

WELCOME AND CALL TO ORDER Mayor Phil Fisher

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderwoman Oliver. The Pledge of Allegiance was led by Mayor Fisher.

ROLL CALL City Clerk, Jimmy Baldree

Alderwoman Garrett was absent. All other members were present.

RECOGNITIONS

There were no recognitions

APPROVAL OF CONSENT AGENDA ITEMS A – HH WITH B REMOVED

Upon <u>MOTION</u> made by Alderman Wilbanks and <u>SECONDED</u> by Alderman Chapman the Board approved Consent Items A – HH with Item B removed. <u>MOTION CARRIED</u> UNANIMOUSLY

APPROVAL OF CONSENT AGENDA ITEM B

Upon <u>MOTION</u> made by Alderman Chapman and <u>SECONDED</u> by Alderwoman Oliver the Board approved Consent Item B. Alderman Wilbanks left the meeting at 6:03 pm and returned to the meeting at 6:04 pm. He did not participate in the discussion of this item nor did he vote on this item. <u>MOTION CARRIED UNANIMOUSLY</u>

DEPARTMENT HEAD REPORTS

Phillip Lilley, Director of Public Works updated the Board on recent activities of the Public Works Department, including upcoming weather preparations, staffing updates, equipment updates, and updates on sewage repairs.

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BOARD OF ALDERMAN DISCUSSION AND REPORTS

There were no Board of Alderman items to be discussed.

MAYOR'S DISCUSSION AND REPORTS

<u>DISCUSSION/ACTION – AUTHORIZE THE MAYOR TO ENTER INTO AN</u>
<u>AGREEMENT WITH HINDS COUNTY CIRCUIT CLERK NOT TO EXCEED THE</u>
<u>AMOUNT OF \$15,000.00 TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY</u>
OF CLINTON

Upon presentation by Jimmy Baldree, City Clerk, <u>MOTION</u> made by Alderman Chapman and <u>SECONDED</u> by Alderwoman Godfrey the Board authorized the Mayor to enter into an agreement with Hinds County Circuit Clerk not to exceed the amount of \$15,000.00 to provide professional services for the City of Clinton. <u>MOTION CARRIED UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – AUTHORIZATION OF RIGHT OF WAY PAYMENTS FOR</u> <u>THE WASTEWATER EXPANSION PROJECT, AS REQUESTED BY THE CLINTON</u> RAYMOND BOLTON WASTEWATER AUTHORITY (CRBWA)

Upon presentation by Jimmy Baldree, City Clerk, <u>MOTION</u> made by Alderwoman Godfrey and <u>SECONDED</u> by Alderman Martin the Board authorized Right of Way payments for the Wastewater Expansion Project, as requested by the Clinton Raymond Bolton Wastewater Authority (CRBWA). <u>MOTION CARRIED UNANIMOUSLY</u>

DISCUSSION/ACTION – APPROVAL TO ACCEPT A DONATION FROM BIRDSONG CONSTRUCTION IN THE AMOUNT OF \$18,483.18 FOR TASERS AND DRONE EQUIPMENT FOR THE CLINTON POLICE DEPARTMENT

Upon presentation by Ford Hayman, Police Chief, <u>MOTION</u> made by Alderman Chapman and <u>SECONDED</u> by Alderman Lott the Board approved to accept a donation from Birdsong Construction in the amount of \$18,483.18 for tasers and drone equipment for the Clinton Police Department. <u>MOTION CARRIED UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – APPROVAL TO ACCEPT A DONATION IN THE FORM OF 9</u> STALKER RADAR UNITS FROM THE UNITED STATES DEPARTMENT OF

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INTERIOR, NATCHEZ TRACE PARK RANGERS FOR THE CLINTON POLICE DEPARTMENT

Upon presentation by Ford Hayman, Police Chief, <u>MOTION</u> made by Alderwoman Godfrey and <u>SECONDED</u> by Alderwoman Oliver the Board approved to accept a donation in the form of 9 Stalker Radar Units from the United States Department of Interior, Natchez Trace Park Rangers for the Clinton Police Department. <u>MOTION CARRIED UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – SEEKING AUTHORIZATION AND APPROVAL TO MOVE</u> <u>FORWARD WITH LED LIGHTING PROJECT AT FIRE STATION 1 AND FIRE</u> <u>STATION 3</u>

Upon presentation by Jeff Blackledge, Fire Chief, <u>MOTION</u> made by Alderwoman Oliver and <u>SECONDED</u> by Alderman Chapman the Board authorized and approved to move forward with the LED Lighting Project at Fire Station 1 and Fire Station 3. <u>MOTION CARRIED</u> <u>UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – APPROVAL TO ADVERTISE FOR THE MCWI FORCE</u> MAIN IMPROVEMENTS PROJECT

Upon presentation by Greg Gearhart, P.E, Consulting Engineer, <u>MOTION</u> made by Alderman Lott and <u>SECONDED</u> by Alderman Chapman the Board approved to advertise for the MCWI Force Main Improvements Project. <u>MOTION CARRIED UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – APPROVAL OF RESOLUTION TO APPLY FOR FY 2025</u> <u>COMMUNITY DEVELOPMENT BLOCK GRANT AND TO ALLOW CMPDD TO</u> <u>ASSIST IN A CDBG IMPROVEMENTS PROJECT</u>

Upon presentation by Phillip Lilley, Director of Public Works, <u>MOTION</u> made by Alderman Lott and <u>SECONDED</u> by Alderman Martin the Board approved a Resolution to apply for the FY 2025 Community Development Block Grant and to allow CMPDD to assist in a CDBG Improvements Project. <u>MOTION CARRIED UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – APPROVAL TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES RELATED TO FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT</u>

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Upon presentation by Philip Lilley, Director of Public Works, <u>MOTION</u> made by Alderman Wilbanks and <u>SECONDED</u> by Alderman Lott the Board approved to advertise for Request for Qualifications for Engineering Services related to FY 2025 Community Development Block Grant. <u>MOTION CARRIED UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – CONDITIONAL USE/DIMENSIONAL VARIANCE –</u> MURPHY OIL – 948 U.S. HIGHWAY 80 EAST – WARD 5

Upon presentation by Roy Edwards, Director of Community Development, <u>MOTION</u> made by Alderman Chapman and <u>SECONDED</u> by Alderwoman Lott the Board approved a Conditional Use/Dimensional Variance for Murphy Oil at 948 U.S. Highway 80 East in Ward 5. <u>MOTION</u> CARRIED UNANIMOUSLY

