

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 1, 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, September 1, 1992, 7 P.M., at the A. E. Wood Memorial Library, 111 Clinton Boulevard.

WELCOME AND CALL TO ORDER - Mayor Billy Ray Smith

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Jehu Brabham followed by the Pledge of Allegiance to the Flag led by Alderman Sharbert Lott.

ROLL CALL - City Clerk Nelson Byrd

Present - Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ben Todd - Alderman Ward 3
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 HEARING - CLOSURE OF WILLOWBROOK DRIVE

As shown by Proof of Publication on page 574 of this Minute Book V that a public hearing would be held for the purpose of determining whether the general public health, safety, and welfare of the citizens of Clinton would be better served by the permanent closure of Willowbrook Drive between 119 and 121 Willowbrook Drive, Mayor Smith declared said public hearing open at 7:03 p.m. Following reports from the City Attorney, Police Chief, Public Works Director, and the Fire Chief, Mayor Smith opened the floor to public comments from those residents requesting said closure and those in opposition to said closure. A listing of those persons speaking may be found on page 575 of this Minute Book V with copies of actual petitions (both for and against closure) being on file in the Office of the City Clerk. Following a lengthy discussion and public comment time, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Todd that subject to the Public Works Department being able to adequately install a device according to the rules and regulations that they must follow, that Willowbrook Drive have a barricade placed at said site (a type of barrier that meets the Police and Fire Department specifications so it will not delay their response times) so traffic in said area will be local access only.

Prior to a vote being taken, **MOTION** made by Alderman Montgomery and **SECONDED** by Alderman Lott to postpone said matter for one month to allow the Clinton Police Department to place radar and/or other personnel at said location to see if the CPD could slow the traffic down and help alleviate the problem before resorting to permanent closure of said area. **MOTION CARRIED UNANIMOUSLY**. Said matter will be reviewed again by this Board at the Regular October Meeting. Said public hearing closed at 8:45 p.m.

APPROVAL OF CONSENT AGENDA ITEMS A-Y WITH EXCEPTIONS:

- A. Minutes of the Regular, Adjourned, and Special Meetings of the Mayor and Board of Aldermen of August 4, 18, and 25, 1992, as printed and distributed.
- B. Claims Docket - manual and computer claims numbered 1-474 for

the month of August, 1992.

- C. \$1,467.27 to Apac-MS for asphalt for street repairs (PWD)
- D. \$2,781.21 to Bell Fence Mfg. for fence materials on SCS projects (PWD)
- E. \$2,075.00 to Cap-Weld for chlorine (Water)
- F. \$595.00 to Central Pipe for manhole risers for overlays (PWD)
- G. \$2,124.00 to Choctaw for culvert on Auburn Drive (PWD)
- H. \$664.23 to Custom Prod. for street signs (PWD)
- I. \$1,328.27 to Flannigan Elec. for submersable pump repairs (PWD)
- J. \$517.00 to Natchez Elec. for pump repair at 4-cell lagoon (PWD)
- K. \$50.00 to Terry Parker for wastewater oper. certification fee reimbursement (PWD)
- L. \$1,505.03 to SW Paving for asphalt for street repair (PWD)
- M. \$131,389.97 to Adcamp for payment #1, 1992 Street Improvements (PWD)
- N. \$5,325.94 to Delta Const. for Aug. est. on Clinton Ind. Park Facility (PWD)
- O. \$7,506.50 to Hubco, Inc., for St. Fence Creek SCS contaminated soil removal under direction of DEQ (PWD)
- P. Approval of payment of imminent domain funds to Pebble Brook - Fence Creek
- Q. \$105.00 appx. additional costs for Library computer already Board approved (Library)
- R. \$500.00 to MS Assoc. of Coaches for sponsorship of awards banquet for MS-AL All-Star Games at Hall of Fame Room at M.C. (Adm.)
- S. \$2,500.00 quarterly dues to Chamber of Commerce (Ec. Dev.)
- T. \$70.00/mo for 24 month lease purchase of copying machine for P&R at State contract Price (P&R)
- U. \$72.60 to Officer Ruffin for fuel and banquet fees at D.A.R.E. Officer Training Aug. 13, 1992 (PD)
- V. \$515.00 expenses for Officers Lilley and Blankenship to attend Kenesic III interrogation and Interview Course (PD)
- W. \$104,028.30 to Fountain Const. for payment #4 on police station
- X. \$250.00 for Alderman Keith Montgomery to attend Leadership Clinton classes (Adm.)
- Y. \$60.00 (room) plus travel expenses for City Clerk Nelson Byrd to attend MS Clerks Assoc. Meeting of legislative Committee in Louisville, MS on Sept. 17-18, 1992 (Adm.)

Upon request Consent Agenda Item R listed above was removed entirely and Item X was requested to be acted on separately. **MOTION** made by Alderman Johnson and **SECONDED** by Alderman Ferrell to approve Consent Agenda Items A-Y as listed above with the exception of Items R and X. **MOTION CARRIED 6-1** with Alderman Valente casting the "nay" vote. **MOTION** then made by Alderman Lott and **SECONDED** by Alderman Johnson approving Consent Agenda Item X as listed above. **MOTION CARRIED 7-0** with Alderman Montgomery abstaining. Consent Agenda Item S, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Attachment for Item P may be found on Pages 576-591 of this Minute Book V.

PUBLIC HEARING - 1992-1993 BUDGET

As shown by Proof of Publication found on page 592 of this Minute Book V that a public hearing would be held for the purpose of allowing the general public an opportunity to comment on the taxing and spending plan incorporated in the budgets of the City of Clinton, Mississippi, for the fiscal year beginning October 1, 1992 and ending September 30, 1993, Mayor Smith called said public hearing to order at 8:50 p.m. and receiving no comments declared said public hearing closed at 8:51 p.m. It was noted that Mayor Smith stated there would be no tax increase for the citizens of Clinton. Copy of proposed budget may be found on pages 593-608 of this Minute Book V.

**1992-1993 P&R TURF CARE SUPPLIES & SERVICES AWARDED TO LOW BIDDER
O.M. SCOTT AND SONS CO., INC.**

As shown by Proof of Publication found on page 609 of this Minute Book V that sealed bids would be received for turf care supplies with technical assistance provided from a graduate Agronomist, and noting that only one bid was received being from O. M. Scott and Sons Co., Inc., in the amount of \$13,473.68 **MOTION** made by Alderman Montgomery and **SECONDED** by Alderman Ryan to approve awarding of said supplies and services to low bidder O. M. Scott and Sons Co., Inc. **MOTION CARRIED UNANIMOUSLY**. Copy of said bid is on file in the Office of the City Clerk.

ECONOMIC DEVELOPMENT PUBLIC RELATIONS PROMOTIONAL PROGRAM APPROVED

Following a presentation by Economic Development Director Jim Powell **MOTION** made by Alderman Montgomery and **SECONDED** by Alderman Valente approving Mr. Powell's public relations program which consists of (1) an ad campaign in Today's Home to entice homebuyers; (2) a business campaign of two ads in the Mississippi Business Journal; and (3) a video on Clinton to show to business and industrial prospects at a total cost of \$14,748.00 which Mr. Powell stated he does have in his 1991-1992 budget. **MOTION CARRIED UNANIMOUSLY**.

APPROVAL OF NEW PROMOTIONAL RECYCLING MATERIALS

Following presentation by Magnolia State Disposal Service Representative Wayne Muse, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ryan to approve the recycling materials as found on pages 610-612 of this Minute Book V. Said materials will be placed in each recycling bin next week and also to each Clinton school principal to be distributed to each child in their school. **MOTION CARRIED UNANIMOUSLY**.

**DISCUSSION OF INSURANCE AND BOND REQUIREMENTS FOR CONTRACTORS AND
SUB-CONTRACTORS POSTPONED UNTIL THE NEXT BOARD MEETING**

Upon request, discussion and recommendations for policy guidelines for insurance and bond requirements for contractors and sub-contractors doing business in and for the City of Clinton was postponed until the next Board Meeting. **NO BOARD ACTION**.

APPROVAL SCS PROJECT AGREEMENTS

Following presentation by Public Works Director Alderman stating that there are currently four 80/20 matching SCS projects namely Neal Street, Melrose II, Arlington Repair, and Robinson Park Extension, at an estimated total cost of \$250,000.00 with Clinton's share being approximately \$50,000.00, **MOTION** made by Alderman Montgomery and **SECONDED** by Alderman Ferrell to approve said project agreement as found on page 613 of this Minute Book V. **MOTION CARRIED UNANIMOUSLY**.

