to riparian areas.
SOIL CONDITION (Compaction, salinity, fertility, etc.)	N/A	N/A	N/A	
SURFACE WATER QUALITY	-	-	+	Sewer line failure would be detrimental to water quality.
COASTAL ZONE MGT AREA	N/A	N/A	N/A	
WILD AND SCENIC RIVERS	N/A	N/A	N/A	
SPECIAL AQUATIC AREAS	N/A	N/A	N/A	
AIR QUALITY	N/A	N/A	N/A	
VEGETATION ALTERATION (Landscape - What is change?)	N/A	N/A	N/A	
*FLOODPLAIN MANAGEMENT	N/A	N/A	N/A	
*WETLANDS - (Includes riparian)	0	0	0	
FISH AND WILDLIFE HABITAT	-	-	+	Sewer line failure would be detrimental to habitat.
*THREATENED and ENDANGERED SPECIES - plants or animals	0	0	0	
*CULTURAL RESOURCES	0	0	0	
AESTHETICS (Appearance of)	-	-	+	Debris and erosion will be minimized by the project.
NATURAL AREAS	-	-	+	Minimizing erosion will improve natural areas.
OTHER				
1/ Use for individual practices, PMS, conservation treatment unit, or EWP, RC&D, small watershed projects (Refer to GM 190)				
2/ CODE ITEMS: (+) Beneficial Effect, (0) No Effect, (-) Adverse Effect, (N/A) Not Applicable. Without Project = What are projects action? Short Term = Installation period. Long Term = Period through duration of intended use life of the project or restored condition. Assess off-site or cumulative impacts as well as on-site.				
3/ Explain all + or - effects and note if on-site and/or off-site.				
(*) CRITICAL ENVIRONMENTAL FACTOR addressed in Federal Regulations.				

ENGINEER'S COST ESTIMATE

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

Measure Category	Planned Measures (or Item Description)	Quantity	Units	Unit Cost	Amount
IV	Mobilization & Demobilization	1	LS	\$ 1,500.00	\$ 1,500.00
IV	Clearing & Grubbing	1.0	Ac	\$ 2,000.00	\$ 2,000.00
IV	Excavation	2500	CY	\$ 5.00	\$ 12,500.00
IV	Earthfill	1800	CY	\$ 8.00	\$ 14,400.00
IV	Rock Riprap	1500	TN	\$ 40.00	\$ 60,000.00
IV	Geotextile	1200	SY	\$ 2.00	\$ 2,400.00
IV	Vegetation	1.0	Ac	\$ 1,500.00	\$ 1,500.00
IV	Concrete Grout	60	CY	\$ 150.00	\$ 9,000.00
				TOTAL COST	\$ 103,300.00
				USE	\$ 110,000.00
Total Construction Cost					\$ 110,000.00

Measure Categories:

I	Area Devoid of Vegetation
II	Debris or Sediment Control Structure
III	Levee, Dike or Dam
IV	Stream or Surface Drain
V	(Other) _____

Unit Abbreviations

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yards
HR	Hour	TN	Ton
LF	Linear Feet		(other) _____

TEAM RECOMMENDATIONS

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

Comments: It is recommended that the stream banks be sloped and protected with rock riprap. Install a rock riprap keyway in the slide area adjacent to the channel to stabilize the slide area.

CERTIFICATION:

The combined beneficial economic, environmental, and social effects exceed ☒, do not exceed ☐, the combined adverse effects and approval is ☒, is not ☐ recommended.

Team Members:

Name (signatures)

Discipline

<u>St. Woodley</u>	<u>Engineer</u>
<u>Carry Golden</u>	<u>D.E.</u>
<u>(unavailable for signature)</u>	
<u>Scott Coleman</u>	<u>Engineer</u>
<u>(unavailable for signature)</u>	

Date: _____

CONCURRENCE:

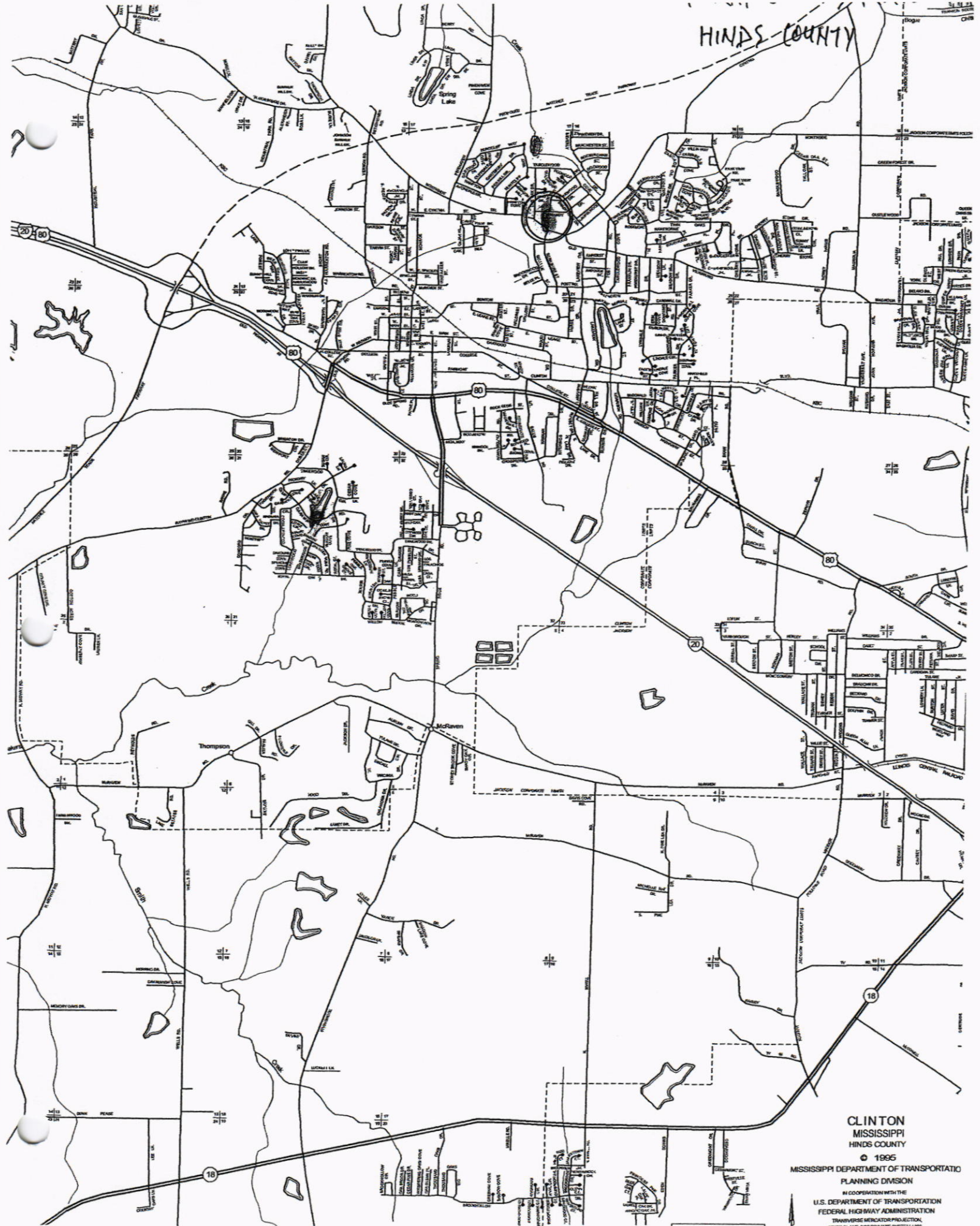
Jim S. Rogen

Sponsor Representative

NRCS Representative

ATTACHMENTS: A. Location Map
S. Site Plan
C. Photos

NOTE: Detailed information for determining the social effects can be found in NRCS Social Assessments series 420-12 "Social Assessment Procedures in Natural Resource Planning (Draft Guidelines)" January 1981 (22). Detailed information for determining the environmental effects can be found in NRCS "Economic and Environmental Principles and Guidelines for Water and Related Implementation Studies", (PIG), March 1983.



