

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 5, 2011 - 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 Greer followed by the pledge of allegiance to the flag led by Alderman Barnett.

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

RECOGNITION

The Mayor recognized the Clinton Junior High Ambassadors.

APPROVAL OF CONSENT AGENDA ITEMS A - Y

MOTION made by Alderman Greer and **SECONDED** by Alderwoman Peace to approve the Consent Agenda Items A-Y. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 601 JEFFERSON STREET

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved a resolution determining the necessity for the cleaning of private property located at 601 Jefferson Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and no one representing the property owner was present. No one from the public had any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 603 JEFFERSON STREET

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved a resolution determining the necessity for the cleaning of private property located at 603 Jefferson Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and no one representing the property owner was present. No one from the public had any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 607 JEFFERSON STREET

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved a resolution determining the necessity for the cleaning of private property located at 607 Jefferson Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and no one representing the property owner was present. No one from the public had any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 607-B JEFFERSON STREET

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved a resolution determining the necessity for the cleaning of private property located at 607-B Jefferson Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and no one representing the property owner was present. No one from the public had any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION APPROVAL – 407 HIGHWAY 80 E – BANCORP SOUTH

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Cashion the board approved the request made by Bancorp South to renovate a bank building located at 407 Highway 80 E in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION APPROVAL – 308 LAWSON STREET – TIM PREVOST

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the request by Tim Prevost to build a new house to be located at 308 Lawson Street in the City of Clinton, Mississippi. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION APPROVAL – 309 LAWSON STREET – TIM PREVOST

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the request by Tim Prevost to build a new house to be located at 309 Lawson Street in the City of Clinton, Mississippi. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION APPROVAL – 311 LAWSON STREET – TIM PREVOST

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Cashion the board approved the request by Tim Prevost to build a new house to be located at 311 Lawson Street in the City of Clinton, Mississippi. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION APPROVAL – 206 W LEAKE STREET – CHRISTOPHER GRAHAM

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the request by Christopher Graham to build a pool, erect a privacy fence, and remove a tree at 206 W Leake Street in the City of Clinton, Mississippi. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

SIGN APPROVAL – 106-B W LEAKE STREET – JIM MARTIN

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Morgan the board approved the request by Jim Martin to place a sign at 106-B W Leake Street in the City of Clinton, Mississippi. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

RECEIVE THE CERTIFICATE OF ATTENDANCE FROM TAMRA MORGAN FOR ATTENDING THE MUNICIPAL COURT CLERKS STATEWIDE SPRING SEMINAR HELD MARCH 10, 2011 THROUGH MARCH 11, 2011

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved receiving the Certificate of Attendance from Tamra Morgan for attending the Municipal Court Clerks Statewide Spring Seminar held March 10, 2011 through March 11, 2011. **MOTION CARRIED UNANIMOUSLY**

ACCEPT A GRANT FROM WASTE MANAGEMENT TO KEEP CLINTON BEAUTIFUL

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the acceptance of a grant for \$5,000 from Waste Management to Keep Clinton Beautiful. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE A LOAN AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF CLINTON, MISSISSIPPI FOR THE CLINTON TREATMENT FACILITY IMPROVEMENT PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Morgan the board approved authorizing the Mayor to execute a loan agreement between the Mississippi Department of Environmental Quality and the City of Clinton, Mississippi for the Clinton Treatment Facility Improvement Project. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR THE AUTHORITY TO MAKE A CLAIM FOR A LETTER OF CREDIT FOR INDIAN TRAILS SUBDIVISION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved authorizing the Mayor the authority to make a claim for a letter of credit for Indian Trails Subdivision. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR THE AUTHORITY TO MAKE A CLAIM FOR A LETTER OF CREDIT FOR CROSS PARK SUBDIVISION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved authorizing the Mayor to make a claim for a letter of credit for Cross Park Subdivision. **MOTION CARRIED UNANIMOUSLY**

APPROVE AN AMENDMENT TO THE PERMIT ISSUED TO DENBURY ONSHORE, LLC TO CONDUCT A GEOPHYSICAL SURVEY TO INCLUDE KICKAPOO ROAD LOCATED IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved an amendment to the permit issued to Denbury Onshore, LLC to conduct a Geophysical Survey to include Kickapoo Road located in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE CITY ATTORNEY TO OBTAIN EASEMENTS AND TO APPROVE THE REPLACEMENT OF A WATER LINE LOCATED ON CEDAR CREST DRIVE IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderwoman Peace the board approved authorizing the City Attorney to obtain easements and approved the replacement of a water line located on Cedar Crest Drive in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN SAMUEL M GORE ED. D AND THE CITY OF CLINTON, MISSISSIPPI FOR A SCULPTURE FOR THE VETERANS MEMORIAL TRIBUTE FOR \$56,000 TO BE LOCATED AT THE CLINTON NATCHEZ TRACE VISITORS CENTER LOCATED ON PINEHAVEN ROAD IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board authorized the Mayor to execute an agreement between Samuel M Gore ED. D and the City of Clinton, Mississippi for a sculpture for the Veterans Memorial Tribute for \$56,000 to be located at the Clinton Natchez Trace Visitors Center located on Pinehaven Road in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:43 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on April 19, 2011 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

4-7-11
Date

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk

4-7-11
Date



The
TIEBAUER LAW OFFICES, LLC

4363 Highway 45 North • Post Office Box 1421 • Waynesboro, Mississippi 39367
601.735.5222 • 601.735.2930 • Facsimile 601.735.5008 • tiebauer@c-gate.net
— Also admitted in the State of Alabama —

October 18, 2010

VIA U.S. MAIL & TELECOPIER # 1.601.924.0837

Jerry Bounds
City of Clinton
Director of Community Development
P.O. Box 156
Clinton, MS 39060

Re: Hugh McLaurin

Dear Mr. Bounds:

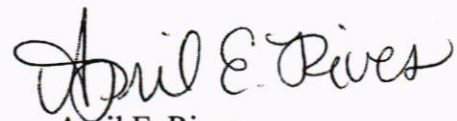
Enclosed please find the Plan of Action related to properties at 601, 603, 607 and 607-B Jefferson Street which entails the manner in which Mr. McLaurin intends to correct all violations in connection with each section that is in violation and as outlined in your letter of September 15, 2010. The same of which shall be completed no later than December 31, 2010.

In addition, all removal, repairs and other work necessary to bring all of the property into compliance with the code sections itemized will be conducted by a licensed contractor.

Should you have any questions or comments, please do not hesitate to contact me. Your kind and courteous attention to this matter is greatly appreciated.

With kind regards, I remain,

Cordially,



April E. Rives
Paralegal to Eric Tiebauer

cc: Hugh McLaurin

PLAN OF ACTION RELATED TO PROPERTIES
601, 603, 607 and 607 B on Jefferson Street:

601-Jefferson Street Jefferson Street - Connects to 603; Cream colored Apartment.

EXTERIOR PROPERTY AREA

- 302.1 Sanitation - All debris will be removed along with all items located in the surrounding yard area, including, but not limited to, trash, rubble, old toys, weeds, rodent harborage and accessory structures, including small porch area.
- 302.2 Grading and Drainage - There will be grading and bulldozing to prevent the erosion of soil and to prevent the accumulation of stagnant water and the same will be kept in a clean, safe and sanitary condition.
- 302.3 Sidewalks and Driveways - Repairs to front sidewalk/entrance will be made to existing concrete by maintaining the same free of hazardous conditions and repairing any and all deficient and uneven/cracked areas with the proper removal and/or repair thereof.
- 302.4 Weeds - All weeds and/or damaged foliage shall be removed and landscaped.
- 302.5 Rodent Harborage - All rodent harborage exterior areas shall be promptly exterminated by approved processes which will not be injurious to human health and to prevent infestation by removal of rodent harborages.

EXTERIOR STRUCTURE

- 304.1 General - Exterior structures shall be replaced and/or repaired where damaged and repainted to match surrounding exterior.
- 304.2 Protective Treatment - Exterior surfaces shall be treated with appropriate paint, protective covering and/or treatments necessary to protect the exterior surfaces.
- 304.4 Structural Members - Small porch/entrance way on side of apartment shall be removed and appropriate/functional steps shall be utilized.
- 304.5 Foundation Walls - All foundation walls shall be removed/repaired and painted to prevent cracks and/or breaks and/or openings therein and shall be maintained plumb and free from rodent cracks, breaks and/or holes
- 304.6 Exterior Walls - All exterior walls shall be removed and/or repaired and painted to prevent cracks and/or breaks and/or loose and/or rotting materials.
- 304.7 Roofs and Drainage - All flashing and/or face boards shall be removed and/or repaired and painted to ensure flush surfaces and no defects that would allow rain.

RUBBISH AND GARBAGE

- 307.1 Accumulation of Rubbish or Garbage - All items will be removed in the yard area, including but not limited to, trash, rubble, old toys, weeds, rodent harborage and accessory structures.

INFESTATION

- 308.1 Infestation - Any and all infestation of insects and/or rodents shall be promptly exterminated by approved processes which will not be injurious to human health and to prevent re-infestation.
- 308.2 Owner - Owner shall pay for such extermination.

603 Jefferson Street - Former blacksmith shop. This is believed to be a proposed historical site.

EXTERIOR PROPERTY AREA

- 302.1 Sanitation - All debris will be removed.
- 302.2 Grading and Drainage - Will repair or remove if necessary such portions of the structure which pose the greatest risk of erosion or accumulation of stagnant water.
- 302.3 Sidewalks and Driveways - Repairs to front sidewalk/entrance will be made to existing concrete by maintaining the same free of hazardous conditions and repairing any and all deficient and uneven/cracked areas with the proper removal and/or repair thereof.
- 302.4 Weeds - All weeds and/or damaged foliage shall be removed and landscaped which will prevent rodent harborage.
- 302.5 Rodent Harborage - See above.

EXTERIOR STRUCTURE

- 304.1 General - Exterior structures shall be replaced and/or repaired where damaged and repainted to match surrounding exterior.
- 304.2 Protective Treatment - Exterior surfaces shall be treated with appropriate paint, protective covering and/or treatments necessary to protect the exterior surfaces.
- 304.4 Structural Members - All structural members shall be repaired and/or replaced making them capable of safely supporting the live and/or dead loads thereupon.
- 304.5 Foundation Walls - All foundation walls shall be removed/repaired and painted to prevent cracks and/or breaks and/or openings therein and shall be maintained plumb and free from rodent cracks breaks and/or holes.
- 304.6 Exterior Walls - All exterior walls shall be removed and/or repaired and painted to prevent cracks and/or breaks and/or loose and/or rotting materials.
- 304.7 Roofs and Drainage - All flashing and/or face boards and/or roof materials shall be removed and/or repaired and painted to ensure flush surfaces and no defects that would allow rain.

RUBBISH AND GARBAGE

- 307.1 Accumulation of Rubbish or Garbage - All items will be removed and shall remain free of any accumulation of rubbish or garbage.

INFESTATION

- 308.1 Infestation - Any and all infestation of insects and/or rodents shall be promptly exterminated by approved processes which will not be injurious to human health and to prevent re-infestation.
- 308.2 Owner - Owner shall pay for such extermination.

607 Jefferson Street - Appears to be green and white house.

EXTERIOR PROPERTY AREA

- 302.1 Sanitation - All debris will be removed.
- 302.2 Grading and Drainage - Will repair or remove if necessary such portions of the structure which pose the greatest risk of erosion or accumulation of stagnant water.
- 302.3 Sidewalks and Driveways - Repairs to front sidewalk/entrance will be made to existing concrete by maintaining the same free of hazardous conditions and repairing any and all deficient and uneven/cracked areas with the proper removal and/or repair thereof.
- 302.4 Weeds - All weeds and/or damaged foliage shall be removed and landscaped which will prevent rodent harborage.
- 302.5 Rodent Harborage - See above.

EXTERIOR STRUCTURE

- 304.1 General - Exterior structures shall be removed and/or replaced and/or repaired where damaged and repainted to match surrounding exterior.
- 304.2 Protective Treatment - Exterior surfaces shall be treated with appropriate paint, protective covering and/or treatments necessary to protect the exterior surfaces.
- 304.4 Structural Members - All structural members shall be repaired and/or replaced making them capable of safely supporting the live and/or dead loads thereupon.
- 304.5 Foundation Walls - All foundation walls shall be removed/repainted and painted to prevent cracks and/or breaks and/or openings therein and shall be maintained plumb and free from rodent cracks breaks and/or holes.
- 304.6 Exterior Walls - All exterior walls shall be removed and/or repaired and painted to prevent cracks and/or breaks and/or loose and/or rotting materials.
- 304.7 Roofs and Drainage - All flashing and/or face boards and/or roof materials shall be removed and/or repaired and painted to ensure flush surfaces and no defects that would allow rain.

RUBBISH AND GARBAGE

- 307.1 Accumulation of Rubbish or Garbage - All items will be removed and shall remain free of any accumulation of rubbish or garbage.

INFESTATION

- 308.1 Infestation - Any and all infestation of insects and/or rodents shall be promptly exterminated by approved processes which will not be injurious to human health and to prevent re-infestation.
- 308.2 Owner - Owner shall pay for such extermination

607-B Jefferson Street - This is the mobile home. This mobile home will be removed from the property.

EXTERIOR PROPERTY AREA

- 302.1 Sanitation - The Mobile home will be removed along with all items located in the surrounding yard area, including, but not limited to, trash, rubble, old toys, weeds, rodent harborage and accessory structures, including small porch area.

- 302.2 Grading and Drainage - There will be grading and bulldozing to prevent the erosion of soil and to prevent the accumulation of stagnant water and will be kept in a clean, safe and sanitary condition.

- 302.3 Sidewalks and Driveways - None presently exist but if so, they will be properly repaired and maintained.

- 302.4 Weeds - All weeds and/or damaged foliage shall be removed and landscaped.

- 302.5 Rodent Harborage - There will be no structure of any kind for rodents to have safe harbor.

EXTERIOR STRUCTURE

- 304.1 General - The mobile home will be removed and no further exterior structure will exist.

- 304.2 Protective Treatment - Not applicable due to removal of mobile home.

- 304.4 Structural Members - Not applicable due to removal of mobile home.

- 304.5 Foundation Walls - Not applicable due to removal of mobile home.

- 304.6 Exterior Walls - Not applicable due to removal of mobile home.

- 304.7 Roofs and Drainage - Not applicable due to removal of mobile home.

