

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 5, 1993 - 7 P. M.
A. E. WOOD MEMORIAL LIBRARY**

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, January 5, 1992, 7 P.M. at the A. E. Wood Memorial Library, 111 Clinton Boulevard.

WELCOME AND CALL TO ORDER - Mayor Billy Ray Smith

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Ben Todd, followed by the Pledge of Allegiance to the Flag led by Alderman Sharbert Lott.

ROLL CALL - City Clerk Nelson Byrd

Present - Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ben Todd - Alderman Ward 3
Phil Fisher - Alderman Ward 4 (sworn in-7:07 p.m.)
Jean Johnson - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Billy Ray Smith - Presiding

City Attorney William E. Spell
City Clerk Nelson Byrd

RESIGNATION LETTER OF WARD 4 ALDERMAN KEITH MONTGOMERY ACCEPTED

MOTION made by Alderman Lott and **SECONDED** by Alderman Valente to accept the resignation letter of Ward 4 Alderman Keith Montgomery who in November, 1992 won a seat in the State House of Representatives. **MOTION CARRIED UNANIMOUSLY.**

MR. PHIL FISHER APPOINTED TO FILL UNEXPIRED TERM OF WARD 4 ALDERMAN

Upon recommendation of Mayor Smith, **MOTION** made by Alderman Johnson and **SECONDED** by Alderman Todd to appoint Mr. Phil Fisher to fill the unexpired term of Ward 4 Alderman Keith Montgomery whose term runs through June 30, 1993. **MOTION CARRIED 5-1** with Alderman Ryan casting the "nay" vote. Judge William Johnson swore in Mr. Fisher immediately thereafter. Phil Fisher took seat as Alderman Ward 4 at 7:07 p.m.

APPROVAL OF CONSENT AGENDA ITEMS A-X:

Upon request by Mayor Smith to add as Consent Agenda Item "W" \$141,137.10 to be paid to Fountain Construction for services at the Police Facility and also Consent Agenda Item "X" \$44,767.80 to be paid to Fountain Construction for services at the Police Facility **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ryan to approve Consent Agenda Items A-X as found on pages 832-833 of this Minute Book V. A copy of the Municipal Compliance Questionnaire Item "Q" and low quotes for Item "U" may be found on pages 834-839 of this Minute Book V and in the Office of the City Clerk, respectively. **MOTION CARRIED UNANIMOUSLY.**

APPROVAL OF RESOLUTION FOR WATER AND SEWER FUND TO BORROW FROM GENERAL FUND

MOTION made by Alderman Valente and **SECONDED** by Alderman Lott to approve that resolution found on pages 840-841 of this Minute Book V authorizing the City of Clinton Water and Sewer Fund to borrow from the City of Clinton General Fund the sum of \$100,000 for a term ending September 30, 1993. The City of Clinton Water and Sewer Fund is also authorized to borrow by sale of Note to any bank or financial institution authorized by law to make loans to municipalities the sum of \$400,000 for a term ending September 30,

1995. This loan is to be secured by the full faith and credit of the City of Clinton. MOTION CARRIED UNANIMOUSLY.
APPROVAL OF INTERLOCAL AGREEMENT FOR PARKS AND RECREATION

MOTION made by Alderman Valente and SECONDED by Alderman Lott to approve that interlocal agreement as found on pages 842-846 of this Minute Book V between Hinds County and the City of Clinton for a comprehensive Parks and Recreation plan. MOTION CARRIED UNANIMOUSLY.

APPROVAL OF AGREEMENT WITH MS COLLEGE FOR USE OF FRIERSON FIELD

MOTION made by Alderman Ferrell and SECONDED by Alderman Todd to approve the agreement with MS College as found on pages 847-849 of this Minute Book V for the use of Frierson Field with the only costs to the City to be for the maintenance of the baseball complex which includes sodding, fertilizing and turf-care. MOTION CARRIED 6-0 with Alderman Valente abstaining due to his employment at MS College.

APPROVAL OF TRANSFER OF SOLID WASTE CONTRACT FROM MAGNOLIA STATE DISPOSAL TO BFI

MOTION made by Alderman Johnson and SECONDED by Alderman Ferrell to approve the transfer of the solid waste collection contract from Magnolia State Disposal to BFI and approve the consent to assignment and assumption contract. It was noted that there will be no modifications to the contract and no changes in pick-up dates. The recycling program will be enhanced starting January 1, 1993. MOTION CARRIED UNANIMOUSLY. Mayor Smith was then requested to sign the contract as found on pages 850-851 of this Minute Book V as to enforce the contract immediately.