HINDS COUNTY

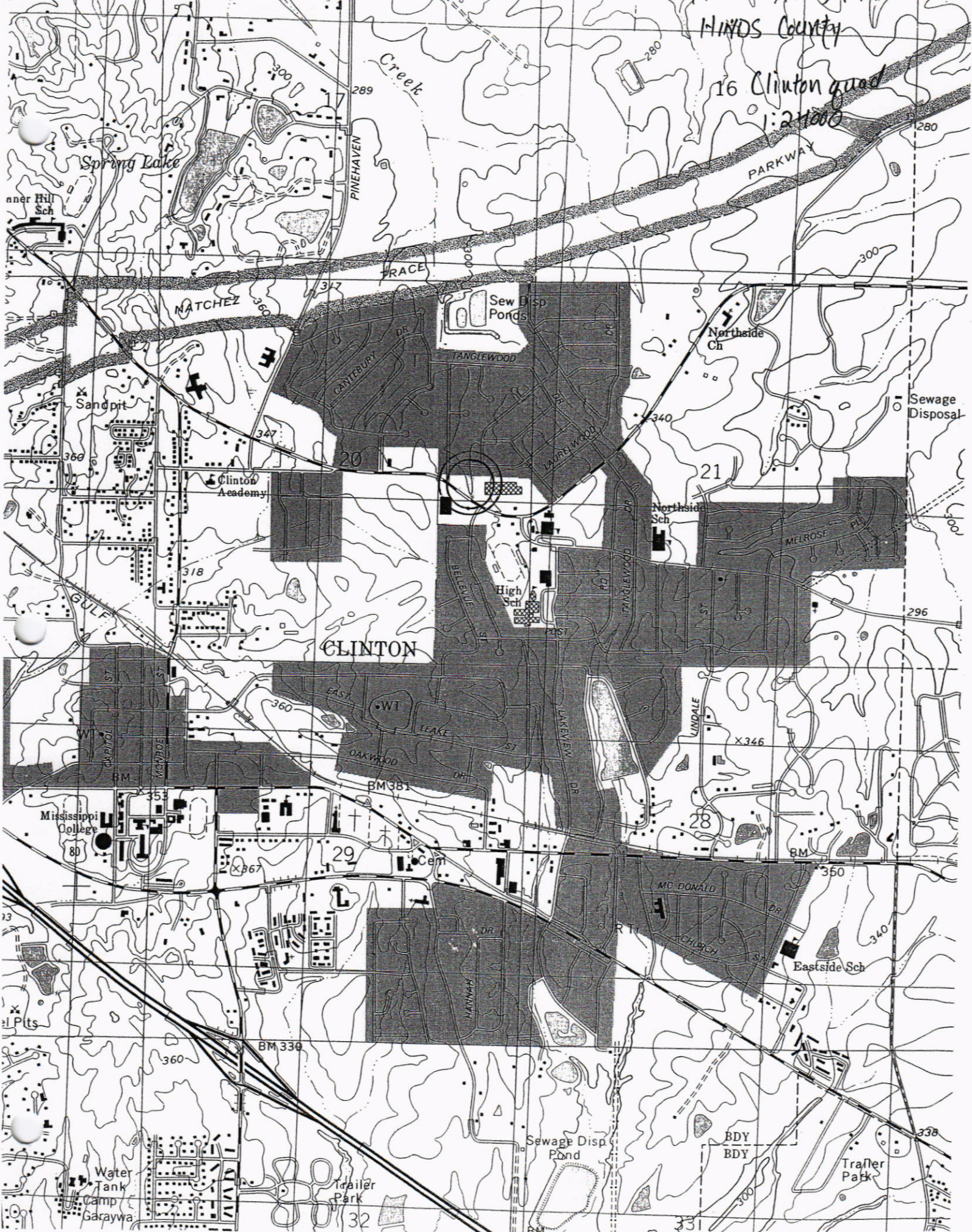
CLINTON
MISSISSIPPI
HINDS COUNTY

© 1995
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PLANNING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
TRANSVERSE MERCATOR PROJECTION

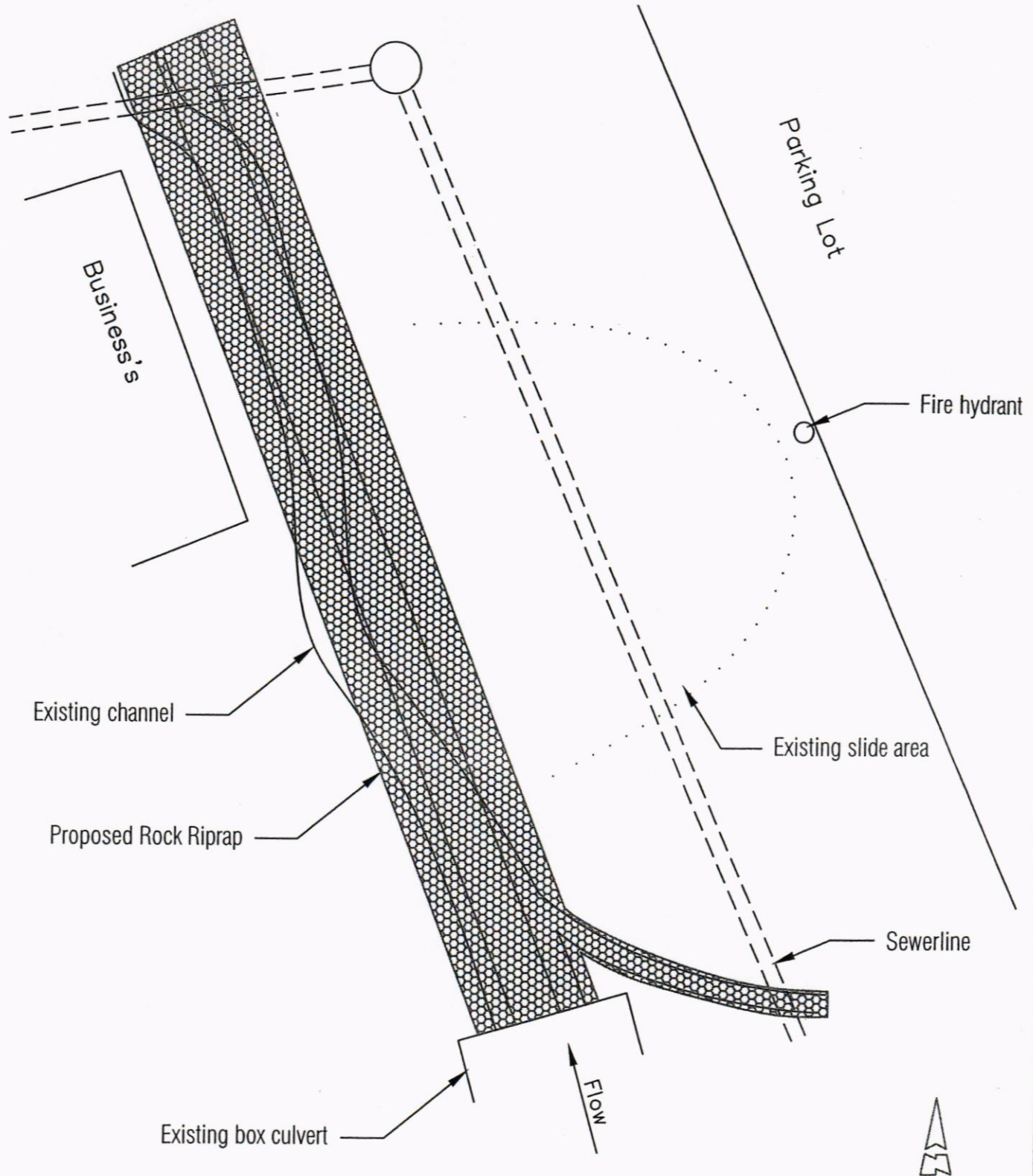
HINDS County

16 Clinton quad

1:24000







Clinton EWP
North Side Square
s20, t6n, r1w

Site Plan

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Designed _____	Date _____	Approved by _____
Drawn _____		Title _____
Traced _____		Date _____
Checked _____		Title _____
		Sheet No. _____
		of _____
		Drawing No. _____

Form -PDM-4USDA-Natural Resources Conservation Service
Emergency Watershed ProtectionDSR NO. 28020490302Eligible Yes NO
Approved
Repair FP Acquisition Estimated Cost \$ 30,000.00**DAMAGE SURVEY REPORT (DSR)**

City of Clinton Sewer Main
(Sponsor Name) (Site Name or Landowner Name)P.O. Box 156, Clinton, MS 39060 Hinds
(Address) (County) (Priority No.)Lat. 32°15.193' Long. 90°00.216' Sec 20 Twp 6n Range 1w Cong Dist. 2

Drainage Name: Trib. Of Straight Fence Creek Reach:
Describe the damage: Erosion endangering sewerline.

