

**ADJOURNED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 21, 1992 - 5 P.M.
MUNICIPAL COURTROOM**

The Mayor and Board of Aldermen of the City of Clinton met in Adjourned Meeting at 5 P.M., at the Municipal Courtroom, 200 Jefferson Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of July 7, 1992, as found on Page 409 of this Minute Book V.

WELCOME AND CALL TO ORDER - Mayor Billy Ray Smith

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Johnson followed by the Pledge of Allegiance to the Flag led by Alderman Todd.

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

City Attorney William E. Spell
City Clerk Nelson Byrd

Absent - Keith Montgomery - Alderman Ward 4

APPROVAL OF CONSENT AGENDA ITEMS A-L:

- A. \$991.71 to Sun-Belt Diesel for starter repairs to Engine #1 (Fire)
- B. \$1,402.30 to Sun-Belt Diesel for radiator repairs to 1971 Mack (Fire)
- C. Appx. \$452.48 training expense for James Carver to attend two week course at National Fire Academy (Fire)
- D. \$4,999.00 low quote from Economy Roofing Co. to repair/replace roof on oldest part of main fire station (Fire)
- E. \$3,700.00 low quote to Sam's Quality Painting plus appx. \$800.00 for paint for interior, bays, ceilings and exterior trim at main fire station (Fire)
- F. \$680.00 low quote to Statewide Comm. for mobile radio (Fire)
- G. \$150.00 for Chief Byington and Capt. Reeves to attend 1992 training conference for FBI National Academy Association, MS Chapter - August 12, 13, and 14, 1992 (Police)
- H. \$15.00 dues to MS Assoc. of Gov't. Purchasing Agents for annual membership of Ed Robertson (Purchasing)
- I. \$7,800.00 to MS State Health Department for FY 93 water analysis fee beginning 7-1-92 (Water)
- J. \$7,826.45 to Hill City Oil for gasoline used by all departments
- K. \$9,000.00 to Ver-Meer, Inc., for emergency purchase (sole source) of a sand-filter cleaning machine with trailer to bring two sites into immediate compliance (Water)
- L. \$98.00 for 1/4 page ad in International Hemisphere Pageant in Valley Forge, Penn. for Clintonian Lindsey Thomas current Miss Mississippi Hemisphere Pee-Wee, 7-29-92 (Adm.)

MOTION made by Alderman Lott and **SECONDED** by Alderman Johnson to approve Consent Agenda Items A-L as listed above, noting that Consent Agenda Item L, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY.** Quotes listed in items D, E. & F may be found in the Office of the City Clerk.

PUBLIC HEARING HELD FOR ECONOMIC DEVELOPMENT GRANT

As shown by proof of publication found on page 484 of this Minute Book V that the CDBG public hearing #1 would be held for an application for an economic development grant to be used in Clinton Industrial Park on July 21, 1992, Mayor Smith then opened the floor for public comments. Calling twice for public comments and receiving none, Mayor Smith declared said public hearing closed at 5:07 p.m. Listing of those persons present for said public hearing may be found on page 485 of this Minute Book V.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES WITH CMPDD FOR CDBG INDUSTRIAL DEVELOPMENT BLOCK GRANT

As noted on page 407 of this Minute Book V that the City of Clinton is desirous of applying for up to a \$500,000.00 CDBG for industrial development, MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to approve that contract for technical and professional services with CMPDD as found on pages 486-499 of this Minute Book V. MOTION CARRIED UNANIMOUSLY.

1992-1993 MOTOR VEHICLE ASSESSMENT SCHEDULE PUBLIC HEARING

As directed by order on page 474 of this Minute Book V to publish notice of a public hearing date of July 21, 1992, to give citizens an opportunity to object to the 1992-1993 Uniform Assessment Schedule for Motor Vehicle Ad Valorem Taxes, Mayor Smith declared said public hearing open and receiving no public comments declared said hearing closed. Proof of Publication that said public hearing was properly published may be found on page 500 of this Minute Book V with copy of said Assessment Schedule being located in the Office of the City Clerk.

APPROVAL TO PROCEED WITH LAYOUT OF SOFTBALL FIELDS AT SUPERVISORS BARN ON SPRINGRIDGE ROAD

Noting that an interlocal agreement between the City of Clinton and Hinds County is already intact, MOTION made by Alderman Lott and SECONDED by Alderman Johnson authorizing Parks & Recreation Director Carroll Arledge to proceed with the layout as shown on page 501 of this Minute Book V of four adult softball fields at the Supervisors Barn on Springridge Road. MOTION CARRIED UNANIMOUSLY.

