

REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 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, March 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 Public Works Director Alderman followed by the Pledge of Allegiance to the Flag led by Alderman Willard Ryan.

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

City Attorney William E. Spell
City Clerk Nelson Byrd

APPROVAL OF CONSENT AGENDA ITEMS A-Q:

- A. Minutes of the Regular Meeting of the Mayor and Board of Aldermen of February 5, 1991, the Special Meeting of February 7, 1991, and the Adjourned Meeting of February 19, 1991, as printed and distributed
- B. Claims Docket - Manual and Computer Claims Numbered 1-399 for the month of February, 1991
- C. \$90.00 to International Association of Fire Chiefs, Inc., for 1991 membership dues for Fire Chief Landrum (Fire)
- D. \$25.00 to MS Association of Chiefs of Police for 1991 membership dues for Police Chief Byington (Police)
- E. \$77.93 to Dondero, Inc., for FBI National Academy graduation plaque for Police Chief Byington's Office (Police)
- F. \$125.00 to send Police Captain Lilley to Basic Interviewing and Interrogation School at MS Law Enforcement Officers Training Academy April 22-26, 1991 (Police)
- G. \$1,826.10 to Data General Corp. for computer software maintenance service renewal (6-1-90/91) (Police)
- H. \$2,475.00 to Roper Supply for 3 light bars, 3 sirens, and 3 switch boxes (low quote) (Police)
- I. \$66.00 to Am. Waterworks Assoc. for annual dues for Public Works Director Harold Alderman (5-1-91/92) (Public Works)
- J. \$596.89 to Bell Fence Mfg. Co., for repair of gate and fence at lagoons (Public Works)
- K. \$7,100.00 to Hill City Oil Co. (formerly Chaney Oil) for 8,000 gallons gasoline (Public Works)
- L. \$1,984.36 to Jackson Ready Mix for Miss-Lite used to pave road to northeast and south central lagoons (Public Works)
- M. \$1,100.00 to Harcros Chemicals, Inc., for 50 bags of sodium nitrate for treatment of 4-cell lagoon (Public Works)
- N. \$544.00 to EPS Analytical Services for additional sewer samplings at all sites according to FY 92 contract (Public Works)
- O. \$3,049.90 to Clinton Welding and Machine Shop for repairs to

- J.C.B. Backhoe, bucket and outriggers (Public Works)
- P. \$150.00 to the University of Mississippi for registration to the 21st Conference for Municipal Clerks plus expenses for Brooxye Sessums and Nelson Byrd at Tupelo, MS, March 21-22, 1991 (Adm.)
- Q. \$100.00 Ad - Miss Dixie Pageant to be hosted by Clinton (Adm.)

This Board having found as fact that said advertisement or dues in Consent Agenda Items C, D, and Q listed above will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton, MOTION made by Alderman Lott and SECONDED by Alderman Johnson to approve Consent Agenda Items A-Q as listed above. Quotes (Item H above) are on file in the Office of the City Clerk. MOTION CARRIED 7-0.

APPROVAL OF NON-BINDING RESOLUTION OF INTENT REQUESTING COUNTY TO MODIFY CONTRACT WITH MOBILE MEDIC AMBULANCE SERVICE TO INCLUDE CITY OF CLINTON IN CONTRACT WITH EIGHT MINUTE RESPONSE TIME

MOTION made by Alderman Valente and SECONDED by Alderman Montgomery to approve a non-binding resolution of intent requesting Hinds County Board of Supervisors to modify their contract with Mobile Medic to include Clinton in the 8 minute response time 90% of the time. It was noted that this resolution will be taken to the Board of Supervisors for their meeting on Friday, after which the Board of Aldermen will hold a special meeting to approve said resolution prior to transport service beginning March 18, 1991, and Mayor Smith will notify Mobile Medic immediately following said special meeting to let them know whether Clinton is in or out. ROLL CALL VOTE: Alderman Ryan - "aye", Alderman Ferrell - "nay", Alderman Valente - "aye", Alderman Chappell - "aye", Alderman Montgomery - "aye", Alderman Johnson - "aye", Alderman Lott - "aye". MOTION CARRIED 6-1. Copy of approved resolution may be found on Page 456 of this Minute Book U.

PROPOSALS FOR CDBG PROJECT CONSULTING SERVICES TAKEN UNDER ADVISEMENT

Bids for CDBG Project Consulting Services were received and opened from the following companies: for engineering services, received were, Waggoner Engineering, Alford Engineering, Allen & Hoshall, Anderson Engineering, Engineering Associates, and Usry Architects; for administrative services: Sample and Associates; and Diane Shaw Day, CPA; and only one bid being received for Appraisal services, namely, Olde Town Realty. Mayor Smith recommended that said bids be taken under advisement and that the following persons have been appointed to serve on a committee to review said proposals and bring a recommendation back to the next meeting: Alderman George Ferrell, former Alderman Mabel Bankston, Alderman-at-Large Willard Ryan, Mr. Sim Worley, Dr. Woodrow Marsh, and Mr. Bruce Reynolds from CMPDD. MOTION made by Alderman Montgomery and SECONDED by Alderman Ferrell to take said bids under advisement. MOTION CARRIED UNANIMOUSLY. Said bids are on file in the Office of the City Clerk.

ADOPTION OF ORDINANCE REGULATING STANDARD BUILDING CODES RELATING TO INSPECTION ACTIVITIES AND ENFORCEMENT OF BUILDING PROVISIONS

Upon the recommendation of Public Works Director Alderman to adopt the updated building codes, MOTION made by Alderman Johnson and SECONDED by Alderman Chappell to approve that Ordinance found on Pages 457-460 of this Minute Book U and on Pages 501-504 of the City of Clinton Ordinance Book II regulating the standard building codes relating to inspection activities and enforcement of building provisions. MOTION CARRIED UNANIMOUSLY. Proof of Publication may be found on Page 461 of this Minute Book U and on Page 505 of the City of Clinton Ordinance Book II. Said Code Books will be kept in the Building Inspection Department of Public Works.

1990-1991 AMENDED BUDGET ADOPTED

MOTION made by Alderman Valente and SECONDED by Alderman Lott to adopt that 1990-1991 Amended Budget as found on Pages 462-475 of this Minute Book U. MOTION CARRIED UNANIMOUSLY. Proof of Publication may be found on Page 476 A of this Minute Book U.

AUTHORIZATION FOR PAYMENT TO MP&L FOR CO-OP WORK IN MORRISON HEIGHTS SCS PROJECT DRAINAGE BASIN

MOTION made by Alderman Lott and SECONDED by Alderman Montgomery to authorize payment of up to \$8,000.00 to MP&L for co-op work in Morrison Heights SCS Project drainage basin. MOTION CARRIED UNANIMOUSLY.

BUREAU OF POLLUTION CONTROL COMPLIANCE ORDER APPROVED - SOUTHEAST LAGOON

MOTION made by Alderman Johnson and SECONDED by Alderman Chappell to approve that Bureau of Pollution Control Compliance Order concerning violations of NPDES Permit for the Clinton Southeast Wastewater Treatment Facility as found on Pages 477-478 of this Minute Book U. MOTION CARRIED UNANIMOUSLY.

SEWER USE ORDINANCE AMENDMENT TO BE PRESENTED AT FUTURE MEETING

City Attorney Bill Spell and City Engineer Terry Anderson will make recommendations concerning necessary amendments to the City's sewer use ordinance at a future Board Meeting. NO BOARD ACTION.

AUTHORIZATION GRANTED FOR PUBLIC WORKS TO SET UP SANITARY SEWER EVALUATION AND REHAB CITY SEWER LINES USING SEWER BOND MONEY

City Public Works Director Alderman apprised the Board of the age and condition of the sewer lines of Clinton and recommended a full-time Public Works crew to keep the City informed of sewer problems and for the City Attorney to secure easements where required using sewer bond money. City Attorney Spell apprised the Board that in his opinion the City may spend money from bond funds in order to rehabilitate existing sewer lines and the Board may rely upon that advice of counsel for that purpose.

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to authorize Department of Public Works to prepare a sewer system evaluation survey; to secure proposals for this survey and for rehabilitation of said system; to begin research on easements necessary to accomplish this plan; and to authorize the City Attorney to begin securing the necessary easements to accomplish this project. MOTION CARRIED UNANIMOUSLY.

CITY TO REPLY BY LETTER TO PROPOSED FINE AND SANCTIONS IMPOSED BY MS COMM. ON ENVIRONMENTAL QUALITY ON CLINTON INDUSTRIAL PARK TREATMENT FACILITY

Following a lengthy discussion on the proposed Agreed Order found on Pages 479-481 of this Minute Book U between the City of Clinton and the Mississippi Commission on Environmental Quality regarding proposed fines and sanctions on the Clinton Industrial Park Treatment Facility, a letter defining the City's proposed course of action to solve the Industrial Park wastewater problem was written with copy being found on Page 482-483 of this Minute Book U. NO BOARD ACTION.

APPROVAL OF ANDERSON ENGINEERS, P. A. AS CITY ENGINEER FOR RAILROAD GRADE CROSSING IMPROVEMENT ON SPRINGRIDGE ROAD

MOTION made by Alderman Valente and SECONDED by Alderman Johnson for the approval of Anderson Engineers, P.A., as City Engineer for Railroad Grade Crossing Improvements on Springridge Road. MOTION CARRIED UNANIMOUSLY. It was noted that there will be no cost to the City of

Clinton because the Federal Government pays 90% and the Railroad 10% of said project RRS-6932(3). Copy of Agreement between City of Clinton, Hinds County and Anderson Engineers may be found on Pages 484-502 of this Minute Book U.

APPROVAL OF INTERLOCAL AGREEMENT WITH HINDS COUNTY FOR ROAD MAINTENANCE

MOTION made by Alderman Ferrell and SECONDED by Alderman Ryan for approval of that Interlocal Agreement between the City of Clinton and Hinds County for road maintenance as found on Pages 503-506 of this Minute Book U. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT - 8:50 P.M.

There being no further business to discuss, MOTION made by Alderman Valente and SECONDED by Alderman Chappell to Recess until March 19, 1991. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 507-509 of this Minute Book U.