BOARD DENIES REQUEST FOR CONDITIONAL USE VARIANCE ON CRONIN-CLEVELAND PROPERTY

Public Works Director Alderman reported on the Planning and Zoning Board Meeting of December 22, 1992 stating that the Board voted 3-1 against approving a request by Dr. Cronin and Mr. J.T. Cleveland for a conditional use variance on property zoned C-1 at Pinehaven and Northside Drive that is owned by said parties to build a United Church Homes complex on their property. Presentation was then heard by Attorney Marc Brand, legal counsel for United Church Homes, United Church Homes representative John Dixon, and Jean Hudspeth, the architect consulted by United Church Homes, disputing the fact that this complex is an apartment complex as restricted by City Ordinance. Attorney Bill Spell then presented a letter dated December 29, 1992 stating the requirements that United Church Homes would have to meet in order to be in compliance with the ordinance. He then stated to the Board that before a dimensional variance from the terms of the Zoning Ordinance shall be granted, the Mayor and Board of Aldermen must make a written decision certifying compliance. Following lengthy discussion, MOTION made by Alderman Todd and SECONDED BY Alderman Ryan to deny the request by Dr. Cronin and Mr. J.T. Cleveland for conditional use of their property. MOTION CARRIED UNANIMOUSLY. Written information presented for the record by all parties may be found in the Office of the City Clerk.

APPROVAL OF CMPDD CONTRACT TO APPLY FOR CDBG GRANT AND RESOLUTION

Following presentation by Mike Monk with regard to the Riverwood Expansion Project MOTION made by Alderman Valente and SECONDED by Alderman Lott to re-authorize CMPDD to apply for CDBG Grant for said project and approval of CMPDD contract and resolution as found on pages 852-860 of this Minute Book V. MOTION CARRIED UNANIMOUSLY.

APPOINTMENTS TO THE PLANNING & ZONING BOARD, LIBRARY BOARD, AND CITY ELECTION COMMISSION

MOTION made by Alderman Valente and **SECONDED** by Alderman Fisher to reappoint Dr. Gerald Lee, Ward 2 to the Planning & Zoning Board. **MOTION CARRIED UNANIMOUSLY.**

MOTION made by Alderman Todd and **SECONDED** by Alderman Johnson to appoint Mr. Al Usry, Ward 3 to the Planning & Zoning Board contingent upon a letter from the Architects Oversight and Ethics Board that there is no conflict with an architect serving in this capacity. **MOTION CARRIED UNANIMOUSLY.**

Upon recommendation by Mayor Smith, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ryan to reappoint both Mrs. Libby Aydelott and Mrs. Mary McCartney to the Library Board. **MOTION CARRIED UNANIMOUSLY.**

Upon recommendation by Mayor Smith, **MOTION** made by Alderman Johnson and **SECONDED** by Alderman Valente to appoint Mrs. Katie Tonore to fill the unexpired term of Mrs. Pat Ward on the City Election Commission due to her resignation of January 1, 1993. **MOTION CARRIED UNANIMOUSLY.**

OTHER BUSINESS

A. Greg Gearhart gave a presentation on the bicycle trails project that links schools and parks in Clinton. This project was discussed by the Board at the meeting on December 15, 1992. The Highway Department has extended the deadline for submitting an application for funding on this project until Friday, January 8, 1993. The Highway Department has recommended that the City present the map of the project as one application with the total cost being shown on this application even though the project is planned to be completed in phases. **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ferrell to approve the total phased project with total costs being estimated at \$870,000 with the City's portion being approximately \$298,000 which would be phased over several years. **MOTION CARRIED UNANIMOUSLY.** A copy of the Memorandum of Understanding and Transportation Enhancement Project Application may be found in this Minute Book V on pages 861-863.

B. City Clerk Byrd was directed to summarize the list of property that has been submitted to the City as possibilities for Parks and Recreation.

ADJOURNMENT - 9:05 P.M.

There being no further business to discuss, **MOTION** made by Alderman Johnson and **SECONDED** by Alderman Ryan to Recess until January 19, 1992, 5 P.M. at the Municipal Courtroom. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 832-833 of this Minute Book V.

APPROVED:

Billy R. Smith
Billy Ray Smith, Mayor

1-8-93
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

1-8-93
Date

SEAL

RESOLUTION

WHEREAS, the Federal and State Governments have imposed upon the City of Clinton certain standards for the treatment of sanitary sewer wastewater; and

WHEREAS, in order to meet such standards the City of Clinton has been mandated to make certain expenditures as a matter of law to upgrade sewer treatment facilities owned and operated by the City; and

WHEREAS, certain emergencies have arisen with regard to the Lovett, Southwest and Industrial Park treatment facilities that require expenditure of funds to meet mandated requirements of Federal and State law imposed upon the City by laws, rules and regulations of Federal and State Governments and to protect the public health; and

WHEREAS, expenditures mandated by law to meet the requirement for such upgrading are imposed under circumstances that the failure to meet the schedule for upgrading imposed upon the City by the Federal and State authorities would result in substantial penalties in the form of fines; and

WHEREAS, it is necessary to upgrade the said sewer facilities timely for the immediate preservation of order and public health;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City water and sewer fund is authorized to borrow and the general fund of the City is authorized to loan to the City water and sewer fund by Note sold to the City general fund the sum of One Hundred Thousand Dollars (\$100,000) at the interest rate of Six Percent (6%) for such purpose for a term ending September 30, 1993, said loan to be made under the provision of §21-35-19, Mississippi Code of 1972, as amended.