<u>DISCUSSION/ACTION – SITE PLAN REVIEW – AMIS LAWN AND LANDSCAPE – W</u> <u>NORTHSIDE DRIVE – WARD 1</u>

Upon presentation by Roy Edwards, Director of Community Development, <u>MOTION</u> made by Alderman Wilbanks and <u>SECONDED</u> by Alderman Chapman the Board approved a Site Plan Review for Amis Lawn and Landscape at W Northside Drive in Ward 1. <u>MOTION CARRIED UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – DIMENSIONAL VARIANCE – KIDZ 1ST LEVEL CENTER – 724 SPRINGRIDGE ROAD – WARD 2</u>

Upon presentation by Roy Edwards, Director of Community Development, <u>MOTION</u> made by Alderman Wilbanks and <u>SECONDED</u> by Alderman Lott the Board approved a Dimensional Variance for Kidz 1st Level Center at 724 Springridge Road in Ward 2. <u>MOTION CARRIED</u> <u>UNANIMOUSLY</u>

<u>DISCUSSION/ACTION – PRELIMINARY PLAT – KIRKLAND DEVELOPMENT – CLINTON PARKWAY PARCELS 2861-30 AND 2862-111-376 – WARD 3</u>

Upon presentation by Roy Edwards, Director of Community Development, <u>MOTION</u> made by Alderman Wilbanks and <u>SECONDED</u> by Alderman Lott the Board approved a Preliminary Plat for Kirkland Development at Clinton Parkway Parcels 2861-30 and 2862-111-376 in Ward 3.

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During the ensuing discussion, Alderwoman Oliver stated she reviewed the situation with MDOT representatives, and requested the motion be amended to include requirements on the developer to cover any costs associated with installing additional traffic lights or controls, should a traffic study indicate the need for them upon completion of the neighborhood. Alderman Lott Called for a Vote on the Motion as made by Alderman Wilbanks.

MOTION CARRIED BY A VOTE OF 5 – 1. ALDERWOMAN GODFREY, ALDERMAN CHAPMAN, ALDERMAN WILBANKS, ALDERWOMAN OLIVER, AND ALDERMAN LOTT VOTED AYE. ALDERMAN MARTIN VOTED NAY.

DISCUSSION/ACTION – AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT
BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND THE CENTRAL
MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT RELATING TO THE
UPDATING OF THE CITY OF CLINTON'S COMPREHENSIVE PLAN

Upon presentation by Roy Edwards, Director of Community Development, <u>MOTION</u> made by Alderwoman Oliver and <u>SECONDED</u> by Alderman Lott the Board authorized the Mayor to execute a contract between the City of Clinton, Mississippi and the Central Mississippi Planning and Development District relating to the updating of the City of Clinton's Comprehensive Plan. **MOTION CARRIED UNANIMOUSLY**

EMPLOYMENT ITEMS

<u>MOTION</u> made by Alderman Wilbanks and <u>SECONDED</u> by Alderwoman Godfrey the Board approved hiring, contingent on the successful completion of the hiring process, Ben Brill, Isaiah Perez Rancifer, Nathan Wisdom, and Luke Donald Deboer as Probationary Firefighters for the Fire Department, and Bryce Bailey as a Mainteneance Worker for the Public Works Department. <u>MOTION CARRIED UNANIMOUSLY</u>

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OTHER BUSINESS

Donovan Bennett made a comment about employee retention at the Fire Department.

ADJOURN 7:18 PM

<u>MOTION</u> made by Alderwoman Oliver and <u>SECONDED</u> by Alderman Wilbanks to adjourn until the next regular meeting of the Mayor and Board of Alderman of the City of Clinton, Mississippi to be held January 21, 2025, at 6:00 pm. <u>MOTION CARRIED UNANIMOUSLY</u>

APPROVED:

Philip R. Fisher, Mayor

1/8/2025 Date

ATTEST:

Jimmy Baldree, City Clerk

Date

SEAL

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CONTRACT FOR PROFESSIONAL SERVICES FOR CITY OF CLINTON'S REDISTRICTING SUPPORT-2025

THIS AGREEMENT (the "Agreement"), effective as of ______, is hereby entered into by and between the CITY OF CLINTON (hereinafter referred to as the "City") and the HINDS COUNTY CIRCUIT CLERK, (hereinafter referred to as "Consultant"), under the following terms and conditions:

WHEREAS, the City employs the Consultant for redistricting support for Wards and Precincts and Address Library in SEMS for Hinds County, Mississippi; and

WHEREAS, Consultant is willing to and agrees to provide such services; and

NOW, THEREFORE, for and in consideration of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF SERVICES

Services performed by the Consultant shall include but not be limited to the following:

- 1.1. Meet with members of the City of Clinton, other elected officials, or others as may be necessary or desirable during the term of the Agreement, and;
- 1.2. If litigation is required, assist Attorney(s) and testify on behalf of County as an expert witness in court.

2. COMPENSATION AND PAYMENT

The City agrees to pay Consultant a total amount **NOT TO EXCEED of \$15,000.00** for Services performed by the Consultant.

3. TERM

The Term of this Agreement shall commence on the effective date hereof.

4. TERMINATION

Either party shall have the right to terminate this Agreement for any reason upon ninety (90) days prior written notice to the other party. The written notice under this provision shall be by registered or certified mail or by electronic mail.

Except as otherwise expressly provided in this Agreement, upon any termination pursuant to this Section 4, the City shall pay Consultant the full amount due hereunder for all Services rendered prior to termination and for reimbursable costs and expenses incurred through the effective date of termination.

5. INDEPENDENT CONTRACTOR

Consultant's performance of services hereunder shall be as an independent contractor and not as an employee of Hinds County, Mississippi, and Consultant shall be responsible for payment of Consultant's wages, benefits and taxes. Consultant and its employees (including Key Personnel) shall not be entitled to any fringe benefits, nor shall Consultant or its employees be considered employees of Hinds County, Mississippi within the meaning or application of any employee benefit program now or hereafter in effect. Consultant shall have no authority to legally obligate the Hinds County, Mississippi under any agreement or otherwise.

6. WORK PRODUCT

The City shall have the full and unrestricted right to use, reproduce, distribute or publish any written information, data or material prepared by Consultant, or others under its direction or supervision, and the Consultant shall have a right to and claim an ownership or proprietary interest in such work product.