APPROVED:

Billy R Smith
Billy Ray Smith, Mayor

3-13-91
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

3-13-91
Date

SEAL

RESOLUTION

WHEREAS, the City of Clinton wishes to receive the ambulance service provided by Mobile Medic for Hinds County; and

WHEREAS, the City of Clinton wishes the response time for emergency calls originating within the City of Clinton to be within eight (8) minutes ninety percent (90%) of the time, as provided in the contract between Mobile Medic and the City of Jackson, Mississippi; and

WHEREAS, the governing authority of the County and the management of Mobile Medic have communicated their desire to serve the City of Clinton, Mississippi, with ambulance service and their agreement to do so under the response time requirement of eight (8) minutes ninety percent (90%) of the time, as requested and required by the City of Clinton;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the City of Clinton, Mississippi, do hereby express and state the intention of the City of Clinton, Mississippi, to join in the agreement between Mobile Medic and Hinds County, Mississippi, for the provision of ambulance services within the City of Clinton, Mississippi, if and when the contract between Mobile Medic and Hinds County, Mississippi, is amended so as to require that the response time of Mobile Medic within the City of Clinton, Mississippi, shall be within eight (8) minutes ninety percent (90%) of the time.

CERTIFICATION

I, Billy Ray Smith, Mayor of the City of Clinton, Mississippi, certify that the provisions of the above Resolution were approved by the Mayor and Board of Aldermen at the regularly scheduled meeting at 7:00 P.M., March 5, 1991.

Billy R. Smith

Billy Ray Smith, Mayor
March 6, 1991

ATTEST:

Nelson Byrd

Nelson Byrd, City Clerk

**ORDINANCE ADOPTING VARIOUS STANDARD CODES RELATING TO
INSPECTION ACTIVITIES OF THE CITY OF CLINTON, MISSISSIPPI
AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID CODES**

BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI, AS FOLLOWS:

SECTION 1: Pursuant to the provisions of Section 21-19-25 of
the Mississippi Code of 1972, as amended, the City of Clinton, Mis-
sissippi, adopts, in all respects, the following various Standard
Codes:

Standard Building Code - 1988 Edition with Amendments and
1989 and 1990 Revisions and Standards

Standard Fire Prevention Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

Standard Gas Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

Standard Housing Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

Standard Mechanical Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

Standard Plumbing Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

National Electrical Code - 1990 Edition

Various Appendices to the Standard Building Code including:

Appendix "A" - Administrative Provision

Appendix "B" - Fire resistance Ratings for
Materials and Construction

Appendix "C" - Wood Preservatives

Appendix "E" - Recommended Guide for Sound Isolation
in Multi-Family Dwellings

Appendix "H" - Mobile Home Tie-Down Standards

Appendix "I" - Standards for Demolition

Appendix "J" - Energy Conservation

Appendix "K" - Recommended Schedule of Permit Fees

Appendix "M" - Accessibility for the Physically
Disabled and/or Handicapped

Appendix "N" - One and Two Family Dwellings

Appendix "O" - Adobe Construction

Appendix "P" - Calculated Fire Resistance

Appendix "R" - Weights of Building Materials

SECTION 2: There shall be a copy of said Codes filed with the Clerk of the City of Clinton, Mississippi, to which shall be annexed and attached a certificate bearing the signature of the Mayor and City Clerk, with the seal of the City of Clinton affixed. The form of which certificate shall be substantially as follows:

We, the undersigned, Billy Ray Smith, Mayor of the City of Clinton, Mississippi, and Nelson Byrd, City Clerk of said City, do hereby certify that the volume of the (applicable code) to which this certificate is attached, is a true and correct copy of the official code adopted by the City of Clinton, Mississippi, by Ordinance under the date of MARCH, 5, 1991, and appearing in Minute Book W at Pages 457-460 and in the Official Ordinance Book II at Pages 501-504.

GIVEN under our hand and official seal, this the 5TH day of MARCH, 1991.

Billy R. Smith
MAYOR OF THE CITY OF
CLINTON, MISSISSIPPI

ATTEST:

Nelson Byrd
CITY CLERK

SECTION 3: All ordinances or parts thereof which are in conflict with this Ordinance are hereby repealed.

SECTION 4: The City Clerk shall not be required to transcribe and record the same in the Ordinance Book as other ordinances, and it shall not be necessary that this Ordinance adopting such Codes or the Codes themselves be published in full, but notice of the adoption of such Code shall be given by publishing a notice in the following form in a newspaper of the municipality on at least one occasion:

NOTICE

Notice is hereby given that the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on the date of March 5, 1991, adopted the following various Standard Codes:

Standard Building Code - 1988 Edition with Amendments and
1989 and 1990 Revisions & Standards

Standard Fire Prevention Code - 1988 Edition with Amendments

Standard Gas Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

Standard Housing Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

Standard Mechanical Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

Standard Plumbing Code - 1988 Edition with Amendments
and 1989 & 1990 Revisions

National Electrical Code - 1990 Edition

Various Appendices to the Standard Building Code including:

Appendix "A" - Administrative Provision

Appendix "B" - Fire Resistance Ratings for
Materials and Construction

Appendix "C" - Wood Preservatives

Appendix "E" - Recommended Guide for Sound Isolation
in Multi-Family Dwellings

Appendix "H" - Mobile Home Tie-Down Standards

Appendix "I" - Standards for Demolition

Appendix "J" - Energy Conservation

Appendix "K" - Recommended Schedule of Permit Fees

Appendix "M" - Accessibility for the Physically
Disabled and/or Handicapped

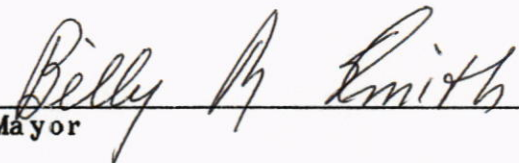
Appendix "N" - One and Two Family Dwellings

Appendix "O" - Adobe Construction

Appendix "P" - Calculated Fire Resistance

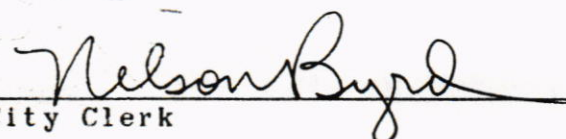
Appendix "R" - Weights of Building Materials

to regulate and govern the inspection activities of the City of Clinton, Mississippi; violation thereof, repealing all ordinances or parts of ordinances in conflict therewith; and matters as more particularly stated in said Codes, which may be examined in the Office of the City Clerk.



Mayor

ATTEST:



City Clerk

The above and foregoing Ordinance was first reduced to writing and offered by Alderman Johnson, who moved its adoption, which motion was seconded by Alderman Chappell. Said Ordinance was read, considered and adopted section by section and was then adopted as a whole upon the following vote:

Alderman Ryan voted:

AYE

Alderman Ferrell voted:

AYE

Alderman Valente voted:

AYE

Alderman Chappell voted:

AYE

Alderman Montgomery voted:

AYE

Alderman Johnson voted:

AYE

Alderman Lott voted:

AYE

whereupon the Mayor declared the Ordinance passed, ordained and adopted on 5th day of MARCH, 1991.

Billy R. Smith
Billy Ray Smith, Mayor

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

CERTIFICATE

I, Nelson Byrd, the duly appointed, qualified and acting City Clerk of the City of Clinton, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance passed, ordained and adopted by the Mayor and Board of Aldermen of said City at a public meeting thereof held on the 5th day of MARCH, 1991, and which Ordinance is spread of record in the minutes of said meeting and maintained in my office.

Given under my hand and official seal of office, this the 5th day of MARCH, 1991.

Nelson Byrd
Nelson Byrd, City Clerk

SEAL

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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

Debbie Swinnen

an authorized clerk of THE CLARION-LEDGER, a daily 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 April 5, 19 91

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines 280

Published 1 Times

Total \$ 91.60

Signed Debbie Swinnen
Authorized Clerk
of The Clarion-Ledger

Sworn to and subscribed before me the 5th day of

April 19 91

Marie Mills
Notary Public

My Commission Expires:

My Commission Expires Nov. 9, 1992

(Seal)

ORDINANCE ADOPTING
VARIOUS STANDARD
CODES RELATING TO
INSPECTION ACTIVITIES
OF THE CITY OF
CLINTON, MISSISSIPPI
AND ENFORCEMENT OF
BUILDING PROVISIONS
AS PROVIDED IN
SAID CODES.

BE IT ORDAINED BY
THE MAYOR AND THE
BOARD OF ALDERMEN
OF THE CITY OF CLIN-
TON, MISSISSIPPI, AS FOL-
LOWS:

SECTION 1: Pursuant to
the provisions of Section 21-
19-25 of the Mississippi Code
of 1972, as amended, the City
of Clinton, Mississippi
adopts, in all respects, the
following various Standard
Codes:

Standard Building Code -
1988 Edition with Amend-
ments and 1989 and 1990
Revisions and Standards
Standard Fire Prevention
Code - 1988 Edition with
Amendments and 1989 &
1990 Revisions

Standard Gas Code - 1988
Edition with Amendments
and 1989 & 1990 Revisions
Standard Housing Code -
1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

Standard Mechanical Code
- 1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

Standard Plumbing Code -
1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

National Electrical Code -
1990 Edition

Various Appendices to the
Standard Building Code in-
cluding:

Appendix "A" - Adminis-
trative Provision

Appendix "B" - Fire resis-
tance Ratings for Materials
and Construction

Appendix "C" - Wood
Preservatives

Appendix "E" - Recom-
mended Guide for Sound
Isolation in Multi-Family
Dwellings

Appendix "H" - Mobile
Home Tie-Down Standards

Appendix "I" - Standards
for Demolition

Appendix "J" - Energy
Conservation

Appendix "K" - Recom-
mended Schedule of Permit
Fees

Appendix "M" - Accessi-
bility for the Physically
Disabled and/or Handi-
capped

Appendix "N" - One and
Two Family Dwellings

Appendix "O" - Adobe
Construction

Appendix "P" - Calculated
Fire Resistance

Appendix "R" - Weights of
Building Materials

SECTION 2: There shall be
a copy of said Codes filed
with the Clerk of the City of
Clinton, Mississippi, to which
shall be annexed and at-
tached a certificate bearing
the signature of the Mayor
and City Clerk, with the seal
of the City of Clinton affixed.
The form of which certificate
shall be substantially as fol-
lows:

We, the undersigned, Billy
Ray Smith, Mayor of the
City of Clinton, Mississippi,
and Nelson Byrd, City
Clerk of said City, do here-
by certify that the volume
of the (applicable code) to
which this certificate is at-
tached, is a true and cor-
rect copy of the official
code adopted by the City of
Clinton, Mississippi, by Or-
dinance under the date of
March 5, 1991, and appear-
ing in Minute Book U at
Pages 457-460 and in the
Official Ordinance Book II
at Pages 501-504.