2. The City water and sewer fund is authorized to borrow by sale of Note to any bank or financial institution authorized

by law to make loans to municipalities the sum of Four Hundred Thousand Dollars (\$400,000) for a term ending September 30, 1995, said loan to be secured by the full faith and credit of the City of Clinton under the provisions of §21-35-19, Mississippi Code of 1972, as amended.

3. The municipal budget shall be amended as appropriate to reflect the revenue receipts, expenditures, borrowings and other transactions authorized by this Resolution.

4. The Mayor and City Clerk are authorized and directed to execute any and all Notes or other documents and to take such action for and on behalf of the City of Clinton as necessary and appropriate to accomplish the purposes of this Resolution.

Alderman Valente moved that the foregoing Resolution be adopted. Alderman Lott seconded. The vote was as follows:

Alderman Ryan voted:

Aye

Alderman Ferrell voted:

Aye

Alderman Valente voted:

Aye

Alderman ~~Montgomery~~ ^{FISHER} voted:

Aye

Alderman Johnson voted:

Aye

Alderman Lott voted:

Aye

Alderman Todd voted:

Aye

APPROVED on the 5th day of January, 1993.

Billy R Smith
BILLY RAY SMITH, MAYOR

ATTEST:

Nelson Byrd
NELSON BYRD, CITY CLERK

9

INTERLOCAL COOPERATION AGREEMENT
HINDS COUNTY, MISSISSIPPI, AND CITY OF CLINTON, MISSISSIPPI
(Interlocal Cooperation Act of 1974)
In Re: Construction and/or Improvement of Recreational Facilities

THIS AGREEMENT is entered into on the date shown at the end of this instrument by and between Hinds County, Mississippi, a political subdivision, hereinafter referred to as "County", and the City of Clinton, Mississippi, a municipal corporation, hereinafter referred to as "City", under and pursuant to §17-13-1, et seq., Mississippi Code of 1972, as amended, being the "Interlocal Cooperation Act of 1974".

WITNESSETH:

In consideration of the mutual benefits and advantages each to the other, the parties hereto agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

(a) This Agreement is entered into pursuant to the authorization of the "Interlocal Cooperation Act of 1974", being §17-13-1, et seq., Mississippi Code of 1972, as amended, as same now appears, or may be hereafter amended, and all provisions therein set forth are hereby incorporated herein and made a part hereof as is fully set forth herein, it being the intent of the parties hereto that such authority as is granted by said Act shall be exercisable by the parties under this Agreement to enable the parties to accomplish the construction and/or improvement of recreation areas in Hinds County, Mississippi, at the following locations:

1. A recreatonal playground located on City-owned property adjacent to Fire Station #3 on Northside Drive.
2. The improvement of recreational facilities located at Traceway Park in the City of Clinton.
3. The construction of a family park adjacent to the Brighton Subdivision at the location known as the former Southwest Lagoon.

The specific legal description of the above-identified projects shall be the description of the final projects as approved

by the Mayor and Board of Aldermen and contained in the records of the City of Clinton Director of Public Works.

(b) The nature and scope of the project contemplated by this Agreement is the construction and/or improvement of park and recreation areas. The specific authority under which the County and City may exercise the powers necessary to fulfill this Agreement are found, respectively, in §19-3-41 and in §21-37-3, Mississippi Code of 1972, as amended.

(c) The County will participate in this project by providing equipment and labor to clear and grub, cut and fill, and provide a finished grade for construction and/or improvement of park and recreational facilities as designated by the City of Clinton.

(d) The City will participate in this project by furnishing any design, engineering, surveying plans or materials needed to finish the project and by assuming the responsibility for all future maintenance, liability and upkeep of said facilities.

(e) The dollar amount of work to be performed for the City of Clinton by Hinds County shall not be in excess of Two Hundred Fifty Thousand Dollars (\$250,000).

(f) The cost figures of the work completed by Hinds County shall be provided to the Public Works Director of the City of Clinton by the Director of the Department of Road Management or his representative.

II. AMENDMENTS OR TERMINATION

This Agreement may be amended or terminated with the consent of both parties only, and such action shall be taken by Resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The Director of Road Management of the County and the Director of Public Works of the City of Clinton shall be respon-

sible for seeing that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in force and effect from the effective date hereof, as explained in Section 5 herein below, and shall continue in effect until such time as the governing authorities of the County acknowledge by Resolution that the construction has been completed. Said construction is to be completed on or before December 31, 1993.