ROBINSON PARK MAINTENANCE AND IMPROVEMENTS DISCUSSED

Alderman George Ferrell stated that Robinson Park had been neglected in maintenance and capital expenditure and felt that the present amount budgeted for Robinson Park was insufficient to bring Robinson Park up to par and requested Parks & Recreation Director Arledge to look further into ways to improve Robinson Park and to specifically address maintenance and upkeep i.e. restroom doors and facilities, lighting, repair of open electrical contact in outlet box in pavilion. **NO BOARD ACTION**. It was noted that P&R Director Arledge stated that he would have a detailed plan to the Board in a few weeks outlining all of his plans for the individual parks.

APPROVAL OF LIMITATION OF USE AGREEMENT FOR PARK SOUTH OF I-20

MOTION made by Alderman Valente and **SECONDED** by Alderman Todd

to authorize the Mayor to make the appropriate designation for the limitation of use agreement for the park south of I-20 stating that said area will be designated for infinity as park use only and if said park is moved, then any federal monies expended in said park must be replaced to the same extent at the City of Clinton's expense. MOTION CARRIED UNANIMOUSLY. Copy of said agreement may be found on pages 614-616 of this Minute Book V.

9:25 p.m. Mayor Smith called for a ten minute break.

TEMPORARY WORK EASEMENTS FOR LONGWOOD DRIVE GIVEN TO CITY CLERK

Alderman Valente presented three of the five Board approved temporary work easements for Longwood Drive to City Clerk Byrd for proper recording and stated that the other two easements would be forthcoming. NO BOARD ACTION taken.

TEMPORARY WORK EASEMENTS AUTHORIZED TO CLEAN DRAINAGE DITCH ON WILLOWBROOK DRIVE

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell authorizing the City to accept temporary work easements for the purpose of clearing the storm drainage ditch between 209 and 211 Willowbrook Drive. MOTION CARRIED UNANIMOUSLY.

CITY ENGINEER TO STUDY FLOODING PROBLEM ON ROANWOOD COURT AND HOLLYBERRY DRIVE

MOTION made by Alderman Valente and SECONDED by Alderman Ryan to have the City Engineer as expeditiously as possible to look at the flooding situation at the east-west ditch adjacent to Roanwood Court and Hollyberry Drive, have the City Engineer contact the court engineer (from the Budzinski vs. City of Clinton Case) noting that the court appointed correction is not the entire answer due to more recent floodings, and bring a recommendation back to the Board to alleviate any future flooding as far as the City of Clinton can control. MOTION CARRIED UNANIMOUSLY.

DISCUSSION OF NEIGHBORHOOD IMPROVEMENTS (TARVIN STREET AREA) POSTPONED UNTIL SEPTEMBER 8, 1992

Upon request of Mr. Willie Patton who could not be present tonight due to school, the discussion of neighborhood improvements in the Tarvin Street area was postponed until September 8, 1992; however, Mayor Smith stated that the Tarvin Street Bridge had been authorized to be corrected.

DEED GRANTED TO 511 SPRINGRIDGE ROAD AUTHORIZING ACCESS TO SPRINGRIDGE ROAD

MOTION made by Alderman Valente and SECONDED by Alderman Todd authorizing Mayor Smith to sign a deed giving the property owner at 511 Springridge Road access from their property to Springridge Road to the extent that the City of Clinton is permitted to do so under the Highway Department regulations. MOTION CARRIED UNANIMOUSLY. Right of Way entrance agreement may be found on pages 617-622 of this Minute Book V.

CMPDD CONTRACT APPROVED FOR REDISTRICTING PURPOSES

MOTION made by Alderman Montgomery and SECONDED by Alderman Ferrell to approve that CMPDD Contract found on pages 623-630 of this Minute Book V for professional services for redistricting purposes, noting that change on page 3 from \$7,500.00 to \$7,000.00. MOTION CARRIED UNANIMOUSLY.

LOVETT LAGOON TO BE RECONSTRUCTED AT NEARBY LOCATION

MOTION made by Alderman Ryan and SECONDED by Alderman Ferrell to acquire the necessary property and pursue #4 proposal of Williford, Gearhart, & Knight, Inc., found in the office of the City Clerk. Prior to a vote being taken, MOTION was made by Alderman Valente and SECONDED by Alderman Ferrell to amend the motion so that the necessary borings be done immediately and before the Mayor is authorized to buy additional property for the location of alternate #4 and that he would proceed with purchase subject to the suitability of those borings for location of the site at that location with Mayor Smith being authorized to get permission to perform borings on additional three acres if necessary prior to purchase. MOTION CARRIED 7-0 with Alderman Todd abstaining due to a possible conflict of interest. MOTION-AS-AMENDED CARRIED 7-0 with Alderman Todd abstaining due to possible conflict of interest.

GEOTECHNICAL INVESTIGATION OF FORMER COUNTY DUMP SITE APPROVAL

MOTION made by Alderman Montgomery and SECONDED by Alderman Johnson to approve the proposal of Anderson Engineers found on Page 631 of this Minute Book V to perform a geotechnical investigation of the former dump site on Magnolia Road that is the proposed site of the Briars Treatment Plant relocation at a total price of \$8,400.00. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT - 10:35 P.M.

There being no further business to discuss, MOTION made by Alderman Ryan and SECONDED by Alderman Ferrell to Recess until September 8, 1992, 5 P.M. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 632-633 of this Minute Book V.

APPROVED:

Billy R. Smith
Billy Ray Smith, Mayor

9-4-92
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

9-4-92
Date

SEAL

PASTE AD HERE

6
**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

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

A Public Hearing will be held on Tuesday, September 1, 1992 at 7:00 P.M. by the Mayor and Board of Aldermen of the City of Clinton at the A.E. Wood Memorial Library, 111 Clinton Blvd., Clinton, Mississippi for the purpose of determining whether the general public health, safety and welfare of the citizens of Clinton will be better served by the permanent closure of Willow Brook Drive, between 119 and 121 Willow Brook Drive or between R-1 and R-2 Districts.
APPROVED: s/Billy R. Smith
Billy Ray Smith, Mayor
City of Clinton, Mississippi
ATTEST: s/Nelson Byrd
Nelson Byrd, City Clerk
August 13, 1992

Hollie 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 August 13, 19 92

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Number of Lines 23

Published 1 Times

Total \$ 9.36

Signed Hollie Barlow
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 13th day of
August 19 92.

Jand Boatner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

PUBLIC HEARING
CLOSURE OF WILLOWBROOK DRIVE
SEPTEMBER 1, 1992

NAME	ADDRESS	FOR CLOSING	AGAINST CLOSING
Lowrie C. Carlton	406 Pebblebrook Dr.	X	
Lynn Porter	217 Willow Brook Dr.	X	
Philip H. Booth	207 Pebble Lane	X	
H. Goswami	121 Willow Brook Dr.	X	
Barbara Marshall	210 Willow Brook Dr.	X	
James Blankenship	407 Pebble Brook	X	
Sira M. Miller	112 Meadowview Cir		X
Dennis Bully	114 Willow Brook Dr.		X
Candace Smith	117B Willow Brook Drive		X
Bill Chion	117A Willow Brook		X
Sharon Crooks	111 Meadowview Cir		X
Margaret Saad	305 Trailwood Dr.		X
Basil Albert	204 Willow Brook		
Van Hatten	117 Meadowview Cir		
Mary Norack	228 Casa Grande Dr.		X
Barbara Stempley	105 Casa Velano		X

AGREEMENT

FOR AND IN CONSIDERATION of the payment to me of Four Thousand Five Hundred Dollars (\$4,500), I, MARY S. CAMPBELL, agree to compromise and settle all disputes and claims arising out of the taking of easements by the City of Clinton over the real property owned by me, and more particularly described in Exhibits A and B attached hereto. These Exhibits are made a part of this Agreement the same as if set forth in this Agreement verbatim. The settlement and compromise made in this Agreement includes specifically the settlement of all issues arising out of, or that might arise out of, that Eminent Domain Cause in the Special Court of Eminent Domain for the First Judicial District of Hinds County, Mississippi, and styled City of Clinton, Mississippi v Mary S. Campbell and Deposit Guaranty Mortgage Company, Cause No. 46-28.

FOR AND IN CONSIDERATION of the payment set forth above and the settlement and compromise of the Eminent Domain proceeding, and all issues that arise out of that Cause, I, MARY S. CAMPBELL will convey to the City of Clinton a temporary easement over the real property described in Exhibit A hereto, which easement shall provide to the City of Clinton the right to enter upon said property for the purpose of performing construction work, and such easement shall be retroactive to the date construction began, and will terminate on the day of this Agreement. I also agree to convey unto the City of Clinton, Mississippi, a permanent easement on that real property described in Exhibit B attached hereto and to waive any claim arising out of the use of such permanent easement prior to the date of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be binding upon MARY S. CAMPBELL but that agreement and consent of Deposit Guaranty Mortgage Company must be obtained, and the payment for the easements shall be made jointly to MARY S. CAMPBELL and Deposit Guaranty Mortgage Company. The parties

Don't pay until permanent easements rec'd per Atty Spell.

to this Agreement agree that MARY S. CAMPBELL shall receive the check made payable jointly to her and Deposit Guaranty Mortgage Company and that MARY S. CAMPBELL shall negotiate any division, if any, of the proceeds with Deposit Guaranty Mortgage Company.

