

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 3, 1992 - 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, March 3, 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 George Ferrell followed by the Pledge of Allegiance to the Flag led by Alderman Ed Valente.

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
Keith Montgomery - Alderman Ward 4
Jean Johnson - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Billy Ray Smith - Presiding

City Attorney William E. Spell
City Clerk Nelson Byrd

APPROVAL OF CONSENT AGENDA ITEMS A-V:

- A. Minutes of the Regular and Adjourned Meetings of the Mayor and Board of Aldermen of February 4 and 18, 1992, as printed and distributed
- B. Claims Docket - manual and computer claims numbered 1-499 for the month of February, 1992
- C. \$125.00 to Miss Clinton Scholarship Pageant for full page ad in program (Adm.)
- D. \$2,500.00 to Clinton Chamber of Commerce for first quarter 1992 dues (Economic Development)
- E. \$700.00 to Irvin E. Cunnington for refund of fine Case #91-8109 (Police)
- F. \$200.00 to MS Economic Council for 1991-1992 dues (Adm.)
- G. \$144.00 to Jackson Chamber of Commerce for one table for eight for the 1992 Business & Industry Appreciation Luncheon, April 17, 1992, Ramada Coliseum (Adm.)
- H. \$150.00 appx. cost for Carroll Arledge to attend MRPA mid-year meeting in Hattiesburg, March 5-6, 1992 (P&R)
- I. \$499.00 to Parkview Regional Medical Center for purchase of used Hedman EDP2000 check signing machine and Board approval for the use of it under the supervision of Mayor and City Clerk (Adm.)
- J. \$571.80 to Sunbelt Diesel, Inc. for Engine #2 clutch (Fire)
- K. \$1,770.00 to Harry Harless Co. (sole source cert. dealer) to install 4hp motor on "Jaws of Life" (Fire)
- L. \$27,453.25 to Delta Constructors and \$933.40 to Anderson Engineers for February work on the SW Lagoon (PWD)
- M. \$541.62 to Apac-MS for asphalt to repair streets (PWD)
- N. \$500.00 to Capweld for chlorine to treat water (PWD)
- O. \$841.38 to Clinton Welding and Machine Shop for Batwing Mower repairs (PWD)
- P. \$748.80 to Faulkner Concrete for culverts on Banks Road (PWD)
- Q. \$1,185.00 to Harcross Chem. for sod-fluoride for water treatment (PWD)
- R. \$600.00 to Marvin Hillard for removal of waste at SW Lagoon (PWD)
- S. \$4,562.99 to Fountain Elec. for repairs to loops at two locations (PWD)

- T. \$748.00 to Krystal Gravel for clay gravel (PWD)
- U. \$738.45 to Lampton-Love Gas Co., for diesel fuel (various depts.)
- V. \$160.00 to MS High School Assoc. of Coaches for one page ad in All Star Soccer Program (game to be played at M.C.) [Adm]

Noting that one claim had to be voided resulting in claim numbers listed in Consent Agenda Item B above changing from 499 to 498, and Consent Agenda Items C, D, F, G, & V will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton, MOTION made by Alderman Lott and SECONDED by Alderman Johnson to approve Consent Agenda Items A-V as listed above. MOTION CARRIED UNANIMOUSLY.

POLICE/COURTROOM FACILITY PROJECT AWARDED TO LOW BIDDER FOUNTAIN CONSTRUCTION COMPANY CONTINGENT UPON CONTRACT EXTENSION

As shown by Proof of Publication found on Page 143 of this Minute Book V that sealed bids would be received for the construction of a police/courtroom facility and Bid Tabulation of said bids received being found on Page 144 of this Minute Book V (actual bids are on file in the Office of the City Clerk), MOTION made by Alderman Montgomery and SECONDED by Alderman Todd to accept the low bid of Fountain Construction Company in the amount of \$975,700.00. Prior to a vote being taken Alderman Montgomery amended the motion to include contingent on contract extension with Fountain from fifteen days from the due date. Amendment to the Motion was seconded by Alderman Ryan and CARRIED UNANIMOUSLY. MOTION-AS-AMENDED CARRIED UNANIMOUSLY.

RESOLUTION ADOPTED DECLARING INTENT TO ISSUE \$400,000.00 IN GENERAL OBLIGATION BONDS FOR POLICE/COURTROOM PROJECT & RELATED FACILITIES

MOTION made by Alderman Valente and SECONDED by Alderman Montgomery to adopt that Resolution found on pages 145-149 of this Minute Book V declaring the intention of the Mayor and Board of Aldermen to issue general obligation bonds in the principal amount of \$400,000.00 for the police/courtroom project and related facilities. MOTION CARRIED UNANIMOUSLY. Proof of Publication may be found on page 150 of this Minute Book V.

SPRINGRIDGE ROAD WIDENING PROJECT AWARDED TO LOW BIDDER SOUTHWEST PAVING, INC., AND MATCHING FUNDS AUTHORIZED

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to accept the low bid of \$430,300.25 from Southwest Paving, Inc., for the Springridge Road Widening Project and to remit the required matching funds totaling \$123,711.00 divided into three equal installments of \$41,237.00 and submitted as outlined in Bill Poole's letter of February 25, 1992, as found on pages 151-152 of this Minute Book V. Copy of Bid Tabulation and Proof of Publication may be found on pages 153-154 respectively of this Minute Book V. MOTION CARRIED UNANIMOUSLY.

PLACEMENT OF TEXACO SIGN ON WARING OIL COMPANY PROPERTY ON SPRINGRIDGE ROAD DENIED

Dan Waring and Bobby Bayless of Waring Oil Company requested an additional Texaco sign at the northwest corner of their property located on Springridge Road across from Shoney's Restaurant and that the height restrictions be waived in order to allow said sign to be eighty feet in height for visibility from the Interstate so as to be competitive with surrounding businesses and further that the ten foot setback requirements on the north side of said property be waived for both Texaco signs.

Following considerable discussion, MOTION made by Alderman Valente and SECONDED by Alderman Johnson to accept the Planning and Zoning Board's recommendations denying the request for the

additional sign and waiver of height restrictions at the northwest corner of said property without prejudice so that Messrs. Ware and Bayless may if they so desire re-approach the Planning and Zoning Board to request said sign placement at the front of the property thus bringing said sign more closely in line with surrounding area signs. MOTION CARRIED UNANIMOUSLY. MOTION was then made by Alderman Valente and SECONDED by Alderman Lott to grant the ten foot setback waiver for erection of a sign on the Waring Oil property on Springridge Road. MOTION CARRIED UNANIMOUSLY.

1992 CDBG PROPOSALS FOR PROFESSIONAL SERVICES OPENED AND SELECTION COMMITTEE APPOINTED

As shown by Proof of Publication found on page 155 of this Minute Book V that sealed proposals would be received for professional services required for the initiation and implementation of the 1992 CDBG project should it be funded including that of project administrator, attorney, appraiser, review appraiser and engineer, proposals were received from the following: (1) Administrator - Sample & Associates; (2) Attorney - W. E. Spell; (3) Appraiser - Linda M. Thomas; (4) Engineer - Allen & Hoshall Limited; Anderson Engineers, P.A.; Engineering Associates, Inc.; and Continental Consultants, Inc.

MOTION made by Alderman Johnson and SECONDED by Alderman Lott to take said proposals under advisement. MOTION CARRIED UNANIMOUSLY. Said proposals are on file in the Office of the City Clerk. Mayor Smith appointed the following individuals to serve on a Selection Committee to review said proposals and bring a recommendation back to the Board for adoption: Aldermen Valente, Ferrell and Lott; City Clerk Nelson Byrd; Public Works Director Harold Alderman; and Mayor Smith.

LEADERSHIP CLINTON PLEDGES SUPPORT TO COMMUNITY

Mr. Jehu Brabham, spokesperson for Leadership Clinton, stated that Leadership Clinton is a diverse group of individuals who are interested in and committed to actively helping support, enhance, and positively promote the City of Clinton, and that they are working on a variety of information-gathering projects spanning from transportation, parks and recreation facilities, education, economic development, and City services, to community appearance and image. Leadership Clinton pledges to be a visionary, problem-solving group who will confront issues and work together through the problems to make Clinton a better place for all. NO BOARD ACTION.

MAYOR AUTHORIZED TO EXECUTE AGREEMENT WITH HIGHWAY DEPARTMENT FOR BEAUTIFICATION PURPOSES

In conjunction with the America the Beautiful Grant, MOTION made by Alderman Valente and SECONDED by Alderman Ferrell authorizing Mayor Smith to execute the agreement found on pages 156-157 of this Minute Book V between the City of Clinton and the State Highway Department for beautification and planting purposes. MOTION CARRIED UNANIMOUSLY. The public was encouraged to voice their recommendations on types, varieties of trees, flowers, locations of plantings etc., to the beautification committee composed of Carroll Arledge, Harold Alderman, Jehu Brabham, George Ewing and Dr. Valente.