V. ENFORCEABILITY

(a) The County and City understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for his approval, and this Agreement shall not be enforceable unless approved by the said Attorney General, or sixty (60) days has passed since its submission to him and he has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

(b) On approval by the Attorney General, or the passing of sixty (60) days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the City Clerk of the City of Clinton, the Secretary of State of the State of Mississippi, and the State Department of Audit.

APPROVED AND EXECUTED BY THE RESPECTIVE PARTIES on the date indicated herein below.

CITY OF CLINTON, MISSISSIPPI
By:


BILLY RAY SMITH, MAYOR

THIS, the 5th day of January, 1993.

ATTEST:


Nelson Byrd, City Clerk

844

Nelson Byrd
NELSON BYRD, CITY CLERK

HINDS COUNTY, MISSISSIPPI
By:

BARRY VICKERY, PRESIDENT
Hinds County Board of Supervisors

THIS, the _____ day of _____, 199__.

ATTEST:

ALICE BOLIN JAMES
Chancery Clerk
Hinds County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within-named BILLY RAY SMITH and NELSON BYRD, who acknowledged to me that they are the Mayor and Clerk, respectively, of the City of Clinton, Mississippi, and that, as such, they did sign, affix the corporate seal thereto, and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for, and on behalf of the said City of Clinton, Mississippi, they being first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 6th day of January, 1993.

Christine E. Walls
Notary Public

My Commission Expires:
My Commission Expires July 24, 1994

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within-named BARRY

VICKERY and ALICE BOLIN JAMES, who acknowledged to me that they are the President of the Board of Supervisors and Chancery Clerk, respectively, of the County of Hinds, Mississippi, and that, as such, they did sign, affix the corporate seal thereto, and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for, and on behalf of the said County of Hinds, Mississippi, they being first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the _____ day of _____, 199____.

Notary Public

My Commission Expires:

10

AGREEMENT

THIS AGREEMENT entered into between the City of Clinton, Mississippi, a municipal corporation, located in the First Judicial District of Hinds County, Mississippi, (hereinafter "City"), and Mississippi College, a private institution of higher learning, located in Clinton, Mississippi, (hereinafter "College").

WHEREAS, the College owns certain recreational facilities, specifically described as the baseball complex, and more generally referred to as "Frierson Field"; and

WHEREAS, the City is the sponsor and operator of a baseball program for its citizens; and

WHEREAS, the schedule of the baseball activities of the College and the City are such that one would not conflict with the other; and

WHEREAS, the City and the College would realize substantial economic and functional benefits by a cooperative use of the baseball complex; and

WHEREAS, the City and the College wish to enter into an Agreement under which the City and the College could mutually share the use and resultant advantages of combined utilization of the baseball complex; and

WHEREAS, the Mayor and Board of Aldermen find that such an Agreement would provide to the City the use of an excellent facility for use in conducting the City baseball program and, at the same time, provide significant cost savings;

NOW, THEREFORE, BE IT AGREED as follows:

1. The College hereby leases to the City, and the City hereby leases from the College, that facility specifically described as the baseball complex, and more generally referred to as Frierson Field to include the baseball field, grandstands, parking area, and other facilities generally occupied or used in the course and scope of conducting a baseball program on the

complex.

2. For and in consideration of the lease, the City agrees to maintain the baseball complex and to place it under the City's year-round turf and grounds maintenance the same as the City provides for its own baseball facilities.

3. The College shall have first priority of the use of the facilities, except that the College shall not have the right to displace an event scheduled by the City in accordance with the scheduling procedure set forth in this Agreement.

4. Use of the facility shall be determined on an annual basis to be agreed upon during the month of January of each year the Agreement is in effect. The schedule shall be arranged by a person to be appointed by the City and a person to be appointed by the College. In the event the designated persons are unable to agree upon a schedule, or in the event that a dispute arises with regard to the schedule, the schedule or issue in dispute will then be referred to and decided by the President of the College and the Mayor of the City; provided, however, in the event the President of the College and the Mayor cannot agree, the President of the College shall have the right to make a final determination. In the event the President of the College decides a disputed issue against the City, the City may, within ten (10) days, cancel this Agreement. If, after an adverse decision by the President of the College, the City does not cancel the Agreement, the City shall have waived the right to cancel the Agreement on the grounds of the adverse decision of the President of the College.

5. The term of this Agreement shall be for a term of three (3) years from and after its execution.

THIS AGREEMENT, entered into in duplicate originals on this the 5th day of January, 1993.