THIS AGREEMENT entered into on this the _____ day of September, 1992.

MARY S. CAMPBELL

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named MARY S. CAMPBELL who, after by me being duly sworn, states upon her oath that the above statements are true and correct and that the signature thereon is her signature, and this instrument was signed and delivered on the day aforesaid as the voluntary act of PAMELA L. SMITH.

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of September, 1992.

Notary Public

My Commission Expires:

City of Clinton, Mississippi
By:

Billy R Smith
Billy Ray Smith, Mayor

Attest:

Nelson Byrd
Nelson Byrd, City Clerk

**LEGAL DESCRIPTION
FOR
WORK LIMITS
SCS STREAMBANK EROSION PROJECT
STRAIGHT FENCE CREEK**

Begin at the Northeast corner of Lot 518 (~~the Mary S. Campbell property~~) of Clinton Park Subdivision, Part 10 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 22 Page 27, reference to which is hereby made in aid of and as a part of this description; said point also being the Southeast corner of Lot 657 of Clinton Park Subdivision, Part 14; run thence along the East, South and North lines of said Lot 518 as follows; Thence run S 34-39-00 E for 100.000 Feet; Thence run S 50-48-00 W for 40.000 Feet; Thence run N 32-29-56 W for 103.204 Feet; Thence run N 55-17-00 E for 36.000 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 518 of Clinton Park Subdivision, Part 10, is located in the Northwest Quarter (NW 1/4) of Section 21, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 3849.99 square feet or 0.0884 acres, more or less.

**LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
STRAIGHT FENCE CREEK**

Begin at the Northeast corner of Lot 518 (the Mary S. Campbell property) of Clinton Park Subdivision, Part 10 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 22 Page 27, reference to which is hereby made in aid of and as a part of this description; said point also being the Southeast corner of Lot 657 of Clinton Park Subdivision, Part 14; run thence along the East, South and North lines of said Lot 518 as follows; Thence run S 34-39-00 E for 100.000 Feet; Thence run S 50-48-00 W for 13.000 Feet; Thence run N 31-50-23 W for 101.144 Feet; Thence run N 55-17-00 E for 8.000 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 518 of Clinton Park Subdivision, Part 10, is located in the Northwest Quarter (NW 1/4) of Section 21, Township 6 North, Range 1, West, City of Clinton, Hinds County, Mississippi and contains 1052.02 square feet or 0.0242 acres, more or less.

AGREEMENT

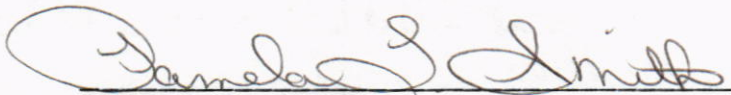
FOR AND IN CONSIDERATION of the payment to me of Five Thousand Forty-five Dollars (\$5,045), I, PAMELA L. SMITH, agree to compromise and settle all disputes and claims arising out of the taking of easements by the City of Clinton over the real property owned by me, and more particularly described in Exhibits A and B attached hereto. These Exhibits are made a part of this Agreement the same as if set forth in this Agreement verbatim. The settlement and compromise made in this Agreement includes specifically the settlement of all issues arising out of, or that might arise out of, that Eminent Domain Cause in the Special Court of Eminent Domain for the First Judicial District of Hinds County, Mississippi, and styled City of Clinton, Mississippi v Pamela L. Smith and Magnolia Federal Bank, Cause No. 39,635.

FOR AND IN CONSIDERATION of the payment set forth above and the settlement and compromise of the Eminent Domain proceeding, and all issues that arise out of that Cause, I, PAMELA L. SMITH will convey to the City of Clinton a temporary easement over the real property described in Exhibit A hereto, which easement shall provide to the City of Clinton the right to enter upon said property for the purpose of performing construction work, and such easement shall be retroactive to the date construction began, and will terminate on the day of this Agreement. I also agree to convey unto the City of Clinton, Mississippi, a permanent easement on that real property described in Exhibit B attached hereto and to waive any claim arising out of the use of such permanent easement prior to the date of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be binding upon PAMELA L. SMITH but that agreement and consent of Magnolia Federal Bank must be obtained, and the payment for the easements shall be made jointly to PAMELA L. SMITH and Magnolia Federal Bank. The parties to this Agreement agree that PAMELA L. SMITH shall receive the check made payable jointly to

her and Magnolia Federal Bank and that PAMELA L. SMITH shall negotiate any division, if any, of the proceeds with Magnolia Federal Bank.

THIS AGREEMENT entered into on this the 25th day of August, 1992.

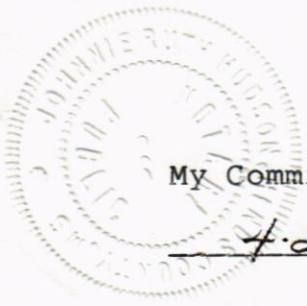

PAMELA L. SMITH

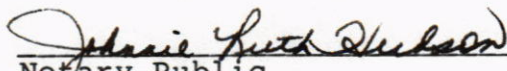
STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named PAMELA L. SMITH who, after by me being duly sworn, states upon her oath that the above statements are true and correct and that the signature thereon is her signature, and this instrument was signed and delivered on the day aforesaid as the voluntary act of PAMELA L. SMITH.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 25th day of August, 1992.




Notary Public

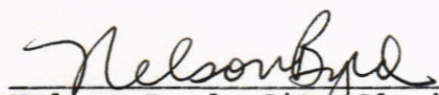
My Commission Expires:

4-21-94

City of Clinton, Mississippi
By:


Billy Ray Smith, Mayor

Attest:


Nelson Byrd, City Clerk

LEGAL DESCRIPTION
FOR
WORK LIMITS
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

Begin at the Northernmost corner of Lot 285 (the Pamela L. Smith property) of Hanging Moss of Trailwood, 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 27 Page 23, reference to which is hereby made in aid of and as a part of this description; said point also being the Southwesternmost corner of Lot 284 of said Hanging Moss of Trailwood Part 6; run thence along the North, South and West lines of said Lot 285 as follows; Thence run S 53-31-00 E for 47.000 Feet; Thence run S 12-50-24 W for 130.130 Feet; Thence run N 72-35-00 W for 63.000 Feet; Thence run N 20-39-00 E for 145.300 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 285 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 7371.00 square feet or 0.1692 acres, more or less.

**LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION**

Begin at the Northernmost corner of Lot 285 (the Pamela L. Smith property) of Hanging Moss of Trailwood, 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 27 Page 23, reference to which is hereby made in aid of and as a part of this description; said point also being the Southwesternmost corner of Lot 284 of said Hanging Moss of Trailwood Part 6; run thence along the North, South and West lines of said Lot 285 as follows; Thence run S 53-31-00 E for 20.000 Feet; Thence run S 13-44-24 W for 138.821 Feet; Thence run N 72-35-00 W for 25.000 Feet; Thence run N 14-31-38 E for 102.967 Feet; Thence run N 20-39-00 E for 42.300 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 285 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 3325.89 square feet or 0.0764 acres, more or less.

AGREEMENT

FOR AND IN CONSIDERATION of the payment to me of Two Thousand Dollars (\$2,000), I, MIKE HOPKINS, agree to compromise and settle all disputes and claims arising out of the taking of easements by the City of Clinton over the real property owned by me, and more particularly described in Exhibits A and B attached hereto. These Exhibits are made a part of this Agreement the same as if set forth in this Agreement verbatim. The settlement and compromise made in this Agreement includes specifically the settlement of all issues arising out of, or that might arise out of, that Eminent Domain Cause in the Special Court of Eminent Domain for the First Judicial District of Hinds County, Mississippi, and styled City of Clinton, Mississippi v Mike Hopkins and Colonial Mortgage Company, Cause No. 39,636.

FOR AND IN CONSIDERATION of the payment set forth above and the settlement and compromise of the Eminent Domain proceeding, and all issues that arise out of that Cause, I, MIKE HOPKINS, will convey to the City of Clinton a temporary easement over the real property described in Exhibit A hereto, which easement shall provide to the City of Clinton the right to enter upon said property for the purpose of performing construction work, and such easement shall be retroactive to the date construction began, and will terminate on the day of this Agreement. I also agree to convey unto the City of Clinton, Mississippi, a permanent easement on that real property described in Exhibit B attached hereto and to waive any claim arising out of the use of such permanent easement prior to the date of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be binding upon MIKE HOPKINS but that agreement and consent of Colonial Mortgage Company must be obtained, and the payment for the easements shall be made jointly to MIKE HOPKINS and Colonial Mortgage Company. The parties to this Agreement agree that MIKE HOPKINS shall receive the check made payable jointly to

MIKE HOPKINS and Colonial Mortgage Company, and that MIKE HOPKINS shall negotiate any division, if any, of the proceeds with Colonial Mortgage Company.