LEASE AGREEMENT APPROVED FOR BMX RACETRACK FOR PERIOD OF MAY 1, 1992 - APRIL 30, 1994

MOTION made by Alderman Montgomery and SECONDED by Alderman Johnson to adopt that lease agreement found on pages 158-161 of this Minute Book V for the BMX Racetrack for a two year period from May 1, 1992 to April 30, 1994, at a total cost of \$400.00. MOTION CARRIED 7-0 with Aldermen Ferrell and Lott abstaining due to their involvement with the Optimist Club; and Aldermen Todd due to his

business handling the insurance for the school system.

SHADY SPRINGS MOBILE HOME PARK DEDICATION APPROVED

MOTION made by Alderman Lott and **SECONDED** by Alderman Valente to approve the dedication of Shady Springs sewage pump station. **MOTION CARRIED UNANIMOUSLY.** Public Works Director Alderman was directed to explore the possibility of City liability should the lift station malfunction prior to the execution of that sewage discharge agreement between Homewood Manor Enterprises and the City of Clinton. It was noted that Shady Springs Mobile Home Park is billed for sewage only at the outside user rate of one and one-half times that of inside the City as established by our water rate ordinance and in so keeping the bill is based on the volume of water consumed and the number of users. A typographical error was corrected on page 2 of said agreement, number 4, lines 4 and 5, change Southeast to Southcentral Lagoon. Said agreement may be found on pages 162-167 of this Minute Book V. Certificate of Title is on file in the Office of the City Clerk.

ADOPTION OF INTERLOCAL AGREEMENT WITH HINDS COUNTY FOR CONSTRUCTION OF SOUTH CLINTON RECREATIONAL AREA

MOTION made by Alderman Montgomery and **SECONDED** by Alderman Johnson to approve that Interlocal Agreement between the City of Clinton and Hinds County as found on pages 168-171 of this Minute Book V striking the wording "soccer fields" on page 1 of said agreement, item c, last line and change to "Parks & Recreational facilities". **MOTION CARRIED UNANIMOUSLY.**

PEBBLEBROOK SCS PROJECT AND PENDING LITIGATION TABLED UNTIL LATER IN MEETING

Acting upon advice of City Attorney Spell to discuss agenda item #13 in executive session, an eminent domain suit now in progress involving acquisition of land, said case being styled City of Clinton vs. Donna and Bobby May in special eminent domain court of the First Judicial District of Hinds County Mississippi, for purpose of discussing settlement offers, counter offers and trial strategy, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Lott to table said item until completion of other agenda items. **MOTION CARRIED UNANIMOUSLY.**

DISCUSSION OF COMPENSATION SCHEDULE FOR CITY EMPLOYEES TO BE DISCUSSED AT FIRST MEETING IN APRIL, 1992

Due to discussion of Mayoral and Director of Administration compensation under agenda items 15 and 16, Mayor Smith and City Clerk Byrd excused themselves from the Board Room at 8:50 p.m., asking that Mayor Pro Tem Jean Johnson preside during this discussion and Deputy Clerk Brooxye Sessums act on behalf of City Clerk Byrd.

During an approximate forty minute presentation and discussion period in which it was requested to (1) advance the mayoral compensation to \$42,000.00 per year and to move the Director of Administration position from that of Professional and Management Level PM10 step 6 to that of PM12 step 6 as of July 1, 1992; and (2) to authorize the Mayor and City Clerk to begin immediately between now and the new budget year either through consultants, the Mississippi Municipal Association or whatever professional help needed to revise and update the General Services and Professional and Management paycales from that which was last adopted in 1986 in order to retain and reward all City employees, Alderman Valente was requested by Board members to place his request in separate motions. **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ryan to adopt the recommendations contained in item #1 listed above. Prior to a vote being taken, **MOTION** made by Alderman Todd

and **SECONDED** by Alderman Ferrell to postpone action until the first meeting in April. **ROLL CALL VOTE:** Alderman Ryan - "aye", Alderman Ferrell - "aye", Alderman Valente - "nay", Alderman Todd - "aye", Alderman Montgomery - "nay", Alderman Lott - "aye". **MOTION CARRIED 4-2.**

At 9:30 p.m., Mayor pro tem Johnson declared a five minute recess at which time Mayor Smith and City Clerk Byrd to return to their presiding positions.

EXECUTIVE SESSION - 9:40 P.M.

MOTION made by Alderman Johnson and **SECONDED** by Alderman Lott to go into Executive Session for the purpose of considering litigation pending in the case of the City of Clinton vs. Donna and Bobby May in the Special Court of Eminent Domain in the First Judicial District of Hinds County in the matter that involves the taking of an easement for the purpose of a Soil Conservation Project. **ROLL CALL VOTE:** Alderman Ryan - "aye", Alderman Ferrell - "aye", Alderman Valente - "nay", Alderman Todd - "aye", Alderman Montgomery - "nay", Alderman Johnson - "aye", Alderman Lott - "aye". **MOTION CARRIED 5-2.**

Present for Executive Session were Mayor Smith, Aldermen Ryan, Ferrell, Valente, Todd, Montgomery, Johnson, Lott, City Attorney Spell, Public Works Director Alderman, City Clerk Byrd, and Deputy Clerk Sessums.

Following discussion of that aforementioned Pebble Brook Soil Conservation Project and pending litigation, **MOTION** made by Alderman Montgomery and **SECONDED** by Alderman Johnson to return to **OPEN SESSION** with **MOTION CARRYING UNANIMOUSLY** at 10:15 p.m.

Upon returning to open session, **MOTION** made by Alderman Montgomery to not offer any monetary amount for settlement. **MOTION DIED FOR LACK OF SECOND.**

MOTION then made by Alderman Valente and **SECONDED** by Alderman Ferrell to offer for settlement in the amount of ten percent above the City appraisal to the May's. **MOTION CARRIED 6-1** with Alderman Montgomery casting the "nay" vote.

OTHER BUSINESS

Following a question by Alderman Sharbert Lott, a discussion was held concerning drainage in and around the new Hinds County Health Department Building being constructed by Joe Sanford on Highway 80. **NO BOARD ACTION** was taken.

ADJOURNMENT - 10:30 P.M.

There being no further business to discuss, **MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Todd to Recess until March 17, 1992, 7 P.M. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 172-173 of this Minute Book V.

APPROVED:

Billy R Smith
Billy Ray Smith, Mayor

3-6-92
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

3-6-92
Date

SEAL



ANDERSON ENGINEERS, P.A.

ENGINEERS • PLANNERS

Post Office Box 254

Clinton, Mississippi 39060-0254

February 25, 1992

The Honorable Billy Ray Smith
Mayor, City of Clinton
300 Jefferson Street
P. O. Box 156
Clinton, Mississippi 39060-0156

Re: Springridge Road Widening
Project M-6932 (2)
Clinton, Mississippi

Dear Mayor Smith:

On February 7, 1992, sealed bids were opened on the above referenced project. Southwest Paving, Inc. was the low bidder with a bid in the amount of \$430,300.25. All of the bids received by the City have been reviewed by our office. By this letter we hereby recommend that the City of Clinton accept the bid submitted by Southwest Paving, Inc. The bid submitted by Southwest Paving, Inc. is \$36,423.05 less than our construction estimate. Therefore, I personally feel like the City of Clinton is getting an excellent contract price.

The Mississippi State Highway Department (MSHD) will only participate in the construction and construction engineering phases of a Federal-aid Urban System project. This is stated in the Federal-aid Urban System Manual, a copy of the pertinent sheet is attached for your review.

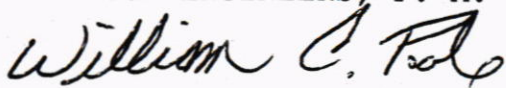
The MSHD requires that 15 percent be added to the low bidders bid, which is for construction contingencies and construction engineering. If the additional money set aside for construction contingencies is not used then it will be refunded to the City of Clinton. By adding 15 percent to the low bid of Southwest Paving, Inc. brings the total cost of the project to \$494,845.00. The City of Clinton has a matching share of 25 percent, or \$123,711.00. At least one-third of the City's matching share must be submitted to the MSHD at the same time award of the contract is made. One-third of the City's matching share is \$41,237.00. An additional one-third of the City's matching share must be submitted with the first estimate of work accomplished before any further reimbursement is made to the City in the amount of \$41,237.00. The remaining one-third, or \$41,237.00, of the matching amount must be submitted with the second reimbursement request for payment.

February 25, 1992
Page 2

Should you have any questions regarding the required payment schedule please do not hesitate to contact our office.

Sincerely,

ANDERSON ENGINEERS, P. A.



William C. Poole

Enclosures

cc: Mr. Harold Alderman
Director of Public Works
City of Clinton

Dr. Edward J. Valente'
Alderman Ward 2
City of Clinton

Mr. Nelson Byrd
City Clerk
City of Clinton

BID TABULATION

PROJECT: CITY OF CLINTON
 SPRINGRIDGE ROAD WIDENING

OWNER: CITY OF CLINTON, MS

ENGINEER: ANDERSON ENGINEERS, P.A.