The City of Clinton, Mississippi
By:

Nelson Byrd
ATTEST: CITY CLERK

Billy R Smith
Billy Ray Smith, Mayor

Mississippi College
By:

Lewis Nobles, President

CONSENT TO ASSIGNMENT AND ASSUMPTION

WHEREAS, the City of Clinton, Mississippi ("the City") and Magnolia State Disposal Service, Inc. ("Magnolia") entered into a solid waste collection contract (and amendments) dated as of 9-1, ~~1992~~¹⁹⁹¹ and attached hereto as Exhibit A (the "Contract") for the collection, transportation and disposal of certain solid wastes within the City by Magnolia; and

WHEREAS, the Contract provides that Magnolia may not assign the Contract or any of its rights thereunder, in whole or in part, to any other person, firm, or corporation, without the written consent of the City; and

WHEREAS, Magnolia has informed the City that it wishes to assign and transfer the Contract, together with all of its rights and responsibilities thereunder, to Browning-Ferris Industries of Mississippi, Inc. ("BFI"); and

WHEREAS, BFI desires to assume the rights, responsibilities and obligations of Magnolia under the Contract from and after the date hereof; and

WHEREAS, the City desires to consent to and approve such assignment of the Contract to BFI.

NOW, THEREFORE, in consideration of the mutual premises, the promises hereof and other good and valuable consideration, the parties hereto hereby agree as follows.

1. Assignment. The City hereby consents to, approves and agrees to the assignment of the Contract to BFI as of the date hereof, such consent having been approved by the Council of the City.

2. Assumption. BFI hereby agrees to assume and perform the obligations of Magnolia under the Contract in accordance with its terms, from and after the date hereof.

3. Release. The City hereby releases and discharges Magnolia from any obligations, duties or requirements under the Contract from and after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed this 5th day of January, 1993.

Nelson Byrd
attest
City Clerk

CITY OF CLINTON, MISSISSIPPI

By: Billy R Smith
Title: Mayor

MAGNOLIA STATE DISPOSAL SERVICE, INC.

By: William T. Nahn
Title: Vice President

BROWNING-FERRIS INDUSTRIES
OF MISSISSIPPI, INC.

By: Jim McNaughton
Title: District Manager

CMPDD CONTRACT
NO. 318023
CLINTON, MS
CDBG PROJECT

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 27th day of January, 1993, by and between Clinton, Mississippi, (herein called the "Local Government") and the Central Mississippi Planning and Development District (herein called the "Planning Agency"). WITNESSETH THAT:

WHEREAS, the Local Government desires to engage the Planning Agency to render certain technical or professional services, hereafter described:

NOW, WHEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Planning Agency

The Local Government hereby agrees to engage the Planning Agency and the Planning Agency hereby agrees to provide the services hereinafter described.

2. Scope of Services

The Planning Agency will furnish all personnel to perform the services described in the "Scope of Services", which is attached hereto and made a part hereof by reference.

3. Period of Performance

The Planning Agency will undertake and complete performance of the services referred to in "Scope of Services", with the period beginning January 1, 1993 and ending upon completion of the project.

CMPDD CONTRACT
NO.

4. Termination for Convenience of the Planning Agency

The Planning Agency may terminate this Contract at any time by giving written notice to the Local Government of such termination. If this Contract is terminated by the Planning Agency as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the Planning Agency which are directly attributable to the services covered by this Contract.

5. Termination for Convenience of the Local Government

The Local Government may terminate this Contract at any time by giving written notice to the Planning Agency of such termination. If this Contract is terminated by the Local Government as provided herein, the Planning Agency will be reimbursed equal to its contribution, less any costs actually incurred by the Local Government which are directly attributable to the services covered by the Contract.

6. Changes

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

7. Interest of Members of Local Government

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

8. Compensation

Compensation to the Planning Agency for work performed shall be on cost reimbursement basis and shall be comprised of the actual costs of personnel, travel, printing, overhead, et.al. costs as related to the

CMPDD CONTRACT
NO.

performance of the contract. The Local Government agrees to pay for actual costs incurred not to exceed Seven Thousand Dollars (\$7,000), \$4,000 for the actual preparation of the CDBG application, and, \$3,000 for: (1) selection of all consultants in accordance with all applicable State and Federal procurement regulations, (2) carrying out the work required to clear all environmental regulations as required by State and Federal regulations, and, (3) completion of all other technical assistance related to gaining approval of the project.

9. Office Space

The Local Government hereby agrees to make available to the Planning Agency any office space needed, in addition to their usual place of business, for the performance of the services agreed to under this Contract, and the Local Government hereby agrees not to require any charge for such additional space.

10. Local Government Cooperation

The Local Government hereby agrees that its officials and employees will cooperate with the Planning Agency in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The Local Government shall make available to the Planning Agency or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

11. Records

All records of the CMPDD shall be maintained for a minimum period of three years from the date of project closeout.

CMPDD CONTRACT
NO.

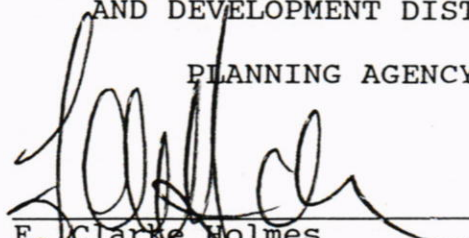
IN WITNESS WHEREOF, the Planning Agency and the Local
Government have executed this Agreement as of this date first
above written.

ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT

PLANNING AGENCY

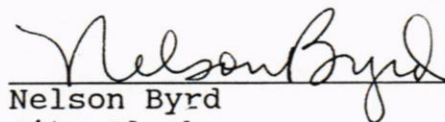

Dan L. Thompson
Director of Finance


F. Clarke Holmes
Executive Director

ATTEST:

CLINTON, MISSISSIPPI

LOCAL GOVERNMENT


Nelson Byrd
City Clerk


Billy Ray Smith
Mayor

CMPDD CONTRACT
NO.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned in and for said City and State, the within named Nelson Byrd and Billy Ray Smith, who acknowledged to me that they are the City Clerk and Mayor of Clinton, Mississippi, respectively and that as such they did sign, execute and deliver the foregoing instrument, having affixed the municipal seal thereto, for the purposes therein stated, in the name of, for and on behalf of said municipality, they being first duly authorized to do so.

Given under my hand and official seal, this the 6th
day of January, 1993.

Kristine E. Walls
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 24, 1994



CMPDD CONTRACT
NO.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned individual in and for said County and State, the within named F. Clarke Holmes and Dan L. Thompson, who acknowledged to me that they are the Executive Director and Director of Finance of the Central Mississippi Planning and Development District, Incorporated, respectively, and that as such they did sign, execute and deliver the above foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized so to do.

Given under my hand and official seal, this the 27th
day of January, 1993.

Debbie Hancock
Debbie Hancock
Notary Public

My Commission Expires:

My Commission Expires Oct. 17, 1995

CMPDD CONTRACT
NO.

SCOPE OF SERVICES
CLINTON, MISSISSIPPI

The Planning Agency shall carry out in an expedient and satisfactory manner:

The submission and subsequent technical assistance required in the Grant process:

A. Assist in Preparation of CDBG Application

This service will entail the coordination of all activities connected with the preparation and submission of the CDBG Application. The District will confer with all parties, write and application, assist with the public hearings, and all such activities related to the submission of the application.

B. Assist in Meeting Selection Procedures of Professional Services for the Grant Program

This service will entail assisting the Local Government in meeting all Federal requirements, concerning the selection of Preparer, Engineer, CDBG Administrator, Architect, Appraisers/Review Appraisers and any other consultant in accordance with the procurement standards as set forth in Office of Management and Budget Circular No. A-102.

C. Assist in Meeting Environmental Requirements

This service will entail the preparation of an Environmental Review Record; the preparation of a Cultural Resource Assessment; the preparation of a Notice of No Adverse Environmental Effect on the Environment, Request for Release of Funds to be published in the local newspaper, and the preparation and submission of the environmental certification to the Governor's Office.

CMPDD CONTRACT
NO.

D. Provision of Technical Assistance

The District shall work as a liaison between the Local Government and the State of Mississippi, Office of Community Development on a day to day basis after the application has been filed to assist both parties in gaining approval of the application. This service will require the Planning Agency to be in constant contact with all parties to answer questions and be available to accompany the State on site visits and act as the Local Government's agent. The duties involved will require the Planning Agency to submit all data and follow up materials requested by the Funding Agency in a timely manner and in a moments notice.

RESOLUTION

WHEREAS, Clinton, Mississippi, recognizes that community development is a priority concern in this area; and

WHEREAS, the Mayor and Board of Alderman of Clinton, Mississippi, desire technical assistance from the Central Mississippi Planning and Development District for the purpose of improving the overall well-being of this area; and

WHEREAS, this technical assistance is for the specific function of submission of an application for FY 1993 Community Development Block Grant funds; and

WHEREAS, the District is authorized to investigate, prepare and direct applications for funding to the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Board of Aldermen on behalf of Clinton, Mississippi do request assistance from the Central Mississippi Planning and Development District and show their intent to apply for Community Development Block Grant funds, and that the District is requested to aid Clinton, Mississippi in this matter. The Board further designates the Mayor to act as a representative of the city in this matter and to execute all necessary forms and documents on behalf of the city.

