

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 6, 1996 - 7 P M
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, August 6, 1996, 7 P.M., at the Municipal Courtroom, 305 Monroe Street.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brabham followed by the Pledge of Allegiance to the Flag led by Alderman Todd.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-At-Large
George Ferrell - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Ben Todd - Alderman Ward 3
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6

City Attorney - Ken Dreher
City Clerk - Nelson Byrd

Absent - Phil Fisher - Alderman Ward 4

AGENDA CHANGES

Mayor Aultman stated that Item 9 (Approval of final plat - Brookside Gardens) would be removed from the agenda and that Item 15 - Appointment to Parks and Recreation Advisory Board by Alderman Brabham would be added to the agenda.

APPROVAL OF CONSENT AGENDA ITEMS A-Y:

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to approve Consent Agenda Items A-Y as listed on pages 1293-1294 of this Minute Book X, noting that Consent Agenda Items C and H will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in item U are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

PUBLIC HEARING - UNKEPT LOTS - 7:05 P.M.

AUTHORIZATION GIVEN TO PUBLIC WORKS TO PROCEED WITH CLEAN UP AT CHERRY PARK AND HWY 80 AT BROADWAY DRIVE

After noting that lot listed as 7A on the agenda had been cut satisfactorily, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to approve resolutions found on pages 1295-1300 of this Minute Book X to authorize the city to proceed with cleaning the parcels of property at Cherry Park Subdivision and Highway 80 at Broadway Drive to the acceptable standard by the city. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF REWARD OFFERED REGARDING CLINTON CEMETERY VANDALISM

As permitted under State Law 99-3-39 **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to offer a \$500.00 monetary reward for information leading to the apprehension of any person subsequently convicted for recent Clinton Cemetery vandalism. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CLINTON PUBLIC SCHOOL BUDGET FOR FY 96-97

Prior to discussion beginning on the 1996-1997 Clinton Public School Budget, Alderman Todd excused himself from the room at 7:12 p.m., to avoid a possible conflict of interest.

MOTION made by Alderman DePriest and **SECONDED** by Alderman Lott to approve the Clinton Public School Budget for fiscal year 1996-1997 as presented and found on pages 1301-1318 of this Minute Book X, noting that there is no anticipated tax millage increase to fund said budget. **MOTION CARRIED 5-0** with Alderman Todd not present for voting.

Following discussion, Alderman Todd returned to the Board Room.

APPROVAL OF RESOLUTION REQUESTING CRIME PREVENTION FUNDS

MOTION made by Alderman Todd and **SECONDED** by Alderman Ferrell for the approval of a resolution to request \$16,558.00 under the municipalities Crime Prevention Program - Senate bill 3087. **MOTION CARRIED UNANIMOUSLY** with fact sheets and forms found on pages 1319-1324 of this Minute Book X.

APPROVAL OF TANN, BROWN & RUSS CO. LTD. AS 1996-1997 AUDITORS

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Lott to approve Tann, Brown & Russ Co., LTD. as auditors for the City of Clinton for Fiscal Year 1996-1997. **MOTION CARRIED UNANIMOUSLY** Copy of letter from Auditors and Response by the City can be found on pages 1325-1331 of this Minute Book X.

APPROVAL OF AMENDED BUDGET FOR 1995-1996

MOTION made by Alderman Todd and **SECONDED** by Alderman Touchton to approve the amended budget for Fiscal Year 1995-1996 found on pages 1332-1334 of this Minute Book X. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF REVISED CONTRACT WITH NEEL-SCHAFER, INC. FOR NORTHSIDE DRIVE/PINEHAVEN ROAD IMPROVEMENTS

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to approve that revised contract with Neel-Schaffer, Inc. for Northside Drive/Pinehaven Road Improvements Project No. STP-7306(1) found on pages 1335-1351 of this Minute Book X. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF RODNEY BOUNDS FOR PARKS AND RECREATION ADVISORY BOARD

MOTION made by Alderman Brabham and **SECONDED** by Alderman Todd to appoint Rodney Bounds to serve on the City of Clinton Parks and Recreation Advisory board effective August 6, 1996 through June 30, 1999. **MOTION CARRIED UNANIMOUSLY**

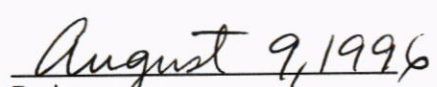
ADJOURNMENT - 7:18 P.M.

There being no further business to discuss, **MOTION** made by Alderman DePriest and **SECONDED** by Alderman Lott to Recess until August 20, 1996, 7 P.M. **MOTION CARRIED UNANIMOUSLY.**

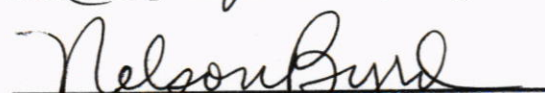
Copy of Agenda may be found on Pages 1293-1294 of this Minute Book X.

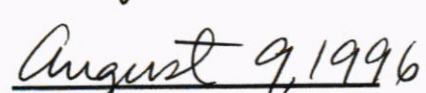
APPROVED:


Rosemary G. Aultman, Mayor


Date

ATTEST:


Nelson Byrd, City Clerk


Date

SEAL

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at CHERRY PARK SUBDIVISION PARCELS 2860-219220-MR. L.V. GHETTI, Clinton, Mississippi, and after full consideration of the matter, Alderman BRABHAM offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT CHERRY PARK SUBDIVISION, CLINTON, MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY §21-19-11, MISSISSIPPI CODE OF 1972, AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

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

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

WHEREAS, a public hearing was held at 7:00 p.m., 8-6-96, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, said public hearing was conducted; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property in its present condition and state of uncleanness constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under §21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

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

1. It is hereby adjudicated that the property located at CHERRY PARK
SUBDIVISION, Clinton, Mississippi, in its present condition constitutes a menace to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.
3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

Alderman LOTT seconded the motion to adopt the foregoing

and the roll call vote was as follows:

Alderman Jehu W. Brabham	voted: <u>Aye</u>
Alderman O. C. George Ferrell	voted: <u>Aye</u>
Alderman Rodney W. DePriest	voted: <u>Aye</u>
Alderman Ben L. Todd	voted: <u>Aye</u>
Alderman Phil Fisher	voted: <u>Absent</u>
Alderman Herb Touchton	voted: <u>Aye</u>
Alderman Sharbert K. Lott	voted: <u>Aye</u>

The motion having received the affirmative vote of the majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 6TH day of AUGUST, 1996.

THE MAYOR AND ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI

By: _____
MAYOR ROSEMARY AULTMAN

By: _____
ALDERMAN JEHU W. BRABHAM

By: _____
ALDERMAN O. C. GEORGE FERRELL

By: _____
ALDERMAN RODNEY W. DePRIEST

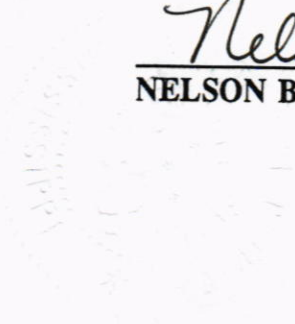
By: _____
ALDERMAN BEN L. TODD

By: _____
ALDERMAN PHIL FISHER

By: _____
ALDERMAN HERB TOUCHTON

By: _____
ALDERMAN SHARBERT K. LOTT

ATTEST:


Nelson Byrd
NELSON BYRD, CITY CLERK

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RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at HWY. 80 & Broadway Dr. S.L. OR RAKSHA SETHI, Clinton, Mississippi, and after full consideration of the matter, Alderman Brabham offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT HWY. 80 & BROADWAY DR., CLINTON, MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY §21-19-11, MISSISSIPPI CODE OF 1972, AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at HWY. 80 & BROADWAY DR., Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., 8-6-96, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, said public hearing was conducted; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property in its present condition and state of uncleanness constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under §21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

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

1. It is hereby adjudicated that the property located at HWY. 80 & BROADWAY DR., Clinton, Mississippi, in its present condition constitutes a menace to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.
3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

Alderman Lott seconded the motion to adopt the foregoing

and the roll call vote was as follows:

Alderman Jehu W. Brabham	voted: <u>Aye</u>
Alderman O. C. George Ferrell	voted: <u>Aye</u>
Alderman Rodney W. DePriest	voted: <u>Aye</u>
Alderman Ben L. Todd	voted: <u>Aye</u>
Alderman Phil Fisher	voted: <u>Absent</u>
Alderman Herb Touchton	voted: <u>Aye</u>
Alderman Sharbert K. Lott	voted: <u>Aye</u>

The motion having received the affirmative vote of the majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 6th day of August, 1996.

THE MAYOR AND ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI

By: _____
MAYOR ROSEMARY AULTMAN

By: _____
ALDERMAN JEHU W. BRABHAM

By: _____
ALDERMAN O. C. GEORGE FERRELL

By: _____
ALDERMAN RODNEY W. DePRIEST

By: _____
ALDERMAN BEN L. TODD

By: _____
ALDERMAN PHIL FISHER

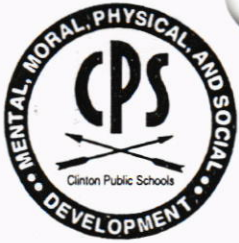
By: _____
ALDERMAN HERB TOUCHTON

By: _____
ALDERMAN SHARBERT K. LOTT

ATTEST:

Nelson Byrd
NELSON BYRD, CITY CLERK

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Clinton Public School District

P. O. Box 300
Clinton, Mississippi 39060

10.

July 9, 1996

Randy D. McCoy, Ed.D.
Superintendent of Schools

The Honorable Rosemary Aultman, Mayor
and Board of Aldermen
City of Clinton
P. O. Box 156
Clinton, MS 39060

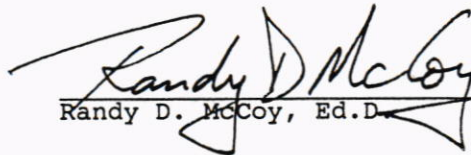
Dear Mayor Aultman and Aldermen:

Attached are the 1996-1997 budget for the Clinton Public School District, a Resolution, and a Certificate which certifies the action of the Board of Trustees on June 11, 1996, and July 9, 1996.

The Trustees of the Clinton Public School District have approved a 1996-1997 budget in the amount of \$27,661,934 for the Clinton Public School District and respectfully request the Mayor and Board of Aldermen for the City of Clinton to levy on all of the taxable property of the Clinton Public School District the necessary millage to avail \$6,189,960 including an estimated \$303,725 in homestead exemption reimbursement; \$120,000 for payments on a construction and debt consolidation loan executed pursuant to the provisions of Section 37-59-101, Et seq., Mississippi Code Annotated 1972, as amended; \$912,000 for payments on construction bonds executed pursuant to the provisions of Section 37-59-1 through 37-59-45, Et seq., Mississippi Code Annotated 1972, as amended; \$4,562,438 for the Maintenance Fund; and \$291,797 for the District's local contribution to the Minimum Education Program.