7. WARRANTY

Consultant warrants that the Services provided for herein will be performed in accordance with applicable laws, including, without limitation, the United States Constitution, federal laws, and the laws of the State of Mississippi.

8. WAIVER

The failure of either party at any time to enforce any provision of this Agreement shall not constitute a waiver of such provision in any way or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

9. EXCUSED PERFORMANCE

Neither party shall be deemed in default of any provision hereof or be liable for any delay, failure in performance or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, civil disturbances, war, strikes or other labor disputes, fires or other catastrophes, or other forces beyond its reasonable control.

10. SURVIVAL

The provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties shall so survive the completion of performance or termination of this Agreement.

11. SEVERABILITY

It is agreed that if any clause or provision of this Agreement is held by a court of competent jurisdiction to be or void, the validity of the remaining provisions of the Agreement shall not be affected, and the rights and obligations of the parties shall be enforced as if the Agreement did not contain such illegal or void clauses or provisions.

12. AMENDMENTS

This Agreement may only be altered, amended or modified in writing and executed by both parties.

13. GOVERNING LAW, JURISDICTION AND VENUE

Any action or proceeding brought under or in connection with this Agreement, or any alleged breach thereof or default thereunder (including those arising from non-contractual disputes or claims), shall be brought in the federal, state or local Courts in the State of Mississippi, County of Hinds, and the parties each hereby waive any and all objections to the jurisdiction of or venue in any such court. Process in any such action or proceeding may be served in accordance with any provisions of law applicable to the court in which such action or proceeding is brought.

14. INDEMNIFICATION

To the extent authorized and permitted by applicable law, each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its respective employees and agents (collectively, the "Indemnified Party") from and against any and all claims, actions, damages, liability, cost and expenses, exclusive of attorney's fees, (whether threatened, asserted, or filed), including loss of life, bodily injury or damages to property (collectively, a "Claim") arising from the negligence of the Indemnifying Party, except to the extent that such Claim arises from the negligence of the Indemnified Party.

15. COMPLETE AGREEMENT

It is understood and agreed that this Agreement embodies the complete understanding of the parties and that any and all provisions, negotiations and representations between the parties related to the subject matter hereof not included herein are hereby superseded.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CLINTON:	1	
Print Name: Philip Ray	her	
Date: 1/8/2025	hip 174	Signature
ATTEST: CITY OF CLINTON - CITY CLERK:		
Print Name: Jimmy Backee		
Date: 1/8/2025	Jisa	Signature
HINDS COUNTY CIRCUIT CLERK:		
Print Name:		
	-	Signature

RESOLUTION

WHEREAS, the City of Clinton, Mississippi, recognizes that community development is a priority concern in this area; and

WHEREAS, the City of Clinton, Mississippi, desires technical assistance from the Central Mississippi Planning and Development District for the purpose of improving the overall well-being of this area; and

WHEREAS, this technical assistance is for the specific function of submission of an application and the administration for FY 2025 Community Development Block Grant; and

WHEREAS, the District is authorized to investigate, prepare, direct applications and provide administration for funding to the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Board of Aldermen on behalf of the City of Clinton, Mississippi do request assistance from the Central Mississippi Planning and Development District and show their intent to apply for and administer Community Development Block Grant funds, and that the District is requested to aid the City of Clinton, Mississippi in this matter. The Board further designates the Mayor to act as a representative of the City in this matter and to execute all necessary forms and documents on behalf of the City.

FURTHER, BE IT RESOLVED, that the Mayor and Board of Aldermen of the City of Clinton, Mississippi do authorize the advertisement of public hearings to be held in conjunction with this CDBG project.

Dated this the 8 day of Janmy, 2025.

City of Clinton, Mississippi

ATTEST:

: (fi) del

NGA/CONTRACT DOCUMENT REVIEW FORM

Grantee Agency: Contractor: Grant Name:	CMPDD Comprehensive Plan	Subgrantee Ag Contractee: Grant Title:	City of Clinton		
Grant/Contract N	o. <u>308279</u>	Grant/Contract	Grant/Contract Amount: \$25,500 (city)		
and reviewed the Also, that you ha Scope of Service thereto. The Finamatching funds (attached document for cover reviewed the language s, Standard Assurances, Eance staff should be attestiff applicable), etc.	mpliance with all of the General To whibits, Appendicing to the budget(are hereby affirming that you have thoroughly read CMPDD policy related requirements and language. erms and Conditions, Special Terms and Conditions, sees, and any other clauses or sections appertaining s) in relation to financial accuracy, required anguage that is used outside of normal contract		
	API	PROVAL SIG	NATURES		
Aging: CC SB CD	WIOA: MP LH CD	Planning: GO GO DW DW MS WBS CD cust	Waiver: TS SB CD		
CHIEF EXECU	TIVE OFFICER COMN	MENTS (OPTIO	NAL):		
			: :		
This execution and approval authorizes the		staff to proceed.	10/11/2024		
X_Approved	Disapproved	CEO Signature			

CONTRACT FOR PROFESSIONAL SERVICES

	THIS AGREEMENT, entered into as of the	_day of_	, 2024,
by and	l between the City of Clinton, Mississippi (herein ca	alled the	"Local Government") and the
Centra	ll Mississippi Planning and Development District (h	erein call	ed the "CMPDD").
WITNE	SSETH THAT:		

WHEREAS, the Local Government desires to engage the CMPDD to render certain technical and professional services, hereafter described:

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

1. Employment of CMPDD

The Local Government hereby agrees to engage the CMPDD and the CMPDD hereby agrees to provide the services hereinafter described.

2. Scope of Services

The CMPDD will furnish all personnel to perform the planning services described in the "Scope of Services," which is attached hereto and made a part hereof by reference.

Additionally, at the request of any authorized Local Government official, the CMPDD shall provide technical assistance as needed to the Local Government including, but not limited to, individual zoning cases, site plan review, subdivision plats, comprehensive planning matters, community and economic development matters, GIS mapping assistance and other assistance as requested.

3. Period of Performance

The CMPDD will undertake and complete performance of the services referred to in "Scope of Services", upon execution of this contract by both parties, and ending upon completion of the "Scope of Services."

The provision of Technical Assistance shall begin, on an "as requested" basis, upon execution of this contract by both parties and will continue until terminated as provided in paragraph six (6).

