SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 26, 1992 - 7:15 A.M.
MAYOR'S OFFICE - CITY HALL

The Mayor and Board of Aldermen of the City of Clinton met in the Mayor's Office, 300 Jefferson Street, on Tuesday, May 26, 1992, 7:15 a.m., for a **SPECIAL MEETING** called by Mayor Billy Ray Smith for the purpose of discussing items named in the Original Notice of said special meeting as found on pages 354-355 of this Minute Book V.

CALL TO ORDER AND INVOCATION - Mayor Billy Ray Smith

ROLL CALL - City Clerk Nelson Byrd

Present - Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
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
Public Works Director Harold Alderman

Absent - Edward Valente - Alderman Ward 2

ADOPTION OF RESOLUTION CONCERNING LEASE OF WATER WELLS ON SCHOOL PROPERTY

MOTION made by Alderman Ryan and **SECONDED** by Alderman Montgomery to adopt the Resolution found on pages 356-364 of this Minute Book V authorizing the Mayor to execute the settlement agreement for the City of Clinton and deliver it to the School authorities for their execution. **MOTION CARRIED UNANIMOUSLY** with Alderman Todd abstaining due to a possible confict of interest.

ADJOURNMENT - 7:35 A.M.

There being no further business to discuss, **MOTION** made by Alderman Montgomery and **SECONDED** by Alderman Lott to adjourn. **MOTION CARRIED UNANIMOUSLY**.

APPROVED: Billy R Smith — 5-26-92
Billy Ray Smith, Mayor — Date

ATTEST: Nelson Byrd — 5-26-92
Nelson Byrd, City Clerk — Date

SEAL

SPECIAL-CALLED MEETING OF MAYOR AND BOARD OF ALDERMEN

There will be a special-called meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, at 7:15 A.M., Tuesday, May 26, 1992, in the office of the Mayor, City Hall, 300 Jefferson Street, Clinton, Mississippi.

The agenda is as follows:

1. Discussion, action, Settlement Agreement of the litigation related to Traceway Park, styled Clinton School District vs City of Clinton. The attached Settlement Agreement and Resolution will be presented.

Billy R Smith
BILLY RAY SMITH, MAYOR
5-25-92 11:15 AM

WILLARD RYAN
ALDERMAN-AT-LARGE
NOTIFIED: DATE: 25 May 92
TIME: 1301

George Ferrell
GEORGE FERRELL
WARD 1
NOTIFIED: DATE: 25 May 92
TIME: 1242

EDWARD VALENTE
WARD 2
NOTIFIED: DATE:
TIME:

X
BEN TODD
WARD 3
NOTIFIED: DATE: 25 May 92
TIME: 1229

Keith Montgomery
KEITH MONTGOMERY
WARD 4
NOTIFIED: DATE: 25 May 92
TIME: 1326

Jean Johnson
JEAN JOHNSON
NOTIFIED: DATE: 25 MAY 92
TIME: 1605

WARD 5

TIME: 1605

Sharbert Lott

SHARBERT LOTT NOTIFIED: DATE: 25 May 92

WARD 6

TIME: 1308

RESOLUTION AUTHORIZING MAYOR TO EXECUTE SETTLEMENT AGREEMENT

WHEREAS, the Clinton Public School District has filed a Complaint in the Chancery Court of the First Judicial District of Hinds County, Mississippi, styled The Board of Trustees, Clinton Public School District vs The Board of Aldermen, The City of Clinton, Mississippi, Civil Action No. 146,182(D-2), wherein the School District seeks to require the City to pay for water drawn from two water wells drilled on Sixteenth Section lands which are leased to the City of Clinton and to declare void two leases on Sixteenth Section lands; and

WHEREAS, the School District has agreed that no charge may be made for the volume of water used from said wells by the City of Clinton but claims rental based upon commercial classification of lands used for the water wells and that the remaining recreational leases are void or voidable; and

WHEREAS, the Court has ruled that only that portion of the 114.5 acres under lease which is used for water wells would constitute a breach of the lease, if there is a breach of the lease; and

WHEREAS, the land used for water wells comprises less than one acre of the 114.5 acres; and

WHEREAS, it is the desire of the Mayor and Board of Aldermen to resolve this issue with the least cost and inconvenience to the governing authorities of the City and the School and, particularly, to the taxpayers and users of Traceway Park; and

WHEREAS, the Mayor and Board of Aldermen find that it is in the public interest to settle the controversy for an amount less than would be required to pursue the litigation through its required course; and

WHEREAS, it appears that the settlement of this disputed claim would be in the best interest of all the citizens of this

City, including the School District, if a settlement can be reached that would protect the public interest and permit all of the City and school officials to appropriately discharge their duty;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Mayor and Board of Aldermen find that it is in the public interest to settle the contested and disputed claim of the School District in Cause No. 146,182(D-2) by a settlement in accordance with the terms of the Settlement Agreement attached hereto as Exhibit A, which Agreement is made a part of this Resolution the same as if copied herein verbatim.