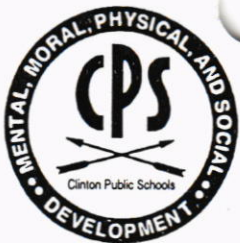
If you should have any questions concerning the financial condition of our district, please do not hesitate to call.

Sincerely,


Randy D. McCoy, Ed.D.


Kenneth Boone, President
Board of Trustees
Clinton Public School District

RDM/st
Attachments



Clinton Public School District

P. O. Box 300
Clinton, Mississippi 39060

July 9, 1996

Randy D. McCoy, Ed.D.
Superintendent of Schools

RESOLUTION

Having approved a 1996-1997 budget in the amount of \$27,661,934 for the Clinton Public School District at the June 11, 1996, meeting of the Board, the Board hereby authorizes and directs the President of the Board and/or the Superintendent of Schools to request the Mayor and Board of Aldermen of the City of Clinton, Mississippi, to levy on all of the taxable property of the Clinton Public School District the necessary millage to avail \$6,189,960 including an estimated \$303,725 in homestead exemption reimbursement; \$120,000 for payments on a construction and debt consolidation loan executed pursuant to the provisions of Section 37-59-101, Et seq., Mississippi Code Annotated 1972, as amended; \$912,000 for payments on construction bonds executed pursuant to the provisions of Section 37-59-1 through 37-59-45, Et seq., Mississippi Code Annotated 1972, as amended; \$4,562,438, for the Maintenance Fund, and \$291,797 for the District's local contribution to the Minimum Education Program and to file such budgetary information as the State Department of Education may require.

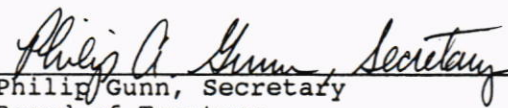
Voting for the motion:

Voting against the motion:

CERTIFICATE

I, Philip Gunn, Secretary of the Board of Trustees of the Clinton Public School District, do hereby certify that the foregoing constitutes a true and correct copy of a Resolution adopted by said Board on July 9, 1996.

Witness my signature this the 9th day of July, 1996.


Philip Gunn, Secretary
Board of Trustees
Clinton Public School District

CLINTON PUBLIC SCHOOL DISTRICT

SCHOOL DISTRICT BUDGET

FY 97

**CLINTON PUBLIC SCHOOL DISTRICT
COMBINED BUDGET
1997 Fiscal Year**

	General	Special Revenue	Capital Projects	Debt Service	Trust & Agency	Total
REVENUE						
1000 Local sources	5,398,406	572,330		1,034,000	177,500	7,182,236
2000 Intermediate sources						0
3000 State sources	11,119,607	935,813	79,200		3,400	12,138,020
4000 Federal sources		1,510,970				1,510,970
5000 Sixteenth section sources					61,000	61,000
6000 Other financing sources	1,712,324	626,023		166,000	7,550	2,511,897
Total Revenue	18,230,337	3,645,136	79,200	1,200,000	249,450	23,404,123
Fund Equity, July 1, 1996	2,850,239	376,492	560,800	194,500	275,780	4,257,811
Total	21,080,576	4,021,628	640,000	1,394,500	525,230	27,661,934
EXPENDITURES						
1000 Instruction	10,576,777	1,810,769			119,400	12,506,946
2000 Support services:						
2100 Students	715,275	75,944			20,600	811,819
2200 Instructional staff	409,056	111,989			8,000	529,045
2300 General administration	310,803	255,321				566,124
2400 School administration	1,169,659	117,640			1,800	1,289,099
2500 Business	208,588				600	209,188
2600 Oper. & maint. of plant	1,671,046	4,500			4,500	1,680,046
2700 Transportation	826,651	149,789			1,000	977,440
2800 Central	673,724	198,720				872,444
3000 Noninstructional services	163,500	889,673			31,000	1,084,173
4000 Sixteenth section					29,000	29,000
5000 Facilities acq. & const.			640,000			640,000
6000 Debt service				1,163,500		1,163,500
7000 Other financing uses	2,227,269	244,128			40,500	2,511,897
Total Expenditures	18,952,348	3,858,473	640,000	1,163,500	256,400	24,870,721
Fund Equity June 30, 1997	2,128,228	163,155	0	231,000	268,830	2,791,213
Total	21,080,576	4,021,628	640,000	1,394,500	525,230	27,661,934

CLINTON PUBLIC SCHOOL DISTRICT
Combining Budget: GENERAL
1997 Fiscal Year

	1120 MAINT.	1130 SPED LOC/ST.	1151 GEN. ACT.	1901 ATH.	1902 BAND	1903 BAND UNIF.	1904 CHORAL MUSIC	1905 16 SEC INCOME	TOTAL
REVENUE									
1000 Local sources	4,916,235		380,021	77,000	6,500	150	17,000	1,500	5,398,406
2000 Intermediate sources									0
3000 State sources	11,119,607								11,119,607
4000 Federal sources									0
5000 Sixteenth section sources									0
6000 Other financing sources	108,128	1,171,911	5,000		17,300	4,000	11,500	394,485	1,712,324
Total Revenue	16,143,970	1,171,911	385,021	77,000	23,800	4,150	28,500	395,985	18,230,337
Fund Equity, July 1, 1995	2,484,552		207,892	47,295	1,000	1,000	7,000	101,500	2,850,239
Total	18,628,522	1,171,911	592,913	124,295	24,800	5,150	35,500	497,485	21,080,576
EXPENDITURES									
1000 Instruction	9,226,164	938,231	169,750	77,050	20,100		24,581	120,901	10,576,777
2000 Support services:									
2100 Students	447,595	233,680	30,500					3,500	715,275
2200 Instructional staff	389,634		9,100				1,000	9,322	409,056
2300 General administration	293,303							17,500	310,803
2400 School administration	1,134,520		2,150					32,989	1,169,659
2500 Business	178,288		300					30,000	208,588
2600 Oper. & maint. of plant	1,568,113		6,150					96,783	1,671,046
2700 Transportation	663,601						3,050	160,000	826,651
2800 Central	673,724								673,724
3000 Noninstructional services	1,500		162,000						163,500
4000 Sixteenth section									0
5000 Facilities acq. & const.									0
6000 Debt service									0
7000 Other financing uses	2,193,269		30,000		4,000				2,227,269
Total Expenditures	16,769,711	1,171,911	409,950	77,050	24,100	0	28,631	470,995	18,952,348
Fund Equity June 30, 1996	1,858,811	0	182,963	47,245	700	5,150	6,869	26,490	2,128,228
Total	18,628,522	1,171,911	592,913	124,295	24,800	5,150	35,500	497,485	21,080,576

(CB97-#2)

CLINTON PUBLIC SCHOOL DISTRICT
COMBINING BUDGET SPECIAL REVENUE

1997 Fiscal Year

		2070 TECH. IN CLASSROOM	2110 FOOD SERVICE	2216 TITLE I CO 96	2217 TITLE I '97	2317 TITLE VI '97	2410 EEF BL/BUS	TOTAL
REVENUE								
1000	Local sources		572,330					572,330
2000	Intermediate sources							0
3000	State sources		10,000				167,720	177,720
4000	Federal sources		572,080	120,000	480,769	28,000		1,200,849
5000	Sixteenth section sources							0
6000	Other financing sources							0
	Total Revenue	0	1,154,410	120,000	480,769	28,000	167,720	1,950,899
	Fund Equity, July 1, 1996	283,530	15,000				15,028	313,558
	Total	283,530	1,169,410	120,000	480,769	28,000	182,748	2,264,457
EXPENDITURES								
1000	Instruction	109,000		118,867	293,261	24,000		545,128
2000	Support services:							
2100	Students				15,000			15,000
2200	Instructional staff				70,745	2,877		73,622
2300	General administration	20,000	80,935		64,687			165,622
2400	School administration	30,000	150					30,150
2500	Business							0
2600	Oper. & maint. of plant		2,500		2,000			4,500
2700	Transportation							0
2800	Central	124,530	74,190					198,720
3000	Noninstructional services		877,673		12,000			889,673
4000	Sixteenth section							0
5000	Facilities acq. & const.							0
6000	Debt service							0
7000	Other financing uses		38,790	1,133	23,076	1,123	166,000	230,122
	Total Expenditures	283,530	1,074,238	120,000	480,769	28,000	166,000	2,152,537
	Fund Equity June 30, 1997	0	95,172	0		0	16,748	111,920
	Total	283,530	1,169,410	120,000	480,769	28,000	182,748	2,264,457

CLINTON PUI CLINTON PUBLIC SCHOOL DISTRICT
COMBINING BUI SPECIAL REVENUE
1997 FISCAL YEAR

(CB97#3)

	2420 EEF/ST TEXTBOOK	2430 EEF TRANS. OP	2440 EEF INST SUPPLY	2517 TITLE II E/HOWER	2617 EHA PL '97	TOTAL
REVENUE						
1000 Local sources						0
2000 Intermediate sources						0
3000 State sources	196,134	99,445	149,750			445,329
4000 Federal sources				24,000	174,070	198,070
5000 Sixteenth section sources						0
6000 Other financing sources					11,247	11,247
Total Revenue	196,134	99,445	149,750	24,000	185,317	654,646
Fund Equity, July 1, 1996	27,918	10,000	23,316			61,234
Total	224,052	109,445	173,066	24,000	185,317	715,880
EXPENDITURES						
1000 Instruction	196,134		149,749		38,711	384,594
2000 Support services:						
2100 Students					19,521	19,521
2200 Instructional staff				22,652		22,652
2300 General administration					81,300	81,300
2400 School administration						0
2500 Business						0
2600 Oper. & maint. of plant						0
2700 Transportation		109,445			36,344	145,789
2800 Central						0
3000 Noninstructional services						0
4000 Sixteenth section						0
5000 Facilities acq. & const.						0
6000 Debt service						0
7000 Other financing uses				1,348	9,441	10,789
Total Expenditures	196,134	109,445	149,749	24,000	185,317	664,645
Fund Equity June 30, 1997	27,918	0	23,317	0	0	51,235
Total	224,052	109,445	173,066	24,000	185,317	715,880