ADDENDUM TO MAGNOLIA STATE DISPOSAL SERVICE CONTRACT DELAYED UNTIL AUGUST 4, 1992

Following presentation by Magnolia State Disposal Service Representative Drinkwater requesting an addendum be made to the contract for garbage/recycling service to include a clause allowing Magnolia to pass on the landfill rate increases to the City of Clinton at an undetermined amount to date, City Attorney Spell stated that this Board could not bind itself to pay for services at a cost unknown without an escape clause to allow the City to terminate such contract should the price reach an amount that the City has not budgeted or does not have adequate funds for. It was determined that Magnolia State Disposal Service Representatives and City Attorney Spell should work together to devise an addendum that would be fair and legal to both parties, and MOTION made by Alderman Valente and SECONDED by Alderman Johnson to lay said matter on the table until August 4, 1992. MOTION CARRIED UNANIMOUSLY.

FARMER JIM NEAL AND THE FEIST DOG GIVEN CELEBRITY CITIZENSHIP

MOTION made by Alderman Johnson and SECONDED by Alderman Lott to adopt that Resolution found on pages 502-503 of this Minute Book V granting Farmer Jim Neal and his feist dog celebrity citizenship

in the City of Clinton. MOTION CARRIED UNANIMOUSLY.

P&R MOWER BID AWARDED TO NORTHPARK OUTDOOR EQUIPMENT

As shown by proof of publication found on page 504 of this Minute Book V that sealed bids would be received for a 72" diesel mower for the City of Clinton Parks & Recreation Department, and noting that of the two bids received, namely from (1) Jackson Ford Tractor and (2) Northpark Outdoor Equipment, only that bid from Northpark Outdoor Equipment met the bid specifications; therefore, MOTION made by Alderman Lott and SECONDED by Alderman Todd to accept the bid of Northpark Outdoor Equipment for a 36-month lease-purchase @ \$330.51 per month. MOTION CARRIED UNANIMOUSLY. Said bids are on file in the Office of the City Clerk.

BROOME ENGINEERING APPOINTED AS ADMINISTRATIVE ENGINEER FOR CITY

Noting that City Engineer Terry Anderson offered to relinquish his duties as consulting engineer until the Lovett/Sumner Hill controversy is settled, Mayor Smith requested the Board accept Terry's resignation letter effective August 3, 1992. MOTION made by Alderman Valente and SECONDED by Alderman Johnson to accept Terry Anderson's letter dated 7-7-92 effective 8-3-92. Lengthy discussion followed in which Mayor Smith further defined "consulting engineer" (and requested this to be part of the original motion) to mean the day-to-day administrative duties of the City Engineer such as approving plats and zoning matters, and that Terry Anderson is to continue the existing contracted projects he is already involved in such as the Springridge Road Project and the Briars Treatment Facility Project. Alderman Ryan MOVED to amend the motion to dismiss Mr. Anderson permanently on an administrative basis. Said amendment DIED FOR LACK OF A SECOND. By unanimous consent the Board agreed for Alderman Valente to withdraw his original motion to accept Terry Anderson's resignation letter and allow Mayor Smith's policy statement as found on page 505 of this Minute Book V regarding engineering services to stand alone without the need to accept a resignation letter for contracted services.

MOTION made by Alderman Johnson and SECONDED by Alderman Valente to employ Richard Broome of Broome Engineering at the pleasure of the Mayor and Board of Alderman on the basis of local knowledge and expertise, experience and to provide continuing administrative engineering advice for the City of Clinton, with Mayor Smith being authorized to negotiate a contract for said engineering services and bring said contract to Board for final approval. City Attorney Spell stated that this would replace Mr. Anderson as the "administrative engineer" but Mr. Anderson would still be the engineer of record for the special contracted projects now in progress. Prior to a vote being taken, Alderman Johnson stated that his intent is that this be a temporary measure until such time as his mind is changed or the Sumner Hill/Lovett Lagoon problems (material, mechanical and legal) are resolved. Alderman Ryan immediately MOVED that this motion be amended to be a permanent transaction. SECONDED by Alderman Ferrell. Alderman Johnson was asked to and did retract his statement of intention. Alderman Todd called for the question at 6 p.m. ROLL-CALL-VOTE was taken on the Amendment to the Motion to employ Richard Broome of Broome Engineering as the administrative engineer permanently at the will and pleasure of the Board with the following results: Alderman Ryan - "aye", Alderman Ferrell - "aye", Alderman Valente - "aye", Alderman Todd - "aye", Alderman Johnson - "nay", Alderman Lott - "nay". MOTION CARRIED 4-2. MOTION-AS-AMENDED CARRIED UNANIMOUSLY to employ Richard Broome of Broome Engineering as the administrative engineer permanently at the will and pleasure of the Board with Mayor Smith being authorized to negotiate a contract for said engineering services and bring said contract back to this Board for final approval.

