

ADJOURNED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, April 16, 1991 - 7 P.M.
A. E. WOOD MEMORIAL LIBRARY

The Mayor and Board of Aldermen of the City of Clinton met in Adjourned Meeting at 7 P.M., at the A. E. Wood Memorial Library, 111 Clinton Boulevard, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of April 2, 1991, as found on Page 534 of this Minute Book U.

WELCOME AND CALL TO ORDER - Mayor Billy Ray Smith

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Ed Valente followed by the Pledge of Allegiance to the Flag led by Alderman Keith Montgomery.

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-T:

- A. \$2,299.20 to Scoggins Welding & Machine Shop for emergency repairs at Briars Treatment Plant and Industrial Park Treatment Plant (P.W.)
- B. \$1,645.00 to Krystal Gravel Company for 242 c.y. clay gravel (approved low bid) (Public Works)
- C. \$816.00 to Central Pipe Supply, Inc., for 24 bronze Badger meters (Public Works)
- D. \$504.95 to Central Pipe Supply, Inc., for materials to set new meters and repair old meters (Public Works)
- E. \$934.01 to Mueller Company for parts and repair of water meters at Packard Electric Company (Public Works)
- F. \$740.00 to Capitol Welding for 9 cylinders of chlorine (Public Works)
- G. \$912.73 to Apac-Miss, Inc., for asphalt used to repair streets (P.W.)
- H. \$825.60 to Faulkner Concrete Pipe Company for replacing pipe on Pinehaven Road at cross drainage (Public Works)
- I. \$742.30 to Clinton Welding & Machine Shop, Inc., for repair of side-attached clipper (Public Works)
- J. \$1,063.98 to Tubb Equipment for a dipper cylinder for Case Backhoe (PW)
- K. \$1,161.00 to Clinton Welding & Machine Shop, Inc., for repair of Batwing Clipper (Public Works)
- L. \$667.25 to Apac-Miss, Inc., for asphalt used to repair streets (P.W.)
- M. \$1,108.75 to Adcamp, Inc., for asphalt used to repair streets (P.W.)
- N. \$920.50 to Lampton-Love Gas Company for diesel fuel (Public Works)
- O. \$928.00 to Sun-Belt Diesel, Inc., for new alternator on 1984 fire engine (Fire Department)
- P. \$100.00 to Clinton Vo-Tech Center for support of C-Pal Adult Literacy Program for City of Clinton (Adm.)
- Q. \$30.00 to Municipal Court Clerk Assoc. of MS for 1991-1992 - dues for Court Clerks Marie McGraw and Wanda Sullivan (Police Department)
- R. \$75.00 Registration Fee to MS Industrial Development Council for Jim

Powell to attend Spring Conference in Jackson - May 8-10, 1991
(Industrial Development)

- S. Authorization to advertise for bids to sell 6 used police cars (Police)
- T. \$1,455.60 to Statewide Comm. - low bid for police vehicle radio with trade-in (Police)

This Board having found as fact that said advertisements, dues or support in Consent Agenda Items P and Q will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton, MOTION made by Alderman Johnson and SECONDED by Alderman Chappell to approve Consent Agenda Items A-T as listed above. MOTION CARRIED UNANIMOUSLY. Bids or quotes for Items B and T are on file in the Office of the City Clerk.

RESOLUTION ADOPTED TO SUPPORT THE CONSTRUCTION OF THE NEW YMCA AND DONATION OF LAND TO YMCA BY PACKARD ELECTRIC

Upon recommendation of Mayor Billy Ray Smith for the City to show its support of the new YMCA to be constructed on land donated by Packard Electric, MOTION made by Alderman Chappell and SECONDED by Alderman Valente to adopt that Resolution found on Page 568 of this Minute Book U in support of Clinton's first-ever "Cow-Chip Classic" to support the building of the YMCA. MOTION CARRIED UNANIMOUSLY.