BID DATE: FEBRUARY 7, 1992 2:00 P.M.
 CITY HALL, 300 JEFFERSON STREET
 CLINTON, MISSISSIPPI

<u>CONTRACTOR</u>	<u>BASE BID</u>	
APAC - MISSISSIPPI, INC. C.O.R.# 95 BID BOND	\$489,095.25	4
DICKERSON & BOWEN C.O.R.# 12 BID BOND	\$468,944.40	3
SUPERIOR ASPHALT, INC. C.O.R.# 8457 BID BOND	\$450,715.74	2
SOUTHWEST PAVING, INC. C.O.R.# 2131 BID BOND	\$430,300.25	1

This is to certify that the above bid amounts are a true and accurate tabulation of the construction bids received on this project.

BY: William C. Poole
 William C. Poole
 Anderson Engineers, P.A.

NOTICE TO BIDDERS

FEDERAL AID PROJECT NO. M-6932(2)
CITY OF CLINTON, MISSISSIPPI

SEALED WRITTEN PROPOSALS will be received by the Mayor and Board of Aldermen, City of Clinton, 300 Jefferson Street, Clinton, Mississippi until 2:00 P.M. on Feb. 7, 1992, after which time they will be publicly opened and read, for the widening of Springridge Road.

Approximate quantities are as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY
201-A	Clearing and Grubbing	LS	LS
202-A	Removal of Concrete Pipe (8 inches and above)	LF	340
202-B	Removal of Metal Pipe (8 inches and above)	LF	285
202-C	Removal of Concrete Drives and Concrete Ditch Paving	SY	1,678
202-D	Removal of Asphalt Drives	SY	430
202-E	Removal of Concrete Curb and Gutter	LF	122
202-F	Removal of Inlets (all sizes)	EA	3
203-EX(1)	Borrow Excavation (A.M.) (C.F.) (P.M.E.) (Adjustment Code S)	CY	4,000
203-W(2)	Borrow Excavation (L.V.M.) (Adjustment Code S)	CY	2,600
(1) State furnished embankment material (E.S.F.E.) is as shown on the cross section sheets as furnished by the Engineer. Quantities are for information purposes only, subject to change.			
(2) Quantity is estimated and is to be used as directed by Engineer.			
907-301-A	Plant Mix Bituminous Base Course (BB-1) (Adjustment Code SA-1)	TON	2,800
904-D	Granular Material (Class S, Group C) (L.V.M.) (Adjustment Code SV)	CY	1,837
907-403-1	Hot Bituminous Pavement Leveley Course (Type BCL) (Adjustment Code BV-1)	TON	3,100
907-403-3	Hot Bituminous Pavement Surface Course (Type SCL) (Adjustment Code BV-1)	TON	1,000
603-2	15" Reinforced Concrete Pipe, Class III (Adjustment Code S)	LF	255
603-2A	21" Reinforced Concrete Pipe, Class III (Adjustment Code S)	LF	147
603-2B	24" Reinforced Concrete Pipe, Class III (Adjustment Code S)	LF	163
603-3	15" Reinforced Concrete Flared End Sections (Adjustment Code S)	EA	1
603-3A	21" Reinforced Concrete Flared End Sections (Adjustment Code S)	EA	3
603-3B	24" Reinforced Concrete Flared End Sections (Adjustment Code S)	EA	1
603-6	23" x 36" Concrete Arch Pipe, Class III (Adjustment Code S)	LF	585
603-6A	27" x 44" Concrete Arch Pipe, Class III (Adjustment Code S)	LF	260
603-7	23" x 36" Concrete Arch Pipe Flared End Sections (Adjustment Code S)	EA	2
603-7A	27" x 44" Concrete Arch Pipe Flared End Sections (Adjustment Code S)	EA	3
907-604-A	Gratings	LS	2,750
907-604-B	Type 1 Median Inlets (24" pipe and under) (Adjustment Code S)	EA	4
907-604-C	Type 1 Median Inlets (24" - 51" pipe) (Adjustment Code S)	EA	7
608	Concrete Sidewalk (Adjustment Code S)	SY	2,885
609-D	Combination Concrete Curb and Gutter (Type 3) (Adjustment Code S)	LF	340
614	Concrete Driveway (Adjustment Code S)	SY	794
907-618	Maintenance of Traffic	LS	LS
907-619-1A	4" Thermoplastic Traffic Stripe (Skip White)	Mile	0.462
907-619-1B	4" Thermoplastic Traffic Stripe (Continuous White)	Mile	0.089
907-619-1C	4" Thermoplastic Edge Stripe (Continuous White)	Mile	0.758
907-619-1D	4" Thermoplastic Traffic Stripe (Skip Yellow)	Mile	0.462
907-619-1E	4" Thermoplastic Traffic Stripe (Continuous Yellow)	Mile	0.767
907-619-1G	4" Thermoplastic Detail Stripe (White)	LF	384
907-619-1L	Thermoplastic Legend (White)	SF	350.60
907-620-A	Mobilization	LS	LS
630-A	Standard Roadside Signs (R2-4)	SF	20
630-A1	Standard Roadside Signs (R3-7)	SF	12.90
630-A2	Standard Roadside Signs (R3-9b)	SF	18.00
630-C	Steel U-Section Posts (3P)	LF	108
02660.1	8" Ductile Iron Water Main	LF	1,550
02660.2	6" Ductile Iron Water Main	LF	48
02660.3	3/4" Copper Service	LF	135
02660.4	8" Gate Valve & Box	EA	2
02660.5	6" Gate Valve & Box	EA	2
02660.6	Relocated Fire Hydrant & Valve	EA	4
02660.7	Relocated Water Meter	EA	7
02660.8	3/4" Service Connection	EA	7
02660.9	Ductile Iron Fittings	LB	1,910
02660.10	Tie to Existing 8" Water Main	EA	3
02660.11	Tie to Existing 8" Water Main	EA	2
02660.12	8" Steel Casing	LF	80
907-02930	Seeding and Mulching	LS	LS

Any bid received after closing time will be returned unopened. This work will be done in accordance with Plans and Specifications, and Contract Documents of the City of Clinton. Copies of the Plans, Specifications, and Contract Documents may be obtained by prospective bidders from Anderson Engineers, P.A., 541 Highway 80 West, Suite B, Post Office Box 254, Clinton, Mississippi 39050 upon deposit of \$75.00, which will not be refunded. A copy of the specifications may be examined at the office of the Project Engineer, as specified above: City Hall of the City of Clinton located at 300 Jefferson Street, Clinton, Mississippi; and the AEC, ABC, and F. W. Dodge plan rooms in Jackson, Mississippi.

Each bid must be accompanied by a Bid Bond, a certified check, or cashiers' check for an amount equal to five percent (5%) of the total base bid as a guarantee.

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public for Hinds County, Mississippi,

Kim Hemphill

an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date January 9, 1992

Date January 16, 1992

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 378

Published 2 Times

Total \$ 198.56

Signed Kim Hemphill
Authorized Clerk
of The Clarion-Ledger

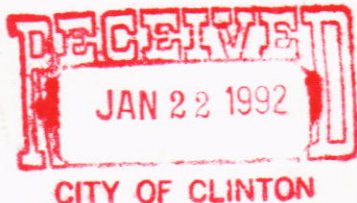
Sworn to and subscribed before me the 16th day of
January, 1992.

Janet Bodner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)



LEGAL NOTICE
CLINTON, MISSISSIPPI
REQUEST FOR
PROPOSALS

The CITY OF CLINTON, Mississippi, will accept sealed proposals from qualified firms for professional services required for the initiation and implementation of their 1992 Community Development Block Grant Project should it be funded.

The CITY OF CLINTON, is applying for funding from the Community Development Block Grant (CDBG) program. A Project Administrator, Project Attorney, Appraiser and Review Appraiser, and Project Engineer will be selected to oversee this project.

The services required for this project are:

ADMINISTRATIVE: Assist the Recipient and its agents in the general program management including accounting, required reports to HUD and the State, implementation of applicable State and Federal laws, regulations, and requirements, establishment and maintenance of filing system; and liaison between the Recipient and the State. Firms or individuals proposing to perform administrative services should submit a list of their qualifications, experience and ability.

LEGAL: Consultation services as required for the implementation of the proposed improvements as outlined in the CDBG application in accordance with State and Federal laws and regulations. Legal services shall include but not be limited to consultation services, the evaluation of all contracts and land acquisition, etc. Offerors should submit a list of their experience, qualifications, ability along with an hourly rate charged for consultation services. Other services include examination of property records related to any easements which might be required.

APPRAISAL: Consultant services shall include examination of property records related to any easements, rights-of-way, or other land purchases in regards to this CDBG project. Knowledge of federal land procurement is a necessity. An Appraiser as well as Review Appraiser will be selected. Offerors should submit a list of experience, qualifications, ability along with an hourly rate charged for services. The firm receiving the highest point total will be selected as Appraiser with the firm receiving the second highest points to be selected as Review Appraiser.