EVALUATION FACTORS

	<u>YES</u>	<u>NO</u>	<u>REMARKS</u>
Threat to Life and/or Property	<u>X</u>	<u> </u>	<u> </u>
New Hazard Created by this Event	<u>X</u>	<u> </u>	<u> </u>
Limited Resource Area	<u> </u>	<u>X</u>	<u> </u>
Economically Defensible (Page 2)	<u>X</u>	<u> </u>	<u> </u>
Socially Defensible (Page 3)	<u>X</u>	<u> </u>	<u> </u>
Environmentally Defensible (Page 4)	<u>X</u>	<u> </u>	<u> </u>
Overall Defensible	<u>X</u>	<u> </u>	<u> </u>
Technically Sound (Page 5)	<u>X</u>	<u> </u>	<u> </u>
Appropriate steps taken to ensure all segments of the affected population have been informed of the EWP program and its possible effects.	<u>X</u>	<u> </u>	<u> </u>

ALTERNATIVES CONSIDERED

1. Floodplain Easements	<u>N/A</u>
2. Nonstructural measures	<u>Not feasible</u>
3. Structural Measures	<u>Rock riprap and concrete grout.</u>
4. Other (Describe briefly)	<u>None</u>
5. No Action	<u>No action would sewer line.</u>

PROPOSED TREATMENTDescribe The Selected Alternative: Use rock riprap and concrete grout to protect the stream channel and the sewer line.Construction Cost of Emergency Work: \$ 30,000.00

REVIEW/APPROVAL:State Conservationist Representative Date

NOTE: DSR pages 2-6 are required to support the decisions recorded on this summary page.

ECONOMIC EVALUATIONCounty: HindsDate: 5/28/2003Completed by: Area II EWP Team

Properties	Repair cost or Damage (\$)	Damage Factor (%)	Near Term Damage Reduction
1. Properties protected (private)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
2. Properties protected (public)			
Sewer line	\$ 25,000.00	100%	\$ 25,000.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
3. Business Losses			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
4. Other			
Pollution potential downstream	\$ 100,000.00	100%	\$ 100,000.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL NEAR TERM DAMAGE REDUCTION			\$ 125,000.00

REMARKS: _____

County: Hinds

Date: 5/28/2003

Completed by: Area II EWP Team

	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
Schools		x	
Day Care Facilities		x	
Hospital/Nursing Home		x	
Other Group Facilities		x	
Emergency Services	x		
Handicapped Individuals	x		
Limited Resource Individuals	x		

Loss of Home		x	
Loss of Utilities	x		Sewer line services approximately 2000 people.
Loss of Life		x	Sewage in stream would create health hazard.

Community

Unemployment Rate _____
Property Value _____
Per Capita Income _____

National Unemployment Rate	_____
State Average Property Value	_____
State Per Capita Income	_____

Data Source(s):

<u>Race</u>	<u>Number</u>	<u>Remarks</u>
White	600	
African-American	400	
American Indian		
Ethnicity (Hispanic)		

OVERALL REMARKS:

ENVIRONMENTAL EVALUATION

County: Hinds

Date: 5/28/2003

Completed by: Area II EWP Team

ENVIRONMENTAL FACTORS	EFFECT 2/			REMARKS 3/
	Without Project	Short Term	Long Term	
*PRIME/UNIQUE FARMLANDS	N/A	N/A	N/A	
CHANGE IN LAND USE (What is change?)	N/A	N/A	N/A	
SOIL EROSION (Quantify if possible)	-	-	+	Erosion will be minimized by the project.
RIPARIAN AREAS	-	-	+	Erosion & sewage detrimental to riparian areas.
SOIL CONDITION (Compaction, salinity, fertility, etc.)	N/A	N/A	N/A	
SURFACE WATER QUALITY	-	-	+	Sewer line failure would be detrimental to water quality.
COASTAL ZONE MGT AREA	N/A	N/A	N/A	
WILD AND SCENIC RIVERS	N/A	N/A	N/A	
SPECIAL AQUATIC AREAS	N/A	N/A	N/A	
AIR QUALITY	N/A	N/A	N/A	
VEGETATION ALTERATION (Landscape - What is change?)	N/A	N/A	N/A	
*FLOODPLAIN MANAGEMENT	N/A	N/A	N/A	
*WETLANDS - (Includes riparian)	0	0	0	
FISH AND WILDLIFE HABITAT	-	-	+	Sewer line failure would be detrimental to habitat.
*THREATENED and ENDANGERED SPECIES - plants or animals	0	0	0	
*CULTURAL RESOURCES	0	0	0	
AESTHETICS (Appearance of)	-	-	+	Debris and erosion will be minimized by the project.
NATURAL AREAS	-	-	+	Minimizing erosion will improve natural areas.
OTHER				
1/ Use for individual practices, PMS, conservation treatment unit, or EWP, RC&D, small watershed projects (Refer to GM 190)				
2/ CODE ITEMS: (+) Beneficial Effect, (0) No Effect, (-) Adverse Effect, (N/A) Not Applicable. Without Project = What are projects action? Short Term = Installation period. Long Term = Period through duration of intended use life of the project or restored condition. Assess off-site or cumulative impacts as well as on-site.				
3/ Explain all + or - effects and note if on-site and/or off-site.				
(*) CRITICAL ENVIRONMENTAL FACTOR addressed in Federal Regulations.				

ENGINEER'S COST ESTIMATE

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

Measure Category	Planned Measures (or Item Description)	Quantity	Units	Unit Cost	Amount
IV	Mobilization & Demobilization	1	LS	\$ 1,500.00	\$ 1,500.00
IV	Clearing & Grubbing	0.5	Ac	\$ 2,000.00	\$ 1,000.00
IV	Excavation	500	CY	\$ 5.00	\$ 2,500.00
IV	Earthfill	250	CY	\$ 8.00	\$ 2,000.00
IV	Rock Riprap	270	TN	\$ 40.00	\$ 10,800.00
IV	Geotextile	200	SY	\$ 2.00	\$ 400.00
IV	Vegetation	0.5	Ac	\$ 1,500.00	\$ 750.00
IV	Concrete Grout	45	CY	\$ 150.00	\$ 6,750.00
				TOTAL COST	\$ 25,700.00
				USE	\$ 30,000.00
Total Construction Cost					\$ 30,000.00

Measure Categories:

I	Area Devoid of Vegetation
II	Debris or Sediment Control Structure
III	Levee, Dike or Dam
IV	Stream or Surface Drain
V	(Other) _____

Unit Abbreviations

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yards
HR	Hour	TN	Ton
LF	Linear Feet		_____ (other)

TEAM RECOMMENDATIONS

County: Hinds

Date: 5/28/2003

Completed by: Area II EWP Team

Comments: It is recommended that the stream channel be re-shaped and protected with rock riprap and concrete grout.

CERTIFICATION:

The combined beneficial economic, environmental, and social effects exceed ☒, do not exceed ☐, the combined adverse effects and approval is ☒, is not ☐ recommended.