GIVEN under our hand
and official seal, this the
5th day of March, 1991.

/s/ Billy R. Smith
MAYOR OF THE CITY
OF CLINTON, MISSISSIPPI

ATTEST:
/s/ Nelson Byrd
CITY CLERK

SECTION 3: All ordinances
or parts thereof which are in
conflict with this Ordinance
are hereby repealed.

SECTION 4: The City Clerk
shall not be required to tran-
scribe and record the same
in the Ordinance Book as
other ordinances, and it shall
not be necessary that this
Ordinance adopting such
Codes or the Codes them-
selves be published in full,
but notice of the adoption of
such Code shall be given by
publishing a notice in the fol-
lowing form in a newspaper
of the municipality on at least
one occasion:

NOTICE

Notice is hereby given that
the Mayor and Board of Al-
dermen of the City of Clinton
Mississippi, on the date of
March 5, 1991, adopted the
following various Standard
Codes:

Standard Building Code -
1988 Edition with Amend-
ments and 1989 and 1990
Revisions & Standards

Standard Fire Prevention
Code - 1988 Edition with
Amendments

Standard Gas Code - 1988
Edition with Amendments
and 1989 & 1990 Revisions

Standard Housing Code -
1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

Standard Mechanical Code -
1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

Standard Plumbing Code -
1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

National Electrical Code -
1990 Edition

Various Appendices to the
Standard Building Code in-
cluding:

Appendix "A" - Adminis-
trative Provision

Appendix "B" - Fire resis-
tance Ratings for Materials
and Construction

Appendix "C" - Wood
Preservatives

Appendix "E" - Recom-
mended Guide for Sound
Isolation in Multi-Family
Dwellings

Appendix "H" - Mobile
Home Tie-Down Standards

Appendix "I" - Standards
for Demolition

Appendix "J" - Energy
Conservation

Appendix "K" - Recom-
mended Schedule of Permit
Fees

Appendix "M" - Accessi-
bility for the Physically
Disabled and/or Handi-
capped

Appendix "N" - One and
Two Family Dwellings

Appendix "O" - Adobe
Construction

Appendix "P" - Calculated
Fire Resistance

Appendix "R" - Weights of
Building Materials

SECTION 2: There shall be
a copy of said Codes filed
with the Clerk of the City of
Clinton, Mississippi, to which
shall be annexed and at-
tached a certificate bearing
the signature of the Mayor
and City Clerk, with the seal
of the City of Clinton affixed.
The form of which certificate
shall be substantially as fol-
lows:

We, the undersigned, Billy
Ray Smith, Mayor of the
City of Clinton, Mississippi,
and Nelson Byrd, City
Clerk of said City, do here-
by certify that the volume
of the (applicable code) to
which this certificate is at-
tached, is a true and cor-
rect copy of the official
code adopted by the City of
Clinton, Mississippi, by Or-
dinance under the date of
March 5, 1991, and appear-
ing in Minute Book U at
Pages 457-460 and in the
Official Ordinance Book II
at Pages 501-504.

GIVEN under our hand
and official seal, this the
5th day of March, 1991.

/s/ Billy R. Smith
MAYOR OF THE CITY
OF CLINTON, MISSISSIPPI

ATTEST:
/s/ Nelson Byrd
CITY CLERK

SECTION 3: All ordinances
or parts thereof which are in
conflict with this Ordinance
are hereby repealed.

SECTION 4: The City Clerk
shall not be required to tran-
scribe and record the same
in the Ordinance Book as
other ordinances, and it shall
not be necessary that this
Ordinance adopting such
Codes or the Codes them-
selves be published in full,
but notice of the adoption of
such Code shall be given by
publishing a notice in the fol-
lowing form in a newspaper
of the municipality on at least
one occasion:

NOTICE

Notice is hereby given that
the Mayor and Board of Al-
dermen of the City of Clinton
Mississippi, on the date of
March 5, 1991, adopted the
following various Standard
Codes:

Standard Building Code -
1988 Edition with Amend-
ments and 1989 and 1990
Revisions & Standards

Standard Fire Prevention
Code - 1988 Edition with
Amendments

Standard Gas Code - 1988
Edition with Amendments
and 1989 & 1990 Revisions

Standard Housing Code -
1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

Standard Mechanical Code -
1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

Standard Plumbing Code -
1988 Edition with Amend-
ments and 1989 & 1990 Re-
visions

National Electrical Code -
1990 Edition

Various Appendices to the
Standard Building Code in-
cluding:

Appendix "A" - Adminis-
trative Provision

Appendix "B" - Fire resis-
tance Ratings for Materials
and Construction

Appendix "C" - Wood
Preservatives

Appendix "E" - Recom-
mended Guide for Sound
Isolation in Multi-Family
Dwellings

Appendix "H" - Mobile
Home Tie-Down Standards

Appendix "I" - Standards
for Demolition

Appendix "J" - Energy
Conservation

Appendix "K" - Recom-
mended Schedule of Permit
Fees

Appendix "M" - Accessi-
bility for the Physically
Disabled and/or Handi-
capped

Appendix "N" - One and
Two Family Dwellings

Appendix "O" - Adobe
Construction

Appendix "P" - Calculated
Fire Resistance

Appendix "R" - Weights of
Building Materials

attached, is a true and correct copy of the official Code adopted by the City of Clinton, Mississippi, by Ordinance under the date of March 5, 1991, and appearing in Minute Book U at Pages 457-460 and in the Official Ordinance Book II at Pages 501-504.

GIVEN under our hand and official seal, this the 5th day of March, 1991.

/s/ Billy R. Smith
MAYOR OF THE CITY OF CLINTON, MISSISSIPPI

ATTEST:
/s/ Nelson Byrd
CITY CLERK

SECTION 3: All ordinances or parts thereof which are in conflict with this Ordinance are hereby repealed.

SECTION 4: The City Clerk shall not be required to transcribe and record the same in the Ordinance Book as other ordinances, and it shall not be necessary that this Ordinance adopting such Codes or the Codes themselves be published in full, but notice of the adoption of such Code shall be given by publishing a notice in the following form in a newspaper of the municipality on at least one occasion:

NOTICE
Notice is hereby given that the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on the date of March 5, 1991, adopted the following various Standard Codes:

Standard Building Code - 1988 Edition with Amendments and 1989 and 1990 Revisions & Standards

Standard Fire Prevention Code - 1988 Edition with Amendments

Standard Gas Code - 1988 Edition with Amendments and 1989 & 1990 Revisions

Standard Housing Code - 1988 Edition with Amendments and 1989 & 1990 Revisions

Standard Edition with Amendments and 1989 & 1990 Revisions

Standard Plumbing Code - 1988 Edition with Amendments and 1989 & 1990 Revisions

National Electrical Code - 1990 Edition

Various Appendices to the Standard Building Code including:

Appendix "A" - Administrative Provision

Appendix "B" - Fire Resistance Ratings for Materials and Construction

Appendix "C" - Wood Preservatives

Appendix "E" - Recommended Guide for Sound Isolation in Multi-Family Dwellings

Appendix "H" - Mobile Home Tie-Down Standards

Appendix "I" - Standards for Demolition

Appendix "J" - Energy Conservation

Appendix "K" - Recommended Schedule of Permit Fees

Appendix "M" - Accessibility for the Physically Disabled and/or Handicapped

Appendix "N" - One and Two Family Dwellings

Appendix "O" - Adobe Construction

Appendix "P" - Calculated Fire Resistance

Appendix "R" - Weights of Building Materials

to regulate and govern the inspection activities of the City of Clinton, Mississippi, violation thereof, repealing all ordinances or parts of ordinances in conflict therewith; and matters as more particularly stated in said Codes, which may be examined in the Office of the City Clerk.

/s/ Billy R. Smith
Mayor

ATTEST:
/s/ Nelson Byrd
City Clerk

The above and foregoing Ordinance was first reduced to writing and offered by Alderman Johnson, who moved its adoption, which motion was seconded by Alderman Chappell. Said Ordinance was read, considered and adopted section by section and was then adopted as a whole upon the following vote:

Alderman Ryan voted: Aye

Alderman Ferrell voted: Aye

Alderman Valente voted: Aye

Alderman Chappell voted: Aye

Alderman Montgomery voted: Aye

Alderman Johnson voted: Aye

Alderman Loft voted: Aye

whereupon the Mayor declared the Ordinance passed, ordained and adopted on 5th day of March, 1991.

/s/ Billy R. Smith
Mayor

ATTEST:
/s/ Nelson Byrd
City Clerk

CERTIFICATE

I, Nelson Byrd, the duly appointed, qualified and acting City Clerk of the City of Clinton, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance passed, ordained and adopted by the Mayor and Board of Aldermen of said City at a public meeting thereof held on the 5th day of March, 1991, and which Ordinance is spread of record in the minutes of said meeting and maintained in my office.

GIVEN under my hand and official seal of office, this the 5th day of March, 1991.