NO BOARD ACTION ON SCHOOL BOARD OFFER FOR SEWER LINE EASEMENT

ACROSS SCHOOL PROPERTY

After discussion of cost appraisals of school lands, location of proposed sewage facility to replace the Briars Treatment Plant, and deadlines to receive outside funds, Alderman Valente requested no final board action to allow some time for investigation of possible re-siting because of buffer zone requirements, and also to give the School Board time to study new relevant information regarding present appraisals of school board land and together approach this problem for the best long term interest of all parties involved. NO BOARD ACTION.

ADJOURNMENT - 6:30 P.M.

There being no further business to discuss, MOTION made by Alderman Ryan and SECONDED by Alderman Ferrell to adjourn. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 506 of this Minute Book V.

APPROVED: Billy R Smith July 27, 92
Billy Ray Smith, Mayor Date

ATTEST: Nelson Byrd July 27, 1992
Nelson Byrd, City Clerk Date

SEAL

981-1511

Proof of Pub
Pub Hearing #1 CDBG

CDB6 Public Hearing # 1
Clinton, MS
July 21, 1992

Name

Mike [unclear]
Jim Powell
Wayne Muse
Alford Drinkwater
CHARLIE BYRD
Harten D. Taylor
Nancy Taylor
W. Harold Elderman
William P. Kel
Carroll Arledge
Don Byrns
Bryan Green
Jeff Landrum
Marjorie G. Cagle

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 21st day of July, 1992, by and between the City of Clinton, Mississippi, (herein called the "Local Government") and the Central Mississippi Planning and Development District (herein called the "Planning Agency"). WITNESSETH THAT:

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

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

1. Employment of Planning Agency

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

2. Scope of Services

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

3. Period of Performance

The Planning Agency will undertake and complete performance of the services referred to in "Scope of Services", with the period beginning July 1, 1992, and ending upon completion of the project.

4. Termination for Convenience of the Planning Agency

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

5. Termination for Convenience of the Local Government

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

6. Changes

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

7. Interest of Members of Local Government

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

8. Compensation

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

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

9. Office Space

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

10. Local Government Cooperation

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

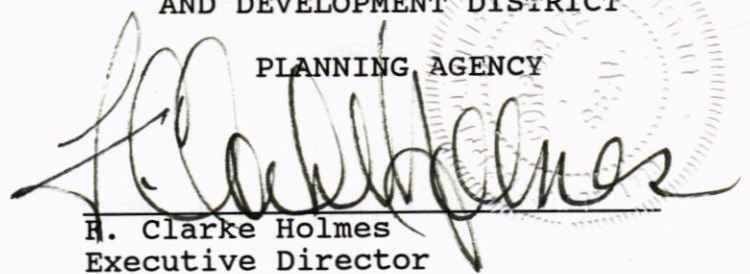
CMPDD CONTRACT
NO.

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

ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT
PLANNING AGENCY

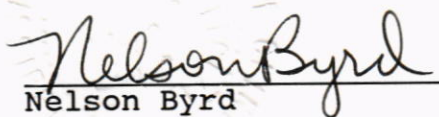

Dan L. Thompson
Director of Finance


H. Clarke Holmes
Executive Director

ATTEST:

LOCAL GOVERNMENT

CITY OF CLINTON, MISSISSIPPI


Nelson Byrd
City Clerk


Billy Ray Smith
Mayor

CMPDD CONTRACT
NO.

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Given under my hand and official seal, this the 22nd day of July, 19 92.

Christine E. Walls
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 24, 1994

CMPDD CONTRACT
NO.

CMPDD CONTRACT
NO.

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Given under my hand and official seal, this the 29TH
day of July, 1992.