Team Members:

Name (signatures)

Discipline

<i>John M. Vachon</i>	Engineer
Larry Golden	D.C.
(unavailable for signature)	
Scott Coleman	Engineer
(unavailable for signature)	

Date: _____

CONCURRENCE:

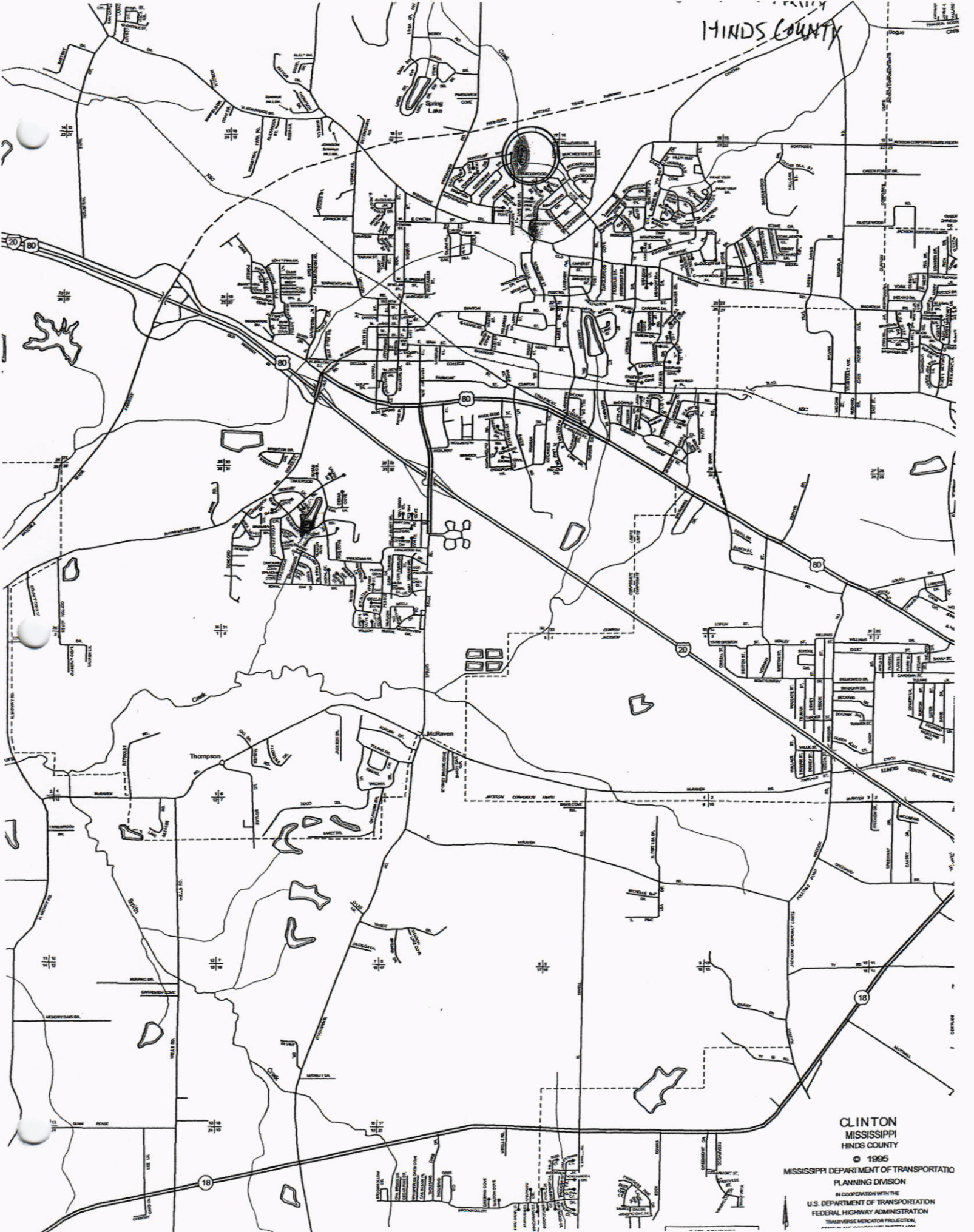
John S. Royen
Sponsor Representative

NRCS Representative

ATTACHMENTS: A. Location Map
S. Site Plan
C. Photos

NOTE: Detailed information for determining the social effects can be found in NRCS Social Assessments series 420-12 "Social Assessment Procedures in Natural Resource Planning (Draft Guidelines)" January 1981 (22). Detailed information for determining the environmental effects can be found in NRCS "Economic and Environmental Principles and Guidelines for Water and Related Implementation Studies", (P&G), March 1983.