CLINTON PUBLIC SCHOOL DISTRICT
Combining Budget SPECIAL REVENUE
1997 FISCAL YEAR

(CB97#4)		2626	2627	2711	2714	2816	2817	TOTAL
		PRESCH	PRESCH	VOC	TECH	DRUG	DRUG	
		INCENT	INCENT	LO/ST/FED	PREP	FREE SCH	FREE SCH	
REVENUE		-----	-----	-----	-----	-----	-----	-----
1000	Local sources							0
2000	Intermediate sources							0
3000	State sources			189,098	104,310			293,408
4000	Federal sources	6,000	18,990	31,301		6,161	24,645	87,097
5000	Sixteenth section sources							0
6000	Other financing sources			376,915	237,861			614,776
	Total Revenue	6,000	18,990	597,314	342,171	6,161	24,645	995,281
Fund Equity, July 1, 1996		-----	-----	-----	-----	-----	-----	-----
	Total	6,000	18,990	597,314	342,171	6,161	24,645	995,281
EXPENDITURES								
1000	Instruction	5,643	8,953	471,070	342,171		8,100	835,937
2000	Support services:							0
2100	Students		758	38,904			1,761	41,423
2200	Instructional staff					5,815	9,400	15,215
2300	General administration		8,149					8,149
2400	School administration			87,340				87,340
2500	Business							0
2600	Oper. & maint. of plant							0
2700	Transportation						4,000	4,000
2800	Central							0
3000	Noninstructional services							0
4000	Sixteenth section							0
5000	Facilities acq. & const.							0
6000	Debt service							0
7000	Other financing uses	357	1,130			346	1,384	3,217
	Total Expenditures	6,000	18,990	597,314	342,171	6,161	24,645	995,281
Fund Equity June 30, 1997		0	0	0	0	0	0	0
	Total	6,000	18,990	597,314	342,171	6,161	24,645	995,281
		0	0	0	0	0	0	0

CLINTON PUBLIC SCHOOL DISTRICT
Combining Budget
1997 Fiscal Year

SPECIAL REVENUE

(CB97#5)

	2901 EXT SCH TERM	2902 LOVETT MATH/SCI	2903 VOC-ADULT BASIC ED	2906 SUMMER F. LANGUAGE	2907 TECH PLAN	TOTAL	TOTAL ALI SPEC REV
REVENUE							
1000 Local sources						0	572,330
2000 Intermediate sources						0	0
3000 State sources	18,456				900	19,356	935,813
4000 Federal sources			17,886	7,068		24,954	1,510,970
5000 Sixteenth section sources						0	0
6000 Other financing sources						0	626,023
Total Revenue	18,456	0	17,886	7,068	900	44,310	3,645,136
Fund Equity July 1, 1996		1,700				1,700	376,492
Total	18,456	1,700	17,886	7,068	900	46,010	4,021,628
EXPENDITURES							
1000 Instruction	18,456	1,200	17,886	7,068	500	45,110	1,810,769
2000 Support services:							
2100 Students						0	75,944
2200 Instructional staff		500				500	111,989
2300 General administration					250	250	255,321
2400 School administration					150	150	117,640
2500 Business						0	0
2600 Oper. & maint. of plant						0	4,500
2700 Transportation						0	149,789
2800 Central						0	198,720
3000 Noninstructional services						0	889,673
4000 Sixteenth section						0	0
5000 Facilities acq. & const.						0	0
6000 Debt service						0	0
7000 Other financing uses						0	244,128
Total Expenditures	18,456	1,700	17,886	7,068	900	46,010	3,858,473
Fund Equity June 30, 1997	0	0	0	0	0	0	163,155
Total	18,456	1,700	17,886	7,068	900	46,010	4,021,628
	0	0	0	0	0	0	0

CLINTON PUBLIC SCHOOL DISTRICT
Combining Budget: CAPITAL PROJECTS
1997 Fiscal Year

(CB97#6)

		3012		3022		TOTAL	
		PUB SCH.		BLDG PROJ		CAP. PROJ	
		BLDG-94		94-BOND			
REVENUE							
1000	Local sources						0
2000	Intermediate sources						0
3000	State sources	79,200					79,200
4000	Federal sources						0
5000	Sixteenth section sources						0
6000	Other financing sources						0
Total Revenue		0	79,200	0	0	0	79,200
Fund Equity, July 1, 1996			10,800		550,000		560,800
Total		0	90,000	0	550,000	0	640,000
EXPENDITURES							
1000	Instruction						0
2000	Support services:						
2100	Students						0
2200	Instructional staff						0
2300	General administration						0
2400	School administration						0
2500	Business						0
2600	Oper. & maint. of plant						0
2700	Transportation						0
2800	Central						0
3000	Noninstructional services						0
4000	Sixteenth section						0
5000	Facilities acq. & const.	90,000		550,000			640,000
6000	Debt service						0
7000	Other financing uses						0
Total Expenditures		0	90,000	0	550,000	0	640,000
Fund Equity June 30, 1997		0	0	0	0	0	0
Total		0	90,000	0	550,000	0	640,000
		0	0	0	0	0	0

CLINTON PUBLIC SCHOOL DISTRICT
Combining Budget: DEBT SERVICE
1997 Fiscal Year

(CB97#7)

		4021		4031		TOTAL
		DEBT SERV.		DEBT SERV.		DEBT SERV.
		1988 CONSOL		BOND 94		
REVENUE						
1000	Local sources	122,000		912,000		1,034,000
2000	Intermediate sources					0
3000	State sources					0
4000	Federal sources					0
5000	Sixteenth section sources					0
6000	Other financing sources			166,000		166,000
	Total Revenue	0	122,000	0	1,078,000	0
	Fund Equity, July 1, 1996		154,500		40,000	
	Total	0	276,500	0	1,118,000	0
EXPENDITURES						
1000	Instruction					0
2000	Support services:					
2100	Students					0
2200	Instructional staff					0
2300	General administration					0
2400	School administration					0
2500	Business					0
2600	Oper. & maint. of plant					0
2700	Transportation					0
2800	Central					0
3000	Noninstructional services					0
4000	Sixteenth section					0
5000	Facilities acq. & const.					0
6000	Debt service	133,500		1,030,000		1,163,500
7000	Other financing uses					0
	Total Expenditures	0	133,500	0	1,030,000	0
	Fund Equity June 30, 1997	0	143,000	0	88,000	0
	Total	0	276,500	0	1,118,000	0
		0	0	0	0	0

CLINTON PUBLIC SCHOOL DISTRICT
Combining Budget: TRUST AND AGENCY
1997 Fiscal year

(CB97#8)

		7120 UNEMP. COMP REV	7130 FORESTRY ESCROW	7141 16th SEC INTEREST	7211 16th SEC PRINC.	7321 ACTIVITY	TOTAL
REVENUE							
1000	Local sources	1,800	200			175,500	177,500
2000	Intermediate sources						0
3000	State sources		3,400				3,400
4000	Federal sources						0
5000	Sixteenth section sources			57,500	3,500		61,000
6000	Other financing sources	4,050		3,500			7,550
	Total Revenue	5,850	3,600	61,000	3,500	175,500	249,450
	Fund Equity, July 1, 1996	74,569	9,350	20,147	101,556	70,158	275,780
	Total	80,419	12,950	81,147	105,056	245,658	525,230
EXPENDITURES							
1000	Instruction	8,600				110,800	119,400
2000	Support services:						
2100	Students					20,600	20,600
2200	Instructional staff					8,000	8,000
2300	General administration						0
2400	School administration					1,800	1,800
2500	Business					600	600
2600	Oper. & maint. of plant	1,800				2,700	4,500
2700	Transportation	1,000					1,000
2800	Central						0
3000	Noninstructional services					31,000	31,000
4000	Sixteenth section		5,500	23,500			29,000
5000	Facilities acq. & const.						0
6000	Debt service						0
7000	Other financing uses			37,000	3,500		40,500
	Total Expenditures	11,400	5,500	60,500	3,500	175,500	256,400
	Fund Equity June 30, 1997	69,019	7,450	20,647	101,556	70,158	268,830
	Total	80,419	12,950	81,147	105,056	245,658	525,230
		0	0	0	0	0	0

CLINTON PUBLIC SCHOOL DISTRICT

Summary of 1996/97 Budgeted Expenditures

BY FUNCTION

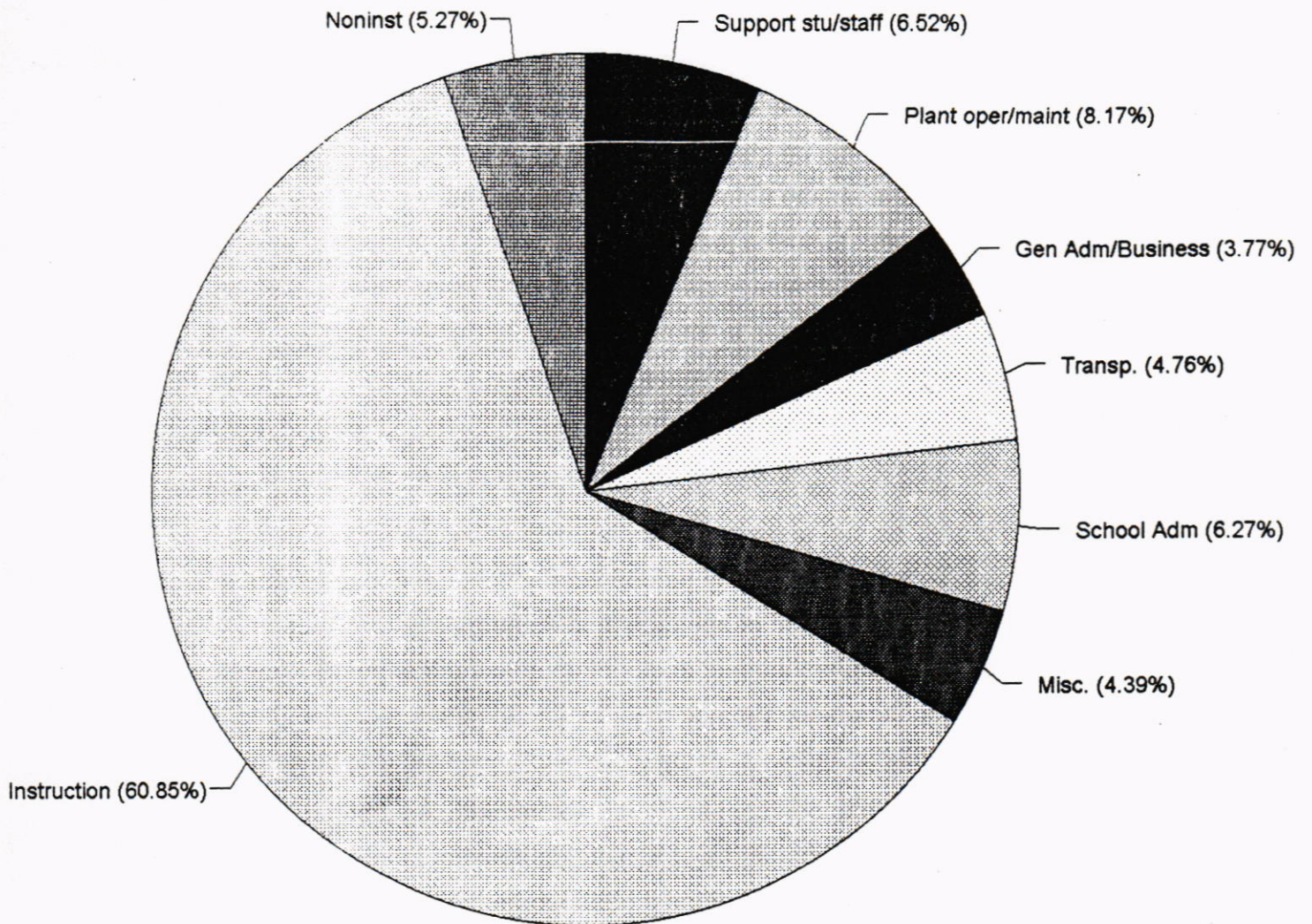
	Total Budget	% Total Budget	Total Excl. Cap. Proj. & Debt Service	% Of Total Excl. Cap. Proj. & Debt Service
Instruction	\$12,506,946	55.9%	\$12,506,946	60.8%
Support services:				
Students	811,819	3.6%	\$811,819	3.9%
Instructional staff	529,045	2.4%	\$529,045	2.6%
General administration	566,124	2.5%	\$566,124	2.8%
School administration	1,289,099	5.8%	\$1,289,099	6.3%
Business	209,188	0.9%	\$209,188	1.0%
Oper. & maint. of plant	1,680,046	7.5%	\$1,680,046	8.2%
Transportation	977,440	4.4%	\$977,440	4.8%
Central	872,444	3.9%	\$872,444	4.2%
Noninstructional services	1,084,173	4.8%	\$1,084,173	5.3%
Sixteenth section	29,000	0.1%	\$29,000	0.1%
Facilities acq. & const.	640,000	2.9%	\$0	0.0%
Debt service	1,163,500	5.2%	\$0	0.0%
Expenditures Excl. Transfer	\$22,358,824	100.0%	\$20,555,324	100.0%
Transfer	2,511,897		\$2,511,897	
TOTAL EXPENDITURES	24,870,721		23,067,221	

