ADJOURNED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 15, 1990 - 7 P.M.
A. E. WOOD MEMORIAL LIBRARY

The Mayor and Board of Aldermen of the City of Clinton met in Adjourned Meeting at 7 P.M., at the A. E. Wood Memorial Library, 111 Clinton Boulevard, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of May 1, 1990, as found on Page 676 of this Minute Book T.

WELCOME AND CALL TO ORDER - Mayor Billy Ray Smith

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Reverend Robert Shelton, Clinton Church of Christ followed by the Pledge of Allegiance to the Flag led by Alderman Willard Ryan.

ROLL CALL - City Clerk Julia M. Todd

Present - Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ronnie Chappell - Alderman Ward 3
Jean Johnson - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Billy Ray Smith - Presiding

City Attorney William E. Spell
City Clerk Julia M. Todd

Absent - Keith Montgomery - Alderman Ward 4 - Serving Active Duty U. S. Army Reserves at Ft. McClellan, Alabama
City Engineer Terry Anderson

APPROVAL OF CONSENT AGENDA ITEMS A-D:

A. $516.00 to Clinton Body Shop, Inc., for repair of damaged body (C-9, 1986 GMC assigned to W. E. Robinson) - accident at job site (Public Works)
B. $511.31 to Central Pipe Supply, Inc., - repair parts for Badger meters (City standard meter to be used by meter reading crew) (Public Works)
C. Correction on following vehicle declared surplus at May 1, 1990 meeting and authority to sell: Board approved 1988 Chevrolet VIN #7431; should be 1988 Chevrolet VIN#6743 (Police Department)
D. $766.58 to Blain Sand and Gravel, Inc., for clay gravel to gravel drive leading to the lift station at end of Royal Oak Drive (Public Works)

MOTION made by Alderman Johnson and SECONDED by Alderman Lott to approve Consent Agenda Items A-D as listed above. MOTION CARRIED UNANIMOUSLY.

HYDROSTATIC DRIVE COMPACTOR BIDS REJECTED AND AUTHORIZATION TO RE-ADVERTISE

Noting that this is the second advertisement for sealed bids for a hydrostatic drive compactor with Proof of Publication found on Page 698 of this Minute Book T and that the two bids received and opened in the Office of the Mayor on May 11, 1990, did not meet the specifications, MOTION made by Alderman Valente and SECONDED by Alderman Lott to reject said bids received and authorize re-advertisement in the Clarion Ledger. MOTION CARRIED UNANIMOUSLY.

AMENDMENT TO CITY OF CLINTON 1989-90 BUDGET WITH ADDITION TO FIRE AND POLICE DEPARTMENTS FOR HEPATITIS B INNOCULATIONS

MOTION made by Alderman Johnson and SECONDED by Alderman Valente to amend the 1989-90 City of Clinton Budget as presented with the addition of $2,400.00 each to the Fire and Police Budgets for Hepatitis B vaccinations. MOTION CARRIED UNANIMOUSLY. Said innoculations are to be given by Hinds General Hospital at a total cost of $120.00 each for approximately 60 fire/police personnel totaling approximately $7,200.00 divided equally at 3,600.00 per department. Hinds General Hospital has agreed to charge only 2/3 of the cost during this budget year totaling approximately $2,400.00 per department with the remaining 1/3 cost to be paid during the next fiscal year. Copy of said Amended Budget may be found on Pages 699-708 of this Minute Book T. Proof of Publication of Budgets approved exceeding 10% may be found on Page 709 of this Minute Book T.

LEASE AGREEMENT FOR MUNICIPAL COURT FACILITY AT 200 JEFFERSON STREET

MOTION made by Alderman Chappell and SECONDED by Alderman Johnson to enter into that lease agreement found on Pages 710-713 of this Minute Book T with James D. Riley, Jr., for a period of two years for at a total sum of $10,800.00 divided into equal monthly payments of $450.00 per month. MOTION CARRIED UNANIMOUSLY. Said lease is for the new court facility at 200 Jefferson Street. City Attorney Spell thanked the Mayor and Board for the opportunity to hold court in an appropriate court facility.

LEASE AGREEMENT FOR ECONOMIC DEVELOPMENT BUILDING AT 201 CLINTON BLVD.

MOTION made by Alderman Chappell and SECONDED by Alderman Valente to enter into that lease agreement found on Pages 714-715 of this Minute Book T with Ed McDonald for the building located at 201 Clinton Blvd., for a period of 24 consecutive months at a total cost of $400.00 per month. MOTION CARRIED UNANIMOUSLY. Said building is to be used as the the Economic Development Building and part of said building will be sub-leased to the Chamber of Commerce.