APPROVAL OF LEASE OF OFFICE TRAILER FOR FIRE DEPARTMENT

One bid having been received on January 25, 1991, for the lease of an office trailer for the Fire Department, and upon recommendation of Fire Chief Landrum, MOTION made by Alderman Montgomery and SECONDED by Alderman Valente for the approval of the bid of Gelcospace in the amount of \$13,828.00. Electrical (\$675.00) and plumbing (\$1,290.00) to hook up the trailer was also approved. Proof of Publication that bids were properly advertised may be found on Page 569 of this Minute Book U with actual bid on file in the Office of the City Clerk. It was noted that Gelcospace has agreed to add a non-appropriations clause to a 3-year lease or lease on a year-to-year basis. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF EMINENT DOMAIN RESOLUTION FOR PEBBLE BROOK EASEMENTS

Upon recommendation of City Attorney Spell, MOTION made by Alderman Valente and SECONDED by Alderman Chappell to adopt that Resolution found on Pages 570-582 of this Minute Book U authorizing City Attorney Spell to file Eminent Domain Proceedings to acquire necessary property rights for Pebble Brook Drainage Project. MOTION CARRIED 5-2 with Alderman Montgomery and Lott voting "no".

APPROVAL FOR ACQUISITION OF TEMPORARY WORKING EASEMENTS FOR WEST CASA GRANDE DRAINAGE IMPROVEMENT

At the request of Dr. Valente, following a brief video presentation and discussion of drainage problems on West Casa Grande Drive, MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to authorize the Public Works Director and City Engineer to pursue the description and acquisition of temporary working easements before a study by Public Works for future action as funds are available. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF ORDINANCE RESTRICTING PARKING OF DUMP TRUCKS IN RESIDENTIAL AREAS

Following a lengthy discussion of the pros and cons of the parking of dump trucks in residential areas, MOTION made by Alderman Valente and SECONDED by Alderman Ryan to adopt that Ordinance found on Pages 583-584 of this Minute Book U for the restriction of parking of dump trucks in residential areas. MOTION CARRIED 6-1 with Alderman Chappell voting "no" and Alderman Ferrell "abstaining". *Proof of Pub. 584 A.*

TWO STREETS NAMED IN TRACEWAY PARK

Alderman Lott apprised the Board that the Parks & Recreation Board recommended the naming of two streets in Traceway Park for identification and for the purpose of receiving deliveries. City Attorney Spell told the Board that the City did not have the authority to name undedicated streets on 16th section land, but signs could be hung by the Parks & Recreation Director if he wanted to. P&R Director Arledge apprised the Board that the street running west along the baseball fields would be named "Baseball Alley" and that the street running east along the soccer fields would be named "Soccer Way". NO BOARD ACTION.

CDBG CONSULTING SERVICES CONTRACT WITH SAMPLE AND ASSOCIATES, INC.
INSERTED INTO MINUTES

Upon recommendation of City Attorney Spell, MOTION made by Alderman Ferrell and SECONDED by Alderman Valente to authorize the insertion into the minutes of a copy of the CDBG Consulting Services Contract between the City of Clinton and Sample and Associates, Inc., as found on Pages 585-592 of this Minute Book U. MOTION CARRIED UNANIMOUSLY.

APPROVAL OF CDBG POLICY STATEMENT, RESOLUTION AUTHORIZING JUST COMPENSATION, AND RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN REQUEST FOR CASH AND REPORTING WORKSHEET ON PROJECT NUMBER 0-1135-168-PF-01

Upon recommendation of Attorney Spell, MOTION made by Alderman Chappell and SECONDED by Alderman Ferrell for the adoption of the CDBG Policy Statement as found on Pages 593-595 of this Minute Book U. MOTION CARRIED UNANIMOUSLY.

Upon recommendation by Attorney Spell, MOTION made by Alderman Lott and SECONDED by Alderman Valente to adopt that Resolution found on Page 596 of this Minute Book U authorizing Mayor Billy Ray Smith to establish just compensation for easements acquired under CDBG Project Number 0-1135-168-PF-01. MOTION CARRIED UNANIMOUSLY.

Upon recommendation by Attorney Spell, MOTION made by Alderman Lott and SECONDED by Alderman Johnson to adopt that resolution found on Page 597 of this Minute Book U authorizing Mayor Smith or Nelson Byrd, City Clerk, to sign the request for cash (FSP200) and the reporting worksheet under State of Mississippi CDBG Program Project No. 0-1135-168-PF-01. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT -9:52 P.M.

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

Copy of Agenda may be found on Pages 598-599 of this Minute Book U.