/s/ Nelson Byrd
City Clerk

SEAL
April 5, 1991

AMENDED
1990-91
BUDGET

MUNICIPAL BUDGET

BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ended SEPTEMBER 30, 1991

	<u>Original Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
GENERAL FUND			
REVENUES			
Licenses & Permits	\$ 374,400.00		\$ 374,400.00
Inter-Governmental Revenues:			
State Shared Revenues	1,781,641.00	+ 26,000	1,807,641.00
Charges for Services:			
Public Safety	5,750.00		5,750.00
Sanitation	270,000.00		270,000.00
Health	30,050.00		30,050.00
Fines & Forfeits	120,000.00		120,000.00
Miscellaneous	177,000.00		177,000.00
Other Financing Sources	-		-
Total from All Sources			
Other than Taxation	\$2,758,841.00	26,000	\$2,784,841.00
Balance at Beginning of Year	<u>1,448,000.00</u>	+ <u>310,741</u>	<u>1,758,741.00</u>
Total Revenue from Sources			
Other than Taxation	\$4,206,841.00	336,741	\$4,543,582.00
Amount Necessary to be Raised			
By Tax Levy	<u>\$2,063,023.00</u>	-	<u>\$2,063,023.00</u>
Total Available Cash and			
Anticipated Revenue			
From All Sources	<u>\$6,269,864.00</u>	<u>336,741</u>	<u>\$6,606,605.00</u>
EXPENDITURES			
General Government:			
Financial Administration:			
Personal Services	\$ 353,237.00		\$ 353,237.00
Supplies	20,410.00		20,410.00
Other Services & Charges	111,275.00		111,275.00
Capital Outlay	104,500.00		104,500.00
Debt Service	-		-
Total Administration	<u>\$ 589,422.00</u>	<u>-</u>	<u>\$ 589,422.00</u>
Planning & Zoning:			
Other Services & Charges	<u>\$ 37,485.00</u>	<u>-</u>	<u>\$ 37,485.00</u>
Total General Government	<u>\$ 626,907.00</u>		<u>\$ 626,907.00</u>

GENERAL FUND - Cont'd
EXPENDITURES - Cont'd

AMENDED
1990-91
BUDGET

	Original Budget	Amendment	Amended Budget
Public Safety:			
Police:			
Personal Services	\$1,023,465.00		\$1,023,465.00
Supplies	79,803.00		79,803.00
Other Services & Charges	106,866.00		106,866.00
Capital Outlay	179,976.00		179,976.00
Debt Service	-		-
Total Police	<u>\$1,390,110.00</u>	<u>-</u>	<u>\$1,390,110.00</u>
Fire:			
Personal Services	\$1,056,581.00		\$1,056,581.00
Supplies	55,550.00		55,550.00
Other Services & Charges	100,205.00		100,205.00
Capital Outlay	36,200.00		36,200.00
Debt Service	18,046.00		18,046.00
Emergency Medical Services	17,140.00		17,140.00
Total Fire	<u>\$1,283,722.00</u>	<u>-</u>	<u>\$1,283,722.00</u>
Total Public Safety	<u>\$2,673,832.00</u>		<u>\$2,673,832.00</u>
Public Works:			
Inspection:			
Personal Services	\$ 36,506.00		\$ 36,506.00
Supplies	750.00		750.00
Other Services & Charges	14,234.00		14,234.00
Capital Outlay	500.00		500.00
Total Inspection	<u>\$ 51,990.00</u>	<u>-</u>	<u>\$ 51,990.00</u>
Street:			
Personal Services	\$ 264,363.00		\$ 264,363.00
Supplies	531,500.00		531,500.00
Other Services & Charges	187,940.00		187,940.00
Capital Outlay	620,450.00		620,450.00
Total Street	<u>\$1,604,253.00</u>	<u>-</u>	<u>\$1,604,253.00</u>
Sanitation:			
Other Services & Charges	<u>\$ 372,912.00</u>	<u>-</u>	<u>\$ 372,912.00</u>
Total Public Works	<u>\$2,029,155.00</u>		<u>\$2,029,155.00</u>

GENERAL FUND - Cont'd
EXPENDITURES - Cont'd

AMENDED
1990-91
BUDGET

Original Budget	Amendment	Amended Budget
--------------------	-----------	-------------------

Culture & Recreation:

Library:

Personal Services	\$ 12,255.00		\$ 12,255.00
Supplies	10,950.00		10,950.00
Other Services & Charges	3,517.00		3,517.00
Capital Outlay	4,000.00		4,000.00
Total Library	\$ 30,722.00	-	\$ 30,722.00
Total Culture & Recreation	\$ 30,722.00		\$ 30,722.00

Economic Development:

Personal Services	\$ -		\$ -
Supplies	1,750.00		1,750.00
Other Services & Charges	78,900.00		78,900.00
Capital Outlay	-		-
Total Economic Development	\$ 80,650.00	-	\$ 80,650.00

Miscellaneous:

Transfer to Capital Projects - CDBG	\$ 5,000.00		\$ 5,000.00
Transfer to Capital Projects - Police/ Courtroom Facility	618,000.00		618,000.00
Transfer to Parks & Recreation Operation Fund	95,650.00		95,650.00
Other Services & Charges	15,675.00		15,675.00
Total Miscellaneous	\$ 734,325.00	-	\$ 734,325.00
Total General Fund Expenditures	\$6,175,591.00		\$6,175,591.00
Balance at End of Year	94,273.00	336,741	431,014.00
Total Expenditures and Year End Balance	\$6,269,864.00	336,741	\$6,606,605.00

AMENDED
1990-91
BUDGET

SPECIAL REVENUE - LAW ENFORCEMENT FUND
For the Year Ending SEPTEMBER 30, 1991
CLINTON, Mississippi

REVENUES

Receipts from the State of Mississippi	\$ -
Interest	300.00
Other	-
Total from All Sources Other Than Taxation	\$ 300.00
Balance at Beginning of Year	20,312.00
Total Revenue from Sources Other Than Taxation	\$ 20,612.00
Total Available Cash and Anticipated Revenue from All Sources	\$ 20,612.00

EXPENDITURES

Supplies	\$ 16,412.00
Other Services and Charges	4,200.00
Total Expenditures	\$ 20,612.00

AMENDED
1990-91
BUDGET

DEBT SERVICE FUND
For the Year Ending SEPTEMBER 30, 1991
CLINTON, Mississippi

REVENUES

Balance at Beginning of Year	\$ 45,000.00
Amount Necessary to be Raised by Tax Levy	<u>-</u>
Total Available Cash and Anticipated Revenue from All Sources	<u>\$ 45,000.00</u>

EXPENDITURES

General Issues:	
Bonds Redeemed	\$ 2,000.00
Interest on Bonds	540.00
Cash Available after Payment of Bond Issue	<u>42,460.00</u>
Total Expenditures	<u>\$ 45,000.00</u>

AMENDED
1990-91
BUDGET

PARKS AND RECREATION OPERATION FUND

For the Year Ending SEPTEMBER 30, 1991

CLINTON, Mississippi

REVENUES

Transfer from General Fund	\$ 95,650.00
Other	<u>6,500.00</u>
Total from All Sources Other than Taxation	\$ <u>102,150.00</u>
Balance at Beginning of Year	<u>-</u>
Total Revenue from Sources Other Than Taxation	<u>102,150.00</u>
Amount Necessary to be Raised by Tax Levy	<u>161,300.00</u>
Total Available Cash and Anticipated Revenue from all Sources	\$ <u>263,450.00</u>

EXPENDITURES

Personal Services	\$ 126,650.00
Supplies	<u>27,500.00</u>
Other Services & Charges	<u>94,300.00</u>
Capital Outlay	<u>-</u>
Debt Service	<u>15,000.00</u>
Total Expenditures	\$ <u>263,450.00</u>

AMENDED
1990-91
BUDGET

CAPITAL PROJECTS-CDBG FUND

For the Year Ending SEPTEMBER 30, 1991

CLINTON, Mississippi

REVENUES

State Grant-CDBG	\$ 5,000.00
Operating Transfers from General Fund	<u>5,000.00</u>
Total from All Sources Other Than Taxation	\$ 10,000.00
Balance at Beginning of Year	<u>-</u>
Total Revenue from Sources Other than Taxation	<u>10,000.00</u>
Total Available Cash and Anticipated	
Revenue from All Sources	\$ <u>10,000.00</u>

EXPENDITURES

Administrative	\$ -
Legal	<u>-</u>
Engineering	<u>-</u>
Construction	<u>10,000.00</u>
Total Expenditures	\$ <u>10,000.00</u>

AMENDED
1990-91
BUDGET

CAPITAL PROJECTS-CDBG FUND

For the Year Ending SEPTEMBER 30, 1991

CLINTON, Mississippi

REVENUES

State Grant-CDBG	\$ 292,000.00
Operating Transfers from Water & Sewer Fund	<u>33,000.00</u>
Total from All Sources Other Than Taxation	\$ 325,000.00
Balance at Beginning of Year	<u>-</u>
Total Revenue from Sources Other than Taxation	<u>325,000.00</u>
Total Available Cash and Anticipated	
Revenue from All Sources	<u>\$ 325,000.00</u>

EXPENDITURES

Administrative	\$ -
Legal	<u>-</u>
Engineering	<u>-</u>
Construction	<u>325,000.00</u>
Total Expenditures	<u>\$ 325,000.00</u>

AMENDED
1990-91
BUDGET

CAPITAL PROJECTS-- POLICE / COURTROOM FACILITY

For the Year Ending SEPTEMBER 30, 1991

CLINTON, Mississippi

REVENUES

Operating Transfers from General Fund

\$ 618,000.00

Total Available Cash and Anticipated
Revenue from All Sources

\$ 618,000.00

EXPENDITURES

Construction Contracts

\$ 618,000.00

Total Expenditures

\$ 618,000.00

AMENDED
1990-91
BUDGET

CAPITAL PROJECTS - PARKS AND RECREATION

For the Year Ending SEPTEMBER 30, 1991
CLINTON, Mississippi

REVENUES

Sale of Bonds \$ 850,000.00

Total Available Cash and Anticipated
Revenue from All Sources \$ 850,000.00

EXPENDITURES

Capital Improvements \$ 160,000.00
Construction Contracts 665,000.00
Engineering & Other 25,000.00

Total Expenditures \$ 850,000.00

AMENDED
1990-91
BUDGET

FIREMEN & POLICEMEN DISABILITY
AND RELIEF FUND

For the Year Ending SEPTEMBER 30, 1991

CLINTON, Mississippi

REVENUES

Amount Necessary to be Raised by Tax Levy	<u>\$ 120,975.00</u>
Total Available Cash and Anticipated Revenue from All Sources	<u>\$ 120,975.00</u>

EXPENDITURES

Contribution to State Administered Retirement Fund	<u>\$ 120,975.00</u>
Total Expenditures	<u>\$ 120,975.00</u>

AMENDED
1990-91
BUDGET

BOND AND INTEREST FUND
CLINTON PUBLIC SCHOOL DISTRICT

For the Year Ending SEPTEMBER 30, 1991

CLINTON, Mississippi

REVENUES

Receipts from Jackson Public School District	\$ 34,520.00
Amount Necessary to be Raised by Tax Levy	<u>598,705.00</u>
Total Available Cash and Anticipated Revenue from All Sources	<u>\$ 633,225.00</u>

EXPENDITURES

General Issues:	
Bonds Redeemed	\$ 265,000.00
Interest on Bonds	<u>368,225.00</u>
Total Expenditures	<u>\$ 633,225.00</u>

AMENDED
1990-91
BUDGET

UNEMPLOYMENT COMPENSATION
REVOLVING FUND

For the Year Ending SEPTEMBER 30, 1991

CLINTON, Mississippi

REVENUES

Balance at Beginning of Year	\$ 14,000.00
Operating Transfers In	<u>2,000.00</u>

Total Available Fund Balance and Anticipated Revenue	<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>
--------------------	---------------------