SUB-LEASE AGREEMENT WITH CHAMBER OF COMMERCE FOR OFFICE SPACE AT 201 CLINTON BOULEVARD

MOTION made by Alderman Valente and SECONDED by Alderman Chappell to enter into that agreement found on Pages 716-717 of this Minute Book T with the Chamber of Commerce to sub-lease a portion of the building at 201 Clinton Boulevard for office space at a total sum of $100.00 per month, with City paying all utilities and use of conference room equally shared between City and Chamber. MOTION CARRIED UNANIMOUSLY.

AUTHORITY GRANTED TO RE-WORK CYNTHIA ROAD WELL

Upon request of Public Works Director Alderman to pull the Cynthia Road Well, replacing bearings from top to bottom at an approximate cost of $8-10,000.00, MOTION made by Alderman Chappell and SECONDED by Alderman Ryan authorizing Public Works Director Alderman to re-work the Cynthia Road Well. MOTION CARRIED UNANIMOUSLY. It was noted that down-time on well would be approximately 10-15 days and that this item is a sole-source obtainable only from supplier Layne Central.

GARBAGE SUIT DISCUSSION

MOTION made by Alderman Valente and SECONDED by Alderman Chappell to lift that litigation matter of Goff, Goff, King and Morris regarding settlement of garbage suit off the Table (said matter having been tabled at the May 1, 1990 meeting) for further discussion. MOTION CARRIED

UNANIMOUSLY.

Alderman Valente then MOVED to reject the settlement agreement proposed and then realizing that the other Aldermen not having a copy of said settlement offer in hand and having time to review withdrew his motion.

Because all of the Aldermen had not had a chance to thoroughly review said agreement, MOTION made by Alderman Chappell and SECONDED by Alderman Ryan to table said matter again. MOTION CARRIED UNANIMOUSLY. It was noted that this Board has not accepted or rejected said proposal but merely tabled until the next Board Meeting.

COUNTRYWOOD AND OLDE VINEYARD SUBDIVISIONS TO BEGIN RECYCLING PILOT PROGRAM

It was noted that under the direction of Charlotte McCart on the Chamber Beautification Committee that Countrywood Homeowners Association and Olde Vineyard Subdivision have offered their subdivisions to begin a recycling pilot program through BFI beginning July 1, 1990, to recycle at the curb aluminum, glass, plastic and newspaper. BFI has agreed to provide this service at no charge to these residents who will receive one recycling pick-up per week with 1/2 of the proceeds being returned to the City of Clinton. Alderman Valente will bring back to the next meeting the specific proposal submitted by BFI representative Jim McNaughton.

AUTHORIZATION FOR NATIONAL REGISTRY FOR 3 EMT'S

MOTION made by Alderman Chappell and SECONDED by Alderman Lott authorizing $90.00 to be paid to the MS State Board of Health for National Registry Fee for 3 EMT's at $30.00 each. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT - 8:15 P.M.

MOTION made by Alderman Chappell and SECONDED by Alderman Lott to adjourn. MOTION CARRIED UNANIMOUSLY.

Agenda may be found on Page 718 of this Minute Book T.

APPROVED: Billy R Smith — 5-18-90
Billy Ray Smith, Mayor — Date

ATTEST: Julia M. Todd — 5-18-90
Julia M. Todd, City Clerk — Date

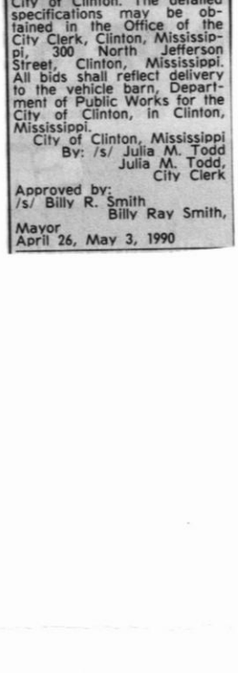
SEAL

PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI

HINDS COUNTY

PASTE PROOF HERE



204 Bid Notices

ADVERTISEMENT
FOR BIDS

Sealed bids for the purchase of a 20 H.P., gas, hydrostatic drive, compactor will be received by the Mayor and Board of Aldermen, 300 Jefferson Street, Clinton, Mississippi, in the Mayor's office, Clinton, Mississippi, until 10:00 A.M. local time on May 11, 1990, and immediately thereafter will be opened and publicly read. The purchasing agency is the City of Clinton. The detailed specifications may be obtained in the Office of the City Clerk, Clinton, Mississippi, 300 North Jefferson Street, Clinton, Mississippi. All bids shall reflect delivery to the vehicle barn, Department of Public Works for the City of Clinton, in Clinton, Mississippi.