RUBBISH AND GARBAGE

- 307.1 Accumulation of Rubbish or Garbage - All items will be removed in the yard area, including, but not limited to, trash, rubble, old toys, weeds, rodent harborage and accessory structures.

INFESTATION

- 308.1 Infestation - Not applicable due to removal of mobile home.

- 308.2 Owner - Not applicable due to removal of mobile home.

tiebauer@c-gate.net

February 11, 2011

The Tiebauer Law Offices, LLC
Mr. Eric Tiebauer
P.O. Box 1421
Waynesboro, MS 39367

VIA CERTIFIED MAIL & E-MAIL

Mr. Tiebauer:

For many months, the City of Clinton has been attempting to secure Mr. Hugh McLaurin's cooperation in complying with a number of City ordinances and regulations regarding certain unkempt property in the City which he owns. In October 2010 we received a request from your office seeking additional time to submit a plan of action for clearing up the deficiencies on the properties. In the spirit of cooperation the City agreed to the request. Your office submitted the plan and stated that compliance would occur by December 31, 2010. As you know, no action was ever taken by Mr. McLaurin.

At the regular meeting of the Mayor and Board of Aldermen held on February 1, 2011, the Mayor and Board passed resolutions to demolish the buildings in violation of the ordinances of the City and to take necessary additional action to bring the properties into compliance. As allowed by statute, the cost of these actions will be charged to Mr. McLaurin along with any other permissible charges provided by the statute. The properties are those at 601, 603, 607, and 607-B Jefferson Street in the City of Clinton, Mississippi.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,

Jerry "J.B." Bounds
Director
Community Development

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, March 22, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Agenda

I. Call To Order

II. Consideration and Approval of February 22, 2011 Minutes.

III. New Considerations:

- A. New Residential Construction – Lot 10 Springhill, 308 Lawson Street, Mr. Tim Prevost. **APPROVED**
- B. New Residential Construction – Lot 3 Springhill, 309 Lawson Street, Mr. Tim Prevost. **APPROVED**
- C. New Residential Construction – Lot 4 Springhill, 311 Lawson Street, Mr. Tim Prevost. **APPROVED**
- D. Construction: Pool & Fence – 206 West Leake Street, Mr. Christopher Graham. **APPROVED**
- E. Renovation – 812 Hwy 80, Bancorp South, Ms. Carol Drake. **APPROVED**
- F. Sign Approval – 106-B West Leake Street, Mr. Jim Martin. **APPROVED**

IV. Other Business

V. Next Meeting

The next meeting will be held on Tuesday, April 26, 2011, beginning at 6:30 p.m.

VI. Adjournment

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, February 22, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Meeting Minutes

Members Present: Jim Martin, David Ellis, Foster Ellis Jr., Mark Williams, Pat Smith, Nancy Davis & Bettye King

City Officials: Jerry Bounds

Minutes taken by Lauren Pennington.

1. Call To Order

James Martin called the meeting to order at 6:30 p.m.

II. Consideration and Approval of November 23, 2010 minutes.

MOTION by Bettye King to approve the January 25 minutes. SECOND by Foster Ellis Jr. UNANIMOUS approval. NONE opposed.

III. New Considerations:

A. New Construction: 314 W. Lawson Street, Patrick Conn.

Jerry Bounds stated that the fence Mr. Conn would like to build is the one chosen for the entire subdivision to use should they want to build a fence. It will be along his side yard only. The fence plans have gone before the Historical Preservation committee and has their approval.

David Ellis asked if the fence meets all city ordinance requirements.

Jerry Bounds stated that yes it does.

Jim Martin asked Mr. Conn if he had any comments.

Mr. Conn stated that no, he had nothing to add.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the residential construction at 314 W. Lawson Street. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

B. Approval of façade change at Bonsai, 102 Clinton Center, Mrs. Cheryl Trong.

Jerry Bounds showed the committee the color changes to the façade. The owners wanted to go with warmer colors and wood siding. The wood siding will go down the north and south sides of the building.

Jim Martin stated that everyone is excited about their restaurant.

Mrs. Trong stated that there will be more activity at the building with better and warmer weather. The stone they will be using now has much more color than the original stone and it is a lighter weight. The reason for façade change is so it will match with the interior of the restaurant, contemporary and eco-friendly, Asian style with clean straight lines and lots of natural materials.

Jim Martin asked if they have a time estimate as to when they will be finished.

Mrs. Trong stated that no, they do not but, things are progressing well.

Jerry Bounds stated that they have installed a very elaborate underground ventilation system.

Mrs. Trong stated that this system is much better for the customers and employees, less steam throughout the restaurant.

Bettye King asked if the system was expensive.

Mrs. Trong stated that yes it was but it is better for them in the long run.

Jerry Bounds stated that the sign is not changing as was previously thought.

A Public Hearing was held. NO comments made.

MOTION by Pat Smith to approve the façade & color change at 102 Clinton Center, Bonsai. SECOND by Bettye King. Motion carried UNANIMOUSLY, NONE opposed.

MOTION by Mark Williams to adjourn. SECOND by Foster Ellis.

IV. The Meeting was adjourned at 7:30 p.m.

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, March 22, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Agenda

I. Call To Order

II. Consideration and Approval of February 22, 2011 Minutes.

III. New Considerations:

- A. New Residential Construction – Lot 10 Springhill, 308 Lawson Street, Mr. Tim Prevost. **APPROVED**
- B. New Residential Construction – Lot 3 Springhill, 309 Lawson Street, Mr. Tim Prevost. **APPROVED**
- C. New Residential Construction – Lot 4 Springhill, 311 Lawson Street, Mr. Tim Prevost. **APPROVED**
- D. Construction: Pool & Fence – 206 West Leake Street, Mr. Christopher Graham. **APPROVED**
- E. Renovation – 812 Hwy 80, Bancorp South, Ms. Carol Drake. **APPROVED**
- F. Sign Approval – 106-B West Leake Street, Mr. Jim Martin. **APPROVED**

IV. Other Business

V. Next Meeting

The next meeting will be held on Tuesday, April 26, 2011, beginning at 6:30 p.m.

VI. Adjournment

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, March 22, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Meeting Minutes

Members Present: Jim Martin, David Ellis, Mark Williams, Pat Smith, Nancy Davis & Bettye King

City Officials: Jerry Bounds & Kenneth Dreher

Minutes taken by Lauren Pennington.

1. Call To Order

James Martin called the meeting to order at 6:30 p.m.

II. Consideration and Approval of February 22, 2011 minutes.

Nancy Davis asked that Kenneth Dreher, the City Attorney, be added to future minutes as a City Official since he is present at these meetings.

MOTION by Bettye King to approve the February 22 minutes and add Kenneth Dreher to future minutes. SECOND by Mark Williams. UNANIMOUS approval. NONE opposed.

III. New Considerations:

A. Pool and fence construction and tree removal: 206 W. Leake Street, Mr. Christopher Graham.

Jerry Bounds stated that the pool and fence construction and tree removal has been presented to the Historical Preservation Committee and has been approved. Jerry Bounds showed the committee the fence type and stated that the tree Mr. Graham would like to remove is about 4ft. wide and is in the way of where they would like to place their pool.

Jim Martin stated that any tree larger than 12in. in Olde Towne must be approved for removal. He asked if Mr. Graham had anything to add.

Mr. Graham thanked the committee for their time and consideration and that he is happy to answer any questions they might have for him.

Jim Martin asked Mr. Graham if the fence would be along his entire back yard or only the pool.

Mr. Graham stated that the fence will be along his entire back yard.

Jim Martin asked if the drawings Mr. Graham had submitted are to scale.

Mr. Graham said they are very close to scale.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the pool and fence construction and tree removal at 206 W. Leake Street. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

B. Approval of outside Renovation at Bancorp South, 407 Hwy 80 East, Ms. Carol Drake.

Jerry Bounds stated that the bank will be changing the colors of the building he showed the committee the color samples and Ms. Drake showed the committee a large rendering of the proposed changes and explained where the color changes will be made.

Jim Martin asked if the changes would be applied to what is already on the building.

Ms. Drake stated that yes it would be.

Jerry Bounds stated that the renovation has been before the Architectural Review committee and has been approved.

Jim Martin asked if the entire building will be renovated or just the front.

Ms. Drake stated that it will be the entire building.

Jim Martin asked when the building was built.

Ms. Drake stated that it was built in the 70's.

Bettye King asked if it used to be the American Bank.

Ms. Drake stated that yes it was.

A Public Hearing was held. NO comments made.

MOTION by Pat Smith to approve the renovations at Bancorp South, 407 Hwy 80 East. SECOND by Nancy Davis. Motion carried UNANIMOUSLY, NONE opposed.

C. New Residential Construction; lot 10 Springhill, 308 Lawson Street, Mr. Tim Prevost.

Jerry Bounds showed the committee the color samples and brick samples. Stated that this house has gone before Historical Preservation and has been approved. He also stated that Mr. Prevost had meet with Tara Lytal and himself to discuss new color and brick types for these houses so that there is more diversity in the houses of this subdivision.

Jim Martin asked Mr. Prevost if he had anything to add.

Mr. Prevost stated that no he did not.

Jerry Bounds told Mr. Prevost that the Historical Preservation committee would like to suggest that he use shutter hinges on this particular house. He stated that this was not a condition of approval, just a suggestion.

Mr. Prevost stated that he would add the shutter hinges.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the New Residential Construction at lot 10 Springhill, 308 Lawson Street. SECOND by Mark Williams. Motion carried UNANIMOUSLY, NONE opposed.

D. New Residential Construction; lot 3 Springhill, 309 Lawson Street, Mr. Tim Prevost.

Jerry Bounds showed the committee the color and brick samples. Stated that this house has been before the Historical Preservation committee and has been approved.

Jim Martin asked why Historical Preservation did not ask for shutter hinges on this house.

Jerry Bounds stated that there are no shutters on this house.

Jim Martin asked how many one story houses and two story houses there are in the subdivision.

Mr. Prevost stated that there are three single story, 3 two story and 1 story and a half.

Jerry Bounds stated that the developer wanted the single story's in the front of the subdivision and the two story's in the back.

Mr. Prevost stated that there are no shutters on this house because he wanted some variety.

A Public Hearing was held. NO comments made.

MOTION by Mark Williams to approve the New Residential Construction at lot 3 Springhill, 309 Lawson Street. SECOND by David Ellis. Motion carried UNANIMOUSLY, NONE opposed.

E. New Residential Construction; lot 4 Springhill, 311 Lawson Street, Mr. Tim Prevost.

Jerry Bounds showed the color, brick and metal roof samples to the committee. Stated that it has gone before the Historical Preservation Committee and has been approved.

Jim Martin asked if the committee had anymore questions for Mr. Prevost.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the New Residential Construction at lot 4 Springhill, 311 Lawson Street. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

Jim Martin stated that since the next item on the agenda is a sign for his business he will step down as committee chairman and appointed Bettye King as chairman for this portion of the meeting.

F. Sign Approval; 106-B W. Leake Street, Mr. Jim Martin.

Jerry Bounds showed the committee the picture of the sign and stated that it has been before Historical Preservation and has been approved. Mr. Martin will be using the same color and size of sign that is already on the building.

Bettye King asked Mr. Martin if he had anything to add.

Mr. Martin stated that no, he did not.

Nancy Davis stated that this would be a wonderful location for his business.

MOTION by Mark Williams to approve the sign at 106-B W. Leake Street. SECOND by Pat Smith. Motion carried UNANIMOUSLY, NONE opposed.

MOTION by Pat Smith to adjourn. SECOND by David Ellis.

IV. The Meeting was adjourned at 7:00 p.m.

RESOLUTION FOR THE DEMOLITION OF PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 601 Jefferson Street, Clinton, Mississippi, and after full consideration of the matter, Alderman Baughman Offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the demolition and debris removal, according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for the City of Clinton, of the property located at 601 Jefferson Street, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 601 Jefferson Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., April 5, 2011, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to have the property demolished and debris removed according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for The City of Clinton.

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

1. It is hereby adjudicated that the property located at 601 Jefferson Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.

2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances to have the property demolished and debris removed according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for The City of Clinton.
3. The Director of Community Development is hereby directed that upon completion of this demolition that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in the demolition of the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman GNEER and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 5th day of April 2011.

CITY OF CLINTON

BY:

Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk



RESOLUTION FOR THE DEMOLITION OF PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 603 Jefferson Street, Clinton, Mississippi, and after full consideration of the matter, Alderman BA46h4m Offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the demolition and debris removal, according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for the City of Clinton, of the property located at 601 Jefferson Street, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 603 Jefferson Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., April 5, 2011, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to have the property demolished and debris removed according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for The City of Clinton.

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

1. It is hereby adjudicated that the property located at 603 Jefferson Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.

2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances to have the property demolished and debris removed according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for The City of Clinton.
3. The Director of Community Development is hereby directed that upon completion of this demolition that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in the demolition of the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman G. GREER and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderdwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 5th day of April 2011.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk



RESOLUTION FOR THE DEMOLITION OF PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 607 Jefferson Street, Clinton, Mississippi, and after full consideration of the matter, Alderman BRAHAM Offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the demolition and debris removal, according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for the City of Clinton, of the property located at 601 Jefferson Street, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 607 Jefferson Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., April 5, 2011, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to have the property demolished and debris removed according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for The City of Clinton.

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

1. It is hereby adjudicated that the property located at 607 Jefferson Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.

2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances to have the property demolished and debris removed according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for The City of Clinton.
3. The Director of Community Development is hereby directed that upon completion of this demolition that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in the demolition of the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman GHEER and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderdwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 5th day of APRIL 2011.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk



RESOLUTION FOR THE DEMOLITION OF PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 607B Jefferson Street, Clinton, Mississippi, and after full consideration of the matter, Alderman B. Abham Offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the demolition and debris removal, according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for the City of Clinton, of the property located at 601 Jefferson Street, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 607B Jefferson Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., April 5, 2011, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to have the property demolished and debris removed according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for The City of Clinton.

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

1. It is hereby adjudicated that the property located at 607B Jefferson Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.

2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances to have the property demolished and debris removed according to the correspondence via US mail and telecopier 601-924-0837 between April Rivers, representative for Mr. Hugh McLaurin and Jerry Bounds, representative for The City of Clinton.
3. The Director of Community Development is hereby directed that upon completion of this demolition that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in the demolition of the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman GREER and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 5th day of APRIL 2011.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk



City of Clinton
Mississippi
Community Development

March 10, 2011

Ms. Carol Drake
101 West Wiygul Street
Fulton, MS 38843

Ms. Drake:

I have received the drawings and your request to renovate the BancorpSouth building located at 812 Hwy 80. I have also received the samples of materials submitted for approval. At our meeting on March 3 we discussed interior signage. At your earliest convenience I will need an interior signage drawing.