C P S D

BUDGETED EXPENDITURES

1996/97

BY FUNCTION



TOTAL \$20,555,324

CLINTON PUBLIC SCHOOL DISTRICT

SUMMARY OF 1996/97 BUDGETED EXPENDITURES

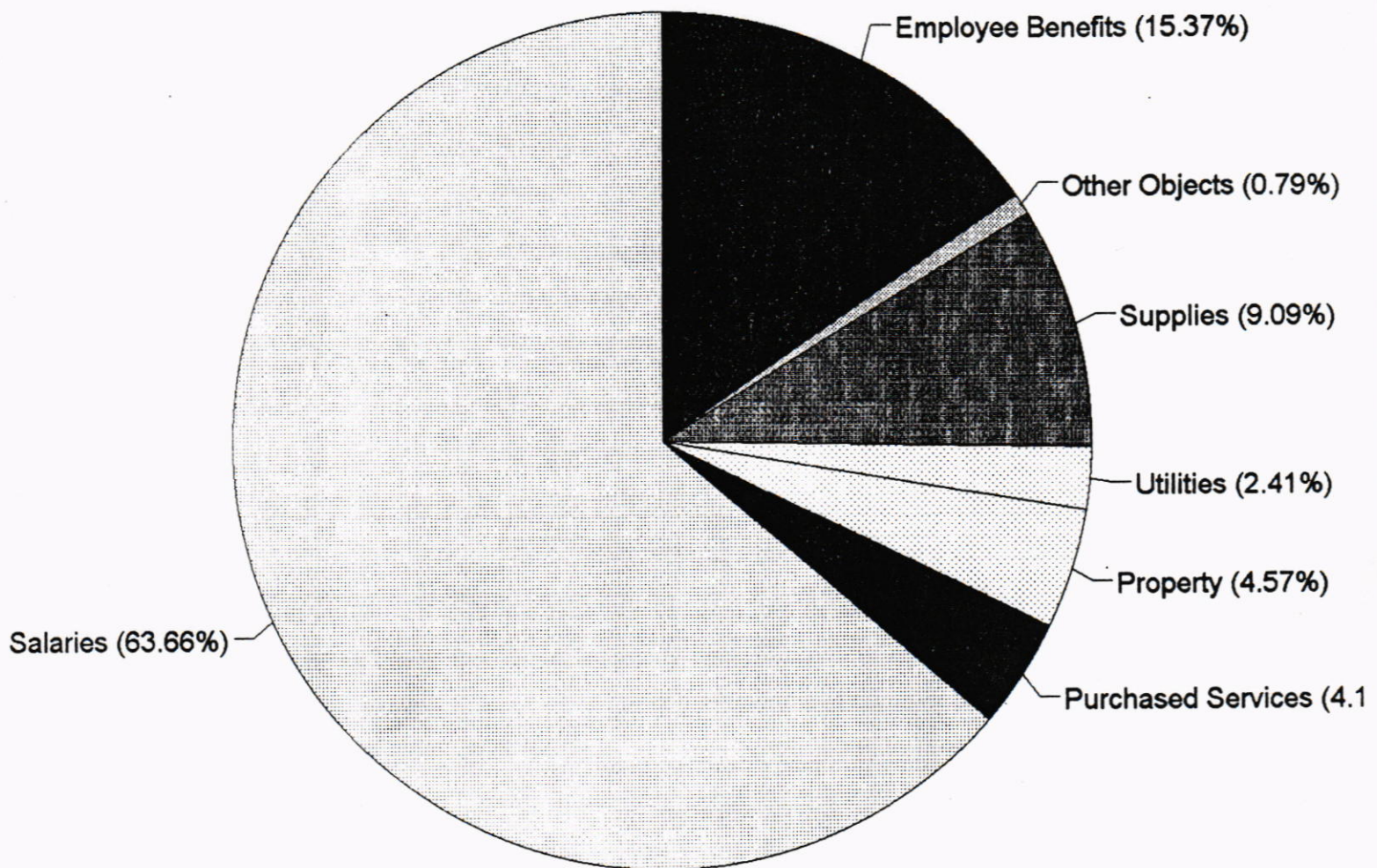
BY OBJECT

	Total Budget	% Total Budget	Total Excl. Cap. Proj & Debt Service	% of Total Excl. Cap. Proj & Debt Service
	-----	-----	-----	-----
SALARIES	\$12,968,066	58.0%	\$12,968,066	63.1%
SUBSTITUTE TEACHERS	117,300	0.5%	\$117,300	0.6%
EMPLOYEE BENEFITS	3,158,760	14.1%	\$3,158,760	15.4%
PROFESSIONAL SERVICES	244,896	1.1%	\$244,896	1.2%
PURCH. PROPERTY SERVICES	894,708	4.0%	\$254,708	1.2%
OTHER PURCHASED SERVICES	346,845	1.6%	\$346,845	1.7%
UTILITIES	494,600	2.2%	\$494,600	2.4%
SUPPLIES	1,868,484	8.4%	\$1,868,484	9.1%
PROPERTY	939,590	4.2%	\$939,590	4.6%
OTHER OBJECTS	1,325,575	5.9%	\$162,075	0.8%
	-----	-----	-----	-----
Expenditures Excl. Transfer	\$22,358,824	100.0%	\$20,555,324	100.0%
TRANSFER	\$2,511,897		\$2,511,897	11.8%
	-----		-----	
TOTAL EXPENDITURES	\$24,870,721		\$23,067,221	