ENGINEERING: Engineering design for construction of the proposed improvements including: All design surveys, preliminary design work, final design phase, preparation of plans and specifications. Firms or individuals should submit a list of their experience, qualifications and ability.

Proposals for this project will be rated according to the following criteria:

1. **EXPERIENCE** with similar Community Development Block Grant Projects.
2. **QUALIFICATIONS**, knowledge, and technical expertise in this and similar projects.
3. **ABILITY** to perform required services in a timely manner, given current workload and staff; and
4. **COST** of proposed services for preparer, legal and appraisal work only.

Proposals are being requested in accordance with OMB Circular A-102, Attachment O, Paragraph 11 C, "Competitive Negotiations". Contracts will be awarded to the qualified bidders whose proposal is determined to be most advantageous to CLINTON, MISSISSIPPI, cost and other factors considered. The Board reserves the right to reject any and all proposals and to waive any irregularities or informalities in the proposal process.

Proposals should be sealed and properly labeled as 1992 COMMUNITY DEVELOPMENT BLOCK GRANT Project and may be delivered or mailed to: NELSON BYRD CITY CLERK, P.O. BOX 156, CLINTON, Mississippi 39056 and RECEIVED at CITY HALL, ON NORTH JEFFERSON STREET no later than 5:00 pm, March 3, 1992. The proposals will be opened at the Board's meeting and the selection committee will be appointed and make their recommendations to the full Board soon thereafter. Additional information is available upon request from Mr. Bruce Reynolds, Telephone No. 981-1511. February 13, 20, 1992

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public for Hinds County, Mississippi,

Kin Hemphill

an authorized clerk of THE CLINTON NEWS, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date February 13, 19 92

Date February 20, 19 92

Date, 19

Date, 19

Date, 19

Number of Lines 150

Published 2 Times

Total \$ 80.00

Signed Kin Hemphill
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 20th day of
February 19 92.

Janet Boath
Notary Public

My Commission Expires:
My Commission Expires Nov. 17, 1992

(Seal)

Contract and Agreement

This contract and agreement is made and entered into by and between the State Highway Commission of Mississippi, hereinafter styled the Highway Department, party the first part; and the City of Clinton, Mississippi, party of the second part.

WITNESSETH:

WHEREAS, the City of Clinton is desirous of making certain improvements to the aesthetic beauty of that section of Interstate 20 lying within the corporate limits of Clinton, the two Interstate 20 interchanges, and that section of U.S. Highway 80 lying within the corporate limits of Clinton; and

WHEREAS, said improvements are to include mowing at a frequency greater than that which the Highway Department presently mows, and the planting of shrubs, bushes, flowers, small decorative trees, and/or other types of flora; and

WHEREAS, in order to accommodate the city's request, the City of Clinton and the State Highway Department agree to the following:

The Highway Department shall:

1. Retain the right to perform necessary maintenance and/or construction within the limits desired to meet traffic needs as determined by the Highway department.
2. Reserve the right to approve all permits for ingress and egress and other uses of highway right-of-way other than those specifically granted to the city of Clinton herein.

The City of Clinton shall:

1. Advise the Highway Department, Fifth District Maintenance Engineer of their proposal to plant flowers, shrubs, bushes, trees, etc., and gain approval therefore prior to initiating any planting. Said approval will be for the type plants to be planted and for the locations of such planting.
2. Provide necessary signing in accordance with the Manual of Uniform Traffic Control Devices to cover each operation when performed on Interstate 20. Interstate 20 Interchanges and U.S. Highway 80 lying within the corporate limits of the City of Clinton.
3. Provide the necessary funding to cover the cost of equipment, plants, labor, etc., to accomplish that aesthetic appearance which they desire.

4. Provide the necessary police protection in and around the work sites to ensure the safety of the laborers and the traveling public.
5. Provide the necessary insurance to cover injuries, damage to property or vehicles incurred during the time they are working within the rights-of-ways of said highways, and save the Mississippi State Highway Commission harmless of same; and

NOW THEREFORE, it is hereby agreed that the Mississippi State Highway Commission grants permission to the City of Clinton to perform mowing, and maintenance functions, within the limits described in accordance with the provisions listed above.

This contract may be canceled by either party only after the other party has been notified of the reason for cancellation. Said notification must be a minimum of thirty (30) days prior to the expected date of cancellation. The term of this Contract and Agreement is to be continuous until one or the other party determines cancellation is necessary, at which time a thirty day notice must be sent to the other party as required.

This agreement is executed in duplicate originals on the 3rd day of March, 1992, and recorded in Highway Department Minute Book _____, Page _____.

Mississippi State Highway Department

City of Clinton

Deputy Director

Billy R Smith
Mayor

ATTEST:

ATTEST:

Nelson Byrd

LEASE AGREEMENT

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

1. For and in consideration of the sum of Four Hundred and No/100 Dollars (\$400.00) and other valuable consideration herein recited the Trustees do hereby lease and let unto the City the following described lands in the First Judicial District of Hinds County, Mississippi; to-wit:

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

2. The term of this lease shall be for a period of two years beginning on the 1st day of May, 1992, and ending on the 30th day of April, 1994; and the lease rental shall be paid with the execution of this lease.

3. The use of the leased premises is limited to utilization thereof for recreational purposes. It is expressly understood and agreed that the City contemplates the sub-leasing and assignment of the leased premises to a civic club or association which proposes to develop an area for use by the youth of the City of Clinton as a track for non-motorized bicycle or tricycle riding by said youth. As a further consideration for this lease of lands, the City will protect, indemnify and hold harmless the Trustees and the Clinton Public School District from all loss and/or expense arising out of any claim, real and/or imagined, for personal injury and damages or for property loss occasioned or alleged to have been occasioned by the use of said lands; and in furtherance thereof will place, or caused to be placed by a sub-lessee of the described premises, in force and effect a policy or policies of insurance in

the principal amount of One Million Dollars (\$1,000,000.00) to insure the operation and/or operators of the recreational facility herein described against loss as described; and, further shall require said club or association to enter into such an agreement to hold the Trustees and the Clinton Public School District harmless from loss and expense as aforesaid.

4. It is covenanted understood that the use of motorized bicycles, tricycles and/or other equipment or vehicles upon the recreational facilities; except in the ordinary course of construction, repair and/or maintenance of said facility by the City or its sub-lessee, their agents, servants and employees; shall be expressly prohibited; and, that in the event or occurrence of the use of said leased premises in a manner prohibited or not herein expressly authorized shall, at the option of the Trustees, cause this lease to be terminated and all rentals forfeited.

5. It is covenanted and agreed that the City and/or its sub-lessee shall at the expiration of this lease cause the leased premises to be returned to and placed in the condition it is as of the date of the execution of this lease in that such facilities and tract described above shall be removed; together with all buildings and other structures placed thereon by the City and/or its sub-lessee. The Trustees, however, at their option, may permit and allow such of the facilities, buildings and structures as they may designate in writing to remain in place.

6. Specifically reserving and excepted from this lease is all merchantable timber now, and during the term hereof, being situated on said land and any and every interest in oils, gases and other minerals that may be in or under said land, with full right in the Board of Trustees to sell said timber, and to lease such oil, gas mineral rights to any other, as provided by law without breach of any right of City and/or its sub-lessee hereunder.

7. City and/or its sub-lessee shall not cause or suffer damage to any improvements situated upon said property, shall reasonably maintain same, and shall not sell any firewood, posts or other timber from said land, not permit same to be removed nor shall any improvements be removed from said land.

8. The Board of Trustees reserves the right to grant or sell rights of way across any of said land for a road, highway, railroad or any public utili-

ty line, provided only that the City and/or its sub-lessee be paid a reasonable rental for the unexpired term of this lease by the grantee of such right of way.

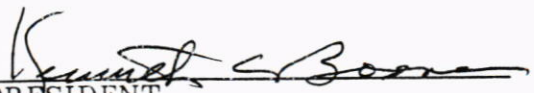
9. City and/or its sub-lessee accepts said lease upon all of said terms and conditions, and faithfully agrees to be bound thereby, in spirit and in letter.

10. If the whole or any part of the property leased shall be taken by any political subdivision or other authority so authorized for any public use, then the lease shall terminate, (but if only a part of the land is taken; at the election of the City and/or its sub-lessee) from the time when possession of the whole or part thereof so taken shall be paid up to that time; and the City and/or its sub-lessee, whether it elects that the lease terminate or not, shall not claim or be entitled to any part of the award to be made for damages for such public taking for public use; and such taking shall not be deemed to be a breach of any covenant, express or implied by the Trustees.