4. Compensation

The cost for CMPDD to update the Comprehensive Plan is \$85,000. Compensation to the CMPDD for Comprehensive Plan tasks outlined in the "Scope of Services" shall be on a fixed fee basis. The Local Government agrees to pay a fixed fee of \$25,500 for the

Comprehensive Plan update and the CMPDD, as the Metropolitan Planning Organization, shall commit \$59,500 in Federal Transportation funds to provide the remainder of the Comprehensive Plan's costs.

The CMPDD will invoice on a cost reimbursement, hourly basis for actual staff time incurred for Technical Assistance services.

5. Method of Payment

The CMPDD shall invoice the Local Government, not more often than monthly, as costs are incurred, and the Local Government agrees to pay the amount shown on each invoice within 30 days of receipt of invoice from the CMPDD. The Local Government portion of this contract (\$25,500) shall be invoiced \$12,750 in FY 2025 and \$12,750 in FY 2026.

6. Termination for Cause and Convenience

At any time for convenience, or if, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, this Contract may be terminated by giving thirty (30) days written notice to the other party of such termination. If this Contract is terminated by the CMPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the CMPDD that are directly attributable to the services covered by this Contract. If this Contract is terminated by the Local Government as provided herein, the CMPDD will be reimbursed equal to its contribution, less any costs actually incurred by the Local Government that are directly attributable to the services covered by this Contract.

7. Changes

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

8. Interest of Members of Local Government

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

9. <u>Personal Assistance and Professional Services Furnished by the Recipient to the</u> CMPDD

The CMPDD, through its authorized representatives, shall have access to all files and records relating to this Contract. The CMPDD shall also furnish normal assistance required for the expeditious completion of the work to be done by the Local Government under the terms of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

10. Local Government Cooperation

The Local Government hereby agrees that its officials and employees will cooperate with the CMPDD 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 CMPDD or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

11. Records

All records of the CMPDD shall be maintained for a minimum period of three years from the date of project closeout.

12. Products of this Contract

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

ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT

"CMPDD"

Michael Monk
Chief Executive Officer

ATTEST:

CLINTON, MISSISSIPPI

"LOCAL GOVERNMENT"

Jimmy Baldree

Phil Fisher

IN WITNESS WHEREOF, the CMPDD and the Local Government have executed this Agreement

as of this date first above written.

Mayor

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned in and for said County and State, the within named Jimmy Baldree and Phil Fisher, who acknowledged to me that they are the City Clerk and Mayor of Clinton, Mississippi, respectively and that as such they did sign, execute and deliver the 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 to do so.

Given under my hand and official seal, this the 2th day of January, 2024.5

Notary Public

My Commission Expires.

JULIANNA CROSS

Commission Expires

April 2, 2028

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned individual in and for said County and State, the within named Michael Monk and Cathy Duke, who acknowledged to me that they are the Chief Executive Officer 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 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 t	he day of, 2024.
¥	
	Notary Public
My Commission Expires:	

SCOPE OF SERVICES

COMPREHENSIVE PLAN UPDATE

The following tasks pertain to the development of the Comprehensive Plan.

Task 1: Preparation of a Base Map of the Study Area

The CMPDD shall prepare a base map of the Study. This base map shall include all streets, roads and highways, streams and bodies of water, major utility (natural gas, electrical, etc.) lines, property lines from the Local Government's property maps, and other features.

Task 2: Seek Public Input

As part of this project, CMPDD shall develop and conduct an online survey designed to collect opinions and input from citizens.

Task 3: Enhancement of Web-Based GIS Mapping Application & Viewer

The CMPDD shall add all layers developed as part of this project (i.e., existing land use, land use plan, zoning, etc.) to a web-based GIS mapping application and viewer that will be hosted using CMPDD's virtual server technology and ESRI ArcGIS Server Enterprise software.

Task 4: Inventory of Existing Land Use in the Study Area

The CMPDD shall conduct an inventory of all existing land uses within the Study Area by standard land use classification. Color-coded display maps depicting all existing land uses shall be prepared at a suitable scale using the GIS base map developed under Task 1. The inventory shall include: single-family detached residential; multi-family residential; manufactured home; office-type commercial; general commercial uses; commercial uses involving outdoor display of merchandise, etc.; industrial (light and heavy); vacant/undeveloped; and public/quasi-public uses (i.e. educational, parks/open space, medical facilities, religious assembly).

Task 5: Provide Population and Economic Estimates and Projections for the Study Area
The CMPDD shall develop current year population estimates for the Study Area based upon the
2020 US Census, residential building permits, and/or dwelling unit counts. Based in part upon
the updated population estimates plus past Census figures, the CMPDD shall develop
population projections to the horizon year 2050.

Population and employment projections shall provide the foundation for the preparation of the proposed Land Use Plan, Transportation Plan, and Community (Public) Facilities Plan.

Task 6: Goals and Objectives Element

In accordance with Mississippi law, the CMPDD shall develop a Goals and Objectives element for the planning period (i.e. to the horizon year 2050). These goals and objectives shall address, at a minimum, residential, commercial, and industrial development; parks, open space, and recreation; street and/or road improvements; and community (public) facilities. The Goals and Objectives element shall be developed in part through interviews with Local Government officials.

Task 7: Land Use Plan Element

CMPDD shall prepare a Land Use Plan for the City of Clinton in map form which depicts the proposed general distribution and extent of the uses of land for residences, commerce, industry, recreation and open space, public/quasi-public facilities and lands. This Land Use Plan shall be based upon projections of population and employment to the year 2050 and upon the proposed Goals and Objectives element. Natural development barriers, i.e. floodways and steep slopes, will also guide this element.

Additionally, CMPDD shall examine the land uses along each major transportation corridor within the City of Clinton and make recommendations to enhance the visual appeal of the land uses and to promote development that is compatible with the function, capacity, and design of the roadways.

Development of the Land Use Plan shall include a Housing Element that will involve an analysis of the City's housing needs. CMPDD shall project the City's housing needs in terms of forecasted population growth through the year 2050 and recommend areas that are most suitable for location of various forms of housing.

All drafts and final adopted Land Use Plan maps will be produced in full color in both interactive digital format and printed, large scale suitable for use in public hearings.