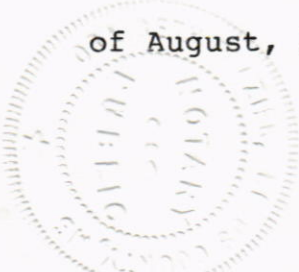
THIS AGREEMENT entered into on this the 8/26/92 day of August, 1992.

Mike Hopkins
M. J. Hopkins
MIKE HOPKINS

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named MIKE HOPKINS who, after by me being duly sworn, states upon his oath that the above statements are true and correct and that the signature thereon is his signature, and this instrument was signed and delivered on the day aforesaid as the voluntary act of MIKE HOPKINS.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 26th day of August, 1992.



Ora Beth Frayre
Notary Public

My Commission Expires:
My Commission Expires February 16, 1996

City of Clinton, Mississippi
By:

Billy R. Smith
Billy Ray Smith, Mayor

Attest:

Nelson Byrd
Nelson Byrd, City Clerk

**LEGAL DESCRIPTION
FOR
WORK LIMITS
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION**

Begin at the Northwest corner of Lot 286 (the Mike Hopkins property) of Hanging Moss of Trailwood, 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 27 Page 23, reference to which is hereby made in aid of and as a part of this description; said point also being the Southwest corner of Lot 285 of said Hanging Moss of Trailwood Part 6; run thence along the Northwest, West and North lines of said Lot 286 as follows; Thence run S 72-35-00 E for 63.000 Feet; Thence run S 38-49-39 W for 48.610 Feet; Thence run S 76-15-43 W for 37.853 Feet; Thence run N 0-06-00 E for 47.000 Feet; Thence run N 20-39-00 E for 20.000 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 286 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 2766.65 square feet or 0.0635 acres, more or less.

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION**

Begin at the Northwest corner of Lot 286 (the Mike Hopkins property) of Hanging Moss of Trailwood, 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 27 Page 23, reference to which is hereby made in aid of and as a part of this description; said point also being the Southwest corner of Lot 285 of said Hanging Moss of Trailwood Part 6; run thence along the Northwest, West and North lines of said Lot 286 as follows; Thence run S 72-35-00 E for 36.000 Feet; Thence run S 38-01-21 W for 27.951 Feet; Thence run S 77-51-37 W for 20.629 Feet; Thence run N 5-34-35 W for 23.206 Feet; Thence run N 20-39-00 E for 15.000 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 286 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 915.70 square feet or 0.0210 acres, more or less.

EXHIBIT "B"

AGREEMENT

FOR AND IN CONSIDERATION of the payment to us of Three Thousand Sixty Dollars (\$3,060), we, EUGENE P. DARMER and KAREN J. DARMER, agree to compromise and settle all disputes and claims arising out of the taking of easements by the City of Clinton over the real property owned by us, and more particularly described in Exhibits A and B attached hereto. These Exhibits are made a part of this Agreement the same as if set forth in this Agreement verbatim. The settlement and compromise made in this Agreement includes specifically the settlement of all issues raised or arising out of, or that might arise out of, that Eminent Domain Cause in the Special Court of Eminent Domain for the First Judicial District of Hinds County, Mississippi, and styled City of Clinton, Mississippi v Eugene P. Darmer and Karen J. Darmer and Trustmark National Bank, Cause No. 39,637.

FOR AND IN CONSIDERATION of the payment set forth above and the settlement and compromise of the Eminent Domain proceeding, and all issues that arise out of that Cause, we EUGENE P. DARMER and KAREN J. DARMER will convey to the City of Clinton a temporary easement over the real property described in Exhibit A hereto, which easement shall provide to the City of Clinton the right to enter upon said property for the purpose of performing construction work, and such easement shall be retroactive to the date construction began, and will terminate on the day of this Agreement. We also agree to convey unto the City of Clinton, Mississippi, a permanent easement on that real property described in Exhibit B attached hereto and to waive any claim arising out of the use of such permanent easement prior to the date of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be binding upon EUGENE P. DARMER and KAREN J. DARMER but that agreement and consent of Trustmark National Bank must be obtained, and the payment for the easements shall be made jointly

to EUGENE P. DARMER and KAREN J. DARMER and Trustmark National Bank. The parties to this Agreement agree that EUGENE P. DARMER and KAREN J. DARMER shall receive the check made payable jointly to them and to Trustmark National Bank and that EUGENE P. DARMER and KAREN J. DARMER shall negotiate any division, if any, of the proceeds with Trustmark National Bank.

THIS AGREEMENT entered into on this the 25th day of August, 1992.

Eugene P. Darmer
EUGENE P. DARMER

Karen J. Darmer
KAREN J. DARMER

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named EUGENE P. DARMER and KAREN J. DARMER who, after by me being duly sworn, state upon their oath that the above statements are true and correct and that the signatures thereon are their signatures, and this instrument was signed and delivered on the day aforesaid as the voluntary act of EUGENE P. DARMER and KAREN J. DARMER.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 25th day of August, 1992.

Pat G. Shepperd
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 4, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

City of Clinton, Mississippi
By:

Billy R. Smith
Billy Ray Smith, Mayor

Attest:

Nelson Byrd
Nelson Byrd, City Clerk

LEGAL DESCRIPTION
FOR
WORK LIMITS
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

Begin at the Northeast corner of Lot 283 (the Eugene P. Darmer & Karen J. Darmer property) of Hanging Moss of Trailwood, 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 27 Page 23, reference to which is hereby made in aid of and as a part of this description; said point also being the Westernmost corner of Lot 280 of said Hanging Moss of Trailwood Part 6; run thence along the East, West and North lines of said Lot 283 as follows; Thence run S 16-24-00 E for 39.000 Feet; Thence run S 66-33-37 W for 168.130 Feet; Thence run N 34-30-00 W for 80.000 Feet; Thence run S 87-30-00 E for 156.300 Feet; Thence run N 35-39-00 E for 55.600 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 283 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 6700.82 square feet or 0.1538 acres, more or less.

EXHIBIT "B"

**LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION**

Begin at the Northwest corner of Lot 283 (the Eugene P. Darmer and Karen J. Darmer property) of Hanging Moss of Trailwood, 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 27 Page 23, reference to which is hereby made in aid of and as a part of this description; said point also being the Westernmost corner of Lot 280 of said Hanging Moss of Trailwood Part 6; run thence along the North and West lines of said Lot 283 as follows; Thence run S 87-30-00 E for 156.300 Feet; Thence run S 86-10-55 W for 145.145 Feet; Thence run N 34-30-00 W for 20.000 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 283 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 1248.28 square feet or 0.0287 acres, more or less.

EXHIBIT "B"

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

LEGAL NOTICE OF
BUDGET HEARING
A Public Hearing will be held
on September 1, 1992 at 7:00
p.m. at A.E. Wood Memorial
Library, 111 Clinton Boule-
vard to provide the general
public with an opportunity to
comment on the taxing and
spending plan incorporated in
the Budgets of Clinton, Mis-
sissippi, for the Fiscal Year
beginning October 1, 1992 and
ending September 30, 1993.
All interested citizens are en-
couraged to attend and com-
ment. proposed Budget will
be open for inspection at the
Office of the City Clerk, 300
Jefferson Street, before said
Public Hearing Date of Sep-
tember 1, 1992.
/s/ B. R. Smith
Billy Ray Smith,
Mayor
August 19, 1992
/s/ Nelson Byrd
Nelson Byrd, City Clerk
August 19, 1992
August 27, 1992

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

Hollie 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 August 27, 19 92

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Number of Lines 31

Published 1 Times

Total \$ 11.92

Signed Hollie Barlow
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 27th day of
August, 19 92.