AMENDED
1990-91
BUDGET

WATER AND SEWER FUND

For the Year Ending SEPTEMBER 30, 1991

CLINTON, Mississippi

	Original Budget	Amendment	Amended Budget
REVENUES			
Water Sales	\$ 1,560,000.00		\$1,560,000.00
Fees & Service Charges	809,000.00		809,000.00
Water Tap Materials & Labor	5,300.00		5,300.00
Sewer Tap Materials & Labor	2,000.00		2,000.00
Water Line Installation			
Materials & Labor	1,650.00		1,650.00
Meter Installation Materials & Labor	6,500.00		6,500.00
Interest	110,000.00		110,000.00
Other	20,000.00		20,000.00
Total from All Sources			
Other than Taxation	\$ 2,514,450.00	-	\$2,514,450.00
Balance at Beginning of Year	1,472,160.00	+ 550,000	2,022,160.00
Total Revenue from Sources Other than Taxation	\$ 3,986,610.00	550,000	\$4,536,610.00
Total Available Cash and Anticipated Revenue from All Sources	\$ 3,986,610.00	550,000	\$4,536,610.00
EXPENDITURES			
Personal Services	\$ 641,768.00		\$ 641,768.00
Supplies	218,600.00		218,600.00
Other Services & Charges	1,368,196.00		1,368,196.00
Capitol Outlay	973,160.00*		973,160.00*
Transfer to Capital Projects-CDBG	33,000.00		33,000.00
Total Expenditures	\$ 3,234,724.00	-	\$3,234,724.00
Balance at End of Year	751,886.00	+ 550,000	1,301,886.00
Total Expenditures and Year End Balance	\$ 3,986,610.00	550,000	\$4,536,610.00

* INCLUDES \$ 972,160 BALANCE OF \$ 1.6 MILLION SANITARY SEWER BOND ISSUE FOR LAGOON IMPROVEMENTS - AMOUNT IS TO BE SPENT FOR THIS PURPOSE ONLY -

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI

CITY OF CLINTON
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
SEPTEMBER 30, 1990

Audit

	Governmental Fund Types			Proprietary	Fiduciary	Account Groups		Totals	
	General	Special Revenue	Debt Service	Fund Type Enterprise	Fund Type Trust and Agency	General Fixed Assets	General Long-Term Debt	(Memorandum Only) 1990	1989
ASSETS AND OTHER DEBITS									
Assets:									
Cash	\$ 166,116	\$ 35,463	\$ 92,951	\$ 451,925	\$ 13,867	\$		\$ 760,322	\$ 575,358
Investments (Note 5)	1,448,000			600,000				2,048,000	1,590,000
Cash with fiscal agent			940					940	23,100
Receivables:									
Taxes	60,138	5,134	20,209		3,849			89,330	84,867
Sales tax	86,107							86,107	88,512
Franchise charges	116,774							116,774	81,819
Accounts				452,487				452,487	468,097
Special assessments				67,992				67,992	54,497
Miscellaneous		200						200	2,958
Interfund receivables (Note 8)	25,044	33			1,429			26,506	87,280
Inventory, at cost				9,948				9,948	9,948
Prepaid expense				4,360				4,360	7,749
Advance to Water and Sewage System Fund									203,326
Restricted assets (Note 5)	20,720			1,324,526				1,345,246	1,767,787
Deferred compensation plan assets at fair market value					147,176			147,176	118,021
Fixed assets (net of accumulated depreciation) - (Note 6)				7,417,394		3,079,712		10,497,106	9,704,443
Intangible asset (net of accumulated amortization)				736,663				736,663	756,667
Other debits:									
Amount available in Debt Service Fund							113,160	113,160	125,986
Amount to be provided for retirement of general long-term debt							4,889,626	4,889,626	5,137,107
Amount to be provided for compensated absences							120,995	120,995	118,521
Total Assets	\$1,922,899	\$ 40,830	\$ 114,100	\$11,065,295	\$ 166,321	\$3,079,712	\$5,123,781	\$21,512,938	\$21,006,043

COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS (CONTINUED)

	Governmental Fund Types			Proprietary	Fiduciary	Account Groups		Totals	
	General	Special Revenue	Debt Service	Fund Type Enterprise	Fund Type Trust and Agency	General Fixed Assets	General Long-Term Debt	(Memorandum Only) 1990	1989
LIABILITIES, EQUITY AND OTHER CREDITS									
Liabilities:									
Accounts payable	\$ 144,256	\$ 9,064	\$	\$ 80,820	\$	\$		\$ 234,140	\$ 414,071
Matured industrial revenue bonds and interest									20,720
Accrued interest payable				67,726				67,726	74,427
Compensated absences payable				28,175			120,995	149,170	142,812
Liabilities payable from restricted assets				302,968				302,968	289,061
Matured general obligation bonds and interest			940					940	2,380
Capital lease payable - current (Note 11)				66,666				66,666	66,666
General obligation bonds payable - current				130,000				130,000	235,000
Interfund payables (Note 8)	1,267	7,322		17,884	33			26,506	87,280
Due to other governments	4,346							4,346	3,917
Advance from General Fund									203,326
General obligation bonds payable (Note 7)				1,770,000		4,965,000		6,735,000	7,112,000
Revenue bonds payable (Note 7)				1,644,000				1,644,000	1,700,000
Long-term note payable and obligations under capital leases (Notes 7 and 11)				733,336			37,786	771,122	851,095
Amounts held in custody for others (Note 12)					147,176			147,176	118,021
Total Liabilities	149,869	16,386	940	4,841,575	147,209		5,123,781	10,279,760	11,320,776
Equity and Other Credits:									
Investment in general fixed assets				709,235		3,079,712		3,079,712	2,702,599
Contributed capital (Note 16)								709,235	660,635
Retained earnings:				1,021,847				1,021,847	1,467,617
Reserved per revenue bond indentures									11,109
Reserved general obligation bond proceeds				4,492,638				4,492,638	2,899,154
Unreserved									31,538
Fund balances:									
Reserved for encumbrances	14,289							14,289	
Reserved for advance to Water and Sewage System Fund									203,326
Reserved for unemployment and retirement benefits					19,112			19,112	20,064
Reserved for debt service			113,160					113,160	125,986
Unreserved - undesignated	568,741	24,444						593,185	1,010,239
Unreserved - designated	1,190,000							1,190,000	553,000
Total Fund Equity and Other Credits	1,773,030	24,444	113,160	6,223,720	19,112	3,079,712		11,233,178	9,685,267
Total Liabilities, Fund Equity and Other Credits	\$1,922,899	\$ 40,830	\$ 114,100	\$11,065,295	\$ 166,321	\$3,079,712	\$5,123,781	\$21,512,938	\$21,006,043

The notes to the financial statements are an integral part of this statement.

CITY OF CLINTON
COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES -
ALL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUND
Year Ended September 30, 1990

	Governmental Fund Types				Fiduciary	Totals	
	General	Special Revenue	Debt Service	Capital Projects	Fund Type Expendable Trust	(Memorandum Only) 1990	1989
Revenues:							
Taxes	\$1,896,105	\$ 157,283	\$ 581,424	\$	\$	\$2,634,812	\$2,398,951
Licenses and permits	420,473					420,473	402,790
Intergovernmental	1,847,836	27,091	34,483	13,706		1,923,116	1,322,858
Charges for services	307,674	1,536				309,210	307,445
Fines	116,890					116,890	111,043
Interest	112,444	2,743	9,804	15	756	125,762	160,327
Miscellaneous	83,223	8,592		500		92,315	74,650
Total Revenues	4,784,645	197,245	625,771	14,221	756	5,622,578	4,778,064
Expenditures:							
Current:							
General government	408,773			14,221		422,994	360,932
Public safety	2,628,942	3,432				2,632,374	2,173,799
Public works	1,462,905					1,462,905	1,200,685
Culture and recreation	17,918	241,392				259,310	278,654
Miscellaneous	22,514				1,731	24,245	19,029
Debt service:							
Principal	14,784	8,346	247,000			270,130	520,831
Interest and fiscal charges	3,262	1,017	391,537			395,816	435,551
Total Expenditures	4,559,098	254,187	638,537	14,221	1,731	5,467,774	4,989,481
Excess (Deficiency) of							

PASTE AD HERE

AMENDMENT OF THE FISCAL YEAR 1990-91 CITY OF CLINTON BUDGETS

ON MOTION BY ALDERMAN EDWARD VALENTE, SECONDED BY ALDERMAN SHARBERT LOTT, AND CARRIED 7-0, THE FISCAL YEAR 1990-91 CITY OF CLINTON BUDGET APPROPRIATIONS WERE AMENDED.

THE PURPOSE OF SAID AMENDMENT TO THE CITY OF CLINTON 1990-91 BUDGETS WAS TO ACCOUNT FOR ADDITIONAL REVENUES RECEIVED IN THE GENERAL FUND AND THE WATER AND SEWER FUND. TWO ADDITIONAL FUNDS WERE ADDED IN ORDER TO REFLECT THE RECEIPT OF DRUG SEIZURE MONEY AND THE \$850,000 BOND ISSUE WHICH WILL BE USED FOR CONSTRUCTION AND IMPROVEMENTS TO VARIOUS PARKS.

NO CHANGES OCCURRED IN THE CITY OF CLINTON DEBT SERVICE FUND, PARKS AND RECREATION OPERATION FUND, FIREMEN & POLICEMEN DISABILITY & RELIEF FUND, BOND & INTEREST FUND - CPSD, UNEMPLOYMENT COMPENSATION REVOLVING FUND, AND THE CAPITAL PROJECT FUNDS.

Billy R Smith
MAYOR

ATTEST:

Nelson Byrd
CITY CLERK

SEAL

CERTIFICATE

I, NELSON BYRD, THE UNDERSIGNED CITY CLERK OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE AMENDED 1990-91 BUDGETS ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON AT THE MEETING HELD ON TUESDAY, MARCH 5, 1991.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE 7TH DAY OF MARCH, 1991.

