

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 7, 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, April 7, 1992, 7 P.M., at the A. E. Wood Memorial Library, 111 Clinton Boulevard.

WELCOME AND CALL TO ORDER

Mayor Smith thanked the Friends of the Library ladies who decorated the Board Room with fresh flowers and graciously provided refreshments.

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Jean Johnson followed by the Pledge of Allegiance to the Flag led by Alderman Keith Montgomery.

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 - Arrived 7:22 p.m.
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-Z:

- A. Minutes of the Regular, Special, and Adjourned Meetings of the Mayor and Board of Aldermen of March 2, 3, 17 and 27, 1992, as printed and distributed
- B. Claims Docket - manual and computer claims numbered 1-693 for the month of March, 1992
- C. \$1,569.91 to Office Management Systems for computer maintenance for 6 months at City Hall. [old computer maintenance was \$11,000 per year] - Adm. and Water Depts.
- D. \$56.00 each to MS Cooperative Extension Service for Nelson Byrd and Brooxye Sessums to attend clerk certification school in Jackson, April 23-24, 1992 - Adm.
- E. \$49.00 to Career Track Seminars for Yvonne Griffin to attend Telephone Skills Seminar in Jackson on May 14 - Water Dept.
- F. \$140.00 to Miss Mississippi Pageant for 1/2 page ad supporting Miss Clinton Gretchen Nelson
- G. \$60.00 to Tim Rogers for registration fee to attend MS Water & Pollution Control Operators Association in Jackson - PWD
- H. \$25.00 to Sam's Club for City membership card for one year - Purchasing Dept.
- I. \$856.70 to A-1 Eq. for low quote for 3" trash pump for water break repairs - PWD
- J. \$1,588.31 to APAC-MS for asphalt for street repairs - PWD
- K. \$1,160.00 to Capweld for chlorine for water treatment - PWD
- L. \$1,173.36 and \$1,278.00 to Central Pipe Supply for repair parts, materials, tools and bronze Badger meters - Water
- M. \$895.00 to Hach Co. for purchase of a portable dissolved oxygen meter for all wastewater facilities - Water
- N. \$1,185.00 to Harcros Chemicals for sodium fluoride for water treatment - Water
- O. \$567.50 to Jeffcoat Fence for fence material for College Hills Booster Station - PWD
- P. \$1,239.00 to MP&L to relocate pole at Clinton Industrial Park Treatment Plant - PWD

- Q. \$1,009.59 to Petroleum Eq. Co. for diesel pump to replace old pump that is in the way of Station #1 expansion - Fire
- R. \$598.00 to Statewide Comm. to recystal and repair Unit 11 radio -Fire
- S. \$1,635.00 to Applied Micro Tech. for one year computer software maintenance - Police
- T. \$300.00 to MLEOTA for Officers Gunter, Gober and Pitts to attend Advanced Interview and Interrogation - Police
- U. \$75.00 to MLEOTA for Sgt. Gill to attend A.J.P. Baton Inst. Course -Police
- V. \$1,686.32 to Northpark Outdoor Eq. for transmission repairs to Ford Tractor - Parks & Recreation
- W. \$777.81 to Clinton Welding to repair soccer goals - Parks & Rec.
- X. \$800.00 to Jordan Elec. to replace and repair lamps and fixtures at baseball fields - Parks & Rec.
- Y. \$13,682.00 to Delta Const. and \$250.00 to Anderson Engineers for March work on SW lagoon - 1.6 million bond issue
- Z. Approval of CDBG professional contracts for Jostens project

MOTION made by Alderman Lott and **SECONDED** by Alderman Johnson to approve Consent Agenda Items A-Z as listed above, noting that Consent Agenda Item F, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. CDBG Contracts for Item Z may be found on pages 218-240 of this Minute Book V. **MOTION CARRIED 6-0** with Alderman Todd not present for voting.

APPROVAL OF CDBG ADMINISTRATION DOCUMENTS FOR JOSTENS PROJECT

MOTION made by Alderman Johnson and **SECONDED** by Alderman Valente to designate Sample & Associates, Inc., as project administrator for the Josten's CDBG Sewer Construction Project, to be responsible for Labor Standards Compliance and Agency Manual Coordinator for the City; and to adopt the resolution authorizing Mayor Smith or Nelson Byrd to sign the requests for cash and reporting worksheets; the resolution authorizing Mayor Smith to establish just compensation; and the resolution of intent to comply with public law 101-625. **MOTION CARRIED UNANIMOUSLY.** Said contracts, resolutions and supporting documents may be found on pages 211-217 of this Minute Book V.

Noting that when bids were previously received for professional services for said CDBG project no bid was received for the review appraisal as required by the Uniform Act, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ferrell to authorize Woody Sample to contact several local appraisers requesting a proposal to be turned in for the first May meeting of this Board for a review appraisal. **MOTION CARRIED UNANIMOUSLY.**

CASSIBRY TO REMOVE BRICKS & LUMBER FROM 205 WEST LEAKE STREET

Noting that a public hearing was to be held tonight to determine if the property owned by David Weeks at 205 West Leake Street is a public nuisance and menace to the health and safety of the neighborhood and that since notice of said public hearing had been served on Mr. Weeks, that Mr. Weeks had made arrangements with Mr. Paul Cassibry, Vice-Principal at CHS Vo-Tech, to remove the bricks and lumber beginning April 3, 1992. **NO BOARD ACTION** taken.

CITY ENGINEER TO PREPARE PRELIMINARY WICKSTEAD ROAD SEWER STUDY

Upon request of Wickstead Road residents, City Engineer Anderson was directed to prepare a preliminary cost study for sewer for Wickstead Road residents. These figures will be presented to the property owners for review and commitment prior to any further action. **NO BOARD ACTION.** Petition requesting said study is on file in the Office of the City Clerk.