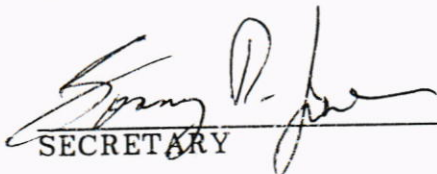
11. The demised premises are the property of the Clinton Public School District but are not sixteenth section or lieu land as defined in Section 29-3-1 et seq. MCA 1972, as amended; and are not subject to the provisions thereof.

Adopted and executed pursuant to Resolution spread upon the Minutes of the regular meeting of the Board of Trustees of the Clinton Public School District held on the 11th day of February, 1992, and executed in duplicate on this the 11th day of February, 1992.

BOARD OF TRUSTEES
CLINTON PUBLIC SCHOOL DISTRICT

BY: 
PRESIDENT

ATTEST:


SECRETARY


SUPERINTENDENT OF SCHOOLS

STATE OF MISSISSIPPI
COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the County and State aforesaid, this day personally appeared the within named Kenneth Boone, Sonny Jones, and Virgil F. Belue who acknowledged that as President, Secretary and Superintendent of Schools, respectively, and pursuant to the authority granted unto them on behalf of and by authority of Board of Trustees of Clinton Public School District they signed, sealed and delivered the foregoing lease agreement on the day and year therein named, as the free and voluntary act of the said Board of Trustees.

GIVEN under my hand and seal on this the 11th day of February, 1992.

Sharon D. Taylor
NOTARY PUBLIC

My Commission Expires:

My Commission Expires June 12, 1995

The terms of this lease agreement are accepted by the City of Clinton, Mississippi, pursuant to Resolution adopted and spread upon the Minutes of the Meeting of the Mayor and Board of Aldermen at their regular meeting held on the 3rd day of March, 1992.

Nelson Byrd
CITY CLERK

PASTE AD HERE

SEALED PROPOSALS FOR THE CONSTRUCTION OF: CLINTON POLICE DEPARTMENT AND COURT ROOM FACILITY CLINTON, MISSISSIPPI will be received in the office of The City Clerk of the City of Clinton, Mississippi at 300 Jefferson Street, until 2:00 p.m. CST, on January 30, 1992 and immediately thereafter will be opened and read. The owner reserves the right to reject any or all bids and to waive any informalities or technicalities therein. THE WORK TO BE DONE CONSISTS OF: A New Police Department, Court Room, City Offices, Detention Area approximately 11,000 square feet. Work will include concrete foundation, masonry building, and associated plumbing, mechanical and electrical systems. DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED FROM: USRY ARCHITECTS, P.A. P.O. Box 2205 CLINTON, MISSISSIPPI (601) 924-6301 for a NON-REFUNDABLE deposit of \$100.00 per set. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of 5% of the total bid price, as a guarantee that if the bid is accepted, the Bidder will enter into a contract and execute the Performance and Payment Bonds within the time specified. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract, issued by a Surety Company licensed to operate in the State of Mississippi. Each bidder shall have a Certificate of Responsibility to bid on contracts where the bid price exceeds \$100,000.00, as required by the laws of the State of Mississippi. Each bidder shall show on the outside of a sealed envelope containing his bid and his current Certificate of Responsibility number, or if applicable, a statement certifying that the bid price does not exceed \$100,000. No bidder may withdraw his bid for a period of sixty (60) days after date of actual bid opening, without the Owner's consent. /s/ Billy R. Smith, Mayor /s/ Nelson Byrd, City Clerk December 10, 17, 31, 1991

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public for Hinds County, Mississippi,

Kimberly Dixon,

an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date December 10, 19 91

Date December 17, 19 91

Date December 31, 19 91

Date _____, 19 _____

Date _____, 19 _____

Number of Lines 81

Published 3 Times

Total \$ 60.32

Signed Kimberly Dixon
Authorized Clerk
of The Clarion-Ledger

Sworn to and subscribed before me the 31st day of
December, 19 91.

Jan Boatner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

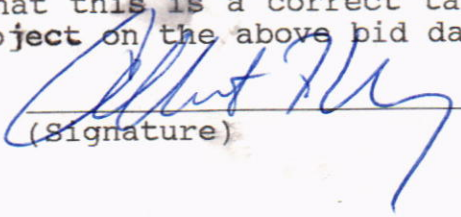
(Seal)

BID TABULATION
CITY OF CLINTON
POLICE STATION/COURT ROOM FACILITY
CLINTON, MISSISSIPPI

January 30, 1992; 2:00 p.m. - City of Clinton, 300 Jefferson St.,
City Clerk's Office.

<u>Contractor</u>	<u>Base Bid</u>	<u>(-) Alternate</u>
<u>FOUNTAIN CONST.</u>	<u>\$ 975,700</u>	<u>\$ 6,400</u>
<u>Cert. Resp. 1484</u>		<u>\$ 21,000</u>
<u>Bid Security USF&G</u>		<u>\$ 14,733</u>
<u>Days:___</u>		<u>\$ 17,000</u>
 <u>COLEMAN HAMMONS CONST.</u>	 <u>\$ 998,000</u>	 <u>\$ 5,000</u>
<u>Cert. Resp. 05182</u>		<u>\$ 21,000</u>
<u>Bid Security FID & GUR. INS</u>		<u>\$ 17,000</u>
<u>Days:___</u>		<u>\$ 16,000</u>
 <u>BAR-CON</u>	 <u>\$1,002,000</u>	 <u>\$ 5,080</u>
<u>Cert. Resp. 4883</u>		<u>\$ 22,400</u>
<u>Bid Security USF&G</u>		<u>\$ 16,900</u>
<u>Days:___</u>		<u>\$ 17,200</u>
 <u>DICKERSON CONST.</u>	 <u>\$1,004,500</u>	 <u>\$ 9,500</u>
<u>Cert. Resp. 3890</u>		<u>\$ 20,000</u>
<u>Bid Security USF&G</u>		<u>\$ 16,500</u>
<u>Days:___</u>		<u>\$ 18,000</u>
 <u>BELK CONST.</u>	 <u>\$1,017,000</u>	 <u>\$ 8,000</u>
<u>Cert. Resp. 3300</u>		<u>\$ 24,000</u>
<u>Bid Security USF&G</u>		<u>\$ 17,000</u>
<u>Days:___</u>		<u>\$ 17,000</u>
 <u>EVAN JOHNSON & SONS</u>	 <u>\$1,019,000</u>	 <u>\$ 6,400</u>
<u>Cert. Resp. 03983</u>		<u>\$ 18,000</u>
<u>Bid Security CONT. INSR.</u>		<u>\$ 14,733</u>
<u>Days:___</u>		<u>\$ 15,500</u>
 <u>HAROLD WEST CONTRACTORS</u>	 <u>\$1,066,200</u>	 <u>\$ 6,400</u>
<u>Cert. Resp. 3062</u>		<u>\$ 14,000</u>
<u>Bid Security FID & DEP. CO</u>		<u>\$ 16,000</u>
<u>Days:___</u>		<u>\$ 15,500</u>
 <u>J & J CONT.</u>	 <u>\$1,114,187</u>	 <u>\$ 4,836</u>
<u>Cert. Resp. 6933</u>		<u>\$ 8,738</u>
<u>Bid Security USF&G</u>		<u>\$ 17,864</u>
<u>Days:___</u>		<u>\$ 21,550</u>

I certify that this is a correct tabulation of all bids received
for this project on the above bid date.


(Signature)

1-31-92
(Date)

The Mayor and the Board of Aldermen took up for consideration the matter of the issuance of general obligation bonds of the City of Clinton for certain public improvements, and following a discussion of the matter, Alderman Montgomery offered and moved the adoption of the following resolution, which motion was seconded by Alderman Todd :

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING, IMPROVING, FURNISHING AND EQUIPPING CAPITAL IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO A POLICE STATION/MUNICIPAL COURTROOM, AN ADJACENT PARKING LOT, AND RELATED FACILITIES WITHIN THE CITY OF CLINTON, PERFORMING RELATED CONSTRUCTION AND WORK TO EFFECTUATE THE PROJECT, AND PAYING THE COST OF SUCH BORROWING, AT A TOTAL PROJECT COST ESTIMATED TO BE APPROXIMATELY EQUAL TO THE MAXIMUM PRINCIPAL AMOUNT OF THE BONDS AUTHORIZED HEREIN; ADJUDICATING NO FUNDS ARE AVAILABLE TO THE CITY OF CLINTON, MISSISSIPPI FOR SUCH PURPOSES; ORDERING SAID RESOLUTION TO BE PUBLISHED; AND SETTING THE DATE UPON WHICH THE MAYOR AND BOARD OF ALDERMEN ARE TO TAKE FINAL ACTION UPON THE QUESTION OF AUTHORIZING THE ISSUANCE OF SAID BONDS.