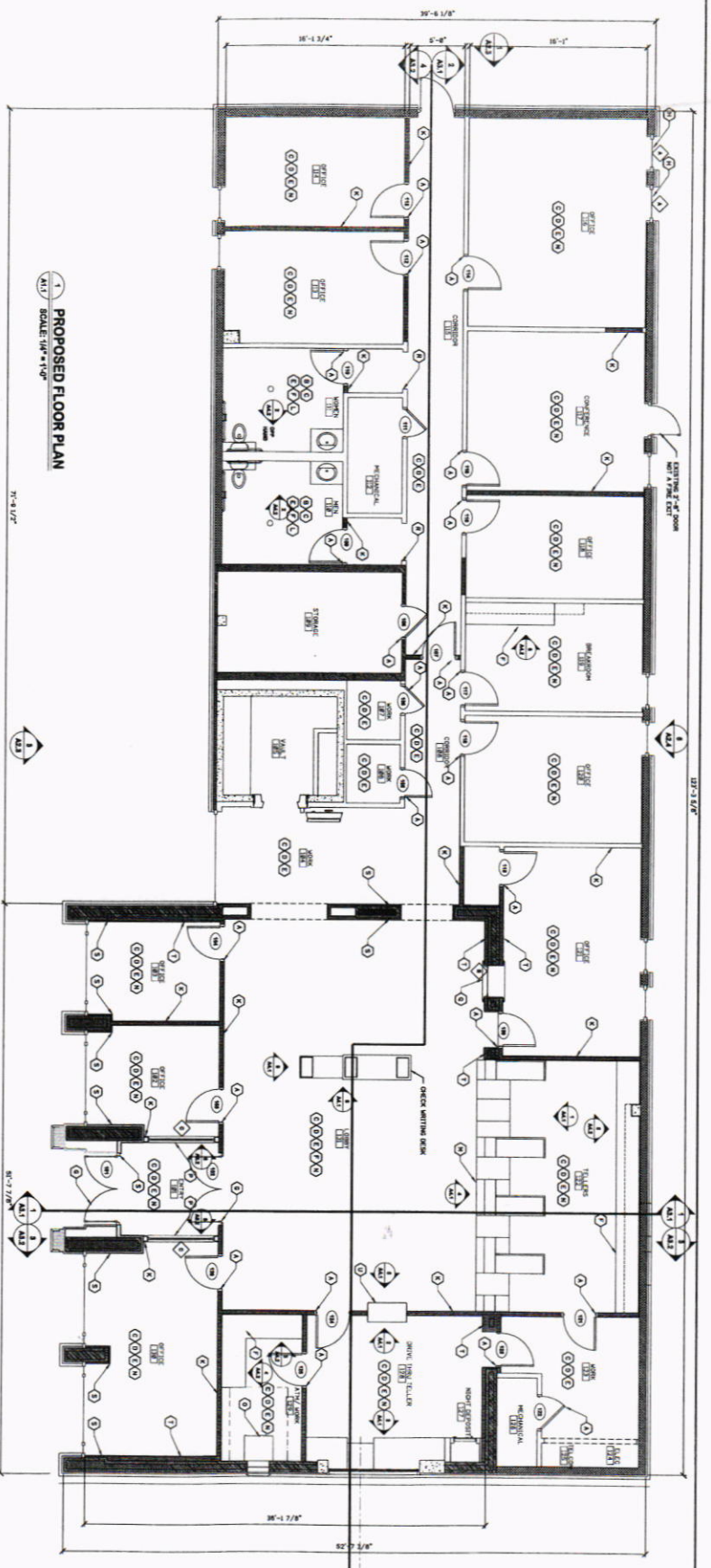
You are on schedule to appear before the Planning and Zoning Commission on March 22, 2011 at 6:30 and the Mayor and Board of Alderman on April 5, 2011 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

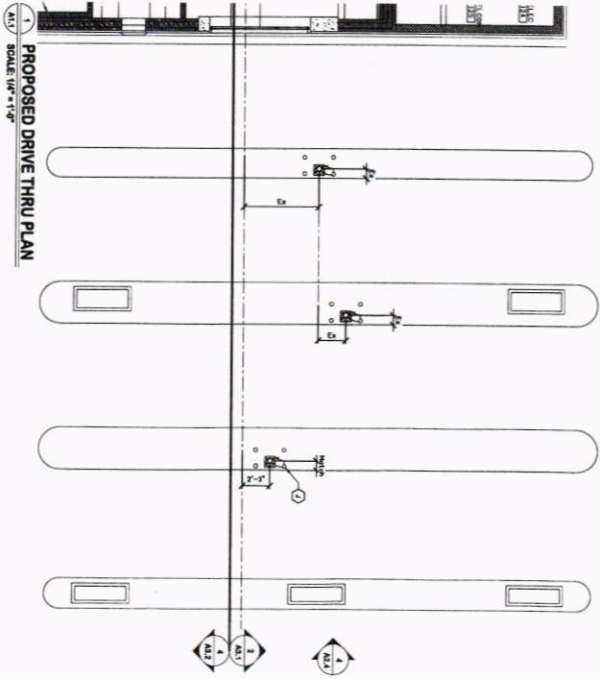
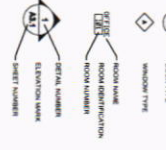


PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

CONSTRUCTION NOTES

1. INSTALL NEW DRIVE AND PARKING
2. INSTALL NEW CEILING TIE IN BRACKETING
3. INSTALL NEW WALL COVERING
4. INSTALL NEW FLOOR COVERING
5. INSTALL NEW CEILING
6. INSTALL NEW RELAYING
7. INSTALL NEW ENTRY DOORS
8. INSTALL NEW EXTERIOR WINDOWS TO MATCH EXISTING
9. INSTALL NEW VAV AND BALANCE TO MATCH EXISTING
10. CONTRACT NEW WALL, INTERIOR EXISTING CONSTRUCTION TO CONFORM
11. INSTALL NEW MATERIALS, LIGHTS, CASEWORK, AND ADA COMPLIANT
12. INSTALL NEW TELLER KIOSK
13. INSTALL NEW PLUMBING
14. INSTALL NEW TRAIL WALL, FIVE
15. INSTALL NEW INTERIOR LIGHTS AND VENTS
16. INSTALL NEW INTERIOR LIGHTS AND VENTS
17. INSTALL CARPET FLOORING
18. FURNISH WITH 6"X6" SYSTEM IN 1'-0"X1'-0" RECTANGULAR SHAPES
19. FURNISH WITH 6"X6" SYSTEM IN 1'-0"X1'-0" RECT. STOPS
20. INSTALL NEW TELLER WINDOW

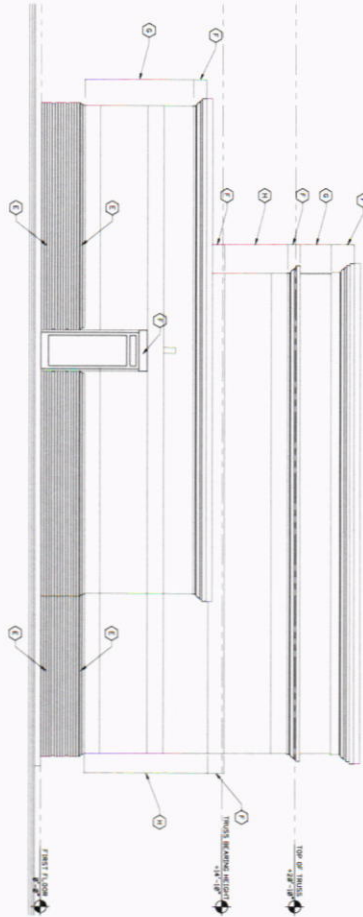
SYMBOL LEGEND



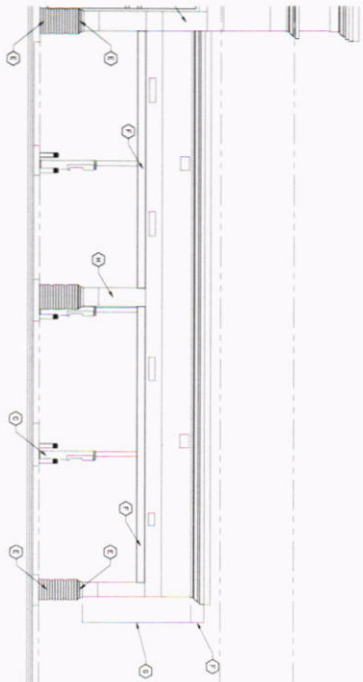
PROPOSED DRIVE THRU PLAN
SCALE: 1/4" = 1'-0"

CONSTRUCTION NOTES

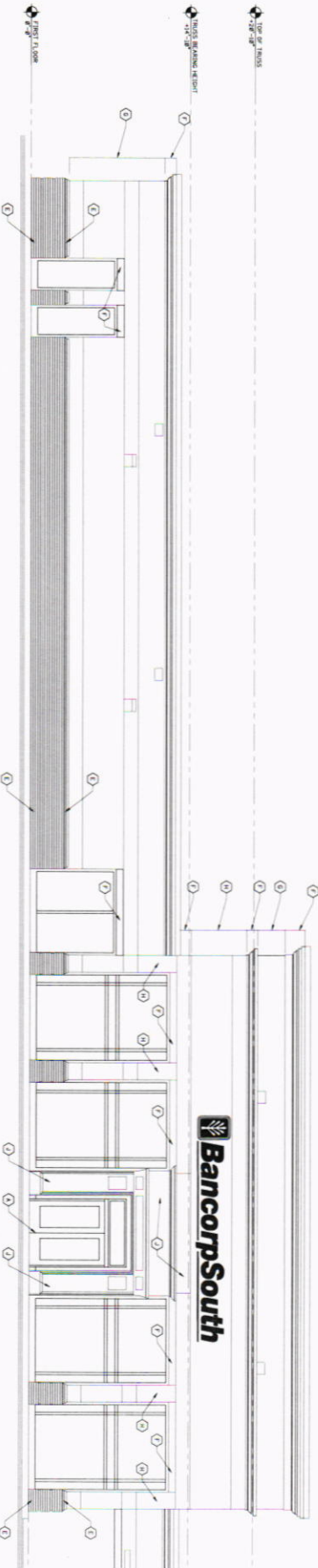
1. INSTALL NEW EXTERIOR DOORS
2. INSTALL NEW EXTERIOR WINDOWS TO MATCH EXISTING
3. INSTALL NEW V.P. AND SILL KINGS TO MATCH EXISTING
4. INSTALL NEW 3/4" WALL, 4" W
5. INSTALL NEW BRICK WATER TABLE
6. PATCH AND REPAIR SP-177 BRICK SOWS ONLY
7. PATCH AND REPAIR SP-177 BRICK SOWS ONLY
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1 EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



1 DRIVE THRU ELEVATION
SCALE: 1/8" = 1'-0"



1 EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

4. INITIAL, NEW ENTRY ROOMS
5. INITIAL, NEW EXTENSION ROOMS TO MATCH EXISTING
6. INITIAL, NEW WAT. AND DRAINAGE TO MATCH EXISTING
7. INITIAL, NEW TRASH, ALL. RM
8. INITIAL, NEW MECCA WATER TANK
9. PATCH AND REPAIRS DRY-VIT. 8"X8" SQUARE
10. PATCH AND REPAIRS DRY-VIT. 4"X4" SQUARE
11. PATCH AND REPAIRS DRY-VIT. 4"X4" 1"THICK BOARD
12. INITIAL, NEW ENTRY SYSTEM AND PATCH DRY-VIT. 8"X8" SQUARE SERT



SITE PLAN REVIEW CHECKLIST

Basic Information

New Business no Townhouse/Zero Lot Line _____
 Multi-Family _____ # of Units _____ Occ. Class _____
 Addition/Remodel Remodel
 Project Location 812 Hwy 80 E
 Business Name BANCORP South
 Owner Address _____
 Phone No. _____
 Architect Address _____
 Phone No. _____
 Contractor Address _____
 Phone No. _____

Public Works and Utilities

Water meter size requested no Avail? _____
 Road Bore etc. needed no
 Sewer Available yes Road Bore etc. needed? no
 Is proposed drainage okay? ☒ Y ☐ N
 Improvements needed _____
 # of Curb Cuts no Parking lot layout okay? ☒ Y ☐ N
 ADA Parking ☒ Y ☐ N ADA Accessible ☒ Y ☐ N
 Improvements Needed _____
 Changes Needed _____
 Fireplugs on site ☐ Y ☐ N

DATE 3-15-11

Architectural Standards

Square Footage _____ # of Stories _____
 Roof Material Existing Color _____
 Trim Material Existing Color _____
 Ext. Fin. Mat. EPIS Color _____
 Other Materials Brick Color _____
 Explanation of Material and Color, if needed _____

Other Information _____
 Landscaping Plans/Suggestions _____

Zoning Information

Current Zoning of Property C-2 Flood Plan _____
 Rezoning Required no change Requested Rezoning no
 Is this type of business allowed in this zoning classification? Y ☐ N ☐
 Setbacks Required? ☐ Y ☒ N
 If yes—
 Front Yard Setbacks Required _____ Proposed _____
 Side Yard Setbacks Required _____ Proposed _____
 Rear Yard Setbacks Required _____ Proposed _____
 Height of Bldg _____ Proposed _____
 Is an accessory building proposed? ☐ Y ☒ N
 Proposed Sign Location _____
 Is screening required for this type of land use? ☐ Y ☒ N
 Proposed type of screening to be used _____
 # of Parking Spaces Required no change Proposed _____

SITE PLAN REVIEW CHECKLIST PAGE 2

Other

Construction Type Remodel

Architectural Stamp yes

Fire Lane _____

Grease Trap (750 Gal Min) _____

Erosion Control _____

Retention Plan_____

Sprinkled yes

Dumpster Location Rear

Back Flow: Make _____

Model _____

Storm Water Calculation_____

Board Approval

OTC Review Approved _____

Architectural Review Approved _____

Site Plan Review Approved _____

Planning & Zoning Approved _____

Mayor & Board of Alderman Approved _____

Dept.

