

REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, FEBRUARY 5, 1991 - 7 P.M.
A. E. WOOD MEMORIAL LIBRARY

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting at the A. E. Wood Memorial Library, 111 Clinton Boulevard, Tuesday, February 5, 1991, 7 P.M.

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 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
Ronnie Chappell - Alderman Ward 3
Keith Montgomery - Alderman Ward 4
Jean Johnson - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Billy Ray Smith - Presiding

Acting City Attorney Robert Spell
City Clerk Nelson Byrd

Absent - City Attorney William E. Spell

APPROVAL OF CONSENT AGENDA ITEMS A-S:

- A. Minutes of the Regular Meeting of the Mayor and Board of Aldermen of January 2, 1991 and the Adjourned Meeting of January 15, 1991, as printed and distributed
- B. Claims Docket - Manual and Computer Claims Numbered 1-597 for the month of January, 1991
- C. Registration fee plus meals and mileage totaling approximately \$75.00 for Carroll Arledge to attend the MRPA Director's Forum, Feb. 20-21, 1991, Hattiesburg, MS (P&R)
- D. \$25.00 Membership Dues for 1991 to MS Municipal Judges Assoc., Inc., for Judge William J. Johnson (Adm.)
- E. \$120.00 to Jackson Chamber of Commerce for table of eight for the Business & Industry Appreciation Luncheon, 12 noon, April 19, 1991, Coliseum Ramada, Jackson, MS (Adm.)
- F. \$80.00 to MS Cooperative Extension Service plus travel and meals for Nelson Byrd, City Clerk, and Brooxye Sessums, Deputy Clerk, to attend Certification Training Program, Phase IIIIE, Jackson, MS, Feb. 21-22, 1991 (Adm.)
- G. Adoption of Resolution finally disposing chargeback on Homestead Exemption for the Year 1989 made by the State Tax Commission
- H. \$1,323.00 to Lanier Voice Products for maintenance and inspection service on tel-edisette recording equipment expiring Feb., 1992 (Police Dept.)
- I. \$720.00 to Dr. Dave Spear for 18 hours service as physician advisor, Nov. 90-Jan. 91 (State Board of Health requirement) (Fire)
- J. \$504.00 to Physio Control Tech Services for 3rd year of maintenance contract on cardiac monitor (Fire Dept.)
- K. \$4,535.00 to State Fire Academy for required and elective courses at academy (Fire Dept.)
- L. \$656.86 to James Hickey to replace clutch, throw-out bearing, and resurface flywheel on Massey 135 tractor (P&R)

- M. \$500.00 to Northpark Outdoor Equipment for 4-year extended warranty on John Deere 935 mower (P&R)
- N. \$872.00 low quote to Passon's Sports for purchase of 8 sets of bases for Traceway Park (P&R)
- O. \$549.40 low quote to Passon's Sports for 6 windscreens for tennis courts (P&R)
- P. \$1,887.37 to Layne-Central Co., for parts and repair of wells during period of Oct.- Dec., 1990 (Public Works)
- Q. \$808.90 to Capweld for 12 cylinders of chlorine and fuel surcharge for water treatment (low bid) [Public Works]
- R. \$8,660.99 to Chaney Oil Co. for 8,083 gallons of gasoline (P.W.)
- S. \$100.00 to Clinton Arrow Soccer Booster Club for full-page ad for State Tournament to be held in Clinton 2-9-91 (Adm)

Upon correction of Consent Agenda Item C as listed above to reflect a total of \$75.00 and the Board having found as fact that said advertisement or dues in Consent Agenda Items D, E, and S listed above will serve to advertise the opportunities, possibilities and resources for the City of Clinton, MOTION made by Alderman Johnson and SECONDED by Alderman Valente to approve Consent Agenda Items A-S as listed above. MOTION CARRIED UNANIMOUSLY. Copy of Resolution (Item G) may be found on Page 414 of this Minute Book U. Quotes (Items N and O) are on file in the Office of the City Clerk.