CITY ATTORNEY TO REVIEW VIDEO OF DITCHWORK AT 217 DAWSON STREET &

NEGOTIATE WITH SANDRA SMITH GRAY FOR TREES

Following presentation by Sandra Smith Gray regarding the 2 pecan trees, 1 oak tree, and 1 flowering tree that were removed from work easement in the ditch on the property at 217 Dawson Street during the soil conservation service project in said area, MOTION made by Alderman Ferrell and SECONDED by Alderman Valente to direct the Public Works Department to purchase four replacement trees as large as possible for transplanting. Prior to a vote being taken, said motion was withdrawn and City Attorney Spell was directed to review the video of said ditch with Ms. Gray and negotiate said matter. NO BOARD ACTION.

EASEMENT GRANTED FOR SANITARY SEWER ENCROACHMENT AT 721 BELLEVUE SUBJECT TO HOLD HARMLESS AGREEMENT

MOTION made by Alderman Ryan to grant that easement request of Dennis Brown for sanitary sewer encroachment at 721 Bellevue with a hold harmless agreement that will run with the land to be recorded with deed. Motion died for lack of second. Following further discussion, MOTION made by Alderman Ryan and SECONDED by Alderman Valente to relinquish that portion of easement which the building sits on in exchange for a hold harmless agreement that will run with the land in favor of the City for any damage that would be done in the event it becomes necessary for the City to exercise its rights under said easement and that said hold harmless agreement shall be properly recorded with the land deed. MOTION CARRIED UNANIMOUSLY. Attorney Farris Crisler, representing Dennis Brown, was then instructed that Mr. Brown must apply for a zoning variance as a separate action.

ATTORNEY DIRECTED TO STUDY LIVINGSTON ROAD TITLE

MOTION made by Alderman Valente and SECONDED by Alderman Todd authorizing City Attorney Spell to study the Livingston Road Title and bring back appropriate measures to acquire clear title to said property. MOTION CARRIED UNANIMOUSLY.

LOCAL OPTION SALES TAX PASSED OVER

Noting that the State Legislature did not approve local option sales tax, that agenda item to discuss a resolution supporting passage of local option sales tax was passed over. NO BOARD ACTION.

KEY INTERSECTIONS TO BE NUMBERED

MOTION made by Alderman Valente and SECONDED by Alderman Lott to endorse the numbering of key Clinton intersections and direct Public Works to implement said plan. MOTION CARRIED UNANIMOUSLY.

CLINTON SPRING CLEAN-UP CAMPAIGN DESIGNATED FOR APRIL

MOTION made by Alderman Valente and SECONDED by Alderman Ryan to adopt that resolution found on page 241 of this Minute Book V designating April 11-25, 1992, as the Clinton Spring Clean-up Campaign. MOTION CARRIED UNANIMOUSLY.

UNNECESSARY NOISE ORDINANCE TO BE CONSIDERED AT NEXT MEETING

An unnecessary noise ordinance was presented for review and consideration. City Attorney Spell was directed to draft a similar ordinance for Clinton including a "quiet zone" to be used in cases involving the terminally ill and to bring this draft back to the Board for action at the next Board Meeting. NO BOARD ACTION.

AUTHORIZATION TO PURCHASE PRICE PROPERTY FOR PARK

Alderman Ryan presented two parcels of property for consideration to purchase for parks and recreation relocation and

expansion. During discussion of said properties, it was requested that neighboring property owners in Kentwood and Huntcliff Subdivisions be made known of the fact that the City proposed to construct a ballpark in that area and allow said residents an opportunity for input prior to final Board action. MOTION made by Alderman Valente and SECONDED by Alderman Todd authorizing and instructing Mayor Smith to execute a survey on 62 acres of property as depicted in Exhibit A found on page 242 of this Minute Book V and that the City present that survey to Mr. Joe Price at closing and authorize and instruct Mayor Smith to expend \$5,000.00 per acre and further that the Board of Aldermen resolve that any park improvements on this property be done with the Price name implicitly involved. Prior to a vote being cast, MOTION made by Alderman Montgomery and SECONDED by Alderman Johnson to TABLE said matter for two weeks. ROLL CALL VOTE TO TABLE: Alderman Ryan - "nay", Alderman Ferrell - "nay", Alderman Valente - "nay", Alderman Todd - "nay", Alderman Montgomery - "aye", Alderman Johnson - "aye", Alderman Lott - "nay". MOTION TO TABLE FAILED 2-5. ROLL CALL VOTE on original motion to survey and purchase: Alderman Lott - "aye", Alderman Johnson - "aye", Alderman Montgomery - "nay", Alderman Todd - "aye", Alderman Valente - "aye", Alderman Ferrell - "aye", Alderman Ryan - "abstain". MOTION CARRIED 6-1.

RAISES FOR MAYOR AND DIRECTOR OF ADMINISTRATION DELAYED

Consideration of raises for Mayor Smith and City Clerk Byrd were delayed until budget time. NO BOARD ACTION.

OTHER BUSINESS

- A. Mayor Smith reminded the Board of the upcoming Business and Industry Luncheon and asked that they be sure and let the Mayor's Office know if they were not going to be able to attend.
- B. MOTION made by Alderman Todd and SECONDED by Alderman Ferrell to have City Attorney Spell draw up necessary resolution to annex Castlewoods Subdivision. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT - 9:25 P.M.

There being no further business to discuss, MOTION made by Alderman Montgomery and SECONDED by Alderman Johnson to Recess until April 21, 1992, 7 P.M. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 243-244 of this Minute Book V.