Since the Comprehensive Plan is primarily implemented by the zoning ordinance and the subdivision regulations, CMPDD shall also review the City's current zoning ordinance, zoning map, and if necessary, subdivision regulations. CMPDD shall then make recommendations for amending these documents with respect to the Comprehensive Plan's recommendations for future development.

Task 8: Transportation Plan/Major Thoroughfares Plan

In accordance with Mississippi law, the Local Government's Transportation Plan shall depict in map form the proposed functional classifications (principal and minor arterial, collector and local) for existing and proposed streets, roads, and highways for the same period as covered by

the Land Use Plan. These functional classifications shall be defined on the Transportation Plan as to minimum right-of-way and surface width requirements.

The CMPDD shall recommend improvements to the Local Government's transportation network based upon traffic projections and land uses. The Transportation Plan shall make use of any available current transportation studies.

All other forms of transportation shall be addressed as appropriate. An extensive study of bike and pedestrian systems will be incorporated as an element of the proposed Transportation Plan. In addition to creating recreational opportunities, the establishment of a bike and pedestrian system that connects residential areas with economic centers, schools, and parks will be highlighted. Special attention will be given to creating connectivity with similar facilities in neighboring jurisdictions.

Task 9: Community (Public) Facilities Plan

The CMPDD shall prepare a Community Facilities Plan in accordance with Mississippi law. Elements of the Community Facilities Plan shall include an inventory of existing facilities and projections (based in part upon the Study Area population projections performed under Task 5) of future needs through the horizon year 2050 for the following:

- Public Buildings: The CMPDD shall determine space needs for: the administration buildings, law enforcement offices and jail facilities; public works; fire stations; libraries; civic centers; and other public building needs as appropriate.
- Parks and Recreation: The CMPDD shall determine the Local Government's parks and recreation needs through the horizon year 2050, including all types of facilities including but not limited to neighborhood playgrounds, bicycle and pedestrian facilities, and regional parks.
- Utilities and Drainage: The CMPDD shall work closely with the Local Government's
 engineer to determine the Local Government's short and long range needs for water
 and sewer facilities, reviewing present water and sewer service provided by the Local
 Government and private water associations in the unincorporated portions of the Study
 Area.

With regard to storm drainage, the CMPDD shall depict all floodplains (100-year) and floodways in the Study Area based upon the latest Flood Insurance Rate Maps (FIRM) produced by the Federal Emergency Management Agency. The City's Storm Water Management Plan will also be consulted and considered in the development of the new Land Use Plan.

Web-Based Plan via Story Map & Enhancement of Web-Based GIS Mapping Viewer CMPDD will develop a web-based version of the Plan in Story Map format using CMPDD's virtual server technology and ESRI ArcGIS Server Enterprise software. This internet-based component will also utilize a City of Clinton GIS Map Viewer and enable accessibility to interactive land management maps and data layers including such elements as the Land Use Plan, zoning, flood zones and Transportation Plan. Additionally, CMPDD shall add all layers developed as part of this project (i.e., existing land use, land use plan, zoning, etc.) to the City's web-based GIS mapping application and viewer.

Public Hearings on Proposed Comprehensive Plan

Professional CMPDD planners shall present the proposed plan and answer questions at all hearings.

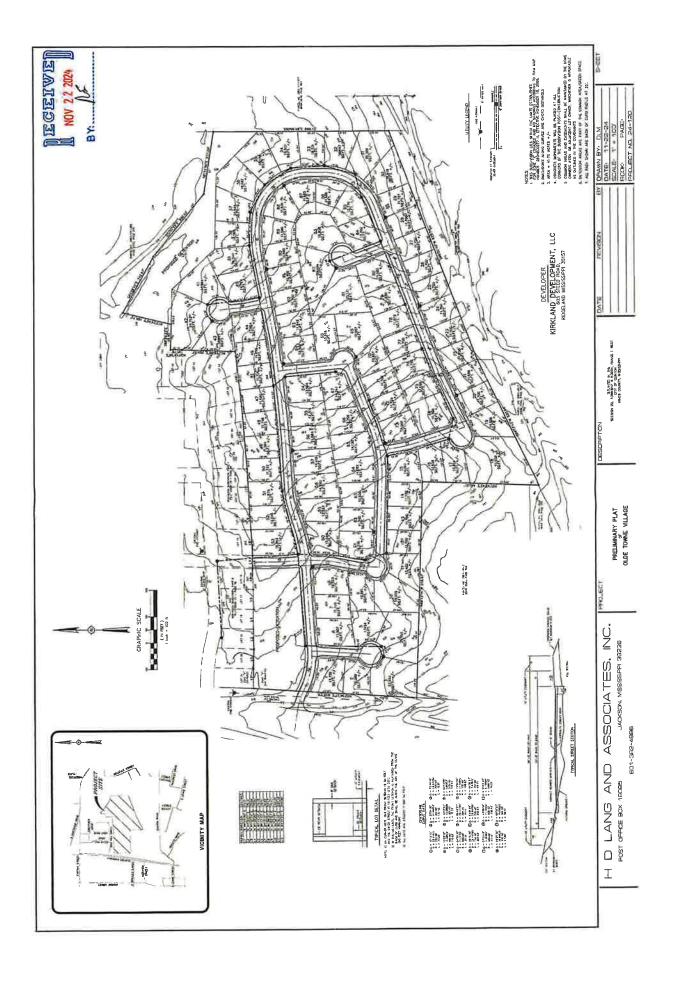
Adoption of Final Comprehensive Plan Draft

The CMPDD shall submit a draft of the proposed Comprehensive Plan to the Mayor and Board of Aldermen for review when completed. After review, any additional revisions shall be made by the CMPDD prior to adoption of the final draft. Following formal adoption of the Comprehensive Plan by the Mayor and Board of Aldermen, the CMPDD shall an adequate number of copies of the adopted plan for distribution as the Local Government determines. Digital files of all material shall also be provided to the Local Government.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING D	DATE: Januar	y 07, 2025 A	GENDA 1	ITEM NO	
CONSENT AGENDA TO: FOR: ACCT. NO:					
DISCUSSION/ACTIO 2861-30 and 2862-111		ry Plat - Kirkla	nd Develo	opment - Clinton Parkway	Parcels
WARD:5					
INTRODUCED BY:	Roy Edwards	TELEI	PHONE:	601-924-2256	
EXHIBITS FOR REV	<u>TEW</u> :			A.	THE REAL PROPERTY.
Ordinance	Invoice Plans, Maps Contract	Other:	_Photos	5	SEA.
RECOMMENDATION Planning and Zoning Coregarding maintenance	Committee rec		oval with o	changes made on notes	PASSO 113
BOARD ACTION:		MOTION MA	DE BY:	W!lbanks	_
VOTE CAST: Garrett Godfrey Martin Barrett Chaffiel Wilbanks Oliver Lott Mayor Fisher	AYE About	NAY" NAY		TION TAKEN:	

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.