City of Clinton, Mississippi
By: /s/ Julia M. Todd
Julia M. Todd,
City Clerk

Approved by:
/s/ Billy R. Smith
Billy Ray Smith,
Mayor
April 26, May 3, 1990

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 April 26, 1990

Date May 3, 1990

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 35

Published 2 Times

Total $ 19.20

Signed Kimberly Allday
Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 3rd day of May 1990.

Marie Mills
Notary Public

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

(Seal)

AMENDMENT TO THE AMENDED 1989-90 BUDGET (5/90)

MUNICIPAL BUDGET

BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ended September 30, 1990

	AMENDED BUDGET	AMENDMENT	AMENDMENT TO AMENDED BUDGET
GENERAL FUND			
REVENUES			
Licenses & Permits	$ 375,670.00		$ 375,670.00
Inter-Governmental Revenues:			
State Shared Revenues	1,527,623.00		1,527,623.00
Charges for Services:			
Public Safety	5,550.00		5,550.00
Sanitation	270,000.00		270,000.00
Health	30,050.00		30,050.00
Fines & Forfeits	116,500.00		116,500.00
Miscellaneous	175,000.00		175,000.00
Other Financing Sources	-		-
Total from All Sources Other Than Taxation	$ 2,500,393.00	-	$ 2,500,393.00
Balance at Beginning of Year	1,572,574.00		1,572,574.00
Total Revenue from Sources Other Than Taxation	$ 4,072,967.00		$ 4,072,967.00
Amount Necessary to be Raised By Tax Levy	1,866,926.00		1,866,926.00
Total Available Cash and Anticipated Revenue from All Sources	$ 5,939,893.00	-	$ 5,939,893.00
EXPENDITURES			
General Government:			
Financial Administration:			
Personal Services	$ 329,195.00	+ 30,000	$ 359,195.00
Supplies	16,873.00		16,873.00
Other Services & Charges	83,208.00	+ 3,750	86,958.00
Capital Outlay	105,250.00		105,250.00
Debt Service	-		-
Total Administration	$ 534,526.00	33,750	$ 568,276.00
Planning & Zoning:			
Other Services & Charges	$ 37,485.00		$ 37,485.00
Total General Government	$ 572,011.00		$ 605,761.00

GENERAL FUND - Cont'd
EXPENDITURES - Cont'd

Public Safety:	AMENDED BUDGET	AMENDMENT	AMENDMENT TO AMENDED BUDGET
Police:			
Personal Services	$ 999,917.00		$ 999,917.00
Supplies	73,850.00	+ 1,445	75,295.00
Other Services & Charges	94,950.00	+ 14,747	109,697.00
Capital Outlay	178,795.00	+ 173,208	352,003.00
Debt Service	-		-
Total Police	$ 1,347,512.00	189,400	$ 1,536,912.00
Fire:			
Personal Services	$ 927,898.00		$ 927,898.00
Supplies	47,711.00		47,711.00
Other Services & Charges	86,150.00	+ 2,400	88,550.00
Capital Outlay	229,056.00	+ 6,300	235,356.00
Debt Service	18,046.00		18,046.00
Emergency Medical Services	17,400.00		17,400.00
Total Fire	$ 1,326,261.00	8,700	$ 1,334,961.00
Total Public Safety	$ 2,673,773.00		$ 2,871,873.00
Public Works:			
Inspection:			
Personal Services	$ 34,667.00		$ 34,667.00
Supplies -	400.00		400.00
Other Services & Charges	11,084.00		11,084.00
Capital Outlay	4,000.00		4,000.00
Total Inspection	$ 50,151.00		$ 50,151.00
Street:			
Personal Services	$ 249,770.00		$ 249,770.00
Supplies	621,550.00		621,550.00
Other Services & Charges	158,940.00	+ 20,000	178,940.00
Capital Outlay	429,246.00		429,246.00
Total Street	$ 1,459,506.00	20,000	$ 1,479,506.00
Sanitation:			
Other Services & Charges	$ 344,862.00		$ 344,862.00
Total Public Works	$ 1,854,519.00		$ 1,874,519.00