Representative Signature

Public Works Engineering

Zoning Administrator _____

Utilities Manager _____

Fire Department Fred Olsen

CD

DATE 3-15-11

Notes

City of Clinton
Mississippi
Community Development

March 10, 2011

Mr. Tim Prevost
200 Cedar Valley Rd
Raymond, MS 39154

Mr. Prevost:

I have received the drawings and your request to build a house at 308 Lawson Street. I have you on schedule to appear before the Planning and Zoning Commission on March 22, 2011 at 6:30 and the Mayor and Board of Alderman on April 5, 2011 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

Exterior colors and finishes - Lot 10 Spring Hill

Brick - Smithsonian queens with buff mortar

Roof Shingles - Owens Corning Driftwood architectural

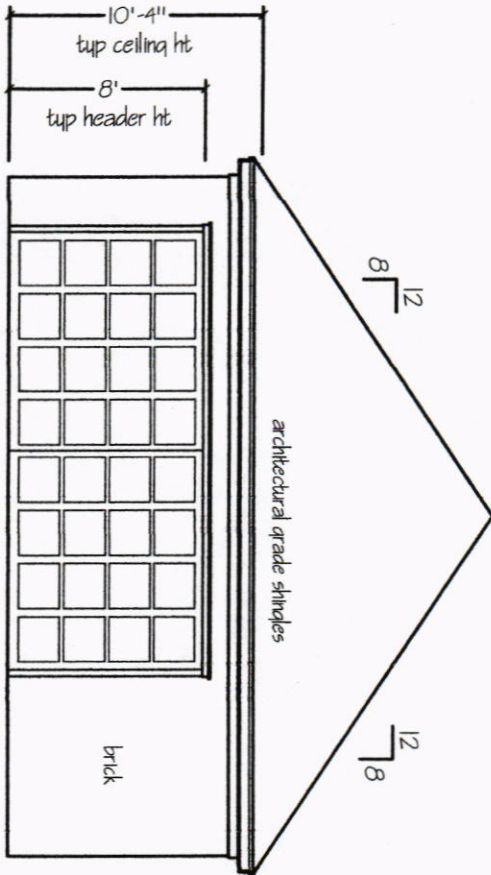
Paint colors

Trim - Pacer White SW6098

Siding - Portabello SW6102

Shutter - Kaffee SW6104

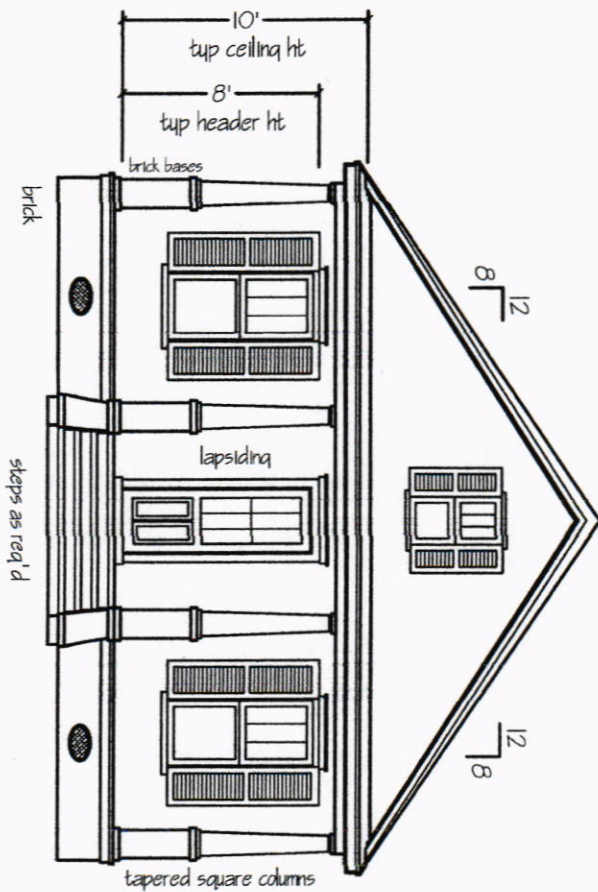
Front door stain - Minwax Special Walnut



REAR ELEVATION

1/4" = 1'-0"

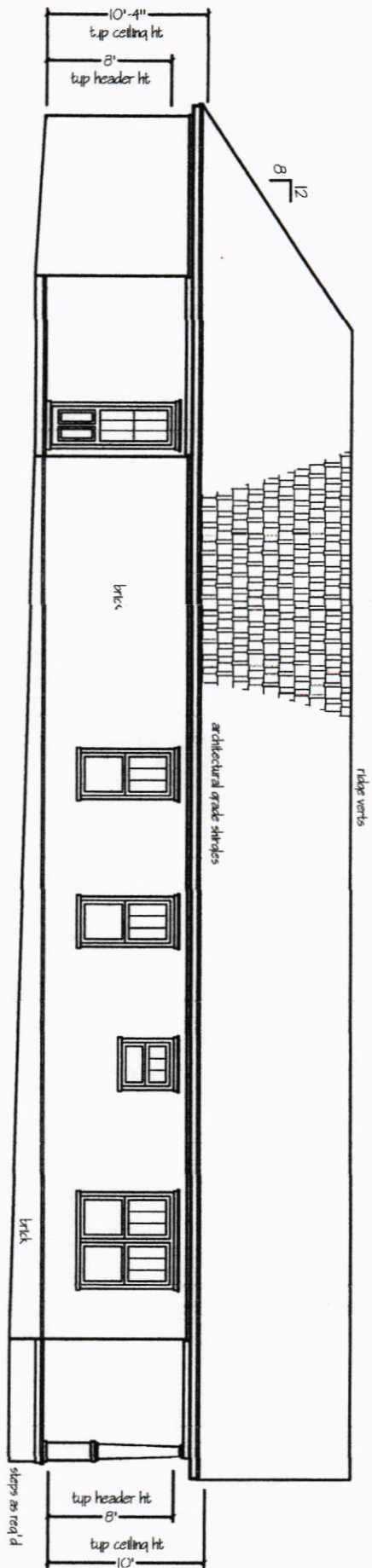
Square Footage		
Heated Area:	1557	
Under Roof:	2260	



FRONT ELEVATION

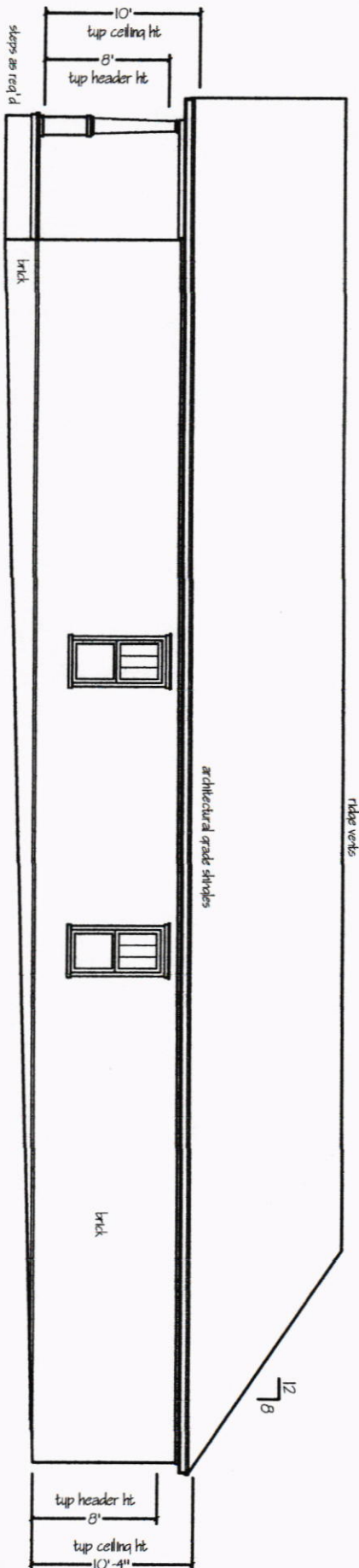
1/4" = 1'-0"

DO NO



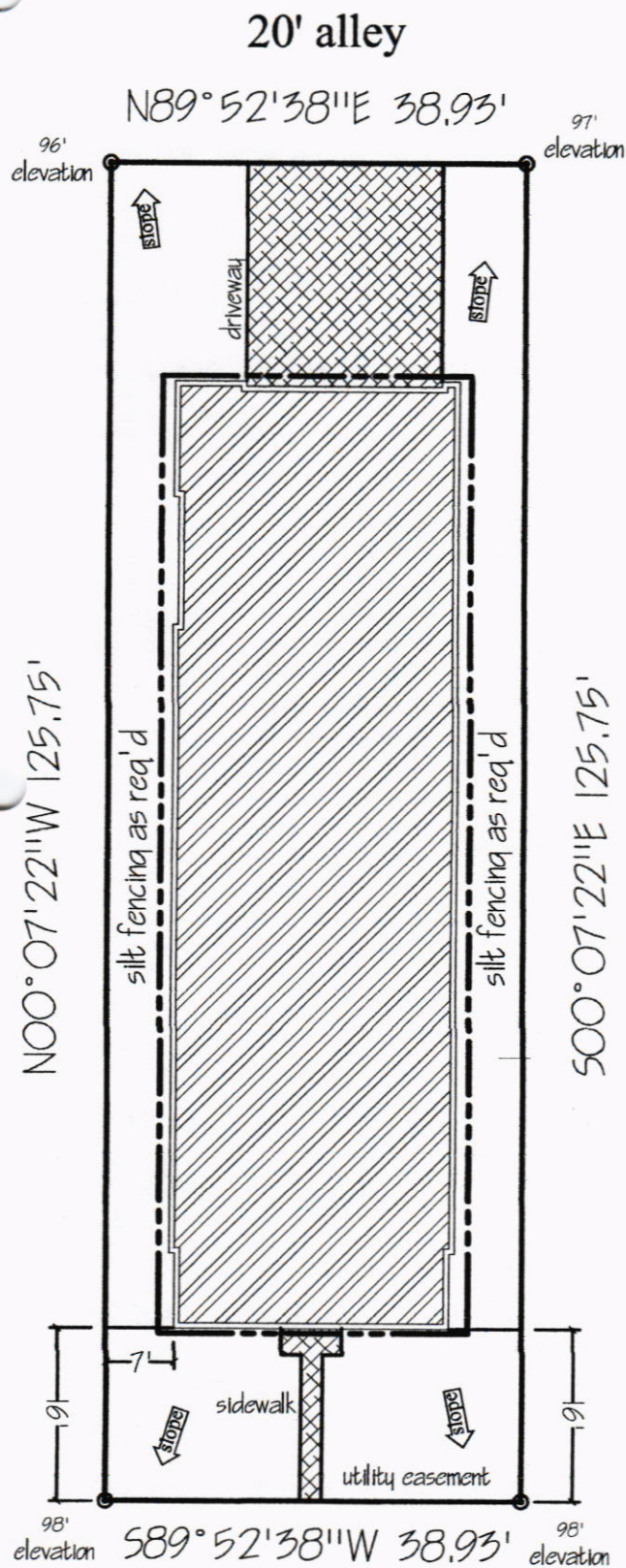
LEFT ELEVATION

1/4" = 1'-0"



RIGHT ELEVATION

1/4" = 1'-0"



Lawson Street

SPRING HILL

Lot #10



Property situated in
section 30, township 6 north - range 1 west
City of Clinton,
Hinds County, Mississippi

House Size

26'-4" wide
88'-8" deep

House Pad Size

36' wide
98' deep

House Elev.

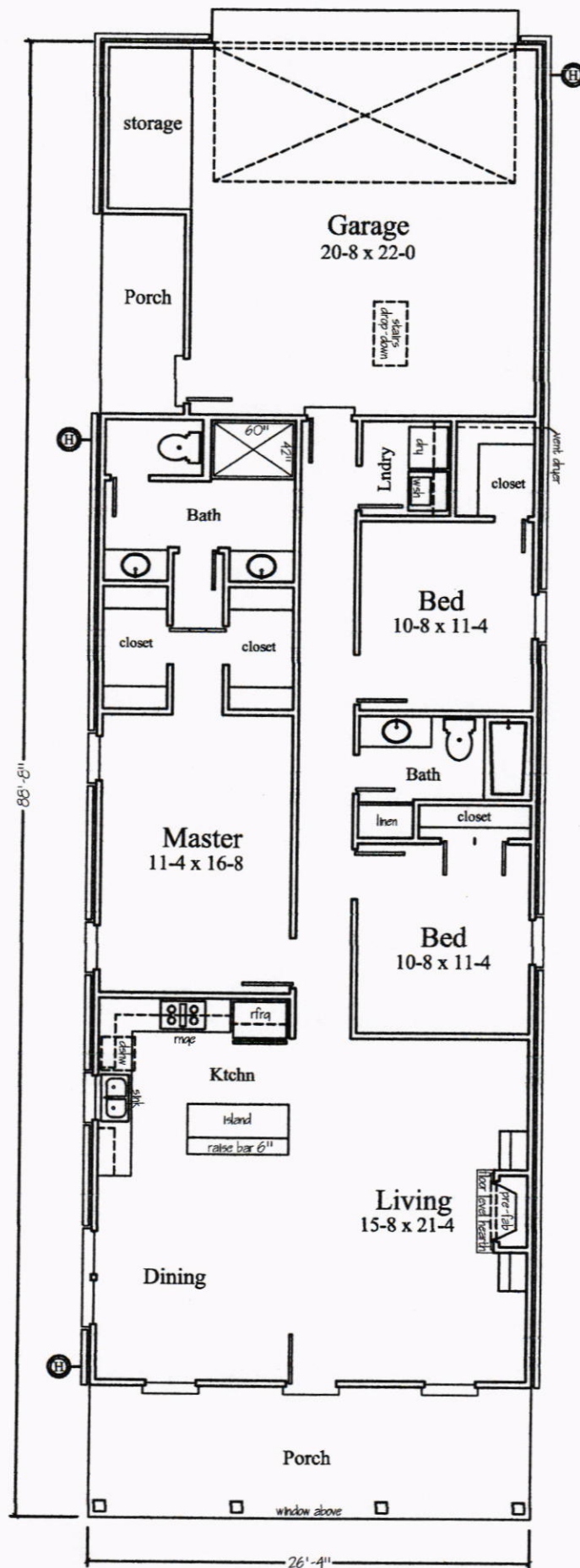
100'-0"

Setbacks

16'	front
20'	rear
5'	sides

SITE PLAN

1" = 8'



City of Clinton
Mississippi
Community Development

March 10, 2011

Mr. Tim Prevost
200 Cedar Valley Rd
Raymond, MS 39154

Mr. Prevost:

I have received the drawings and your request to build a house at 309 Lawson Street. I have you on schedule to appear before the Planning and Zoning Commission on March 22, 2011 at 6:30 and the Mayor and Board of Alderman on April 5, 2011 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

Exterior colors and finishes - Lot 3 Spring Hill

Brick - Fondren Blend queens with buff mortar

Roof Shingles - Owens Corning Driftwood architectural

Paint colors

Trim - Panda White SW6147

Siding - Universal Khaki SW6150

Front door stain - Minwax Early American

Lawson Street

50' row

SPRING HILL

Lot #3



Property situated in
section 3, township 4 north - range 1 west
City of Clinton,
Hinds County, Mississippi

House Size

25'-8" wide
78'-0" deep

House Pad Size

36' wide
90' deep

House Elev.