HINDS COUNTY



CLINTON
MISSISSIPPI
HINDS COUNTY

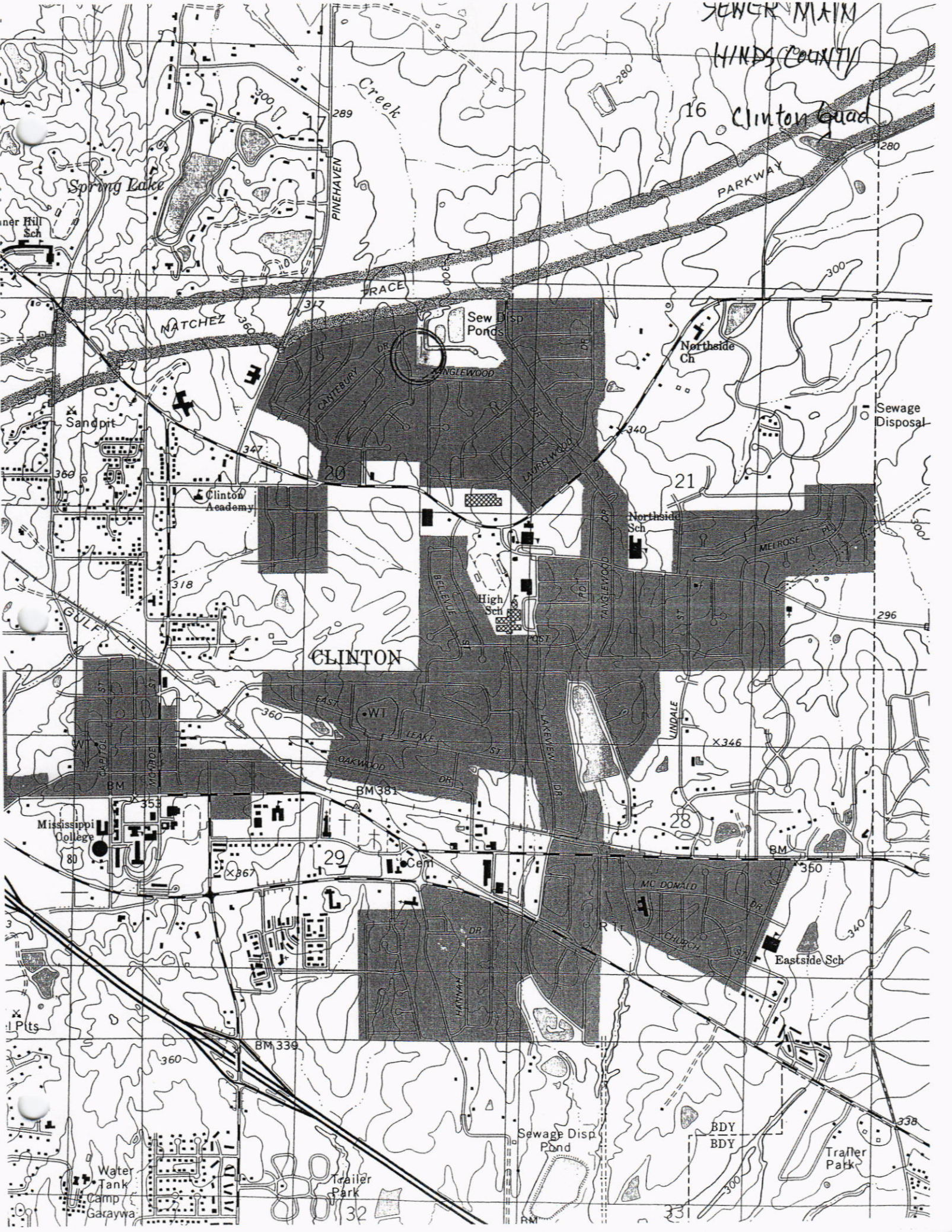
© 1965

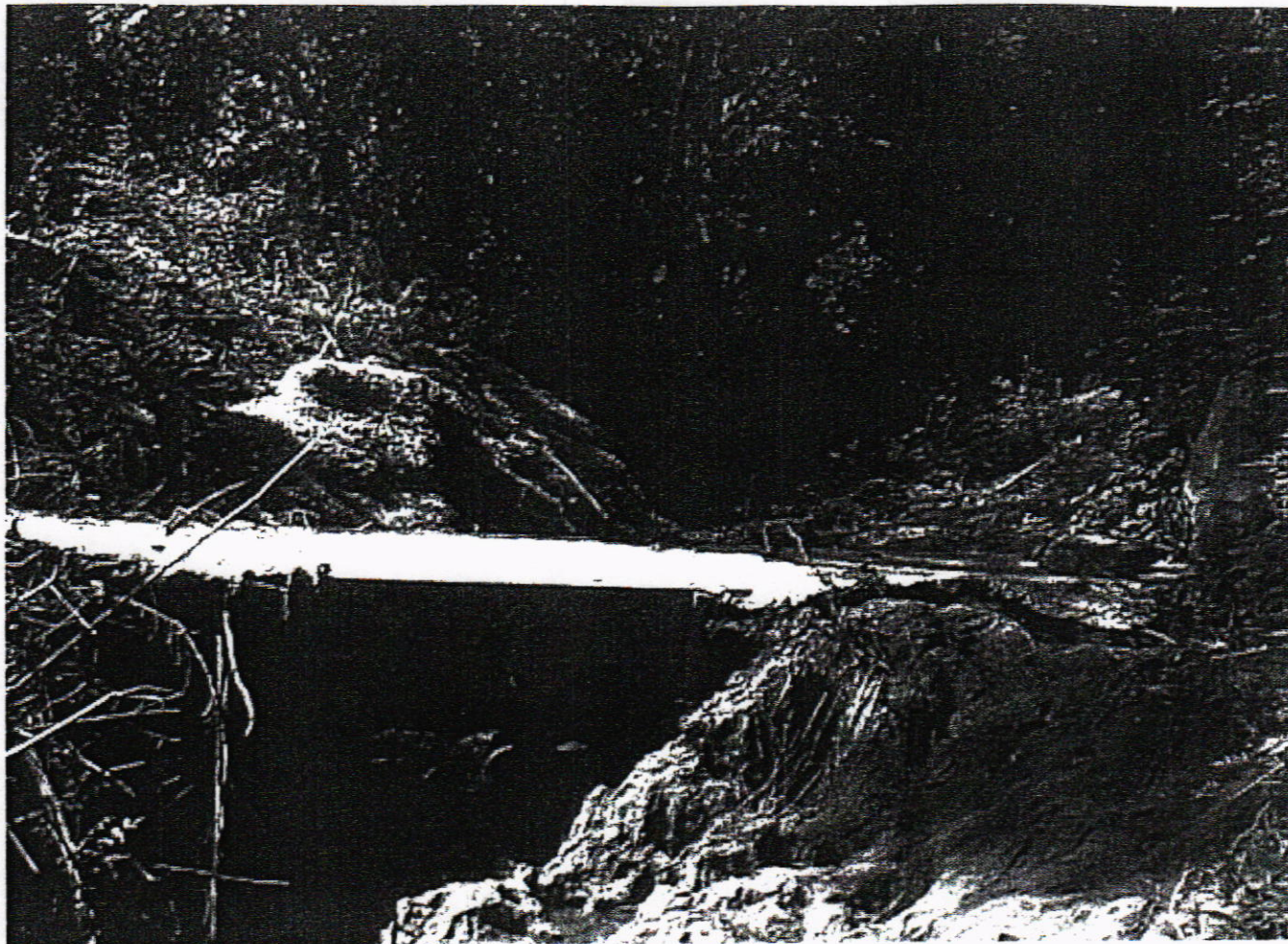
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PLANNING DIVISION

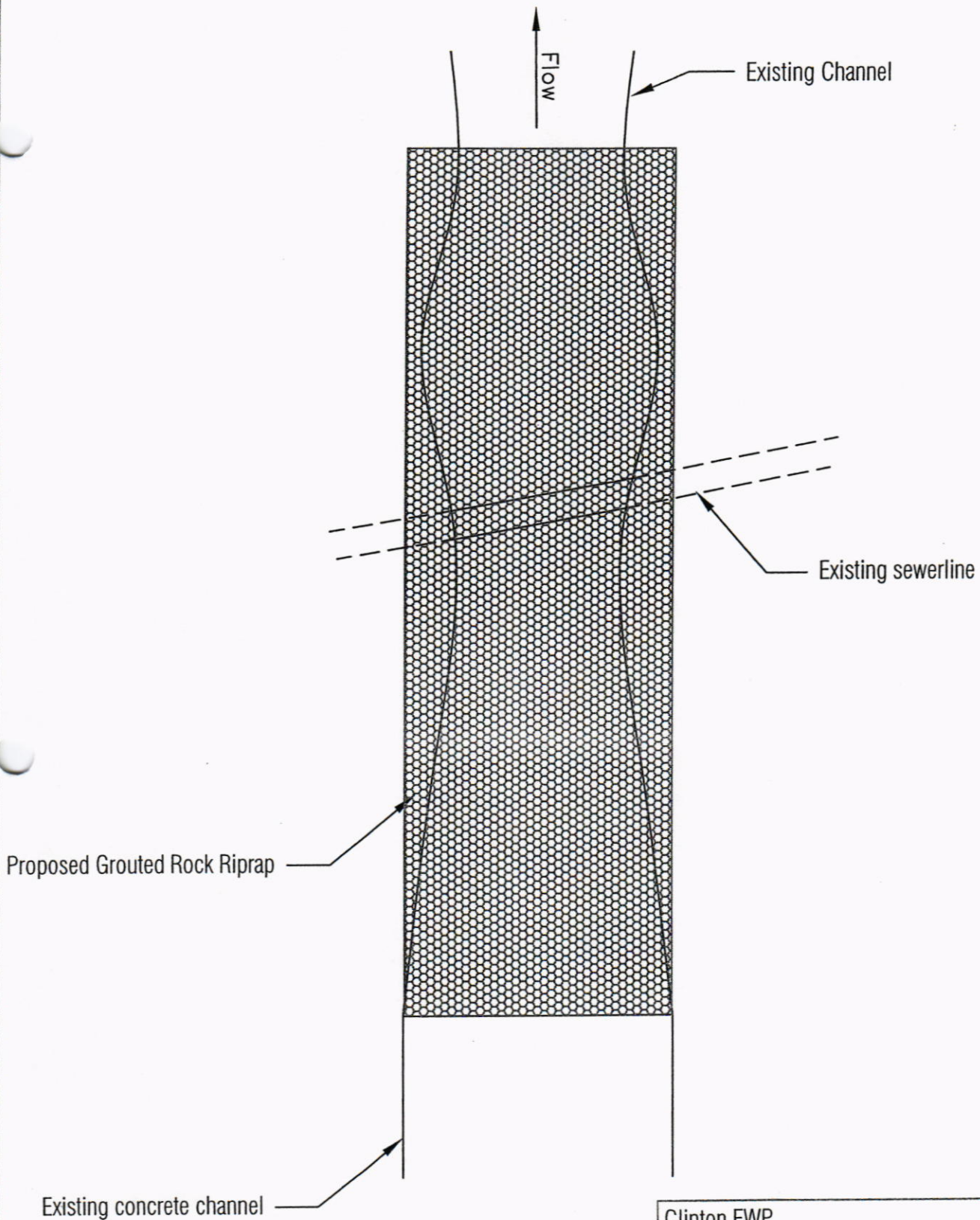
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
THRUWAY MILEAGE PROJECTION

SEWER MAIN
HINDS COUNTY

Clinton Quad







Clinton EWP
Sewer Main
s20, t6n, r1w

Site Plan

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Designed _____	Date _____	Approved by _____
Drawn _____		Title _____
Traced _____		Date _____
Checked _____		Title _____
		Sheet No. _____
		of _____
		Drawing No. _____

DSR NO. 28020490303Form -PDM-4USDA-Natural Resources Conservation Service
Emergency Watershed ProtectionEligible Yes NO
Approved
Repair FP Acquisition Estimated Cost \$ 16,000.00**DAMAGE SURVEY REPORT (DSR)**

City of Clinton Camp Garawya Road
(Sponsor Name) (Site Name or Landowner Name)P.O. Box 156, Clinton, MS 39060 Hinds
(Address) (County) (Priority No.)Lat. 32°15.193' Long. 90°00.216' Sec 31 Twp 6n Range 1w Cong Dist. 2

Drainage Name: Trib. Of Bakers Creek Reach:
Describe the damage: Erosion endangering road culvert, city street and waterline. Street is on dam of
sub-division lake.