APPROVED:

Billy R. Smith
Billy Ray Smith, Mayor

4-10-92
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

4-10-92
Date

SEAL

SAMPLE & ASSOCIATES, INC.

2600 INSURANCE CENTER DR.
JACKSON, MISSISSIPPI 39216

PHONE: (601) 362-2863
FAX: (601) 362-7427

April 7, 1992

Honorable Billy Ray Smith
Mayor, City of Clinton
P. O. Box 156
Clinton, MS 39056

RE: City of Clinton's FY 1991 CDBG-ED Project
Project No. 1-1138-168-ED-01
Administrative Contract

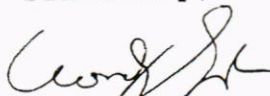
Dear Mayor Smith:

We were pleased to receive notification that we were selected to administer the above referenced project.

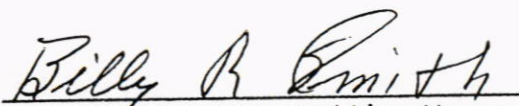
Our fee for the administration of the project is \$11,000.00. This fee covers the scope of services outlined in the attached contract. We feel this fee is fair and reasonable based on the size and complexity of the project.

If the City finds our fee acceptable, please sign below and return this letter to our office. Please execute the attached contracts and return one to our office. The signature below will serve as our notice to proceed on the project. If you have any questions, please do not hesitate to contact me.

Sincerely,


Woody Sample

WS/sl


Billy Ray Smith, Mayor

ALDERMEN
O. C. George Ferrell
Ward One
Edward J. Valente
Ward Two
Ben L. Todd
Ward Three
Keith N. Montgomery
Ward Four



Billy Ray Smith, Mayor

ALDERMEN
Jean W. Johnson
Ward Five
Sharbert K. Lott
Ward Six
Willard A. Ryan
Alderman-At-Large
Nelson Byrd
City Clerk

April 7, 1992

Ms. Alice Lusk, Associate Director
Division of Community Services
Department of Economic and Community Development
301 West Pearl Street
Jackson, MS 39203-3096

ATTENTION: Frank Reed

RE: City of Clinton CDBG Project
Project Number 1-1138-168-ED-01
Labor Standards Designation

Dear Mr. Reed:

In accordance with Paragraph 1-6(a) of the Labor Standards Handbook (1344.1 Rev-1), the City of Clinton designates Sample and Associates, Inc., (Project Administrator) to act on behalf and for the City to ensure compliance with all applicable labor standard requirements related to the Community Development Block Grant Program referenced above.

If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,

Billy R. Smith
Billy Ray Smith
Mayor

ALDERMEN
O. C. George Ferrell
Ward One
Edward J. Valente
Ward Two
Ben L. Todd
Ward Three
Keith N. Montgomery
Ward Four



Billy Ray Smith, Mayor

ALDERMEN
Jean W. Johnson
Ward Five
Sharbert K. Lott
Ward Six
Willard A. Ryan
Alderman-At-Large
Nelson Byrd
City Clerk

April 7, 1992

Community Services Division
Department of Economic and Community Development
301 West Pearl Street
Jackson, MS 39203-3087

RE: City of Clinton CDBG Project
Project No. 1-1138-168-ED-01
Agency Manual Coordinator

Dear Sirs:

Sample and Associates has been designated as the Agency Manual Coordinator for the City of Clinton in the implementation of the above referenced project.

Sincerely,

Billy Ray Smith
Mayor

/sl

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RESOLUTION
AUTHORIZING MAYOR BILLY RAY SMITH
OR CITY CLERK, NELSON BYRD,
TO SIGN THE REQUEST FOR CASH (FSP 200)
AND THE REPORTING WORKSHEET
UNDER THE STATE OF MISSISSIPPI CDBG PROGRAM
PROJECT NUMBER 1-1138-168-ED-01

WHEREAS, the State of Mississippi has awarded a Block Grant to the City of Clinton under the Community Development Block Grant Program; and,

WHEREAS, the City of Clinton will be responsible for ordering funds from the State of Mississippi to pay all costs incurred in the implementation of block grant activities.

NOW, THEREFORE, BE IT RESOLVED by the City of Clinton that it does hereby designate either its Mayor, Billy Ray Smith, or City Clerk, Nelson Byrd, to sign the Request for Cash (FSP 200) and the Reporting Worksheet to secure monies under the State of Mississippi Community Development Block Grant Program.

Motion made by Alderman: Johnson; seconded
by Alderman: Valente. Aldermen voting aye:
Motion Carried Unanimously. Aldermen voting
nay: None.

ADOPTED this the 7th day of April, 1992.

CITY OF CLINTON, MISSISSIPPI

ATTEST:

Nelson Byrd
CITY CLERK

BY: Billy R. Smith
MAYOR

ALDERMEN
O. C. George Ferrell
Ward One
Edward J. Valente
Ward Two
Ben L. Todd
Ward Three
Keith N. Montgomery
Ward Four



Billy Ray Smith, Mayor

ALDERMEN
Jean W. Johnson
Ward Five
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Ward Six
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Nelson Byrd
City Clerk

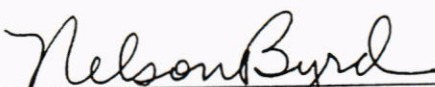
April 7, 1992

Ms. Alice Lusk, Associate Director
Division of Community Development
Department of Economic & Community Development
301 West Pearl Street
Jackson, MS 39203-3096

Re: City of Clinton CDBG Project
#1-1138-168-ED-01
Alternate Signature

Dear Ms. Lusk:

Attached is a resolution approved by the Board of Aldermen designating myself or City Clerk, Nelson Byrd, to sign FSP 200 Cash Request and Reporting Worksheet forms for the above referenced CDBG Program. Below is his signature for your records.