WHEREAS, the Mayor and the Board of Aldermen (the "Governing Authority") of the City of Clinton, Mississippi (the "Municipality"), acting for and on behalf of the Municipality does hereby find, determine, adjudicate, and declare as follows:

1. That it is necessary and advisable and in the best public interest of the Municipality and its inhabitants to issue, under the authority contained in Sections 21-33-301 through 21-33-329 (the "Act") of the Mississippi Code of 1972, as amended, (the

"Code") general obligation bonds of the Municipality in the maximum principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000) to raise money for and toward the Project, as defined herein;

2. That no other funds are available with which to pay the costs of the Project, as defined herein;

3. That the assessed value of all taxable property within the Municipality, according to the last completed assessment for taxation, is \$81,582,000; that the assessment upon which taxes were levied for its fiscal year ending September 30, 1984, was \$70,399,087.00; that the Municipality presently has outstanding bonded indebtedness subject to the fifteen percent (15%) or ten percent (10%) debt limit prescribed by Section 21-33-303 of the Code, in the amount of \$2,628,000 and outstanding bonded and floating indebtedness subject to the twenty percent (20%) or fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the Code (which amount includes the sum set forth above subject to the fifteen percent (15%) or ten percent (10%) debt limit), in the amount of \$2,628,000; that the issuance of the bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality will not result in: (a) bonded indebtedness of the Municipality, exclusive of indebtedness not subject to the aforesaid debt limits, in excess of either fifteen percent (15%) of the assessed value of taxable property within the Municipality according to the last completed assessment for taxation, or ten percent (10%) of the assessment upon which taxes

were levied for its fiscal year ending September 30, 1984, whichever is greater, or (b) bonded and floating indebtedness, exclusive of indebtedness not subject to the aforesaid debt limits, in excess of either twenty percent (20%) of the assessed value of all taxable property within such Municipality according to the last completed assessment for taxation, or fifteen percent (15%) of the assessment upon which taxes were levied for its fiscal year ending September 30, 1984, whichever is greater; and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality; and

4. That any machinery and equipment proposed to be purchased with a part of the proceeds of the bonds shall have an expected useful life in excess of ten (10) years, provided, however, that machinery and equipment proposed to be purchased hereunder shall not include motor vehicles weighing less than 12,000 pounds; and

5. That the purposes for which the proposed bonds are to be issued as herein set forth in this resolution are purposes authorized by the Act, and that the Governing Authority is authorized and required to declare the necessity and its intention of borrowing money and issuing the bonds of the District as evidence of the same.

NOW, THEREFORE, be it resolved by the Mayor and the Board of Aldermen of the City of Clinton, Mississippi:

SECTION 1. That the Governing Authority does hereby find, determine and adjudicate that the foregoing premises are true and correct.

SECTION 2. That the Governing Authority does hereby declare its intention to issue general obligation bonds of the Municipality, under the provisions of the Act, in the maximum principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000) (the "Bonds") to raise money for the purpose of paying the costs of constructing, improving and equipping capital improvements, including a police station\municipal courtroom, an adjacent parking lot, and related facilities within the City of Clinton, performing construction and work necessary or reasonably desirable to effectuate the project, and paying the costs of such borrowing, at a total project cost estimated to be approximately equal to the maximum principal amount of the bonds authorized herein (the "Project").

SECTION 3. That unless a petition signed by the lesser of 10% or fifteen hundred (1,500) of the qualified electors of said City, requesting that an election be called on the question of issuing said bonds, is filed prior to 7:30 a.m. on March 27, 1992, at the office of the City Clerk of the City of Clinton or the meeting of the Board of Aldermen scheduled for 7:30 a.m. on March 27, 1992, at the City Hall, 300 Jefferson Street, in Clinton, Mississippi, final approval of the issuance of said bonds and authority for the issuance of said bonds shall be given by the Governing Authority at the aforesaid meeting.

SECTION 4. That the City Clerk of the Municipality be and is hereby authorized and directed to cause this resolution as adopted to be published in the Clinton News, a newspaper published in the

City of Clinton, Mississippi, and qualified under the provisions of Section 13-3-31 of the Mississippi Code of 1972, as amended. Said resolution shall be published once a week for three consecutive weeks, with the first publication thereof to be made not less than 21 days prior March 27, 1992, on which date the Governing Authority will take final action on the question of issuance of said bonds.

Following the reading of the foregoing resolution, the question being put to a roll call vote, the result was as follows:

Alderman O. C. George Ferrell	Voted: <u>AYE</u>
Alderman Edward J. Valente	Voted: <u>AYE</u>
Alderman Ben Todd	Voted: <u>AYE</u>
Alderman Keith N. Montgomery	Voted: <u>AYE</u>
Alderman Jean W. Johnson	Voted: <u>AYE</u>
Alderman Sharbert K. Lott	Voted: <u>AYE</u>
Alderman-at-Large Willard A. Ryan	Voted: <u>AYE</u>

The resolution having received the affirmative vote of a majority of the members, the Mayor declared the resolution adopted on this the 3rd day of March, 1992.

THE CITY OF CLINTON, MISSISSIPPI

Billy R. Smith

Billy Ray Smith, Mayor

ATTEST:

Nelson Byrd
City Clerk

PASTE AD HERE

110

Clinton
legals

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING IMPROVING FURNISHING AND EQUIPPING CAPITAL IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO A POLICE STATION/MUNICIPAL COURTROOM, AN ADJACENT PARKING LOT AND RELATED FACILITIES WITHIN THE CITY OF CLINTON, PERFORMING RELATED CONSTRUCTION AND WORK TO EFFECTUATE THE PROJECT AND PAYING THE COST OF SUCH BORROWING, AT A TOTAL PROJECT COST ESTIMATED TO BE APPROXIMATELY EQUAL TO THE MAXIMUM PRINCIPAL AMOUNT OF THE BONDS AUTHORIZED HEREIN; ADJUDICATING NO FUNDS ARE AVAILABLE TO THE CITY OF CLINTON, MISSISSIPPI FOR SUCH PURPOSES; ORDERING SAID RESOLUTION TO BE PUBLISHED; AND SETTING THE DATE UPON WHICH THE MAYOR AND BOARD OF ALDERMEN ARE TO TAKE FINAL ACTION UPON THE QUESTION OF AUTHORIZING THE ISSUANCE OF SAID BONDS.

WHEREAS, the Mayor and the Board of Aldermen (the "Governing Authority") of the City of Clinton, Mississippi (the "Municipality"), acting for and on behalf of the Municipality does hereby find, determine, adjudicate, and declare as follows:

1. That it is necessary and advisable and in the best public interest of the Municipality and its inhabitants to issue, under the authority contained in Sections 21-33-301 through 21-33-329 (the "Act") of the Mississippi Code of 1972, as amended, (the "Code") general obligation bonds of the Municipality in the maximum principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000) to raise money for and toward the Project, as defined herein;

2. That no other funds are available with which to pay the costs of the Project, as defined herein;

3. That the assessed value of all taxable property within the Municipality, according to the last completed assessment for taxation, is \$81,582,000; that the assessment upon which taxes were levied for its fiscal year ending September 30, 1984, was \$70,399,087.00; that the Municipality presently has outstanding bonded indebtedness subject to the fifteen percent (15%) or ten percent (10%) debt limit prescribed by Section 21-33-303 of the Code, in the amount of \$2,628,000 and outstanding bonded and floating indebtedness subject to the twenty percent (20%) or fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the Code (which amount includes the sum set forth above subject to the fifteen percent (15%) or ten percent (10%) debt limit), in the amount of \$2,628,000; that the issuance of the bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality will not result in: (a) bonded indebtedness of the Municipality, exclusive of indebtedness not subject to the aforesaid debt limits, in excess of either fifteen percent (15%) of the assessed value of taxable property within the Municipality according to the last completed assessment for taxation, or ten percent (10%) of the assessment upon which taxes were levied for its fiscal year ending September 30, 1984, whichever is greater, or (b) bonded and floating

indebtedness, exclusive of aforesaid debt limits, in excess of either twenty percent (20%) of the assessed value of all taxable property within such Municipality according to the last completed assessment for taxation, or fifteen percent (15%) of the assessment upon which taxes were levied for its fiscal year ending September 30, 1984, whichever is greater; and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality; and

4. That any machinery and equipment proposed to be purchased with a part of the proceeds of the bonds shall have an expected useful life in excess of ten (10) years, provided, however, the machinery and equipment proposed to be purchased hereunder shall not include motor vehicles weighing less than 12,000 pounds; and

5. That the purposes for which the proposed bonds are to be issued as herein set forth in this resolution are purposes authorized by the Act, and that the Governing Authority is authorized and required to declare the necessity and its intention of borrowing money and issuing the bonds of the District as evidence of the same.

NOW, THEREFORE, be it resolved by the Mayor and the Board of Aldermen of the City of Clinton, Mississippi.

SECTION 1. That the Governing Authority does hereby find, determine and adjudicate that the foregoing premises are true and correct.