C P S D
BUDGETED EXPENDITURES

1996/97

BY OBJECT



TOTAL \$20,555,324

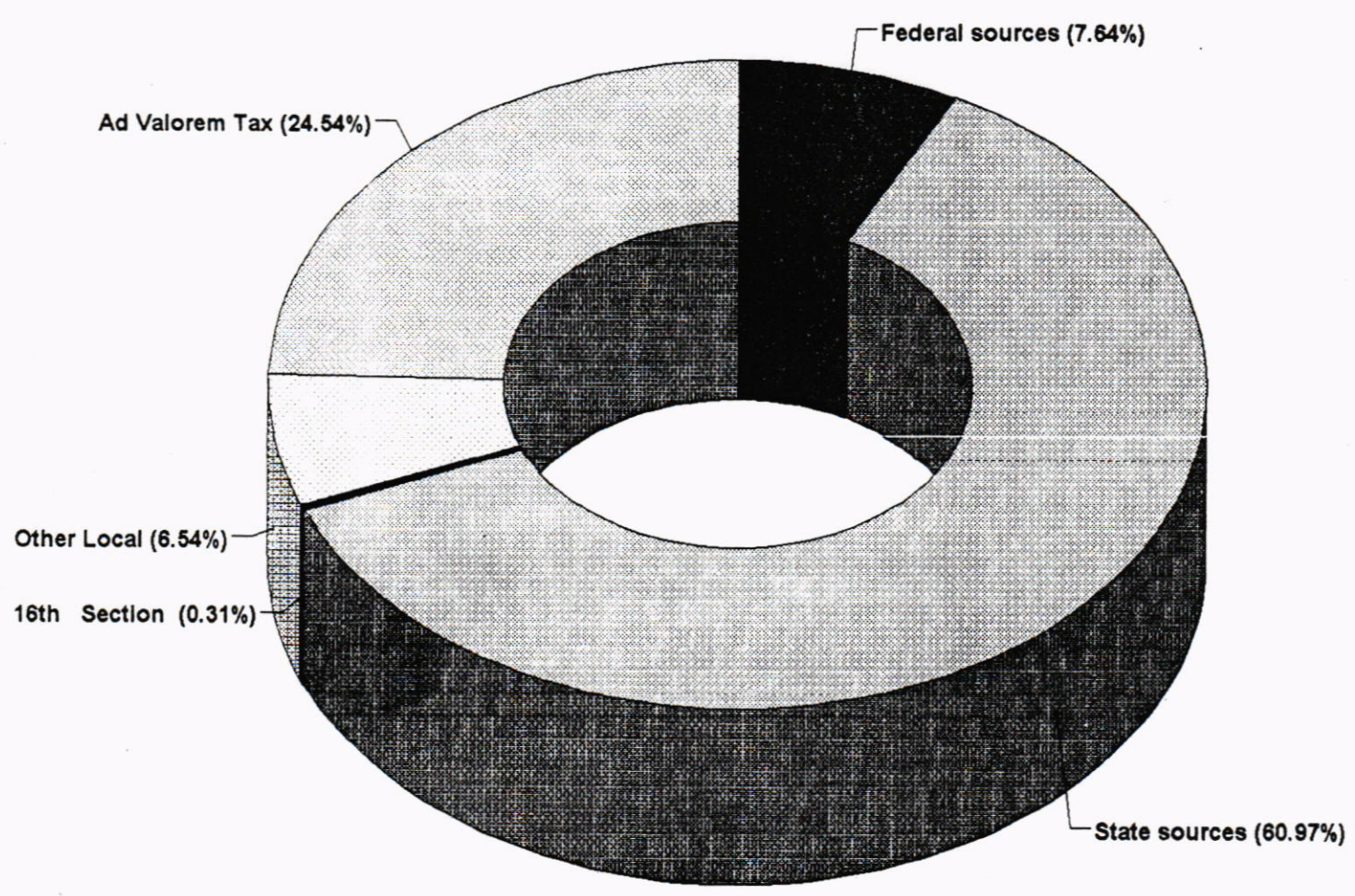
CLINTON PUBLIC SCHOOL DISTRICT
SUMMARY OF 1996/97 BUDGETED REVENUE

	Total Budget	% Total Budget	Total Excl. Cap. Proj. & Debt Service	% Of Total Excl. Cap. Proj. & Debt Service
Ad Valorem Tax	\$5,886,235	28.2%	\$4,854,235	24.5%
Other Local	1,296,001	6.2%	1,294,001	6.5%
State sources	12,138,020	58.1%	12,058,820	61.0%
Federal sources	1,510,970	7.2%	1,510,970	7.6%
Sixteenth section sources	61,000	0.3%	61,000	0.3%
Revenue Excl. Transfer	\$20,892,226	100.0%	\$19,779,026	100.0%
Transfer	2,511,897		2,345,897	
Total Revenue	\$23,404,123		\$22,124,923	

C P S D BUDGETED REVENUE

1996/97

TOTAL \$19,779,026





KIRK FORDICE
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

JIM INGRAM
COMMISSIONER

DONALD O'CAIN
EXECUTIVE DIRECTOR

July 16, 1996

Honorable Rosemary Aultman
Mayor, City of Clinton
Post Office Box 156
Clinton, MS 39060

Dear Mayor Aultman:

The 1996 Session of the Mississippi Legislature passed, and the Governor signed, Senate Bill 3087. One of the programs authorized by this legislation is the Municipalities Crime Prevention Program (MCPPE). The MCPPE provision of Senate Bill 3087 authorizes \$1,000,000 in FY 1996-1997 General Funds to be distributed by the Department of Public Safety, on a per capita basis, to municipalities within the state for crime prevention purposes. As provided for in Senate Bill 3087, population figures for determining the per capita amount and the amount to be distributed to each municipality were taken from the most recent federal decennial census, which was the 1990 Census. Your city's allocation under the MCPPE is \$16,558.00. Please note that this is a one time grant and the funds must be obligated by June 30, 1997.

Attached for your information and use are: (1) a fact sheet on the program; (2) a Funds Request Form; (3) Funds Request Requirements; (4) Budget Summary and Budget Narrative Forms; and (5) a Certified Assurances Form. To receive the funds allocated to your city, please complete and submit the following: (1) a signed Funds Request Form; (2) Budget Summary and Budget Narrative Forms; (3) an approved resolution of the City Council or Board of Aldermen; and (4) a signed Certified Assurances Form. An original and four (4) copies of these forms should be submitted by October 31, 1996. **Please do not send FAX copies!** Submit forms to: Municipalities Crime Prevention Program, Office of Justice Programs, Division of Public Safety Planning, P.O. Box 23039, Jackson, MS 39225-3039.

If you have questions or need additional information, please contact Steven Njemanze at 359-7880.

Sincerely,

Donald O'Cain
Executive Director
Public Safety Planning

DO:HT:djm
Attachments

401 NORTH WEST ST., JACKSON, MS 39201
P. O. BOX 23039, JACKSON, MS 39225-3039
PHONE: 601-359-7880 - FAX: 601-359-7832

Fact Sheet

FY 1997 MUNICIPALITIES CRIME PREVENTION PROGRAM

Administered By: Office of Justice Programs/Division of Public Safety Planning/
Department of Public Safety

Address: P.O. Box 23039
Jackson, MS 39225-3039

Contact Person: Steven Njemanze

Telephone: (601) 359-7880

Amount Available: \$1,000,000 in General Funds enacted by Senate Bill 3087 during the
1996 Legislative Session

When Available: July 1, 1996

Length of Availability: One year

Who Is Eligible: Incorporated municipalities

How Distributed: On a per capita basis. Population to be derived from the most recent
decennial Census.

Amount Per Capita: \$.75789

Total population of incorporated municipalities: 1,319,449

How can funds be used? The funds may be used for, but not limited to the following purposes:

- (a) Law enforcement;
- (b) Equipment, technology, supplies, contractual services, including training and related travel, and commodities.
- (c) State or federal crime prevention matching requirements; and
- (d) Any crime prevention programs implemented by more than one (1) jurisdiction, which may include the state of Mississippi and any of its agencies, departments or political subdivisions, through the use of interlocal cooperation agreements.

Funds Request Form

FY 1997 MUNICIPALITIES CRIME PREVENTION PROGRAM

Name and Address of Incorporated Municipality: City of Clinton
P. O. Box 156
Clinton, MS 39056

County: Hinds

Name and Telephone number of contact person: Chief Don Byington
601-924-5252

Amount of funds requested: \$16,558.00

Describe the purpose(s) for which funds will be used: Purchase 1996 Ford Crown Victoria Police Sedan (State Contract # 070-51-3592-0) Vehicle will replace high mileage marked police patrol unit.

Describe the projected impact these funds will have in controlling or reducing crime in your area: Continue providing high visibility patrols in high crime areas, and crime prevention through traffic enforcement.

Rosemary J. Aultman August 9, 1996
Signature of Mayor Date

Approved:

Division of Public Safety Planning

Date



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

BUDGET SUMMARY

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY
		APPROVED BUDGET
A. PERSONNEL:		
1. Salaries And Wages		
2. Social Security Match		
3. Retirement Match		
4. Other		
TOTAL PERSONNEL		
B. EQUIPMENT:		
TOTAL EQUIPMENT	16,558.00	
C. CONSTRUCTION:		
1. New		
2. Renovation		
3. Other		
TOTAL CONSTRUCTION		
D. TRAVEL:		
1. Mileage		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSES:		
1. Supplies		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATING EXPENSES		
F. CONTRACTUAL SERVICES:		
1. Contracts With Individuals		
2. Contracts With Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS:		
1. Tuitions		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		

H. TOTAL PROJECT BUDGET		
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SUMMARY FUNDING DATA

	Federal	%	State/Local	%	Total	%
REQUESTED BUDGET			16,558.00			
APPROVED BUDGET						

Budget Prepared By Chief Don Byington 305 Monroe Street Clinton Police Dept.
Clinton, MS 39056 (NAME, ADDRESS, PHONE NUMBER) 601-924-5252

Funds Request Requirements

FY 1997 MUNICIPALITIES CRIME PREVENTION PROGRAM

1. An assurance that the municipality will follow State of Mississippi procurement regulations in the procurement of all equipment, goods or services with funds under this program.
2. An assurance that any and all equipment purchased under this program will be maintained on the municipality's inventory and available for inspection by the State Auditor's Office.
3. An assurance that program funds will be maintained in a separate fund and not commingled with any existing funds. These program funds shall be budgeted and expended separately from all existing funds as outlined by the Municipal Audit and Accounting Guide prescribed by the State Auditor's Office.
4. A request by the mayor of the municipality on the municipality's official letterhead for funds under this program.
5. A resolution from the municipality's Board of Alderman or City Council approving the municipality's request for funds under this program.
6. Completed Budget Summary Form to support the request for funds.

End of 11

Certified Assurances

Municipalities Crime Prevention Program

The applicant/subgrantee hereby assures and certifies that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the applicant and to provide such additional information as may be required;
2. It will give the Department of Public Safety or its duly designated representative and the State Auditor's Office, access to, at all reasonable times, and the right to examine, monitor, audit, copy, remove or otherwise, all records, books, papers, documents, or items of a similar nature related to the grant;
3. It will maintain grant funds in a separate fund and that grant funds will not be commingled with any existing funds. It will budget and expend these funds separately from all existing funds as outlined by the Municipal Audit and Accounting Guide Prescribed by the State Auditor's Office;
4. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Department of Public Safety to assure the proper expenditure and disbursement of all funds, and for property management and execution, and that it will keep and maintain such books and records until audited by the Department of Public Safety, the State Auditor or either's duly authorized representative. Records must be maintained for a period of at least three years. These records include, but are not limited to:

Financial report covering expenditures of the grant;
Internal and external audit reports;
Approved budget and subsequent modifications;
Contracts, leases, employment agreements, and purchase invoices;
Indirect costs allocation plans;
All invoices, billing requests for cash, and reporting worksheets;
General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
All personnel records of individuals paid with grant funds, including time sheets, wage authorizations, tax withholding forms, and other relevant data;
Inventory records for all property purchased with grant funds showing acquisition date, cost of property, identification number, bid information, and the use of the property; and
Bank statements and reconciliations.

We have read and understand all certified assurances as shown above and agree to fully comply with these conditions in the operation of the grant.

Rosemary D. Quetman
Chief Administrative Officer

August 9, 1996
Date

TANN, BROWN & RUSS CO., LTD.
CERTIFIED PUBLIC ACCOUNTANTS
415 E. CAPITOL
JACKSON, MISSISSIPPI 39201
TELEPHONE (601) 354-4926
FACSIMILE (601) 354-4947

12
RECEIVED

JUL 18 1996

MEMBERS
AMERICAN INSTITUTE
CERTIFIED PUBLIC ACCOUNTANTS

CITY OF CLINTON
MEMBERS
MISSISSIPPI SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

July 15, 1996

Mayor Rosemary Aultman
City of Clinton
P. O. Box 156
Clinton, MS 39056

Dear Rosemary:

Although it seems like we just finished last year's audit, it is actually almost time to begin again.

We are certainly interested in performing the work again and would propose to do the audit with no fee increase again this year. If this is agreeable with you, we have enclosed an engagement letter to reflect this.

As in prior years, it would be helpful from a timing perspective to perform some work prior to September 30. Wayne has indicated this timing would be agreeable with him and we are ready to begin this process.