Nelson Byrd, City Clerk

If you have any questions concerning the above, please contact Woody Sample, Project Administrator, at 362-2863.

Sincerely,


Billy Ray Smith
Mayor

bls

Attachment

215

RESOLUTION AUTHORIZING
MAYOR BILLY RAY SMITH
TO ESTABLISH JUST COMPENSATION

WHEREAS, the U.S. Department of Housing and Urban Development has issued Regulations setting forth the policy and requirements relating to acquisition of Real Property for certain HUD - funded and financed projects such as the Community Development Block Grant Program Project Number 1-1138-168-ED-01 for the City of Clinton, Mississippi; and,

WHEREAS, said regulations cite the procedure by which the City of Clinton, Mississippi, makes a determination of Just Compensation prior to negotiations for the purchase of real property by establishing a price that the appraiser recommends as the price representing market value and that their value is the full amount so established by the appraiser or by HUD where required by regulations; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Clinton, Mississippi, that it delegates authority to its Mayor, Billy Ray Smith to review the values established by the appraiser for parcels of real property to be acquired under the above referenced project and establish just compensation for said parcels.

ADOPTED, this the 7th day of April, 1992, by the Board of Aldermen of the City of Clinton, Mississippi.

CITY OF CLINTON, MISSISSIPPI

ATTEST:

Nelson Byrd
CITY CLERK

BY: Billy R Smith
MAYOR

Must appraise property to offer just compensation which must not be less than appraisal. It can exceed appraisal where atty. can justify that "above appraisal" price is better than going thru eminent domain. This seems proper to establish just compensation based on appraisal rather than having to go before Bd.

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RESOLUTION OF INTENT REGARDING COMPLIANCE WITH PUBLIC LAW 101-625

WHEREAS, the City of Clinton, Mississippi received a Community Development Block Grant from the Department of Economic and Community Development, Division of Community Services; and

WHEREAS, the Grant Agreement between the State of Mississippi and the City of Clinton requires that the City comply with Public Law 101-625; and

NOW THEREFORE BE IT RESOLVED, that the City of Clinton will prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

Adopted this the 7th day of April, 1992.

Aldermen voting aye: Motion Carried Unanimously

Aldermen voting nay: None

ATTEST:

CITY OF CLINTON

Nelson Byrd
City Clerk

Billy R. Smith
Mayor

FEE APPRAISAL CONTRACT

THIS AGREEMENT, made in Clinton in the County of Hinds, in the State of Mississippi, by and between the City of Clinton, hereinafter called "City" and Lynda M. Thomas and Associates, whose present address is 4801 North State Street, Jackson, Mississippi, 39206, hereinafter called "Appraiser".

WHEREAS, the City desires to determine the present fair market value of certain real property to be acquired for sewer improvements; and

WHEREAS, the appraiser represents that he is well qualified by training and experience and is in a position to prepare and furnish to the City the desired appraisal reports:

NOW, THEREFORE, the parties hereto do mutually agree as follows: The Appraiser shall be paid \$200.00 per parcel for each appraisal report.

The appraiser agrees to complete all appraisals fully within twenty (20) working days of receiving all the information necessary to make the appraisal. The appraiser will furnish one original and one copy of each appraisal to the City.

The City, in making its request for appraisal reports, will furnish the appraiser with the legal description, maps, name of record owners and addresses.

The City shall have the right of cancellation on all or any part of the services under the Terms of this Agreement in the event of changes in CDBG plans which relieves the necessity for such appraisal, by giving notice by mail to the appraiser herein, and shall be liable for services furnished only to the date of the receipt of such notice by the appraiser.

This Contract covers the appraisal work necessary for the City of Clinton CDBG Program, Community Development Block Grant Project Number 1-113E-168-ED-01.

EQUAL EMPLOYMENT OPPORTUNITY

The Appraiser will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Appraiser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex,

color, or national origin.

AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the State of Mississippi, Department of Economic and Community Development, Division of Community Services, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, Department of Economic and Community Development, Division of Community Services, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this contract and will permit the City, Department of Economic and Community Development, Division of Community Services, HUD, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. Records related to the project shall be retained for three (3) years.

In Witness Whereof, the said parties have hereto set their hands on this the 7th day of April, 1992.

Billy R. Smith
MAYOR

Nelson Byrd
CITY CLERK

APPRAISER

WITNESS

City of Clinton
Resolution Designating Community Appearance Campaign

WHEREAS, Clinton citizens have always taken special pride in promoting the character, cleanliness, wholesomeness and civic pride of our community: and

WHEREAS, Clinton citizens have become disappointed and angry over the growing amount of unsightly, distracting, and distasteful litter and trash that is impacting in a negative way the appearance and quality of life in our community; and

WHEREAS, Clinton citizens desire and demand that our city streets, Interstate 20 Highway corridor, gateway entrance areas into our city, and community neighborhoods be kept clean, neat and attractive so as to provide a positive image and appearance for visitors, tourists, and potential new Clintonians; and

WHEREAS, Clinton citizens must realize that the ultimate responsibility for cleaning the unsightly litter and trash from our city streets, Interstate 20 Highway area and community neighborhoods rests squarely on the shoulder of our citizenry; and

WHEREAS, Clinton citizens, our city's most valuable and untapped resource, are ready to rally behind the call of "Get Bitter about Litter" and attack the problem of litter and trash with a unified community effort.