Debbie Hancock
Debbie Hancock
Notary Public



My Commission Expires:

My Commission Expires Oct. 17, 1995

SCOPE OF SERVICES

CITY OF CLINTON

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

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

A. Assist in Preparation of CDBG Application

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

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

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

C. Assist in Meeting Environmental Requirements

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

D. Provision of Technical Assistance

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

EXHIBIT B

ASSURANCES

Federal Standards Provisions

The following Federal provisions will be adhered to by the District:

I. Equal Employment Opportunity

During the performance of this AGREEMENT, the DISTRICT agrees as follows:

- A. The DISTRICT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The DISTRICT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, 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 DISTRICT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY/COUNTY setting forth the provisions of this non-discrimination clause.
- B. The DISTRICT will, in all solicitation or advertisements for employees placed by or on behalf of the DISTRICT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The DISTRICT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials.
- D. The DISTRICT will comply with all provisions of Executive Order 11246 of September 24, 1965, and

of the rules, regulations and relevant orders of the Secretary of Labor.

- E. The DISTRICT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, of pursuant thereto, and will permit access to his books, records, and accounts by the CITY'S/COUNTY'S Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the DISTRICT'S noncompliance with the noncompliance clauses of this AGREEMENT or with any of such rules, regulations or riders, in this AGREEMENT may be cancelled, terminated, or suspended in whole or in part and the DISTRICT may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The DISTRICT will include the provision of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor to any subcontract or purchasing order as the CITY'S/COUNTY'S Department of Housing and

Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the DISTRICT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S/COUNTY'S Department of Housing and Community Development, the DISTRICT may request the United States to enter into such litigation to protect the interests of the United States.

II. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity receiving Federal financial assistance.

III. Section 109 of the Housing and Community Development Act of 1974

- A. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any progress or activity funded in whole or in part with funds made available under this title.

IV. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this AGREEMENT is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this AGREEMENT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The DISTRICT will send to each labor organization or representative of workers with which he has a

collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The DISTRICT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

V. Interest of Members of the CITY/COUNTY

No member of the governing body of the CITY/COUNTY and no other officer, employee, or agency of the CITY/COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the DISTRICT shall take appropriate steps to assure compliance.

VI. Interest in Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect in this AGREEMENT; and the DISTRICT shall take appropriate steps to assure compliance.

VII. Interest of DISTRICT and Employees

The DISTRICT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of this service hereunder. The DISTRICT further covenants that in the performance of this AGREEMENT, no persons having any such interest shall be employed.

VIII. Section 3 Plan

The DISTRICT agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses with the CITY/COUNTY.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the COUNTY the necessary number of lower income residents through: local advertising media signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

(Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.)

8

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

NOTICE TO ALL OWNERS AND OPERATORS OF MOTOR VEHICLES AND TAXPAYERS OF THE CITY OF CLINTON, MISSISSIPPI AND THE CLINTON PUBLIC SCHOOL DISTRICT

Notice is hereby given that the Motor Vehicle Assessment Schedule prepared by Mississippi State Tax Commission, for use in the City of Clinton, Mississippi, and in the Clinton Public School District to be used in assessing, calculating and collecting ad valorem taxes on motor vehicles within the said City and within the said Clinton Public School District for the year 1992-1993, is now on file with the City Clerk and is ready and open for inspection and examination by any interested taxpayer.

Notice is further given that any objection to the said Assessment Schedule and any assessment or valuation therein made and contained, and any complaint or petition for specified reduction of portions of the assessment schedule affecting any taxpayer must be made in writing and filed with the City Clerk at the City Hall on or before 4:00 p.m., on Tuesday, the 21st day of July, 1992, which date has heretofore been fixed by the Mayor and Board of Aldermen for the hearing of any objections and protests to said Assessment Schedule for the year 1992-1993.

Done by Order of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, this 7th day of July, 1992.