NO BOARD ACTION TAKEN ON REQUEST TO RECONSIDER RELOCATION OF SOUTHWEST LAGOON

Following an in depth presentation by Alderman Valente and discussion of facts pertinent to advantages/disadvantages of relocating the Southwest Lagoon vs. upgrading the Southwest Lagoon at its present site, and receiving petition found on Pages 415-422 of this Minute Book U from Lakeridge residents requesting the Board of Aldermen to not move said lagoon to the Lakeridge area as planned, Mayor Smith called twice for a motion to reconsider said relocation and receiving none, NO BOARD ACTION was taken. Said lagoon will be upgraded at its present site as previously decided at the January 2, 1991 board meeting.

It was noted that Dr. Mel Evans, resident of 2000 N. Frontage Road, Clinton, MS, asked the Board regarding sewer service for his area of town and was told that those residents on the north side of the interstate in that area are in the Clinton Industrial Park basin and if those residents wished to have service and were willing to pay for the extension of sewer lines as is normal procedure for sewer service, the City would be happy to provide sewer for them.

PUBLIC WORKS DIRECTOR TO MAKE RECOMMENDATION TO CORRECT DRAINAGE PROBLEM AT ROYAL OAK AND LONGWOOD

Public Works Director Alderman was directed to examine and make a recommendation to the Board of Aldermen for the correction of flooding and overflow of the sewerage lines at the intersection of Royal Oak and Longwood. NO BOARD ACTION.

BOARD TO CONTINUE ACTION ON MISSISSIPPI COLLEGE REQUEST FOR PARKING LOT ON MADISON STREET

Following presentation by Attorney Richard Hurt in which he requested on behalf of Mississippi College for Board of Aldermen to reverse denial of Public Works Director Alderman and allow Mississippi College to use that property in question on Madison Street (lots 4, 5, 12) for off-site parking for students, and comments from opposing property owners, Mayor Smith requested property owners and Attorney Hurt to meet in library and try to work out a solution. After considerable time, owners/Hurt returned to Board Room and upon request of Mississippi College, MOTION made by Alderman Chappell and SECONDED by Alderman Ferrell to continue appeal hearing until

such time Mississippi College President, Dr. Lewis Nobles, M.C. Attorney Richard Hurt, and surrounding landowners can meet together to try and work out a suitable solution. MOTION CARRIED UNANIMOUSLY.

AUTHORIZATION GRANTED TO ENTER CONTRACT WITH CMPDD, TO RUN REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES AND LEGAL NOTICES FOR ENVIRONMENTAL PURPOSES FOR CDBG PUBLIC FACILITIES PROJECT NO. 318-ABF

Following presentation by Bruce Reynolds, CMPDD, in which he congratulated the Board of Aldermen for receiving the Public Facilities CDBG Project No. 318-ABF, which will extend water/sewer service to the Susie/Banks/Jackson Road area, MOTION made by Alderman Ferrell and SECONDED by Alderman Chappell granting authorization to enter into contract as found on Pages 423-437 of this Minute Book U with CMPDD, to run request for proposals for professional services and legal notices for environmental purposes for said grant. MOTION CARRIED UNANIMOUSLY. Proof of Publication may be found on Pages 438-439 of this Minute Book U.

Mayor Smith declared a break at 8:45 P.M., and called meeting back to order at 9 P.M.

PUBLIC WORKS DIRECTOR ALDERMAN DIRECTED TO STUDY FURTHER CLINTON/RAYMOND ROAD DRAINAGE PROBLEM AND BRING ADDITIONAL COST ESTIMATES TO BOARD

Following lengthy discussion, Public Works Director Alderman was directed to further study the Clinton/Raymond Road drainage problem and bring additional cost estimates to Board and alternatives including phasing project, using City crews, and clearing without placement of rip-rap along with recommendation and most favorable and cost-effective method for solving said drainage problem. NO BOARD ACTION.