Nelson Byrd
NELSON BYRD, CITY CLERK

SEAL

SPECIAL REVENUE - LAW

For the Year Ending SEPTEMBER

CLINTON, Mississippi

REVENUES

Total Available Cash and Anticipated Revenue from All Sources

\$ 3,986,610.00 550,000 \$4,536,610.00

EXPENDITURES

Personal Services
Supplies
Other Services & Charges
Capitol Outlay
Transfer to Capital Projects-CDBG
Total Expenditures
Balance at End of Year
Total Expenditures and Year End Balance

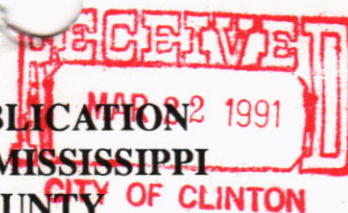
\$ 641,768.00
218,600.00
1,368,196.00
973,160.00*
33,000.00
\$ 3,234,724.00
751,886.00
\$ 3,986,610.00

\$ 641,768.00
218,600.00
1,368,196.00
973,160.00*
33,000.00
\$ 3,234,724.00
1,301,886.00
\$4,536,610.00

* INCLUDES \$ 972,160 BALANCE OF \$ 1.6 MILLION SANITARY SEWER BOND ISSUE FOR LAGOON IMPROVEMENTS - AMOUNT IS TO BE SPENT FOR THIS PURPOSE ONLY -

Thursday, March 14, 1991

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY



ALLY appeared before me, the undersigned notary Hinds County, Mississippi,

Janet Boatner,
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 sworn, states that the notice, a true copy of which is attached, appeared in the issues of said newspaper as

March 14, 1991

, 19

, 19

, 19

, 19

of Lines 756

1 Times

242.92

Janet Boatner
Authorized Clerk
of The Clinton News

and subscribed before me the 14th day of

March 19 91.

Marie Mills
Notary Public

Commission Expires:
Commission Expires Nov. 9, 1992

(Seal)

BEFORE THE MISSISSIPPI COMMISSION
ON ENVIRONMENTAL QUALITY

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

COMPLAINANT

VS.

ORDER NO.

2011 91

CITY OF CLINTON

RESPONDENT

AGREED ORDER

COME NOW THE Mississippi Commission on Environmental Quality (Commission), Complainant, and City of Clinton, Respondent, in the above captioned cause and agree as follows:

1.

On January 16, 1991, Respondent was contacted by Complainant and notified of the following violation(s):

Respondent's wastewater treatment facility operating under NPDES Permit No. MS0021172 has not consistently achieved the effluent limitations for Flow, BOD₅, Suspended Solids, Ammonia Nitrogen and percent removal of BOD₅ and Suspended Solids since October 1989.

2.

In lieu of a formal enforcement hearing concerning the violation(s) listed above, Complainant and Respondent agree to settle this matter as follows:

1. Respondent agrees to pay and Complainant agrees to accept the sum of \$3750; said penalty to be held in abeyance. If the Respondent submits a preliminary facilities plan on or before May 1, 1991 describing alternatives to bring the wastewater facility into compliance with permit limitations standards with an approvable schedule to implement the recommended action, the penalty will not be collected.
2. Respondent understands that the schedule described above when submitted will be incorporated into a new agreed order and the sum of \$3,750 will continue to be held in abeyance pending the Respondents compliance with said schedule.

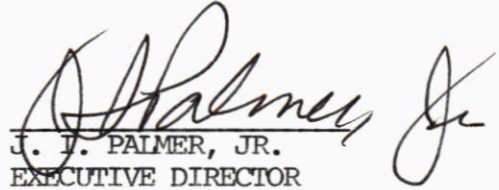
3.

Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Section 49-17-31 of the Mississippi Code Annotated (Supp. 1989), and that it has made an informed waiver of that right.

ORDERED, this the 12th day of March, 1991.

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

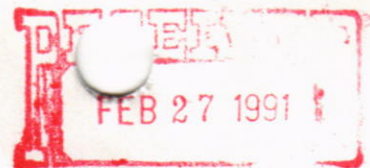
BY:


J. T. PALMER, JR.
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT
OF ENVIRONMENTAL QUALITY

AGREED, this the 6th day of March, 1991.


RESPONDENT

BEFORE THE MISSISSIPPI COMMISSION
ON ENVIRONMENTAL QUALITY



CITY OF CLINTON

DRAFT
cm

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

COMPLAINANT

VS.

ORDER NO. _____

CITY OF CLINTON
(CLINTON INDUSTRIAL PARK)

RESPONDENT

AGREED ORDER

COME NOW THE Mississippi Commission on Environmental Quality
(Commission), Complainant, and City of Clinton (Clinton Industrial
Park), Respondent, in the above captioned cause and agree as follows:

1.

On July 3, and November 28, 1990, Respondent was contacted by
Complainant and notified of the following violation(s):

1. On the months of October, November and December, 1989, and
the months of January through September, 1989, the
Respondent violated the residual chlorine quarterly average
concentration limits of its NPDES Permit No. MS0023221.
2. On the months of July through September, 1990, the
Respondent violated the BOD, TSS, Ammonia-Nitrogen and
Fecal Coliform quarterly average concentration limits of
its NPDES Permit No. MS0023221.

2.

In lieu of a formal enforcement hearing concerning the
violation(s) listed above, Complainant and Respondent agree to settle
this matter as follows:

- A. Respondent agrees to pay and complainant agrees to accept,
the sum of \$75,000 as a full and complete settlement
thereof, said sum to be payable as follows:
 - (1) The sum of \$25,000 shall be paid to complainant
within thirty (30) days after entry of this order in
settlement of the aforementioned violations.
 - (2) An additional sum of \$50,000 shall be paid to
complainant if the requirements outlined in paragraph
2.B are not satisfied.
 - (3) An additional stipulated penalty of \$1,000 per
violation shall be paid to Complainant if Respondent
violates the daily average limitations in item B.(2)a.

B. Respondent further understands and agrees that, as part of the above referenced settlement, respondent shall comply with the following:

(1) Schedule of Compliance

- a.
- b.
- c.

(2) Compliance with the NPDES Permit No. MS0023221 be demonstrated beginning on _____ and lasting until _____.

a. Respondent shall comply with the following discharge limits:

Parameters	Daily Avg (mg/l)	Daily Max(mg/l)	Measurement Frequency	Sample Type
Flow	--	0.20	5 days/week	Instantaneous
BOD ₅	24	48	Twice/month	24-Hr Composite
Total Suspended Solids	89	178	Twice/month	24-Hr Composite
Ammonia-Nitrogen	4	6	Twice/month	Grab
Dissolved Oxygen	Not less than 5.0 mg/l		Twice/month	Grab
Coliform	200/100 ml	400/100 ml	Once/month	Grab

Analysis of samples shall conform to regulations published pursuant to Section 304(h) of the Federal Water Pollution Control Act, as amended. Results of analysis shall be submitted once/month.

Monitoring results obtained during previous month shall be summarized and reported on the discharge monitoring report form (EPA No. 3320-1).

(3) The Respondent shall not allow any further connections to its wastewater treatment/collection system until at such time the improvements to the wastewater treatment system are completed.

3.

Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Section 49-17-31 of the Mississippi Code Annotated (Supp. 1989), and that it has made an informed waiver of that right.

ORDERED, this the _____ day of _____, 1990.

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

BY: _____
J. I. PALMER, JR.
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT
OF ENVIRONMENTAL QUALITY

AGREED, this the _____ day of _____, 1991.

RESPONDENT

Harold

ALDERMEN

O. C. George Ferrell
Ward One
Edward J. Valente
Ward Two
Ronnie Chappell
Ward Three
Keith N. Montgomery
Ward Four



ALDERMEN

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

Billy Ray Smith, Mayor

March 5, 1991

Mr. Jerry W. Cain, P.E.
Chief, Industrial Wastewater Section
Mississippi Department of Environmental Quality
P. O. Box 10385
Jackson, MS 39209

Re: Proposed Fine and Sanctions
Clinton Industrial Park Treatment Facility

Dear Mr. Cain:

Following our meeting with you on February 27, 1991, Harold Alderman, Terry Anderson and I discussed options available to the City of Clinton in dealing with wastewater treatment problems at the Clinton Industrial Park. Although any actions we may propose will require confirmation by the Board of Aldermen, we feel we have come up with a realistic solution to the Industrial Park wastewater problem. The steps we intend to implement are as follows:

1. Gulf States Cannery, the major non-permitted discharger into our system, has been notified that sanitary sewer service by the City of Clinton will be terminated effective April 1, 1991. We feel that a number of our non-compliance situations have been caused by illegal discharges by Gulf States Cannery. This has been a continuous and habitual problem and we can see no realistic solution to this problem except the termination of service to this violating industry.
2. We have requested a proposal from McCullough Environmental Services, Inc. to provide a qualified Class III Operator to assume operation and maintenance responsibility for the Clinton Industrial Park Facility until this facility is brought into compliance or replaced.
3. We are evaluating treatment alternatives for the replacement of the Industrial Park Treatment Facility. This plant, constructed in 1972, is structurally and mechanically dilapidated. As proven to you by invoices presented by our Assistant Director of Public Works, we have experienced continual mechanical breakdowns in this plant. It is our opinion at this time that replacement of this plant would solve the breakdown problems we have been experiencing.

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

March 5, 1991
Page Two

I believe that you were presented with adequate evidence during our February 27, 1991 meeting to confirm that we have made a consistent effort to meet our discharge limitations at this plant. Monthly monitoring reports indicate that only 6 out of 15 months were in violation of our discharge permit. We verified with repair invoices that these months of violation were caused by mechanical breakdown in the plant.

Hopefully, our proposed course of action will be satisfactory to the Department of Environmental Quality. Based on our proposed course of action, we respectfully request that you defer the payment of the \$25,000 fine stipulated in the proposed agreed order. We feel that using this \$25,000 to pay a private consulting operator would be a more expeditious expenditure on the part of the City. Twenty Five Thousand Dollars, of course, was not budgeted into this year's wastewater treatment budget; therefore, payment of this fine would impose a financial hardship on our water and sewer fund and the City as a whole. We request your consideration of allowing us to channel these funds into more productive efforts to resolve wastewater problems at the Clinton Industrial Park.

We hope you will agree with our proposed course of action in correcting the problems we have experienced. We appreciate your consideration of our request and look forward to working with you toward a successful resolution of this matter.

Sincerely,

CITY OF CLINTON, MS



Billy Ray Smith
Mayor

RAILROAD GRADE CROSSINGS
PROTECTION PROGRAM AGREEMENT FOR

PROJECT RRS-6932(3)

LOCATION CLINTON, MS

THIS AGREEMENT, made and entered into by and between the CITY of
CLINTON, HINDS County, Mississippi,
referred to as the CITY and the STATE HIGHWAY COMMISSION of Mississippi,
referred to as the COMMISSION.