EVALUATION FACTORS	YES	NO	REMARKS
Threat to Life and/or Property	<u>X</u>	<u> </u>	<u> </u>
New Hazard Created by this Event	<u>X</u>	<u> </u>	<u> </u>
Limited Resource Area	<u> </u>	<u>X</u>	<u> </u>
Economically Defensible (Page 2)	<u>X</u>	<u> </u>	<u> </u>
Socially Defensible (Page 3)	<u>X</u>	<u> </u>	<u> </u>
Environmentally Defensible (Page 4)	<u>X</u>	<u> </u>	<u> </u>
Overall Defensible	<u>X</u>	<u> </u>	<u> </u>
Technically Sound (Page 5)	<u>X</u>	<u> </u>	<u> </u>
Appropriate steps taken to ensure all segments of the affected population have been informed of the EWP program and its possible effects.	<u>X</u>	<u> </u>	<u> </u>

ALTERNATIVES CONSIDERED

1. Floodplain Easements	<u>N/A</u>
2. Nonstructural measures	<u>Not feasible</u>
3. Structural Measures	<u>Rock riprap and pipe extension.</u>
4. Other (Describe briefly)	<u>None</u>
5. No Action	<u>No action would endanger street and water line.</u>

PROPOSED TREATMENTDescribe The Selected Alternative: Extend pipe and use rock riprap to stabilize road bank and pipe outlet.
and protect the sewer lineConstruction Cost of Emergency Work: \$ 16,000.00

REVIEW/APPROVAL:State Conservationist Representative Date

NOTE: DSR pages 2-6 are required to support the decisions recorded on this summary page.

ECONOMIC EVALUATION

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

Properties	Repair cost or Damage (\$)	Damage Factor (%)	Near Term Damage Reduction
1. Properties protected (private)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
2. Properties protected (public)			
City street	\$ 25,000.00	50%	\$ 12,500.00
Waterline	\$ 5,000.00	100%	\$ 5,000.00
_____	_____	_____	_____
_____	_____	_____	_____
3. Business Losses			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
4. Other			
Increased travel cost	\$ 25,000.00	100%	\$ 25,000.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL NEAR TERM DAMAGE REDUCTION			\$ 42,500.00

REMARKS: _____

SOCIAL EVALUATION

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

POTENTIAL IMPACTS ON:

	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
Schools	<u>x</u>		
Day Care Facilities		<u>x</u>	
Hospital/Nursing Home		<u>x</u>	
Other Group Facilities	<u>x</u>		<u>Youth camp</u>
Emergency Services	<u>x</u>		
Handicapped Individuals	<u>x</u>		
Limited Resource Individuals			

OTHER EFFECTS:

Loss of Home		<u>x</u>	
Loss of Utilities	<u>x</u>		<u>Water line</u>
Loss of Life	<u>x</u>		<u>Failure of road could result in accident.</u>

LIMITED RESOURCE COMMUNITY DOCUMENTATION

Community

Unemployment Rate _____
 Property Value _____
 Per Capita Income _____

National and State

National Unemployment Rate _____
 State Average Property Value _____
 State Per Capita Income _____

Data Source(s): _____

BENEFICIARIES OF THE MEASURE:

<u>Race</u>	<u>Number</u>	<u>Remarks</u>
White	<u>300</u>	
African-American	<u>150</u>	
American Indian		
Ethnicity (Hispanic)		

OVERALL REMARKS:

ENVIRONMENTAL EVALUATION

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

ENVIRONMENTAL FACTORS	EFFECT 2/			REMARKS 3/
	Without Project	Short Term	Long Term	
*PRIME/UNIQUE FARMLANDS	N/A	N/A	N/A	
CHANGE IN LAND USE (What is change?)	N/A	N/A	N/A	
SOIL EROSION (Quantify if possible)	-	-	+	Erosion will be minimized by the project.
RIPARIAN AREAS	-	-	+	Erosion detrimental to riparian areas.
SOIL CONDITION (Compaction, salinity, fertility, etc.)	N/A	N/A	N/A	
SURFACE WATER QUALITY	-	-	+	Minimizing erosion will improve water quality.
COASTAL ZONE MGT AREA	N/A	N/A	N/A	
WILD AND SCENIC RIVERS	N/A	N/A	N/A	
SPECIAL AQUATIC AREAS	N/A	N/A	N/A	
AIR QUALITY	N/A	N/A	N/A	
VEGETATION ALTERATION (Landscape - What is change?)	N/A	N/A	N/A	
*FLOODPLAIN MANAGEMENT	N/A	N/A	N/A	
*WETLANDS - (Includes riparian)	0	0	0	
FISH AND WILDLIFE HABITAT	0	-	+	Disturbance during construction.
*THREATENED and ENDANGERED SPECIES - plants or animals	0	0	0	
*CULTURAL RESOURCES	0	0	0	
AESTHETICS (Appearance of)	-	-	+	Debris and erosion will be minimized by the project.
NATURAL AREAS	-	-	+	Minimizing erosion will improve natural areas.
OTHER				
1/ Use for individual practices, PMS, conservation treatment unit, or EWP, RC&D, small watershed projects (Refer to GM 190)				
2/ CODE ITEMS: (+) Beneficial Effect, (0) No Effect, (-) Adverse Effect, (N/A) Not Applicable. Without Project = What are projects action? Short Term = Installation period. Long Term = Period through duration of intended use life of the project or restored condition. Assess off-site or cumulative impacts as well as on-site.				
3/ Explain all + or - effects and note if on-site and/or off-site.				
(*) CRITICAL ENVIRONMENTAL FACTOR addressed in Federal Regulations.				

ENGINEER'S COST ESTIMATE

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

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IV	Excavation	100	CY	\$ 5.00	\$ 500.00
IV	Earthfill	100	CY	\$ 8.00	\$ 800.00
IV	Rock Riprap	160	TN	\$ 40.00	\$ 6,400.00
IV	Geotextile	200	SY	\$ 2.00	\$ 400.00
IV	Vegetation	0.5	Ac	\$ 1,500.00	\$ 750.00
IV	Concrete Grout	13	CY	\$ 150.00	\$ 1,950.00
IV	36" RC Pipe Installation	8	LF	\$ 100.00	\$ 800.00
IV	15" C.M. Pipe Installation	10	LF	\$ 30.00	\$ 300.00
	NOTE: Sponsor will furnish pipe sections needed for project.				
				TOTAL COST	\$ 14,100.00
				USE	\$ 16,000.00
Total Construction Cost					\$ 16,000.00

Measure Categories:

I	Area Devoid of Vegetation
II	Debris or Sediment Control Structure
III	Levee, Dike or Dam
IV	Stream or Surface Drain
V	(Other) _____

Unit Abbreviations

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yards
HR	Hour	TN	Ton
LF	Linear Feet		(other) _____

TEAM RECOMMENDATIONS

County: HindsDate: 5/28/2003Completed by: Area II EWP Team

Comments: It is recommended that the pipe be extended and the road bank and pipe outlet be protected by grouted rock riprap.

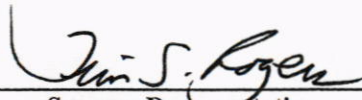
CERTIFICATION:

The combined beneficial economic, environmental, and social effects exceed ✓, do not exceed , the combined adverse effects and approval is ✓, is not recommended.