Dated this the 5th day of January, 1993

Clinton, Mississippi

By: Billy R Smith
Mayor

ATTEST:

By: Nelson Byrd

MEMORANDUM OF UNDERSTANDING

The government entity of City of Clinton, Mississippi,
Hinds County, Mississippi, (hereinafter referred to as the APPLICANT⁴)
for the purpose of committing to the agreed conditions under which the APPLICANT may
utilize special *Federal Surface Transportation Program --Transportation Enhancement Funds*
(STP-TE) provided by the 1991 *Intermodal Surface Transportation Efficiency Act* (ISTEA) and
subsequent acts hereby agrees to the following:

WHEREAS, it is understood that conditions presented herein are general in nature with
details and specific requirements contained in MDOT Standard Operating Procedures and the
Federal Highway Administration (herein after referred to as the FHWA) Federal aid Program
Guide; and

WHEREAS, the APPLICANT proposes to construct, reconstruct or improve a facility
utilizing STP-TE Funds provided by the 1991 ISTEA and subsequent acts as allocated to the
MDOT; and

WHEREAS, the MDOT has allocated a specific amount of STP-TE Funds to be used
throughout the State of Mississippi and intends to allocate additional STP-TE Funds as these
funds become available; and

WHEREAS, the allocated STP-TE Funds may be used for funding approved projects
using the maximum allowable funding ratio unless full participation would result in an amount
greater than the MDOT has uncommitted and available at which time the Federal participation
will be reduced accordingly so that the total construction cost of the project will not be
exceeded.

NOW, THEREFORE, the APPLICANT agrees that for the attached project application
the APPLICANT will:

- ♦ **ARTICLE I:** After notification that the project has been approved by the Transportation
Commission, execute the General Agreement.
- ♦ **ARTICLE II:** After receipt of the executed General Agreement, prepare or compile
information necessary for the initiation of the project and submit to the MDOT District
Engineer.
- ♦ **ARTICLE III:** After opening of bids, if it is the intention of the APPLICANT to
recommend award of the contract, submit the required APPLICANT matching funds for
construction and construction engineering to the MDOT for deposit. The APPLICANT
may choose to deposit the full amount or deposit only one third (1/3) of the
APPLICANT's share of the cost at this time. If the APPLICANT elects to make the
partial deposit, the APPLICANT agrees to deposit an additional one third (1/3) of the
APPLICANT's share of the cost before or with the first contractor's estimate. The
APPLICANT also agrees to deposit the remaining balance with the next contractor's
estimate.

⁴ APPLICANT refers to either a state agency, city government, or county government.

If cost overruns increase the cost of the project beyond the amount of the existing project fund, the APPLICANT agrees to deposit the additional required matching funds with the MDOT prior to the submittal of an invoice which would exceed that amount. Any APPLICANT matching funds remaining in the project fund upon completion of the project will be returned to APPLICANT.

- ♦ **ARTICLE IV:** After the concurrence by the MDOT and FHWA in the award of the contract, the APPLICANT agrees to execute the contract with the contractor and issue a notice to proceed with the work as detailed in the General Agreement.
- ♦ **ARTICLE V:** Maintain and operate or provide for the maintenance and operation of the completed project. Do not permit any changes to be made which would affect traffic and/or traffic control at the completed improvement without the prior approval of the MDOT. Do not permit any changes to be made to the completed improvement which would alter the approved definition of the facility as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable changes must be in conformance with current standards and with provisions of the *Manual on Uniform Traffic Control Devices for Streets and Highways* and *Informational Guide for Preparing Private Driveway Regulations for Major Highways*, American Association of State Highway and Transportation Officials (AASHTO), 1960. The APPLICANT understands that failure to fulfill this responsibility in regard to maintenance of the improvement, its operation or regulation will disqualify the APPLICANT from receiving any STP-TE Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the APPLICANT may be required to reimburse the MDOT for all project costs.
- ♦ **ARTICLE VI** Assume all responsibility for and save the MDOT harmless from any suits, action or claims of any character, brought for or on account of any injuries or damages received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this work.

IN WITNESS WHEREOF, the parties have affixed their signatures on the 5th
day of January, 1993, Minute Book U, Page 831 thereof.

APPLICATION OF City of Clinton, Mississippi
(Agency Name, OR City, OR County)

LOCATED IN THE COUNTY OF Hinds

Billy Ray Smith, TITLE: Mayor
(Typed Name: Agency Head, OR Mayor, OR President Board of Supervisors)

ATTEST: Christine Walls, CLERK
(Signature)

MDOT: Trans. Enhan. Page 9



Transportation Enhancement Project Application

Date: January 7, 1993

CATEGORY: ☐ Historical (See Attachment A)
☐ Scenic and Environmental (See Attachment B)
☒ Pedestrian and Bicycles (See Attachment C)

Applicant: City of Clinton

Address: P.O. Box 156
Clinton, MS 39060

Project Description: Construction of pedestrian and bicycle paths in the City of Clinton which provide a safe and alternative access to schools, parks, and commercial areas in the City, and promote intermodal transportation systems.

(ATTACH SUPPLEMENTAL INFORMATION: Include details of project, financial feasibility, letters of endorsement, and all other supporting information that may improve the justification for the project.)