WHEREAS: The timely installation of pavement markings and signing
has become an impediment to the expeditious completion of some of these
projects, the COMMISSION and the CITY desire to make the following agree-
ment.

1. The CITY will, by using CITY forces or by contract, construct
any pavement marking and/or warning signs that are deemed necessary to
meet the requirement of the COMMISSION and the Manual of Uniform Traffic
Control Devices.

2. The COMMISSION will pay the CITY 90% of the cost based on the
following items of work performed:

1. 408 SF Detail Traffic Stripe including Center Line
- | | |
|------------------------------|--------------------|
| Bid Item - Paint | \$ _____ /SF |
| Bid Item - Thermoplastic | \$ <u>3.00</u> /SF |
| Bid Item - Preformed Plastic | \$ _____ /SF |
2. 2 Ea Railroad Advance Warning Sign \$ 50 / Ea
- TOTAL \$ 1,324.00

Above payment to be total compensation for the work described and
no additional cost shall be incurred because of this agreement.

484

N HEREFORE, the undersigned parties hereby agree the above mentioned items and that this agreement is supplemental in nature and that any original contracts are in full force and effect, except insofar as they might be modified by this agreement.

CITY OF CLINTON on the 5TH ~~MARCH~~ day of MARCH, 19 91. Minute Book U, Page 484-487, and the STATE HIGHWAY COMMISSION on the _____ day of _____, 19____, Minute Book 108, Page 1119.

CITY OF CLINTON

COUNTY HINDS

Billy R Smith
MAYOR

ATTEST:
Nelson Byrd
CLERK

STATE HIGHWAY COMMISSION OF MISSISSIPPI

DIRECTOR JOHN R. TABB

ATTEST:

SECRETARY

485

Consultant Engineer's Name

ANDERSON ENGINEERS, P.A.

City Engineer (Publically Employed)

TERRY L. ANDERSON

Address

P.O. Box 254

CLINTON, MS. 39060

Telephone

924-3911

486

City of CLINTON
State of Mississippi

CERTIFICATION OF CONSULTANT

I hereby certify that I am the PRESIDENT and duly authorized representative of the firm of ANDERSON ENGINEERS whose address is P.O. BOX 254 CLINTON, MS 39056, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Mississippi State Highway Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of the Federal-Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

FEBRUARY 28, 1991
Date

Terry L. Anderson
Signature TERRY L. ANDERSON

CERTIFICATION OF CITY

I hereby certify that I am the MAYOR of the city of CLINTON, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

2-4-91
Date

Billy R Smith
MAYOR BILLY RAY SMITH

APPENDIX B

PURPOSE:

To estimate lump sum amounts that may be considered for lump sum engineering agreements covering railroad crossings and for installation for signals.

Estimated engineering cost for four (4) days required for some signals and crossings.

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Professional Engineer	10	\$50.00	\$500.00
Construction Stakeout (3 man crew)	4	\$50.00	\$200.00
Inspector	20*	\$25.00	\$500.00
Total for installation requiring 4 days			\$1,200.00

* Based on inspecting 5 hours per day as being adequate for periodic inspection.

Add or deduct for additions or less days:

1. Inspecting	5 hrs. @\$25.00 =	\$125.00
2. Other associated cost (est.)		\$15.00
		<u>\$140.00</u>

Schedule based on the above:

<u>Days Required</u>	<u>Lump Sum Amount</u>
3	\$1,060.00
4	\$1,200.00
5	\$1,340.00
6	\$1,480.00
7	\$1,620.00
8	\$1,760.00
9	\$1,900.00
10	\$2,040.00
11	\$2,180.00
12	\$2,320.00
13	\$2,460.00
14	\$2,600.00
15	\$2,740.00
16	\$2,880.00
17	\$3,020.00
18	\$3,160.00

APPENDIX B

PURPOSE:

To estimate lump sum amounts that may be considered for lump sum engineering agreements covering railroad crossings and for installation of signals.

Estimated engineering cost for four (4) days required for some signals and crossings.

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Professional Engineer	10	\$50.00	\$500.00
Construction Stakeout (3 man crew)	4	\$50.00	\$200.00
Inspector	32*	\$25.00	\$800.00
Total for installation requiring 4 days			<u>\$1,500.00</u>

* Based on inspecting 8 hours per day as being adequate for inspection.

Add or deduct for additions or less days:

1. Inspecting	8 hrs. @ \$25.00 =	\$200.00
2. Other associated cost (est.)		\$15.00
		<u>\$215.00</u>

Schedule based on the above:

<u>Days Required</u>	<u>Lump Sum Amount</u>
3	\$1,285.00
4	\$1,500.00
5	\$1,715.00
6	\$1,930.00
7	\$2,145.00
8	\$2,360.00
9	\$2,575.00
10	\$2,790.00
11	\$3,005.00
12	\$3,220.00
13	\$3,435.00
14	\$3,650.00
15	\$3,865.00
16	\$4,080.00
17	\$4,295.00
18	\$4,510.00

CONTRACT AGREEMENT

COVERING PAYMENT FROM STATE HIGHWAY DEPARTMENT FUNDS
FOR THE ENGINEERING SERVICES PERFORMED ON CITY PROJECTS
INVOLVING RAILROAD SAFETY PROJECTS

WHEREAS, engineering costs incurred on projects of the City of
CLINTON (hereinafter referred to as the City) involving
Federal Funds administered by the Mississippi State Highway Department
(hereinafter referred to as the Department) may be paid from Department
funds, with the methods of payment to be approved by the Department, under
regulations promulgated by the Department, and

WHEREAS, the Department promulgated Rules and Regulations that set
out the basic elements of engineering services that are required on City
projects and established procedures governing the methods and limitations
of payment for these services, and

WHEREAS, these Rules and Regulations provide that the City enter into
a contract Agreement with its Consultant setting out the compensation to the
Consultant for engineering services on city work, said Agreement to be
approved by the Consultant and the Department.

NOW, THEREFORE, IT IS HEREBY AGREED by the City and ANDERSON ENGINEERS
_____, Consultant, that payment from Department funds for
furnishing all construction engineering services on Federal Aid projects will
not exceed ten percent (10%) of the construction cost.

IT IS AGREED by the Consultant named herein that he will perform the
engineering services in accordance with the Department's Rules and Regulations.
It is agreed that the Department will reimburse the City or Consultant at the
rates of compensation set out, and the City agrees to transmit said sums to
the Consultant upon receipt of same from the Department.

This Agreement shall remain in full force and effect until it has been completed in accordance with its terms and the Rules and Regulations, or until it is terminated as herein provided. It may be terminated by either party hereto upon giving written notice for a period of at least thirty (30) days prior to the date the termination is to be effected.

Witness our signatures this the 6th day of March, 1991.

BY Billy R Smith
Mayor Billy-Ray Smith

2-4-91
Date

Ernest L. Anderson
Consulting Engineer

Date February 28, 1991

James D. Quin, Chief Engineer

Date

APPROVED:

John R. Tabb, Director

Date

CONSULTANT
ENGINEERING AGREEMENT

BETWEEN

THE CITY OF CLINTON AND ANDERSON ENGINEERS, A CONSULTING
ENGINEER, FOR ALL ENGINEERING SERVICES REQUIRED ON FEDERAL AID
PROJECT NO. RRS-6932(3), HINDS COUNTY

WHEREAS, CITY OF CLINTON, Mississippi, (hereinafter
referred to as the City), has made application for FEDERAL AID
funds for the construction of a RAILROAD SAFETY PROJECT, AND

WHEREAS, the program for said project designated as
FEDERAL AID Project No. RRS-6932(3), HINDS County
has been approved by the Mississippi State Highway Department
(hereinafter referred to as the Department), the Federal Highway
Administration and the City, and

WHEREAS, the City desires to employ the services of
ANDERSON ENGINEERS (hereinafter referred to as the Con-
sultant); Address P.O. BOX 254 CLINTON, MS 39056
as Consultant on said work.

NOW, THEREFORE, The City and Consultant do enter into this
agreement subject to the approval of the Department and the Fed-
eral Highway Administration, the conditions and stipulations of
which are set out below:

I. LOCATION AND DESCRIPTION OF THE PROJECT

A: LOCATION:

B: DESCRIPTION OF PROPOSED WORK:
CONSTRUCTION ENGINEERING FOR A RAILROAD CROSSING PROJECT

11. ENGINEERING SERVICES TO BE PERFORMED:

A. Construction Engineering Services: Construction engineering services shall consist of all engineering work involved from the contract stage through the preparation and submission of the final claim and supporting documents to the Chief Engineer and shall include the following:

1. The setting of all stakes to control the work and construction inspection and other controls to insure that work is performed in accordance with the plans and specifications.
2. The consulting engineer shall promptly verify and recommend payment of all the Railroad Company's claims; he shall maintain a project diary as the official project record for each project showing the Railroad Company's daily operations; and the engineering personnel's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final claim and supporting documents to the city for approval and payment.

The above services will be performed using railroad plans and supporting railroad data that will be prepared by others and furnished to the Consultant.

B. Basis of Payment for Engineering Services:

1. The city or Department will make payments to the Consultant for construction engineering services. The Consultant will submit estimates for the construction engineering costs on the basis of a percentage of the work completed. Retainage for progressive bills will be 5%.

C. Total Costs of Engineering Services:

Payment for these services will be based on actual construction inspection days and the corresponding monetary payment in the Department's adopted schedule of cost as shown in Appendix "B". Based on an estimated time of 4 days the schedule cost would be \$1200.00. The total construction engineering cost shall not exceed \$3000.00. Eligibility of the actual costs of claimed will be determined by provisions of the Federal Procure-

ment Regulations, 48 CFR, Chapter 1, Part 31, Federal Acquisition Regulation (FAR 31). A supplemental agreement may be entered into between the City and the Consultant to increase the maximum amount payable under this contract for additional labor costs provided there is a change in scope, character, or complexity of the work to be performed. This supplemental agreement must be approved by the Department and the Federal Highway Administration prior to the performance of additional work by the Consultant for which additional reimbursement will be requested.