BE IT THEREFORE RESOLVED by the Mayor and Board of Alderman of the City of Clinton that April 11-25 be designated as Clinton Spring Clean Up campaign. Furthermore, be it known that the Mayor and Board of Alderman do wholeheartedly endorse the work of the Clinton Appearance and Beautification Committee in their efforts to inform and challenge our community in the areas of litter control, beautification, and community appearance. Be it further resolved that every Clinton citizen, civic club, neighborhood group, service club, Boy Scout/Girl Scout Troop, business and others will come out in full force on Saturday, April 11 in a "Show Your Pride" for Clinton effort designed to sweep across every street, neighborhood, and business area in Clinton to pick up every piece of trash and litter. And be it finally resolved that all Clintonians are urged to become unified in doing their part to help our wonderful city fulfill the dream of Clinton becoming the most beautiful, clean, environmentally conscious city in Mississippi.

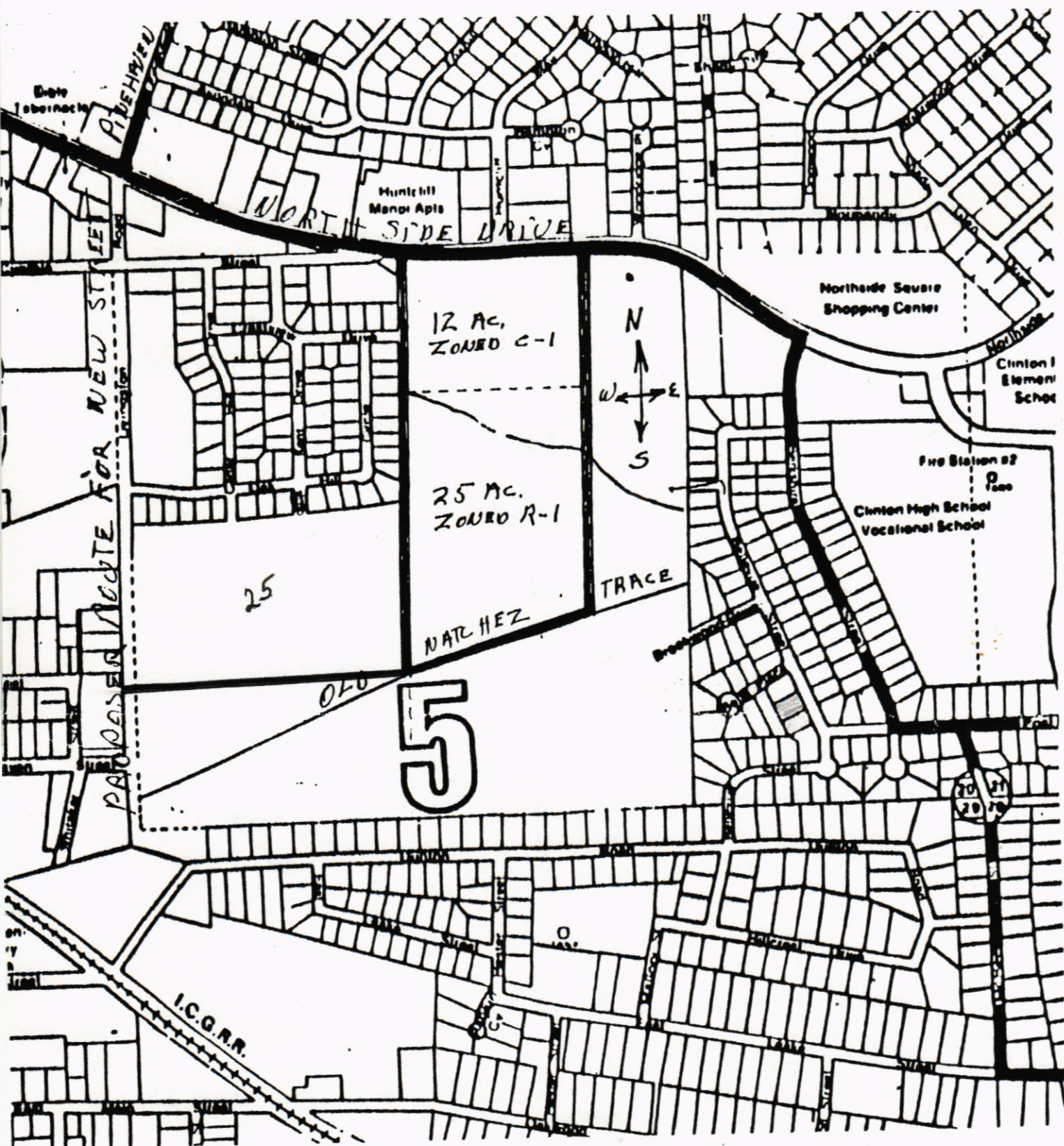


EXHIBIT "A"

2

CONTRACT OF EMPLOYMENT

THIS CONTRACT was made and entered into by and between the CITY OF CLINTON, MISSISSIPPI, a municipal corporation, organized and existing under the laws of the State of Mississippi, and LAW OFFICES OF ROSS, HUNT, SPELL AND ROSS of Clinton, Mississippi, engaged in the general practice of law, pursuant to Notice to Proceed on legal work received by said attorney, dated the 7th day of April, 1992.

W I T N E S S E T H:

1. LAW OFFICES OF ROSS, HUNT, SPELL AND ROSS hereinafter called ATTORNEY, hereby agrees to perform general legal work at the rate of \$50.00 per hour for out of Court work, not to exceed the total sum of \$5,000.00 on City of Clinton CDBG Project No.1-1138-168-ED-01, except in the event that the work performed justifies that the charges be greater than \$5,000.00 and subject to an increase in this ceiling being approved by the Mayor and Board of Aldermen.