Office of Community Development Planning and Zoning Committee and Board of Aldermen City of Clinton, Mississippi

25 November 2024

Dear Director of Community Development, Members of the Planning & Zoning Committee, and Board of Aldermen,

Pursuant to the Zoning Ordinance of the City of Clinton, Mississippi, we object to the presentation of the Old Towne Village plat by Kirkland Development, LLC at the meeting of the Planning and Zoning Committee on November 26th, 2024. The plat labeled "Preliminary Plat" and dated 22 November 2024 was submitted to be placed on the November meeting agenda on Friday, 22 November 2024. According to the rules and regulations outlined by the City of Clinton, Mississippi, in Section 1002.02, Item C:

"In accordance with Section 301.02 of the Subdivision Regulations of the City of Clinton, Mississippi, all "Applications for Preliminary Plats Approval" and preliminary plats shall be submitted at least thirty (30) days prior to the next regular meeting of the Planning Commission at which the application/plat to be considered. Site plans required by this Ordinance (see Section 3007) shall also be submitted at least twenty-one days prior to the next regular meeting of the Planning Commission at which the site plan is to be considered. Preliminary plats/applications and site plans submitted after this deadline shall not be included on the agenda for the next regular meeting of the Planning Commission."

We object to this item being included on the agenda for multiple reasons: 1.) The City is not following the rules and regulations outlined in its own ordinances; 2.) This plat is remarkably different from the example plat shown at the last Board of Aldermen meeting. 3.) The R-1 example plat has not gone before the Planning & Zoning Committee, and thus an altered plan would not follow any earlier timeline. Additionally, this plat does not meet the requirements of a site plan and thus as a preliminary plat should be submitted at least 30 days prior to the meeting of the Planning & Zoning Committee. Finally, affected adjacent properties have not had time to review the proposed development plan. We appreciate your attention to this matter.

Respectfully, Audrey Harrison President, Board of Trustees Clinton Community Nature Center

H D Lang and Associates, Inc.

Surveyors and Engineers

4099 North State Street Jackson, Mississippi 39206

November 25, 2024

City of Clinton 961 Highway 80 East Clinton, MS 39056

Attention: Mr. Roy Edwards

Reference: Olde Towne Village

Dear Edwards:

Transmitted are five copies of the preliminary development plan on the above referenced project for your review and/or approval.

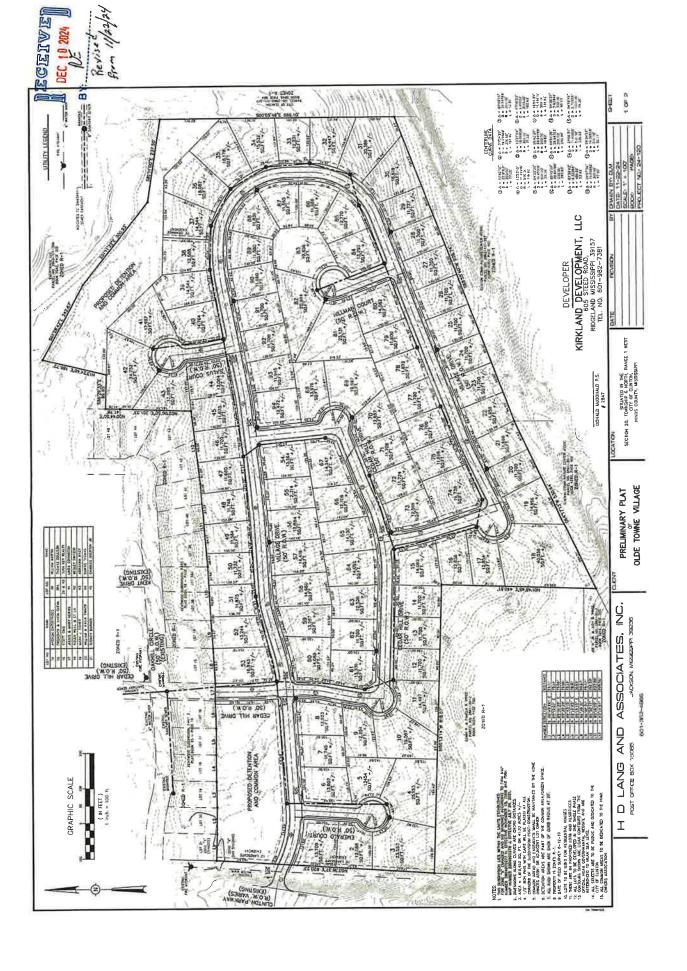
Thank you for your assistance with this project and if you have any questions, please do not hesitate to contact me at any time.

