

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 3, 2012 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brabham followed by the pledge of allegiance to the flag led by Alderman Hisaw.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

PUBLIC HEARING

A Public Hearing was held to discuss and consider the proposed redistricting changes to the ward lines for the City of Clinton, Mississippi. The following persons attended this hearing: Ann Mackey, Victoria Patton, Ottawa Carter, Rusty Comly, Rita Anderson, Dr. Mel Evans, Carolyn Hisaw, David Wade, Russell Wall, Ken Dreher, Bill Owen, Mike Parker, Jerry Bounds, Barry Burnside, Don Byington, and Ray Holloway. At the request of Mr. Carter and Ms Patton the Mayor and Board of Aldermen decided that before making a final decision on the plan, written comments regarding the redistricting map would be received by the Mayor and Board of Aldermen through 5:00 pm on Tuesday April 17, 2012.

APPROVAL OF CONSENT AGENDA ITEMS A - R

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-R. **MOTION CARRIED 6 TO 1 WITH ALDERMAN CASHION VOTING "NO"**

APPROVE THE CHANGES TO THE WARD LINES OF THE CITY OF CLINTON, MISSISSIPPI AS PRESENTED BY DAVID WADE, SENIOR PLANNER OF THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

This item was removed from the agenda and no action was taken.

APPROVE A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI APPROVING A PAYING AGENT AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI, AND BANKPLUS, RIDGELAND, MISSISSIPPI, ALL IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2012, OF THE CITY OF CLINTON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000) PROVIDING FUNDS TO PAY FOR THE COST OF (I) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS, AND PURCHASING LAND THEREFOR, IF NECESSARY; (II) ESTABLISHING, REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS; (III) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR, IF NECESSARY; (IV) CONSTRUCTING BRIDGES AND CULVERTS; (V) PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR, IF NECESSARY; (VI) PAYING THE COSTS OF ISSUING THE BONDS AND (VII) OTHER RELATED IMPROVEMENTS WITHIN THE CITY

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved a resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi approving a paying agent agreement between the City of Clinton, Mississippi, and BankPlus, Ridgeland, Mississippi, all in connection with the issuance of General Obligation Bonds, Series 2012 of the City of Clinton, Mississippi, in the principal amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) providing funds to pay for the cost of (I) erecting, improving, adorning and equipping municipal buildings, and purchasing land therefor, if necessary, (II) establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; (III) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor, if necessary; (IV) constructing bridges and culverts; (V) purchasing firefighting equipment and apparatus, providing housing for same, and purchasing land therefor, if necessary; (VI) paying the costs of issuing the bonds; and (VII) other related improvements within the City. **MOTION CARRIED UNANIMOUSLY**

DECLARE NULL AND VOID THE LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. FOR ONE (1) E-ONE TYPHOON CUSTOM PUMPER FOR THE FIRE DEPARTMENT APPROVED AT THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN HELD ON MARCH 20, 2012

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Cashion the board declared null and void the Lease-Purchase agreement with Leasing 2, Inc. for one (1) E-One Typhoon Custom Pumper for the Fire Department approved at the regular meeting of the Mayor and Board of Aldermen held on March 20, 2012. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE LEASE PURCHASE PROPOSAL FROM LEASING 2, INC. FOR ONE (1) E-ONE TYPHOON CUSTOM PUMPER FOR THE FIRE DEPARTMENT AS THE LOWEST AND BEST BID

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved the lease purchase proposal from Leasing 2, Inc. for one (1) E-One Typhoon Custom Pumper for the Fire Department as the lowest and best bid. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE LEASE PURCHASE PROPOSAL FROM BANCORPSOUTH EQUIPMENT FINANCE FOR ONE (1) E-ONE FIRE RANGER TRUCK FOR THE FIRE DEPARTMENT AS THE LOWEST AND BEST BID

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Cashion the board approved the lease purchase proposal from BancorpSouth Equipment Finance for One (1) E-One Fire Ranger Truck for the Fire Department as the lowest and best bid. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13th CHECK) TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY RELIEF FUND FOR 2012

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved a resolution to approve one additional payment (13th Check) to retirees of the City of Clinton Fire and Police Disability Relief Fund for 2012. **MOTION CARRIED UNANIMOUSLY**

RECEIVE THE CERTIFICATE OF ATTENDANCE FROM STEPHANIE JORDAN FOR HAVING ATTENDED THE MUNICIPAL COURT CLERKS SPRING SEMINAR INITIAL APPEARANCE TRAINING HELD MARCH 9, 2012

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board received the Certificate of Attendance from Stephanie Jordan for having attended the Municipal Court Clerks Spring Seminar Initial Appearance Training held March 9, 2012. **MOTION CARRIED UNANIMOUSLY**

APPROVE A CONTRACT FOR SERVICES TO BE PROVIDED BY KIMBERLIE HELTON FOR THE JULY 4TH 2012 ANNUAL CLINTON FAMILY FIREWORKS EXTRAVAGANZA

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved a contract for services to be provided by Kimberlie Helton for the July 4th 2012 Annual Clinton Family Fireworks Extravaganza. **MOTION CARRIED UNANIMOUSLY**

APPROVE A CONTRACT WITH THE JASON D WILLIAMS SHOW FOR SERVICES TO BE PROVIDED FOR THE JULY 4TH 2012 ANNUAL CLINTON FAMILY FIREWORKS EXTRAVAGANZA

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved a contract with the Jason D Williams Show for services to be provided for the July 4th 2012 Annual Clinton Family Fireworks Extravaganza. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE TOURNAMENT BID PROPOSAL FOR THE MISSISSIPPI SOCCER ASSOCIATION STATE KOHL'S CUP

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved the Tournament Bid Proposal for the Mississippi Soccer Association State Kohl's Cup. **MOTION CARRIED UNANIMOUSLY**

REQUEST FOR APPROVAL TO PURCHASE 3.75 TONS OF POLYON 35-0-0 FOR FERTILIZING FIELDS FROM HARRELL'S LLC AS A SOLE PROVIDER

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the request to purchase 3.75 tons of Polyon 35-0-0 for fertilizing fields from Harrell's LLC as a sole provider. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO ADVERTISE, CONTINGENT UPON CONCURRENCE BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, FOR CONSTRUCTION OF IMPROVEMENTS UNDER FEDERAL AID PROJECT NO. STP-7357-00(001) – ARROW DRIVE IMPROVEMENTS

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Morgan the board approved the request to advertise, contingent upon concurrence by the Mississippi Department of Transportation, for construction of improvements under Federal Aid Project No. STP-7357-00(001) – Arrow Drive Improvements. And the board also approved authorizing the Mayor to execute any documents that are required to move this project forward. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND COMCAST TO PROVIDE INTERNET SERVICE TO THE DEPARTMENT OF PARKS AND RECREATION FOR USE DURING TOURNAMENTS