Team Members:Name (signatures)Discipline

<u>St. W. Volynka</u>	<u>Engineer</u>
<u>Larry Golden</u>	<u>DC</u>
<u>(unavailable for signature)</u>	
<u>Scott Coleman</u>	<u>Engineer</u>
<u>(unavailable for signature)</u>	

Date: _____

CONCURRENCE:


Sponsor Representative

NRCS Representative

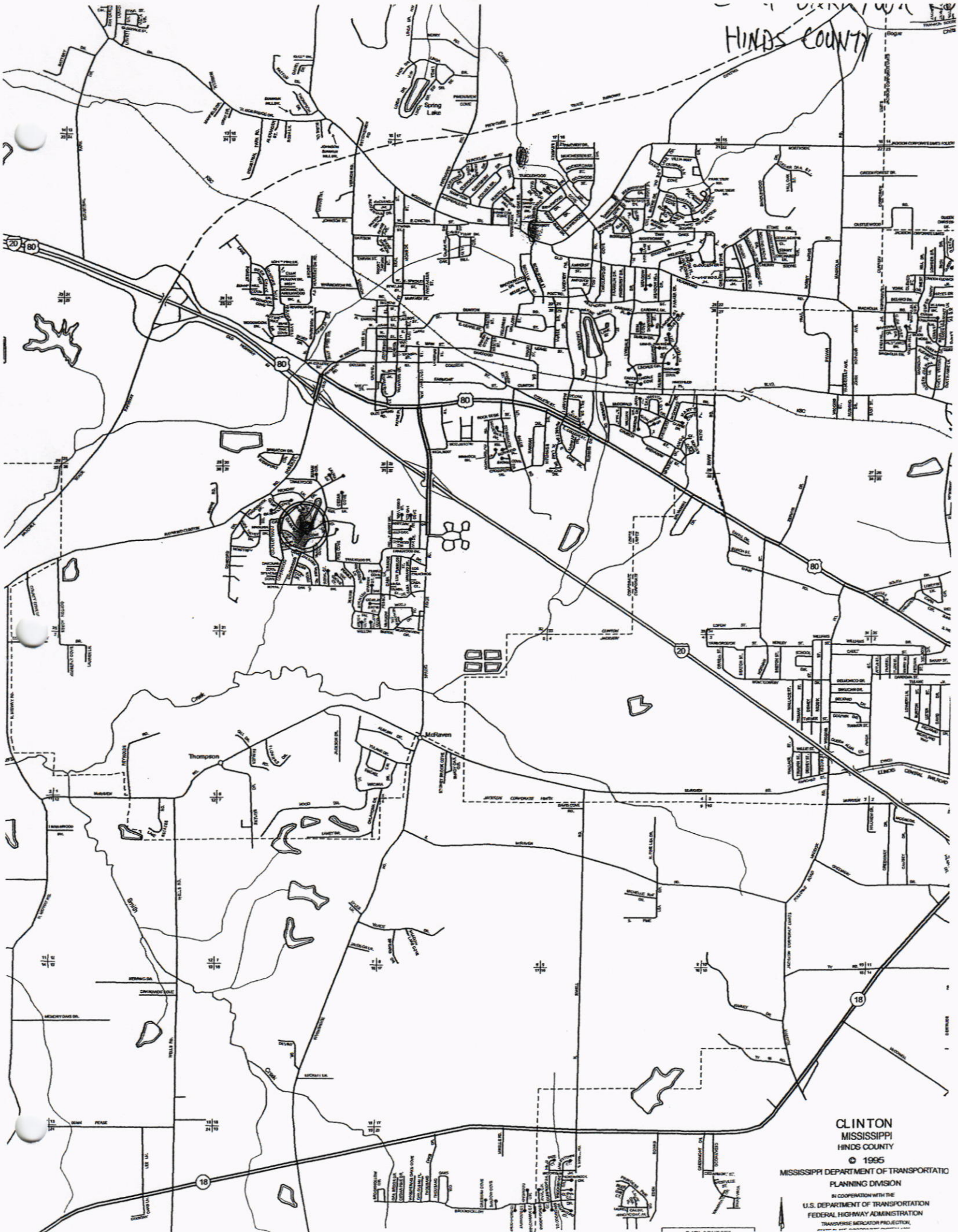
ATTACHMENTS: A. Location Map

S. Site Plan

C. Photos

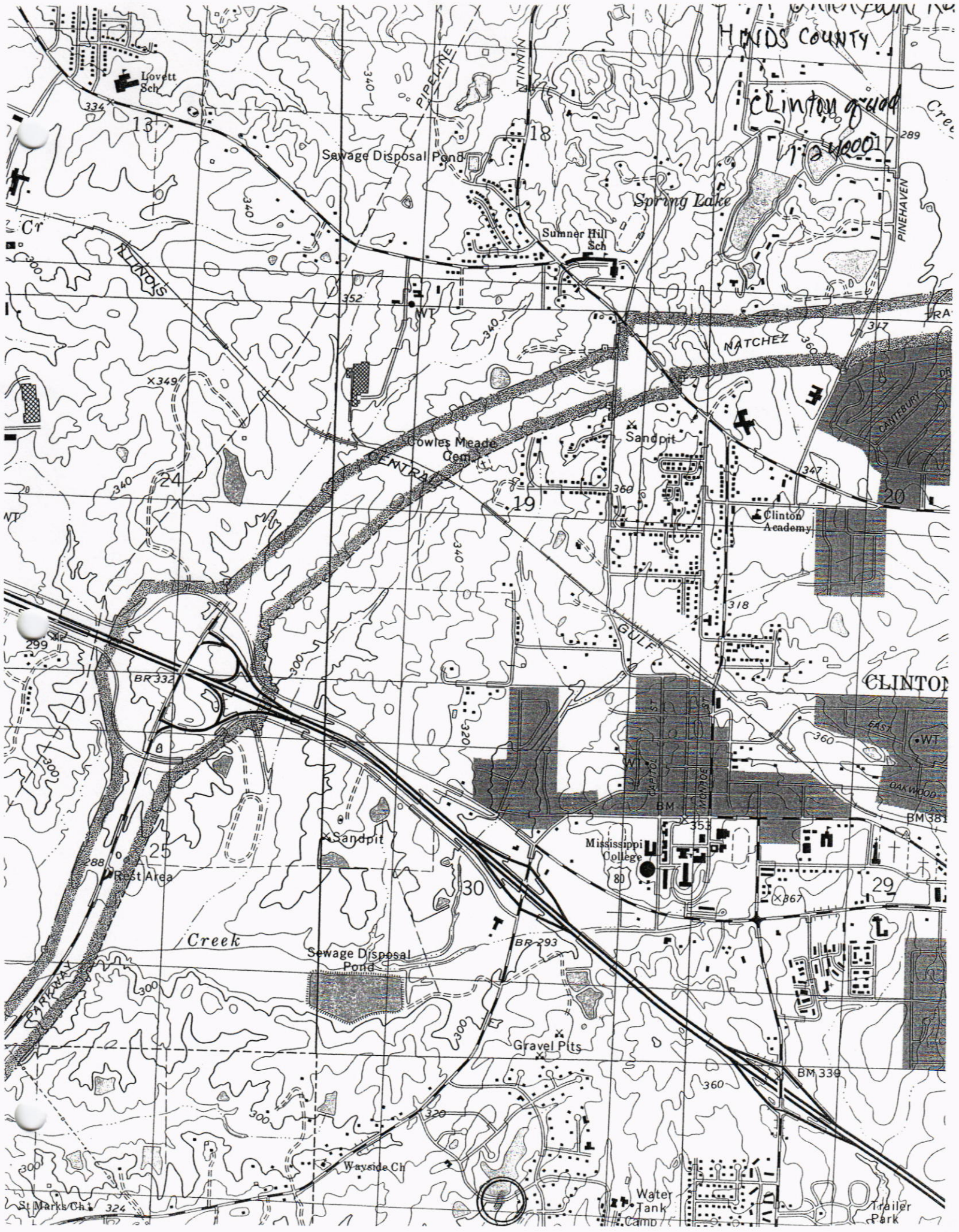
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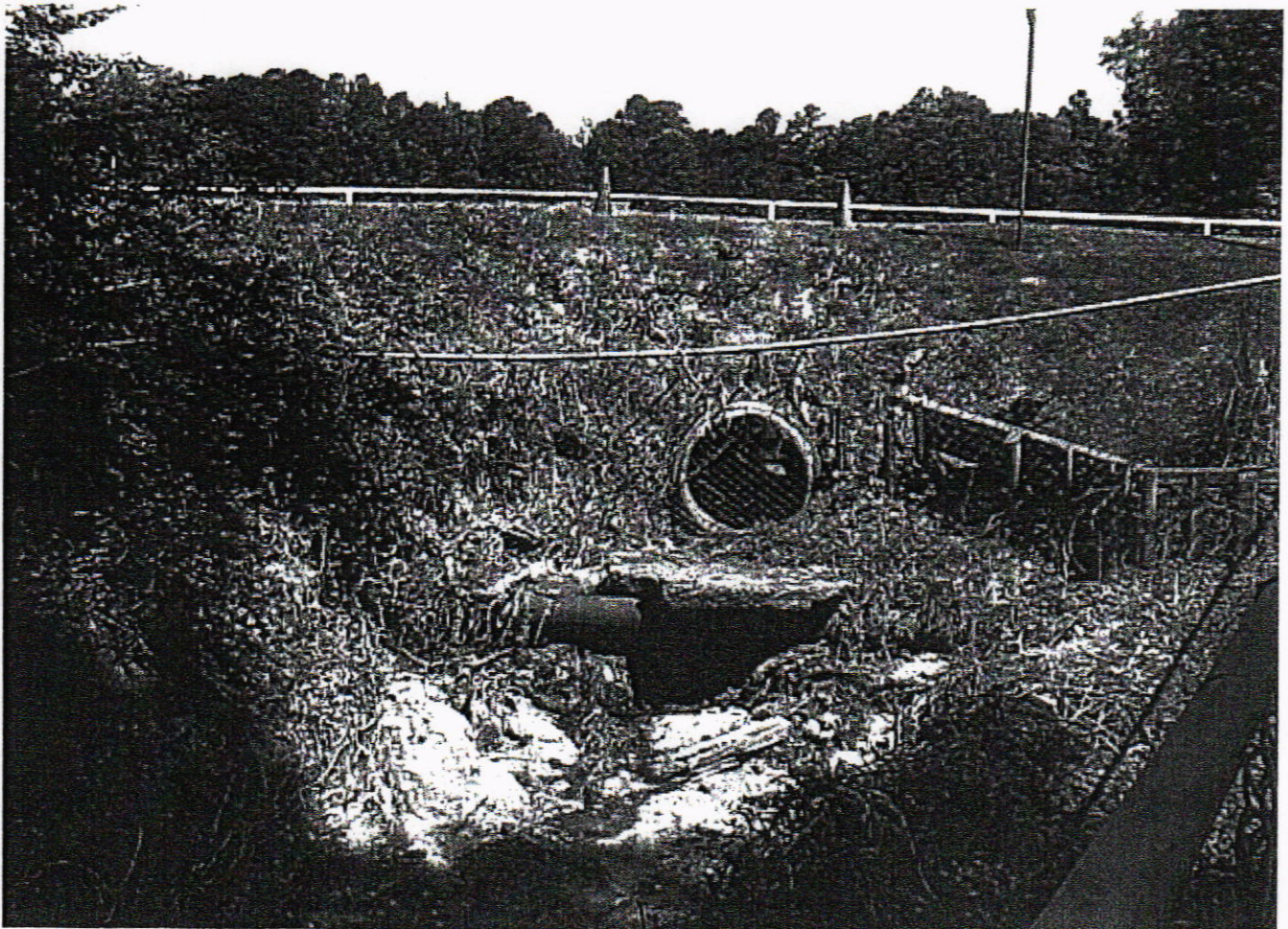
HINDS COUNTY