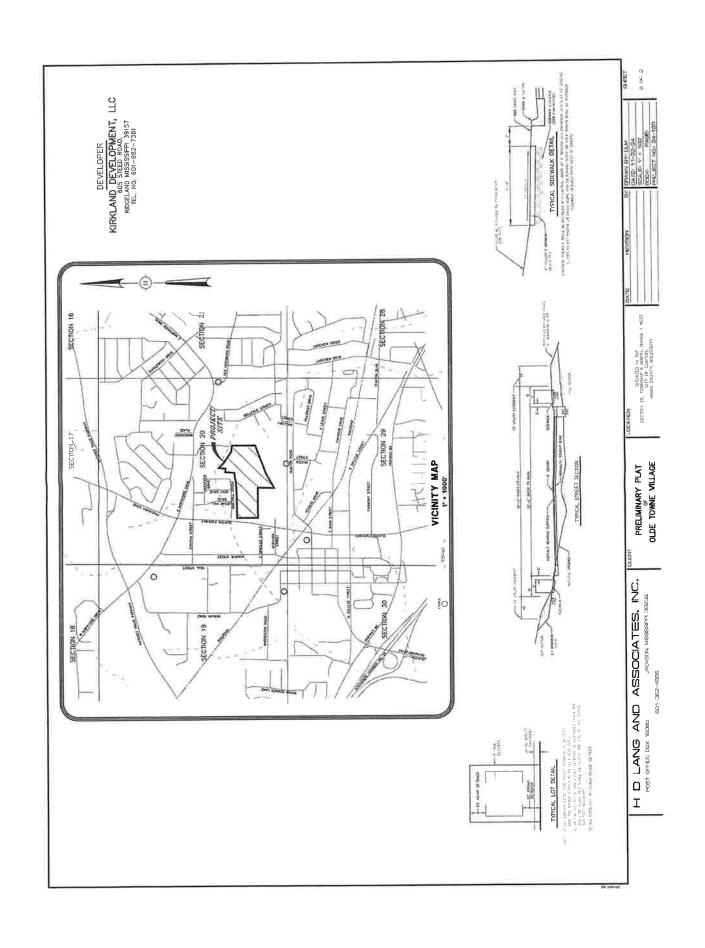
Sincerely

Donald L. McDonald, PS

President

DLM/kp





HD Lang and Associates, Inc.

Surveyors and Engineers

4099 Nörth State Street Jackson, Mississippi 39206



December 12, 2024

City of Clinton 961 Highway 80 East Clinton, MS 39056

Attention: Mr. Roy Edwards

Reference: Olde Towne Village

Dear Mr. Edwards:

Transmitted are five prints of the revised preliminary development plan on the above referenced project for your review and/or approval.

Thank you for your assistance with this project and if you have any questions or need additional information, please do not hesitate to contact me at any time.

Sincerely,

Donald L. McDonald, PS President

DLM/kp

transmittals - FD, PW, PE, CD, Reburn



Phil Fisher, Mayor

ALDERMEN

Karen Godfrey

Ward One

December 10, 2024

Jim Martin Ward Two

Robert Chapman Ward Three

Chip Wilbanks Ward Four

Beverly Oliver Ward Five

James Lott Ward Six

Ricki Garrett Alderman-At-Large

Jimmy Baldree City Clerk

Roy Edwards
Director
Community Development

Bruce Kirkland 605 Steed Road Ridgeland, MS 39157

Dear Bruce Kirkland:

This letter will confirm the meetings you will need to attend as part of the approval process for your preliminary plat approval. You will need to attend the planning and zoning meeting on December 30, 2024 at 6:00 PM. You will also need to attend the Mayor & Board of Aldermen meeting on January 07, 2025 at 6:00 p.m. All meetings will be held in the courtroom of the Police and Judicial Services Building at 305 N. Monroe Street. Please make note of the times and dates as it is imperative you or your representative be present at these meetings.

Sincerely

Roy Edwards

Director, Community Development





OF THE MISSISSIPPI SUPREME COURT

chuck@mcraelaw.n

Chuck McRae Annette Bulger et annette@mcraelaw.

Mathis <u>net</u>

416 East Amite Street Jackson, Mississippi 39201

Office: 601.944.1008 Facsimile: 866.236.7731

December 16, 2024

Office of Community Development Planning and Zoning Committee Board of Aldermen City of Clinton, Mississippi Mayor

via hand delivery

RE: Kirkland Development, LLC

Presentation of the Old Towne Village plat

Dear Director of Community Development, Members of the Planning & Zoning Committee, Board of Aldermen, and Mayor:

As you are aware, I represent the Clinton Community Nature Center and various individual Clinton citizens.

Pursuant to the Zoning Ordinance of the City of Clinton, Mississippi, we object to the presentation of the Old Towne Village plat by Kirkland Development, LLC at the meeting of the Planning and Zoning Committee on December 30th, 2024. The plat labeled "Preliminary Plat" and dated 22 November 2024 was submitted to be placed on the meeting agenda for a special called Planning & Zoning Committee meeting on or after Tuesday, 10 December 2024. According to the rules and regulations outlined by the City of Clinton, Mississippi, in Section 1002.02, Item C:

"In accordance with Section 301.02 of the Subdivision Regulations of the City of Clinton, Mississippi, all "Applications for Preliminary Plats Approval" and preliminary plats shall be submitted at least thirty (30) days prior to the next regular meeting of the Planning Commission at which the application/plat to be considered. Site plans required by this Ordinance (see Section 3007) shall also be submitted at least twenty-one days prior to the next regular meeting of the Planning Commission at which the site plan is to be considered. Preliminary plats/applications and site plans submitted after this deadline shall not be included on the agenda for the next regular meeting of the Planning Commission."

We object to this item being included on the agenda for multiple reasons: 1.) The City is not following the rules and regulations outlined in its own ordinances; 2.) This plat is dated in error, as the document was originated on 10 December 2024 by its author, Don McDonald, and differs substantially from the 22 November 2024 plot submitted to the committee on 23 November 2024; 3.) The R-1 example plat has not gone before the Planning & Zoning Committee, and thus any

altered plan would not follow an earlier timeline. Additionally, this plat does not meet the requirements of a site plan and thus as a preliminary plat should be submitted at least 30 days prior to the meeting of the Planning & Zoning Committee. Finally, let it be on record that this is the second "special called" Planning & Zoning committee meeting (i.e., outside and into addition to the regularly scheduled meeting of the committee) in violation of the processes outlined by the City in its rules and regulations.

Please be guided accordingly.

We appreciate your attention to this matter.

Respectfully,

Chuck McRae

Comments on Chuck McRae's Letter Dated 12/16/24

The Preliminary Plat for Olde Towne Village was submitted digitally on 11/22/24 and hard copies received on 11/25/24.

The developer's engineer was made aware of minor deficiencies more than 7 days prior to the Planning Commission meeting where the plat is to be reviewed.