PROJECT COSTS:	FEDERAL*	OTHER	TOTAL
Preliminary Engineering & Design Cost: ■■■■■■■■■■	115,680	115,680	
Right-of-Way Cost: ■■■■■■■■■■	25,439	25,439	
Construction Cost:	520,393	130,098	650,491
Subtotal:	520,393	271,217	791,610
Contingency: (10%)	52,039	27,122	79,161
Grand Total:	572,432	298,339	870,771

*Maximum Federal Share = 80% of Total Cost

APPROVALS:

Applicant: Billy R Smith **Title:** Mayor
(Mayor, Pres. Board, or Agency Head)

Approved Eligible: _____ **Date:** _____
(Executive Director MDOT)

Approved Eligible: _____ **Date:** _____
(MS Division Administrator FHWA)

City of Clinton, Mississippi
(Municipality)

Certification to Municipal Compliance Questionnaire
Year Ended September 30, 1992

We have reviewed all questions and responses as contained in this
Municipal Compliance Questionnaire for the Municipality of Clinton,
and, to the best of our knowledge and belief, all responses are accurate.

Nelson Byrd
City Clerk's Signature

Billy R Smith
Mayor's Signature

1-5-93
Date

1-5-93
Date

Minute book references:

Book Number ✓

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(Clerk is to enter Minute book references when
questionnaire is accepted by Board.)

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MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS : Y - YES, N - NO, N/A - NOT APPLICABLEPART 1 - GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 & 27-19-27) Y
3. Are municipal records open to the public? (Section 25-61-5) Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
6. Are all required personnel covered by appropriate surety bonds?
 - Appointed officers and those handling money, see statutes governing the form of government. (i.e. Section 21-3-5 for Code Charter) Y
 - Municipal Clerk Section 21-15-38 Y
 - Deputy Clerk Section 21-15-23 Y
 - Chief of Police Section 21-21-1 Y
 - Deputy Police Section 45- 5- 9 (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? Sections 21-15-17 and 21-15-19 Y
8. Are minutes of the board meetings signed by the mayor or majority of the board within 22 days of the meeting? Section 21-15-33 Y
9. Has the municipality complied with the nepotism law in its employment practices? Section 25-1-53 Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their term of office or employment? Section 25-4-105 Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? Section 21-35-31 Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? Section 21-35-31 or 21-17-19 Y

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PART II - CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? Section 21-39-7 Y
2. Are all claims paid in the order of their entry in the claims docket? Section 21-39-9 Y
3. Does the claims docket identify the claimant, claim number, amount, and fund from which each warrant will be issued? Section 21-39-7 Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bear the municipal seal? Section 21-39-13 Y
5. Are warrants for approved claims held until sufficient cash is available in the fund it is drawn on? Section 21-39-13 Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the State Auditor's Office. Sections 21-35-5, 7, 9 Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? Section 21-35-23 Y
8. Has the municipality held a public hearing and published its adopted budget? Section 21-35-5 Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? Section 21-35-25 Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? Section 21-35-25 Y
11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? Section 21-35-11 Y
12. Does the municipal clerk submit to the board, a monthly report of expenditures against each budget item for the preceding month and fiscal year to date, and the unexpended balances of each budget item? Section 21-35-13 Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court ordered or emergency expenditures? Section 21-35-17 Y
14. Has the municipality commissioned municipal depositories? Sections 27-105-353, 363 Y
15. Have investments of funds been restricted to those instruments authorized by law? Section 21-33-323 Y
16. Are donations restricted to those specifically authorized by law? Sections 21-19-45 through 21-19-59 and Section 21-17-5 Y
17. Are fixed assets property tagged and accounted for? Section 7-7-211 - Municipal Audit and Accounting Guide Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the state auditor's regulations? Section 25-3-41 Y

PART III - PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? Section 31-7-13 (b) & (c) Y
2. Are all lowest and best bid decisions properly documented? Section 31-7-13 (d) Y
3. Are all one source item and emergency purchases documented on the boards minutes? 31-7-13 (m) & (k) Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? Section 31-7-23 Y

PART IV - BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? Section 21-33-303 Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? Section 21-33-87 Y
3. Have the required trust funds been established for utility revenue bonds? Section 21-27-65 Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? Section 21-33-317 Y
5. Has the municipality refrained from borrowing, except where it had specific authority? Section 21-17-5 Y

PART V - TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? Section 27-35-167 Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? Section 21-33-53 Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? Section 21-33-63 Y
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (separate funds for each tax levy) Section 21-33-53 Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? Sections 27-39-320, 321 Y

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6. Are local privilege taxes collected from all businesses, except those exempt by law, within the municipality? Section 27-17-5 Y
7. Are transient vendor taxes collected from all transient vendors, except those exempt, within the municipality? Section 75-85-1 Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? Section 83-1-37 Y
9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection; or certified to the county that it does not provide its own fire protection? Section 83-1-37 & Section 83-1-39 Y
10. Are state imposed court assessments collected; and settled monthly? House Bill 1416, 1990 Regular Session Y
11. Are all fines & forfeitures collected when due and settled to the municipal treasury immediately? Section 21-15-21 Y
12. Are bids solicited by advertisement or 3 appraisals obtained under special circumstances, when real property is sold? Section 21-17-1 Y

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