Please call if you have any questions about this or other matters. We enjoy and appreciate working for the City of Clinton and look forward to hearing from you.

Sincerely,

Walter

Walter N. Murphy, Jr.

WNM,Jr/wsf

Enclosures

1325

TANN, BROWN & RUSS CO., LTD.
CERTIFIED PUBLIC ACCOUNTANTS
415 E. CAPITOL
JACKSON, MISSISSIPPI 39201
TELEPHONE (601) 354-4926
FACSIMILE (601) 354-4947

MEMBERS
AMERICAN INSTITUTE
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS
MISSISSIPPI SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

July 15, 1996

Honorable Mayor & Board of Alderman
City of Clinton
Clinton, Mississippi

We are pleased to confirm our understanding of the services we are to provide the City of Clinton for the year ended September 30, 1996. We will audit the general purpose financial statements of the City of Clinton as of and for the year ended September 30, 1996. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the general purpose financial statements.

1. Combining Statements
2. Individual Fund Statements
3. Account Group Statements
4. Supplemental Schedules

Our audit will be a Single Audit conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act of 1984; and the provisions of OMB Circular A-128, "Audits of State and Local Governments," and will include tests of the accounting records of the City of Clinton and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the Schedule of Federal Financial Assistance and on the City of Clinton's compliance with laws and regulations and its internal controls as required for a Single Audit. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement.

The management of the City of Clinton is responsible for establishing and maintaining an internal control structure. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control structure policies and procedures. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles, and that federal financial assistance programs are managed in compliance with applicable laws and regulations.

In planning and performing our audits for the year ended September 30, 1996, we will consider the internal control structure in order to determine our auditing procedures for the purpose of expressing our opinions on the City of Clinton's general purpose financial statements and on its compliance with requirements applicable to major programs and to report on the internal control structure in accordance with OMB Circular A-128, and not to provide assurance on the internal control structure.

We will obtain an understanding of the design of the relevant policies and procedures and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain policies and procedures that we consider relevant to preventing and detecting errors and irregularities that are material to the general purpose financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the general purpose financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on the internal control structure policies and procedures and, accordingly, no opinion will be expressed.

We will perform tests of controls, as required by OMB Circular A-128, to evaluate the effectiveness of the design and operation of internal control policies and procedures that we consider relevant to preventing or detecting material noncompliance with specific requirements, general requirements, and requirements governing claims for advances and reimbursements and amounts claimed or used for matching that are applicable to each of the City of Clinton's major federal financial assistance programs. Our tests will be less in scope than would be necessary to render an opinion on the internal control structure policies and procedures and, accordingly, no opinion will be expressed.

We will inform you of any matters involving internal control structure and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control structure that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the general purpose financial statements. We will also inform you of any nonreportable conditions or other matters involving the internal control structure, if any, as required by OMB Circular A-128.

Compliance with laws, regulations, contracts, and grant agreements applicable to the City of Clinton is the responsibility of the City of Clinton's management. As part of obtaining reasonable assurance about whether the general purpose financial statements are free of material misstatement, we will perform tests of the City of Clinton's compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion.

Our audit will be conducted in accordance with the standards referred to in the second paragraph. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements governing types of services allowed or unallowed; eligibility; matching, level of effort, or earmarking; reporting; special tests and provisions, claims for advances and reimbursements; and amounts claimed or used for matching that are applicable to major programs occurred. The purpose of our audit will be to express an opinion on the City of Clinton's compliance with the specific requirements applicable to major programs listed in the previous sentence.

We will perform certain procedures to test the City of Clinton's compliance with the general requirements applicable to its federal financial assistance programs as required by OMB Circular A-128. Our procedures will be limited to the applicable procedures described in the OMB's Compliance Supplement for Single Audits of State and Local Governments. Our procedures will be substantially less in scope than an audit, the objective of which is the expression of an opinion on the general requirements, and we will not express such an opinion.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorney as part of the engagement, and he may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. As required by the Single Audit Act of 1984, our audit will include tests of transactions related to federal assistance programs for compliance with applicable laws and regulations. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will inform you, however, of any matters of that nature that come to our attention, and we will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise

during any later periods for which we are not engaged as auditors.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

The assistance to be supplied by your personnel, including the preparation of schedules, workpapers and confirmations has been discussed and coordinated with Wayne Derrick.

The workpapers for this engagement are the property of Tann, Brown & Russ Co., Ltd. and constitute confidential information. However, we may be requested to make certain workpapers available to cognizant or grantor agencies pursuant to authority given to them by law or regulation. If requested, access to such workpapers will be provided under the supervision of Tann, Brown & Russ Co. personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to cognizant or grantor agencies. The cognizant or grantor agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Our fees for these services will be based on the actual time spent at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to you audit. The fee for the audit will not exceed \$20,000.

As now required by **Government Auditing Standards**, issued by the Comptroller General of the United States, we are enclosing a copy of our most recent external quality control review report. Our firm's system of quality control relating to our accounting and auditing practice is reviewed every three years in conformity with standards established by the Peer Review Board of the American Institute of Certified Public Accountants. As reflected in the letter enclosed, our latest review resulted in an unqualified opinion, which is the highest level of assurance that can be achieved. Our previous reviews have also resulted in unqualified opinions.

We appreciate the opportunity to be of service to the City of Clinton and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

TANN, BROWN & RUSS CO., LTD.



Walter N. Murphy, Jr.

RESPONSE:

This letter correctly sets forth the understanding of the City of Clinton.

By: Rosemary G. Auetman

Title: Mayor

Date: August 9, 1996



END OF 12

Jimmie D. Fouts, CPA
Don W. Morgan, CPA
Douglas A. Garner, CPA
J. Donald Short, CPA

FOUTS & MORGAN
Certified Public Accountants P.C.

• 5100 Sanderlin Road • Suite 2001
• Memphis, Tennessee 38117

Phone (901) 761-2110
FAX (901) 761-2149

September 1, 1994

To the Partners
Tann, Brown and Russ Co., Ltd.

We have reviewed the system of quality control for the accounting and auditing practice of Tann, Brown and Russ Co., Ltd. (the firm) in effect for the year ended April 30, 1994. Our review was conducted in conformity with standards for peer reviews promulgated by the peer review committee of the private companies practice section of the AICPA Division for CPA Firms (the section). We tested compliance with the firm's quality control policies and procedures and with the membership requirements of the section to the extent we considered appropriate. These tests included the application of the firm's policies and procedures on selected accounting and auditing engagements.

In performing our review, we have given consideration to the general characteristics of a system of quality control as described in quality control standards issued by the AICPA. Such a system should be appropriately comprehensive and suitably designed in relation to the firm's organizational structure, its policies, and the nature of its practice. Variance in individual performance can affect the degree of compliance with a firm's prescribed quality control policies and procedures. Therefore, adherence to all policies and procedures in every case may not be possible.

In our opinion, the system of quality control for the accounting and auditing practice of Tann, Brown and Russ Co., Ltd. in effect for the year ended April 30, 1994, met the objectives of quality control standards established by the AICPA and was being complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards. Also, in our opinion, the firm was in conformity with the membership requirements of the section in all material respects.

Fouts & Morgan

FOUTS & MORGAN
Certified Public Accountants

Memphis, Tennessee

Member of the Private Companies Practice Section of the American Institute of Certified Public Accountants

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CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

	1995-96 Budget as Adopted	1st Amendment Addition (Reduction)	Amended 1995-96 Budget as Proposed
REVENUES			

Licenses and permits	\$ 537,200	\$ 90,000	\$ 627,200
Intergovernmental revenues	2,582,300	50,010	2,632,310
Charges for services	3,050	0	3,050
Fines and forfeitures	195,025	35,000	230,025
Interest earned	28,000	31,100	59,100
Miscellaneous	730,100	33,998	764,098
	-----	-----	-----
Total from all sources, other than taxation	4,075,675	240,108	4,315,783
Beginning cash and investment balance	590,801	215,657	806,458
	-----	-----	-----
Total receipts other than ad valorem tax	4,666,476	455,765	5,122,241
Amount to be raised by ad valorem tax	2,796,005	179,121	2,975,126
	-----	-----	-----
Total Revenues From All Sources	\$ 7,462,481	\$ 634,886	\$ 8,097,367
	=====	=====	=====

EXPENDITURES

General Government:			
Administration (040):			
Personal services	\$ 414,429	\$ 22,582	\$ 437,011
Operating supplies	32,300	500	32,800
Other services and charges	136,240	(16,582)	119,658
Capital outlay	13,000	(6,500)	6,500
	-----	-----	-----
Total administration	595,969	(0)	595,969
	-----	-----	-----
Planning and zoning (090):			
Other services and charges	16,500	(4,500)	12,000
	-----	-----	-----
Total General Government Expenditures	612,469	(4,500)	607,969
	-----	-----	-----
Public Safety:			
Police (105):			
Personal services	1,442,853	(51,773)	1,391,080
Operating supplies	124,194	3,550	127,744
Other services and charges	167,430	3,477	170,907
Capital outlay	76,465	58,701	135,166
	-----	-----	-----
Total police expenditures	1,810,942	13,955	1,824,897
	-----	-----	-----

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

	1995-96 Budget as Adopted	1st Amendment Addition (Reduction)	Amended 1995-96 Budget as Proposed
EXPENDITURES (Cont'd)			

Public Safety:			
Fire (160):			
Personal services	1,377,645	(11,610)	1,366,035
Operating supplies	46,650	5,752	52,402
Other services and charges	177,140	5,608	182,748
Capital outlay	23,000	250	23,250
Debt service	32,540	0	32,540
Emergency medical services	6,348	0	6,348
	-----	-----	-----
Total fire expenditures	1,663,323	(0)	1,663,323
	-----	-----	-----
Total Public Safety Expenditures	3,474,265	13,955	3,488,220
	-----	-----	-----
Public Works:			
Inspection (180):			
Personal services	41,763	77	41,840
Operating supplies	1,000	1,323	2,323
Other services and charges	10,760	(1,400)	9,360
	-----	-----	-----
Total inspection expenditures	53,523	0	53,523
	-----	-----	-----
Street (215):			
Personal services	421,190	(35,447)	385,743
Operating supplies	1,520,765	(153,340)	1,367,425
Other services and charges	276,330	(10,722)	265,608
Capital outlay	33,500	2,500	36,000
Debt service	12,075	(12,075)	0
	-----	-----	-----
Total street expenditures	2,263,860	(209,084)	2,054,776
	-----	-----	-----
Total Public Works Expenditures	2,317,383	(209,084)	2,108,299
	-----	-----	-----
Culture and Recreation:			
Parks and recreation (305):			
Personal services	236,564	143	236,707
Operating supplies	40,750	0	40,750
Other services and charges	56,250	(3,880)	52,370
Parks repair and maintenance	58,500	3,200	61,700
Capital outlay	49,900	18,900	68,800
Debt service	14,513	0	14,513
	-----	-----	-----
Total parks and recreation expenditures	456,477	18,363	474,840
	-----	-----	-----