2. ATTORNEY hereby agrees to perform legal work such as preparation of contracts, agreements, and other documents to be provided by the City of Clinton, review of documents and contracts, title opinions, and providing other legal opinions in the connection with CDBG Project No. 1-1138-168-ED-01.

3. It is understood by and ²²⁰between the parties hereto that, in the event that it becomes necessary at any time during the

administration of the aforesaid CDBG Project for Court proceedings, the City of Clinton, Mississippi, shall compensate ATTORNEY at a rate of Fifty Dollars (\$50.00) per hour.

Furthermore, it is understood and agreed that any charges arising from Court proceedings are to be completely separate from and additional to the charges for general administrative legal work, title work, and closing work described in Paragraph 1.

4. All contracts, documents, and other work materials prepared by ATTORNEY in furnishing the services set forth hereinabove shall be the property of the City of Clinton, Mississippi.

5. Services provided under this contract by Attorney shall continue as long as mutually agreeable to the parties hereto or until the Project is closed.

6. In the event that ATTORNEY fails to fulfill in a timely and proper manner his obligations under this contract, or if ATTORNEY shall violate any of the covenants, agreements, or stipulations of this contract, the City of Clinton, Mississippi, thereupon shall have the right to terminate this contract by given written notice to ATTORNEY of such termination thirty (30) days before the effective date thereof. In that event, the City of Clinton, Mississippi, shall pay on the effective date of termination for all then unpaid services performed by ATTORNEY. In the event of such termination, ATTORNEY shall forward to the City of Clinton, Mississippi, his final bill not later than seven (7) days before the termination ²²¹date, and, if there are any questions by the City of Clinton, Mississippi, it shall contact

ATTORNEY not later than three (3) days before the termination date so that any question may be resolved.

7. ATTORNEY may terminate this contract at any time by giving written notice to the City of Clinton, Mississippi, of such termination at least thirty (30) days before the effective date thereof. As hereinabove said, the last bill of the attorney shall be paid in accordance with the terms of the preceding paragraph.

8. Either party to this contract may request changes in the terms of this agreement by deletion or addition. Such changes must be agreed to by all parties in writing before they become effective.

9. ATTORNEY will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Further, ATTORNEY will take affirmative action to insure that applicants are employed and that employees are treated during employment equally without regard to their race, religion, sex, color, or national origin.

10. ATTORNEY shall keep in force records and submit such reports concerning racial and ethnic origin of applicants for employment as the City of Clinton, Mississippi, may require.

11. No officer, member, or employee of the City of Clinton, Mississippi, nor any other public official of the City of Clinton, Mississippi, nor any other person in a locality in which the project is situated or being carried out who exercises any function or responsibilities in ²²²the review or approval of the undertaking and carrying out of this project, shall participate

Z

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 or has any personal pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

12. Neither party to this contract shall have the right to assign any interest or part thereof without the express prior written consent of the other party.

13. ATTORNEY covenants to the City of Clinton, Mississippi, that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of said services as required hereunder. Further, ATTORNEY covenants that in the performance of this contract no other person shall be employed by it which may have any direct or indirect interest in this project.

14. There shall exist between ATTORNEY and the City of Clinton, Mississippi, an attorney-client relationship wherein all communications, data, documents, and other things shall remain in strictest confidence between the parties to this contract and may not be revealed by either party without prior written consent of the other party.

15. No members of or delegated to the Congress of the United States of American, and no resident Commissioner shall be admitted to any share or part hereof or to any other benefit arising herefrom.

16. At any time during normal ²²³ business hours and as often as the City of Clinton, Mississippi, HUD, the Comptroller General of

Z

the United States, Department of Economic and Community Development or any other Governmental entity or agent thereof, may deem necessary, there shall be available to all of the aforesaid for examination of all of its records with respect to all matters covered by this contract and will permit all of the aforesaid possible agencies or entities to audit, examine, and make excerpts or transcripts from such records and to make audits for all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, or other data relating to any matters covered by this contract until the completion of all close-out procedures in respect to this grant and the final settlement and conclusion of all issues arising out of this grant. Records related to this project will be retained three (3) years after close-out of project.

IN WITNESS WHEREOF the parties hereto have executed this contract, in duplicate, on the date first above written.

ATTEST:

CITY OF CLINTON, MISSISSIPPI

Nelson Byrd

BY:

Billy R Smith

MAYOR

LAW OFFICES OF ROSS, HUNT, SPELL AND ROSS

BY: _____

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ENGINEERING SERVICES CONTRACT
1992 CDBG PROGRAM
CITY OF CLINTON, MISSISSIPPI

THIS CONTRACT entered into by and between the CITY OF CLINTON, MISSISSIPPI, hereinafter designated as the OWNER, and ANDERSON ENGINEERS, P.A., Clinton, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates sanitary sewer improvements in selected sections of the City of Clinton as detailed in the 1992 Community Development Block Grant to the City of Clinton, and

WHEREAS: Certain engineering services are required in the investigation, planning, and execution of the said improvements, and

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

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

ARTICLE 1
ENGINEER'S SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to furnish certain engineering services as follows:

ITEM ONE: DESIGN PHASE

Upon authorization in writing by the OWNER to proceed, the ENGINEER shall prepare design drawings, specifications, and contract documents for the purpose of awarding one contract for the furnishing of all labor, materials, and equipment necessary for the construction of improvements to the OWNER'S property.

The ENGINEER shall prepare and furnish to the OWNER cost estimates of all work included in the completed drawings, specifications, and contract documents.

The ENGINEER shall obtain the approval of such agencies and legally constituted authorities as under the laws of the State of Mississippi have jurisdiction over the review of the drawings and specifications for the proposed project, and shall also obtain the approval of such Federal agencies as have jurisdiction over the review of drawings, specifications, and contract documents of the proposed project.