Janet Deaton
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

* Reused after
8/25/92
meeting

MUNICIPAL BUDGET

BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ended SEPTEMBER 30, 1993

GENERAL FUND
REVENUES

Licenses & Permits	\$ 390,400.00
Inter-Governmental Revenues:	
State Shared Revenues	<u>2,051,700.00</u>
Charges for Services:	
Public Safety	<u>5,050.00</u>
Sanitation	<u>425,396.00</u>
Health	<u>3,050.00</u>
Fines & Forfeits	<u>95,050.00</u>
Miscellaneous	<u>175,500.00</u>
Total from All Sources Other than Taxation	\$ <u>3,146,146.00</u>
Balance at Beginning of Year	<u>541,915.00</u>
Total Revenue from Sources Other than Taxation	\$ <u>3,688,061.00</u>
Amount Necessary to be Raised by Tax Levy	<u>2,525,131.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>6,213,192.00</u>

EXPENDITURES
General Government

Financial Administration:

Personal Services	\$ 382,040.00
Supplies	17,700.00
Other Services & Charges	103,900.00
Capital Outlay	<u>19,500.00</u>
Total Administration	\$ <u>523,140.00</u>

Planning & Zoning:

Other Services & Charges	\$ <u>37,485.00</u>
Total General Government	\$ <u>560,625.00</u>

GENERAL FUND - Continued
EXPENDITURES - Continued

Public Safety:

Police:

Personal Services	\$ 1,231,500.00
Supplies	97,832.00
Other Services & Charges	120,071.00
Capital Outlay	<u>81,476.00</u>
Total Police	\$ <u>1,530,879.00</u>

Fire :

Personal Services	\$ 1,174,157.00
Supplies	57,615.00
Other Services & Charges	94,150.00
Capital Outlay	63,691.87
Emergency Medical Services	<u>13,421.00</u>
Total Fire	\$ <u>1,403,034.87</u>

Total Public Safety

\$ 2,933,913.87

Public Works:

Inspection:

Personal Services	\$ 40,024.00
Supplies	2,050.00
Other Services & Charges	11,815.00
Capital Outlay	<u>500.00</u>
Total Inspection	\$ <u>54,389.00</u>

Street:

Personal Services	\$ 314,079.00
Supplies	512,400.00
Other Services & Charges	200,500.00
Capital Outlay	<u>476,092.00</u>
Total Street	\$ <u>1,503,071.00</u>

Sanitation:

Other Services & Charges	\$ <u>420,716.00</u>
--------------------------	----------------------

Total Public Works

\$ 1,978,176.00

GENERAL FUND - Continued
EXPENDITURES - Continued

Culture & Recreation:

Library:

Personal Services	\$ 15,853.00
Supplies	6,150.00
Other Services & Charges	4,985.00
Capital Outlay	<u>6,100.00</u>
Total Library	\$ <u>33,088.00</u>
Total Culture & Recreation	\$ <u>33,088.00</u>

Economic Development:

Supplies	\$ 1,000.00
Other Services & Charges	81,775.00
Capital Outlay	<u>3,000.00</u>
Total Economic Development	\$ <u>85,775.00</u>

Miscellaneous:

Transfer to Cap. Projects-Police/ Courtroom Facility	\$ 51,385.00
Transfer to Parks & Recreation Operation Fund	329,879.00
Other Services & Charges	<u>18,000.00</u>
Total Miscellaneous	\$ <u>399,264.00</u>

Total General Fund Expenditures	\$5,990,841.87
Balance at End of Year	<u>222,350.13</u>
Total Expenditures and Year End Balance	\$6,213,192.00

Last Yr 102,000

SPECIAL REVENUE - LAW ENFORCEMENT FUND
For the Year Ending September 30, 1993
Clinton, Mississippi

REVENUES

Receipts from the State of Mississippi	\$ 3,000.00
Other	<u>12,000.00</u>
Total from All Sources Other than Taxation	\$ 15,000.00
Balance at Beginning of Year	<u>-</u>
Total Revenue from Sources Other than Taxation	\$ <u>15,000.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>15,000.00</u>

EXPENDITURES

Supplies	\$ 12,000.00
Other Services and Charges	<u>3,000.00</u>
Total Expenditures	\$ <u>15,000.00</u>

DEBT SERVICE FUND
For the Year Ending September 30, 1993
Clinton, Mississippi

REVENUES

Balance at Beginning of Year	\$ 47,200.00
Interest	<u>1,200.00</u>
 Total Available Cash and Anticipated Revenue from All Sources	 <u>\$ 48,400.00</u>

EXPENDITURES

General Issues:	
Bonds Redeemed	\$ 2,000.00
Interest on Bonds	320.00
Cash Available after Payment of Bond Issue	<u>46,080.00</u>
 Total Expenditures	 <u>\$ 48,400.00</u>

PARKS AND RECREATION OPERATION FUND
For the Year Ending September 30, 1993
Clinton, Mississippi

REVENUES

Transfer from General Fund	\$ <u>329,879.00</u>
Other	<u>6,350.00</u>
Total from All Sources Other than Taxation	\$ <u>336,229.00</u>
Balance at Beginning of Year	<u>-</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>336,229.00</u>

EXPENDITURES

Personal Services	\$ <u>173,300.00</u>
Supplies	<u>39,800.00</u>
Other Services	<u>111,129.00</u>
Capital Outlay	<u>3,500.00</u>
Debt Service	<u>8,500.00</u>
Total Expenditures	\$ <u>336,229.00</u>

CAPITAL PROJECTS - POLICE/COURTROOM FACILITY

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Interest	\$ <u>10,000.00</u>
Total from All Sources Other than Taxation	\$ 10,000.00
Balance at Beginning of Year	<u>389,000.00</u>
Total Revenue from Sources Other than Taxation	\$ <u>399,000.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>399,000.00</u>

EXPENDITURES

Legal	\$ 10,000.00
Construction	381,000.00
Architect	<u>8,000.00</u>
Total Expenditures	\$ <u>399,000.00</u>

PARKS AND RECREATION
BOND AND INTEREST FUND

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Amount Necessary to be Raised by Tax Levy	\$ <u>115,796.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>115,796.00</u>

EXPENDITURES

General Issues:

Bonds Redeemed	\$ 65,000.00
Interest on Bonds	<u>50,796.00</u>
Total Expenditures	\$ <u>115,796.00</u>

BOND AND INTEREST FUND
CLINTON PUBLIC SCHOOL DISTRICT

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Receipts from Jackson Public School District	\$ 36,290.00
Amount Necessary to be Raised by Tax Levy	<u>594,854.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>631,144.00</u>

EXPENDITURES

General Issues:	
Bonds Redeemed	\$ 305,000.00
Interest on Bonds	<u>326,144.00</u>
Total Expenditures	\$ <u>631,144.00</u>

FIREMEN & POLICEMEN DISABILITY
AND RELIEF FUND

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Amount Necessary to be Raised by Tax Levy	\$ <u>22,302.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>22,302.00</u>

EXPENDITURES

Contribution to State Administered Retirement Fund	\$ <u>22,302.00</u>
Total Expenditures	\$ <u>22,302.00</u>

UNEMPLOYMENT COMPENSATION
REVOLVING FUND

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Balance at Beginning of Year	\$ <u>14,000.00</u>
Operating Transfers In	<u>2,000.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>16,000.00</u>

EXPENDITURES

Unemployment Claims	\$ <u>2,000.00</u>
Total Fund Balance at End of Year	\$ <u>14,000.00</u>
Total Expenditures	\$ <u>16,000.00</u>

WATER AND SEWER FUND

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Water Sales	<u>\$1,560,000.00</u>
Fees and Service Charges	<u>707,000.00</u>
Water Tap Materials & Labor	<u>6,300.00</u>
Sewer Tap Materials & Labor	<u>3,000.00</u>
Water Line Installation Materials & Labor	<u>1,000.00</u>
Meter Installation Materials & Labor	<u>6,500.00</u>
Interest	<u>50,000.00</u>
Other	<u>15,000.00</u>
Total from All Sources Other than Taxation	<u>\$2,348,800.00</u>
Balance at Beginning of Year	<u>310,892.00</u>
Total Revenue from Sources Other than Taxation	<u>\$2,659,692.00</u>
Total Available Cash and Anticipated Revenue from All Sources	<u>\$2,659,692.00</u>

EXPENDITURES

Personal Services	<u>\$ 667,240.00</u>
Supplies	<u>226,200.00</u>
Other Services and Charges	<u>1,254,964.00</u>
Capital Outlay	<u>112,892.00*</u>
Total Expenditures	<u>\$2,261,296.00</u>
Balance at End of Year	<u>\$ 398,396.00</u>
Total Expenditures and Year End Balance	<u>\$2,659,692.00</u>

* Includes \$110,892.00 Balance of \$1.6 million Sanitary Sewer Bond Issue for Lagoon Improvements - Amount is to be spent for this purpose only -

CAPITAL PROJECTS - PARKS AND RECREATION

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Interest	\$ 10,000.00
Balance at Beginning of Year	<u>760,000.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>770,000.00</u>

EXPENDITURES

Capital Improvements	\$ 288,500.00
Construction Contracts	378,500.00
Engineering & Other	<u>103,000.00</u>
Total Expenditures	\$ <u>770,000.00</u>

POLICE/COURTROOM FACILITY -
BOND AND INTEREST FUND

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Operating Transfers from General Fund	\$ 51,385.00
Interest	<u>100.00</u>
Total from All Sources Other than Taxation	\$ 51,485.00
Balance at Beginning of Year	<u>600.00</u>
Total Revenue from Sources Other than Taxation	\$ <u>52,085.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>52,085.00</u>