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved authorizing the Mayor to execute a contract between the City of Clinton, Mississippi and Comcast to provide internet service to the Department of Parks and Recreation for use during tournaments. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:42 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held April 17, 2012 at 7:00 p.m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Rosemary G. Aultman, Mayor

Date

ATTEST: _____

Russell L. Wall, City Clerk

Date

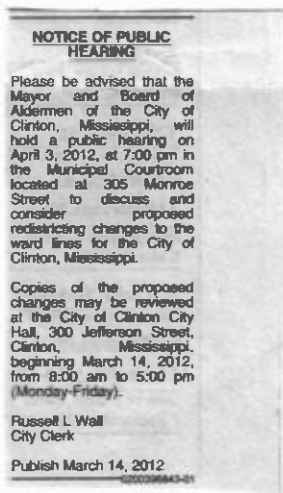


**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

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

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200396843
Ward Redistricting Public Hearing



ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a 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:

3/14/2012

Size: 122 words / 1.00 col. x 30.00 lines

Published: 1 time(s)

Total: \$23.14

Signed *Ann Middleke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/14/2012.

Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



Pursuant to that certain resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the City of Clinton, Mississippi (the "City") on March 6, 2012, (the "Bond Resolution") authorizing and directing the issuance of the City's \$4,250,000 General Obligation Bonds, Series 2012 (the "Bonds"), the Governing Body took up for consideration the matter of affirming the designation of a Paying Agent to serve in connection with the Bonds.

Alderman Hishaw made a motion to approve the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI APPROVING A PAYING AGENT AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI, AND BANKPLUS, RIDGELAND, MISSISSIPPI, ALL IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2012, OF THE CITY OF CLINTON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000) PROVIDING FUNDS TO PAY FOR THE COST OF (I) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS, AND PURCHASING LAND THEREFOR, IF NECESSARY, (II) ESTABLISHING, REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS; (III) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR, IF NECESSARY; (IV) CONSTRUCTING BRIDGES AND CULVERTS; (V) PURCHASING FIRE FIGHTING EQUIPMENT AND APPARATUS, PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR, IF NECESSARY; (VI) PAYING THE COSTS OF ISSUING THE BOND; AND (VII) OTHER RELATED IMPROVEMENTS WITHIN THE CITY.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi (the "Governing Body" of the "City") has heretofore authorized the issuance of the Bonds dated April 1, 2012 in the principal amount of \$4,250,000; and

WHEREAS, the Purchaser of the Bonds, FTN Financial Capital Markets, Memphis, Tennessee, nominated BankPlus, Ridgeland, Mississippi, as paying agent/transfer agent/registrar for the Bonds, subject to approval of the City; and

WHEREAS, the City finds and determines that the paying agent is qualified to act as paying agent/transfer agent/registrar, and its fees and expenses are reasonable.

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

1. That BankPlus, Ridgeland, Mississippi, is hereby approved as paying agent/transfer agent/registrar for the Bonds, and that the Paying Agent Agreement and fee schedule attached hereto as Exhibit "A" is hereby approved in substantially the following form with such modifications, additions and deletions as the Mayor and Clerk may approve, their execution thereof signifying the same.

2. That the actions of the Mayor and the Clerk, on behalf of the City, in executing and delivering the Paying Agent Agreement and any other documents necessary to complete the appointment of BankPlus, Ridgeland, Mississippi, as paying agent are hereby affirmed.

Alderman GREER seconded the motion to adopt the foregoing Resolution after the same had been read and considered section by section, and, being put to a roll call, the result was as follows:

Alderman Jehu Brabham voted:
Alderman Tony Hisaw voted:
Alderman Tony Greer voted:
Alderman Bill Barnett voted:
Alderdwoman Kathy Peace voted:
Alderman Mike Morgan voted:
Alderman Mike Cashion voted:

AYE
AYE
AYE
AYE
AYE
AYE
AYE

The motion having received the affirmative vote of a majority of all of the Aldermen present, the Mayor declared the motion carried and the Resolution adopted on this the 3rd day of April, 2012.

CITY OF CLINTON, MISSISSIPPI

By:

Rosemary G. Aultman
ROSEMARY G. AULTMAN, MAYOR

ATTEST:

Russell L. Wall
RUSSELL L. WALL, CITY CLERK



EXHIBIT A
SCHEDULE OF FEES

**BankPlus
Wealth Management Group
Corporate Trust Fee Schedule**

Paying Agent Fee

Acceptance Fee

\$1,200.00

Annual Paying Agent Fee

Minimum Annual Fee: \$500.00

Fees are to be paid annually.



**1018 Highland Colony Parkway, Suite 600
Ridgeland, MS 39157**

BID FORM

**\$4,250,000
GENERAL OBLIGATION BONDS, SERIES 2012
OF THE CITY OF CLINTON, MISSISSIPPI**

March 20, 2012

Mayor and Board of Aldermen
City of Clinton, Mississippi
300 Jefferson Street
Post Office Box 156
Clinton, Mississippi 39060-0156

Ladies and Gentlemen:

We offer to pay \$4,250,000 plus accrued interest from the date on the Bonds (hereinafter defined) to the date of delivery, plus premium of \$ None, for the Six Million Dollars (\$4,250,000) principal amount General Obligation Bonds, Series 2012, dated April 1, 2012 (the "Bonds"), of the City of Clinton, Mississippi (the "City"), as described in the Notice of Bond Sale dated March 6, 2012, maturing and bearing interest as follows:

<u>YEAR</u> (April 1 Maturity)	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2013	\$ 105,000	3.40
2014	110,000	
2015	155,000	
2016	160,000	
2017	165,000	
2018	175,000	
2019	180,000	
2020	190,000	
2021	195,000	
2022	205,000	
2023	210,000	2.40
2024	220,000	
2025	230,000	

2026	235,000	<u>2.50</u>
2027	245,000	<u>2.60</u>
2028	255,000	<u>2.70</u>
2029	265,000	<u>2.75</u>
2030	305,000	↓
2031	315,000	
2032	330,000	

Based upon the interest rate or rates specified above, we compute:

gross interest cost to the City \$ 1,435,730.00
 (deducting premium of \$ None, if any)
 net interest cost \$ 1,435,730.00

and the average annual net interest rate from the date of the Bonds to their respective maturities to be 2.790263 %.

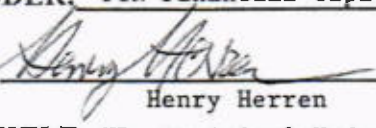
If there is any discrepancy between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

Both principal of and interest on the Bonds will be payable at a place to be designated by the undersigned, subject to the approval of the City.