/s/ Billy Ray Smith, Mayor
 ATTEST: Nelson Byrd, City Clerk
 July 10, 1992

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

Hollie Barlow,
 an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the 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 July 10, 19 92

Date _____, 19____

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 56

Published 1 Times

Total \$ 18.92

Signed Hollie Barlow
 Authorized Clerk
 of The Clarion-Ledger

SWORN to and subscribed before me the 10th day of July,

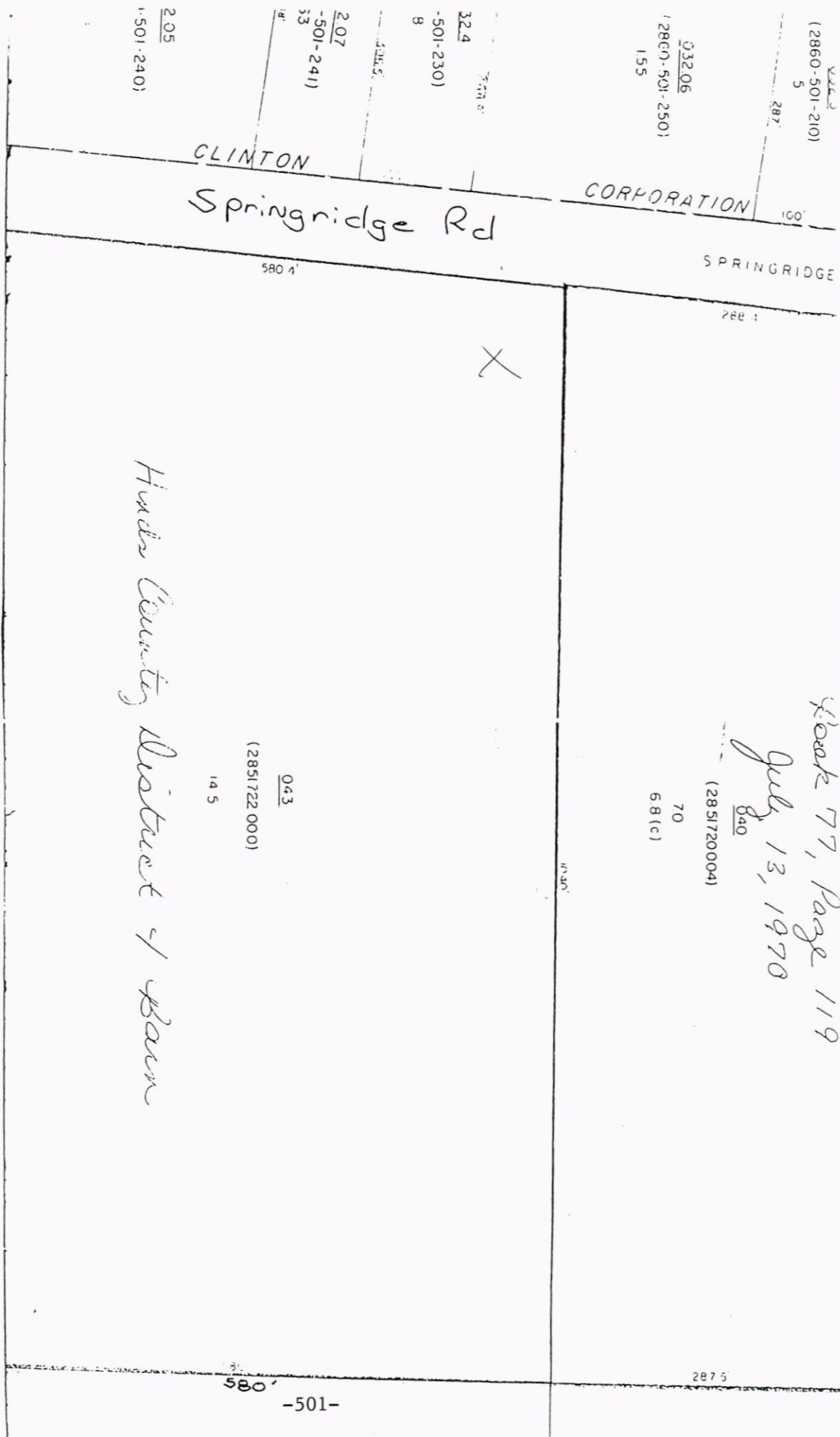
19 92.

Jane Boatner
 Notary Public

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

(Seal)

500



(2860-501-210)
5

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155

32.4
-501-230)
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-501-240)

SPRINGRIDGE

CLINTON CORPORATION
Springridge Rd

580 4'

288 4'

X

Hudson County District of Barn

1096'

Book 77, Page 119
July 13, 1970
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043
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501

11

A RESOLUTION.