GENERAL FUND - Cont'd
EXPENDITURES - Cont'd

Culture & Recreation:	AMENDED BUDGET	AMENDMENT	AMENDMENT TO AMENDED BUDGET
Library:			
Personal Services	$ 11,604.00		$ 11,604.00
Supplies	2,400.00	+ 12,000	14,400.00
Other Services & Charges	4,925.00		4,925.00
Capital Outlay	21,147.00	- 12,000	9,147.00
Total Library	$ 40,076.00	-	$ 40,076.00
Total Culture & Recreation	$ 40,076.00		$ 40,076.00
Miscellaneous:			
Transfer to Parks & Recreation Operation Fund	$ 83,688.00	+ 7,000	$ 90,688.00
Other Services & Charges	21,710.00		21,710.00
Total Miscellaneous	$ 105,398.00	7,000	$ 112,398.00
Total General Fund Expenditures	$ 5,245,777.00		$ 5,504,627.00
***Balance at End of Year**	694,116.00	- 258,850	435,266.00
Total Expenditures And Year End Balance	$ 5,939,893.00	-	$ 5,939,893.00

* This is either your fund balance (Modified accrual) or cash balance (Cash Basis).

AMENDMENT
TO THE
AMENDED 1989-90
BUDGET (5/90)

DEBT SERVICE FUND

For the Year Ending SEPTEMBER 30, 1990

CLINTON, Mississippi

REVENUES

Balance at Beginning of Year	$ 40,000.00
Amount Necessary to be Raised by Tax Levy	-
Total Available Cash and Anticipated Revenue from All Sources	$ 40,000.00

EXPENDITURES

General Issues:	
Bonds Redeemed	$ 2,000.00
Interest on Bonds	910.00
Cash Available after Payment of Bond Issue	37,090.00
Total Expenditures	$ 40,000.00

AMENDMENT TO
THE
AMENDED
1989-90 BUDGET
(5/90)

PARKS AND RECREATION OPERATION FUND

For the Year Ending SEPTEMBER 30, 1990

CLINTON , Mississippi

REVENUES	AMENDED BUDGET	AMENDMENT	AMENDMENT TO AMENDED BUDGET
Transfer from Water & Sewer Fund	$ -		$ -
Transfer from General Fund	83,688.00	+ 7,000	90,688.00
Other	3,500.00	+ 1,000	4,500.00
Total from All Sources Other Than Taxation	$ 87,188.00	8,000	$ 95,188.00
Balance at Beginning of Year	-		-
Total Revenue from Sources Other Than Taxation	$ 87,188.00	8,000	$ 95,188.00
Amount Necessary to be Raised by Tax Levy	156,500.00		156,500.00
Total Available Cash and Anticipated Revenue from all Sources	$ 243,688.00	8,000	$ 251,688.00

EXPENDITURES			
Personal Services	$ 112,876.00		$ 112,876.00
Supplies	24,289.00		24,289.00
Other Services and Charges	92,201.00	+ 1,000	93,201.00
Capital Outlay	-	+ 7,000	7,000.00
Debt Service	14,322.00		14,322.00
Total Expenditures	$ 243,688.00	8,000	$ 251,688.00

AMENDMENT
TO THE
AMENDED 1989-90
BUDGET (5/90)

FIREMEN & POLICEMEN DISABILITY AND RELIEF FUND

For the Year Ending SEPTEMBER 30, 1990

CLINTON, Mississippi

REVENUES

Amount Necessary to be Raised by Tax Levy	$ 117,375.00
Total Available Cash and Anticipated Revenue from All Sources	$ 117,375.00

EXPENDITURES

Contribution to State Administered Retirement Fund	$ 117,375.00
Total Expenditures	$ 117,375.00

AMENDMENT
TO THE
AMENDED 1989-90
BUDGET
(5/90)

BOND AND INTEREST FUND
CLINTON PUBLIC SCHOOL DISTRICT

For the Year Ending SEPTEMBER 30, 1990

CLINTON, Mississippi

REVENUES

Receipts from Jackson Public School District	$ 36,000.00
Amount Necessary to be Raised by Tax Levy	597,026.00
Total Available Cash and Anticipated Revenue from All Sources	$ 633,026.00

EXPENDITURES

General Issues:	
Bonds Redeemed	$ 245,000.00
Interest on Bonds	388,026.00
Total Expenditures	$ 633,026.00

AMENDMENT
TO THE
AMENDED 1989-90
BUDGET
(5/90)

CAPITAL PROJECTS-CDBG FUND

For the Year Ending SEPTEMBER 30, 1990

CLINTON, Mississippi

REVENUES

State Grant-CDBG	$ 13,706.00
Matching Funds From YPAAC	13,706.00
Total from All Sources Other Than Taxation	$ 27,412.00
Balance at Beginning of Year	-
Total Revenue from Sources Other than Taxation	27,412.00
Total Available Cash and Anticipated Revenue from All Sources	$ 27,412.00