2. The Mayor is authorized and directed to execute the Settlement Agreement for and on behalf of the City of Clinton and deliver it to the appropriate authorities for the Clinton Public School District with the request that the Agreement be executed by the proper authorities of the School District.

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

Alderman Ryan voted: YES

Alderman Ferrell voted: YES

Alderman Valente voted: Absent

Alderman Todd voted: Abstain

Alderman Montgomery voted: YES

Alderman Johnson voted: YES

Alderman Lott voted: YES

APPROVED on the 26th day of MAY, 1992.

Billy R Smith
BILLY RAY SMITH, MAYOR

ATTEST:

Nelson Byrd
NELSON BYRD, CITY CLERK

SETTLEMENT AGREEMENT

THIS AGREEMENT entered into on this the 26TH day of May, 1992, between the City of Clinton, Mississippi, a municipal corporation located in Hinds County, Mississippi, and Clinton Public School District, Clinton, Mississippi.

WHEREAS, there is pending in the Chancery Court of the First Judicial District of Hinds County, Mississippi, Civil Action No. 146,182(D-2), The Board of Trustees, Clinton Public School District vs The Board of Aldermen, The City of Clinton, Mississippi, wherein the School District seeks to declare void certain leases held upon Sixteenth Section land by the City of Clinton; and

WHEREAS, the City of Clinton has denied that such leases are void or voidable and seeks a Declaratory Judgment so holding; and

WHEREAS, a disputed claim has arisen between the School District and the City of Clinton with regard to the water wells drilled upon Sixteenth Section land by the City of Clinton; and

WHEREAS, the appropriate authorities of the Clinton Public School District and the appropriate authorities of the City of Clinton have determined that it is in the public interest to settle and compromise the disputed claim;

IT IS, THEREFORE, AGREED as follows:

1. The School District will lease to the City of Clinton for the consideration set forth in Paragraph 2 below that Sixteenth Section land described in Exhibits A, B, C and D, and attached hereto and made a part of this Agreement the same as if copied herein verbatim.

2. For and in consideration of the lease described in Paragraph 1 above, the City of Clinton will pay to the School District for the leases upon the land associated with water well #7 the sum of Two Thousand Six Hundred Twenty-eight Dollars

($2,628) per year based upon a rental price of Five Thousand Two Hundred Fifty Dollars ($5,250) per acre. The lease rental shall begin on July 1, 1992, and shall be payable in installments of One Thousand Three Hundred Fourteen Dollars ($1,314) every six (6) months for the term of the lease with the first payment being made July 1, 1992. The lease will extend from July 1, 1992, to December 31, 2003.

The City of Clinton will pay to the School District under a lease to be entered into for the land associated with water well #8 that will commence on July 1, 1992, and terminate on July 31, 2007, an annual rental of One Thousand Four Hundred Nine Dollars ($1,409) per year. The rental shall be paid in installments of Seven Hundred Four Dollars Fifty Cents ($704.50) every six (6) months for the term of the lease, the first payment being made on July 1, 1992. In addition to the lease payments for future years, the City will pay to the School District the sum of Nine Thousand Eight Hundred Sixty-three Dollars ($9,863) for lease rental during the period July 1, 1985, to July 1, 1992, which represents payment for the period prior to July 1, 1992, that water well #8 has been in operation. The total payment to be made by the City to the School District upon the execution of the two (2) leases aforesaid shall be Eleven Thousand Eight Hundred Eighty-one Dollars Fifty Cents ($11,881.50), which will include back payment on well #8 and payment of six (6) months advance rent on wells 7 and 8.

3. The lease provisions now existing on the remaining 113-plus acres under the two leases which are the subject of this dispute and Settlement Agreement shall remain the same and shall not be affected by this Agreement.

4. Neither the City nor the School District admits that the other is entitled to any payment or relief sought, and this Agreement is made in a good faith effort in the public interest to settle and compromise a disputed claim.

5. The rental values established by this Agreement are established as a compromise to a disputed claim and shall not be considered by either the City or the School District as a fair market value for any leases that might be negotiated or entered into in the future between the City of Clinton and the School District.