AUTHORIZATION TO ADVERTISE FOR BIDS FOR PHASE X WATER DISTRIBUTION SYSTEM IMPROVEMENTS GRANTED

MOTION made by Alderman Montgomery and SECONDED by Alderman Valente granting authorization to advertise for bids for Phase X, 1991 Water Distribution System Improvements. MOTION CARRIED UNANIMOUSLY.

SHEILA BOWLES APPOINTED TO SCHOOL BOARD

MOTION made by Alderman Ferrell and SECONDED by Alderman Ryan to appoint Sheila Bowles to the Clinton School Board for a period of five years. MOTION CARRIED UNANIMOUSLY. Said appointment begins March 2, 1991.

AGENDA ITEM #13 - DISCUSSION/UPDATE ON OAKWOOD EASEMENTS FOR SEWER REHAB, PROPERTY ACQUISITION FOR LOVETT LAGOON AND ROW ACQUISITION FOR SPRINGRIDGE ROAD POSTPONED UNTIL NEXT MEETING WHEN CITY ATTORNEY SPELL RETURNS

Due to City Attorney Spell's absence, Mayor Smith requested Agenda Item #13, the discussion/update on Oakwood easements for sewer rehab, property acquisition for Lovett Lagoon, and ROW acquisition for Springridge Road postponed until next Board Meeting. NO BOARD ACTION taken.

OTHER BUSINESS

A. Mr. Borst, citizen previously requesting to address Board of Aldermen regarding reconnect, late payment and returned check fees, again not being present to address Board, NO BOARD ACTION taken.

B. Mrs. Leah Denley, water customer account #024-2105-00, protested her December bill in the amount of \$230.99, stating that she felt the bill was incorrect. Public Works Director Alderman stated that they had checked said meter on January 3 and again on January 9, 1991, and found no leak.

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The Board of Aldermen directed Public Works Director Alderman and City Clerk Byrd to look into matter further and work out solution. NO BOARD ACTION. Copy of meter sheet for said account being made a part of these minutes and may be found on Page 440 of this Minute Book U.

C. Alderman Chappell requested Board to authorize CFD fire service to be extended and respond should there be an emergency to Green Forest and Castlewood area that depends on McLean Volunteer Fire Service for the period of time that the bridge is out and road is closed while replacing the box culvert on Magnolia Road Bridge. Due to liability said matter was denied.

ADJOURNMENT - 9:40 P.M.

There being no further business to discuss, MOTION made by Alderman Ferrell and SECONDED by Alderman Johnson to RECESS until February 19, 1991. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 441-442 of this Minute Book U.

APPROVED:

Billy R. Smith
Billy Ray Smith, Mayor

2/13/91
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

2/13/91
Date

SEAL

7

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF CLINTON FINALLY DISPOSING CHARGEBACK ON HOME-
STEAD EXEMPTION FOR THE YEAR 1989 MADE BY THE STATE
TAX COMMISSION

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, HAVE HERETOFORE, RECEIVED FROM THE STATE TAX COMMISSION OF THE STATE OF MISSISSIPPI NOTICE DISALLOWING AND CHARGING BACK IN WHOLE, OR IN PART, HOMESTEAD ALLOWED FOR THE YEAR 1989 ON PROPERTY IN THE CLINTON PUBLIC SCHOOL DISTRICT AND THEREAFTER THE BOARD NOTIFIED EACH TAX PAYER INVOLVED MORE THAN THIRTY (30) DAYS PRIOR THERETO, TO SHOW CAUSE, IF ANY HE COULD, ON OR BEFORE A DATE FIXED, WHY SAID EXEMPTION SHOULD NOT BE CHARGED BACK IN WHOLE, OR IN PART, AS ORDERED BY THE SAID STATE TAX COMMISSION. THE MAYOR AND BOARD OF ALDERMEN FIND THAT IT HAS FULL AUTHORITY AND JURISDICTION AT THIS TIME TO RENDER ITS DECISION ON QUESTIONS PRESENTED THEREBY AND AFTER CAREFUL EXAMINATION AND STUDY OF EACH OF SAID HOMESTEAD CLAIM AND CHARGE BACK, THE BOARD FINDS THAT CHARGE BACKS HEREINAFTER SET FORTH SHOULD BE SUSTAINED AND APPROVED.

THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI:

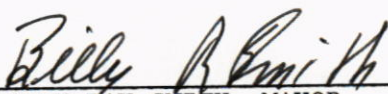
SECTION 1. THAT THE FOLLOWING HOMESTEAD EXEMPTION CHARGE BACKS BE MADE AGAINST THE TAXPAYER IN THE AMOUNT AS FOLLOWS, NO VALID OBJECTIONS HAVING BEEN FILED, TO WIT:

<u>PARCEL NUMBER</u>	<u>NAME</u>	<u>ASSESSED VALUE CHARGED BACK</u>	<u>ADDITIONAL TAX</u>
2862-113-386	JOHNSON, JAMES K. 1408 HUNTCLIFF WAY CLINTON, MS 39056	\$6,000.00	\$120.00

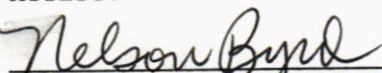
SECTION 2. THAT THE CITY CLERK AND TAX COLLECTOR BE HEREBY DIRECTED TO SO CHANGE THE HOMESTEAD EXEMPTION ROLL FOR THE YEAR 1989, AND TO COLLECT THE TAX FROM SAID TAXPAYER IN THE AMOUNT SET FORTH IN SECTION 1 HEREOF. THE CITY CLERK IS FURTHER DIRECTED TO CERTIFY A COPY OF THIS RESOLUTION TO THE HOMESTEAD DIVISION OF THE MISSISSIPPI TAX COMMISSION SHOWING SUCH DISPOSITION OF ITS EXEMPTION NOTICE.

A MOTION TO ADOPT THE FOREGOING RESOLUTION HAVING BEEN DULY MADE AND SECONDED AND THE QUESTION OF ITS ADOPTION HAVING BEEN SUBMITTED TO A VOTE, ALDERMEN RYAN, FERRELL, VALENTE,
CHAPPEL, MONTGOMERY, JOHNSON,
AND LOTT VOTED IN FAVOR OF THE ADOPTION OF THE RESOLUTION.

THIS MOTION HAVING RECEIVED THE AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERS OF THE BOARD, THE MAYOR DECLARED THE MOTION CARRIED AND THE RESOLUTION DULY ADOPTED.


BILLY KAY SMITH, MAYOR

ATTEST:

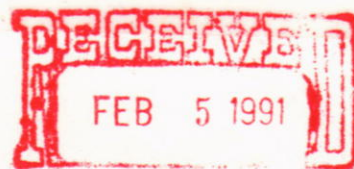

NELSON BYRD, CITY CLERK

CERTIFICATE

I, the undersigned Nelson Byrd, and the duly appointed City Clerk hereby certify that the above and foregoing is a true and exact copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Clinton at its Meeting on Tuesday, the 5th day of February 1991, and appearing in Minute Book U at pages 414


Nelson Byrd, City Clerk

SEAL

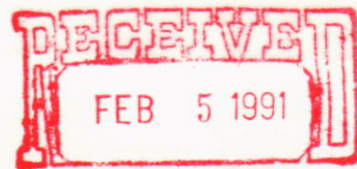
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128

We, the undersigned residents and/or lot owners of Lakeridge Subdivision, in Clinton, MS, do hereby petition the city of Clinton to cease all efforts to move the Southwestern Sewer Lagoon from its present location to a area west of the Natchez Trace.