SECTION 2. That the Governing Authority does hereby declare its intention to issue general obligation bonds of the Municipality, under the provisions of the Act, in the maximum principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000) (the "Bonds") to raise money for the purpose of paying the costs of constructing, improving and equipping capital improvements, including a police station/municipal courtroom, an adjacent parking lot, and related facilities within the City of Clinton, performing construction and work necessary or reasonably desirable to effectuate the project, and paying the costs of such borrowing, at a total project cost estimated to be approximately equal to the maximum principal amount of the bonds authorized herein (the "Project").

SECTION 3. That unless a petition signed by the lesser of 10% or fifteen hundred (1,500) of the qualified electors of said City, requesting that an election be called on the question of issuing said bonds, is filed prior to 7:30 a.m. on March 27, 1992, at the office of the City Clerk of the City of Clinton or at the meeting of the Board of Aldermen scheduled for 7:30 a.m. on March 27, 1992, at the City Hall, 300 Jefferson Street, in Clinton, Mississippi, final approval of the issuance of said bonds and authority for the issuance of said bonds shall be given by the Governing Authority at the aforesaid meeting.

SECTION 4. That the City Clerk of the Municipality be and is hereby authorized and directed to cause this resolution as adopted to be published in the Clinton News, a newspaper published in the City of Clinton, Mississippi, and qualified under the provisions of Section 13-3-31 of the Mississippi Code of 1972, as amended. Said resolution shall be published once a week for three consecutive weeks, with the first publication thereof to be made not less than 21 days prior to March 27, 1992, on which date the Governing Authority will take final action on the question of issuance of said bonds.

Following the reading of the foregoing resolution, the question being put to a roll call vote, and having received the affirmative vote of a majority of the members, the Mayor declared the resolution adopted on this the 3rd day of March, 1992.

THE CITY OF CLINTON, MISSISSIPPI
/s/ Billy Ray Smith
Billy Ray Smith, Mayor

ATTEST:
/s/ Nelson Byrd
City Clerk
March 5, 12, 19, 26, 1992

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public for Hinds County, Mississippi,

Kin Hemphill,

an authorized clerk of THE CLINTON NEWS, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date March 5, 19 92

Date March 12, 19 92

Date March 19, 19 92

Date March 26, 19 92

Date _____, 19 _____

Number of Lines 272

Published 4 Times

Total \$ 254.24

Signed Kin Hemphill
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 26th day of
March 19 92

James Beath
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public for Hinds County, Mississippi,

Due to typing error the times listed as pm in Section 3. of bond notice published March 5, 1992 should have been am. We regret any inconvenience due to this error.

Kim Hemphill

an authorized clerk of THE CLINTON NEWS, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date March 12, 19 92

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Number of Lines 6

Published 1 Times

Total \$ no charge

Signed Kim Hemphill
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 12th day of
March 19 92

James Bratton
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

SEWAGE DISCHARGE AGREEMENT

THIS AGREEMENT is made and entered into by and between Homewood Manor Enterprises, L.P., a Mississippi limited partnership ("Homewood"), and the City of Clinton, Mississippi, a municipality ("Clinton").

WHEREAS, Homewood has conveyed the sewer pumping station located on the property described on Exhibit "A," which is attached hereto and incorporated herein by reference, including all improvements related thereto (the "Lift Station"), to Clinton for use by Clinton in providing sewage service; and

WHEREAS, Clinton has obtained an easement from the Lift Station to the sewer lagoon operated and maintained by Clinton in providing sewage service.

NOW, THEREFORE, in consideration of the premises and other good and valid considerations, the receipt and sufficiency of which are hereby acknowledged, Homewood and Clinton agree as follows:

1. Homewood, and its successors and assigns, shall be permitted to discharge domestic wastewater sewage into the sewage disposal system operated and maintained by Clinton, and its successors and assigns (the "Sewage System"), from Shady Springs Mobile Home Park, which is located on the property described on Exhibit "B," which is attached hereto and incorporated herein by reference (the "Property"), and any other improvements developed on the Property in the future.

2. Homewood, and its successors and assigns, shall pay to Clinton, and its successors and assigns, sewage discharge fees for the privilege of discharging domestic wastewater sewage from the Property into the Sewage System at a rate equal to one and one-half times the rate set from time to time by the governing authority of Clinton for sewage collection inside the city limits of the City of Clinton, Mississippi.

3. The term of this Agreement shall be for a period of fifteen (15) years from the date of its execution. Homewood may assign its interest in this Agreement only with the approval of Clinton, which approval shall not be unreasonably withheld. Clinton may assign its interest in this Agreement to any governmental entity or other party assuming the ownership and/or operation of the Sewage System. The provisions of this Agreement shall inure to the benefit of, and be binding upon, each party hereto, and their respective successors and permitted assigns, including, but not limited to, all subsequent owners and/or operators of the Sewage System.

MTD:01600MTD (313/76641)

10/11 4. Quantity Limitation. The quantity or volume of domestic wastewater sewage permitted to be placed in the Sewage System under this Agreement shall not exceed the capacity of Clinton's Southeast Lagoon to receive and process such sewage after receiving sewage placed in the Southeast Lagoon by Clinton from its sewage collection system. ~~XX~~ Center

5. It is further agreed by Homewood and Clinton as follows:

(a) Entire Agreement. This Agreement constitutes the entire agreement between Homewood and Clinton for the purposes stated herein, and no other covenants, agreements, understandings, warranties, or representations exist between Homewood and Clinton. No presumption shall be deemed to exist in favor of or against Homewood or Clinton as a result of the negotiation and preparation of this Agreement.

(b) Modification. Neither this Agreement, nor any provision hereof, shall be waived, modified, amended, discharged, or terminated, except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

(c) Attorney's Fees. In the event any litigation between the parties hereto with respect to any rights or obligations hereunder, the unsuccessful party to any such litigation shall pay to the successful party therein all costs, expenses and reasonable attorney's fees (including all reasonable attorney's fees and court costs and other expenses at trial and appellate levels) incurred therein by such successful party, which costs, expenses and reasonable attorney's fees shall be included in, and as a part of, any judgment rendered or settlement in such litigation.

(d) Counterparts. This Agreement is executed in duplicate originals, each of which shall constitute one and the same instrument.

(e) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this the 3rd day of March, 1992.

HOMWOOD MANOR ENTERPRISES, L.P.,
a Mississippi limited partnership

By: 

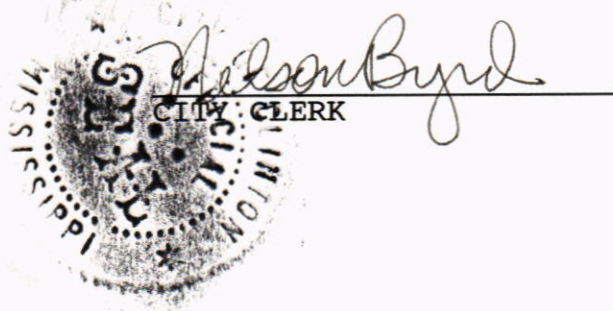
GENERAL PARTNER

ATTEST:

CITY OF CLINTON, MISSISSIPPI,
a Municipality

By: 

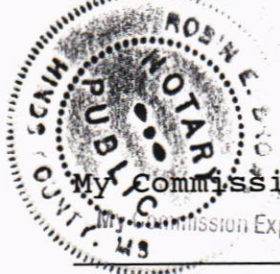
MAYOR



STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of February, 1992, within my jurisdiction, the within named Joe T. Scott, duly identified before me, who acknowledged that he is general partner of Homewood Manor Enterprises, L.P., a Mississippi limited partnership, and that for and on behalf of said limited partnership, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.



My Commission Expires:

My Commission Expires March 22, 1994

(Affix official seal)

Robin E. Brown
Notary Public

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of April, 1992, within my jurisdiction, the within named Billy R. Smith and Nelson Byrd, duly identified before me, who acknowledged that they are Mayor and City Clerk, respectively, of the City of Clinton, a municipality, and that for and on behalf of said municipality, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

Christine E. Walls
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 24, 1994

(Affix official seal)



EXHIBIT "A"

DESCRIPTION OF THE LIFT STATION

A parcel of land lying and being situated in the East Half of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the centerline of Springridge Road with the centerline of East North McRaven Road, run South 64 degrees 04 minutes 00 seconds East along the said Centerline of East McRaven Road for a distance of 822.00 feet to a point; thence run South 26 degrees 27 minutes 00 seconds West for a distance of 23.02 feet to an iron pin on the South right-of-way line of said East North McRaven Road; thence run South 63 degrees 24 minutes 49 seconds East along said South right-of-way line for a distance of 508.93 feet to a nail in a fence post; said point being the Point of Beginning of the parcel herein described; thence run South 00 degrees 29 minutes 10 seconds West for a distance of 20 feet; thence run North 63 degrees 24 minutes 49 seconds West for a distance of 30.00 feet; thence run North 00 degrees 29 minutes 10 seconds East for a distance of 20.00 feet; thence run South 63 degrees 24 minutes 49 seconds East for a distance of 30.00 feet to the Point of Beginning and containing .0123 acres, more or less.