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

	1995-96 Budget as Adopted	1st Amendment Addition (Reduction)	Amended 1995-96 Budget as Proposed
EXPENDITURES (Cont'd)			

Culture and Recreation:			
Library (350):			
Personal services	16,872	(18)	16,854
Operating supplies	5,300	0	5,300
Other services and charges	4,300	(357)	3,943
Capital outlay	5,400	0	5,400
	-----	-----	-----
Total library expenditures	31,872	(375)	31,497
	-----	-----	-----
Total Culture and Recreation Expenditures	488,349	17,988	506,337
	-----	-----	-----
Economic Development:			
Operating supplies	750	(250)	500
Other services and charges	82,750	1,050	83,800
Capital outlay	2,500	(800)	1,700
	-----	-----	-----
Total Economic Development Expenditures	86,000	0	86,000
	-----	-----	-----
Transfers and Other Charges	72,785	112,971	185,756
	-----	-----	-----
Total expenditures	7,051,251	(68,670)	6,982,581
Ending cash and investment balance	411,230	703,556	1,114,786
	-----	-----	-----
Total Expenditures and Ending Balance	\$ 7,462,481	\$ 634,886	\$ 8,097,367
	=====	=====	=====

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CONTRACT AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

THIS AGREEMENT is entered into this 6th day of August, 1996, between Neel-Schaffer, Inc., Post Office Box 22625, Jackson, Mississippi 39225-2625 (hereinafter designated as the ENGINEER) and the Local Public Agency (LPA), City of Clinton, Post Office Box 156, Clinton, Mississippi 39060, County of HINDS, MISSISSIPPI (hereinafter designated as the LPA).

WITNESSETH THAT:

WHEREAS, the LPA desires to engage the ENGINEER to provide construction engineering services in connection with improvements to **Intersection Improvements, Northside Drive at Pinehaven Drive, Federal Aid Project No. 48-7306-00-001-10/STP-7306(1).**

NOW THEREFORE:

The ENGINEER and the LPA agree as follows:

- I. **CONSULTING ENGINEERING SERVICES:** The ENGINEER will furnish consulting services during construction of **Federal Aid Project No. STP-7306(1)**, LPA of City of Clinton, County of Hinds, Mississippi, to include the following: construction engineering for the construction contract, which shall be in accordance with the approved plans, specifications and contract documents, all of which are incorporated in and made a part of this AGREEMENT.
- II. **ENGINEERING ADMINISTRATION:** The engineering administration of construction will be the responsibility of the LPA acting through the ENGINEER, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the DEPARTMENT), and of the Federal Highway Administration (FHWA) or their representatives.
- III. **CONSTRUCTION ENGINEERING SERVICES:** Construction engineering services shall consist of all engineering work involved from the contract stage, beginning with the date of FHWA concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the DEPARTMENT, and shall include the following:
 - A. Setting of stakes to control the work, and resident project representation and other controls to insure the project is constructed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the ENGINEER as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

Neel-Schaffer, Inc.
Jackson, Mississippi

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- B. The ENGINEER shall promptly prepare, verify and recommend payment, if appropriate, of all eligible Contractor's estimates: he shall maintain a project diary as the official project record for each project, showing the Contractor's daily operation; and the engineering daily activities by names, function performed and hours worked. He shall maintain records of the ENGINEER'S out-of-pocket cost plus additives for profit and overhead items. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period, and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the LPA, DEPARTMENT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. For work involved in Items (a), (b), and (d) the LPA will pay to the ENGINEER **monthly** for work done the previous month an amount equal to the ENGINEER'S out-of-pocket cost plus additives for profit and current overhead items (payroll, taxes, insurance, etc.) as provided for in Appendix "A" which is attached hereto and made part of this AGREEMENT. Monthly payments will be made on the basis of Certified Time Records. The maximum amount payable under this agreement shall be \$57,732.27 including a fixed fee of \$5,162.36 beyond which no funds will be authorized for payment without a Supplement-Agreement to this Agreement. Each monthly billing will be reduced by **5 percent**, which shall be retained until final acceptance of the project by MDOT and FHWA.
- D. The duties, responsibilities, and limitations of authority of the resident project representative(s) are listed in Appendix B, which is attached to and made a part of this AGREEMENT.
- E. The responsible engineer employed by the ENGINEER is Frank L. O'Keefe, Jr., P.E., Mississippi Registration No. 11097.
- IV. **COVENANT AGAINST CONTINGENT FEES:** The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of the making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this contract price, or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.
- V. **OWNERSHIP OF DOCUMENTS:** All project documents, including tracings, drawings, estimates, specifications, field notes investigations, studies, etc., as instruments of service are to become the property of the LPA. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss of or

damage to the documents herein enumerated while they are in his/her possession, and any such loss or damage shall be restored at his/her expense.

- VI. **CHANGES IN WORK:** A Supplemental Agreement may be entered into between the LPA and the ENGINEER to increase the maximum amount payable under this contract for additional labor costs and expenses, provided there is a change in scope, character or complexity of the work to be performed. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of the additional work by the ENGINEER for which reimbursement will be requested.
- VII. **DELAYS AND EXTENSIONS:** Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Approval of a delay of the submission must be requested by letter through the DEPARTMENT, giving reasons for the request and the approximate date proposed for submission of that data.
- VIII. **TERMINATION OR SUSPENSION:** The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the LPA and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:
- A. By mutual agreement and consent of the parties hereto.
 - B. By the LPA as a consequence of the failure of the Engineer to comply with the terms, progress or quality of work in a satisfactory manner. Proper allowance will be made for circumstances beyond the control of the ENGINEER.
 - C. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
 - D. By the LPA due to the departure for whatever reason of any principal member or members of the ENGINEER firm.
 - E. By satisfactory completion of all services and obligations described herein.
 - F. By the LPA giving thirty (30) days notice to the ENGINEER in writing and paying fees which both parties, the Department and FHWA, agree are due for completed work. If termination is made by the LPA Under Condition F. after work has started, the ENGINEERS will be paid for actual service rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct costs; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work. Upon termination, the ENGINEER shall deliver to the LPA all documents specified in Section V, and the LPA shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the LPA desire to suspend the work but not definitely terminate the contract, this may be done by thirty (30) days notice in writing to that effect.

- IX. **DISPUTES AND LAW VIOLATIONS:** Any disputes will be mediated by LPA and ENGINEER and concurred in by the DEPARTMENT. Violations of the law will be referred to the local, state, or federal authority having proper jurisdiction.
- X. **RESPONSIBILITIES FOR CLAIMS AND LIABILITY:** The ENGINEER will indemnify and save harmless the LPA, and the DEPARTMENT, its officers and employees from or occasioned by, any act of or omission of the ENGINEER, his/her employees, agents or servants, resulting in bodily injury, property damage or death of any party.
- In the event of joint or concurrent negligence of Engineer and LPA, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to that total negligence (including that of third parties) which caused the personal injury or property damage.
- XI. **SUBLETTING, ASSIGNMENT OR TRANSFER OF WORK:** The ENGINEER is expressly prohibited from subletting, assigning or transferring any part of these engineering services, other than the testing of materials, to any other person, firm or engineering consultant.
- XII. **FEDERAL PROVISIONS:** See Appendix C, which is hereby made a part of this AGREEMENT.
- XIII. **ENERGY CONSERVATION:** The Engineer warrants that he/she will conduct his/her office and field operations in an energy efficient manner in compliance with the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- XIV. **TIME OF PERFORMANCE:** The construction engineering services of the ENGINEER shall start with date of FHWA concurrence in the award of the construction contract by the LPA, and be completed within 60 calendar days after the final inspection and acceptance of the construction work performed by others. The services of the ENGINEER are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the ENGINEER'S services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. When it become evident to the LPA that the maximum amount payable under Section III (c) will be depleted due to the need for more man-hours of work than estimated, a Supplement Agreement will be processed to provide for reimbursement to the ENGINEER for out-of-pocket expense including overhead costs as provided for in Appendix A. The need for an adjustment in the fixed fee will be determined and made a part of the Supplemental Agreement if appropriate. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested. The estimated fees

in Appendix A are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the ENGINEER, the LPA agrees to pay the ENGINEER for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

- XV. **LIMITATION OF ENGINEER'S SERVICES:** It is understood that the construction engineering services and resident project representative furnished by the ENGINEER under this agreement will endeavor to protect the LPA against defects and deficiencies in the work of the contractor but the ENGINEER does not guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by any contractor or subcontractor, nor the LPA in the case of force account work performed directly by the LPA or their respective employees or by any other person, nor for any public liability for property damage caused through acts of the contractor, subcontractor, the LPA and or their employees or any other person.
- XVI. **SUBSURFACE CONDITIONS AND UTILITIES:** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of ENGINEER or ENGINEER's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist.

ENGINEER will locate utilities which will affect the project from information provided by the LPA and utility companies and from ENGINEER's surveys. In that these utility locations are based, at least in part, on information from others, ENGINEER cannot and does not warrant their completeness and accuracy.

- XVII. **HAZARDOUS MATERIALS:** When hazardous materials are known, assumed or suspected to exist at a project site, ENGINEER is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. LPA hereby warrants that, if he knows that hazardous materials may exist at the project site, he will inform ENGINEER in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LPA agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to notify LPA as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

The LPA and the ENGINEER each binds himself, his partners, successors, administrators, and assigns to the other party to this AGREEMENT, and to the partners,

successors, executors, administrators and assigns of each other party in respect of all of the covenants of this AGREEMENT.

The LPA and ENGINEER hereby agree to full performance of the covenants contained herein and it is understood that the work under this agreement is not eligible for Federal Aid participation until approved by the DEPARTMENT AND FHWA.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first mentioned.