EXPENDITURES

Administrative	$ 5,482.00
Legal	-
Engineering	-
Construction	21,930.00
Total Expenditures	$ 27,412.00

AMENDMENT
TO THE
AMENDED 1989-90
BUDGET
(5/90)

UNEMPLOYMENT COMPENSATION
REVOLVING FUND

For the Year Ending SEPTEMBER 30, 1990

CLINTON, Mississippi

REVENUES

Balance at Beginning of Year	$ 13,000.00
Operating Transfers In	3,000.00
Total Available Fund Balance and Anticipated Revenue	$ 16,000.00

EXPENDITURES

Unemployment Claims	$ 3,000.00
Total Fund Balance at End of Year	$ 13,000.00
Total Expenditures	$ 16,000.00

AMENDMENT TO THE AMENDED 1989-90 BUDGET (5/90)

WATER AND SEWER FUND

For the Year Ending SEPTEMBER 30, 1990

CLINTON, Mississippi

	AMENDED BUDGET	AMENDMENT	AMENDMENT TO AMENDED BUDGET
REVENUES			
Water Sales	$ 1,450,000.00		$ 1,450,000.00
Fees and Service Charges	804,000.00		804,000.00
Water Tap Materials & Labor	6,000.00		6,000.00
Sewer Tap Materials & Labor	2,000.00		2,000.00
Water Line Installation Materials & Labor	2,150.00		2,150.00
Meter Installation Materials & Labor	9,000.00		9,000.00
Interest	120,000.00		120,000.00
Other	16,000.00		16,000.00
Total from All Sources Other Than Taxation	$ 2,409,150.00	-	$ 2,409,150.00
Balance at Beginning of Year	1,825,125.00*		1,825,125.00*
Total Revenue from Sources Other Than Taxation	$ 4,234,275.00	-	$ 4,234,275.00
Total Available Cash and Anticipated Revenue from All Sources	$ 4,234,275.00	-	$ 4,234,275.00
EXPENDITURES			
Personal Services	$ 555,939.00		$ 555,939.00
Supplies	202,100.00		202,100.00
Other Services & Charges	1,280,111.00	+ 170,000	1,450,111.00
Capital Outlay	1,286,125.00*		1,286,125.00*
Total Expenditures	$ 3,324,275.00	170,000	$ 3,494,275.00
Balance at End of Year	910,000.00	- 170,000	740,000.00
Total Expenditures & Year End Balance	$ 4,234,275.00	-	$ 4,234,275.00

*INCLUDES $ 1,285,125 BALANCE OF $ 1.6 MILLION SANITARY SEWER BOND ISSUE FOR LAGOON IMPROVEMENTS - AMOUNT IS TO BE SPENT FOR THIS PURPOSE ONLY --

PASTE AD HERE

110 Clinton legals | 110 Clinton legals | 110 Clinton legals

AMENDMENT OF THE FISCAL YEAR 1989-90 CITY OF CLINTON BUDGETS

ON MOTION BY ALDERMAN JEAN JOHNSON, SECONDED BY ALDERMAN EDWARD VALENTE, AND CARRIED 6-0 WITH ALDERMAN KEITH MONTGOMERY BEING ABSENT AND NOT VOTING, THE FISCAL YEAR 1989-90 CITY OF CLINTON BUDGET APPROPRIATIONS WERE AMENDED.

THE PURPOSE OF SAID AMENDMENT TO THE CITY OF CLINTON 1989-90 BUDGETS WAS TO PROVIDE FOR A COMMUNITY DEVELOPMENT STUDY OF THE CITY OF CLINTON, EMPLOYMENT OF AN ECONOMIC DEVELOPMENT ADVISOR, PURCHASE OF LAND AND VARIOUS FEES FOR THE POLICE DEPARTMENT, AND VARIOUS FEES AND IMPROVEMENTS MADE TO FIRE STATIONS I AND III. THE PARKS AND RECREATION OPERATION FUND WAS AMENDED IN ORDER TO PROVIDE FOR EQUIPMENT AND IMPROVEMENTS AT TRACEWAY PARK.

AMENDED BUDGETS WERE PREPARED ON THE GENERAL FUND, PARKS AND RECREATION OPERATION FUND, AND THE WATER AND SEWER OPERATION AND MAINTENANCE FUND. NO CHANGES OCCURRED IN THE CITY OF CLINTON DEBT SERVICE FUND, FIREMEN & POLICEMEN DISABILITY AND RELIEF FUND, BOND AND INTEREST FUND - CPSD, UNEMPLOYMENT COMPENSATION REVOLVING FUND, AND CAPITAL PROJECTS - CDBG FUND.