Name	Address	Date
J. Pittman Calhoun	321 Warwick Rd.	2-3-91
Barbara Calhoun	321 Warwick Rd.	2-3-91
Keith Calhoun	321 Warwick Rd.	2-3-91
CJ White	323 Warwick Rd.	2-3-91
Patricia K. White	323 Warwick Rd.	2-3-91
Janet Canabara	401 Warwick Rd.	2-3-91
Paul A. Canabara	401 Warwick Rd.	2-3-91
Mrs. Mrs. Sam J. Cook	403 Warwick Rd.	2-3-91
Rebecca H. Jarrell	404 Warwick Rd.	2-3-91
Bob Jarrell	404 Warwick Rd.	2-3-91
William T. Morgan	406 Warwick Rd.	2-3-91
Janet Morgan	406 Warwick Rd.	2-3-91
Connie Morgan-Thiller	406 Warwick Rd.	2-3-91
	405 Warwick Rd.	2-3-91
Kelly San Geronimo	407 Warwick Rd.	2/3/91
Chris. Runge	409 Warwick Rd.	2/3/91
Betty G. Runge	409 Warwick Rd.	2/3/91
Jerry Acy	411 Warwick Rd.	2/4/91
Cynthia Acy	411 Warwick Rd.	2/4/91
Michelle Acy	411 Warwick Rd.	2/4/91
Linda Faulstich	413 Warwick Rd.	2/4/91
Chris Faulstich	413 Warwick Rd.	2/4/91



Name	Address	Date
Nancy McReynolds	420 Warwick Rd.	Feb. 3, 1991
Joe McReynolds	420 Warwick Rd	Feb 3, 1991
Bill Walton	424 Warwick Rd	Feb 3, 1991
Joe E. Daniel	424 WARWICK RD.	FEB 3, 1991
Ray Johnson	423 Warwick Rd	Feb 3, 1991
Tony Johnson	423 Warwick Rd	Feb 3, 1991
Eva Gene Christian	421 Warwick Rd.	Feb. 3, 1991
Hubert T. Christian	421 WARWICK RD.	FEB. 3, 1991
Cheryl + John Wade	415 Warwick Rd	Feb 3, 1991

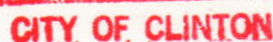


CITY OF CLINTON

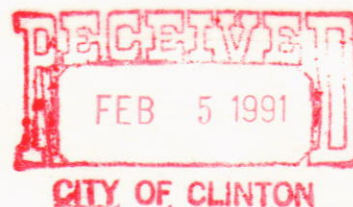
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Name	Address	Date
Charles M. Crisw	616 Merganser Trail	2-2-91
Nancy E. Crisco	616 Merganser Trail	2/3/91
Danna Holder	618 Merganser Trail	2/3/91
R. L. Holder	618 Merganser Trail	2-3-91
Steve Dai	620 Merganser Trail	2-3-91
Mary Carol Davis	620 Merganser Trail	2-3-91
Jimmie L. Ballhuath Jr.	624 Merganser Trail	2-3-91
Darlene Gilbreath	624 Merganser Trail	2-3-91
Bryan Tompkins	628 Merganser Trail	2-3-91
Sharon Tompkins	628 Merganser Trail	2-3-91
Jimmy Whelan	630 Merganser Trail	2-3-91
Gudy Whelan	630 Merganser Trail	2-3-91
William E. James	625 Merganser Trail	2/3/91
Paul Z. Buckner	621 Merganser Trail	2/3/91
Bruce C. Fox	615 Merganser Trail	2-3-91
Dianna W. Alt	615 Merganser Trail	2-3-91
Karen Moody	613 Merganser Trail	2-3-91
Barbara Hartsell	614 Merganser Tr.	2-3-91
Paul D. Farnar	612 Merganser Tr	2-3-91
J. M. Felt	608 Merganser Tr.	2-3-91
Tracy J. Warren	604 Merganser Tr.	2-3-91
Alycia E. Warren	604 Merganser Tr.	2-3-91
Robert L. Smith	602 Merganser Trails	2-3-91

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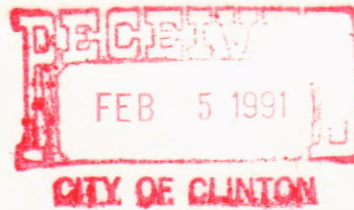
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We, the undersigned residents and/or lot owners of Lakeridge Subdivision, in Clinton, Ms, do hereby petition the City of Clinton to cease all efforts to move the Southwest Sewer Lagoon from its present location to an area west of the Natchez Trace.