It is the intent of the ENGINEER that he shall furnish as part of his basic services, any reasonable quantity of plans, specifications, bid sheets, cost estimates, design analyses, and other contract documents as may be required. However, it is agreed that the total quantity of any one item shall not exceed twenty (20) copies. Additional copies will be furnished upon request of the OWNER at the actual cost of reproduction of such additional copies.

ITEM TWO: CONSTRUCTION PHASE

The ENGINEER shall have a responsible representative present at all lettings of contracts for the proposed work and shall advise and assist the OWNER in the making of awards of contracts to successful bidders. The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

Be available to the Contractor for interpretation of drawings, specifications, and contract documents and prepare construction change orders as they are required for the proper execution of the work.

Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other compliance with the information given in the Contract Documents.

Based on his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.

Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve in writing final payment to the Contractor.

Upon the completion of all construction awarded in accordance with the terms of this Contract, the ENGINEER shall furnish to the OWNER a set of record drawings covering the work actually installed.

The ENGINEER shall not be responsible for the methods and means employed by the Contractor in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of construction work by the Contractor, or for property which may be damaged; his obligation under this section of the Contract being limited to the making of periodic observations and reports to the OWNER concerning the compliance of the completed construction work with the Contract Documents.

ITEM THREE: RESIDENT CONSTRUCTION OBSERVATION

The ENGINEER shall have a qualified resident construction inspector at the project site in order to observe and monitor construction operations and progress. The inspector shall prepare and submit daily reports summarizing men, equipment, and materials in the job; work in progress; problems noted and other pertinent information.

ITEM FOUR: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEM ONE, TWO or THREE of SERVICES. These services shall include but not be limited to the following:

Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.

Prepare revisions of studies, reports, design documents, drawings, or specifications which have been previously approved by the OWNER.

Prepare detailed renderings, exhibits, or scale models for the project.

Provide special analyses or studies of the environmental effects of the project, or other OWNER needs such as the preparation of operating and maintenance manuals, special operating drawings, charts, or other pertinent data.

Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, acceleration of work schedule beyond the ENGINEER'S established office working hours, or the Contractor's default due to delinquency or insolvency.

Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.

ARTICLE 2
PAYMENTS

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER'S SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: DESIGN PHASE

For services performed pursuant to ITEM ONE, DESIGN PHASE, the lump sum amount of SIX THOUSAND NINE HUNDRED TWELVE DOLLARS (\$6,912.00).

The above stated lump sum fee is based upon a project of the scope and magnitude hereinbefore described. In the event that the scope of the project is revised, the ENGINEER will recalculate the lump sum fee to be paid and will submit the revised fee in the form of a Contract Amendment for approval by the OWNER.

The fee for ITEM ONE of SERVICES shall be due and payable from time-to-time as the work is accomplished

ITEM TWO: CONSTRUCTION PHASE

The lump sum amount of TWO THOUSAND SIX HUNDRED EIGHTY EIGHT DOLLARS (\$2,688.00).

Payment for Construction Phase shall be due and payable from time-to-time as payments are made to the construction contractor, with such payments being proportioned to the payments made to the contractor, and with final payment being due and payable when the project is completed and accepted.

ITEM THREE: For services performed pursuant to Item Three, Inspection Phase, the lump sum amount of FOUR THOUSAND DOLLARS (\$4,000.00).

Payment for Inspection Phase shall be due in monthly installments prorated on the basis of contract construction time.

ITEM FOUR: ADDITIONAL SERVICES

The method of reimbursement and payment for services rendered in compliance with ITEM FOUR of SERVICES shall be agreed upon in writing by the OWNER and the ENGINEER at the time of authorization for said work.

ARTICLE 3
GENERAL CONSIDERATIONS

The ENGINEER'S estimate of the construction cost is the opinion of the ENGINEER of the probable construction cost on the date of the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER will prepare the drawings and specifications in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors, which materials and equipment may include but not necessarily be limited to pipe, valves, fittings, traps, conduit, wiring, steel, wire, nails, lumber, cement, aggregate, bricks, tiles, pumps, motors, compressors, electrical apparatus of all types, all metal pressure and storage vessels furnished and erected in place as required to provide a complete, functional unit, and all other materials and equipment as are required to provide a complete, safe, and functional facility.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

This Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

Plans and specifications, as instruments of service, are and shall remain the property of the ENGINEER, whether the project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including

reproducible copies of plans and specifications for information and reference in connection with the OWNER's use and occupancy. The plans and specifications shall not be used by the OWNER on other projects, for additions to this project, or for completion of this project by others except by agreement in writing and with appropriate compensation to the ENGINEER providing that the ENGINEER is not in default under this agreement.

If the project is suspended for more than six months or abandoned in whole or in part, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 2, PAYMENTS.

The ENGINEER shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds; and any duly authorized representative of the Department of Economic Development Division of Community Services, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the ENGINEER until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The ENGINEER agrees that any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the ENGINEER is involved until the completion of all close-out procedures respecting this grant. Records of the project will be maintained for a period of three years after project closeout.

ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the ENGINEER agrees as follows:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

The ENGINEER will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The ENGINEER will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the ENGINEER'S noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of April, 1992.
(This contract executed in triplicate).

OWNER

CITY OF CLINTON, MISSISSIPPI

WITNESS:

Nelson Byrd

By Billy R Smith
Title Mayor

ENGINEER

ANDERSON ENGINEERS, P.A.

WITNESS:

Peggy C. Wells

By Angus L. Anderson
Title PRESIDENT

AGREEMENT
CONSULTING SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT is entered into this the _____ day of _____, 1992, by and between SAMPLE AND ASSOCIATES, INC., herein called the "Consultant", and CITY OF CLINTON, MISSISSIPPI, herein called the "City".