Billy R Smith
MAYOR

ATTEST:

Julia M. Todd
CITY CLERK

SEAL

CERTIFICATE

I, JULIA M. TODD, THE UNDERSIGNED CITY CLERK OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE AMENDED 1989-90 BUDGETS ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON AT THE MEETING HELD ON TUESDAY, MAY 15, 1990.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE 17TH DAY OF

Supplies	47,711.00		47,711.00
Other Services & Charges	86,150.00	+ 2,400	88,550.00
Capital Outlay	229,056.00	+ 6,300	235,356.00
Debt Service	18,046.00		18,046.00
Emergency Medical Services	17,400.00		17,400.00
Total Fire	$ 1,326,261.00	8,700	$ 1,334,961.00
Total Public Safety	$ 2,673,773.00		$ 2,871,873.00
Public Works:			
Inspection:			
Personal Services	$ 34,667.00		$ 34,667.00
Supplies -	400.00		400.00
Other Services & Charges	11,084.00		11,084.00
Capital Outlay	4,000.00		4,000.00
Total Inspection	$ 50,151.00		$ 50,151.00
Street:			
Personal Services	$ 249,770.00		$ 249,770.00
Supplies	621,550.00		621,550.00
Other Services & Charges	158,940.00	+ 20,000	178,940.00
Capital Outlay	429,246.00		429,246.00
Total Street	$ 1,459,506.00	20,000	$ 1,479,506.00
Sanitation:			
Other Services & Charges	$ 344,862.00		$ 344,862.00
Total Public Works	$ 1,854,519.00		$ 1,874,519.00
Culture & Recreation:			
Library:	AMENDED BUDGET	AMENDMENT	AMENDMENT TO AMENDED BUDGET
Personal Services	$ 11,604.00		$ 11,604.00
Supplies	2,400.00	+ 12,000	14,400.00
Other Services & Charges	4,925.00		4,925.00
Capital Outlay	21,147.00	- 12,000	9,147.00
Total Library	$ 40,076.00	-	$ 40,076.00
Total Culture & Recreation	$ 40,076.00		$ 40,076.00
Miscellaneous:			
Transfer to Parks & Recreation Operation Fund	$ 83,688.00	+ 7,000	$ 90,688.00
Other Services & Charges	21,710.00		21,710.00
Total Miscellaneous	$ 105,398.00	7,000	$ 112,398.00
Total General Fund Expenditures	$ 5,245,777.00		$ 5,504,627.00
*Balance at End of Year	694,116.00	- 258,850	435,266.00
Total Expenditures And Year End Balance	$ 5,939,893.00	-	$ 5,939,893.00

* This is either your fund balance (Modified accrual) or cash balance (Cash Basis).

MAY 24, 1990

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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

Kimberly Allday,

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 May 24, 19 90

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

Date _____, 19 ____

nber of Lines 798

lished 1 Times

al $ 256.36

gned Kimberly Allday
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 24th day of May 19 90.

Marie Mills
Notary Public

My Commission Expires:

My Commission Expires Nov. 9, 1992

(Seal)

LEASE AGREEMENT

THIS LEASE, made in Clinton, State of Mississippi, effective on the 1st day of March, 1990, between JAMES D. RILEY, JR., Clinton, Hinds County, Mississippi, hereinafter referred to as "Lessor", and the CITY OF CLINTON, Clinton, Hinds County, Mississippi, hereinafter referred to as "Lessee".

W I T N E S S E T H :

Lessor, for and in consideration of the agreements of Lessee hereinafter mentioned, hereby leases and lets to Lessee, and Lessee hereby leases from Lessor, the premises in Hinds County, Clinton, Mississippi, described as follows:

200 Jefferson Street
Clinton, Mississippi 39056

This Lease is for a term of two (2) years, beginning on May 1, 1990, and ending on April 30, 1992, unless sooner terminated as hereinafter provided.

A. AGREEMENTS OF LESSEE:

Lessee, in consideration of said leasing, agrees:

1. To pay as rent for the premises the rental sum of Ten Thousand Eight Hundred and 00/100ths Dollars ($10,800.00) in equal monthly installmnts of Four Hundred Fifty and no/100ths Dollars ($450.00) per month, payable on the first day of each month for lease. The Lessor shall be entitled to repossess the premises and Lessee shall be liable for the full amount of rent stated in the terms of this agreement if payment becomes thirty (30) days overdue.