EXHIBIT "B"

DESCRIPTION OF THE PROPERTY

A parcel of land lying and being situated in the East Half of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the centerline of Springridge Road with the centerline of East North McRaven Road, run S 64°04'00" E along the said centerline of East McRaven Road for a distance of 822.00 feet to a point; thence run S 26°27'00" W for a distance of 23.02 feet to an iron pin on the south right-of-way line of said East North McRaven Road, being the Point of Beginning; thence run S 63°24'49" E along said south right-of-way line for a distance of 508.93 feet to a nail in fence post; thence run S 00°29'10" W for a distance of 663.39 feet to a 2-inch iron pipe; thence run S 00°28'43" W for a distance of 827.03 feet to a point on an existing fenceline and an iron pin; thence run N 88°45'12" W along a wire fence for a distance of 453.65 feet to an iron pin; thence run N 00°01'50" W for a distance of 566.82 feet to a nail in fence post; thence run N 00°33'55" E for a distance of 1,141.50 feet to the Point of Beginning, containing 16.79 acres, more or less.

LESS AND EXCEPT:

A parcel of land lying and being situated in the East Half of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the centerline of Springridge Road with the centerline of East North McRaven Road, run South 64 degrees 04 minutes 00 seconds East along the said Centerline of East McRaven Road for a distance of 822.00 feet to a point; thence run South 26 degrees 27 minutes 00 seconds West for a distance of 23.02 feet to an iron pin on the South right-of-way line of said East North McRaven Road; thence run South 63 degrees 24 minutes 49 seconds East along said South right-of-way line for a distance of 508.93 feet to a nail in a fence post; said point being the Point of Beginning of the parcel herein described; thence run South 00 degrees 29 minutes 10 seconds West for a distance of 20 feet; thence run North 63 degrees 24 minutes 49 seconds West for a distance of 30.00 feet; thence run North 00 degrees 29 minutes 10 seconds East for a distance of 20.00 feet; thence run South 63 degrees 24 minutes 49 seconds East for a distance of 30.00 feet to the Point of Beginning and containing .0123 acres, more or less.

INTERLOCAL COOPERATION AGREEMENT
HINDS COUNTY, MISSISSIPPI AND CITY OF CLINTON, MISSISSIPPI
(Interlocal Cooperation Act of 1974)

MAY - 4 1992

In Re: Construction of South Clinton Recreation Area

This Agreement is entered into on the date shown at the end of this instrument by and between Hinds County, 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 Section 17-13-1 et seq., Mississippi Code of 1972, 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 Section 17-13-1 et seq., Mississippi Code of 1972, 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 of a recreation area in Hinds County, Mississippi. Located on Springridge Road at the following legal description and address on property owned by Hinds County:

Commence at the Southwest 1/4, Section 5, Township 5 North, Range 1 West and East of Spring Ridge Road to a point, run thence in a Northeasterly direction a distance of 580.4 feet; thence run due East a distance of 225 feet to a point, said point being the point of beginning of property herein described; run thence due East a distance of 815 feet; thence run due South a distance of 580 feet, thence run due West a distance of 871 feet, thence run due North a distance of 580.2 feet to the point of beginning, and the end of this description.

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

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

MAY - 4 1992

(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 Park.

(e) The dollar amount of work to be performed for the City of Clinton by Hinds County shall not be in excess of \$50,000.00.

(f) The City of Clinton agrees to lease said recreation area for \$1.00 per year for an initial period of twenty (20) years with the option to renew lease. On abandonment, the City of Clinton will assume all liabilities and ownership of the remaining improvements.

(g) 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 shall be responsible 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 May 31, 1993.

V. ENFORCEABILITY

(a) The County and City understands 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.

MAY - 4 1992

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

CITY OF CLINTON, MISSISSIPPI

by: Billy R Smith
Billy Ray Smith, Mayor

THIS, the 3rd day of March, 1992.

ATTEST:

NELSON BYRD, CLERK
CITY OF CLINTON

by: Nelson Byrd

HINDS COUNTY, MISSISSIPPI

Barry Vickery
BARRY VICKERY, PRESIDENT
Hinds County Board of Supervisors

THIS, the 30th day of March, 1992.

ATTEST:

Alice James
Alice James, CHANCERY CLERK
HINDS COUNTY, MISSISSIPPI

by: Lonnie R. Leland DC

STATE OF MISSISSIPPI
COUNTY OF HINDS

MAY - 4 1992

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, BILLY RAY SMITH, and NELSON BYRD, who acknowledge 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 March, 1992.

Christine E. Walls
NOTARY PUBLIC

(SEAL)

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 above mentioned, Barry Vickery and Alice 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 so to do.

GIVEN under my hand and official seal on this the 30th day of March, 1992.

Winnie Dilmore
NOTARY PUBLIC

(SEAL)
My Commission Expires:

July 25, 1994

STATE OF MISSISSIPPI



OFFICE OF THE ATTORNEY GENERAL
TELEFAX NUMBER (601) 359-3796
CARROLL GARTIN JUSTICE BUILDING
POST OFFICE BOX 220
JACKSON, MISSISSIPPI 39205-0220
TELEPHONE (601) 359-3680

MIKE MOORE
ATTORNEY GENERAL

MAY - 4 1992
MIN. 0188 PAGE 525

April 9, 1992

Ruma Haque, Attorney
Hinds County Board of Supervisors
Post Office Box 686
Jackson, Mississippi 39205-0686

RE: INTERLOCAL AGREEMENT HINDS COUNTY/CITY OF CLINTON

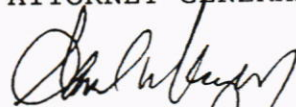
Dear Ms. Haque:

Attorney General Mike Moore has received your letter whereby you transmitted certain documents for consideration under the Interlocal Cooperation Act of 1974. By way of clarification we understand that the City of Clinton is to lease the property in question from the county in accordance with the provisions set out in paragraph I(f) of the agreement. With that understanding, please be advised we have examined the agreement and find same appears to be in proper form and good order. Accordingly, the attached agreement providing for cooperative efforts in the provision of public recreational facilities is hereby approved.

Sincerely yours,

MIKE MOORE
ATTORNEY GENERAL

BY:


SAMUEL W. KEYES, JR.
ASSISTANT ATTORNEY GENERAL

SWK, Jr/ra

Enclosure

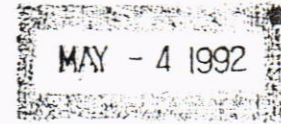
^{ABC}
Next 3 Pages not a part of Minutes
A Nelson Byrd

RECEIVED
APR 10 1992
HINDS COUNTY
BOARD ATTORNEY

STATE OF MISSISSIPPI



MIN: 0188 PAGE 526
BK: 0188



SECRETARY OF STATE
DICK MOLPUS

April 24, 1992

Ruma Haque, Esq.
Board Attorney
Hinds County Board of Supervisors
P. O. Box 686
Jackson, Mississippi 39205-0686

Dear Ms. Haque:

I, Dick Molpus, Secretary of State, do hereby certify that

INTERLOCAL COOPERATION AGREEMENT BETWEEN HINDS COUNTY, MISSISSIPPI
AND THE CITY OF CLINTON, MISSISSIPPI FOR THE CONSTRUCTION OF A
PARK AND RECREATION AREA

was recorded in this office in the Records of Incorporation; the Interlocal
Cooperation Act File; and in Photostat Book Number 342, Pages 75 through 79.

GIVEN UNDER MY HAND AND THE GREAT SEAL OF THE STATE OF MISSISSIPPI HERETO
AFFIXED, THIS THE TWENTY-FOURTH DAY OF APRIL, 1992.

A handwritten signature of Dick Molpus in cursive script.
DICK MOLPUS



RECEIVED

APR 28 1992

HINDS COUNTY
BOARD ATTORNEY



MIN. BK. 0188 PAGE 527

MAY - 4 1992

Alice James
CHANCERY CLERK

Land Records
968-6508

Chancery Court
968-6537

Accounting
968-6523

Street Address:
316 So. President St.
Jackson, MS 39201

Mailing Address:
P. O. Box 686
Jackson, MS 39205-0686

May 8, 1992

Honorable Ruma Haque, Attorney
Hinds County Board of Supervisors
P. O. Box 686
Jackson, MS 39205-0686

SUBJECT: Interlocal Cooperation Agreement/City of Clinton

Dear Ms. Haque:

This is in response to your request for written notification of the Filing of the Interlocal Agreement regarding construction of South Clinton Recreation Area.

Please be advised the Interlocal Cooperation Agreement was filed in Interlocal Book 2, Page I-49 through Page I-52, on the 15th day of April, 1992 at 3:05 A.M.

Sincerely yours
Alice James, Chancery Clerk

Dianne Carr, D.C.

By: Dianne Carr
Deputy Clerk/Secretary

KDC

RECEIVED

MAY - 8 1992

HINDS COUNTY
BOARD ATTORNEY