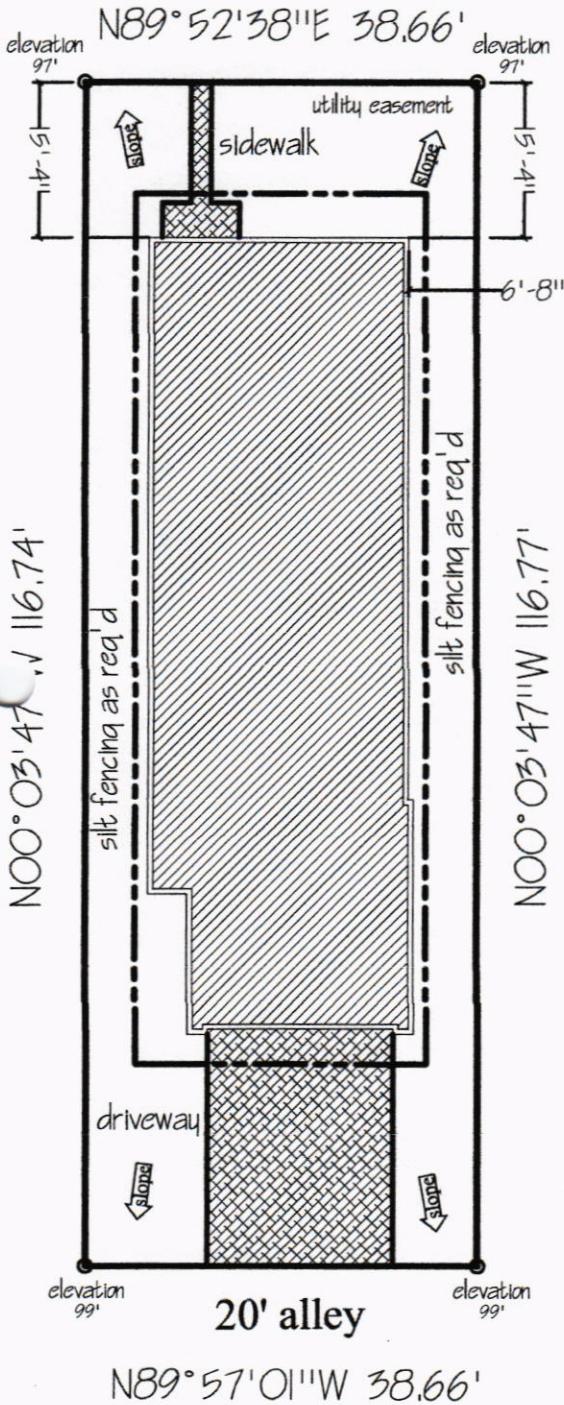
100'-0"

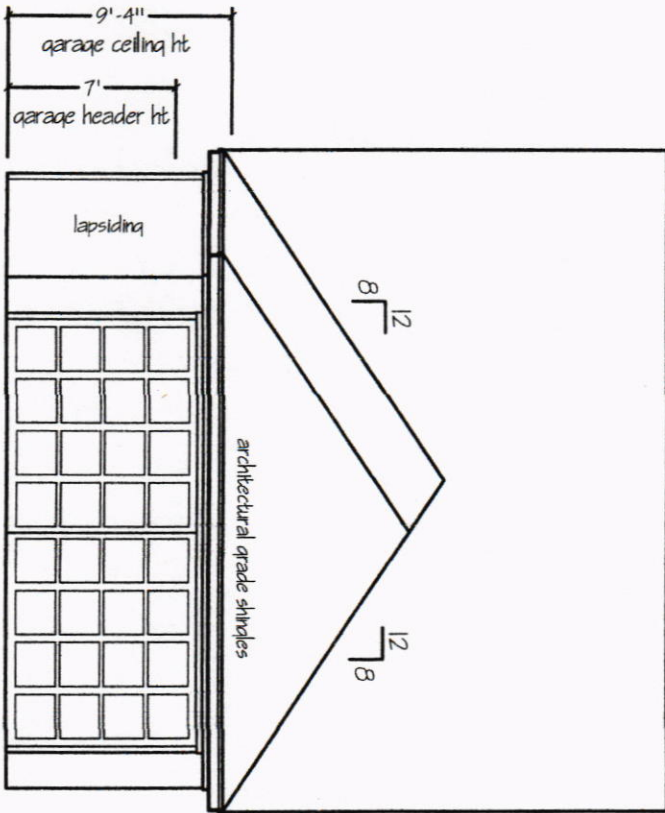
Setbacks

11'	front
20'	rear
5'	sides

SITE PLAN

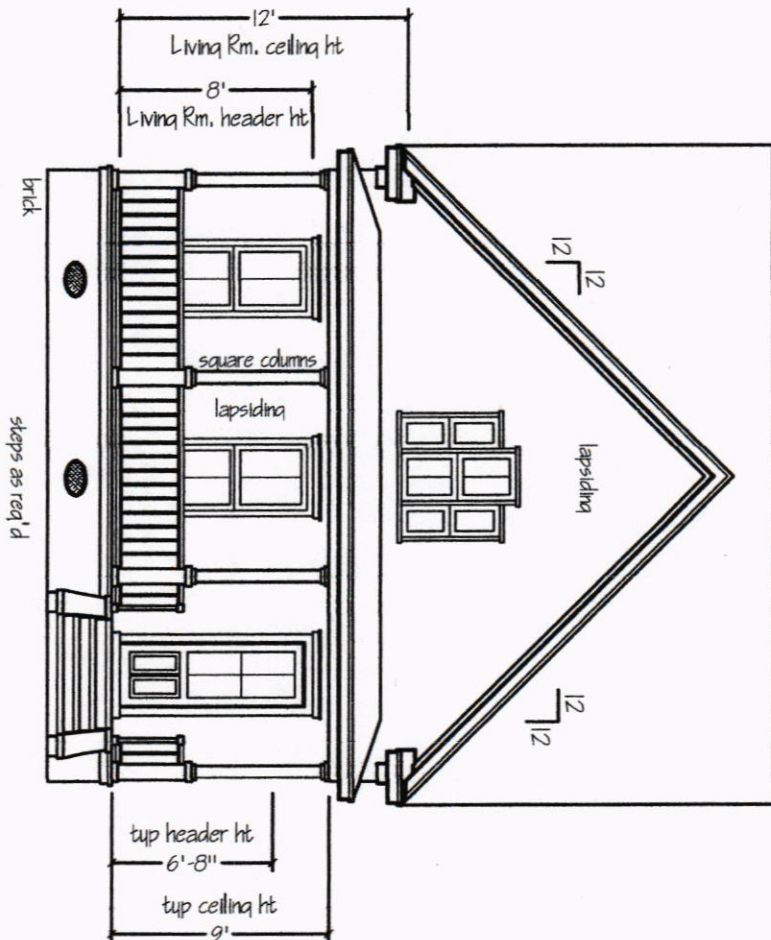
1" = 8'





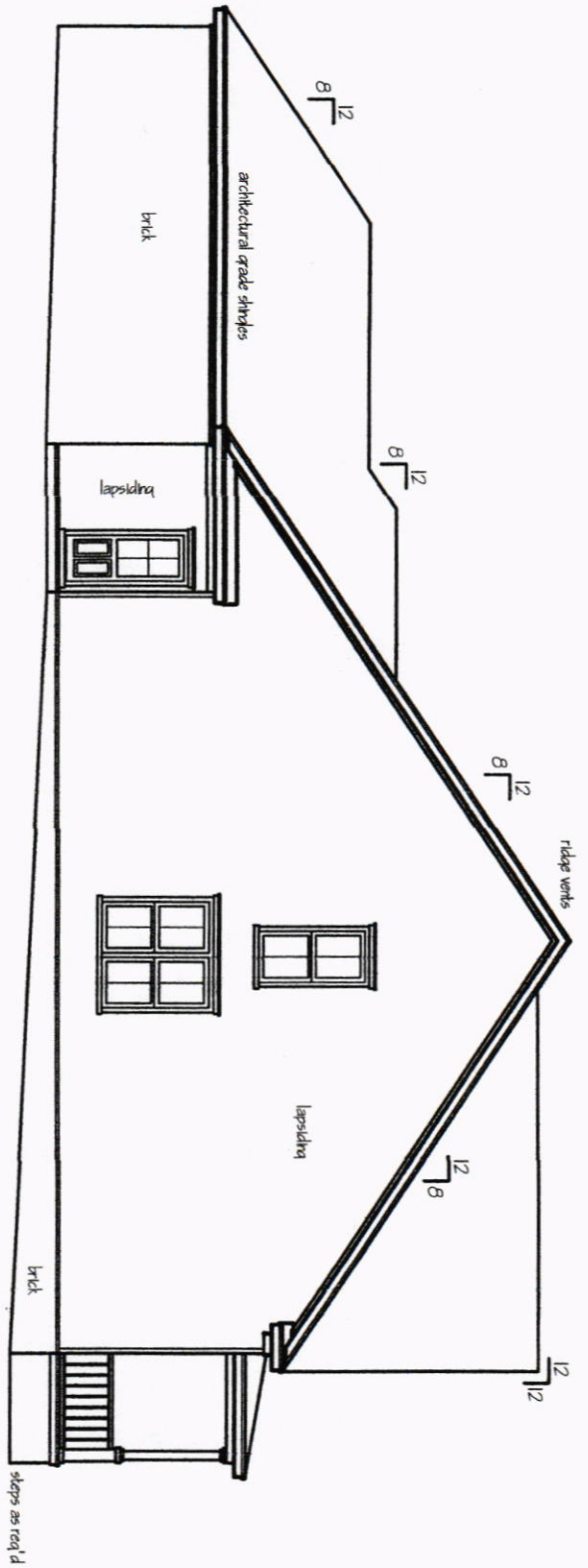
REAR ELEVATION

1/4" = 1'-0"



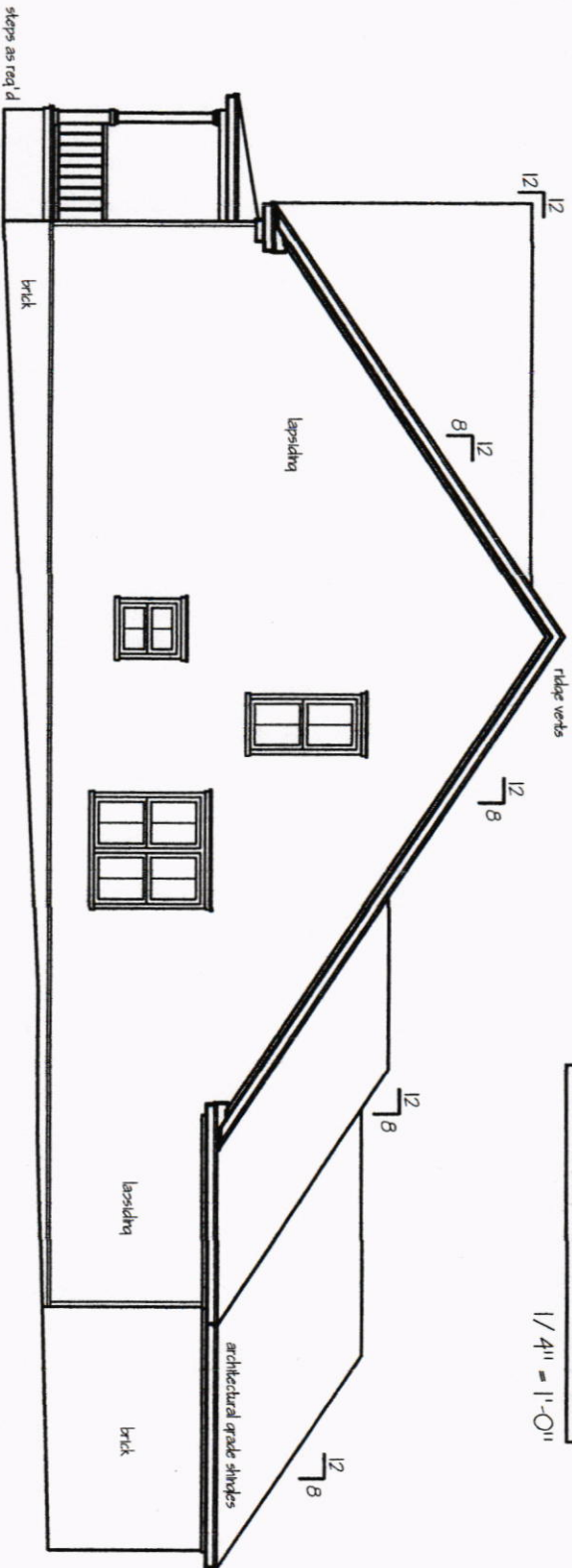
FRONT ELEVATION

1/4" = 1'-0"



LEFT ELEVATION

1/4" = 1'-0"



RIGHT ELEVATION

1/4" = 1'-0"