2. To pay all charges for lights, gas and water furnished to or supplied to all or any part of the leased premises.

3. To pay all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the agreements of the said Lease that a court determines should be paid by Lessee.

4. To use and occupy the premises for a city building and for no other object or purpose without written consent of Lessor, and not to use the premises for any unlawful purpose, or purposes deemed hazardous.

5. Not to assign this Lease or sublet the premises or any portion of the same without written consent of Lessor, which shall not be unreasonably withheld.

6. Lessee has examined and knows the condition of the premises which is leased hereby and has received the same in as is condition, except as herein otherwise specified, and no representations as to condition or repair thereof have been made to Lessee by Lessor, or their agents, prior to, or at the time of execution of this Lease and Agreement.

7. If Lessee shall abandon or vacate the leased premises, the same may be re-let and leased by Lessor for such rental amounts and on such terms as is reasonable; and if a sufficient sum shall not be thus realized thereby after paying all expenses of such re-letting and the collections made thereby to satisfy the rental provided for hereunder, Lessee covenants and agrees to satisfy and pay any and all deficiency a court determines should be paid.

8. At expiration of this Lease to give peaceable possession of the premises to the Lessor in as good condition as they are now situated, the usual wear and tear, inevitable accidents, natural disasters, and the loss by fire excepted.

9. This Lease may be terminated by the Lessor in the event of and the breach of any of the covenants and agreements made by Lessee herein as set out hereunder and contained, in which case Lessor may re-enter on the premises and immediately thereupon, this Lease shall terminate.

10. To observe and comply with all rules, regulations and laws now in effect or which may be enacted during the term or the continuance of this Lease, whether the same be by any municipal,

county, state or federal authoritiies having jurisdiction over the premises made the subject hereof, and to indemnify the Lessor for any damage caused by the breach or violation thereof.

11. Failure of the Lessor to insist on the strict performance of the terms, agreements and conditions herein contained, or any portion thereof, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to thereafter enforce any such term, agreement or condition, but the same shall continue in full force and effect.

12. Lessor shall not be liable for any damage to persons or property occurring or arising on the premises from any cause whatsoever.

13. Lessor shall not be responsible for any damage or vandalism which may occur to said premises during the term of Lease.

14. Lessor shall not be responsible for any loss or damages to Lessee's property in or around building due to any cause whatsoever, except for negligence on the part of Lessor.

15. If premises should be damaged or destroyed by fire, it is understood that this Lease shall become null and void at the opinion of Lessor or Lessee, and neither Lessor or Lessee shall be liable in any way to continue this Lease with Lessee.

B. AGREEMENTS OF LESSOR:

Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. Lessor agrees that the Lessee is to perform all maintenance, including heating units, cooling units, plumbing, lights, window and door glass, pipe, electric, structure and all other items necessary to operate said business, except for replacement of major components, including roof, air conditioning and heating system.

2. Lessee may make such alterations, additions, or improvements in such parts of the building as they may deem necessary for its purposes, provided, however, written consent of Lessor is

first obtained.

3. After two (2) years, monthly rent may be renegotiated between Lessor and Lessee, at which point if an amount cannot be agreed upon, Lessee shall have thirty (30) days to vacate property.

C. MUTUAL AGREEMENTS OF LESSOR AND LESSEE:

1. Notices and demands by either Lessor or Lessee may be given by registered mail with postage prepaid, addressed to Lessor at 104 Prospect Street, Clinton, Mississippi 39056, or Lessee at 300 Jefferson Street, Clinton, Mississippi 39056, subject to the right to either the Lessor or Lessee to designate by notice in writing at a new address to which said notices or demands must be sent.

2. All the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns, of respective parties hereto as if they were in all cases named.

3. Wherever the words "Lessor" or "Lessee" are used herein, they shall be read as "Lessors" and Lessees" in all cases where there is more than one (1) Lessor and/or Lessee and with necessary grammatical changes as if duly made herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR:

James D. Riley Jr.

JAMES D. RILEY, JR.

LESSEE: CITY OF CLINTON, MISSISSIPPI
BY:

Billy R. Smith

BILLY RAY SMITH, MAYOR

Attest:

Julia M. Todd 5-17-90

Julia M. Todd, City Clerk

LEASE AGREEMENT

Lease Agreement, by and between Ed McDonald, whose address is 508 Clinton Boulevard, Clinton, Mississippi, ("Lessor") and the City of Clinton, Mississippi, 300 Jefferson Street, Clinton, Mississippi ("Lessee").