EXPENDITURES

General Issues:

Bonds Redeemed	\$ 30,000.00
Interest on Bonds	<u>22,085.00</u>
Total Expenditures	\$ <u>52,085.00</u>

CAPITAL PROJECTS - CDBG FUND
For the Year Ending September 30, 1993
Clinton, Mississippi

REVENUES

State Grant - CDBG	\$ <u>200,000.00</u>
Total from All Sources Other than Taxation	\$ <u>200,000.00</u>
Balance at Beginning of Year	<u>-</u>
Total Revenue from Sources Other than Taxation	<u>200,000.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>200,000.00</u>

EXPENDITURES

Administrative	\$ <u>28,000.00</u>
Legal	<u>16,000.00</u>
Engineering	<u>9,000.00</u>
Construction	<u>142,000.00</u>
Inspection	<u>4,000.00</u>
Total Expenditures	\$ <u>200,000.00</u>

CAPITAL PROJECTS - POLICE/COURTROOM FACILITY -
CONSTRUCTION FUND

For the Year Ending September 30, 1993

Clinton, Mississippi

REVENUES

Interest	\$ <u>1,300.00</u>
Total from All Sources Other than Taxation	\$ 1,300.00
Balance at Beginning of Year	<u>399,500.00</u>
Total Revenue from Sources Other than Taxation	\$ <u>400,800.00</u>
Total Available Cash and Anticipated Revenue from All Sources	\$ <u>400,800.00</u>

EXPENDITURES

Legal	\$ 10,000.00
Engineering	40,000.00
Construction Contracts	300,000.00
Architect	50,000.00
Advertising	<u>800.00</u>
Total Expenditures	\$ <u>400,800.00</u>

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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

Hollie 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 30, 1992

Date August 6, 1992

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Number of Lines 28

Published 2 Times

Total \$ 15.56

Signed Hollie Barlow
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 6th day of
August 19 92.

Jand Bochner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

DON'T TRASH CLINTON'S FUTURE



The Recycling Solution Is In Your Hands

Recycling has been identified as one of the major environmental objectives of the 90's ... and Clinton citizens are leading the way toward achieving this objective. Magnolia State Disposal Service wants to thank and commend Clintonians for their active support of recycling. Together we can work toward making a better, more safe environment both now and for future generations.

In order to better serve the Clinton public, and recover the greatest quantity of high quality marketable material, the number of different types of material placed in the recycling bin must be limited. Hopefully in the future more and more material can be added to the recy-

clable list. The ultimate objective is to preserve as much of our natural resources as possible with a highly successful recycling loop. YOU place the recyclables at your street curb, they are picked up and processed, shipped to markets, recycled into new products, returned to the marketplace, YOU buy them and the loop starts over. YOU are the key to the success of recycling in Clinton ! In order to help Clintonians make their recycling program the very best it is vital that only those items listed below are placed in your recycling bin. Your help in following the list of **ITEMS TO RECYCLE** will help keep the quality of recyclables high and make our Clinton Recycling Program an even greater success.

YES

Recyclable

Newspaper (bagged)
Corrugated Cardboard Boxes
Plastic Milk, Juice, Water and
Soda Jugs (remove tops)
Aluminum Beverage and other food cans
Glass (remove tops)

NO

Non-Recyclable ... Right Now !!!

Styrofoam Cups / Trays
Margarine Tubs
Cigarette Packages
Bread Wrappers
Magazines and other slick paper
Wire and Appliances
Coffee Filters
Paper Towels
Juice Boxes
Colored Paper

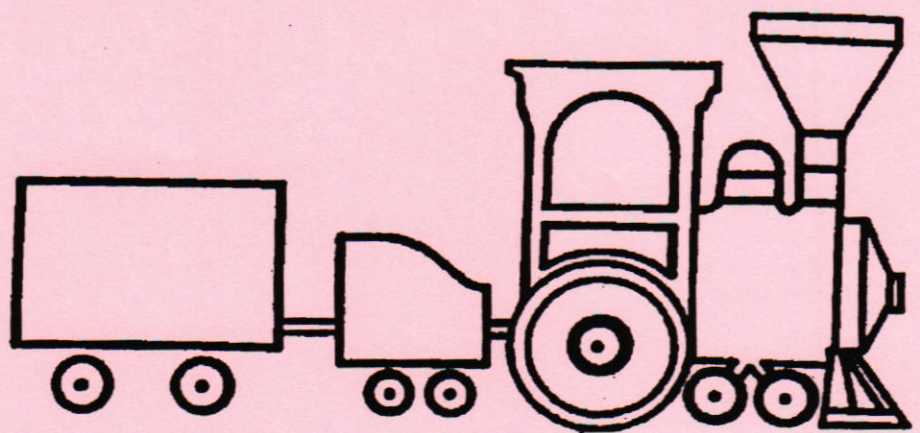
Clinton Recycling Is Counting On You To ...

-  Place only acceptable recyclable items listed above in your recycling bin each week.
-  Remove lids and labels and rinse out all containers. Dirty items, such as unrinsed food cans, contaminate other recyclables in your bin.
-  Stack newspapers separate from other items in your bin. Wet and soggy newspaper does not meet quality recycling standards.
-  Place your bin at the curb in front of your house on Wednesday.

W
E R
D E
N is C D
E Y A
S C Y
D L
A E
Y

Hey ... Clinton Kids !!!

GET
ON
BOARD



The Clinton Recycling Express

Clinton kids... you can make a real difference in Clinton. All across America cities like Clinton have made a commitment to preserve our natural resources and protect the environment through RECYCLING ! You can play an important role in Clinton recycling by making sure a full recycling bin is placed in front of your house each Wednesday. Clinton is counting on YOU to lead the way toward a better future.

Did you know ... ?

Recycling 1 aluminum can saves enough energy to operate a TV for 3 hours.

2 weeks of daily newspapers are equivalent to a full grown tree.

Recycling 1 glass bottle saves enough energy to light a 100 watt light bulb for 4 hours

36 2-liter plastic soda bottles can be recycled into 1 square yard of carpeting.

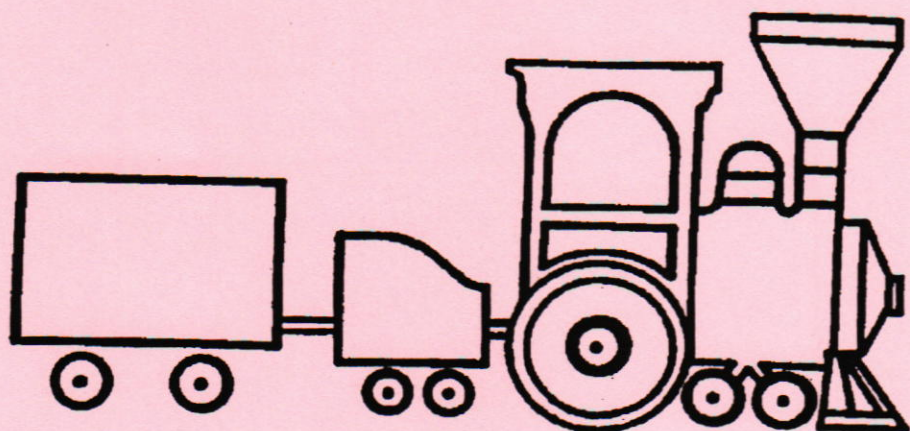


Fill up your recycling bin and put it out on the curb in front of your house each ... WEDNESDAY !!!

Don't Trash Clinton's Future

Hey ... Clinton Kids !!!

GET
ON
BOARD



The Clinton Recycling Express

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Fill up your recycling bin and put it out on the curb in front of your house each ... WEDNESDAY !!!

Don't Trash Clinton's Future

STATE: MISSISSIPPI

EWP PROJECT: Clinton EWP

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, by and between the City of Clinton called the Sponsor; and the Soil Conservation Service, United States Department of Agriculture, called SCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216, Public Law 81-516, and Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and the Sponsor and SCS agree to emergency protection measures;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and SCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated cost of \$250,000.00.

Installation of channel bank stabilization measures on the following projects:

1. Neal Street
2. Melrose (2)
3. Arlington Repair
4. Robinson Park Extension II

- B. The Sponsor will:

1. Provide 20 percent of the cost of constructing the emergency protection measures described in Section A. This cost to the Sponsors is estimated to be \$50,000.00.
2. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency protection measures described in Section A.
3. Designate an individual to serve as liaison between the Sponsor and the SCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the State Administrative Officer.
4. Review and approve the final drawings and specifications for the work described in Section A.



STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION

14

MEMORANDUM

TO: CITY OF CLINTON
PARKS AND RECREATION
P. O. BOX 156
CLINTON MS 39060

DATE: August 25, 1992

FROM: STATE CLEARINGHOUSE FOR FEDERAL PROGRAMS

SUBJECT: REVIEW COMMENTS — Activity:
PARK DEVELOPMENT SOUTH OF 1-20.

State Application Identifier Number: MS920317-005

Location: HINDS

Contact: CARROLL ARLEDGE

The State Clearinghouse, in cooperation with state agencies interested or possibly affected, has completed the review process for the activity described above.

INTERGOVERNMENTAL REVIEW PROCESS COMPLIANCE:

- () We are enclosing the comments received from the state agencies for your consideration and appropriate action. The remaining agencies involved in the review did not have comments or recommendations to offer at this time. A copy of this letter is to be attached to the application as evidence of compliance with Executive Order 12372 review requirements.
- (V) Conditional clearance pending Archives and History's approval.
- () None of the state agencies involved in the review had comments or recommendations to offer at this time. This concludes the State Clearinghouse review, and we encourage appropriate action as soon as possible. A copy of this letter is to be attached to the application as evidence of compliance with Executive Order 12372 review requirements.
- () The review of this activity is being extended for a period not to exceed 60 days from the receipt of notification to allow adequate time for review.

COASTAL PROGRAM COMPLIANCE (Coastal area activities only):

- () The activity has been reviewed and complies with the Mississippi Coastal Program. A consistency certification is to be issued by the Bureau of Marine Resources in accordance with the Coastal Zone Management Act.
- () The activity has been reviewed and does not comply with the Mississippi Coastal Program.

cc: Funding Agency (As requested by applicant)

Limitation of Use Agreement
for Park 5 of I-20

Spell to Po

JB

Minute Copy

QUITCLAIM OF EASEMENT FOR INGRESS AND EGRESS

WHEREAS, the CITY OF CLINTON, MISSISSIPPI, a governmental subdivision of the State of Mississippi, acting by and through its duly elected, qualified and serving Mayor and Board of Aldermen, did, on June 21, 1991, acquire a certain parcel of land lying and being situated in Section 32, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described by Exhibit "A" attached hereto and incorporated herein for all purposes, from KATHERINE D. PEACOCK and SANDRA SUMRALL SMITH; and

WHEREAS, the purpose of the aforesaid acquisition of land was for additional right-of-way to a portion of Springridge Road within the City of Clinton, Mississippi, for improvements to be made thereon; and

WHEREAS, the aforesaid KATHERINE D. PEACOCK and SANDRA SUMRALL SMITH are the owners of approximately 54.43 acres of land lying to the East of the aforesaid parcel acquired by the CITY OF CLINTON, MISSISSIPPI; and

WHEREAS, access by KATHERINE D. PEACOCK and SANDRA SUMRALL SMITH to the aforesaid 54.43 acres of land, more or less, was from Springridge Road at the point where the aforesaid tract of land for additional right-of-way was acquired by the CITY OF CLINTON, MISSISSIPPI; and

WHEREAS, KATHERINE D. PEACOCK and SANDRA SUMRALL SMITH, at the time of the conveyance of the aforesaid parcel of land to the CITY OF CLINTON, MISSISSIPPI, inadvertently omitted to reserve an easement for the purposes of ingress and egress over and across the tract of land acquired by the CITY OF CLINTON, MISSISSIPPI, for themselves, and/or their successors in title; and

WHEREAS, it was the intention of KATHERINE D. PEACOCK and SANDRA SUMRALL SMITH and the CITY OF CLINTON, MISSISSIPPI, that the said parcel of land acquired by the CITY OF CLINTON, MISSISSIPPI, would be and become a part or portion of the right-of-way of Springridge Road within the CITY OF CLINTON, MISSISSIPPI, and would provide for public and private access to

all lands fronting or abutting on said right-of-way of Springridge Road, including, the parcel acquired therefor from KATHERINE D. PEACOCK and SANDRA SUMRALL SMITH; and

WHEREAS, KATHERINE D. PEACOCK and SANDRA SUMRALL SMITH, and the CITY OF CLINTON, MISSISSIPPI, now desire to correct the inadvertent error and omission on the part of the parties by their failure to provide for an easement for ingress and egress over and across the tract of land acquired by the CITY OF CLINTON, MISSISSIPPI, aforesaid; now therefore

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the CITY OF CLINTON, MISSISSIPPI, a governmental subdivision of the STATE OF MISSISSIPPI, acting by and through its duly elected, qualified and serving Mayor and Board of Aldermen, do hereby convey and quitclaim unto KATHERINE D. PEACOCK and SANDRA SUMRALL SMITH, and their successors or assigns, together with the general public at large, the right of ingress and egress in, over and across the real property described by Exhibit "A" attached hereto the same as if it were property within the right-of-way of Springridge Road, said property being more particularly described as follows:

That certain parcel of land lying and being situated in Section 32, Township 6 North, Range 1 West, Hinds County, Mississippi, and more particularly described by Warranty Deed recorded in Book 3854 at page 67 in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, a true and correct copy of which Warranty Deed is attached hereto as Exhibit "A" and incorporated herein for all purposes.

THIS the 1st day of September, 1992.

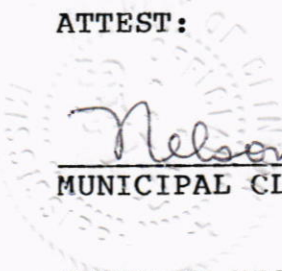
THE CITY OF CLINTON, MISSISSIPPI

BY:


MAYOR PRO TEMPORE

The MAYOR of the CITY OF CLINTON, MISSISSIPPI, was duly authorized and empowered by a majority of the Board of Aldermen to execute and deliver the above and foregoing EASEMENT FOR INGRESS AND EGRESS at a regular meeting of the Mayor and Board of Aldermen of the CITY OF CLINTON, MISSISSIPPI, held on the 1st day of September, 1992 and duly noted in the minutes of said meeting.

ATTEST:


Nelson Byrd
MUNICIPAL CLERK

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Jean W. Johnson, known to me to be the Mayor Pro Tempore of the City of Clinton, Mississippi, and the within named Nelson Byrd, known to me to be the Municipal Clerk of the City of Clinton, Mississippi, who each acknowledged to me that for and on behalf of the CITY OF CLINTON, MISSISSIPPI, they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned and for the purposes therein set forth for and on behalf of the CITY OF CLINTON, MISSISSIPPI, having first been duly authorized to so do and act in the premises.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this, the 1st day of September, 1992.

Christine E. Walls
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires July 24, 1994



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Katherine D. Peacock and Sandra Sumrall Smith, "Grantors", do hereby sell convey and warrant unto the City of Clinton, a Mississippi municipality, the land and property situated in the First Judicial District of Hinds County, Mississippi:

That certain parcel of land lying and being situated in Section 32, Township 6 North, Range 1 West, Hinds County, Mississippi.

and described more particularly by Exhibit A attached hereto.

It is agreed and understood that the taxes for the current year shall be probated as of this date and Grantors agree to pay said taxes when they become due.

This conveyance is subject to all building restrictions, protective covenants, easements and oil, gas and mineral reservations of record affecting the above-described property.

WITNESS my/our signature on this the 21 day of

June, 1991.


KATHERINE D. PEACOCK


SANDRA SUMRALL SMITH

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within-named KATHERINE D. PEACOCK who, after by me being duly sworn, acknowledged that she signed and delivered the above and foregoing Warranty Deed on the

Exhibit "A"

BOOK 3854 PAGE 68

date and year and for the purposes therein mentioned as her own free act and deed.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 11th day of June, 1991.

MY COMMISSION EXPIRES MARCH 27, 1992

My Commission Expires:
MY COMMISSION EXPIRES MARCH 27, 1992

Notary Public

STATE OF MISSISSIPPI ~~FLORIDA~~
COUNTY OF HINDS ~~ORANGE~~

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within-named SANDRA SUMRALL SMITH, who, after by me being duly sworn, acknowledged that she signed and delivered the above and foregoing Warranty Deed on the date and year and for the purposes therein mentioned as her own free act and deed.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 12 day of June, 1991.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI
MY COMMISSION EXPIRES MARCH 27, 1992

Grantors' Address

~~Clinton, MS 39056~~
111 E. Capital St.
Jackson, Ms.
39201
969-7607

Grantee's Address

P.O. Box 156
Clinton, MS 39056
(601) 924-5300

Begin at the point of intersection of the North line of the grantors property with the present East right-of-way line of Springridge Road; run thence South 01 degrees 45 minutes 30 seconds West and along said East right-of-way line of Springridge Road and West line of the grantors property for a distance of 450.0 feet more or less to a point on the South line of the grantors property and the North line of the Clinton Municipal Separate School District property according to a description thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Deed Book 2402 at Page 370, reference to which is hereby made in aid of and as a part of this description; run thence South 89 degrees 40 minutes East and along said South line of the grantors property and North line of said Clinton Municipal Separate School District property for a distance of 30.0 feet to a point; run thence North 02 degrees 38 minutes 51 seconds West for a distance of 130.1 feet to a point on a line 60 feet East of and parallel to the center of said Springridge Road; run thence North 01 degrees 45 minutes 30 seconds East and along said line 60 feet East of and parallel to the center of Springridge Road for a distance of 320.0 feet, more or less, to a point on the North line of the grantors property; run thence North 89 degrees 40 minutes West and along said North line of the grantors property for a distance of 20.0 feet to the point of beginning, containing 0.22 acres, more or less, and being situated in the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 6 North, Range 1 West, City of Clinton, First Judicial District, Hinds County, Mississippi.