APPROVED:

Billy R. Smith
Billy Ray Smith, Mayor

4-30-91
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

4-30-91
Date

SEAL

From the Governing Body of

Clinton, Mississippi

RESOLUTION

WHEREAS, the Clinton YMCA has supported the City of Clinton since its inception in 1969 sponsoring various projects and providing family-oriented activities for the entire community; and

WHEREAS, Packard Electric, Clinton's largest employer, has recognized the potential of the Clinton YMCA and the impact it has on the community by donating 13 acres of land to the YMCA for the express purpose of expanding its facilities; and

WHEREAS, the Clinton YMCA employs a small staff and operates to a large degree on a volunteer basis made up of community-minded citizens who wish to give back to the community by building a new and larger facility on said donated property; and

WHEREAS, the YMCA is committed to raise construction funds through community-wide projects such as this day, May 4, 1991, the first ever "City of Clinton Cow-Chip Classic";

NOW, THEREFORE, in honor and recognition of the outstanding contributions made to the citizens of Clinton through the YMCA, I, Mayor Billy Ray Smith, on behalf of the governing body of the City of Clinton, do hereby proclaim this day, May 4, 1991, as CLINTON YMCA DAY in the City of Clinton, Hinds County, Mississippi, and encourage all citizens to come out and support the YMCA in their effort to build a facility that can be enjoyed by all members of the community;

AND FURTHER, that a copy of this Resolution be made a part of the permanent records of the City of Clinton as well as a copy being given directly to the YMCA and to Packard Electric Division, General Motors Corporation, in appreciation for the numerous community-minded acts of goodwill that Packard contributes to this community as is evidenced by the land donation. The City of Clinton is very fortunate to have these community-minded businesses who are willing to help one another for the benefit of the entire community.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Billy R. Smith
ATTEST: Nelson Byrd
DATE: 4-26-91

FIRE

6

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE



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

Janet Boatner,

an authorized clerk of THE CLARION-LEDGER,
a daily newspaper as defined and prescribed in
Sections 13-3-31 and 13-3-32, of the Mississippi
Code of 1972, as amended, who, being duly sworn,
states that the notice, a true copy of which is hereto
attached, appeared in the issues of said newspaper
as follows:

Date January 10, 1991

Date January 17, 1991

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 23

Published 2 Times

Total \$ 13.96

Signed Janet Boatner
Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 17th day of January,
1991.

Marie Mills
Notary Public

My Commission Expires:
My Commission Expires Nov. 9, 1992

(Seal)

RESOLUTION AUTHORIZING CITY ATTORNEY TO FILE EMINENT DOMAIN
PROCEEDINGS TO ACQUIRE NECESSARY PROPERTY RIGHTS
FOR PEBBLEBROOK DRAINAGE PROJECT

WHEREAS, the appropriate governing authorities of the State of Mississippi with jurisdiction in the subject matter and the appropriate governing authorities for the United States Government have an interest in, and provide programs for, drainage control and management of soil and land conservation through the United States Soil Conservation Service; and

WHEREAS, the City of Clinton has developed a plan for the correction of drainage problems to stop erosion and to provide for stablization of drainage channels, all of which results in a long-term benefit to its citizens through preservation of their property and efficient management of storm drainage; and

WHEREAS, the City of Clinton has studied the drainage and erosion problems along what is commonly called the "Pebblebrook Ditch", and its engineer has recommended that this area satisfies the criteria for eligibility as a joint project to be undertaken by the City of Clinton and the United States Soil Conservation Service; and

WHEREAS, the City of Clinton has been awarded a grant in the present year for the relief of drainage damage and control of attendant soil erosion, the project commonly called the "Pebblebrook Drainage Control Project" being one of the areas specifically studied and recommended for such relief, and the City of Clinton will participate by expending Twenty Percent (20%) of the project costs for installation of the project and additionally provide for the long-term maintenance of the project at the rate of Two Percent (2%) of the project cost per annum through its budget; and

WHEREAS, the City of Clinton has in years past begun drainage control work in conjunction with the United States Soil Conservation District on a portion of the drainage basin immediately downstream of the presently contemplated project to the

sions of the Eminent Domain statutes of the State of Mississippi for the purpose of appraising the subject property as required by law so that immediate possession may be obtained by the City.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Attorney for the City of Clinton is hereby authorized and directed to do any and all things necessary under the Eminent Domain statutes of the State of Mississippi to acquire for the City of Clinton the easements which are the subject of this Petition and more specifically identified in Exhibits A through D hereto.

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

Alderman Ryan voted:

" AYE "

Alderman Ferrell voted:

" AYE "

Alderman Valente voted:

" AYE "

Alderman Chappell voted:

" AYE "

Alderman Montgomery voted:

" NAY "

Alderman Johnson voted:

" AYE "

Alderman Lott voted:

" NAY "

APPROVED on the 16th day of APRIL,

1991.

Billy R Smith
BILLY RAY SMITH, MAYOR

ATTEST:

Nelson Byrd
CITY CLERK

LEGAL DESCRIPTION
FOR
WORK LIMITS
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

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

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

EXHIBIT A-1

LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

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

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

EXHIBIT A-2

EXHIBIT "B"

LEGAL DESCRIPTION
FOR
WORK LIMITS
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

Begin at the Northernmost corner of Lot 284 (the Bobby E. May and Donna R. May property) of Hanging Moss of Trailwood, Part 6 according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 27 Page 23 , reference to which is hereby made in aid of and as a part of this description; said point also being the Westernmost corner of Lot 283 of said Hanging Moss of Trailwood Part 6; run thence along the North, South and West lines of said Lot 284 as follows; Thence run S 34-30-00 E for 80.000 Feet; Thence run S 45-31-25 W for 31.009 Feet; Thence run S 10-23-47 E for 86.872 Feet; Thence run S 1-39-38 E for 109.525 Feet; Thence run N 53-31-00 W for 47.000 Feet; Thence run N 3-22-28 W for 228.696 Feet; Thence run N 19-17-00 E for 27.900 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 284 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 9358.67 square feet or 0.2148 acres, more or less.

EXHIBIT B1

~~EXHIBIT B1~~

LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

Begin at the Southwest corner of Lot 284 (the Bobby E. May and Donna R. May property) of Hanging Moss of Trailwood, Part 6 according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 27 Page 23, reference to which is hereby made in aid of and as a part of this description; said point also being the Northernmost corner of Lot 285 of said Hanging Moss of Trailwood Part 6; run thence along the West and South lines of said Lot 284 as follows; Thence run N 3-27-58 W for 165.697 Feet; Thence run S 13-05-11 E for 86.746 Feet; Thence run S 3-58-50 E for 93.017 Feet; Thence run N 53-31-00 W for 20.000 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 284 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 1908.71 square feet or 0.0438 acres, more or less.

EXHIBIT B-2

LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

Begin at the Northernmost corner of Lot 284 (the Bobby E. May and Donna R. May property) of Hanging Moss of Trailwood, Part 6 according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 27 Page 23, reference to which is hereby made in aid of and as a part of this description; said point also being the Westernmost corner of Lot 283 of said Hanging Moss of Trailwood Part 6; run thence along the North and West lines of said Lot 284 as follows; Thence run S 34-30-00 E for 20.000 Feet; Thence run S 31-38-05 W for 10.609 Feet; Thence run S 12-40-09 W for 55.082 Feet; Thence run N 3-08-00 W for 53.000 Feet; Thence run N 19-17-00 E for 27.900 Feet; To the POINT OF BEGINNING.

The above described parcel of property, which is part of Lot 284 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 687.96 square feet or 0.0158 acres, more or less.

LEGAL DESCRIPTION
FOR
WORK LIMITS
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

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

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

EXHIBIT C-1

EXHIBIT C-1

LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

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

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

EX-1317-C2

~~EXHIBIT~~

LEGAL DESCRIPTION
FOR
WORK LIMITS
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

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

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

EXHIBIT D-1

EXHIBIT D-1

LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
SCS STREAMBANK EROSION PROJECT
PEBBLEBROOK EXTENSION

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

The above described parcel of property, which is part of Lot 285 of Hanging Moss of Trailwood, Part 6, is located in the Southeast Quarter (SE 1/4) of Section 31, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 3325.39 square feet or 0.0764 acres, more or less.

EX-127 D-2

~~EX-127 D-2~~

AN ORDINANCE RESTRICTING PARKING OF DUMP TRUCKS
IN RESIDENTIAL AREAS

BE IT ORDAINED by the Board of Aldermen of the City of Clinton, Mississippi:

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, finds and declares that the provisions of this Ordinance are enacted for the following reasons:

A. To reduce hazardous traffic conditions resulting from the use of streets within residential districts by heavy commercial vehicles.

B. To protect those residential districts from polluted air, excessive noise and refuse caused by the entry of such vehicles.

C. To protect the residents of these residential districts from unreasonable burdens in gaining access to their residences.

D. To preserve the character of these districts as residential districts.

E. To promote efficiency in the control of traffic and to provide and promote traffic safety.

To accomplish the aforesaid objectives, the Mayor and Board of Aldermen find that a prohibition against parking commercial-type dump trucks in residential areas overnight or for periods during the day in excess of the time required to perform such work as the dump truck may be required for work performed on the premises should be prohibited.

IT IS, THEREFORE, ORDAINED as follows:

1. A commercial dump truck is defined as any dump truck with a weight limit greater than a three-quarter ton pickup truck.

2. Parking of a dump truck on residential premises or on a street in a residential area overnight or for a period in excess of the time the truck is required in the conduct of work

on the premises is prohibited.

Any person found guilty of violating this Ordinance shall be guilty of a misdemeanor and may be punished by the imposition of a fine not to exceed One Hundred Dollars (\$100) per offense. Each day after the first day that a violation occurs shall be considered a separate violation and may be punished by a separate fine as provided herein.

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

Alderman Ryan voted:	<u>AYE</u>
Alderman Ferrell voted:	<u>ABSTAIN</u>
Alderman Valente voted:	<u>AYE</u>
Alderman Chappell voted:	<u>NAY</u>
Alderman Montgomery voted:	<u>AYE</u>
Alderman Johnson voted:	<u>AYE</u>
Alderman Lott voted:	<u>AYE</u>
APPROVED on the <u>16th</u> day of <u>APRIL</u> ,	

1991.

Billy R. Smith
BILLY RAY SMITH, MAYOR

ATTEST:

Nelson Byrd
CITY CLERK

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 copy of an Ordinance adopted by the Mayor and Board of Aldermen of the City of Clinton at its Meeting duly held on 16th, APRIL, 1991, as the same appears in Minute Book W at Pages 583-584 of the Minutes of the said Board and recorded in the Ordinance Book 2 of the City of Clinton at Pages 506-507 thereof.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16th day of APRIL, 1991.

Nelson Byrd
City Clerk

AGREEMENT
CONSULTING SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT is entered into this the 16th day of April, 1991, by and between SAMPLE AND ASSOCIATES, INC., herein called the "Consultant", and the CITY OF CLINTON, MISSISSIPPI, herein called the "City".

WITNESSETH THAT:

WHEREAS, the State of Mississippi has approved the City's application for Community Development Block Grant (Project No. 0-1135-168-PF-01) funds under Title I of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the City needs management and administrative assistance in executing this Community Development Block Grant Program, Project No. 0-1135-168-PF-01; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the Community Development Block Grant Program, and the Consultant desires to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed in part by grant funds from HUD under Title I of the Housing and Community Development Act of 1974 as amended.

B. SCOPE OF SERVICES

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary under this program. Specific job tasks that the Consultant will assist the City in performing include, but are not necessarily limited to the following:

1. General Services

- a. Establish a filing system to keep the necessary records:
 - (1) Citizen Participation
 - (2) Environmental
 - (3) Labor Standards
 - (4) Acquisition
 - (5) Relocation
 - (6) Financial Management
 - (7) Other Resources
 - (8) Equal Opportunity
 - (9) General Correspondence
- b. Responsible for overall coordination of project activities.
- c. Attend state monitoring visits, meetings, etc.
- d. Establish and maintain financial records.
- e. Preparation of the necessary forms to request funds from the State Treasury.

2. Labor Standards Administration and Enforcement

- a. Serve as Labor Standards Officer to insure compliance with all applicable labor standard requirements.
- b. Request Wage Rate Determination in accordance with the Davis-Bacon Act.
- c. Ensure the inclusion of all construction documents and bid specifications, the applicable wage decisions and labor standard provisions.
- d. Verify with the State Office the current eligibility status of all contractors and subcontractors to be used on any Title I funded construction prior to award of contract.
- e. Documentation of contractor and subcontractor certification in accordance with HUD Handbook (6500.3) paragraph 5(b).
- f. Assist Engineer in conducting the Preconstruction Conference for each construction contract under the Community Development Program to appraise contractors and subcontractors of their responsibilities and obligations regarding the labor standard provisions obtained in the contract documents.

- g. Prepare a Preconstruction Conference Report for each conference held in accordance with the labor handbook.
- h. Examination of "Weekly Payroll Forms" from contractors and subcontractors to insure that these forms meet all necessary requirements as stated in the labor handbook.
- i. Conduct employee interviews to insure that there are no violations and discrepancies in the existing wage rate and labor classifications.
- j. Notify the state office of the start of construction of each construction contract in accordance with labor standards.
- k. File Labor Standards Enforcement Report to State Office as requested.

3. Close-out Project

- a. Preparation of close-out report as required by state.
- b. Assist the City in the selection of auditor, if applicable.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would form to the specific needs of the City.

C. DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in furnishing the scope of services set forth herein shall be the property of the City.

D. TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

E. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill

in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and shall be furnished to the Consultant at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

F. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

G. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

H. CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

I. COMPENSATION DUE TO CONSULTANT

As consideration for the performance of this Contract, the City agrees to pay the Consultant the following lump sum payments. This compensation can be increased with the approval of the City.

General Administration Duties \$11,820.00

TOTAL \$11,820.00

J. METHOD OF PAYMENT

The City will pay the Consultant \$985.00 a month for twelve (12) months for the work performed related to the General Services (Items 1, 2, and 3 in the Scope of Services). If the project is closed-out prior to the twelve (12) month period, the City will pay the Consultant the balance of the remaining payments in a lump sum total. If the project runs longer than twelve (12) months, the Consultant will be responsible to the City to complete the project unless the delay is caused by the City or changes in the Scope of the Project.

K. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

L. INTEREST OF MEMBERS OF CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

M. ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

N. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest

and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

O. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

P. OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

Q. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as a duly authorized official of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the official of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative

of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this Grant.

IN WITNESS WHEREOF, the City of Clinton and the CONSULTANT
have executed this Agreement this the 16th day of
April, 1991.

CITY OF CLINTON, MISSISSIPPI

WITNESS:

Nelson Byrd
CITY CLERK

BY: Billy R Smith
MAYOR

SAMPLE AND ASSOCIATES, INC.

WITNESS:

Sibby Lewis

BY: John W. Sample
JOHN WOOD SAMPLE, PRESIDENT

POLICY STATEMENT

The City of Clinton proposes to construct sewer system improvements within your neighborhood with Community Development Block Grant Funds and local monies. The City of Clinton requires property owners connect to the sewer system when accessible.

The City of Clinton will provide installation of the sewer service line at no charge to those families in the project area who meet the following criteria:

1. Family must be a homeowner. In the case of a mobile home, the family must own the lot. Home ownership status shall be decided by the City of Clinton if unusual circumstances exist.
2. Family must be classified as low and moderate income. Income criteria will be based on income information provided by the Department of Economic and Community Development dated 1/2/90. Family will be required to prove present income.
3. Family's house must have an existing bathroom.

Approved this the 16th day of APRIL, 1991, by the Mayor and Board of Aldermen.

CITY OF CLINTON, MISSISSIPPI

ATTEST:

Nelson Byrd
CITY CLERK

Billy R Smith
MAYOR

APPLICATION

Notice to Applicants

This is notice to you as required by the Right of Financial Privacy Act of 1978, that the Department of Community Development, State of Mississippi, has a right of access to financial records held by any financial institution in connection with the consideration or administration of the Community Development Block Grant for which you have applied. Financial records involving your transactions will be available to the Department of Community Development without further notice or authorization but not disclosed or released to another government agency without your consent, except as required or permitted by law.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Section 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies ... or makes any false, factitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, factitious or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five (5) years or both."

The GENERAL INFORMATION SHEET, this application sheet, and the following LIMITED REHABILITATION AGREEMENT are completed and submitted by me, the owner occupant, to the City of Clinton for the purpose of obtaining a grant to pay for the installation of sewer service lines to my residence. I understand that the City of Clinton will advise me if my application is approved for a Community Development Block Grant to pay for this sewer connection.

How many family members are living in your house? _____

If there is only one person living in you house, is the total income above or below \$17,150.00?

If there are two persons living in your house, is the total income above or below \$19,600.00 ?

If there are three persons living in your house, is the total income above or below \$22,050.00?

If there are four persons living in your house, is the total income above or below \$24,500.00?

If there are five persons living in your house, is the total income above or below \$26,050.00?

If there are six persons living in your house, is the total income above or below \$27,550.00?

If there are seven persons living in your house, is the total income above or below \$29,100.00?

If there are eight persons living in your house, is the total income above or below \$30,650.00?

Is the head of household a female? Yes/No A Minority? Yes/No

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a limited rehabilitation grant under the Community Development Program, and is true complete to the best of the applicant's knowledge and belief.

Witness

Signature

AGREEMENT

I (We) acknowledge application for grant assistance from the City of Clinton, Mississippi, which consists of installing a sewer water service line on my property located within the City's CDBG Project Area. My property street address is: _____

_____.

If approved, the undersigned owner(s) hereby grant unto the City of Clinton, its agents, contractors and employees, with necessary equipment, the right to enter upon said land and have access to the real property in order to install and connect the sewer service lines. This easement and right-of-entry shall terminate ninety (90) day after the completion of the installation of the sewer service lines.

If approved, the undersigned further gives the City of Clinton authorization to contract or negotiate for the work to install said line or lines on said property.

Further, if approved, the undersigned hereby agrees to hold harmless the City of Clinton, Mississippi, its agents, contractors and employees, from any claim arising out of the installation of the said service lines upon this property.

The undersigned further represents to the City of Clinton that we are the real property owners and are the proper persons to enter into this Agreement.

Witness our signature(s) this _____ day of _____, 1991.

WITNESS

OWNER

WITNESS

OWNER

RESOLUTION
RESOLUTION AUTHORIZING
MAYOR BILLY RAY SMITH
TO ESTABLISH JUST COMPENSATION

WHEREAS, the U.S. Department of Housing and Urban Development has issued Regulations setting forth the policy and requirements relating to acquisition of Real Property for certain HUD - funded and financed projects such as the Community Development Block Grant Program Project Number 0-1135-168-PF-01 for the City of Clinton, Mississippi; and,

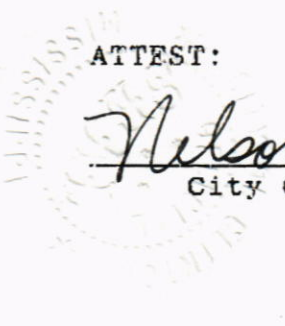
WHEREAS, said regulations cite the procedure by which the City of Clinton, Mississippi, makes a determination of Just Compensation prior to negotiations for the purchase of easements by establishing a price that the appraiser and review appraiser recommends as the price representing market value and that their value is the full amount so established by the appraiser and review appraiser or by HUD where required by regulations; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Clinton, Mississippi, that it delegates authority to its Mayor, Billy Ray Smith, to review the values established by the appraiser and review appraiser for easements to be acquired under the above referenced project and establish just compensation for said easements.

ADOPTED, this the 16th day of April 16, 1991, by the Board of Aldermen of the City of Clinton, Mississippi.

CITY OF CLINTON, MISSISSIPPI

ATTEST:


Nelson Byrd
City Clerk

BY: Billy R. Smith
Mayor

original

RESOLUTION
AUTHORIZING MAYOR BILLY RAY SMITH.
OR NELSON BYRD, CITY CLERK
TO SIGN THE REQUEST FOR CASH (FSP 200)
AND THE REPORTING WORKSHEET
UNDER THE STATE OF MISSISSIPPI CDBG PROGRAM
PROJECT NUMBER 0-1135-168-PF-01

WHEREAS, the State of Mississippi has awarded a
Block Grant to the City of Clinton under the Community
Development Block Grant Program; and,

WHEREAS, the City of Clinton will be responsible
for ordering funds from the State of Mississippi to pay
all costs incurred in the implementation of block grant
activities.

NOW, THEREFORE, BE IT RESOLVED by the City of
Clinton that it does hereby designate either its Mayor,
Billy Ray Smith., or Nelson Byrd, City Clerk, to sign the
Request for Cash (FSP 200) and the Reporting Worksheet to
secure monies under the State of Mississippi Community
Development Block Grant Program.

Motion made by Alderman: Lott;
seconded by Alderman: Johnson. Aldermen
voting aye: Ryan, Ferrill, Valente, Chappell, Montgomery, Johnson & Lott.
Aldermen voting nay: none.

ADOPTED this the 16th day of APRIL,
1991.

CITY OF CLINTON, MISSISSIPPI

ATTEST:

Nelson Byrd
CITY CLERK

BY: Billy R. Smith
MAYOR