WHEREAS, Farmer Jim Neal is a radio personality of great reknown; and

WHEREAS, for more than forty-five (45) years the early morning radio program of Farmer Jim Neal on WSLI AM has started the day for hundreds of thousands of central Mississippians with pleasant good humor, timely information and a spirit of goodwill; and

WHEREAS, during those forty-five (45) years Farmer Jim Neal has been assisted by his faithful and obedient colleague, the "Feist Dog"; and

WHEREAS, Farmer Jim Neal and "Feist Dog" have, in their wisdom and good judgment, elected to move the home of their broadcast from the City of Jackson to the wonderful, quiet, historic and progressive City of Clinton and to the studios of Mississippi College Station WHJT FM.

WHEREAS, the citizens of Clinton welcome Farmer Jim Neal and "Feist Dog" to our City so they may enjoy the traditional values of a friendly City in which it is a pleasure to live, work and play; and

WHEREAS, there is no place on earth that a person could better begin the use of a "brand new day not used by anybody" than in the City of Clinton; and

WHEREAS, with Farmer Jim Neal and his radio program now a part of our community, all persons in central Mississippi will know and hear of our great assets through the voice of Farmer Jim Neal and the good work of "Feist Dog";

NOW, THEREFORE, BE IT RESOLVED that Farmer Jim Neal and "Feist Dog" are hereby declared to be celebrity citizens of the City of Clinton, Mississippi, and that they are entitled to all of the privileges and emoluments appropriate to that office.

BE IT FURTHER RESOLVED that the fire plug serving the corner of College and Jefferson Streets be, and hereby is, dedi-

cated to the exclusive use of "Feist Dog" and that it shall be marked accordingly.

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

Alderman Ryan voted:	<u>yes</u>
Alderman Ferrell voted:	<u>yes</u>
Alderman Valente voted:	<u>yes</u>
Alderman Montgomery voted:	<u>Absent</u>
Alderman Johnson voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>
Alderman Todd voted:	<u>yes</u>

APPROVED on the 21st day of July, 1992.

Billy R Smith
BILLY RAY SMITH, MAYOR

ATTEST:

Nelson Byrd
NELSON BYRD, CITY CLERK

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

110 Clinton
legals

The City of Clinton Parks and Recreation Commission is accepting sealed bids for lease purchase of a diesel outfront 72" mower. Mower must have weight transfer, differential lock, power steering and electric P.T.O. clutch. Factory authorized parts and service must be available within a 25 mile radius of Clinton. Sealed bids can be mailed to the office of the City Clerk, P.O. Box 156 or taken to City Hall. Bids will be accepted until 10:00 A.M. on Tuesday, July 21 and opened immediately thereafter in the office of the City Clerk. The City of Clinton reserves the right to reject any or all bids.

CARROLL ARLEDGE,
DIRECTOR
PARKS AND RECREATION
NELSON BYRD,
CITY CLERK
CITY OF CLINTON
July 2, 9, 1992

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

Holly Barlow

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 July 2, 1992

Date July 9, 1992

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 29

Published 2 Times

Total \$ 16.08

Signed Holly Barlow
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 9th day of
July 1992.

James Beathner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

ALDERMEN

O. C. George Ferrell
Ward One

Edward J. Valente
Ward Two

Ben L. Todd
Ward Three

Keith N. Montgomery
Ward Four



ALDERMEN

Jean W. Johnson
Ward Five

Sharbert K. Lott
Ward Six

Willard A. Ryan
Alderman-At-Large

Nelson Byrd
City Clerk

Billy Ray Smith, Mayor

1. The City of Clinton contracts for professional engineering services on a consulting basis from an engineer/engineering firm.
2. On any project requiring engineering services, such services are paid out of the budget under 'engineering'.
3. Consulting engineers/engineering firms have been retained on all active projects in the City of Clinton, and these contracted services should continue so that regulatory mandated deadlines and timely progress of projects are not interrupted.
4. I recommend that new engineering services be contracted for from Richard Broome/Broome Engineering at the pleasure of the Mayor and Board of Aldermen on the basis of local knowledge and expertise, experience, and to provide continuing engineering advice for the City. I ask that the Mayor be authorized to ^{Negotiate}~~execute~~ a contract for such service.
5. In the event of conflicts of interest, actual or appearance of, such additional engineering services as are necessary will be likewise contracted for.

Billy R Smith

P. O. Box 156 / 300 Jefferson Street / Clinton, Mississippi 39060 / (601) 924-5462