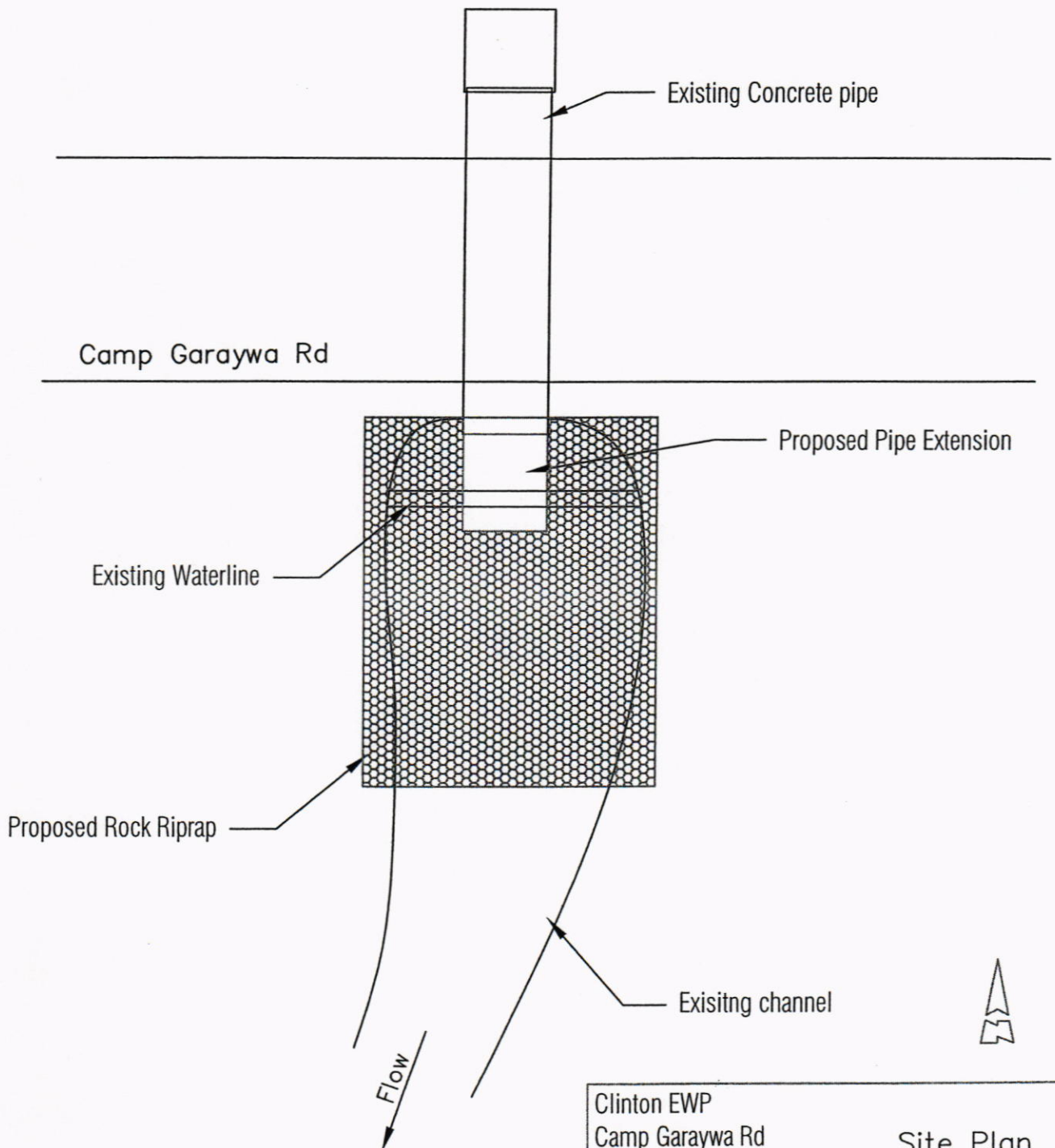


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HINDS COUNTY

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PLANNING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
TRANSVERSE MERCATOR PROJECTION







Clinton EWP
Camp Garaywa Rd
s31, t6n, r1w

Site Plan

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Designed _____	Date _____	Approved by _____
Drawn _____		Title _____
Traced _____		Date: _____
Checked _____		Title _____
		Sheet No. _____
		of _____
		Drawing No. _____