Name	Address	Date
Paula McIntyre	704 Lakeridge Cove	2-2-91
Jay McIntyre	704 Lakeridge Cove	2-2-91
H. Y. Craft	707 Lakeridge Cv.	2-2-91
Chris Craft	707 Lakeridge Cv.	2-2-91
Jana Lockman	702 Lakeridge Cove	2-2-91
Jayla Thomas	702 LAKERIDGE COVE	2/2/91
John McMichael	609 Lakeridge Lane	2-2-91
Boggy McMichael	609 Lakeridge Lane	2-2-91
Melody McMichael	609 Lakeridge Lane	2-2-91
David McMichael	609 Lakeridge Lane	2-2-91
Mike HARDY, DMD	608 Lakeridge Lane	2-2-91
Melinda Hardy	608 Lakeridge Lane	2/2/91
Nancy N Thomas	605 LAKERIDGE LANE	2/2/91
Cheryl Thomas	605 LAKERIDGE LANE	2/2/91
Robert C. Jones	605 LAKERIDGE LANE	2/2/91
Jane McAdams	601 Lakeridge Lane	2/2/91
B/H McAdams	601 Lakeridge Lane	2/2/91
Janyar McAdams	601 Lakeridge Lane	2/2/91
Dee McKenna	604 Lakeridge Ln	2-2-91
Annette Lee McKenna	604 Lakeridge Ln	2-2-91
Kenneth B. Rawson	600 Lakeridge Lane	2-2-91
Allen Billings	703 Lakeridge Cove	2-2-91
Kelly Billings	703 Lakeridge Cove	2-2-91

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We, the undersigned residents and/or lot owners of Lakeridge Subdivision, in Clinton, Ms, do hereby petition the City of Clinton to cease all efforts to move the Southwest Sewer Lagoon from its present location to an area west of the Natchez Trace.

Name	Address	Date
MA Kuyper	317 Warwick Rd	2-2-91
Mary L. Levey	317 Warwick Rd	2/2/91
James E. Dorwick	319 Warwick Rd	2-2-91
Baker Warwick	319 Warwick Rd	2-2-91
Raymond Melton	313 Warwick Rd.	2-3-91
Nancy E. Miller	313 Warwick Rd.	2-3-91
Sandy H. Palmer	307 Warwick Rd	2-3-91
J.W. Palmer	307 Warwick Rd	2-3-91
W. L. Whitten	301 Warwick Rd	2-3-91
Wayne Whitten	301 Warwick Rd.	2-3-91
D. J. M. Eller	303 Warwick Rd	2-3-91
KAREN ELLER	" " "	2-3-91
Leanne Long	304 Warwick Rd	2-3-91
William E. Long	304 Warwick Rd	2-3-91
Susan Barnett	312 Warwick Rd.	2-3-91
Ray Barnett	312 Warwick Rd.	2-3-91
Shirley Kelly	310 Warwick Rd	2-3-91
Garnie Kelly	310 Warwick Rd	2-3-91
Lomie L. Boyd	308 Warwick Rd	2-3-91
Carolyn Boyd	308 Warwick Rd	2-3-91
Ed Smith	314 Warwick Road	2-3-91
Patricia Whitt	314 Warwick Rd	2-3-91
Wanda Waldon	Lot 64 Warwick Rd.	2-4-91
Gini Waldon	" " " "	2-4-91

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NO. 318-ABF
CITY OF CLINTON
PUBLIC FACILITIES
CDBG PROJECT

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the _____ day of _____, 1991, by and between the City of CLINTON, Mississippi, (hereinafter) 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, hereinafter 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 all services described in the "Scope of Services", which is attached hereto and made part hereto by reference.