A (cashier's check) (certified check) (bank exchange), issued or certified by a bank located in the State of Mississippi and payable to the order of the City of Clinton, Mississippi, in the amount of Eighty-five Thousand Dollars (\$85,000) accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all the terms and conditions of the Notice of Bond Sale, dated March 6, 2012, which by reference is hereby made a part of this bid.

BIDDER: FTN Financial Capital Markets

BY: 
Henry Herren

TITLE: VP, Municipal Underwriting

800.456.5460, x8006

Associates (if any):

BankPlus

Return of good faith deposit hereby acknowledged.

DATE: _____

BY: _____

ACCEPTANCE

The above proposal accepted by resolution of the City of Clinton, Mississippi, and receipt of the within mentioned check is hereby acknowledged.

DATE: March 21, 2012

BY: 

ROSEMARY G. NEITMAN, MAYOR

**AGREEMENT CONCERNING THE
\$4,250,000
CITY OF CLINTON, MISSISSIPPI
GENERAL OBLIGATION BONDS, SERIES 2012
DATED APRIL 1, 2012**

BankPlus, Ridgeland, Mississippi (the "Bank"), hereby acknowledges receipt of the Resolution adopted March 6, 2012 (the "Bond Resolution"), by the Mayor and Board of Aldermen (the "Governing Body") of the City of Clinton, Mississippi "the "City")", wherein the Bank was designated as the paying agent for the City's \$4,250,000 General Obligation Bonds, Series 2012, (the "Bonds"), and hereby accepts said designation. The Bank further acknowledges that it has reviewed the Bond Resolution and agrees to act as paying agent pursuant to the provisions thereof.

It is agreed that so long as the Governing Body has funds on deposit with the Bank in its capacity as paying agent, sufficient to meet the payment of principal and of interest on the Bonds five (5) business days prior to the due date thereof, the Bank will hold harmless and indemnify the Governing Body from any and all damages or claims for damages arising out of or connected with the payment or nonpayment of such principal of and interest on the Bonds.

It is further agreed that the Bank, in its capacity as paying agent for the Bonds, will hold harmless and indemnify the Governing Body from any and all damages or claims for damages arising out of or connected with the erroneous issuance of bond certificates by the Bank in amounts in excess of that authorized by the Bond Resolution.

A copy of the Bank's schedule of compensation which details its current bond registrar/transfer/paying agent fees is attached. However, the Bank reserves the right to adjust the fees upon thirty (30) days prior written notice to the City Clerk.

This, the ____ day of April, 2012.

**BANKPLUS,
RIDGELAND, MISSISSIPPI**

By: _____
**ED EGGER,
VICE PRESIDENT,
WEALTH MANAGEMENT**

[The remainder of this page left blank intentionally.]

The foregoing Agreement concerning the City of Clinton, Mississippi, \$4,250,000 General Obligation Bonds, Series 2012, has been accepted by the City of Clinton, Mississippi, and entered on its minutes.

This, the _____ day of April, 2012.

CITY OF CLINTON, MISSISSIPPI

By: _____
ROSEMARY G. AULTMAN, MAYOR

RUSSELL L. WALL, CITY CLERK

CITY OF CLINTON

SEALED BID OPENING - SUMMARY SHEET

BID OPENING MARCH 30th, 2012 - 10 AM

REQUESTED BID ITEMS SUMMATION

BID ITEM #1 - LEASE/PURCHASE OF ONE (1) E-ONE CUSTOM PUMPER TRUCK FOR THE CLINTON FIRE DEPARTMENT. TERMS TO BE 120 MONTHS, WITH NO BALLOON PAYMENTS. TOTAL PURCHASE PRICE TO BE \$ 443,110.00.

RESULTS AT BID OPENING

BID RECEIVED FROM		ALL REQs MET	BID DETAILS		
			INT RATE	MONTHLY PAYMENT	TOTAL COST
1	BANCORP SOUTH EQUIP FINANCE		2.73	4,223.70	
2	LEASING 2, INC.		2.65	4,200.77	
3	REGIONS EQUIPMENT FINANCE CORP		2.84	4,246.75	
4	TRUSTMARK FINANCIAL SERVICES, INC.		2.84	4,250.13	
5					
6					
7					
8					
9					
10					
11					
12					

CITY REPRESENTATIVES



BIDS OPENED BY



BID OPENING WITNESSED BY

ADDITIONAL ATTENDEES

MR. TERRY McMILLAN - REGIONS BANK

MR. NOLAN AILENS - TRUSTMARK NATIONAL BANK



l e a s i n g 2

Lessee
City of Clinton, MS
Jimmy Baldree

Dealer
Sunbelt Fire
Curtis Gho

Proposal Date: March 28, 2012
Equipment Description: E-One Typhoon Custom Pumper
Commencement Date: April 18, 2012

	<u>Option 1</u>
Equipment Cost:	\$443,110
Lessee Down Payment:	
Amount Financed:	\$443,110
Lease Term:	10 Years
First Payment Date:	5/18/2012
Payment Frequency:	12 / year
Lease Rate:	2.65%
Payment Amount:	\$4,206.77
Payment Factor:	0.00949

The information contained in this lease quote is privileged and confidential.

Any communication of this information in whole or in part is prohibited.

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

- a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be funded by Leasing 2 by April 30, 2012 in order to protect the rates quoted.
- b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.
- c) **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- d) **Fixed Rates:** Unless otherwise noted, the interest rates in this proposal are fixed for the entire term.
- e) **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.
- f) **Bank Qualified:** Lessee shall certify that it has not designated, and does not reasonably anticipate designating, more than \$10,000,000.00 of obligations during the calendar year that the proposed lease is executed.

2. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Leasing 2, Inc.

BY: **Brad Meyers** (via email or facsimile)
Phone: 800-287-5155 Fax: 813-258-9333

DATE: March 28, 2012



VISIT OUR WEBSITE:
www.leasing2.com

REQUEST TO PROCEED:

When you are ready to proceed and would like to move towards finalizing this lease, please acknowledge that you have reviewed this entire proposal and understand its contents and that you have awarded this business to Leasing 2, Inc. by completing this section of the proposal and faxing it to Leasing 2. We will immediately fax you "next step" instructions.

In the event Lessee refuses to finalize this transaction once this "Request to Proceed" has been signed and received by Lessor, Lessee agrees to pay Lessor \$500.00 in order to cover costs incurred by Lessor as a result of receiving this "Request To Proceed" from Lessee.

We appreciate your confidence and consideration.