6. Upon the execution of the leases provided for in this Agreement, the School District will dismiss its Complaint with prejudice as to all matters for which a claim was asserted in the Complaint of Civil Action No. 146,182(D-2) in the Chancery Court of the First Judicial District of Hinds County, Mississippi, and the City will dismiss its Counterclaim in that Cause with prejudice as to all matters asserted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

City of Clinton, Mississippi
By:

Billy R Smith
BILLY RAY SMITH, MAYOR

ATTESTED BY:

Nelson Byrd
NELSON BYRD, CITY CLERK

CLINTON PUBLIC SCHOOL DISTRICT
By:

_____

ATTESTED BY:

_____
SECRETARY

LEGAL DESCRIPTION
FOR
WATER WELL NO. 7
CLINTON, MISSISSIPPI

Commence at the Northeast corner of Cascades Part 6 according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 34 Page 8. From said point of Commencement run N 89-46-14 W for 203.17 feet to a iron pin located on the south right-of-way line of Northside Drive at the intersection with Cynthia Road. From said point thence run N 26-02-23 W 715.37 feet to the Point of Beginning, thence run these following bearings and distances;

POINT OF BEGINNING;		
Thence	N 48-46-32 W	50.10 Feet;
Thence	N 40-20-03 E	39.99 Feet;
Thence	S 48-48-53 E	50.82 Feet;
Thence	S 41-21-59 W	40.02 Feet;

To the POINT OF BEGINNING.

The above described parcel is located in the Southwest Quarter (1/4) of the Southeast Quarter of Section 16, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 2018.52 square feet or 0.0463 acres more or less.

EXIBIT A

LEGAL DESCRIPTION
FOR
20 FOOT WIDE WATER LINE EASEMENT
LOCATED AT WATER WELL NO. 7

Commence at the Northeast corner of Cascades Part 6 according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 34 Page 8. From said point of Commencement run N 89-46-14 W for 203.17 feet to a iron pin located on the south right-of-way line of Northside Drive at the intersection with Cynthia Road. From said point thence run S 86-32-55 W 789.22 feet to the Point of Beginning, thence run these following bearings and distances;

POINT OF BEGINNING;

Thence	N 42-28-01 E	860.38 Feet;
Thence	N 50-21-42 W	116.49 Feet;
Thence	S 41-21-59 W	20.00 Feet;
Thence	S 50-21-42 E	96.09 Feet;
Thence	S 42-28-01 W	904.78 Feet;
Thence	N 60-28-35 E	40.98 Feet;
Thence	N 57-57-51 E	27.43 Feet;

To the POINT OF BEGINNING.

The above described parcel of property is located in the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 16, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 19793.37 square feet or 0.4544 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION
FOR
WATER WELL NO. 8
CLINTON, MISSISSIPPI

Commence at the Northeast corner of Cascades Part 6 according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 34 Page 8. From said point of Commencement run N 89-46-14 W for 203.17 feet to a iron pin located on the south right-of-way line of Northside Drive at the intersection with Cynthia Road. From said point thence run N 71-10-47 E 1723.16 feet to the Point of Beginning, thence run these following bearings and distances;

POINT OF BEGINNING;
Thence N 89-53-28 E 39.92 Feet;
Thence N 0-05-18 W 49.66 Feet;
Thence S 89-53-28 W 39.92 Feet;
Thence S 0-05-18 E 49.66 Feet;
To the POINT OF BEGINNING.

The above described parcel of property is located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 16, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 1982.43 square feet or 0.0455 acres more or less.

EXIBIT C

LEGAL DESCRIPTION
FOR
20 FOOT WIDE WATER LINE EASEMENT
LOCATED AT WATER WELL NO. 8

Commence at the Northeast corner of Cascades Part 6 according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 34 Page 8. From said point of Commencement run N 89-46-14 W for 203.17 feet to a iron pin located on the south right-of-way line of Northside Drive at the intersection with Cynthia Road. From said point thence run N 87-33-38 E 1653.28 feet to the Point of Beginning, thence run these following bearings and distances;

POINT OF BEGINNING;
Thence S 89-34-34 E 20.00 Feet;
Thence N 2-43-31 W 486.25 Feet;
Thence S 89-53-28 W 20.00 Feet;
Thence S 2-43-35 E 486.07 Feet;
To the POINT OF BEGINNING.

The above described parcel of property is located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 16, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 9710.71 square feet or 0.2229 acres, more or less.

EXHIBIT D