Square Footage

First Floor

Heated Area: 1216

Under Roof: 1944

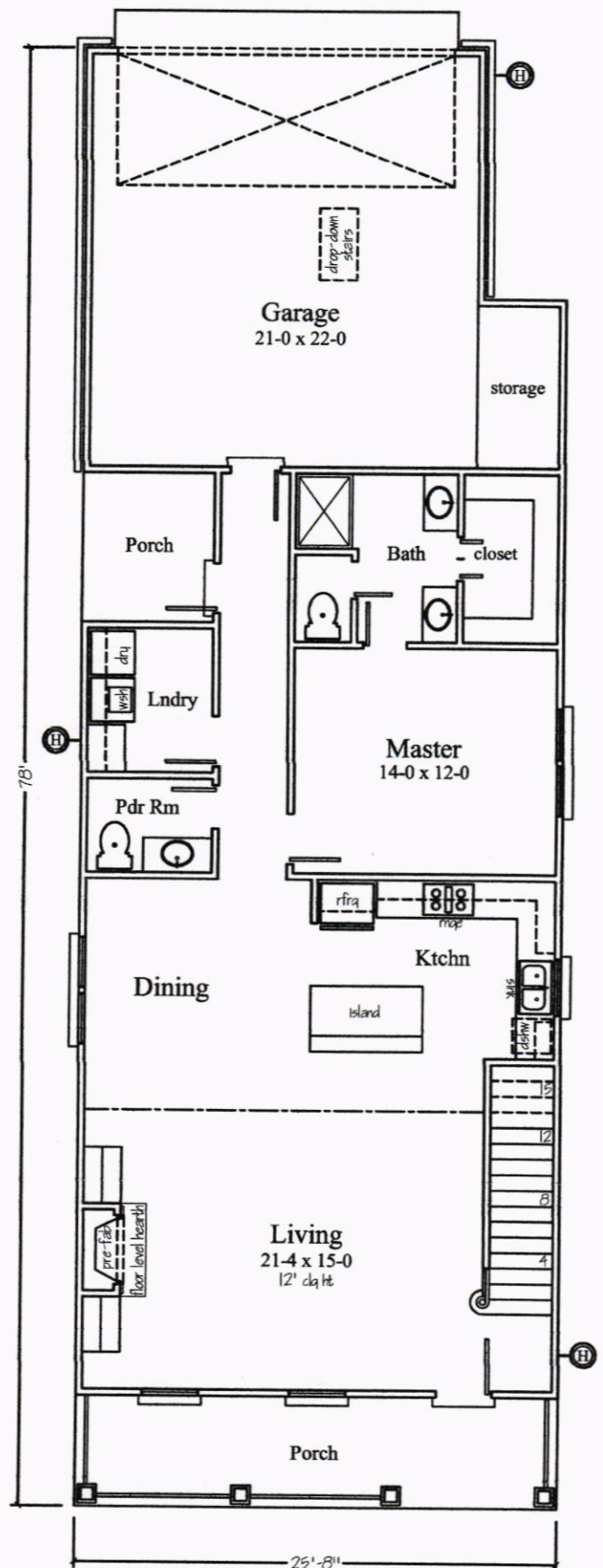
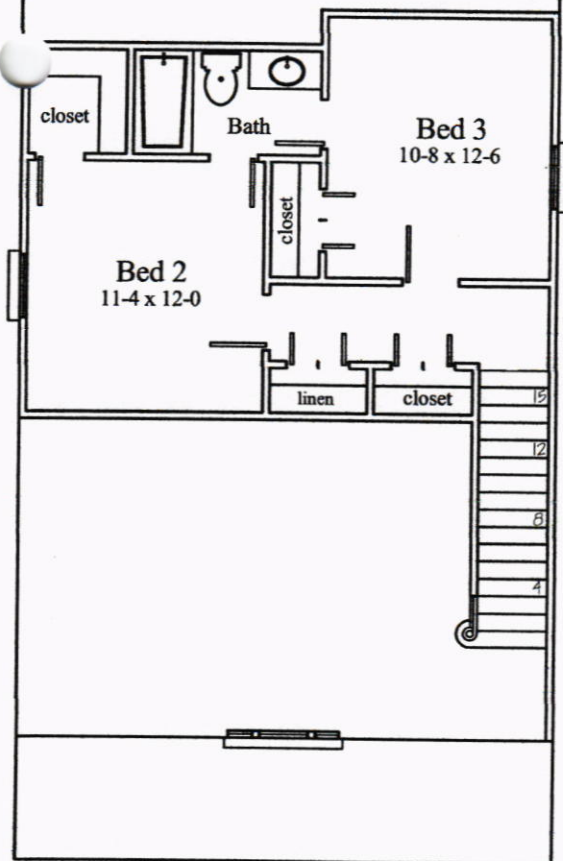
Second Floor

Heated Area: 471

Totals

Heated Area: 1687

Under Roof: 2415



City of Clinton
Mississippi
Community Development

March 10, 2011

Mr. Tim Prevost
200 Cedar Valley Rd
Raymond, MS 39154

Mr. Prevost:

I have received the drawings and your request to build a house at 311 Lawson Street. I have you on schedule to appear before the Planning and Zoning Commission on March 22, 2011 at 6:30 and the Mayor and Board of Alderman on April 5, 2011 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

Exterior colors and finishes - Lot 4 Spring Hill

Brick - Bayou Blend queens with gray mortar

Roof Shingles - Owens Corning Driftwood architectural

Metal roof - Standing Seam - Burnished Slate

Paint colors

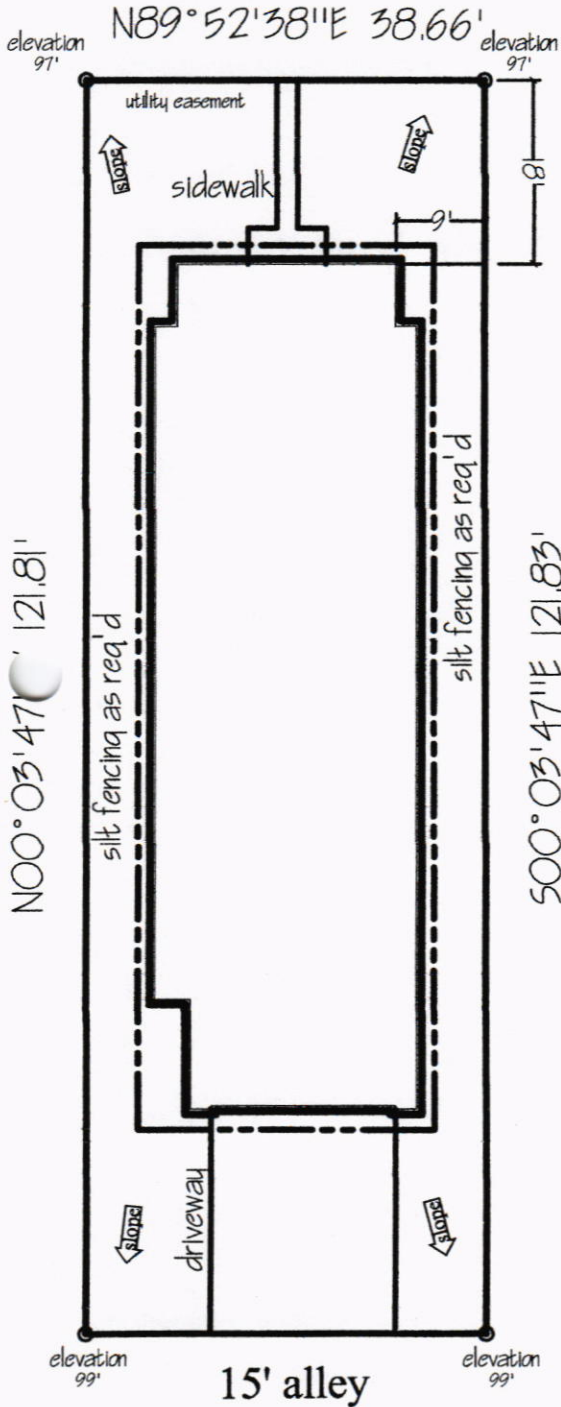
Trim - Benjamin Moore Acadia White AC-41

Siding - Sherwin Williams Full Moon SW-6679

Front door stain - Minwax Special Walnut

Lawson Street

50' row



SPRING HILL

Lot #4



Property situated in
section 3, township 4 north - range 1 west
City of Clinton,
Hinds County, Mississippi

House Size

25'-8" wide
82'-0" deep

House Pad Size

35' wide
94' deep

House Elev.

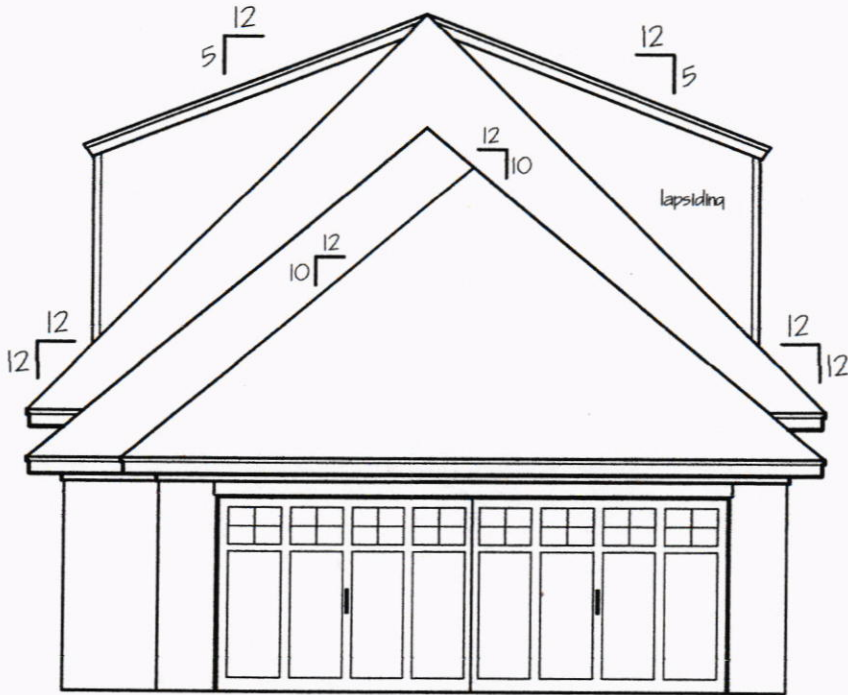
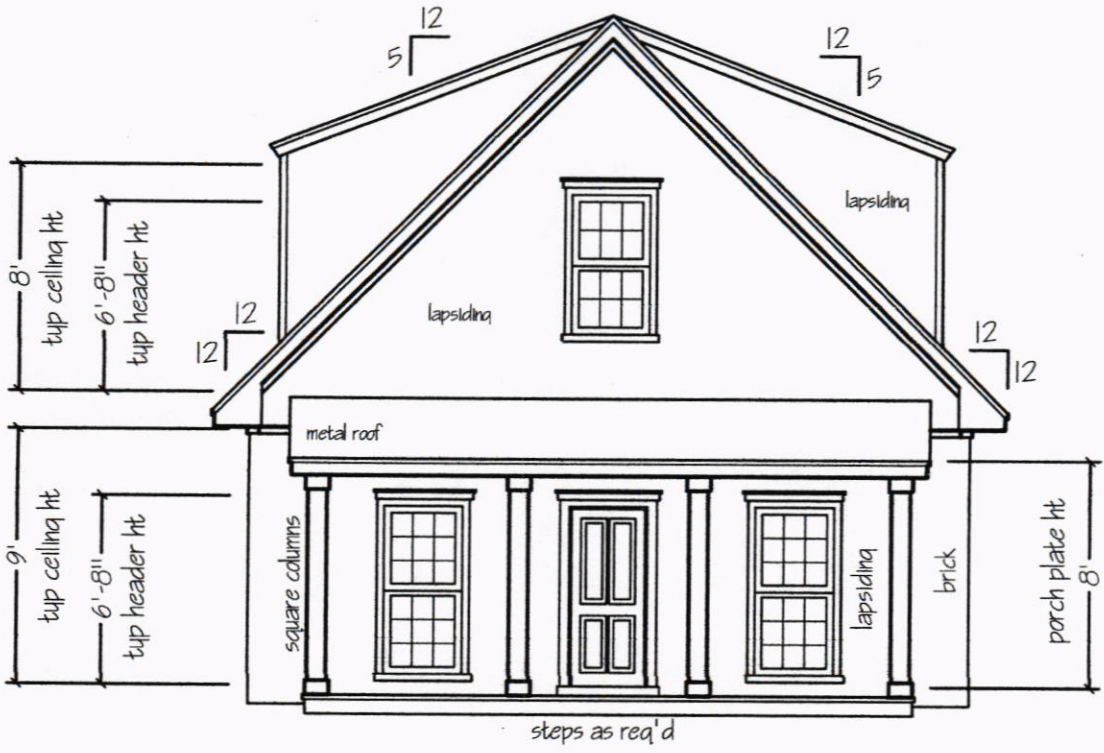
100'-0"

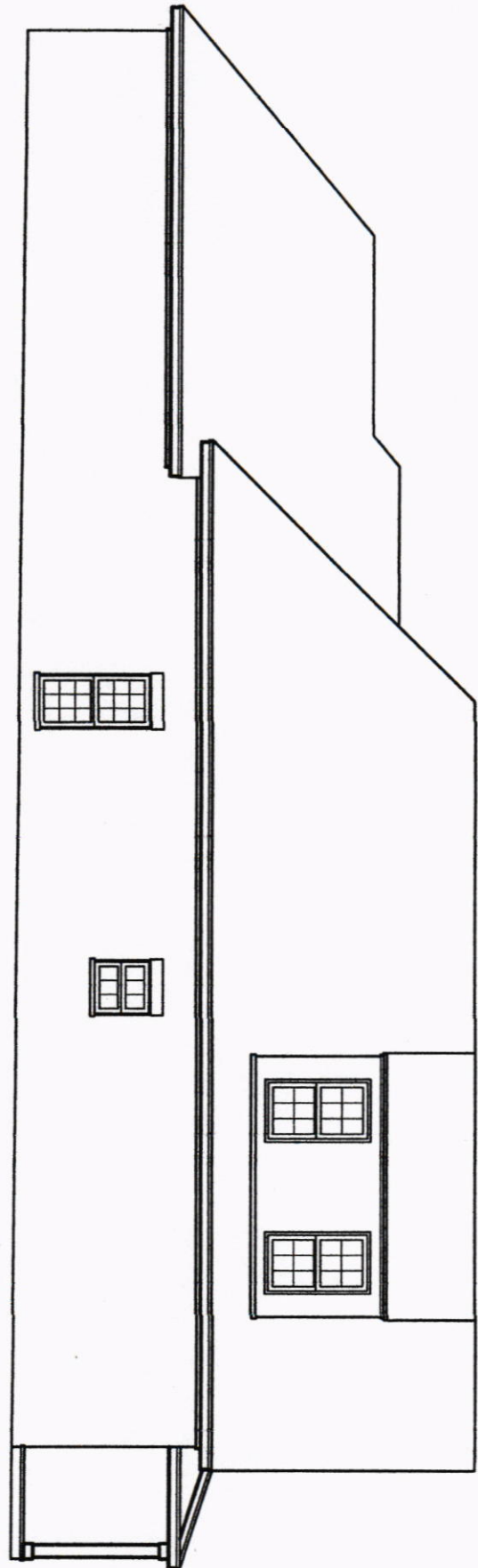
Setbacks

16'	front
20'	rear
5'	sides

SITE PLAN

1" = 8'





Square Footage

First Floor

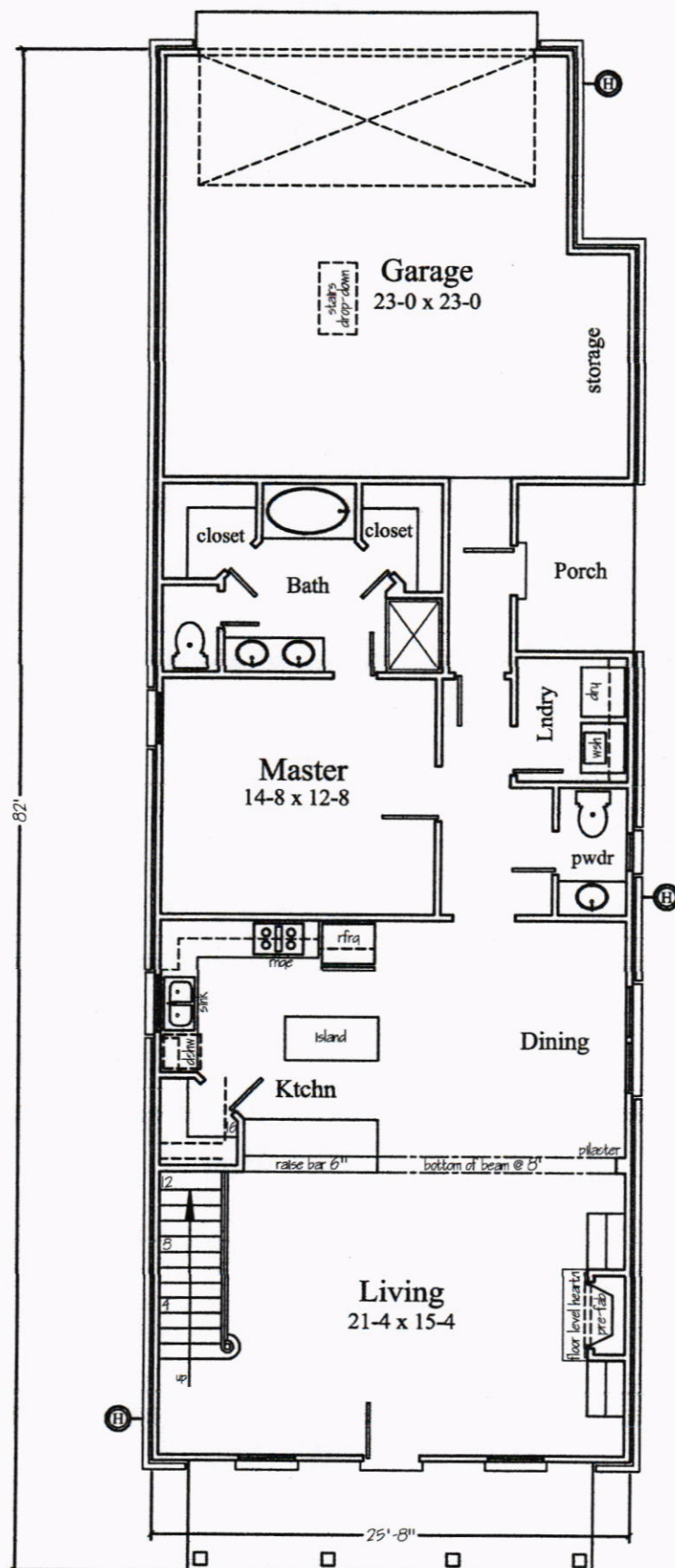
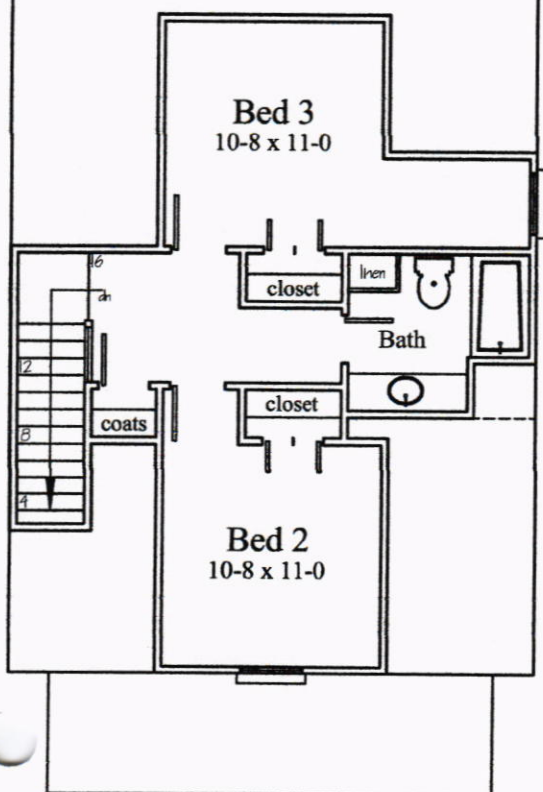
Heated Area: 1263
Masonry: 1296
Under Roof: 2078

Second Floor

Heated Area: 483

Totals

Heated Area: 1746
Masonry: 1779
Under Roof: 2561



City of Clinton
Mississippi
Community Development

March 14, 2011

Mr. Christopher Graham
206 West Leake St.
Clinton, MS 39056

Mr. Graham:

I have received the drawings and your request to place a swimming pool and a privacy fence at 106-B W. Leake St. I have you on schedule to appear before the Planning and Zoning Commission on March 22, 2011 at 6:30 pm and the Mayor and Board of Alderman on April 5, 2011 at 7:00 pm. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

CHRISTOPHER T. GRAHAM
206 WEST LEAKE STREET
CLINTON, MISSISSIPPI 39056

March 14, 2011

VIA HAND DELIVERY

Jerry "J.B." Bounds
200 East Leake Street
Clinton, Mississippi 39056

Re: Request for Certificate of Appropriateness,
206 West Leake Street

Dear Mr. Bounds:

Pursuant to Section 1606 of the Zoning Ordinance of the City of Clinton, Mississippi, we hereby request a Certificate of Appropriateness to make the following improvements to the above-referenced property:

1. Construction of a 16 x 32 inground gunite swimming pool.

The swimming pool will be located directly behind our home as indicated on attachment "A" submitted with this letter. The pool will be either kidney or L-shaped with brick or rock coping and will be surrounded by concrete decking. We will have to remove one (1) pecan tree to facilitate construction of the pool. The tree is approximately 4.5 feet in diameter. The location of this tree is shown on attachment "A" (the darkened circle). The tree has several large limbs that reach across our home, and a number of limbs have fallen out of the tree over the last several years (one caused damage to our home). We consider removal of this tree a safety issue as well as one that will allow construction of the pool.

2. Installation of a privacy fence surrounding our back yard.

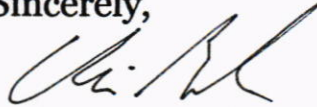
We request that we be allowed to install a 6 foot privacy fence surrounding our back yard similar to one of the three types on attachment

J.B. Bounds
March 14, 2011
Page 2 of 2

"B" submitted with this letter.

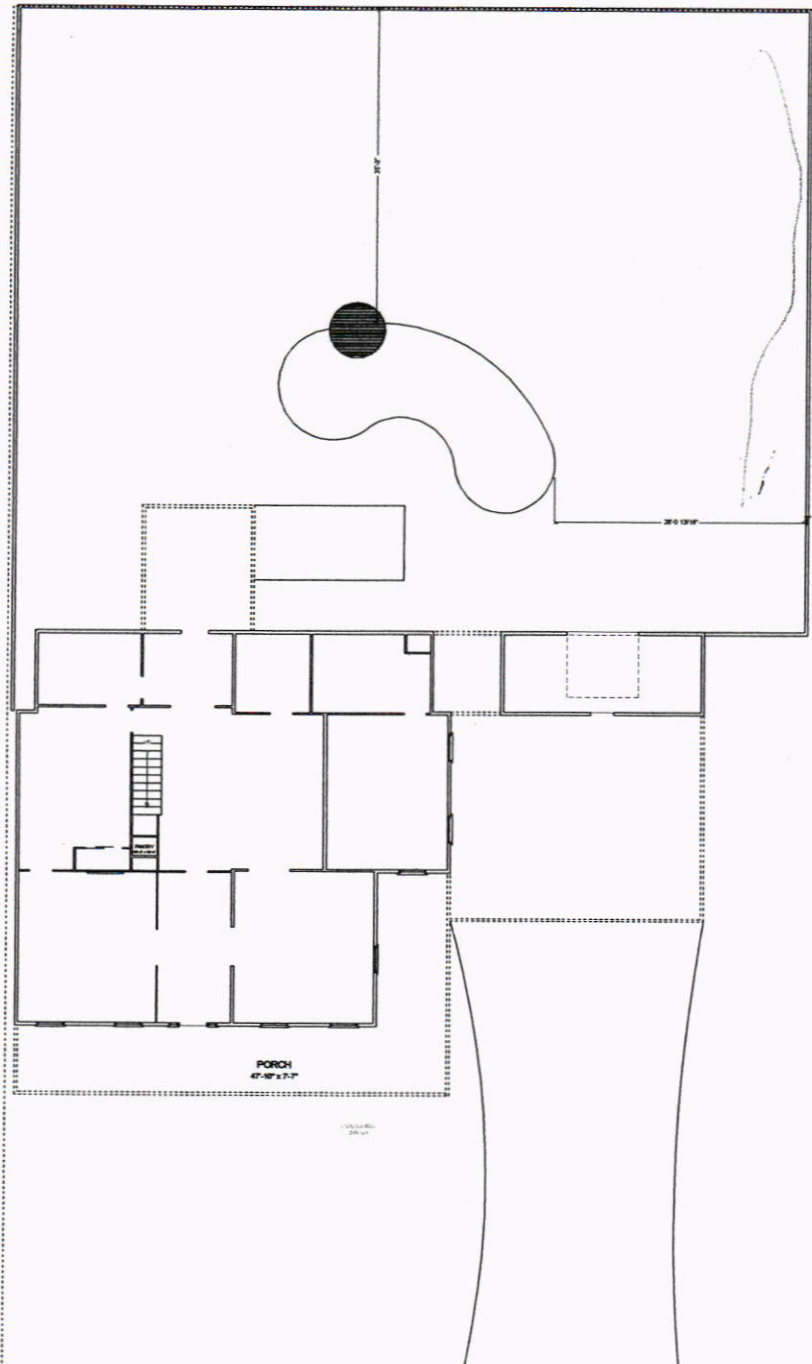
If I can provide any further information concerning our request, please feel free to give me a call on my cell phone (601-624-2639).

Sincerely,

A handwritten signature in black ink, appearing to read "Chris. H.", written over the word "Sincerely,".

Christopher T. Graham

Enclosures



A

City of Clinton
Mississippi
Community Development

March 14, 2011

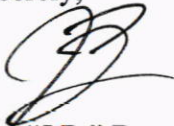
Mr. James C. Martin
605 Steed Rd.
Ridgeland, MS 39157

Mr. Martin:

I have received the drawings and your request to place a sign at 106-B W. Leake St. I have you on schedule to appear before the Planning and Zoning Commission on March 22, 2011 at 6:30 pm and the Mayor and Board of Alderman on April 5, 2011 at 7:00 pm. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

J. STEPHEN WRIGHT
JAMES C. MARTIN*
T. PHILIP HUSKEY
EPH J. VALENCINO, III**

WRIGHT & MARTIN, LLP

Limited Liability Partnership
Attorneys at Law

605 Steed Road
Ridgeland, MS 39157
Telephone: (601) 856-0000
Facsimile: (601) 856-5767

Sender's Email: jmartin@wrightmartin.com

Mailing Address:

Post Office Box 1950
Ridgeland, MS 39158

*Also Admitted in Texas

**Also Admitted in Louisiana

Mr. Jerry Bounds
Director of Community Development
City of Clinton
P.O. Box 156
Clinton, MS 39056

Re: Sign Approval Request

Dear JB:

As we discussed in your office last week, I am opening a Clinton office of my law firm. The office will be located at 106-B W. Leake Street. I am requesting approval of signage for the building.

I am leasing the office from Barry Smith who owns the building and occupies the other part of the building as New York Life Insurance office with the address of 106-A W. Leake Street. The office formerly was the law office of John Breland. I obtained information on his signage, which has been removed. The proposed signage is the same size, color scheme, material, manufacturer and location as his signage.

Attached are a Sign Permit Application and a rendering of the signage. I will appreciate your consideration and submission of this request to the next Architectural Review and Planning & Zoning meetings.