Last month of your budget year: SEPTEMBER

Proposal date: March 28, 2012

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: April 17, 2012

City of Clinton, MS

Name of Lessee

Resemany G. Avitman

Authorized Signature

4.4.12

Date

Resemany G. Avitman

Printed Name Of Authorized Signature

MAYOR

Title

Jimmy BridgEE

Contact Name (If Different Than

Authorized Signature)

601-924-5474

Contact Phone

jbridgEE@CLINTONMS.MG

Contact E-Mail Address

601-925-4605

Contact Fax

Do you prefer e-mail or fax? E-MAIL

Please complete the above information and fax all pages of the proposal to
813-258-9333.

**In the event that you require board action to sign this proposal,
please call us so that we may forward
the preferred form of Resolution for your convenience.**

CITY OF CLINTON

SEALED BID OPENING - SUMMARY SHEET

BID OPENING MARCH 30th, 2012 - 10 AM

REQUESTED BID ITEMS SUMMATION

BID ITEM #1 - LEASE/PURCHASE OF ONE (1) E-ONE FIRE RANGER (RESCUE) TRUCK FOR THE CLINTON FIRE DEPARTMENT. TERMS TO BE 60 MONTHS, WITH NO BALLOON PAYMENTS. TOTAL PURCHASE PRICE TO BE \$ 160,836.00.

RESULTS AT BID OPENING

BID RECEIVED FROM		ALL REQs MET	BID DETAILS		
			INT RATE	MONTHLY PAYMENT	TOTAL COST
1	BANCORP SOUTH EQUIP FINANCE		1.93	2814.17	
2	LEASING 2, INC.		3.5	2925.75	
3	REGIONS EQUIPMENT FINANCE CORP		1.9808	2817.74	
4	TRUSTMARK FINANCIAL SERVICES, INC.		2.36	2844.50	
5					
6					
7					
8					
9					
10					
11					
12					

CITY REPRESENTATIVES


BIDS OPENED BY


BID OPENING WITNESSED BY

ADDITIONAL ATTENDEES

MR. TERRY McMILLAN - REGIONS BANK

MR. NIKAN AILENS - TRUSTMARK NATIONAL BANK



3/28/2012

City of Clinton
P.O. Box 156
Clinton, Ms 39060-0156

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Clinton
3. Equipment Description: Rescue Truck
4. Equipment Cost: \$160,836.00
5. Lease Term: 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

60 Monthly payments of \$2,814.17
Payments in arrears
7. Lease Rate: 1.93%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 7/5/12. If the equipment is not delivered and the lease funded prior to 7/5/12, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 7/5/12. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: Jeremy G. Aultman, Mayor
Title
Date: April 4, 2012

**RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK)
TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY
RELIEF FUND FOR 2012**

WHEREAS, on October 16, 1990, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to enact legislation to authorize the City of Clinton to establish the payment of one (1) additional payment per year from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to be paid directly to retired members of said Fund, or the beneficiaries thereof, who on December 1 of each year are receiving retirement allowance under Section 21-29-39 of the Mississippi Code of 1972. The amount shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 ½) of the annual retirement allowance for each full fiscal year that the retired member or beneficiary has actually drawn retirement payments from the date of retirement or the passage of the Act, whichever is the later date: and

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Fire and Police Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, on March 4, 1997, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to set the maximum amount of additional benefit payment (COLA) to retirees of the Clinton Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipients' annual retirement allowance; and

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill No. 1919, approved by the Governor on April 10, 1997, setting the maximum amount of additional benefit payment (COLA) to retirees of the Clinton Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipient's annual retirement allowance to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, the governing authorities wish to establish the additional payments authorized in House Bill no. 1542, as limited by House Bill No. 1919 and request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payments.

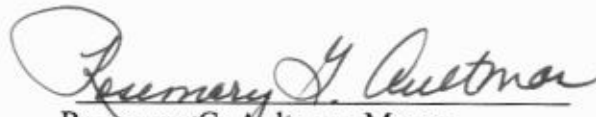
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the City hereby authorize the payment of one (1) additional payment from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to retired members of such disability and relief fund or beneficiaries thereof who on December 1, 2012, are receiving a retirement allowance under section 21-29-139, Mississippi Code of 1972. The amount of such payment shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 ½) of the annual retirement allowance for each full fiscal year after June 30, 1990, that the retired member or beneficiary has actually drawn retirement payments from the date of retirement and further limited to a maximum of ten percent (10%) of the annual retirement allowance for any year.

BE IT FURTHER RESOLVED that the governing authorities of the City of Clinton hereby request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payment in accordance with House Bill No. 1542 and House Bill No. 1919 for the calendar year 2012.

Alderwoman Peace moved that the foregoing Resolution be adopted. Alderman Brabham seconded the motion. The vote was as follows:

Alderman Brabham	AYE	Alderman Hisaw	AYE
Alderman Greer	AYE	Alderman Barnett	AYE
Alderwoman Peace	AYE	Alderman Morgan	AYE
Alderman Cashion	AYE		

Approved on the 3rd day of April, 2012.


Rosemary G. Aultman, Mayor

ATTEST:


Russell L. Wall, City Clerk

SEAL





Certificate of Attendance

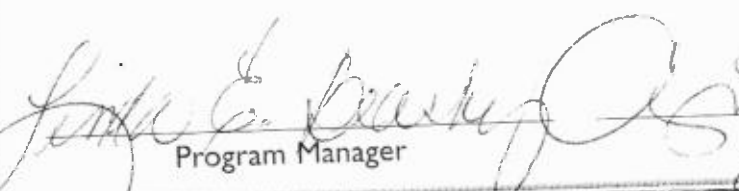
The University of Mississippi Law Center
Awards this Certificate to

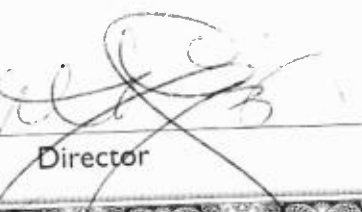
Stephanie Jordan

for having attended the
Municipal Court Clerks Spring Seminar
Initial Appearance Training

March 9, 2012
conducted by the

Mississippi Judicial College


Program Manager


Director

Purchaser:

Clinton Parks and Recreation
Clinton, MS

Contact:

Ray Holloway
601-924-0131

BAND CONTRACT**ARTIST**

ARTIST: KIMBERLIE HELTON

Artist: S.S.N. (for payroll) 260-96-5777

Address: 217 SHANNON DR.

City, HENDERSON, TN 38340

Contact Number: 731-608-2976

E-MAIL: kimberlieheltonband@yahoo.com

DATE OF ENGAGEMENT: July 4, 2012

HOURS: 7 p.m. for an hour and 15 minutes

LOCATION: Clinton Parks and Recreation

Artist to provide a family friendly show full of energy and interaction with the crowd. Artist will perform country, blues, classic rock, R&B from the 60's, 70's, 80's 90's and today.

Bid: \$2500.00 plus 3 hotel rooms and dinner for 11 prior to the show.

Fees to be paid as follows: Upon completion of engagement.

A) The artist executes this agreement as an independent contractor and not as an employee of the purchaser. Responsibility for appropriate payment of payroll taxes and charges under applicable Federal and local laws will be assumed by the artist.

B) Artists agrees to indemnify and hold harmless Purchaser for any and all actions, causes of action, claims, demands and damages, whether or not now known or contemplated, of whatever name or nature, in any manner caused by or contributed to be caused by the performance of the artist's services under this contract.

C) Purchaser will pay full amount of fees agreed upon after completion of engagement. Purchaser shall not be liable for the default or the non-performance of the artist. No changes in the contract shall be made without written approval from the purchaser.

Purchaser

Date

Kimberlie Helton

3/6/12

Artist

Date



SHOW DATE

July 4, 2012

Wednesday



P.O. Box 338 ♦ Olive Branch, MS 38654 ♦ 662/890-9294 ♦
662/890-9297 Fax
www.RockinJasonDWilliams.com

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this 9th day of March, 2012 between the undersigned purchaser of music (hereinafter called "Purchaser") and the undersigned musician or musicians.

CAST: JASON D. WILLIAMS SHOW

DATE: July 4, 2012

CITY, STATE: Clinton, MS

PLACE OF PERFORMANCE: Traceway Park 200 Soccer Row, Clinton, MS 39056

SHOWTIME(S): 8PM

TYPE OF SHOW: Public LENGTH: 75-90 Approximate. Gates open 5:30. First performer starts at 6PM

Wages agreed upon guaranteed rain or shine to be paid in CASH, CERTIFIED CHECK, MONEY ORDER, PERSONAL CHECK, COMPANY CHECK or CASHIERS CHECK in US DOLLARS to leader or his representative UPON DEMAND as stated in method of payment. FINAL PAYMENT MUST BE RECEIVED NO LESS THAN 10 DAYS PRIOR TO SHOW DATE.

WAGES AGREED UPON IN U.S. DOLLARS \$ 5,500.00

METHOD OF PAYMENT:

Deposit of \$ 2750.00

Make Deposit Payable to: JD WILLIAMS

Balance Due: \$ 2750.00

\$	_____
Rec	_____
By	_____

THIS CONTRACT BECOMES VOID IF EMPLOYER FAILS TO SIGN AND RETURN SAME WITHIN 15 DAYS OF DATE ISSUED

REMARKS: BUYER MUST PROVIDE AT NO ADDITIONAL COST TO ARTIST, SOUND AND LIGHTS AS DISCUSSED, 3 LOADERS BOTH PRIOR TO AND AFTER PERFORMANCE (THESE ARE PEOPLE TO HELP MOVE OUR EQUIPMENT IN AND OUT PRIOR TO AND AFTER PERFORMANCE. BECAUSE MUSICIANS DEPEND ON THEIR HANDS FOR YOUR PERFORMANCE WE LIKE TO BE SURE THEY DON'T GET HURT LOADING IN THIS PROCESS), PIANO TUNER, HOT MEALS FOR 5.

RIDER ON REVERSE SIDE OF THIS CONTRACT IS PART OF THIS CONTRACT AND MUST BE INITIALED!

City of Clinton, Mayor Rosemary Aultman

Additional contact: Ray Holloway

Employer's Name

Signature of Employer

Street Address: P.O. Box 156

City: Clinton State: MS Zip: 39060

Telephone: 601-924-6082 Fax:

Email: rholloway@clintonparksandrec.com

Jason D. Williams

Leader's Name

Signature of Leader or Agent

P.O. Box 338

Olive Branch, MS 38654

This contract does not conclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. Internal revenue Service and of some state agencies. Rockabilly Records acts herein only as agent for artist and assumes no liability hereunder.

- 1) BUYER warrants that he/she has the right to enter into this contract and is of legal age.
- 2) Rockabilly Records, L.L.C. acts herein only as agent and or manager for Artist and assumes no liability hereunder.
- 3) In the event this show is not presented due to inclement weather, ARTIST must still be paid in full provided ARTIST is ready, willing and able to perform at the designated time specified in the contract. Judgment of the weather's effect in the ability to perform shall be at the ARTIST'S sole discretion, to be paid RAIN or SHINE.
- 4) Please coordinate any requests for interviews or promotional appearances with Management prior to committing the ARTIST in any way.
- 5) CANCELLATION. ARTIST reserves the right to cancel this engagement prior to play date for scheduling of any Nevada type engagements, motion picture, television production or a major concert tour, foreign or domestic. In the event of cancellation artist will make every attempt to give notice in writing a minimum of thirty (30) days prior to play date, at Buyer address of contract face. In the event that the ARTIST cancels, contract deposit will be refunded. In the event that the BUYER must cancel, no deposit shall be refunded and BUYER shall give written notice no less than thirty (30) days prior to show to Rockabilly Records, L.L.C. PO BOX 338, Olive Branch, MS. If BUYER must cancel less than thirty (30) days prior to performance the ARTIST must still be paid in full.
- 6) Recording, Video Taping, Filming or broadcasting of ARTIST'S performance is prohibited without the express written permission of the ARTIST'S Management prior to day of show. If written consent is given a copy must be supplied to Artist's management within 5 days of performance.
- 7) Buyer must make accessible and secured parking space for one 40 foot tour bus or 12 passenger van with 14 foot trailer, as close as possible to the stage door and/or hotel at no charge.
- 8) BUYER or authorized representative should be available at the venue from load-in through load-out.
- 9) ~~ARTIST at his request shall have twenty (20) top priced tickets available to them at no cost to use at their sole discretion for all shows open to the public and/or through ticket sales.~~

10) 10 hand towels, not bar towels, to be made available one (1) hour prior to show-time for ARTISTS use on stage.

11) CATERING REQUIREMENTS: ARTIST/BAND/CREW DRESSING ROOM/STAGE AREA:

One (1) Case Gatorade One (1) Case Bottled Water

10 (Ten) Hand Towels

AT NO TIME WILL ANY ALCOHOLIC BEVERAGES BE ALLOWED BACKSTAGE OR IN ARTIST DRESSING ROOM. THIS INCLUDES BAND AND CREW.

Buyer shall provide a hot catered meal, including fruit and items that are low fat, high protein, limited carbohydrates for band and crew (5 people); two of these meals must be vegetarian. Dinner time is to be set with ARTIST Tour Manager and must be a minimum of two hours prior to show time. In the event of a casino venue meal tickets may be provided to band & crew for dining at the casino restaurants.

12) CONCESSIONS /MERCHANDISE: (Does not apply for Private or Corporate shows)

A. ARTIST shall have the sole and exclusive right but no obligation to sell merchandise bearing his name and likeness at no cost to ARTIST by buyer or anyone else for the selling of merchandise. BUYER will provide one (1) 8' table. ARTIST reserves the right to sign autographs at his discretion.

13) FORCE MAJURE: ARTIST'S obligation to furnish the entertainment referred to herein is subject to detention or prevention by sickness, inability to perform, accident by means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and act or order of any public authority of any cause, similar or dissimilar, beyond ARTISTS control.

14) TRAVEL:

~~A. In the event the place of performance is considered a "fly date" within the continental limits of the United States, BUYER agrees to provide at his sole expense, round trip coach class airfare for 5 and all ground transport to and from airport, hotel, and performance venue.~~

~~B. Hotel accommodations, excluding room incidentals, are the responsibility of the BUYER. BUYER agrees to provide at his sole expense 4 moderate quality non-smoking rooms for each night ARTIST is scheduled to perform. Rooms must be reserved under the name Jason Williams and confirmation numbers should be provided when advancing the show date. Rooms must be pre-paid by BUYER prior to ARTIST arrival.~~

15) Nothing in this agreement should be construed to create a partnership or any relationship between BUYER and PRODUCER or ARTIST beyond this one contracted engagement.

16) All local taxes are to be paid, without exception, by BUYER. It is fully understood that no deductions whatsoever are to be taken from the ARTIST'S contract guarantee or any percentage amounts earned hereunder.

17) STAGE REQUIREMENTS:

A. Minimum 10' X 12' exclusive of sound wings

B. 6' X 6' X 2' drum riser is preferred but not required. Should be set center stage when available.

C. Two (4) 20 amp Electrical outlets / Power Distribution.

D. All outdoor stages to have waterproof covering and side drops to cover complete staging area. Side drops are necessary to prevent wind or blowing rain from wetting stage and equipment.

E. In the event BUYER provides ARTIST piano for engagement, BUYER shall not hold ARTIST responsible for condition of piano following performance.

18) SOUND REQUIREMENTS:

Professional, first-class, high quality is mandatory

1. 16 channel board, with no less than 3 sub-mix capability.

2. Two Sure 58 microphones one straight stand one boom.

3. ARTIST monitor system must be able to be used with provided monitor system.

4. 3 floor wedges, 1 Drum Monitor, with adequate amplification and power.

5. Sound System must have Three (3) 30 amp 120v AC power drops at stage right / left.

6. Adequate personnel to set up and operate sound equipment.

19) LIGHTING REQUIREMENTS:

1. Shows with more than 400 attendees must have one (1) follow spot and operator optional.

2. 8 par 64 lighting (4 light tree stage left and right) system minimum. Shows with more than 400 attendees must have 16 par 64 lighting system minimum.

3. Shows with more than 400 attendees must have professional lighting board and lighting operator.

20) All parties to this agreement acknowledge that this Agreement was entered into the State of Mississippi and shall be governed by laws of the State of Mississippi. Further, all parties acknowledge that Olive Branch, DeSoto County, Mississippi is the appropriate forum for any and all litigation arising out of or involving this Agreement and / or the performance of any duties there under. The parties therefore consent to exclusive jurisdiction and venue in DeSoto County, Mississippi. The parties further agree that the prevailing party in any litigation will be entitled to recover their costs including reasonable attorney fees and that any litigation filed outside DeSoto County, Mississippi will be subject to immediate dismissal along with the appropriate sanctions under FRCP 11 or the corresponding state court rules. The parties further agree to do and hereby waive formal service of process via certified mail, return receipt requested, addressed to the address listed. The parties further agree that should it become necessary to consult an attorney due to any breach of this Agreement, then such costs will be considered as recoverable damages.

21) CONTRACT ALTERATIONS:

It is hereby understood and agreed that the BUYER shall not add to, delete from, or make any alterations in the Agreement or Rider without prior communication and written agreement from ARTIST'S personal manager. Any attempt to alter this Agreement by BUYER will act as a waiver of all rights of purchase but will leave all liabilities of BUYER in place.

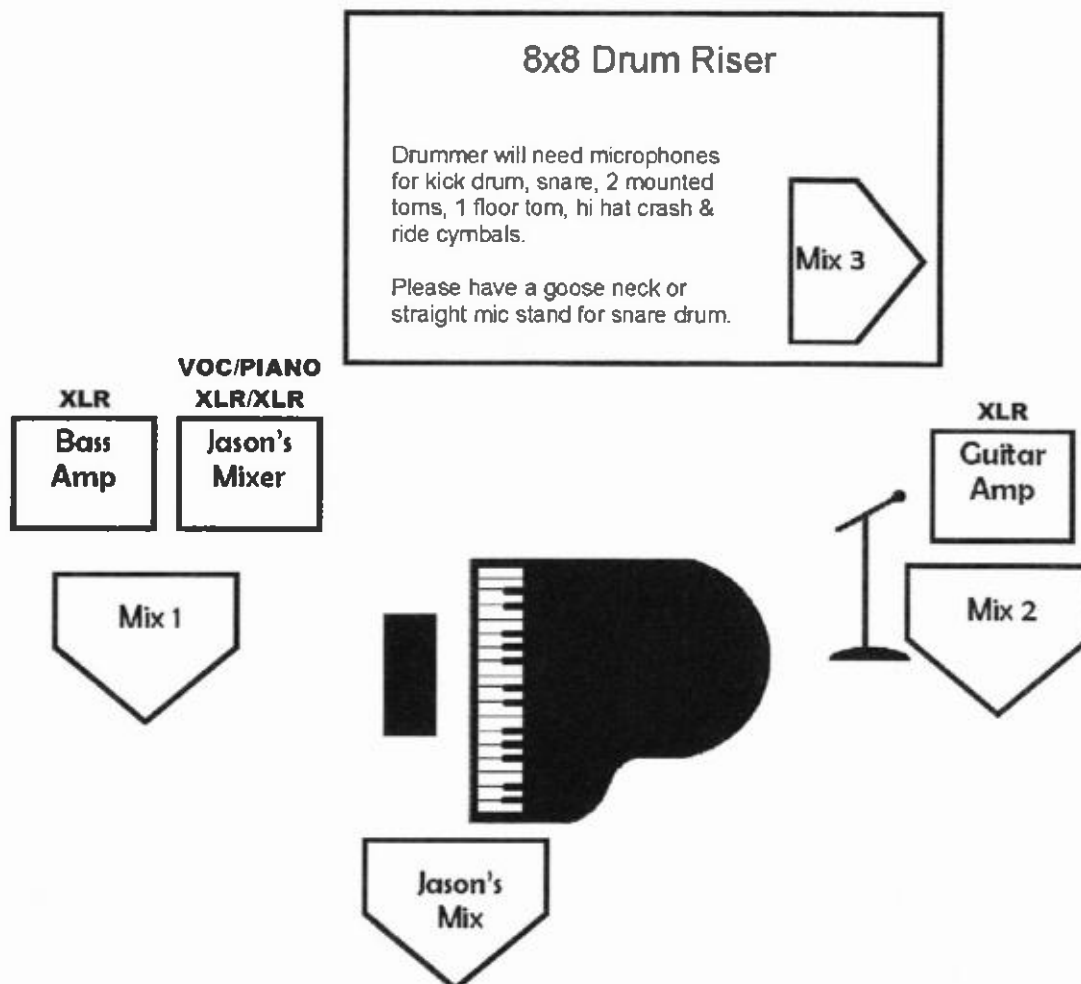
ARTIST INITIAL: _____

BUYER INITIAL: _____

Jason D Williams Stage Plot & Sound Requirements

Please Provide No Less than 4 Stagehands for Load In and Load Out.

- ◆ Jason travels with his own piano, monitor system and microphone.
You will need 2 XLR's from his passive splitter to run into your system.
- ◆ Bass and Guitar run Direct XLR (one each).
- ◆ The Band Requires 3 Monitor Mixes.
- ◆ Please have a Shure SM58 and a boom stand for the guitar player.





MSA Policy 104 Tournament Bid Proposal

Page 1 of 8

2010 version

Bid Application to Host MSA Tournaments

Tournament Name: MSA Kohls American Cup - D3

For the Date(s) of: May 3 -5, 2013

Contact Information:

Association: Clinton Parks and Recreation Dept. in partnership w/CSA

Contact Person: Ray Holloway

Address: P.O. Box 156

City/State/Zip: Clinton, MS 39060

Phone Numbers including area code:

Home: _____ **Work:** (601) 924-6082 **Mobile:** (601) 506-9688

Email Address: rholloway@clintonparksandrec.com

The following items are desired for the hosting any MSA Sponsored Tournament or State Cup. Please read the following items carefully and indicate those that will be supplied as part of your proposed bid package. Bid awards will be made by the Tournament Committee or MSA Council based upon the best-perceived value and facilities for MSA and its players. Organizations within the tournament rotation will receive priority consideration.

MSA will consider multi-year Bids. Indicate the number of years that this bid is for:

☒ 1 year ☐ 2 year ☐ 3 year

Annual remuneration for a multiple year bid \$ _____

MSA will arrange hotel accommodations for MSA Staff and Referees

The Division I and II Cups by their nature, may require a greater of number of referees that may need to travel to the Tournament. Referee Rooms must be Double/Doubles in order to accommodate the number of officials needed. Bidders should assume that as many as 30 rooms may be needed for an event. MSA attempts to limit the number of traveling referees as possible, but also must balance the needs of the players having quality officials. MSA will always seek to obtain the lowest cost accommodations for Staff and referees while maintaining proper safety and risk management. When Bidding Staff and Referee Rooms, you should check with your local Hotels to obtain rates to assess your exposure in a bid. Historical data indicates that rooms in Mississippi average between \$89 and \$109.



MSA Policy 104 Tournament Bid Proposal

Page 2 of 8

2010 version

Playing Fields/Complex: Traceway Park in the City of Clinton
The Tournament will be held at _____

Additional Locations: _____

The address of the fields are: 200 Soccer Row Clinton, MS 39056
http://clintonparksandrec.com/clinton_park_maps.html

This is necessary to include map coordinates online.

Field Specifications – Page One

Provide field specifications, goal size and lighting availability for each field. Provide any additional comments on a separate piece of paper as an addendum.

Field #	Field Name	Length (yds)	Width (yds)	Oldest Age	Youngest Age	Goal Sizes	Lights Y/N
1	Fld. 3 (4 flds.)	60	40	10		6 1/2 x 24	Y
2	or Fld. 3	120	70	19		8 x 24	Y
3	Fld. 4	110	60	16	14	8 x 24	Y
4	Fld. 5	120	70	19	16	8 x 24	Y
5	Fld. 6	120	70	19	16	8 x 24	Y
6	Fld. 7 (2 flds.)	50	30	8		6 x 12	Y
7	or Fld. 7	110	60	16	14	8 x 24	Y
8	Fld. 8 (2 flds.)	75	45	12		7 x 21	Y
9	or Fld. 8	120	70	19	16	8 x 24	Y
10	Fld. 9 (2 flds.)	75	45	12		7 x 21	Y
11	or Fld. 9	120	70	19	16	8 x 24	Y
12	Fld. 10 (3 flds.)	50	30	8		6 x 12	Y
13	or Fld. 10	75	45	12		7 x 21	Y
14	Fld. 11	50	30	8		6 x 12	N



MSA Policy 104 Tournament Bid Proposal

Page 3 of 8

2010 version

Field Specifications – Page One

Provide field specifications, goal size and lighting availability for each field. Provide any additional comments on a separate piece of paper as an addendum.

Field #	Field Name	Length (yds)	Width (yds)	Oldest Age	Youngest Age	Goal Sizes	Lights Y/N
15	Fld. 12	75	45	12		7 x 21	N
16	Fld. 13 (4 flds.)	60	40	10		6 1/2 x 18	N
17	or Fld. 13	120	70	19	16	8 x 24	N
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							



We understand that all costs associated with the fields and / or their preparation will be paid by the host organization.



MSA Policy 104 Tournament Bid Proposal

Page 4 of 8

2010 version

Bid Components

Indicate the items that your organization will provide and the amounts that are being bid

	Item	Cost	Comments
1	Field Rental	-0-	Any field rental costs shall be assumed by the tournament host
MSA uses between 4 and 10 Staff rooms depending on the tournament location. Indicate your Staff Rooms bid for either a fixed number, a percentage of the cost, or a flat dollar amount, if any.			
	Staff Hotel Rooms #	4 Rooms	Fixed Number
		or	
2	Staff Hotel Rooms %	0%	Percentage
		or	
	Staff Hotel Rooms \$	Select the \$ Amt	Fixed Dollar Amount
MSA uses between 15 and 30 Referee rooms depending on the tournament location and Playing Division Indicate your Referee Rooms bid for either a fixed number, a percentage of the cost, or a flat dollar amount, if any.			
	Ref Hotel Rooms #	15 Rooms	Fixed Number
		or	
3	Ref Hotel Rooms %	100%	Percentage
		or	
	Ref Hotel Rooms \$	Select the \$ Amt	Fixed Dollar Amount
4	Golf Carts	\$75 ea. (spt. med., msa, ref.)	5 required for single venue, 1 each for additional venues (State Cups)
5	Tent/Trailer Rental (Admin) \$	400	Conference Room
6	Tent/Trailer Rental (Referee) \$	500	
	MEALS:		
7	Tournament Officials Lunches \$		
8	Referee Snacks \$	100	
9	Referee Meals \$	300	
	Miscellaneous: List		
10	P & R Staff	100	
11			
	Total Cost to MSA \$	375	