WITNESSETH THAT:

WHEREAS, the State of Mississippi has approved the City's application for Community Development Block Grant (Project No. 1-1138-168-ED-01) funds under Title I of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the City needs management and administrative assistance in executing this Community Development Block Grant Program, Project No. 1-1138-168-ED-01; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the Community Development Block Grant Program, and the Consultant desires to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed in part by grant funds from HUD under Title I of the Housing and Community Development Act of 1974 as amended.

B. SCOPE OF SERVICES

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary under this program. Specific job tasks that the Consultant will assist the City in performing include, but are not necessarily limited to the following:

1. General Services

- a. Establish a filing system to keep the necessary records:
 - (1) Citizen Participation
 - (2) Environmental
 - (3) Labor Standards
 - (4) Acquisition
 - (5) Relocation
 - (6) Financial Management
 - (7) Other Resources
 - (8) Equal Opportunity
 - (9) General Correspondence
- b. Responsible for overall coordination of project activities.
- c. Attend state monitoring visits, meetings, etc.
- d. Establish and maintain financial records.
- e. Preparation of the necessary forms to request funds from the State Treasury.

2. Labor Standards Administration and Enforcement

- a. Serve as Labor Standards Officer to insure compliance with all applicable labor standard requirements.
- b. Request Wage Rate Determination in accordance with the Davis-Bacon Act.
- c. Ensure the inclusion of all construction documents and bid specifications, the applicable wage decisions and labor standard provisions.
- d. Verify with the State Office the current eligibility status of all contractors and subcontractors to be used on any Title I funded construction prior to award of contract.
- e. Documentation of contractor and subcontractor certification in accordance with HUD Handbook (6500.3) paragraph 5(b).
- f. Assist Engineer in conducting the Preconstruction Conference for each construction contract under the Community Development Program to appraise contractors and subcontractors of their responsibilities²³⁴ and obligations regarding the labor standard provisions obtained in the contract documents.

- g. Prepare a Preconstruction Conference Report for each conference held in accordance with the labor handbook.
- h. Examination of "Weekly Payroll Forms" from contractors and subcontractors to insure that these forms meet all necessary requirements as stated in the labor handbook.
- i. Conduct employee interviews to insure that there are no violations and discrepancies in the existing wage rate and labor classifications.
- j. Notify the state office of the start of construction of each construction contract in accordance with labor standards.
- k. File Labor Standards Enforcement Report to State Office as requested.

3. Close-out Project

- a. Preparation of close-out report as required by state.
- b. Assist the City in the selection of auditor, if applicable.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would form to the specific needs of the City.

C. DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in furnishing the scope of services set forth herein shall be the property of the City.

D. TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

E. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill

in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and shall be furnished to the Consultant at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

F. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

G. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

H. CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

I. COMPENSATION DUE TO CONSULTANT

As consideration for the performance of this Contract, the City agrees to pay the Consultant ~~236~~ the following lump sum payments. This compensation can be increased with the approval of the City.

General Administration Duties \$11,000.00

J. METHOD OF PAYMENT

The City will pay the Consultant \$4,000.00 due when the Notice to Proceed is issued; \$4,000.00 when construction work is complete; \$3,000.00 upon submittal of closeout report to state.

K. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

L. INTEREST OF MEMBERS OF CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

M. ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

N. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

O. FINDINGS CONFIDENTIAL **237**

Any reports, information, data, etc., given to or prepared

or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

P. OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

Q. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as a duly authorized official of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the official of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this Grant.

IN WITNESS WHEREOF, the City of Clinton and the CONSULTANT
have executed this Agreement this the 8th day of
April, 1992.

CITY OF CLINTON, MISSISSIPPI

WITNESS:

Nelson Byrd BY: Billy B Smith
CITY CLERK MAYOR

SAMPLE AND ASSOCIATES, INC.

WITNESS:

Sibby Lewis BY: John W. Sample
JOHN WOOD SAMPLE, PRESIDENT

DESIGNATION OF DEPOSITORY FOR DIRECT DEPOSIT OF CDBG FUNDS

SECTION I (To be completed by recipient organization)

NAME OF RECIPIENT

City of Clinton

The Deposit Guaranty Bank, 823 Northside Drive, Clinton, MS 39056 Attn: Pat Prewitt
(Name, Address, and ZIP Code of Bank or Local Government Treasury)

has been designated as the depository for all funds to be received directly from the State of Mississippi resulting from grant number 1-1138-168-ED-01 awarded by the **Mississippi Community Development Block Grant Program** for deposit to: City of Clinton ED Acct. #
(Account Name and/or Number)

City of Clinton

(Name)

P. O. Box 156, Clinton, MS 39056

(Address and ZIP Code)

Mayor

(Title of Executive Officer)

Billy R Smith
(Signature of Executive Officer)

April 8, 92
(Date)

(Title of Authorized Bank Officer)

(Signature of Authorized Bank or Treasury Officer)

(Date)

The depository hereby agrees to immediately notify the Recipient Organization when a deposit is made in the above account.

823 Northside Drive, Clinton, MS 39056
(Address and ZIP Code where checks should be mailed)

Deposit Guaranty National Bank
(Name of Bank or Treasury)

FDIC depository's deposits are insured by:

without the payee's endorsement have been received and are in this depository's custody. This

(Account Name and/or Number)

City of Clinton ED Acct. #

The account identified in Section I has been established with this bank (or treasury as applicable). All necessary documentation, including power of attorney where necessary, which will legally enable this depository to receive checks directly from the State of Mississippi CDBG Program for deposit to: