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REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 6, 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, August 6, 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 Pastor Catherine Williams of the Wayside Church of Deliverance followed by the Pledge of Allegiance to the Flag led by Alderman Ronnie Chappell.

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-FF:

- A. Minutes of the Regular Meeting of the Mayor and Board of Aldermen of July 2, 1991 and the Adjourned Meeting of July 16, 1991 as printed and distributed.
- B. Claims Docket - Manual and Computer Claims Numbered 1-691 for the month of July, 1991.
- C. \$5,179.00 plus freight to MS School Supply Co. for replacement of worn out equipment, video eq., cam-corder, projector and stand, tv, tapes with state contract prices specified on quote (Library)
- D. \$15.00 to MS Assoc. of Gov't Pur. Agents for 1991-1992 annual dues for Ed Robertson (Adm.)
- E. \$832.21 to Lampton-Love Gas Co. for diesel (various depts.)
- F. \$816.00 to Central Pipe Supply for 24 bronze badger meters (PWD)
- G. \$587.54 to Clinton Garage for repairs to truck C-2 (PWD)
- H. \$892.33 plus \$1124.38 plus \$1,041.76 plus \$780.13 to Apac-MS for asphalt for street repairs (PWD)
- I. \$938.78 to SW Paving for tar and asphalt for street repairs (PWD)
- J. \$531.25 to Clinton Garage for repair of C-7 (PWD)
- K. \$1,100.00 plus \$1,060.00 to Capweld for chlorine for water treatment (PWD)
- L. \$737.90 to Layne Central for parts to repair spare chlorinator (PWD)
- M. \$680.07 to Layne Central to repair 2 hydro-vacuum regulators, hydro remote machine, and hydro switchover unit (PWD)
- N. \$582.55 to Empire Truck Sales for repair of C-19 (PWD)
- O. \$745.83 to Empire Truck Sales for repair of C-22 (PWD)
- P. \$539.39 to Empire Truck Sales for repair of C-10 (PWD)
- Q. \$1,470.00 low quote to DH Eq. Co. for air compressor (PWD)
- R. \$20.00 to MS Center for Tech. Transfer plus travel for Otis Ward to attend traffic control workshop in Jackson 8-20-91 (PWD)
- S. \$728.11 to Clinton Welding to repair Batwing mower (P&R)
- T. Permission to advertise for bids for turf care supplies for fiscal year 1992 (P&R)

- U. Permission to advertise for earth work for four-plex youth baseball/softball fields (P&R)
- V. Permission to rent Caterpillar D4H at \$2,950 monthly instead of Caterpillar D3C at \$2,150 monthly because it will move dirt faster and do a better and more economical job (P&R)
- W. \$8,060.00 to Unitech, Inc., for purchase of copier for City Hall at State Contract Price (Adm.)
- X. \$1,399.00 plus \$75.00 installation to Office Supply Co., for plain paper fax machine for City Hall at state contract price (various)
- Y. \$196.00 for meals/expenses for Det. Wayne Brown to attend in-service school Aug. 19-23, 1991 (Police)
- Z. \$1,808.00 to Pagecom for low quote to replace four aged portable radios and accessories (Police)
- AA. \$2,424.00 to Data General for annual computer software subscription renewal (Police)
- BB. \$75.00 to Capt. Wesley Reeves for tuition for reimbursement for FBI retraining class in Greenwood on June 19-21, 1991 (Police)
- CC. \$375.20 total expense for Police Officers Bullock, Sullivan, and Craft to attend a two-day narcotics school in Metairie, LA on Aug. 14-15, 1991 (Police)
- DD. \$2,577.78 to Sunbelt Diesel to repair head, turbo charger, fuel and water pump on Fire Engine II (Fire)
- EE. \$587.10 to Artcraft Printers for low quote on printing of water bills (Water)
- FF. \$25.00 to Clinton High School Band Boosters for line ad in Community Birthday Calendar (Adm.)

The Board having found as fact that said advertisement or dues in Consent Agenda Item FF will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton and noting the change in item B from 691 to 689, MOTION made by Alderman Chappell and SECONDED by Alderman Lott to approve Consent Agenda Items A-FF as listed above with the noted change in item B. MOTION CARRIED UNANIMOUSLY. Quotes in Items Q, V, W, X, Z, and EE are on file in the Office of the City Clerk.

SOCCER FIELD LIGHTING SYSTEM AWARDED TO KEYES ELECTRICAL INC.

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to award the soccer field lighting system to low bidder Keyes Electrical, Inc., at a total price of \$79,848.00. MOTION CARRIED UNANIMOUSLY. Copy of bid tabulation may be found on Page 781 of this Minute Book U with proof of publication found on Page 782 of this Minute Book U.

CDBG WATER & SEWER IMPROVEMENTS AWARDED TO SATTERFIELD CONSTRUCTION

MOTION made by Alderman Ferrell and SECONDED by Alderman Valente to award the low bid for the CDBG project of sanitary sewer and water improvements to low bidder Satterfield Construction at a price of \$241,433.60. MOTION CARRIED UNANIMOUSLY. Copy of bid tabulation and proof of publication may be found on Pages 783 and 784 respectively of this Minute Book U.

GARBAGE/RECYCLING CONTRACT AWARDED TO MAGNOLIA FOR TWO GARBAGE AND ONE RECYCLING PICK-UP PER WEEK BEGINNING OCTOBER 1, 1991 & \$1.00 PER MONTH FEE TO BE ADDED TO ALL GARBAGE ACCOUNTS TO COVER ADDITIONAL COSTS

MOTION made by Alderman Chappell and SECONDED by Alderman Ryan to proceed with two garbage and one recycling pick-ups per week. ROLL CALL VOTE: Alderman Ryan - "aye", Alderman Ferrell - "nay", Alderman Valente - "nay", Alderman Chappell - "aye", Alderman Montgomery - "nay", Alderman Johnson - "aye", Alderman Lott - "aye". MOTION CARRIED 4-3.

Proposals were received as listed below for the two/one garbage/recycling services to the City of Clinton:

Vendor	Proposal
1. Magnolia	\$34,768.00
2. BFI	\$34,668.00
3. Waste Management	\$39,496.50
4. Davis Sanitation	\$48,283.00

Having determined that Magnolia and BFI were the lowest and best proposals, Mayor Smith called for the following ROLL CALL VOTE to determine the awarding of the contract: Alderman Ryan - "Magnolia", Alderman Ferrell - "Magnolia", Alderman Valente - "BFI", Alderman Chappell - "Magnolia", Alderman Montgomery - "BFI", Alderman Johnson - "Magnolia", Alderman Lott - "Magnolia". MOTION CARRIED 5-2 to award said contract to Magnolia. Details of contract to be worked out with final contract to be brought back to the next Board Meeting for final approval. Copy of bid proposal tabulation may be found on Page 785 of this Minute Book U with actual proposals on file in the Office of the City Clerk.

In conjunction with expanded service and the additional cost, MOTION made by Alderman Chappell and SECONDED by Alderman Johnson to approve the addition of \$1.00 per each household being serviced by garbage/recycling effective Oct. 1, 1991. ROLL CALL VOTE: Alderman Lott - "aye", Alderman Johnson - "aye", Alderman Montgomery - "nay", Alderman Chappell - "aye", Alderman Valente - "aye", Alderman Ferrell - "aye", Alderman Ryan - "aye". MOTION CARRIED 6-1. It was noted that the \$1.00 fee is to apply to all households (appx. 6,030 at present) and does not exclude those currently excused from the garbage fee (over 65 and/or disabled).

1935 SLOT MACHINE/GAMBLING ORDINANCE REPEALED

MOTION made by Alderman Ryan and SECONDED by Alderman Valente to adopt that ordinance found on Pages 786-787 of this Minute Book U and on Pages 522-523 of the City of Clinton Ordinance Book II repealing that ordinance adopted by the Mayor and Board of Aldermen on June 4, 1935, making it a misdemeanor to operate slot machines and other devices that develop the gambling instinct and providing penalties thereof. MOTION CARRIED UNANIMOUSLY. Proof of Publication may be found on Pages 788 and 524 respectively of Minute Book U and City of Clinton Ordinance Book II.

It was noted that Alderman George Ferrell was out of the Board Room from 7:46-7:49 P.M. but was present for voting.

CONTRACTS FOR PROFESSIONAL SERVICES OF CMPDD APPROVED

MOTION made by Alderman Johnson and SECONDED by Alderman Ferrell to approve those two contracts for professional services of CMPDD as found on Pages 789-804 805-819 respectively of this Minute Book U. Said contracts are for the (1) Community Facilities Plan including the neighborhood analysis/housing strategy and brick streets study; and (2) the new zoning ordinance and official zoning map. MOTION CARRIED UNANIMOUSLY.

WARD 1 P&Z REPRESENTATIVE TO BE APPOINTED AT NEXT BOARD MEETING

Due to the fact that several of the aldermen had not interviewed the Ward 1 Planning and Zoning Board nominee to date, said matter was postponed until the next Board Meeting. NO BOARD ACTION.

AMENDMENT NO 1 TO SOIL CONSERVATION SERVICE EWP PROJECT AGREEMENT FOR STRAIGHT FENCE, MORRISON DRIVE, MELROSE AND LINDSEY CREEK AUTHORIZED

MOTION made by Alderman Chappell and SECONDED by Alderman Johnson authorizing Public Works Director Alderman to proceed with the Amendment No. 1 to the Soil Conservation Service EWP Project Agreement for Straight

Fence, Morrison Drive, Melrose and Lindsey Creek Projects. MOTION CARRIED UNANIMOUSLY. Copy of said Amendment and original agreements may be found respectively on Pages 820-826 of this Minute Book U.

DALTON EASEMENT TO BE ACTED ON AT NEXT BOARD MEETING

Due to miscommunication and not being properly prepared, agenda item #12, the abandonment of portion of easement on south side of Pinehurst Drive, owned by Jackie Dalton in exchange for another easement on the north side of said property to be considered at the next Board Meeting. City Engineer Terry Anderson and Public Works Director Alderman are to physically inspect said property Wednesday, August 7, 1991, and bring recommendation back to the next Board Meeting. NO BOARD ACTION.

ADOPTION OF AMENDED RESOLUTION FOR AD VALOREM TAX EXEMPTION OF PACKARD ELECTRIC, GENERAL MOTORS CORPORATION

Original application requesting and resolution granting ad valorem tax exemption for Packard Electric as found on Pages 642-646 of this Minute Book U having been denied by the State Tax Commission due to only allowing one five year initial exemption instead of two five year consecutive exemptions, MOTION was made by Alderman Valente and SECONDED by Alderman Ferrell to adopt the Amended Resolution found on Pages 827-830 of this Minute Book U requesting only one five year initial exemption. MOTION CARRIED UNANIMOUSLY. Said amended resolution will be forwarded to the State Tax Commission for approval and upon their approval the Board will then vote on a Final Order authorizing said exemption.

AUTHORIZATION FOR FULL PAGE AD IN CLINTON NEWS SPECIAL EDITION FOOTBALL TABLOID - TOTAL COST \$269.75

MOTION made by Alderman Valente and SECONDED by Alderman Lott to order one full page football ad in the special edition tabloid of the Clinton News at a total cost of \$269.75 to advertise favorably the opportunities, possibilities and resources of the City of Clinton with the Mayor examining the final copy. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF RESOLUTION GRANTING AUTHORITY TO FILE COUNTERCLAIM SEEKING DECLARATORY JUDGEMENT REGARDING 16th SECTION LEASES FROM SCHOOL BOARD

MOTION made by Alderman Lott and SECONDED by Alderman Montgomery to adopt that Resolution found on Page 831-832 of this Minute Book U granting authority to file counterclaim seeking declaratory judgement regarding 16th section leases from School Board. MOTION CARRIED UNANIMOUSLY.

AGENDA ITEM #17 HAVING BEEN SETTLED - NO BOARD ACTION REQUIRED

Attorney Spell, having acquired the last parcel of property for the widening of Springridge Road, asked that Item #17 on agenda be deleted. NO BOARD ACTION.

PUBLIC HEARINGS - UNKEPT PROPERTIES

Noting that property owners had been properly notified by certified mail that a public hearing was to be conducted this night for the purpose of determining whether the following parcels are in a state of uncleanness so as to be a menace to the health and safety of the community, Mayor Smith called the public hearings to order at 8:30 P.M. with the following results:

A. Parcel #2862-172 - Deborah P. Reed, owner - MOTION made by Alderman Montgomery and SECONDED by Alderman Chappell for Public Works Director Alderman to re-assess said property and if not cleaned as of today, to clean said property and assess damages to the property owner. MOTION

CARRIED UNANIMOUSLY.

B. Parcel #2862-160-154 - bankruptcy court - MOTION made by Alderman Valente and SECONDED by Alderman Ryan to authorize Public Works Director Alderman to have the premises cut, maintained and assessed against the property owner. MOTION CARRIED UNANIMOUSLY.

C. Parcel #2862-111-31 - noting that certified letter was returned unclaimed and it was discovered that the property owner is deceased, MOTION made by Alderman Ryan and SECONDED by Alderman Ferrell to cut said property and assess damages back to the property taxes. MOTION CARRIED UNANIMOUSLY.

D. Parcel #2861-71-7 - noting that had previously notified the wrong property owner and that Heritage Properties is now the owner of said property and had been contacted and advised that said property would be taken care of this week, MOTION made by Alderman Chappell and SECONDED by Alderman Ferrell authorizing Public Works Director Alderman to take care of this property if said property is not handled by Monday August 12, 1991, and assess damages to said property owner. MOTION CARRIED UNANIMOUSLY.

E. Parcel #2860-858-153 - 101 E. Meadowwick Drive - noting that certified letter has been returned and have been unable to find correct property owners, MOTION made by Alderman Ryan and SECONDED by Alderman Lott to cut said property and assess damages to said property. MOTION CARRIED UNANIMOUSLY.

F. Parcel in Easthaven Subdivision owned by Clinton East, Inc., - noted that said property had been cleared by Ed McDonald and NO BOARD ACTION was necessary.

No further comments to be made, Mayor Smith closed said public hearing at 8:45 P.M.

REQUEST FOR STUDY TO FIND SOLUTION TO DRAINAGE AND SAFETY MATTER CAUSED BY FLOODING AT 100 TRAILWOOD AREA FAILS

After discussion of a flooding and pooling of water problem in the area of 100 Trailwood and Casa Urbano where Alderman Valente also stated that Public Works had done everything possible to try to correct the situation and after hearing complaints from Mr. Lee of 101 Trailwood and Mrs. Savino of 200 Pebblebrook that this was a safety and health hazard to the neighborhood, MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to request the Public Works Director and Contract Engineer to study and inform the Mayor and Board of required corrections and easements, if any, necessary for the work and the value of the work to correct the drainage and safety matter at 100 Trailwood and 104/102 Casa Urbano. ROLL CALL VOTE: Alderman Ryan - "aye", Alderman Ferrell - "aye", Alderman Valente - "aye", Alderman Chappell - "nay", Alderman Montgomery - "nay", Alderman Johnson - "nay", Alderman Lott - "nay". MOTION FAILED 3-4. It was noted that Public Works Director Alderman is to look at curbs in the area on August 7, 1991, for possible lowering of curbs as a solution.

OTHER BUSINESS

ATTORNEY SPELL CLARIFIES COMMODITIES AND SERVICES REGARDING MINORITY SET ASIDE

At the request of Alderman Ferrell, City Attorney Spell clarified what was included in commodity set-asides for minorities. It was noted by Attorney Spell that under Section 31-7-13, Mississippi Code, which was recently amended by House Bill 1306 and under Section 31-7-1, copies of which may be found on Pages 833-847A and 848 respectfully of this Minute Book U, that there is a clear definition of commodities and that service or construction contracts are not considered to be commodities.

ADJOURNMENT - 9:50 P.M.

There being no further business to discuss, MOTION made by Alderman Ryan and SECONDED by Alderman Ferrell to Recess until August 20, 1991, 7 P.M. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 849-851 of this Minute Book U.

APPROVED:	<u>Billy R. Smith</u> Billy Ray Smith, Mayor	<u>8-9-91</u> Date
ATTEST:	<u>Nelson Byrd</u> Nelson Byrd, City Clerk	<u>8-9-91</u> Date

SEAL

6

BID TABULATION

PROJECT: SOCCER FIELD LIGHTING SYSTEM
TRACEWAY PARK

OWNER: CITY OF CLINTON, CLINTON, MS

ENGINEER: ANDERSON ENGINEERS, P.A.

BID DATE: JULY 25, 1991 1:30 P.M.
CITY HALL, 300 JEFFERSON STREET
CLINTON, MISSISSIPPI

CONTRACTOR

BASE BID

KEYES ELECTRIC, INC.

C.O.R.# 7222

BID BOND

\$79,848.00

JORDAN ELECTRIC COMPANY, INC.

C.O.R.# 1703

BID BOND

\$87,962.00

SOUTHERN ELECTRIC

C.O.R.# 6580

BID BOND

\$87,800.00

MOSES ELECTRIC

C.O.R.# 02811

BID BOND

\$94,639.00

McINNIS ELECTRIC

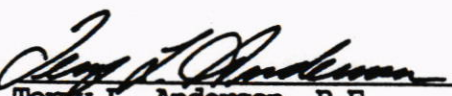
C.O.R.# 3095

BID BOND \$102,906.00

\$102,906.00

This is to certify that the above bid amounts are a true and accurate tabulation of the construction bids received on this project.

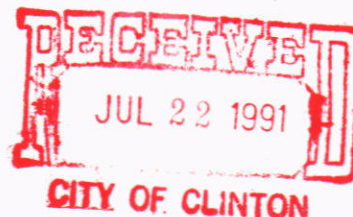
BY:


Terry L. Anderson, P.E.
Anderson Engineers, P.A.

PW has Copy

Soccer Fields Lighting

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



PASTE PROOF HERE

**ADVERTISEMENT
FOR BIDS**
Sealed bids for the construction and installation of a soccer field lighting system, located at Traceway Park in Clinton, Mississippi, will be received by the Mayor and Board of Aldermen at City Hall, 300 Jefferson Street, Clinton, Mississippi, until 1:30 P.M., local time on July 25, 1991, and immediately thereafter will be opened and publicly read.
All documents required for bidding purposes, including specifications, may be obtained from Anderson Engineers, P.A., 541 Highway 80 West, Suite B, P. O. Box 254, Clinton, MS 39060 for a deposit of \$25.00, non-refundable. A copy of the specifications may be examined at the office of the Project Engineers, as specified above; the Clinton City Hall, and the AGC, ABC, and F. W. Dodge plan rooms in Jackson, Mississippi.
Bid preparation will be in accordance with the Instructions to Bidders found in the Specifications. The City of Clinton reserves the right to waive irregularities and to reject any or all bids.
**CITY OF CLINTON,
MISSISSIPPI**
BY: /s/ Nelson Byrd
City Clerk
APPROVED BY:
/s/ Billy R Smith
Billy Ray Smith
Mayor
July 3, 10, 1991

PERSONALLY appeared before me, the undersigned notary public in and 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 the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date July 3, 1991

Date July 10, 1991

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 48

Published 2 Times

Total \$ 26.96

Signed Debbie Swinnen

Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 10th day of July,
19 91.

Jane Boatner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

BID TABULATION

PROJECT: SANITARY SEWER AND WATER IMPROVEMENTS
CDBG PROJECT NO. 011-351-68-PF01

OWNER: CITY OF CLINTON, CLINTON, MS

ENGINEER: ANDERSON ENGINEERS, P.A.

BID DATE: JULY 25, 1991 2:00 P.M.
CITY HALL, 300 JEFFERSON STREET
CLINTON, MISSISSIPPI

<u>CONTRACTOR</u>	<u>BASE BID</u>
DELTA CONSTRUCTORS, INC. C.O.R.# 7487 BID BOND _____	<u>\$247,640.50</u>
JOSEPH CONTRACTORS, INC. C.O.R.# 6814 BID BOND _____	<u>\$251,910.00</u>
SATTERFIELD CONSTRUCTION, INC. C.O.R.# 5666 BID BOND _____	<u>\$241,433.60</u>
THWEATT CONSTRUCTION, INC. C.O.R.# 02255 BID BOND _____	<u>\$298,852.85</u>
TRIANGLE CONSTRUCTION COMPANY C.O.R.# 02176 BID BOND _____	<u>\$258,827.50</u>
STEEN'S PLUMBING & DIGGING C.O.R.# 4940 BID BOND _____	<u>\$247,990.25</u>

This is to certify that the above bid amounts are a true and accurate tabulation of the construction bids received on this project.

BY: *Terza L. Anderson*
Terza L. Anderson, P.E.
Anderson Engineers, P.A.

COPY TO P.W. 7-10-91

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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204 Bid Notices

ADVERTISEMENT FOR BIDS

Sealed bids for construction of Sanitary Sewer and Water Improvements in Clinton, Mississippi will be received by the Clinton Mayor and Board of Aldermen at City Hall, 300 Jefferson Street, Clinton, Mississippi, until 2:00 p.m., Local time on 7/25/91 and immediately thereafter will be opened and publicly read.

The work involved in the project includes construction of six-inch water mains, fire hydrants and associated appurtenances, and 8-inch sanitary sewer mains, grinder pump stations and associated appurtenances. All documents required for bidding purposes, including specifications, may be obtained from Anderson Engineers, P.A., P.O. Box 254, Clinton, Mississippi, 39060. A non-refundable deposit of \$50.00 is required at the time of request for plans and specifications. A copy of the specifications may be examined at the office of the Project Engineer, located at 541 Highway 80 West, Suite B, Clinton, Mississippi; Clinton City Hall, Clinton, Mississippi; and the AGC, ABC and F.W. Dodge plan rooms in Jackson, Mississippi.

Bid preparation will be in accordance with the Instruction to Bidders bound in the Specifications. The City of Clinton reserves the right to waive irregularities and to reject any or all bids.

CITY OF CLINTON, MISSISSIPPI
BY: /s/ Nelson Byrd
Nelson Byrd
City Clerk

APPROVED BY:
/s/ Billy Ray Smith
Billy Ray Smith
Mayor
June 25, July 2, 1991

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

Kimberly Allday,

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 June 25, 1991

Date July 2, 1991

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 58

Published 2 Times

Total \$ 32.16

Signed Kimberly Allday
Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 2nd day of July,
1991.

Jane Batner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

Barney

BID PROPOSAL SHEET FOR CITY OF CLINTON GARBAGE/RECYCLING PICK-UP

1. Cost/Household/Month - one garbage and one recycling

pick-up per week

2. Cost/Household/Month - two garbage and one recycling pick-up per week

3. Cost/Dumpster/Month -

Clinton Schools	Number	Size	Frequency of pick-up	
	6	8 yd	5 X week	\$
	1	8 yd	3 X week	\$
	2	6 yd	2 X week	\$
	2	4 yd	2 X week	\$
	1	4 yd	1 X week	\$
Trailer Park & Apartments	2	8yd	2 X week (SRME)	\$
	2	8 yd	2 X week (SR)	\$
City Use	1	8 yd	2 X week (Traceway)	\$
	1	6 yd	1 X week (BMX track)	\$
	1	8 yd	2 X week (Mtc. Shop)	\$
4. Refund to City/Household/Month of Recycling Revenues				\$ 1,000.00
5. Total Bid Price/Mo. - 2 garbage and 1 recycling per week				\$ 5.77
6. Total Bid Price/Mo. - 1 garbage and 1 recycling per week				\$ 34,768.00
				\$ 3,788.10

ATTENDING

Name of Bidder:

Signature of Officer:

Address:

Telephone: PERM / TWO GARBAGE / ONE RECYCLING FINAL LOW PROPOSAL - 34768,00

Other Comments:

* = LESS 100% RECYCLING
OR NEGOTIABLE

$y = \text{EST. 100\% RE}$
WILL VARY WITH MARKET

DAVIS
SANITATION

CHAMBERS

WASTE MANAGEMENT

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1904

Telephone: PERMO/TWO GARBAGE/ONE RECYCLING FINAL LOW PROPOSAL - 34768,00

Other Comments:

AN ORDINANCE REPEALING THE ORDINANCE ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN JUNE 4, 1935, BEING AN ORDINANCE MAKING IT A MISDEMEANOR TO OPERATE SLOT MACHINES AND OTHER DEVICES THAT DEVELOP THE GAMBLING INSTINCT AND PROVIDING PENALTIES THEREFOR

WHEREAS, the Mayor and Board of Aldermen adopted an Ordinance on June 4, 1935, making it a misdemeanor to operate slot machines and other devices that develop the gambling instinct and providing penalties therefor; and

WHEREAS, the Mississippi Legislature has enacted State laws that preempt and supercede the Ordinance, as adopted on June 4, 1935; and

WHEREAS, the Ordinance of June 4, 1935, is vague, uncertain, overly broad and not susceptible to definition and enforcement to the extent that the constitutionality of the Ordinance is seriously in doubt;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton that the Ordinance making it a misdemeanor to operate slot machines and other devices that develop the gambling instinct and providing penalties therefor, adopted and approved on June 4, 1935, is hereby repealed.

BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen that gambling activities, including bingo, within the City of Clinton shall be governed by the laws of the State of Mississippi related to and controlling such activities.

This Ordinance was considered section by section, after which Alderman RYAN moved that the foregoing Ordinance be adopted. Alderman VALENTE seconded. The vote was as follows:

Alderman Ryan voted:	<u>AYE</u>
Alderman Ferrell voted:	<u>AYE</u>
Alderman Valente voted:	<u>AYE</u>
Alderman Chappell voted:	<u>AYE</u>
Alderman Montgomery voted:	<u>AYE</u>
Alderman Johnson voted:	<u>AYE</u>

Alderman Lott voted:

AYE

APPROVED on the 6TH day of AUGUST,

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 AUG., 6, 1991, as the same appears in Minute Book U at Pages 786-787 of the Minutes of the said Board and recorded in the Ordinance Book 2 of the City of Clinton at Pages 522-523 thereof.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6TH day of AUGUST, 1991.

Nelson Byrd
City Clerk

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

AN ORDINANCE REPEALING THE ORDINANCE ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN JUNE 4, 1935 BEING AN ORDINANCE MAKING IT A MISDEMEANOR TO OPERATE SLOT MACHINES AND OTHER DEVICES THAT DEVELOP THE GAMBLING INSTINCT AND PROVIDING PENALTIES THEREFOR WHEREAS, the Mayor and Board of Aldermen adopted an Ordinance on June 4, 1935, making it a misdemeanor to operate slot machines and other devices that develop the gambling instinct and providing penalties therefor; and WHEREAS, the Mississippi Legislature has enacted State laws that preempt and supersede the Ordinance, as adopted on June 4, 1935; and WHEREAS, the Ordinance of June 4, 1935, is vague, uncertain, overly broad and not susceptible to definition and enforcement to the extent that the constitutionality of the Ordinance is seriously in doubt: NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton that the Ordinance making it a misdemeanor to operate slot machines and other devices that develop the gambling instinct and providing penalties therefor, adopted and approved on June 4, 1935, is hereby repealed. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen that gambling activities, including bingo, within the City of Clinton shall be governed by the laws of the State of Mississippi related to and controlling such activities. This Ordinance was considered section by section, after which Alderman Ryan moved that the foregoing Ordinance be adopted. Alderman Valente 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: Aye Alderman Johnson voted: Aye Alderman Lott voted: Aye APPROVED on the 6th day of August, 1991. /s/ Billy R. Smith BILLY RAY SMITH, MAYOR

Minute Book U at Pages 786-787 of the Minutes of the said Board and recorded in the Ordinance Book 2 of the City of Clinton at Pages 522-523 thereof. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of August, 1991. (SEAL) /s/ Nelson Byrd City Clerk August 15, 1991

ATTEST:
/s/ 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 Aug. 6, 1991, as the same appears in

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

Debbie Swinnen

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

Date August 15, 1991

Date _____, 19____

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 106

Published 1 Times

Total \$ 35.92

Signed Debbie Swinnen
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 15th day of
August 1991

Jane Beath
Notary Public

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

(Seal)

9

CMPDD CONTRACT
NO. 318423
CITY OF CLINTON
PLANNING

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 17th day of August, 1991, by and between the CITY OF CLINTON, MISSISSIPPI, hereinafter called the "CITY" and the CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, hereinafter called the "CMPDD", WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CMPDD to render certain technical and professional services, hereinafter described.

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

1. Employment of the CMPDD

The City hereby agrees to engage the CMPDD; and the CMPDD hereby agrees to provide the services hereinafter set forth.

2. Scope of Services

The CMPDD shall provide the services described in Exhibit A., "Scope of Services", which is attached hereto and made a part hereof by reference.

3. Period of Performance

The CMPDD shall begin performance of the services specified under paragraph 2 of this Contract during the month of August, 1991. All services shall be completed by September 30, 1991.

4. Termination for Convenience of the Planning Agency

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

5. Changes

This Contract may be altered from time to time with the approval of both parties. Such changes shall be incorporated into written amendments to this Contract.

6. Interest of Members of the City

No officer, member, or employee of the City who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision which effects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly involved.

7. Compensation

The City hereby agrees to pay to the CMPDD the an amount not to exceed \$10,000. It is understood that five thousand dollars (\$5,000) of the total cost of services under this contract shall be paid through a Community Development Block Grant administered by the State of Mississippi. The CMPDD shall bill the City not more often than monthly. The City agrees to pay the amount shown on each invoice within 30 days of receipt of each invoice from the CMPDD.

8. Office Space

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

9. Local Government Cooperation

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

10. Termination of Contract for Cause

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

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

11. Access to Records

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

CMPDD CONTRACT
NO. 318A23

12. Employment of "Section 3" Residents

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

13. Products of this Contract

It is understood and acknowledged by the City that the CMPDD shall retain ownership of all work products it develops as necessary to produce the items which CMPDD is required to produce for the City under this Agreement. Such work products shall include, but shall not necessarily be limited to, computer disks, research materials, working papers and other internal documents. The City shall have full right and title to all products delivered to the City by CMPDD under this Agreement.

CMPDD CONTRACT
NO. 318A23

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

ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT, INC.

PLANNING AGENCY

Dan L. Thompson
Dan L. Thompson
Director of Finance

F. Clarke Holmes
F. Clarke Holmes
Executive Director

JS

ATTEST:

CITY OF CLINTON, MISSISSIPPI

LOCAL GOVERNMENT

Nelson Byrd
Nelson Byrd
City Clerk

Billy R. Smith
Billy R. Smith
Mayor

Approved as to legal form and adequacy on this the 24 day of
August, 19 91.

James L. [Signature]
Attorney at Law

CMPDD CONTRACT
NO. 318 A23

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Given under my hand and official seal, this the 20 day of August, 1991.

Carol Jones
Carol Jones
Notary Public

My Commission Expires:

My Commission Expires June 22, 1994

CMPDD CONTRACT
NO. 318 A23

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said City and state, the within named BILLY RAY SMITH, and NELSON BYRD, who acknowledged to me that they are the Mayor and City Clerk of the City of CLINTON, Mississippi, respectively, and that as such they did sign, execute and deliver the foregoing instrument, having affixed the county seal thereto, for the purposes therein stated, in the name of, for and on behalf of said municipality, they being first duly authorized so to do.

Given under my hand and official seal, this the 7th day of August, 1991.

Christine E. Walls
Notary Public

My Commission Expires:

7-24-94

EXHIBIT A
SCOPE OF SERVICES
CITY OF CLINTON

The CMPDD shall be responsible for two major planning components under this Contract. Both of these components shall provide input for the development of a Community Facilities Plan, as required by the Mississippi Code of 1972 as the basis for a Zoning Ordinance.

I. Neighborhood Analysis/Housing Strategy:

This component shall consist of a study of the poor housing conditions in a particular neighborhood of the City, and the development of a plan for alleviating those conditions. This plan will become the basis for a future Community Development Block Grant application to assist residents of that neighborhood in improving the living conditions of their area. Specifically the Neighborhood Analysis shall include the area bounded by: Neal Avenue on the east, the Mid-South Railroad tracks on the south and the Natchez Trace Parkway right of way on the west/north.

This Neighborhood Analysis/Housing Strategy shall involve a study of housing and socio-economic characteristics of the area delineated above. Characteristics to be studied and analyzed include: housing conditions, family income, racial characteristics, crime distribution and type, number of fires, property values, significant communicable diseases, extent of mixed land uses, rate and types of construction, and other significant conditions which may appear to be significant as the study progresses.

In addition, environmental conditions shall be studied and analyzed, including: recreational facilities, utilities, street conditions, the effect of non-residential land uses, property appearance, lot sizes, storm drainage/flooding problems, and other factors.

The Neighborhood Analysis/Housing Strategy shall include a study of the causes of blight, prioritization of the needs of the area and proposed methods of correction or elimination.

Report: The findings and recommendations of the Neighborhood Analysis/Housing Strategy shall be presented in a report containing the following:

- Statement of Purpose;
- Delineation and geographic description of the planning area;
- Socio-economic characteristics of the neighborhood's residents;
- Conditions of the housing stock, particularly that which is available to low and moderate income residents;
- An assessment of local systems for addressing vacant or deteriorating properties that pose a threat to the safety of local residents;
- An assessment of programmatic efforts, such as Community Development Block Grants, Self Help, low-interest rate loans for rehabilitating blighted areas as authorized by the Mississippi Code and others;
- A set of goals, priorities and actions with timetables for accomplishing identified goals.

II. Brick Streets Study:

The Goals and Objectives element of the Comprehensive Plan adopted by the City in 1989 included the following goals: "(1) To promote development of Olde Towne Clinton as one of the major focal points of community life; and (2) To preserve the character of Olde Towne Clinton by preventing location of inappropriate land uses and prohibiting incompatible architectural design." The Land Use Plan element of the Comprehensive Plan, also adopted in 1989, delineated the area known as "Olde Towne Clinton" and established broad categories of land uses that should be allowed in that area. This "Brick Streets Study" shall be a follow-up effort to those elements of Clinton's Comprehensive Plan. It shall also provide input for the preparation of the fourth and final element of the Comprehensive Plan: the Community Facilities Plan.

The purpose of this study shall be to review the overall condition of the brick streets area of Olde Town Clinton and to make recommendations for the redevelopment/vitalization of the area. In performing this study, the CMPDD shall work closely with the "Brick Streets Revitalization Committee," keeping in mind the goals previously set by that group. The CMPDD shall also work with area residents, building owners and existing business in developing recommendations.

Report: A report shall be prepared by the CMPDD containing the following elements:

- An updated inventory of existing conditions in the area including land uses, street conditions, building conditions, public utilities (water and sanitary sewerage) and maps depicting these characteristics;
- An analysis of ways to provide for the needs of brick area by furnishing facilities that are needed for public gatherings there.

EXHIBIT B

ASSURANCES

Federal Standards Provisions

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

I. Equal Employment Opportunity

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

- A. The DISTRICT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The DISTRICT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The DISTRICT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY/COUNTY setting forth the provisions of this non-discrimination clause.
- B. The DISTRICT will, in all solicitation or advertisements for employees placed by or on behalf of the DISTRICT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The DISTRICT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials.
- D. The DISTRICT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

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

II. Civil Rights Act of 1964

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

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

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

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

- A. The work to be performed under this AGREEMENT is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this AGREEMENT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The DISTRICT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and

shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The DISTRICT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

V. Interest of Members of the CITY/COUNTY

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

VI. Interest in Other Local Public Officials

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

VII. Interest of DISTRICT and Employees

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

VIII. Section 3 Plan

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

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the CITY/COUNTY the necessary number of lower income residents through: local advertising media signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

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

CMPDD CONTRACT NO. 319D23

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 16th day of August, 1991, by and between the CITY OF CLINTON, MISSISSIPPI, hereinafter called "the CITY" and the CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, hereinafter called "the CMPDD", WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CMPDD to render certain technical and professional services, hereinafter described.

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

1. Employment of the CMPDD

The CITY hereby agrees to engage the CMPDD; and the CMPDD hereby agrees to provide the services hereinafter set forth.

2. Scope of Services

The CMPDD shall provide the services described in Exhibit A, "Scope of Services", which is attached hereto and made a part hereof by reference.

3. Period of Performance

The CMPDD shall begin performance of the services specified under paragraph 2 of this Contract during the month of August, 1991.

Unless an amendment to this Contract is approved by CITY granting an extension, all services shall be completed by the CMPDD by December 31, 1991.

4. Contribution of the CITY

As its contribution toward the performance of this Contract, the CITY hereby agrees to pay to the CMPDD the fixed amount of \$16,500.

The CMPDD shall bill the CITY not more often than monthly as costs are incurred, and the CITY agrees to pay the amount shown on each invoice within 30 days of receipt of each invoice from the CMPDD.

5. Changes

This Contract may be altered from time to time with the approval of both parties. Such changes shall be incorporated into written amendments to this Contract.

6. Interest of Members of the CITY

No officer, member, or employee of the CITY who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision which effects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly involved.

7. Cooperation of the CITY

The CITY hereby agrees that its officials and employees will cooperate with the CMPDD in the discharge of the CMPDD's responsibilities under this Contract and will be available for consultation at such times as may be mutually agreeable to all parties. The CITY shall make available to the CMPDD or its

designated agents all data, reports, records, maps or other information as are existing, available, and necessary for carrying out this Contract.

8. Products of This Contract

It is understood and acknowledged by the CITY that the CMPDD shall retain ownership of all products it develops as necessary to produce the items which the CMPDD is required to produce for the CITY under this Agreement. Such work products shall include, but shall not necessarily be limited to, computer disks, research materials, working papers and other internal documents. The CITY shall have full right and title to all products delivered to the CITY by the CMPDD under this Agreement.

IN WITNESS WHEREOF, the CITY and the CMPDD have executed this Contract
as of the 16th day of August, 1991.

ATTEST:

Nelson Byrd
Nelson Byrd
City Clerk

CITY OF CLINTON, MISSISSIPPI

Billy R. Smith
Billy Ray Smith
Mayor

ATTEST:

Dan L. Thompson
Dan L. Thompson
Director of Finance

CENTRAL MISSISSIPPI PLANNING AND
DEVELOPMENT DISTRICT

F. Clarke Holmes
F. Clarke Holmes
Executive Director

Approved as to legal form and adequacy on this the 24th day of
August, 1991.

James H. Herring
James H. Herring
Attorney-at-Law

CMPDD CONTRACT

NO. 319023

STATE OF MISSISSIPPI

CITY OF HINDS

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

Given under my hand and official seal, this the 20 day of

August, 1991.

Carol Jones

Carol Jones

Notary Public

My Commission Expires:

My Commission Expires June 28, 1994



CMPDD CONTRACT

NO. 319023

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned individual in and for said County and State, the within named BILLY RAY SMITH and NELSON BYRD, who acknowledged to me that they are the Mayor and City Clerk of the City of Clinton, Mississippi, respectively, and that, as such, they did sign, execute and deliver the above and foregoing instrument, having affixed the City seal thereto, for the purposes therein stated, in the name of, for and on behalf of said City, they being first duly authorized so to do.

Given under my hand and official seal, this the 7th day of August, 1991.

Kristine E. Walls

Notary Public

My Commission Expires:

My Commission Expires July 24, 1994



EXHIBIT A

SCOPE OF SERVICES

The Central Mississippi Planning and Development District (CMPDD) shall prepare a new Zoning Ordinance and Official Zoning Map for the City of Clinton. In accordance with State law, this new ordinance shall be based upon adopted elements of a Comprehensive Plan. The following outline of work to be accomplished is based upon those adopted elements, including Goals and Objectives, a Land Use Plan, and a Thoroughfares Plan. However, should the Planning Commission or Mayor/ Board of Aldermen desire to deviate from this outline of tasks or amend any portion of the adopted Comprehensive Plan, it is agreed by the CITY and the CMPDD that such action shall not require an amendment to this Contract.

1. PREAMBLE: A new preamble will be drafted incorporating the new definition of "comprehensive plan" under Title 17 of the Mississippi Code of 1972.
2. DEFINITIONS: The definitions article of the 1977 zoning ordinance shall be revised to reflect the current meanings of zoning related-terms, such as:
 - Patio home: This type of dwelling was not being widely constructed in 1977.

- Townhouse: The definition now accepted for townhouses is that each such dwelling unit is separated from the adjoining unit by a lot line.
 - Child care facility: Should include any facility that cares for six or more children, whether in a private residence, a church or as a commercial use.
 - Street: This definition should tie back to the Subdivision Regulations, adopted in 1985, and the Thoroughfares Plan adopted in September, 1989.
 - Landscaping: The new ordinance should include references to required landscaping along arterial streets, within side and rear yard setbacks and lot interiors (such as parking lot landscaping); the term "landscaping" shall be defined.
 - Planned Unit Development: The definition of PUD's in the 1977 ordinance should be revised to reflect the adopted objective in the Goals and Objectives that PUD's consist basicly of single-family residential uses (i. e., that multiple family and commercial uses are not automatically permitted by right in PUD's).
3. GENERAL REGULATIONS: Additional general regulations shall be included in the new ordinance that were not included in the 1977 ordinance, such as:

- Required dedication of right-of-way for the Linear Park System: To supplement Section 414 of the Subdivision Regulations adopted in 1985 and to implement the adopted Land Use Plan, a provision should be added relating to certain commercial, industrial and public/quasi-public uses and the dedication of right-of-way for the proposed Linear Park System.
 - Required landscaping along all arterial streets: A general regulation requiring landscaping along streets designated as "principal arterial" or "minor arterial" should be added.
4. AGRICULTURAL DISTRICT: The A-1 Agricultural District adopted on July 7, 1987, as an amendment to the 1977 ordinance should be incorporated into the new ordinance.
 5. LOW DENSITY RESIDENTIAL DISTRICT: The minimum lot size of 11,500 square feet for R-1 Low Density Residential Districts shall be retained from the 1977 ordinance. This is consistent with the results of the Public Issues Questionnaire circulated as part of the preparation of the Goals and Objectives element of the Comprehensive Plan; 68% of the respondents indicated they favored retaining a minimum lot size of 11,500 square feet for low density residential districts.
 6. TOWNHOUSE RESIDENTIAL DISTRICT: In accordance with the adopted Goals and Objectives element of the Comprehensive Plan, a new zoning district limited to townhouses shall be drafted. Also in accordance with the Goals and Objectives, no more than four adjoining townhouses

shall be permitted "in order to prevent a monotonous row house appearance and overcrowding."

7. PATIO HOME DISTRICT: Another "moderate density" (four-to-six units per acre) district in addition to townhouses should be established exclusively for patio homes. These townhouse and patio home districts could be developed as transition uses between single-family detached dwellings and apartments or commercial areas.
8. MULTIPLE-FAMILY RESIDENTIAL DISTRICT: The present maximum density of 10 units per acre should be retained for multiple-family residential districts. A requirement should be included in these district regulations that all land not used for structures, parking lots, patios, etc. be landscaped in accordance with certain standards prescribed by the City. Also, in accordance with the adopted Goals and Objectives, wide setbacks should be required where a proposed apartment or condominium complex shall abut existing single-family homes or a single-family residential district.
9. MOBILE HOME PARK DISTRICT: The restrictive mobile home park regulations in the 1977 ordinance should be retained or even strenthened in the new ordinance.
10. PLANNED UNIT DEVELOPMENT DISTRICTS: Single-family residential uses should be the only major use permitted outright in PUD's; if a developer wishes to develop a PUD that will contain apartments or commercial uses, he should be required to submit an application for rezoning (unless the land is already so-zoned). Furthermore, since

there has been much confusion as to required yards in PUD's in Clinton, the new ordinance should state that the yard requirements for PUD's are the same as the underlying districts. Finally, the common open space requirements for PUD's should be strengthened.

11. RESTRICTED COMMERCIAL DISTRICT: In accordance with the adopted Goals and Objectives, a new commercial district limited primarily to offices should be created to provide transitional areas between single-family homes and more intense commercial uses, such as shopping centers.
12. OLDE TOWNE CLINTON DISTRICT: In accordance with the adopted Goals and Objectives, this new zoning district should be established "to preserve the character of Olde Towne Clinton by preventing the location of inappropriate land uses and prohibiting incompatible architectural design." The boundaries of this proposed zoning district are defined on the adopted Land Use Plan. This would be a "mixed use district" limited to single-family and two-family dwellings and certain fully-enclosed commercial uses, subject to strict architectural control and site plan review. Existing apartments would be permitted to continue to exist (i. e., not amortized as nonconforming uses), but new multiple-family uses could only be developed as conditional uses.

13. GENERAL COMMERCIAL DISTRICT: In accordance with the adopted Land Use Plan (Background Information), a commercial district limited to indoor (or fully-enclosed) uses should be established. However, certain land uses which involve some outdoor activities, including service stations, vehicle sales and service, and horticultural nurseries, should be allowed as special exceptions in these General Commercial districts. As indicated in the adopted Goals and Objectives, wide setbacks should be required where these General Commercial districts would abut existing single-family residences or low density residential districts.
14. MAJOR THOROUGHFARES COMMERCIAL DISTRICT: A new zoning district should be established for commercial uses in which the services provided and/ or products displayed are outdoors, such as: automobile, truck and other vehicle sales and service and heavy machinery and implement dealers; commercial recreational enterprises such as waterslides and golf driving ranges; building materials sales where such materials are displayed outdoors; and truck stops.
15. LIMITED INDUSTRIAL DISTRICT: This district, included in the 1977 ordinance, would be retained, but landscaping and other regulations should be added. Uses permitted in this district would be manufacturing and warehousing activities conducted indoors, with the exception of loading and unloading of materials, and those "dry-type" manufacturing uses which do not discharge large volumes of wastewater or use large volumes of water in processing their

products.

16. HEAVY INDUSTRIAL DISTRICT: This district should also be retained from the 1977 ordinance. This would permit manufacturing uses which manufacture or display products outdoors, such as concrete manufacturing, brickyards, lumberyards and which are the "wet-type" manufacturing uses. Landscaping/ open space requirements would be added.
17. EDUCATIONAL INSTITUTIONS DISTRICT: This district shall also be retained from the 1977 ordinance.
18. OFF-STREET PARKING, LOADING SPACE AND ACCESS REQUIREMENTS: The off-street parking and loading regulations contained in the 1977 ordinance shall be re-examined and access control requirements shall be added to alleviate the traffic safety/ congestion problems caused by too many or improperly spaced accessways (particularly for commercial uses).
19. NONCONFORMITIES: New regulations for nonconforming lots, structures, and uses shall be drafted in the light of recent court decisions regarding the regulation of these nonconformities.
20. ADMINISTRATION AND ENFORCEMENT: This very important article of any zoning ordinance shall be re-written. Court-prescribed criteria and procedures for variances, conditional uses and re-zoning shall be incorporated. New site plan review procedures and specifications shall be drafted, and specific criteria that can be used by City officials and the Planning Commission in reviewing site plans shall

be included. Requirements for landscaping and screening plans shall also be added.

CMPDD personnel shall review each section of the proposed new ordinance with the Planning Commission and revise each section in accordance with Planning Commission recommendations. The new ordinance as recommended by the Commission shall then be transmitted to the Mayor and Board of Aldermen, City Attorney, Director of Public Works, Zoning Administrator, City Engineer, and others for review. Comments from these City officials shall be used to make final, pre-hearing revisions to the proposed ordinance. CMPDD personnel shall present the new ordinance at public hearings. The final ordinance shall be revised to incorporate revisions resulting public hearings. One hundred (100) copies of the adopted ordinance shall be printed and delivered to the City.

PREPARATION OF NEW OFFICIAL ZONING MAP:

The CMPDD shall prepare a new Official Zoning Map based upon the following:

1. The 1977 Official Zoning Map, as amended.
2. Hinds County zoning for the area annexed in 1984.
3. The adopted Land Use Plan.

The CMPDD shall use its Geographic Information System to prepare the new Official Zoning Map. This new map shall be computer-digitized using the "STRINGS" ("Storage and Retrieval of Informative Geographics") computer software now under license from GeoBased Systems, Inc. to the District. All streets, street names, property lines, railroads, utility lines, and other features shown on the present manually-drafted base map of the City shall be converted to digital form. This will provide a computer map that can be easily updated for ALL purposes, from monitoring population on a month-to-month basis, land use changes, amendments to the Land Use Plan, as well as re-zonings.

The initial products shall be:

1. A computer plotter-drawn reproducible Official Zoning Map on stable base drafting film in "black and white" at a scale of one inch= 600 feet or other appropriate scale.
2. A full color DISPLAY MAP version of the Official Zoning Map at one inch = 600 feet (or other appropriate scale) for display in the Zoning Administrator's office for public inspection, as required by State law.

STATE: Mississippi
Hinds County, Straight
EWP PROJECT: Fence, Morrison Dr., Melrose,
and Lindsey Creek
CONTRACT NO. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE
AMENDMENT NO. 1 TO PROJECT AGREEMENT

The paragraphs listed below are hereby amended as follows:

- A. It is agreed that the following described work is to be performed at an estimated cost of \$728,175.00.
1. Streambank stabilization on approximately 8,200 feet of channel using rock riprap at an estimated cost of \$706,175.00.
- B. 1. Provide 20 percent of the cost of constructing the emergency protection measures described in Section A.1. This cost to the Sponsors is estimated to be \$141,235.00.
- C. 1. Provide 80 percent of the cost of the emergency protection measures described in Section A.1. This cost to SCS is estimated to be \$564,940.00.

CITY OF CLINTON

By: _____

Title: _____

Date: 8-6-91

This action is authorized
at an official meeting of
the Mayor & Bd. of Ald.
on 6th day of Aug 1991.

Nelson Byrd
(Signature)

City Clerk
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

STATE: MISSISSIPPI
COUNTY: HINDS
SPECIAL EWP PROJECT: Straight Fence, Morrison Drive,
Melrose, & Lindsey Creek

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this 8th day of May, 1991, by and between the City of Clinton, called the Sponsor; and the Soil Conservation Service, United States Department of Agriculture, called SCS.

WITNESSETH THAT:

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

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

- A. It is agreed that the following described work is to be performed at an estimated cost of \$ 670,000.00.
1. Streambank stabilization on approximately 8,200 feet of channel using rock riprap at an estimated cost of \$ 648,000.00.
 2. Installation of 144 feet of 48 inch concrete pipe, between stations 10+15 and 10+87 (Bid Item 12) at an estimated cost of \$ 13,000.00 and 500 cubic yards of clay gravel (Bid Item 8) at an estimated cost of \$ 8,000.00, for a total of \$ 21,000.00
 3. Owners Protective Liability insurance as described under Item 45 at an estimated cost of \$ 1,000.00 for Morrison Drive.
- B. The Sponsor will:
1. Provide 20 percent of the cost of constructing the emergency protection measures described in Section A1. This cost to the Sponsors is estimated to be \$ 129,600.00.

2. Provide 100 percent of the cost of installing the works of improvement as described in A2 and A3. This cost to the Sponsor is estimated to be \$22,000.00.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency protection measures described in Section A.
4. Designate an individual to serve as liaison between the Sponsor and the SCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the State Administrative Officer.
5. Review and approve the final drawings and specifications for the work described in Section A.
6. Make payment to the Service upon receipt of billings as outlined in Paragraph C.5. Payments must be received within 30 calendar days from the date of billing. Payments received after the due date will be considered late payments. For such late payments, interest will accrue on the unpaid amount at a percentage rate based on the current value of funds to the U.S. Treasury for each 30-day period or portion thereof that payment is delayed. Payments made by wire will be accepted and credited on the date received.
7. If applicable, complete the attached "Clean Air and Water Certification" and comply with the attached "Clean Air and Water Clause".
8. "Upon completion of the emergency protection measures and elimination of the threat, take necessary action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards this project will not be eligible for future funding under the EWP Program."
9. "Upon acceptance of work from the contractor, assume responsibility for operation and maintenance of the emergency measures."
10. Accept all financial responsibility for cost of securing Owners Protective Liability Insurance in minimum limits of \$1,000,000 per person and \$1,000,000 per per occurrence covering bodily injury and death and \$250,000 covering property damage, naming Mississippi Power & Light Company an additional named insured thereunder. The estimated cost for this item is \$ 1,000.00

C. SCS WILL:

1. Provide 80 percent of the cost of the emergency protection measures described in Section A1. This cost is estimated to be \$ 518,400.00.
2. Contract for the emergency protection measures described in Section A in accordance with Federal contracting procedures.
3. Provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings, designs, and specifications; and performance of layout, inspection services, and quality control during construction.
4. Arrange for and conduct final inspection of the completed emergency protection measures with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsor of acceptance.
5. Bill the Sponsor monthly for 20 percent of the work described in A1 and 100% for the work described in A2 and A3.

D. It is mutually agreed that:

1. No member of or delegate to Congress or resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
2. The furnishing of financial and other assistance by SCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate SCS upon failure of the Congress to so appropriate.
3. SCS may terminate this agreement in whole or in part when it is determined by SCS that the Sponsors have failed to comply with any of the conditions of this agreement. SCS shall promptly notify the Sponsor in

writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by SCS under this termination shall be in accord with the legal rights and liabilities of SCS and the Sponsor.

4. This agreement may be temporarily suspended by SCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, SCS may suspend this agreement when it is evident that a termination is pending.
5. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259 and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of

Agriculture (7CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, martial status, or handicap be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof."

City of Clinton
By: Billy R Smith

Title: Mayor

Date: March 14, 91

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By: Gloria M. Ory
Gloria M. Ory

Title: Contracting Officer

Date: May 8, 1991

This action is authorized at
an official meeting of the

Mayor & Bd of Aldermen
on 07 day of Sept 1990

Nelson Byrd
(Signature)

City Clerk

Clean Air and Water Certification

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organization(s) signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is ☐ is not ☒ listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the State Administrative Officer prior to the signing of this agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.

A. The project sponsoring organization(s) signatory to this agreement agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by the Service.
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

AMENDED RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
CLINTON, MISSISSIPPI, AUTHORIZING APPLICATION
OF GENERAL MOTORS CORPORATION, PACKARD ELECTRIC
DIVISION, FOR EXEMPTION FROM AD VALOREM TAXES
AS AUTHORIZED BY SECTION 27-31-101 ET SEQ. OF
THE MISSISSIPPI CODE OF 1972
FOR ADDITIONS COMPLETED JANUARY 1, 1991

The Board next took up for consideration the matter of granting tax exemption from ad valorem taxes for General Motors Corporation, Packard Electric Division, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF
ALDERMEN OF CLINTON, MISSISSIPPI,
GRANTING TAX EXEMPTION FROM AD VALOREM
TAXES FOR AN INITIAL FIVE-YEAR PERIOD TO
GENERAL MOTORS CORPORATION, PACKARD
ELECTRIC DIVISION, AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., OF THE
MISSISSIPPI CODE, AS AMENDED.

WHEREAS, General Motors Corporation, Packard Electric Division, filed in triplicate with this Board its Application for exemption from ad valorem taxation on expanded facilities in Plants 20, 21, 22, 24 and 27, completed January 1, 1991, and located within the industrial park of the City of Clinton, Hinds County, Mississippi; and

WHEREAS, General Motors Corporation, Packard Electric Division, has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed-for exemption and the completion date of said enterprise; and

WHEREAS, the additions and expansions and replacement of equipment were completed on January 1, 1991, and as of the that date the true value of all property to be exempt was Three Million, Three Hundred Fourteen Thousand, Five Hundred Sixteen and 16/100 Dollars (\$3,314,516.16), as shown in an itemized list provided with the application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an expanded industrial enterprise of public utility which was completed on the 1st day of January, 1991, and that said company is entitled to the initial exemption of five (5) years beginning on the 1st day of January, 1991, and ending on the 31st day of December, 1995, subject to certification of eligibility by the Mississippi State Tax Commission.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of Clinton, Mississippi, as follows:

1. That the Application for ad valorem tax exemption by General Motors Corporation, Packard Electric Division, on the property described in Exhibit "A" of the Application filed by said Company for tax exemption, for an initial five-year exemption period beginning on the 1st day of January, 1991, and ending on the 31st day of December, 1995, be and the same is hereby approved, and said exemption is hereby granted, subject to certification of eligibility by the Mississippi State Tax Commission.

2. That General Motors Corporation, Packard Electric Division, may request an extension of the initial exemption granted herein within ninety (90) days prior to the expiration of the exemption as provided by §27-31-101 et. seq.

3. That the Clerk of this Board be and is hereby directed to spread a copy of this Order on the minutes of this Board; and that said Clerk shall forward the original and three certified copies of the Application and a certified copy of the transcript of this Order approving said Application to the Mississippi State Tax Commission for its certification of eligibility; and said Clerk shall also forward one certified copy to the Tax Assessor of the City of Clinton and obtain the Certificate of said Tax Assessor stating that both the real and personal property as itemized

in the Application have been placed on the appropriate tax roll as "Non-Taxable," except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Alderman Valente moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Ferrell and upon the question being put to a vote, the vote was as follows:

Alderman William A. Ryan	voted:	<u>Yea</u>
Alderman George Ferrell	voted:	<u>Yea</u>
Alderman Edward J. Valente	voted:	<u>Yea</u>
Alderman Ronny Chappell	voted:	<u>Yea</u>
Alderman Keith Montgomery	voted:	<u>Yea</u>
Alderman Gene W. Johnson	voted:	<u>Yea</u>
Alderman Sharbert K. Lott	voted:	<u>Yea</u>

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Alderman of Clinton, Mississippi, on this, the 6th day of Aug, 1991.

Billy R Smith
BILLY RAY SMITH, Mayor
City of Clinton, Mississippi

ATTEST:

Nelson Byrd
NELSON BYRD, City Clerk
City of Clinton, Mississippi

(SEAL)

EXHIBIT A
GENERAL MOTORS CORPORATION
PACKARD ELECTRIC DIVISION

True value of property added to Plants 20, 21, 22, 24 and 27
completed January 1, 1991:

	<u>MACHINERY AND EQUIPMENT</u>	<u>FURNITURE AND FIXTURES</u>	<u>WORK-IN- PROGRESS INVENTORIES</u>	<u>TOTAL</u>
Plant 20	\$ 3,196.00	\$ - 0 -	\$ 1,593.00	\$ 4,789.00
Plant 21	248,538.41	- 0 -	123,903.00	372,441.41
Plant 22	1,449,424.13	7,999.76	722,572.00	2,179,995.89
Plant 24	2,722.40	- 0 -	1,357.00	4,079.40
Plant 27	502,635.46	- 0 -	250,575.00	753,210.46
	<u>\$2,206,516.40</u>	<u>\$7,999.76</u>	<u>\$1,100,000.00</u>	<u>\$3,314,516.16</u>

RESOLUTION

WHEREAS, the Board of Trustee, Clinton School District, has filed a Complaint for Declaratory Judgment in the Chancery Court of Hinds County, Mississippi, First Judicial District, seeking a Declaratory Judgment that the City of Clinton has had, and now has, no right or authority to operate on sixteenth section lands leased from the School Board by the City of Clinton certain water wells used by the City of Clinton water distribution system; and

WHEREAS, the Complaint for Declaratory Judgment asks for injunctive relief prohibiting further removal of water from these wells for use by the City; and

WHEREAS, the School Board seeks an accounting of all water so retrieved, removed, distributed or sold by the City of Clinton for the entire period the wells have been in operation and an award of damages for the violation of the terms of said leases; and

WHEREAS, the governing authority of the City of Clinton is of the firm conviction and belief that the City of Clinton has not violated the terms and conditions of said leases and that the City of Clinton does not owe any damages and that no injunctive relief is justified or appropriate; and

WHEREAS, it is the desire of the governing authority of the City of Clinton that the Complaint for Declaratory Judgment be defended vigorously; and

WHEREAS, it is the desire of the governing authority of the City of Clinton that the matter of whether or not there is a violation of the said leases may be determined as expeditiously as possible in the most appropriate manner permitted by law;

IT IS, THEREFORE, RESOLVED as follows:

1. The City Attorney is directed to vigorously defend the Complaint filed against the Board of Aldermen, the City of Clinton, Mississippi, by the Board of Trustees, Clinton Public School District, being Civil Action No. 146,182(D-2), in the

Chancery Court of the First Judicial District of Hinds County, Mississippi; and

2. BE IT FURTHER RESOLVED that the City Attorney is directed to file a Countercomplaint for Declaratory Judgment and to vigorously prosecute same to the end that this controversy may be resolved as soon as possible by the most appropriate method permitted by law.

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

Alderman Ryan voted:	<u>YEA</u>
Alderman Ferrell voted:	<u>YEA</u>
Alderman Valente voted:	<u>YEA</u>
Alderman Chappell voted:	<u>YEA</u>
Alderman Montgomery voted:	<u>YEA</u>
Alderman Johnson voted:	<u>YEA</u>
Alderman Lott voted:	<u>YEA</u>
APPROVED on the <u>6th</u> day of <u>AUGUST</u> , 1991.	

Billy R Smith
BILLY RAY SMITH, MAYOR

ATTEST:

Nelson Byrd
NELSON BYRD, CITY CLERK

By: Representative Frazier

To: Appropriations

APPROVED
BY GOVERNORHOUSE BILL NO. 1306
(As Sent to Governor)

1. AN ACT TO AMEND SECTION 31-7-13, MISSISSIPPI CODE OF 1972, TO
2. INCREASE THE VALUE OF PUBLIC PURCHASES WHICH MAY BE MADE WITHOUT
3. ADVERTISING FOR OR REQUESTING COMPETITIVE BIDS AND TO PROVIDE FOR
4. SET-ASIDES FOR THE PURCHASE OF COMMODITIES FROM MINORITY
5. BUSINESSES; TO EXEMPT FROM ADVERTISED COMPETITIVE BIDDING
6. PROCEDURES UNDER THE PUBLIC PURCHASING LAWS PURCHASES OF
7. SURVEILLANCE EQUIPMENT USED BY NARCOTICS AGENTS IN UNDERCOVER
8. OPERATIONS; TO AUTHORIZE AGENCIES AND GOVERNING AUTHORITIES TO
9. MAKE MULTIPLE PURCHASES UPON ONE PURCHASE ORDER ISSUED PER MONTH;
10. AND FOR RELATED PURPOSES.

11. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

12. SECTION 1. Section 31-7-13, Mississippi Code of 1972, as
13. amended by House Bill No. 901, 1991 Regular Session, is amended as
14. follows:

15. 31-7-13. All agencies and governing authorities shall
16. purchase their commodities and printing; contract for fire
17. insurance, automobile insurance, casualty insurance (other than
18. workers' compensation) and liability insurance; and contract for
19. public construction as herein provided.

20. (a) Purchases which do not involve an expenditure of
21. more than Five Hundred Dollars (\$500.00), exclusive of freight or
22. shipping charges, may be made without advertising or otherwise
23. requesting competitive bids. Provided, however, that nothing
24. contained in this paragraph shall be construed to prohibit any
25. agency or governing authority from establishing procedures which
26. require competitive bids on purchases of Five Hundred Dollars
27. (\$500.00) or less.

28. (b) Purchases which involve an expenditure of more than
29. Five Hundred Dollars (\$500.00) but not more than Five Thousand

30. Dollars (\$5,000.00), exclusive of freight and shipping charges,
31. may be made from the lowest and best bidder without publishing or
32. posting advertisement for bids, provided at least two (2)
33. competitive written bids have been obtained. Any governing
34. authority purchasing commodities pursuant to this paragraph (b)
35. may authorize its purchasing agent, with regard to governing
36. authorities other than counties, or its purchase clerk, with
37. regard to counties, to accept the lowest and best competitive
38. written bid. Such authorization shall be made in writing by the
39. governing authority and shall be maintained on file in the primary
40. office of the agency and recorded in the official minutes of the
41. governing authority, as appropriate. The purchasing agent or the
42. purchase clerk, as the case may be, and not the governing
43. authority, shall be liable for any penalties and/or damages as may
44. be imposed by law for any act or omission of the purchasing agent
45. or purchase clerk constituting a violation of law in accepting any
46. bid without approval by the governing authority. The term
47. "competitive written bid" shall mean a bid submitted on a bid form
48. furnished by the buying agency or governing authority and signed
49. by authorized personnel representing the vendor, or a bid
50. submitted on a vendor's letterhead or identifiable bid form and
51. signed by authorized personnel representing the vendor.

52. (c) Purchases which involve an expenditure of more than
53. Five Thousand Dollars (\$5,000.00), exclusive of freight and
54. shipping charges, may be made from the lowest and best bidder
55. after advertising for competitive sealed bids once each week for
56. two (2) consecutive weeks in a regular newspaper published in the
57. county or municipality in which such agency or governing authority
58. is located. The date as published for the bid opening shall not
59. be less than seven (7) working days after the last published
60. notice; however, if the purchase involves a construction project
61. in which the estimated cost is in excess of Ten Thousand Dollars

62. (\$10,000.00), such bids shall not be opened in less than fifteen
63. (15) working days after the last notice is published and the
64. notice for the purchase of such construction shall be published
65. once each week for two (2) consecutive weeks. The notice of
66. intention to let contracts or purchase equipment shall state the
67. time and place at which bids shall be received, list the contracts
68. to be made or types of equipment or supplies to be purchased, and,
69. if all plans and/or specifications are not published, refer to the
70. plans and/or specifications on file. In all cases involving
71. governing authorities, before the notice shall be published or
72. posted, the plans or specifications for the construction or
73. equipment being sought shall be filed with the clerk of the board
74. of the governing authority, and there remain. If there is no
75. newspaper published in the county or municipality, then such
76. notice shall be given by posting same at the courthouse, or for
77. municipalities at the city hall, and at two (2) other public
78. places in the county or municipality, and also by publication once
79. each week for two (2) consecutive weeks in some newspaper having a
80. general circulation in the county or municipality in the above
81. provided manner. On the same date that the notice is submitted to
82. the newspaper for publication, the agency or governing authority
83. involved shall mail written notice to the main office of the
84. Mississippi Contract Procurement Center that contains the same
85. information as that in the published notice. In addition to these
86. requirements, agencies shall maintain a vendor file and vendors of
87. the equipment or commodities being sought may be mailed
88. solicitations and specifications, and a bid file shall be
89. established which shall indicate those vendors to whom such
90. solicitations and specifications were mailed, and such file shall
91. also contain such information as is pertinent to the bid.
92. Specifications pertinent to such bidding shall be written so as
93. not to exclude comparable equipment of domestic manufacture.

94. Provided, however, that should valid justification be presented,
95. the Department of Finance and Administration or the board of a
96. governing authority may approve a request for specific equipment
97. necessary to perform a specific job. Provided, further, that a
98. registered professional engineer or architect may write
99. specifications for a governing authority to require a specific
100. item of equipment available only from limited sources or vendors
101. when such specifications conform with the rules and regulations
102. promulgated by an appropriate federal agency regulating such
103. matters under the federal procurement laws. Further, such
104. justification, when placed on the minutes of the board of a
105. governing authority, may serve as authority for that governing
106. authority to write specifications to require a specific item of
107. equipment needed to perform a specific job. In addition to these
108. requirements, from and after July 1, 1990, vendors of relocatable
109. classrooms and the specifications for the purchase of such
110. relocatable classrooms published by local school boards shall meet
111. all pertinent regulations of the State Board of Education,
112. including prior approval of such bid by the State Department of
113. Education. Nothing in this section shall prohibit any agency or
114. governing authority from writing specifications to include
115. life-cycle costing, total cost bids, extended warranties or
116. guaranteed buy-back provisions, provided that such bid
117. requirements shall be in compliance with regulations established
118. by the Department of Audit.

119. (d) Purchases may be made from the lowest and best
120. bidder. In determining the lowest and best bid, freight and
121. shipping charges shall be included. If any governing authority
122. accepts a bid other than the lowest bid actually submitted, it
123. shall place on its minutes detailed calculations and narrative
124. summary showing that the accepted bid was determined to be the
125. lowest and best bid, including the dollar amount of the accepted

126. bid and the dollar amount of the lowest bid. No agency or
127. governing authority shall accept a bid based on items not included
128. in the specifications.

129. (e) Any lease-purchase of equipment which an agency is
130. not required to lease-purchase under the master lease-purchase
131. program pursuant to Section 31-7-10 and any lease-purchase of
132. equipment which a governing authority elects to lease-purchase may
133. be acquired by a lease-purchase agreement under this paragraph
134. (e). Lease-purchase financing may also be obtained from the
135. vendor or from a third-party source after having solicited and
136. obtained at least two (2) written competitive bids, as defined in
137. paragraph (b) of this section, for such financing without
138. advertising for such bids. Solicitation for the bids for
139. financing may occur before or after acceptance of bids for the
140. purchase of such equipment or, where no such bids for purchase are
141. required, at any time before the purchase thereof. No such
142. lease-purchase agreement shall be for an annual rate of interest
143. which is greater than the overall maximum interest rate to
144. maturity on general obligation indebtedness permitted under
145. Section 75-17-101, and the term of such lease-purchase agreement
146. shall not exceed the useful life of property covered thereby as
147. determined according to the upper limit of the asset depreciation
148. range (ADR) guidelines for the Class Life Asset Depreciation Range
149. System established by the Internal Revenue Service pursuant to the
150. United States Internal Revenue Code and regulations thereunder as
151. in effect on December 31, 1980, or comparable depreciation
152. guidelines with respect to any equipment not covered by ADR
153. guidelines. Any lease-purchase agreement entered into pursuant to
154. this paragraph (e) may contain any of the terms and conditions
155. which a master lease-purchase agreement may contain under the
156. provisions of Section 31-7-10(5), and shall contain an annual
157. allocation dependency clause substantially similar to that set

158. forth in Section 31-7-10(8). Each agency or governing authority
159. entering into a lease-purchase transaction pursuant to this
160. paragraph (e) shall maintain with respect to each such
161. lease-purchase transaction the same information as required to be
162. maintained by the Department of Finance and Administration
163. pursuant to Section 31-7-10(13). However, nothing contained in
164. this section shall be construed to permit agencies^V to acquire
165. items of equipment with a total acquisition cost in the aggregate
166. of less than Ten Thousand Dollars (\$10,000.00) by a single
167. lease-purchase transaction. All equipment and the purchase
168. thereof by any lessor, acquired by lease-purchase under this
169. paragraph and all lease-purchase payments with respect thereto
170. shall be exempt from all Mississippi sales, use and ad valorem
171. taxes. Interest paid on any lease-purchase agreement under this
172. section shall be exempt from State of Mississippi income taxation.

173. (f) When necessary to insure ready availability of
174. commodities for public works and the timely completion of public
175. projects, no more than two (2) alternate bids may be accepted by a
176. governing authority for commodities. No purchases may be made
177. through use of such alternate bids procedure unless the lowest and
178. best bidder, for reasons beyond his control, cannot deliver the
179. commodities contained in his bid. In that event, purchases of
180. such commodities may be made from one (1) of the bidders whose bid
181. was accepted as an alternate.

182. (g) In the event a determination is made by an agency
183. or governing authority after a construction contract is let that
184. changes or modifications to the original contract are necessary or
185. would better serve the purpose of the agency or the governing
186. authority, such agency or governing authority may, in its
187. discretion, order such changes pertaining to the construction that
188. are necessary under the circumstances without the necessity of
189. further public bids; provided that such change shall be made in a

190. commercially reasonable manner and shall not be made to circumvent
191. the public purchasing statutes.

192. (h) In the event any agency or governing authority
193. shall have advertised for bids for the purchase of gas, diesel
194. fuel, oils and other petroleum products and coal and no acceptable
195. bids can be obtained, such agency or governing authority is
196. authorized and directed to enter into any negotiations necessary
197. to secure the lowest and best contract available for the purchase
198. of such commodities.

199. (i) Any agency or governing authority authorized to
200. enter into contracts for the construction, maintenance, surfacing
201. or repair of highways, roads or streets, may include in its bid
202. proposal and contract documents a price adjustment clause with
203. relation to the cost to the contractor, including taxes, based
204. upon an industry-wide cost index, of petroleum products including
205. asphalt used in the performance or execution of the contract or in
206. the production or manufacture of materials for use in such
207. performance. Such industry-wide index shall be established and
208. published monthly by the State Highway Department with a copy
209. thereof to be mailed, upon request, to the clerks of the governing
210. authority of each municipality and the clerks of each board of
211. supervisors throughout the state. The price adjustment clause
212. shall be based on the cost of such petroleum products only and
213. shall not include any additional profit or overhead as part of the
214. adjustment. The bid proposals or document contract shall contain
215. the basis and methods of adjusting unit prices for the change in
216. the cost of such petroleum products.

217. (j) If the executive head of any agency of the state
218. shall determine that an emergency exists in regard to the purchase
219. of any commodities or repair contracts, so that the delay incident
220. to giving opportunity for competitive bidding would be detrimental
221. to the interests of the state, then the provisions herein for

222. competitive bidding shall not apply and the head of such agency
223. shall be authorized to make the purchase or repair after obtaining
224. verbal approval from the Department of Finance and Administration.
225. Total purchases so made shall only be for the purpose of meeting
226. needs created by the emergency situation. In the event such
227. executive head is responsible to an agency board, at the meeting
228. next following the emergency purchase, documentation of the
229. purchase, including a description of the commodity purchased, the
230. purchase price thereof and the nature of the emergency shall be
231. presented to the board and placed on the minutes of the board of
232. such agency. The head of such agency shall, at the earliest
233. possible date following such emergency purchase, file with the
234. Department of Finance and Administration (i) a statement under
235. oath certifying the conditions and circumstances of the emergency,
236. and (ii) a certified copy of the appropriate minutes of the board
237. of such agency, if applicable.

238. (k) If the governing authority, or the governing
239. authority acting through its designee, shall determine that an
240. emergency exists in regard to the purchase of any commodities or
241. repair contracts, so that the delay incident to giving opportunity
242. for competitive bidding would be detrimental to the interest of
243. the governing authority, then the provisions herein for
244. competitive bidding shall not apply and any officer or agent of
245. such governing authority having general or special authority
246. therefor in making such purchase or repair shall approve the bill
247. presented therefor, and he shall certify in writing thereon from
248. whom such purchase was made, or with whom such a repair contract
249. was made. At the board meeting next following the emergency
250. purchase or repair contract, documentation of the purchase or
251. repair contract, including a description of the commodity
252. purchased, the price thereof and the nature of the emergency shall
253. be presented to the board and shall be placed on the minutes of
254. the board of such governing authority.

255. (1) The commissioners or board of trustees of any
256. hospital owned or owned and operated separately or jointly by one
257. or more counties, cities, towns, supervisors districts or election
258. districts, or combinations thereof, may contract with such lowest
259. and best bidder for the purchase or lease of any commodity under a
260. contract of purchase or lease-purchase agreement whose obligatory
261. terms do not exceed five (5) years. In addition to the authority
262. granted herein, the commissioners or board of trustees are
263. authorized to enter into contracts for the lease of equipment or
264. services, or both, which it considers necessary for the proper
265. care of patients if, in its opinion, it is not financially
266. feasible to purchase the necessary equipment or services. Any
267. such contract for the lease of equipment or services executed by
268. the commissioners or board shall not exceed a maximum of five (5)
269. years' duration and shall include a cancellation clause based on
270. unavailability of funds. If such cancellation clause is
271. exercised, there shall be no further liability on the part of the
272. lessee.

273. (m) Excepted from bid requirements are:

274. (i) Purchasing agreements, contracts and maximum
275. price regulations executed or approved by the Department of
276. Finance and Administration;

277. (ii) Repairs to equipment, when such repairs are
278. made by repair facilities in the private sector; however, engines,
279. transmissions, rear axles and/or other such components shall not
280. be included in this exemption when replaced as a complete unit
281. instead of being repaired and the need for such total component
282. replacement is known before disassembly of the component;
283. provided, however, that invoices identifying the equipment,
284. specific repairs made, parts identified by number and name,
285. supplies used in such repairs, and the number of hours of labor
286. and costs therefor shall be required for the payment for such
287. repairs;

288. (iii) Purchases of parts for repairs to equipment,
289. when such repairs are made by personnel of the agency or governing
290. authority; however, entire assemblies, such as engines or
291. transmissions, shall not be included in this exemption when the
292. entire assembly is being replaced instead of being repaired;

293. (iv) Raw unprocessed deposits of gravel or fill
294. dirt which are to be removed and transported by the purchaser;
295. provided, however, that the price thereof shall not exceed the
296. lowest price to the general public, or the price listed with the
297. Department of Finance and Administration, whichever is lower;

298. (v) Motor vehicles or other equipment purchased
299. from an agency or governing authority at a public auction held for
300. the purpose of disposing of such vehicles or other equipment;

301. (vi) Purchases by governing authorities of
302. machinery, equipment or motor vehicles when such purchases are
303. made by a private treaty agreement or through means of
304. negotiation, from any federal agency or authority, another
305. governing authority or state agency of the State of Mississippi,
306. or any state agency of another state adjacent to the State of
307. Mississippi, provided that the price agreed upon does not exceed
308. the price listed in the Nielsen/Data Quest publication, applicable
309. to the equipment being purchased. Nothing in this section shall
310. permit such purchases through public auction except as provided
311. for in paragraph (v) of this section;

312. (vii) Perishable supplies or foods purchased for
313. use in connection with hospitals, the school lunch programs,
314. homemaking programs and for the feeding of county or municipal
315. prisoners;

316. (viii) Noncompetitive items available from one (1)
317. source only;

318. (ix) Construction of incinerators and other
319. facilities for disposal of solid wastes in which products either

320. generated therein, such as steam, or recovered therefrom, such as
321. materials for recycling, are to be sold or otherwise disposed of;
322. provided, however, in constructing such facilities a governing
323. authority or agency shall publicly issue requests for proposals,
324. advertised for in the same manner as provided herein for seeking
325. bids for public construction projects, concerning the design,
326. construction, ownership, operation and/or maintenance of such
327. facilities, wherein such requests for proposals when issued shall
328. contain terms and conditions relating to price, financial
329. responsibility, technology, environmental compatibility, legal
330. responsibilities and such other matters as are determined by the
331. governing authority or agency to be appropriate for inclusion; and
332. after responses to the request for proposals have been duly
333. received, the governing authority or agency may select the most
334. qualified proposal or proposals on the basis of price, technology
335. and other relevant factors and from such proposals, but not
336. limited to the terms thereof, negotiate and enter contracts with
337. one or more of the persons or firms submitting proposals;

338. (x) Supplies and equipment purchased by hospitals
339. through group purchase programs pursuant to Section 31-7-38;

340. (xi) Purchases of data processing equipment made
341. by governing authorities under the provisions of purchase
342. agreements, contracts or maximum price regulations executed or
343. approved by the State Central Data Processing Authority;

344. (xii) Energy efficiency services and equipment
345. acquired by school districts, junior colleges, institutions of
346. higher learning, and state agencies on a shared-savings, lease or
347. lease-purchase basis pursuant to Section 31-7-14;

348. (xiii) Purchases of contracts for fire insurance,
349. automobile insurance, casualty insurance and liability insurance
350. by governing authorities;

351. (xiv) Purchases of coal and/or natural gas by
352. municipally-owned electric power generating systems that have the
353. capacity to use both coal and natural gas for the generation of
354. electric power;

355. (xv) Purchases by libraries or for libraries of
356. books and periodicals; processed film, video cassette tapes,
357. filmstrips and slides; recorded audio tapes, cassettes and
358. diskettes; and any such items as would be used for teaching,
359. research or other information distribution; however, equipment
360. such as projectors, recorders, audio or video equipment, and
361. monitor televisions are not exempt under this paragraph;

362. (xvi) Purchases of unmarked vehicles when such
363. purchases are made in accordance with purchasing regulations
364. adopted by the Department of Finance and Administration pursuant
365. to Section 31-7-9(2);

366. (xvii) Sales, transfers or trades of any personal
367. property between governing authorities within a county or any such
368. transaction involving governing authorities of two (2) or more
369. counties;

370. (xviii) Purchases of ballots printed pursuant to
371. Section 23-15-351;

372. (xix) From and after July 1, 1990, contracts by
373. Mississippi Authority for Educational Television with any private
374. educational institution or private nonprofit organization whose
375. purposes are educational in regard to the construction, purchase,
376. lease or lease-purchase of facilities and equipment and the
377. employment of personnel for providing multi-channel interactive
378. video systems (ITSF) in the school districts of this state;

379. (xx) From and after January 1, 1991, purchases
380. made by state agencies involving any item that is manufactured,
381. processed, grown or produced from the state's prison industries;

382. (xxi) Purchases of surveillance equipment or any
383. other high-tech equipment to be used by narcotics agents in
384. undercover operations, provided that any such purchase shall be in
385. compliance with regulations established by the Department of
386. Finance and Administration.

387. In connection with the purchase of noncompetitive items only
388. available from one (1) source, a certification of the conditions
389. and circumstances requiring the purchase shall be filed by the
390. agency with the Department of Finance and Administration and by
391. the governing authority with the board of the governing authority.
392. Upon receipt of such certification the Department of Finance and
393. Administration or the board of the governing authority, as the
394. case may be, may, in writing, authorize the purchase, which
395. authority shall be noted on the minutes of the body at the next
396. regular meeting thereafter. In such situations, a governing
397. authority is not required to obtain the approval of the Department
398. of Finance and Administration.

399. (n) (i) All contracts for the purchase of commodities
400. and equipment may be let for periods of not more than twenty-four
401. (24) months in advance, subject to applicable statutory provisions
402. prohibiting the letting of contracts during specified periods near
403. the end of terms of office.

404. (ii) All purchases made by governing authorities,
405. including purchases made pursuant to the provisions of
406. subparagraph (i) of this paragraph (n), may be made upon one (1)
407. purchase order issued per month to each individual vendor prior to
408. delivery of such commodities provided that each individual
409. delivery, load or shipment purchased is properly requisitioned and
410. is properly received and receipted by signed ticket, receipt or
411. invoice, indicating thereon the point of delivery, and provided
412. that, with respect to counties, such commodities are properly

413. accounted for by the receiving clerk or an assistant receiving
414. clerk as provided by Section 31-7-109. Such purchase order shall
415. be invalid on the first calendar day of the month immediately
416. following the month in which it was issued. Purchases in such
417. month immediately following may be made only if a purchase order
418. is issued for such month. Each monthly purchase order shall be
419. retained in the records of the governing authority. Agencies may
420. make purchases as authorized under this subparagraph (ii) in
421. accordance with such regulations, policies and procedures as are
422. promulgated by the Department of Finance and Administration.

423. (o) No contract or purchase as herein authorized shall
424. be made for the purpose of circumventing the provisions of this
425. section requiring competitive bids, nor shall it be lawful for any
426. person or concern to submit individual invoices for amounts within
427. those authorized for a contract or purchase where the actual value
428. of the contract or commodity purchased exceeds the authorized
429. amount and the invoices therefor are split so as to appear to be
430. authorized as purchases for which competitive bids are not
431. required. Submission of such invoices shall constitute a
432. misdemeanor punishable by a fine of not less than Five Hundred
433. Dollars (\$500.00) nor more than One Thousand Dollars (\$1,000.00),
434. or by imprisonment for thirty (30) days in the county jail, or
435. both such fine and imprisonment. In addition, the claim or claims
436. submitted shall be forfeited.

437. (p) When in response to a proper advertisement
438. therefor, no bid firm as to price is submitted to an electric
439. utility for power transformers, distribution transformers, power
440. breakers, reclosers or other article containing a petroleum
441. product, the electric utility may accept the lowest and best bid
442. therefor although the price is not firm.

443. (q) The prohibitions and restrictions set forth in
444. Sections 19-11-27, 21-35-27 and 31-7-49 shall not apply to a

445. contract, lease or lease-purchase agreement entered pursuant to
446. the requirements of this chapter.

447. (r) For the purposes of this section, the term
448. "purchase" shall mean the total amount of money encumbered by a
449. single purchase order.

450. (s) Notwithstanding any provision of this section to
451. the contrary, any agency or governing authority, by order placed
452. on its minutes, may, in its discretion, set aside not more than
453. twenty percent (20%) of its anticipated annual expenditures for
454. the purchase of commodities from minority businesses; however, all
455. such set-aside purchases shall comply with all purchasing
456. regulations promulgated by the Department of Finance and
457. Administration and shall be subject to bid requirements under this
458. section. Set-aside purchases for which competitive bids are
459. required shall be made from the lowest and best minority business
460. bidder. For the purposes of this paragraph, the term "minority
461. business" means a business which is owned by a majority of persons
462. who are United States citizens or permanent resident aliens (as
463. defined by the Immigration and Naturalization Service) of the
464. United States, and who are Asian, Black, Hispanic or Native
465. American, according to the following definitions:

466. (i) "Asian" means persons having origins in any of
467. the original people of the Far East, Southeast Asia, the Indian
468. subcontinent, or the Pacific Islands.

469. (ii) "Black" means persons having origins in any
470. black racial group of Africa.

471. (iii) "Hispanic" means persons of Spanish or
472. Portuguese culture with origins in Mexico, South or Central
473. America, or the Caribbean Islands, regardless of race.

474. (iv) "Native American" means persons having
475. origins in any of the original people of North America, including
476. American Indians, Eskimos and Aleuts.

477. (t) Nothing in this section shall be construed as
478. authorizing any purchase not authorized by law.
479. SECTION 2. This act shall take effect and be in force from
480. and after July 1, 1991.

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ST: Change certain bid requirements under
Public Purchasing Laws.

§ 31-7-1

PUBLIC BUSINESS, BONDS, ETC.

31-7-65. Governmental purchases of foreign beef; commissioner of agriculture and commerce to give notice.

31-7-67 through 31-7-71. [Repealed].

31-7-73. Authority of state agencies to contract for energy efficiency services.

§ 31-7-1. Definitions.

The following terms are defined for the purposes of this chapter to have the following meanings:

- (a) "Agency" shall mean any state board, commission, committee, council, university, department or unit thereof created by the Constitution or statutes if such board, commission, committee, council, university, department, unit or the head thereof is authorized to appoint subordinate staff by the Constitution or statute, except a legislative or judicial board, commission, committee, council, department or unit thereof.
- (b) "Governing authority" shall mean boards of supervisors, governing boards of all school districts, all boards of directors of public water supply districts, boards of directors of master public water supply districts, municipal public utility commissions, governing authorities of all municipalities, port authorities, commissioners and boards of trustees of any public hospitals, boards of trustees of public library systems, district attorneys, school attendance officers and any political subdivision of the state supported wholly or in part by public funds of the state or political subdivisions thereof, including commissions, boards and agencies created or operated under the authority of any county or municipality of this state. The term "governing authority" shall not include economic development authorities supported in part by private funds.
- (c) "Purchasing agent" shall mean any administrator, superintendent, purchase clerk or other chief officer so designated having general or special authority to negotiate for and make private contract for or purchase for any governing authority.
- (d) "Public funds" shall mean and include any appropriated funds, special funds, fees or any other emoluments received by an agency or governing authority.
- (e) The word "commodities" shall mean and include the various commodities, goods, merchandise, furniture, equipment, automotive equipment of every kind, and other personal property purchased by the agencies of the state and governing authorities, but not commodities purchased for resale.
- (f) The term "Office of General Services" shall mean the Department of Finance and Administration. Provided that when purchases are made for the Legislature or functions under its jurisdiction, it shall mean the Legislative Budget Office.
- (g) The term "equipment" shall be construed to include: automobiles, trucks, tractors, office appliances and all other equipment of every kind and description.

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