MSA Policy 104 Tournament Bid Proposal

Page 5 of 8

2010 version

Bid Component Details – Page One

The following items are those, which are desired for the hosting any MSA Sponsored Tournament or State Cup. Please read the following items carefully and **click to place a checkmark by those that will be supplied as part of your package. Some items require agreement for the Bid to be considered.**

Benches

☒	Two player benches on one side of the playing field, separated by 15-20 feet on each side of the halfway line for the teams
☒	We understand that this is required

Administration – Required -One large tent or trailer to serve as tournament headquarters.
Required -One large tent, trailer or room onsite to serve as tournament headquarters

☒	Two 6-8' long tables and a minimum of 12 chairs in the administrators area.
☒	Fresh water and ice, with cups, provided throughout the day.
☒	Snacks and drinks provided for the administrators and VIP's throughout the day.
☐	Lunch provided for administrators each afternoon.
☒	Boards provided in a convenient location for all teams to see. Boards will contain tournament game schedules and standings. Boards also available for posting messages and telephone numbers.

Tournament Administrator to be provided with a complete list of address and telephone numbers of the following.

☒	Field contact person and alternate
☒	Hosting association contacts
☒	Tournament volunteers and positions (Risk Management completed)
☒	Storage Facilities for the balls, trophies, medals and banners which can be kept locked at all times. Administrator will require one key for easy access.
☐	Internet Access - Must use wireless data card



MSA Policy 104 Tournament Bid Proposal

Page 6 of 8

2010 version

Referee Tent

☒	One large tent, trailer, or room away from players and spectators for the referees.
☒	Water, ice and cups provided continuously throughout the tournament.
☒	Snacks provided for referees throughout the tournament (oranges, Gatorade, bananas, raisins)
☒	Lunch provided for referees each day
☒	2 tables with 4 chairs for assignor and assessor staff

Comfort Facilities

☒	Port-a-lets or permanent bathroom facilities are required
-------------------------------------	---

Staging Area

☒	A central location for the presentation of the trophies..
☒	Location for sponsor inflatables.

Transportation

☒	5 Golf carts required for State Cups. One additional for each remote venue. These golf carts are set aside for The sole use of MSA Staff
☒	We understand that no minors may operate Golf Carts

Products, Signage and T-Shirts

☒	If the hosting association wishes to sell T-Shirts, the design must first be approved by the MSA Executive Director and Corporate Sponsor
☒	Signage must be approved and reviewed with the MSA Executive Director to assure sponsorship compliance



MSA Policy 104 Tournament Bid Proposal

Page 7 of 8

2010 version

Bid Component Details – Page two

Miscellaneous

☒	Concession stand to be provided. All sales to local host.
☒	All retail vendors are to be first approved by the MSA Executive Director
☒	Banners to be placed around the field (provided by the MSA State Office and MSA Sponsors).
☒	Provide sponsors, if possible, to help with the cost of the tournament. Any sponsorship shall be split at a rate of 60/40 to the local hosts. All Sponsorships must be paid directly to MSA



MSA Policy 104 Tournament Bid Proposal

Page 8 of 8

2010 version

BID PROPOSAL Agreements

Having been able to meet the majority of the criteria as on the previous pages 1 - 7, we would like to host the Cup Competition Listed above at the our organizations facilities in the City or Cities of Clinton, MS

Having read and reviewed the requirements in making this bid presentation, we, the following undersigned, do agree to the terms and conditions of hosting this tournament as listed under Bid Requirements of this document.

► For **all** tournaments, we acknowledge that games will be played on Sunday Morning and that the playing fields required for the Sunday Morning Games will be available. If a City Recreation Department controls the fields, their signature agreeing to this requirement is affixed below. ***(Bids will not be accepted for city sites without the appropriate city officials signature).***

► We agree that all costs associated with the fields and / or their preparation will be paid by the host organization. We acknowledge that we will receive all proceeds from the sales of concessions and souvenirs sold at the tournament ***with the exception*** of the proceeds from the sale of official MSA, USYSA and USSF Souvenirs, which will be sold at the tournament headquarters.

► We acknowledge that MSA will be responsible for the referee fees, official MSA Tournament awards, expenses for the MSA officials and staff, and all administrative costs of the tournament that we have not agreed to supply as a part of our bid.

► We agree to honor all MSA Contracts with National and / or State Sponsors.

Signature of Hosting Association President

Date

Rosemary J. Auetman

4-4-2012

Signature of Facility Administrator or City Official

Date

Attest: Russell Wall

4-4-2012

Signature of Facility Administrator or City Official

Date

Print and Fax, or save and email to office@mississippisoccer.org

3/13/2012

SYLACAUGA

Quote #: 1203-5005

Customer: CITCLI
CITY OF CLINTON PARK & REC. DE
PO BOX 156

Harrell's Fertilizer
PO Box 807

Lakeland, FL 33802

CLINTON, MS 39060

Ship To: SHIP TO**Freight Zone:** 000**Total Tons:** 3.75 **Ton Price:** \$1,330.00 **Total:** \$4,987.50

CITY OF CLINTON PARK & REC. DE

FP Inv #:**In:** Pro Fertilizer w/Poly Regul**Analysis:** 35-0-0**% Organic:****Mix Use:** TGR

85

Acres:**Spread Rate:****Density:** 54**Program:**

Inv #	Description	Lbs	T/N	n/n	a/n	w/s	wis	APA	K20
R015	GR SUL AM	667	7		7				
R038	POLYON-42	1333	28			28			

2000

35

7

28

Sales Representative

Steve Kuyrkendall

Office

Mobile (601) 953-1847

Expiration Date**Comments****Required Date:**

156

BOARD APPROVED
APR 03 2012
CITY OF CLINTON



BOARD APPROVED

APR 03 2012

CITY OF CLINTON

TO: Jay Willis
CC: Steve Kuyrkendall - Harrell's Fertilizer
FROM: Chris Derrick – Agrium Advanced Technologies
DATE: May 31, 2011, 2011
RE: Harrell's Fertilizer

Harrell's Fertilizer is the sole source vender of POLYON fertilizers manufactured by Agrium Advanced Technologies.

Should you have any questions, please contact me at 256-249-6810.