BY: Rosemary S. Aultman
Authorized LPA Official

Mayor, City of Clinton
Title

Mark D. Bailey
For the Consultant

V.P. Transportation Div.
Title

RECOMMENDED FOR APPROVAL:

APPROVED:

Chief Engineer, MDOT

Executive Director, MDOT

DATE: _____

DATE: _____

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

BY: _____

DATE: _____

APPENDIX "A"
 AGREEMENT FOR ENGINEERING SERVICES
 FEDERAL-AID PROJECT 48-7306-00-001-10/STP-7306(1)
 CITY/COUNTY City of Clinton, Hinds County
 ESTIMATED CONSTRUCTION ENGINEERING COSTS - ESTIMATED 75 WORKING DAYS (CONTRACT TIME)

CLASSIFICATION	Basic Hourly Rate *	Total Overhead **	Total Hourly Rate	Estimated Number of Hours	Estimated Cost
Engineering Manager	\$ 27.88	\$ 35.34	\$ 63.22	16	\$ 1,011.52
Project Manager	22.66	28.72	51.38	200	\$ 10,276.00
Asst. Engineer	15.90	19.52	34.92	94	\$ 3,282.48
Resident Project Representative	16.64	21.09	37.73	730	\$ 27,542.90
Clerical (Add all others as applicable)	10.00	12.67	22.67	40	\$ 906.80
SUBTOTAL LABOR COST					\$ 43,019.70
Fixed Fee					5,162.36
Direct Expenses					
Estimated Travel Mileage*** of 3600 Miles at \$0.30/Mile					1,080.00
Survey 24 hrs @ \$85/hr.					2,040.00
Other Expenses (Reproductions, etc.)					500.00
TOTAL CONSULTANT ENGINEERING COST					51,802.06
10% Engineering Contingencies					5,180.21
Commercial Testing Laboratory Expense (Only if Federal-Aid Participating)					750.00
TOTAL CONSTRUCTION ENGINEERING COST					\$ 57,732.27

Notes:

- * Basic hourly rate is direct salary rate. Hourly basic rate does not include any premium or overtime costs nor are premium or overtime costs included in other payroll cost or overhead.
- ** See attached form of percentages added for "other payroll costs" and "overhead."
- *** Mileage Records: Keep a daily record of miles traveled and places visited to support mileage reimbursements.
 Sustenance Records: Secure receipts for meals and lodging and submit for reimbursement.

NEEL-SCHAFER, INC.

SCHEDULE OF OVERHEAD
FISCAL YEAR ENDED DECEMBER 31, 1994

	PER BOOKS	ADJUSTMENTS DR. (CR.)	NOTES	PER AUDIT
Direct Labor	\$ 2,852,526.00	(\$ 369.00)	(A)	\$ 2,952,157.00
OVERHEAD				
Indirect Salaries	\$ 1,376,520.00	(\$ 26,502.00)	(A)	\$ 1,350,018.00
Bonuses	972,183.00	(568,116.00)	(A)	404,067.00
Insurance - Employees	230,363.00			230,363.00
Payroll Taxes	350,513.00	835.00	(B)	351,348.00
Computer Expenses	(10,800.00)			(10,800.00)
Continuing Education	92,007.00	(12,246.00)	(C)	79,761.00
Depreciation	259,120.00			259,120.00
Dues & Subscriptions	38,808.00	(8,133.00)	(D)	30,675.00
Insurance-Business	200,941.00	(11,160.00)	(E)	189,781.00
Miscellaneous	162,266.00	(135,540.00)	(F)	26,726.00
Profess. Services	122,362.00	(14,564.00)	(G)	107,798.00
Rent-Building	318,286.00	(4,027.00)	(H)	314,259.00
Rent-Equipment	46,424.00			46,424.00
Repair & Maintenance	81,057.00	(12,737.00)	(I)	68,320.00
Supplies/Office Exp.	155,888.00			155,888.00
Taxes/Licenses/Fees	18,437.00			18,437.00
Telephone	76,699.00	(2,590.00)	(J)	74,109.00
Travel	47,951.00	(2,398.00)	(K)	45,553.00
Bad Debts	78,656.00	(78,656.00)	(L)	0.00
Contributions	19,845.00	(19,845.00)	(M)	0.00
Interest	4,754.00	(4,754.00)	(N)	0.00
	\$ 4,642,280.00	(\$ 900,433.00)		\$ 3,741,847.00

Audited Overhead Rate for Year Ended December 31, 1994

126.75%

AUDIT REPORT NO. 960031
Schedule of Overhead, continued

NOTE:

To disallow amounts over maximum compensation allowed by the Department.

- I. To adjust to actual amount paid.
- II. Disallowed \$12,246.00 as follows:
 - \$9,000.00 - for scholarship donations in accordance with FAR 31.205-8.
 - \$1,978.00 - for lack of documentation.
 - \$1,268.00 - for Chamber of Commerce in accordance with FAR 31.20-43.
- III. Disallowed \$8,133.00 for dues in accordance with FAR 31.205-43.
- IV. Disallowed \$11,160.00 as follows:
 - \$10,914.00 - Key man insurance in accordance with FAR 31.205-14.
 - \$ 246.00 - finance charges in accordance with FAR 31.205-20.
- V. Disallowed \$135,540.00 as follows:
 - \$70,727.00 - for entertainment in accordance with FAR 31.205-14.
 - \$64,813.00 - for lack of documentation.
- VI. Disallowed \$14,546.00 as follows:
 - \$6,529.00 - personal expenses.
 - \$8,035.00 - for bad debts in accordance with FAR 31.205-3.
- VII. Disallowed \$4,027.00 for rental lease back in accordance with FAR 31.205-36.
- VIII. Disallowed \$12,737.00 for lack of documentation.
- IX. Disallowed \$2,590.00 for lack of documentation.
- X. Disallowed \$2,398.00 for direct job cost in accordance with 31.202.

The following accounts were disallowed by the Consultant.
- XI. Disallowed \$778,656.00 for bad debts in accordance with FAR 31.205-3.
- XII. Disallowed \$19,840.00 for contributions in accordance with FAR 31.205-8.
- XIII. Disallowed \$4,754.00 for interest in accordance with FAR 31.205-20.

APPENDIX B
A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE.

The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in inspecting performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the ENGINEER responsible for or guarantee the CONTRACTOR'S performance, nor resume any duty to supervise construction and safety procedures followed by the CONTRACTOR or subcontractors. The duties and responsibilities of the RPR are limited to those of the ENGINEER in the ENGINEER'S agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The RPR is the ENGINEER'S agent at the site, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER regarding RPR'S actions. The RPR'S dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and CONTRACTOR, keeping the LPA advised as necessary. The RPR'S dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The RPR shall generally communicate with the LPA with the knowledge of and under the direction of the ENGINEER.

II. Duties and Responsibilities of the RPR:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning acceptability.

B. Conferences and Meetings: Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

1. Serve as the ENGINEER'S liaison with the CONTRACTOR, working principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
2. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

- D. Shop Drawings and Samples:
1. Record the date of receipt of Shop Drawings and samples.
 2. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the ENGINEER of availability of samples for examination.
 3. Advise the ENGINEER and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
1. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to the ENGINEER whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that the RPR believes should be corrected or rejected for should be uncovered for observation, or requires special testing, inspection or approval.
 3. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 4. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.
- F. Interpretation of Contract Documents:
Report to the ENGINEER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the ENGINEER.
- G. Modifications:
Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with the RPR'S recommendations to the ENGINEER. Transmit to the CONTRACTOR decisions as issued by the ENGINEER.
- H. Records:
1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to

- the execution of the Contract, ENGINEER'S clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
2. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.
 3. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

1. Furnish the ENGINEER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
2. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
3. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the ENGINEER.
4. Report immediately to the ENGINEER and to the LPA upon the occurrence of any accident.

J. Payment Requests:

Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward with the RPR's recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to the LPA prior to final payment for the Work.

L. Completion:

1. Before the ENGINEER issues a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

2. Conduct a final inspection in the company of the ENGINEER, the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
3. Observe that all items on-the final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

III. Limitations of Authority

The Resident Project Representative:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the ENGINEER.
- B. Shall not exceed the limitations of the ENGINEER'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Contract Documents.
- E. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- F. Shall not accept Shop Drawing or sample submittals from anyone other than the Contractor.
- G. Shall not authorize the LPA to occupy the Project in whole or in part.
- H. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

APPENDIX C
FEDERAL PROVISIONS

The following required contract provisions shall apply to this CONTRACT and AGREEMENT:

I. CIVIL RIGHTS ACT: The CONSULTANT will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21.

A. The CONSULTANT agrees to comply: All contracts and subgrants in excess of \$10,000 shall include provisions for compliance with Executive Order No. 11246, entitled, "Equal Employment Opportunity, " as supplemented in Department of Labor Regulations (41 CFR, Part 60). Each contractor or subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of that plan. The grantee shall establish procedures to assure compliance with this suspected or reported violations are promptly investigated.

B. The CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended by 49 CFR 21 through Appendix C and 23 CFR 710.405 (b).

C. Pursuant to Section 23.43 of 49 CFR Part 23, the following statements regarding disadvantaged business enterprises are included in, and made a part of this CONTRACT and AGREEMENT:

1. (1.) "Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal funds under this agreement.

Consequently the DBE requirements of 49 CFR Part 23 apply to this statement.

- (2.) "DBE Obligation. The DEPARTMENT and the CONSULTANT agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontractors financed in whole or in part with federal funds provided under this AGREEMENT. In this regard the DEPARTMENT and the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The DEPARTMENT and the CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

2. The DEPARTMENT shall advise the CONSULTANT that failure to carry out the requirements set forth in 23.43 (a) shall constitute a breach of contract and, after the notification of the DOT, may result in termination of the contract by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

II. CONSTRUCTION ENGINEERING SERVICES - In accordance with 23 CFR 1204, Supp. D, Paragraphs e., f., and g., Attachment 0, and 49 CFR Part 18C, Paragraphs 12 and 13:

- A. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.
- B. When required by the Federal grant program legislation, all construction contracts awarded by grantees and subgrantees in excess of \$2,000 shall include a provision for compliance with the Davis Bacon Act (40 USC 276a to a7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.
- C. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basis rate of pay for all hours worked in the excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work surroundings or

under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$10,000).
- E. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Certification in accordance with 49 CFR Part 29, Subpart E, Section 29.510, Appendix A:

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Estimate of Project Time for Construction Engineering Services

Working Days X Increase* = Project Construction Duration

$75 \times 1.25\% = 94 \text{ Days} = \text{Project Construction Duration} + \text{Project Closeout} = \text{Time for Construction Engineering Services.}$

*25% increase attributed to project kickoff and non-chargeable days, i.e., partial or no-work days over the course of the project.

RESIDENT PROJECT REPRESENTATIVE

$752 \text{ hours} / 94 \text{ days} = 8.0 \text{ hour/day average}$

PROJECT MANAGER $94 \text{ DAYS} + 60 \text{ DAYS (CLOSEOUT)} = 154 \text{ DAYS}$

$200 \text{ hours} / 154 \text{ days} = 1.3 \text{ hour/day average}$

ASST. ENGINEER

$94 \text{ hours} / 94 \text{ days} = 1.0 \text{ hour/day average}$