Plat addressing minor deficiencies was submitted digitally on 12/10/24 and hard copies received on 12/12/24. Deficiencies corrected:

- 1) The zoning designation of surrounding properties was not shown. (All surrounding properties as well as proposed site are zoned R-1.)
- 2) The names of adjoining property owners were not shown. (This information was on file from the rezoning request)
- 3) The 10' landscape easement along the Parkway was not shown.
- 4) The submitted plat was printed on 24" X 36" sheets instead of 18" X 24". (24" X 36" is what is normally submitted, easier to read)

Objections:

- 1) "The City is not following the rules and regulations outlined in its own ordinances." (We've corrected the mistake in reviewing this plat prior to the 30-day requirement. The regular meeting of the Planning Commission fell on Christmas Eve, we tried to move the items to be reviewed to 12/9 since the Architectural Review Committee was already meeting that night. This pushed preliminary plat review to less than 30 days and required a second meeting.)
- 2) "This plat is dated in error, as the document was originated on 10 December 2024 by its author, Don McDonald, and differs substantially from the 22 November 2024 plot submitted to the committee on 23 November 2024." (The corrected plat was submitted digitally on 12/10/24 and hard copies received on 12/12/24. There were no substantial corrections made.)
- 3) "The R-1 example plat has not gone before the Planning & Zoning Committee, and thus any altered plan would not follow an earlier timeline." (All applicants are given the opportunity to correct omissions/deficiencies before going to the Planning Commission. The time does not start over.)
- 4) "Additionally, this plat does not meet the requirements of a site plan and thus as a preliminary plat should be submitted at least 30 days prior to the meeting of the Planning & Zoning Committee." (Preliminary plat was submitted 35 days prior to the meeting.)
- 5) "Finally, let be on record that this is the second "special called" Planning & Zoning committee meeting in violation of the processes outlined by the City in its rules and regulations." (Section 70-32 City of Clinton Code of Ordinances; "The advisory planning commission established in this article shall meet at such times and at such places and as often as the planning commission may deem necessary for the accomplishment of the purposes for which the planning commission is created." Section 1002.02(B) City of

Clinton Zoning Ordinance; "The Planning Commission shall hold regular meetings monthly at a site specified by the Chairman of the Planning Commission. Special meetings may be called by the Chairman or two or more members of the Planning Commission within three hours of a meeting." The City of Clinton Code of Ordinances nor The City of Clinton Zoning Ordinance give guidance as to when a "regular" meeting falls on a holiday.



[External]Re: [External]Olde Towne Preliminary plat

From David Ellis <melbytrace@gmail.com>

Date Wed 12/18/2024 4:38 PM

To Robert Logan < loganrob83@gmail.com>

Cc Roy Edwards <REdwards@clintonms.org>; Benji Barham <bbarham@fountainconstruction.com>; saundra hill <sdhill87@gmail.com>; Weaver <whmcc3@gmail.com>; Barbara Linn <baffinn1@att.net>; Heyward Bell <hbell22308@comcast.net>; Roy Edwards <REdwards@clintonms.org>; Benji Barham <bbarham@fountainconstruction.com>; saundra hill <sdhill87@gmail.com>; Barbara Linn <baffinn1@att.net>; Heyward Bell <hbell22308@comcast.net>

No, they are not.

They are just items for contemplation to help the BOA have a more clear picture of the totality of the development.

Some of the items, mainly the HOA charter ties, are comments based on real issues that have come before the City in the past.

David Ellis 601.955.0520 melbytrace@gmail.com

On Dec 18, 2024, at 2:13 PM, Robert Logan < loganrob83@gmail.com> wrote:

Are all of those items David mentioned required for the preliminary plat?

Sent from my iPhone Rob Logan 601-940-5935

On Dec 18, 2024, at 11:24 AM, David Ellis <melbytrace@gmail.com> wrote:

Roy,

I have reviewed the plat and have the following comments:

- Sanitary sewerage is not specified to be dedicated to the City.
- 2. Without a copy of the proposed HOA charter, it cannot be determined if the HOA accepts the landscape, retention, and common area dedications: and responsibility if the HOA fails to charter, or if the developer fails to

maintain/act prior to the charter being perfected or lots not sold, or any areas owned by the developer reverted to the State for any reason (taxes not paid, bankruptcy, etc.).

- 3. Subdivision sign location cannot be determined.
- 4. HOA charter should be included as a part of the Plat of record, and cross referenced on the Plat.
- 5. It cannot be determined what the routing of storm sewerage is. i.e. is any subsurface storm sewerage routed under any residential lot?
- 6. Retention pond discharge path is not indicated.

From: Roy Edwards <REdwards@clintonms.org>
Sent: Wednesday, December 18, 2024 10:11 AM

To: Benji Barham

barham@fountainconstruction.com>; saundra hill

<sdhill87@gmail.com>; Weaver (whmcc3@gmail.com) <whmcc3@gmail.com>; Robert

Logan (loganrob83@gmail.com) <loganrob83@gmail.com>; Barbara Linn

(baflinn1@att.net)

baflinn1@att.net>; 'Heyward Bell' <hbell22308@comcast.net>;

David Ellis <melbytrace@gmail.com>

Subject: Fw: [External]Olde Towne Preliminary plat

Attached is the preliminary plat for Olde Towne Village with the changes made from the 11/25/24 submittal. This will be on the 12/30 Planning Commission Meeting.

Thanks,

Roy

THIS EMAIL IS FROM AN EXTERNAL SENDER. DO NOT click links, open attachments, or provide any information if the sender is unknown or the email is unexpected.



Outlook

Special Called Meeting 12/30/24

From Roy Edwards < REdwards@clintonms.org>

Date Mon 12/30/2024 11:38 AM

To Benji Barham

| Benji Barham | Benji Barham@fountainconstruction.com>; saundra hill <sdhill87@gmail.com>; Barbara Linn (baflinn1@att.net)

| Company | Co

See below.

From: Benjie Barham

bbarham@fountainconstruction.com>

Sent: Monday, December 30, 2024 11:34 AM To: Roy Edwards < REdwards@clintonms.org>

Subject: [External] Called meeting

There will need to be a special called meeting tonight at 6pm to address the Kirkland Development and preliminary plat along the Clinton Parkway.

Regards,

Benjie Barham
P and Z commission chair

Get Outlook for iOS

THIS EMAIL IS FROM AN EXTERNAL SENDER. DO NOT click links, open attachments, or provide any information if the sender is unknown or the email is unexpected.



Phil Fisher, Mayor

ALDERMEN

Karen Godfrey Ward One

Jim Martin

Ward Two

Robert Chapman Ward Three

Chip Wilbanks Ward Four

Water Foor

Beverly Oliver Ward Five

Jámes Lott Ward Six

Ricki Garrett Alderman-At-Large

Jimmy Baldree City Clerk

Roy Edwards
Director
Community Development

Public Notice

The City of Clinton Planning
Commission will hold a special called meeting on December 30, 2024 at 6:00pm.

The purpose of this meeting is to review a preliminary plat to be located on the Clinton Parkway.

The Meeting will be held at 305 Monroe St,

Clinton MS