3. Period of Performance

Central Mississippi Planning and Development District shall undertake and complete performance of the services referred to in Exhibit A beginning July 1, 1990, and ending upon completion of the project.

Parts Remain to be executed
423-437

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. 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.

6. 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.

7. 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 Eight Thousand Dollars (\$8,000) for application preparation, for selection of consultants, environmental work as well as other technical assistance related to the project to the Central Mississippi Planning and Development District.

8. 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 change for such additional space.

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 existing, available and necessary for carrying out this Contract.

10. Access to Records

The State of Mississippi, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Planning Agency for the purpose of making audit examinations, excerpts and transcriptions in accordance with OMB Circular A-102, Attachment O, Paragraph 14.h.

11. Employment of "Section 3" Residents

The Planning Agency will encourage the Local Government to utilize the services of and employ whenever possible workers who reside in the project area.

12. Termination of Contract for Cause

If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contract shall violate any of the covenants, agreements or stipulations of this Contract, the District shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, photographs and reports or other materials prepared by the Contractor under this Contract shall at the option of the District, become its property, and the Contractor shall be entitled to receive just an equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by the contractor, and the District may withhold any payments to the Contractor for the purpose of set aside until such time as the exact amount of damages due the District from the Contractor is determined.

This section shall apply to all representatives, third parties, and/or consultant/contractors selected or employed by the Contractor.

CMPDD CONTRACT
NO. 318-ABF

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, INC.

PLANNING AGENCY

Dan L. Thompson
Director of Finance

F. Clarke Holmes
Executive Director

ATTEST:

CITY OF CLINTON, MISSISSIPPI

LOCAL GOVERNMENT

Nelson Byrd
Nelson Byrd
City Clerk

Billy R. Smith
Billy R. Smith
Mayor

Approved as to legal form and adequacy on this the ____ day of _____, 19 ____.

Attorney at Law

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 and 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 and duly authorized so to do.

Given under my hand and official seal, this the ____ day
of _____, 19__.

Carol Jones
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority 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 City of CLINTON, Mississippi, respectively, and that as such they did sign, execute and deliver the foregoing instrument, having affixed the county seal thereto, for the purposes therein stated, in the name of, for and on behalf of said City, they being first duly authorized so to do.

Given under my hand and official seal, this the 13th day of February, 1991.

Christine E. Walls
Notary Public

My Commission Expires:

My Commission Expires July 21, 1994

EXHIBIT A

SCOPE OF SERVICES

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. 170 1u. 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.)

438 PROOF OF PUBLICATION MISSING

439 PROOF OF PUBLICATION MISSING

*Meter 1-3
1-9
Per Harold Alderman*

CITY OF CLINTON
WATER DEPARTMENT

DATE OF READING

METER RECORDINGS

PER MRS. DENLEY,
ON 10-3-90 PLUMBER
FIXED RUNNING COMMODE.

Nelson Byrd

DATE READ	READINGS	RECORDED CONSUMPTION	AMOUNT
12-12-90	78561	14426	
11-13-90	64135	721	
	63414	1262	
	62152	2273	
	59879		
	58823		
	58231		
	56862		
	56271		
	55231		
	54190		
	53596		
	51493		
	49305		
	46550		
	43608		
	42681		
	41840		
	40706		
	39166		
	38477		
	37666		
	36287		
***	000034699		

DATE ON	OLD A/C NO.	DEP. NO.	AMT.	DATE OFF
09/18/87	024-2105-00	21333	45	

NAME AND ADDRESS
DENLEY, JOE
LOT A19

NEW A/C NO.
APTS:

ACCOUNT NO. 024-2105-00