- D. The Maintenance of Proper Records by the Consultant: The Consultant shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for engineering services provided by him, and shall furnish the City two (2) copies of such records to substantiate the payment for said engineering services. The Consultant shall maintain a daily diary for time worked and work accomplished for each individual performing construction engineering duties. This diary will be submitted to the City along with payroll time sheets showing the amounts paid to each man performing engineering functions. He shall likewise make such records available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the City, Department, the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- E. Beginning Time of Engineering Services: Construction engineering work shall begin on this project after notification of the approval of this agreement by the Department and the Federal Highway Administration and upon actual arrival on the project by the Railroad Company. The work shall be completed upon submission of the Consultant of the final billing for the railroad work.
- F. Ownership of Engineering and Project Records: All engineering records, including survey notes, plans and designs, the preparation and development for which the City has fully compensated the Consultant, shall become the property of the City, except the Consultant may retain a copy of all engineering data for his records.

III. MISCELLANEOUS:

- A. Responsibilities for Claims and Liability: The Consultant shall indemnify and save harmless the City, the Department, its officers and employees from all actions, demands or responsibilities arising from, or occasioned by, any act of or omission of the Consultant, his employees, agents, or servants, resulting bodily injury, property damage or death of any party.
- B. Compliance with Title VI of the Civil Rights Act of 1964:
- (1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (2) Nondiscrimination: The Consultant, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified of the consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - (4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by

the City, the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the City, the Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the consultants' noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it, the Department or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
- (a) withholding of payments to the consultant under the contract until the consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Consultant will include the provisions of Sec III, Paragraph B, Subparagraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the City, the Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request the City and the Department to enter into such litigation to protect the interests of the City and the Department, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.
- (7) Minority Business Enterprises:

- (a) "Policy. It is policy of the (United States) Department of Transportation (DOT) that

minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the MBE requirements of 49 CFR Part 23 apply to this agreement.

- (b) "MBE Obligation. The City and the Department and the Consultant agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the City, the Department and the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The City, the Department and the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

- (c) The City shall advise each . . . Consultant . . . that failure to carry out the requirements set forth in Section 23.43(a) shall constitute a breach of contract and, after the notification by the Department or the Federal Highway Administration may result in termination of the . . . contract by the City or such remedy as the City deems appropriate.

- C. Covenant Against Contingent Fees: The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price, or consideration, or otherwise recover, the full amount of

such fee, commission, percentage, brokerage fee, gift or other contingent fee.

- D. Subletting, Assignment or Transfer of Work: The subletting, assignment or transfer of any part of these engineering services other than the testing of materials, to any other person, firm or engineering consultant is expressly prohibited.
- E. Termination of the Contract: In the event this contract is terminated by either or any of the signatories hereto, written notice thereof must be given to all parties at least thirty (30) days prior to the date of termination, giving full details and reasons for such action. Payment for engineering work performed will be on the basis of a percentage of the work completed.
- F. Delays and Extensions: Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Any delay for submission will be requested by letter to the Department giving reasons for the request and the approximate date proposed for submission of that data.
- G. The consultant hereby agrees to comply with all Federal, State and local laws and ordinances applicable to the work.
- H. Any disputes will be mediated by City and Consultant and concurred in by the Department.
- I. Clean Water and Air Act: The Consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and the Environmental Protection Agency Regulations (40 CFR Part 15). All violations shall be reported to the Department and to U.S.E.P.A. Assistant Administrator for Enforcement.
- J. Energy Policy and Conservation Act: The Consultant agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- K. Federal-Aid Highway Program Manual: The Consul-

tant agrees to comply with all applicable policies of FHPM Volume I, Chapter 7, Section 2 and supplements which are made a part of this contract by incorporation.

- L. Cooperation with Public Engineer: The Consultant agrees to advise the designated Public Engineer of day to day operations, status of project, changed conditions, and transmit pay estimates, proposed change orders and supplemental agreements to the Public Engineer for his approval.
- M. Certification Regarding Debarment Suspension, and Other Responsibility Matters - Primary Covered Transactions: By signing this Agreement the Consultant has provided the Certification required to comply with Appendix A (49 CFR, Part 29).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the proper officials thereunto duly authorized as of the dates indicated below:

Witness our signature this the 6th day of March, 1991.

CITY OF CLINTON

BY: Billy R. Smith
Mayor Billy Ray Smith

DATE: 6 March 91

RECOMMENDED FOR APPROVAL:

Chief Engineer James Quin
Mississippi State Highway Department

DATE: _____

James T. Anderson
Consulting Engineer Anderson Engineers

DATE: FEBRUARY 28, 1991

APPROVED:

Director John R. Tabb
Mississippi State Highway Department

DATE: _____

APPROVED:

Federal Highway Administration

DATE: _____

**INTERLOCAL COOPERATION AGREEMENT
HINDS COUNTY, MISSISSIPPI AND CITY OF CLINTON, MISSISSIPPI
(Interlocal Cooperation Act of 1974)
In Re: Various Streets - Road Paving**

This Agreement is entered into on the date shown at the end of this instrument by and between Hinds County, a political subdivision, hereinafter referred to as "County", and the City of Clinton, Mississippi, a municipal corporation, hereinafter referred to as "City", under and pursuant to Section 17-13-1 et seq., Mississippi Code of 1972, being the "Interlocal Cooperation Act of 1974".

WITNESSETH:

In consideration of the mutual benefits and advantages each to the other, the parties hereto agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

(a) This Agreement is entered into pursuant to the authorization of the "Interlocal Cooperation Act of 1974", being Section 17-13-1 et seq., Mississippi Code of 1972, as same now appears, or may be hereafter amended, and all provisions therein set forth are hereby incorporated herein and made a part hereof as is fully set forth herein, it being the intent of the parties hereto that such authority as is granted by said Act shall be exercisable by the parties under this Agreement to enable the parties to accomplish the paving of various streets in Clinton, Hinds County, Mississippi.

(b) The nature and scope of the project contemplated by this Agreement is the paving or overlaying of the various streets. The specific authority under which the County and City may exercise the powers necessary to fulfill this Agreement are found, respectively, in Section 19-3-41 and in Section 21-37-3, Mississippi Code of 1972.

(c) The County will participate in this project by providing equipment, labor and materials to overlay the various streets as designated by the City of Clinton.

(d) The City will participate in this project by furnishing traffic control for each project and by assuming the responsibility for all future maintenance and upkeep of the various streets.

(e) The dollar amount of work to be performed inside the City of Clinton shall be \$145,950.00. This amount having been derived by determining the City of Clinton's total percentage of municipal population in Hinds County. These figures are as follows:

\$1,500,000.00 allotted by the Board of Supervisors to be distributed to all municipalities according to their size as related to population. The City of Clinton having 9.73% of the total municipal population, hence $9.73\% \times \$1,500,000.00 = \$145,950.00$.

This 9.73 percentage figure being provided by the Hinds County Department of Resource Management as derived from the 1990 decennial census.

(f) The total dollar amount of \$145,950.00 is reduced by the following amounts for an Interlocal Agreement between Hinds County and the City of Clinton on various Construction and Maintenance projects on Parks and Recreational Facilities within the City of Clinton as designated by their City Recreational Director.

(g) The cost figures of the work completed shall be provided to the Public Works Director of the City of Clinton by the Director of the Department of Road Management or his representative.

II. AMENDMENTS OR TERMINATION

This Agreement may be amended or terminated with the consent of both parties only, and such action shall be taken by Resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The Director of Road Management of the County shall be responsible for seeing that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in force and effect from the effective date hereof, as explained in Section 5 herein below, and shall continue in effect until such time as the governing authorities of the County acknowledge by Resolution that the paving or overlaying has been completed. Said repair is to be completed on or before October 01, 1991.

V. ENFORCEABILITY

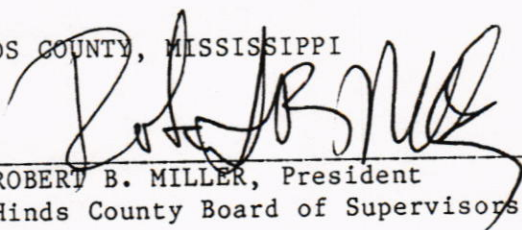
(a) The County and City understands that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for his approval, and this Agreement shall not be enforceable unless approved by the said Attorney General, or sixty (60) days has passed since its submission to him and he has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

(b) On Approval by the Attorney General, or the passing of sixty (60) days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the City Clerk of the City of Clinton, the Secretary of State of the State of Mississippi, and the State Department of Audit.

APPROVED EXECUTED BY THE RESPECTIVE PARTIES on the date indicated herein below.

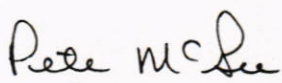
HINDS COUNTY, MISSISSIPPI

by:


ROBERT B. MILLER, President
Hinds County Board of Supervisors

THIS, the ^{4th}~~25th~~ day of ^{March}~~February~~, 1991.

ATTEST:

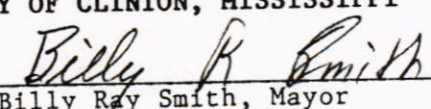

PETE McGEE, CHANCERY CLERK
HINDS COUNTY, MISSISSIPPI
CLERK OF THE BOARD

by:


Lonnie R. Boardman, DC

CITY OF CLINTON, MISSISSIPPI

by:

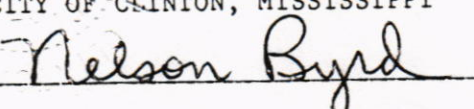

Billy Ray Smith, Mayor

THIS, the 6th day of MARCH, 1991.

Attest:

NELSON BYRD, CLERK
CITY OF CLINTON, MISSISSIPPI

by:


Nelson Byrd

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT B. MILLER and PETE McGEE, who acknowledged to me that they are the President of the Board of Supervisors and Chancery Clerk, respectively, of the COUNTY OF HINDS, MISSISSIPPI, and that as such they did sign, affix the corporate seal thereto, and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said County of Hinds, Mississippi, they being first duly authorized so to do.

GIVEN under my hand and official seal on this the 4th day
of March, 1991.

Winnie Dilmore
NOTARY PUBLIC

(SEAL)

My Commission Expires:

July 15, 1994

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, BILLY RAY SMITH, and NELSON BYRD, who acknowledge to me that they are the Mayor and Clerk, respectively, of the CITY OF CLINTON, MISSISSIPPI, and that as such they did sign, affix the corporate seal thereto, and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said City of Clinton, Mississippi, they being first duly authorized to do so.

GIVEN under my hand and official seal on this the 6th day
of February, 1991.

Augustine E. Walls
NOTARY PUBLIC

(SEAL)

My Commission Expires:

My Commission Expires July 24, 1994