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor office space in the "Ed McDonald Building" at 201 Clinton Boulevard in Clinton, Mississippi, more particularly described as the three (3) rooms on the east side of the building, together with use of the common areas and the restrooms serving the building.

The term of this Lease shall begin on March 1, 1990, and shall be for a period of twenty-four (24) consecutive months.

Lessee shall pay to Lessor rent in the amount of Four Hundred Dollars ($400) per month, in advance, payable on the tenth day of each month; provided, however, that rent for the months of March, April and May shall be paid on or before May 10, 1990.

Lessee will pay all utilities, except for water, which shall be paid by the Lessor. Lessee shall be responsible for sewerage blockage inside the building, and Lessor shall be responsible for sewerage blockage outside the building.

Lessor shall be responsible for maintenance of the air conditioning and heating system and the building roof.

Lessee shall have use of the sign previously used by McDonald Realty and Ed McDonald, and Lessee shall pay all energy costs for illuminating any outdoor signs.

Lessee may sublet and share the rented premises with other entities of its choice without the approval of Lessor.

THIS AGREEMENT entered into on this the 6th day of April 6, 1990.

Ed McDonald

Ed McDonald, Lessor

City of Clinton, Mississippi,
Lessee
By:

Billy R Smith
Billy Ray Smith, Mayor

Attest:

Julia M. Todd 5-17-90
Julia M. Todd, Clerk

Approved by Board of Aldermen 5-15-90

c

LEASE AGREEMENT

Lease Agreement, by and between the City of Clinton, Mississippi, 300 North Jefferson Street, Clinton, Mississippi, (Lessor), and the Clinton, Mississippi, Chamber of Commerce, 201 Clinton Boulevard, Clinton, Mississippi, (Lessee).

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor office space in the "Ed McDonald Building" at 201 Clinton Boulevard in Clinton, Mississippi, more particularly described as the one (1) room office at the entrance of a three (3)-room suite on the east side of the building.

The term of this Lease shall begin on March 1, 1990, and shall be for a period of twenty-four (24) consecutive months.

Lessee shall pay to Lessor rent in the amount of One Hundred Dollars ($100) per month, payable on the tenth day of each month.

Lessor will pay all utilities.

Lessee will have use of the conference room adjacent to the office, provided, however, that use of the conference room by Lessee shall not exceed fifty percent (50%) of the total hours between 8:00 A.M. and 8:00 P.M. of the total working days in any one (1) month, the intent being that the conference room shall be equally shared by the Lessor and Lessee. Scheduling of the use of the conference room shall be in accordance with procedures to be established by the Lessor.

THIS AGREEMENT entered into on this the 15th day of May, 1990.

City of Clinton, Mississippi
By:

Billy R Smith

Billy Ray Smith, Mayor

Attest:

Julia M. Todd

Julia M. Todd, City Clerk

Clinton Chamber of Commerce
By:

Terry Anderson, President

Attest:

(Secretary)

ADJOURNED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 15, 1990 - 7 P.M.
A. E. WOOD MEMORIAL LIBRARY
AGENDA

1. Welcome and Call to Order - Mayor Billy Ray Smith

2. Invocation - Rev. Robert Shelton, Clinton Church of Christ

3. Pledge of Allegiance to the Flag - Alderman Willard Ryan

5 X. Roll call - c/c Julia Todd
Approval of Consent Agenda Items A-D:

   A. $516.00 to Clinton Body Shop, Inc., for repair of damaged body (C-9, 1986 GMC assigned to W. E. Robinson) - accident at job site (Public Works)
   B. $511.31 to Central Pipe Supply, Inc., - repair parts for Badger meters (City standard meter to be used by meter reading crew) (Public Works)
   C. Correction on following vehicle declared surplus at May 1, 1990 meeting and authority to sell: Board approved 1988 Chevrolet VIN #7431; should be 1988 Chevrolet VIN#6743 (Police Department)
   D. $766.58 to Blain Sand and Gravel, Inc., for clay gravel to gravel drive leading to the lift station at end of Royal Oak Drive (Public Works)

6. Bid Recommendation - properly advertised for sealed bids for the purchase of a 20 H.P., gas, hydrostatic drive compactor (Public Works)

7. Emergency Replacement of equipment stolen 5-6-90 - (Parks & Recreation)

8. Lease Agreements - Municipal Court Facility Building and Economic Development Building

9. Amendments to City of Clinton 1989-90 Budgets

10. Other Business

11. Motion to Adjourn.

GOVERNING BODY

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 Engineer Terry Anderson
City Clerk Julia M. Todd