EXHIBIT A



STATE OF MISSISSIPPI, County of Hinds:

I, certify that the within instrument was filed for record in my office this 26 day of June, 1991, at 8 o'clock A. M., and was duly recorded on the 27 day of June, 1991. Book No. 3854 Page 69

PETE MCGEE, CHANCERY CLERK By: K. Shepherd D.C.

CMPDD CONTRACT
NO. 319 E23
CITY OF CLINTON
REDISTRICTING

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 5th day of October, 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 work performed by the Planning Agency which are directly attributable to the services covered by this 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 shall be:

PHASE I. Redistricting Process
Cost: Minimum charge of Two Thousand Five Hundred Dollars (\$2,500). Additional hours over and above \$2,500 will be charged at the

CMPDD CONTRACT
NO. 319 E23

hourly rate of participating staff as stated below. NOT TO EXCEED Seven Thousand ~~Five~~ Hundred Dollars (~~\$7,500~~) *BAR* *7.000* *2010*

PHASE II: Court Action (Probably Not Required)
Cost: Most plans are not challenged in court. However, in some rare instances, they are. If plan is challenged time will be charged at the rates below based on actual hours and expenses. This could be over and above the not to exceed" limit in Phase I and II.

Compensation to the Planning Agency for work performed shall be according to the following rate schedule:

Technician	\$20.00 per hour
Planner	\$35.00 per hour
Senior Planner	\$60.00 per hour
Clerical	No Charge
Copying	No Charge
Travel	22.5 cents/per mile
Other	Incidental necessary out-of-pocket project related costs

9. 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. 319 E23

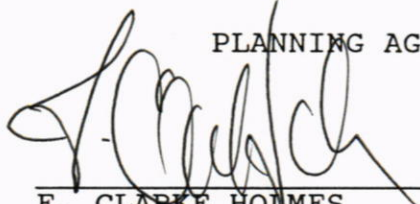
IN WITNESS WHEREOF, the Planning Agency and the Local
Government have executed this Agreement as of this date first
above written.

ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT

PLANNING AGENCY


DAN L. THOMPSON
DIRECTOR OF FINANCE


F. CLARKE HOLMES
EXECUTIVE DIRECTOR

ATTEST:

LOCAL GOVERNMENT

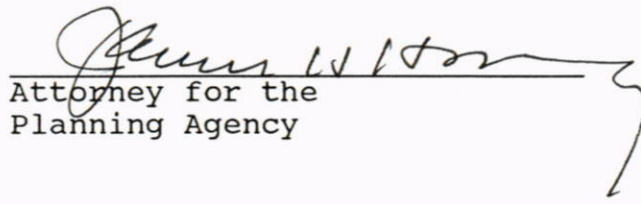
CITY OF CLINTON,
MISSISSIPPI


NELSON BYRD
CITY CLERK


BILLY RAY SMITH
MAYOR

Approved as to legal form and adequacy on this the

5th day of October, 19 92.


Attorney for the
Planning Agency

CMPDD CONTRACT
NO. 319 E23

STATE OF MISSISSIPPI
HINDS COUNTY

Personally appeared before me, the undersigned in and for said City and State, the within named BILLY RAY SMITH, and NELSON BYRD, who acknowledged to me that they are the MAYOR and CITY CLERK of the THE CITY OF CLINTON, MISSISSIPPI, HINDS COUNTY, 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 28th day of September, 1992.



Notary Public



My Commission Expires:

My Commission Expires July 9, 1995

CMPDD CONTRACT
NO. 319 E23

STATE OF MISSISSIPPI

HINDS COUNTY

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 10th day of September, 19 92.

Debbie Hancock
Debbie Hancock
Notary Public



My Commission Expires:

My Commission Expires Oct. 17, 1995

CMPDD CONTRACT
NO. 319 E23

EXHIBIT A
SCOPE OF SERVICES

PHASE I
REDISTRICTING

A. Determine Present Ward Lines and Population

- Obtain Existing Ward Lines from Municipality
- Place Municipality on CMPDD's Geographic Information System (Computerized Mapping System)
- CMPDD Reviews Computerized Printout to Determine Population Variance by Ward
- If the Variance is Higher than that allowed by Department of Justice (no more than 10% variance top to bottom) then redistricting is needed

B. Initiate Redistricting Effort

1. Begin the Project

- CMPDD Will Meet with Board and Explain Redistricting Procedure
- Develop Criteria (acceptable to Board and Department of Justice) to Guide Redistricting Process
- Develop Resolution Establishing Redistricting Guidelines
- Determine Which Wards are Most in Need of Changing

2. Citizen Participation

- CMPDD Will Explain Department of Justice Requirements
- Provide Public Hearing Notice(s)
- CMPDD Will Assist in Holding Public Hearing(S)
- Record and Document Citizen Participation to Comply with Department of Justice (DOJ) Regulations

3. Re-Draw Ward Boundaries

- Discuss Possibilities of Potential Change with the Board
- Based on Municipality's Needs, Begin Changing Ward Lines on District's GIS Computerized Mapping System

CMPDD CONTRACT
NO. 319 E23

- Develop a Proposed Ward System to Comply with One-Person, One-vote Principle, Department of Justice and State Regulations
 - Present Proposal to Board
 - Hold Public Hearing
 - Assist Municipality with Adoption of Plan in Accordance with State Regulations
4. Submission of Proposal to Department of Justice
- Develop Checklist for City Attorney
 - Meet with City Attorney to Familiarize him with Submittal Procedure
 - Provide Required Attachments
 - Review Submittal Document for Adequacy
 - Assist Attorney in Submitting New Ward System to DOJ
 - Answer Questions and Provide Additional Information to DOJ Regarding Submittal
5. Preclearance of Plan (Approval) from Department of Justice
- DOJ has 60 Days to Review Submittal Document
 - Approval is Automatic if not Acted on by DOJ within 60 Days
 - If Substantial Questions are asked by DOJ, the "Clock" is Extended 60 Additional Days
 - Maximum Time for Review by DOJ is 120 Days

COST PHASE I: \$2,500 Minimum. Additional hours over and above \$2,500 will be charged at the hourly rate of participating staff, not to exceed \$7,500

**PHASE II
COURT ACTION (IF NECESSARY)**

- Defend Redistricting Plan
- Provide Information Requested by Courts
- Testify as Expert Witness for the Municipality
- Work with City Attorney to Assist in Litigation

COST PHASE II: If Plan is challenged, District staff time will be charged at an hourly rate based on the actual amount of time and expense required. This could be over and above the "not to exceed" limits in Phase I and II.



ANDERSON ENGINEERS, P.A.

ENGINEERS • PLANNERS

Post Office Box 254

Clinton, Mississippi 39060-0254

August 31, 1992

Mr. Richard Broome, P.E.
City Engineer
City of Clinton
541 Highway West, Suite C
Clinton, MS 39056

Re: Geotechnical Investigation
Former County Dump Site
Magnolia Road
Clinton, MS

Dear Mr. Broome:

Per your request, we have evaluated the costs of providing an extensive geotechnical investigation of the former dump site on Magnolia Road. We have based our price on a total of 83 soil borings distributed throughout the site. Borings will be densely spaced at the areas directly impacted by construction activities and will be spaced at 100 foot minimum intervals throughout the remainder of the project.

In the event we encounter "garbage" or other non-naturally occurring materials on the site, we will terminate boring activities immediately and will consult with you to determine future necessary action.

The total proposed price for the geotechnical investigation including the borings, field staking, and administration of this activity is \$8,400.00.

If this proposed scope of work and price is acceptable to the City of Clinton, please have one copy of this letter contract executed and return it to us for our files.

We would anticipate beginning boring operations on Wednesday, September 2, 1992.

Sincerely,

ANDERSON ENGINEERS, P.A.

Terry L. Anderson, P.E.

TLA/pw

The terms of this letter contract are acceptable to the City of Clinton.

Signature

Date

9/2/92

541 Highway 80 West • Suite B • Clinton, Mississippi 39056 • (601) 924-3911 • Fax (601) 924-7433