Sincerely yours,

WRIGHT & MARTIN, LLP

James C. Martin

CITY OF CLINTON
Department of Community Development
Sign Permit ApplicationDate: 3/10/11

Name of

Applicant: JAMES C. MARTIN

Contact: _____

Address: 106 - B W. Leake Street
Clinton MS 39056Phone # 601 924-1882Applicant Signature: James C. MartinProperty Owner: Barry SmithAddress: 106 - A W. Leake Street
Clinton MS 39056Phone: 601 924-5563Sign Contractor: Budget SignsAddress: 2358 Hwy 80 W.
Jackson MS 39204Phone: 601 354-4977**Please note:**

1. Rendering of sign **must** be attached
2. If replacing a sign, a rendering of the existing sign **must** also be attached

Location of Sign

East wall - 15" x 48"South front wall - 6" x 18"Type of Sign: X Wall _____ MonumentWill this Sign be lighted? No

Sign Dimensions

Wall: E - 15" x 48"Height: 5 - 6" Width: 18"Total Sq. Ft. 5.0 + 0.75 = 5.75**Monument:**

Height: _____ Width: _____

Total Sq. Ft. _____

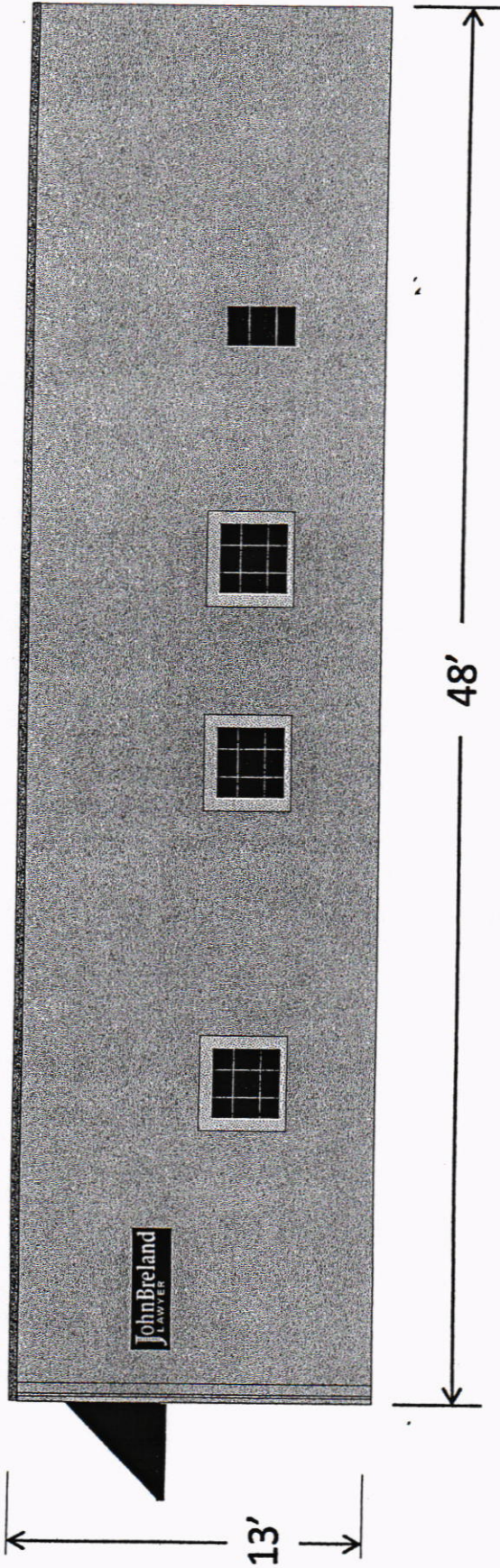
Lineal Ft. of building or space to be leased that
faces public street: 12 feetContract Cost: \$ 239.00Zoning District: Old Towne

Sign is: APPROVED _____ (Date) DENIED: _____ (Date) BY: _____

Reason for

Denial: _____

Permit Cost: _____ Received by: _____



PROPOSED EAST WALL SIGNAGE (Revised 08 NOV 09)

106 West Leake St., Clinton MS

Sign dimensions: 4'-2" x 1'-3" (5.1 sq. ft)

Exterior street frontage is 12'

Submitted By:

WRIGHT & MARTIN
Limited Liability Partnership

JAMES C. MARTIN
ATTORNEY AT LAW

605 STEED ROAD
RIDGELAND, MS 39157
TELEPHONE (601) 856-0000
FACSIMILE (601) 856-3767
POST OFFICE BOX 1950
RIDGELAND, MS 39158

EMAIL: jmartin@wrightmartin.com

1q 15" BY 48" ALUMINUM PAN FACE 1q 6" BY 18" ALUMINUM SIGN W/ MONTING HARDWARE
STEVE DOUGLASS BUDGET SIGNS 601-354-4977
WRIGHT_MARTIN_001.cdr

WRIGHT & MARTIN, LLP

Attorneys At Law

JAMES C. MARTIN
Attorney At Law



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Tamra Morgan
for having attended the

Municipal Court Clerks Statewide Seminar
Jackson Marriott ~ Jackson, Mississippi

March 10-11, 2011
conducted by the

Mississippi Judicial College

Linda E. Beasley
Program Manager

[Signature]
Director



2011 Spring Professional Judicial Development

The Mississippi Judicial College certifies that

TAMRA MORGAN

*Attended the above program
at the Jackson Marriott in Jackson, Mississippi
on March 9-10, 2011*

*and is awarded Continuing Judicial Education Credits
6 hours*


Cynthia D. Davis
Director
Mississippi Judicial College
The University of Mississippi Law Center


Linda E. Beasley
Program Manager
Mississippi Judicial College
The University of Mississippi Law Center



STATE OF MISSISSIPPI

HALEY BARBOUR

GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

TRUDY D. FISHER, EXECUTIVE DIRECTOR

March 24, 2011

CERTIFIED MAIL NO. 7008 3230 0002 4062 4302

Honorable Rosemary G. Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, MS 39060-0156



CITY OF CLINTON

Dear Mayor Aultman:

Re: City of Clinton
Treatment Facility Improvement
Final Determination of Allowable Project Costs
and Final WPCRLF/ARRA Loan Offer
SRF-C280805-04-2-ARSR
ARRA Federal Award No. 2W-95425209-0
CFDA No. 66.458

Based on a review of your files for the above referenced project our final determination of your allowable project costs is as follows:

Final Allowable Project Costs:	\$4,098,914
*Less Previous WPCRLF Payments:	\$2,198,914
Less Previous ARRA Payments:	\$1,900,000
Payment Due:	\$ -0-

*This amount includes the final payment of \$2,690.14 which has been approved and is being processed for payment.

In accordance with WPCRLF Regulation III.I.(2), interest was accrued from the time of the last construction contract completion date as established in the initial loan agreement, and this amount was added to the final allowable project costs, resulting in the final loan principal amount shown below.

Current WPCRLF Loan Amount:	\$4,104,831
Loan Amount to be Decreased:	\$ 5,917
Final Allowable Project Cost:	\$4,098,914
Interest Accrued on Loan:	\$ 18,864
Less ARRA Subsidy Amount	\$1,900,000
Final Loan Principal Amount to be Repaid	\$2,217,778

OFFICE OF POLLUTION CONTROL

POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us

AN EQUAL OPPORTUNITY EMPLOYER

If you agree with the above final determination, please sign the enclosed original and four (4) copies of the Final Loan Agreement. After signature, keep one copy with your official project files and send the original and three (3) copies by certified mail to Deborah Waddell, Administrative Coordinator, Department of Environmental Quality. The signed amended loan agreement must be submitted to the Department by April 24, 2011.

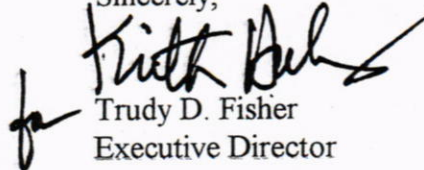
If you do not agree with the above final determination, you must submit a written appeal of this final determination to the Department of Environmental Quality within thirty (30) days after the date of this letter. The appeal must include a written justification of the reason for the appeal and supporting documentation for any disputed costs of the final determination. Submission of an appeal will not delay the accrual of penalty interest on any overpayments nor the interest accrual from the time of the last construction contract completion date as established in the initial loan agreement.

The following sections of your loan agreement have been amended:

7.01., 7.02., 7.04., 7.05., 8.01., and 10.01

Should you have any questions or if we may provide assistance, please contact our Project Manager, Bradley Futch, at 601-961-5206.

Sincerely,


Trudy D. Fisher
Executive Director

TDF:BF:gr

Enclosures

cc: Greg Gearhart, P.E., Williford, Gearhart & Knight, Inc. (w/enclosure of Loan Agreement)
Bradley Futch
Deborah Waddell
Final Closeout File

**FINAL
WATER POLLUTION CONTROL
REVOLVING LOAN FUND LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY (Commission) acting through the DEPARTMENT OF ENVIRONMENTAL QUALITY (Department) and the CITY OF CLINTON, existing as a local government or agency (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 49-17-81, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain local government agencies to finance the construction of eligible pollution control projects; and

WHEREAS, the Loan Recipient has submitted a facilities plan and has made application for the financing of the Project, and the Department has determined that, based upon these submittals, such Project appears to meet all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Water Pollution Control Revolving Loan Fund Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "ARRA Subsidy" shall mean that component of the loan principal which is provided by federal capitalization grant funds made available through American Recovery and Reinvestment Act of 2009 (ARRA), and which in accordance with the ARRA, is being forgiven as part of this loan agreement and thus does not require repayment.
- (3) "Base Loan Amount" shall mean that component of the loan principal which is provided by non-ARRA, WPCRLF Program funds, and which shall be repaid in accordance with the standard WPCRLF terms and conditions, as outlined in Sections 7.03 and 7.04 of this loan agreement.

(4) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.

(5) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.

(6) "Project" shall mean facilities funded under this Agreement as described in Article IX.

(7) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

(8) "WPCRLF Regulations" shall mean the Water Pollution Control Revolving Loan Fund Program Regulations effective for projects funded on and after December 19, 2004.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

(1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.

(4) The Loan Recipient knows of no reason why any future required permits, real property interests, or approvals for the Project cannot be obtained within the time frame required by this loan agreement.

(5) The Loan Recipient shall undertake the Project on its own responsibility. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

(6) The Loan Recipient has, or will have prior to advertisement of the project for bids, a procurement protest procedure in accordance with Appendix I of the WPCRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.

(7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.

(8) The Loan Recipient agrees to design, acquire land and easements, and construct the Project in accordance with the Project schedule, delays incident to strikes, riots or acts of God beyond the reasonable control of the Loan Recipient excepted.

(9) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to design, acquire land and easements, construct, and place in operation, the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

(10) The Loan Recipient must accept flows from any community or area designated in the approved facilities plan to be served by the system funded by the WPCRLF loan, generally without regard to any condition other than user charges developed on an equitable cost basis and the terms of the interlocal agreements required by the WPCRLF Regulations.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the WPCRLF Regulations. The WPCRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. **LOCAL FUNDS.** In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain sufficient moneys from other sources to complete and place the Project in operation. Should the Department not award additional loan funds, this shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. **OPERATION AND MAINTENANCE OF THE PROJECT.** The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner and shall promptly make all necessary repairs and replacements.

3.02. **ADDITIONS AND MODIFICATIONS.** The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. **COLLECTION OF REVENUES.** The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System during the life of the Project.

3.04. **LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES.** The Loan Recipient shall maintain project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

ARTICLE IV - DEFAULTS AND REMEDIES

4.01. **EVENTS OF DEFAULT.** Each of the following events is hereby declared an event of default:

(1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.

(2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.

(3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.

(4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.

(7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.

(2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Commissioner of the Mississippi Department of Revenue delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.

(6) By notifying financial market credit rating agencies.

(7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.

(8) By accelerating the repayment schedule or increasing the interest rate in accordance with the WPCRLF Regulations.

(9) By withholding payments to the Loan Recipient.

(10) By terminating the Loan Agreement, after providing thirty (30) days written notice of such intent to terminate the Loan Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. **DELAY AND WAIVER.** No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. **DISCHARGE OF OBLIGATIONS.** All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the State Water Pollution Control Revolving Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the State Water Pollution Control Revolving Fund shall be no longer in effect.

5.02. **PROJECT RECORD AND STATEMENT.** Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed a loan agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. **ASSIGNMENT OF RIGHTS UNDER AGREEMENT.** The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. **AMENDMENT OF AGREEMENT.** Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency.

5.05. **SEVERABILITY CLAUSE.** If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. **CONFLICTS CLAUSE.** In the event that any provision of this Agreement conflicts with the WPCRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. **EXECUTION OF AGREEMENT.** This Agreement becomes effective upon execution by the Department and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Department.

5.08. **BONDS AND INSURANCE REQUIRED.** The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such

proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

ARTICLE VI - CLEAN WATER ACT AND OTHER FEDERAL REQUIREMENTS

6.01. **TITLE VI PROVISIONS.** The Loan Recipient shall comply with all provisions of Title VI of the Clean Water Act and regulations thereunder.

6.02. **ARRA PROVISIONS.** A portion of the funds awarded herein are made available through the "American Recovery and Reinvestment Act of 2009" (ARRA). Accordingly, the Loan Recipient shall comply with all applicable provisions of the ARRA and the related OMB Implementation Requirements (2 CFR 176), portions of which are detailed in Exhibit A of this loan agreement.

6.03. **APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.** The Loan Recipient shall comply with all applicable state and federal laws, regulations, and executive orders as required by the WPCRLF Regulations, Appendix J.

6.04. **SINGLE AUDIT ACT.** The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and the designated Federal Clearinghouse, within the time frames allowed in the Act.

ARTICLE VII - DETAILS OF FINANCING

7.01. **AMOUNT OF LOAN.** The amount of the Loan authorized is \$4,117,778.

7.02. **PROJECT BUDGET.** The Loan Recipient agrees to the following Project Budget. Payments to the Loan Recipient for each cost item may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department, and must be in accordance with the WPCRLF Regulations.

	<u>Loan Amount</u>
(1) Planning and Loan Application Phase Professional Services	\$ <u>40,000</u>
(2) Design and Land Acquisition Phase Professional Services	\$ <u>188,000</u>
(3) Land and Easement Costs	\$ <u>-0-</u>
(4) Construction	\$ <u>3,707,606</u>
(5) Construction Phase Professional Services	\$ <u>163,308</u>
(6) Contingency	\$ <u>-0-</u>
(7) Subtotal	\$ <u>4,098,914</u>
(8) Overpayment Interest Penalty Accrual	\$ <u>-0-</u>
(9) Interest Accrued	\$ <u>18,864</u>
(10) Total Loan Amount	\$ <u>4,117,778</u>
(11) Less: ARRA Subsidy Amount	\$ <u>(1,900,000)</u>
(12) WPCRLF BASE LOAN AMOUNT (TO BE REPAID)	\$ <u>2,217,778</u>

7.03. INTEREST RATE AND ACCRUAL. The rate of interest on the unpaid principal of the Loan is 1.75 percent per annum, to be compounded monthly. Interest on amounts paid to the Loan Recipient shall commence on September 19, 2010, the last construction contract completion date as established in the initial loan agreement in accordance with WPCRLF Regulation III.I (1). Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.04. REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$11,074.57 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement for a period of 237 months, to begin May, 2011, subject to amendment in accordance with the WPCRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the State Water Pollution Control Revolving Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$11,074.57 for a period of 237 months, to begin June, 2011, with the exception of that portion of the repayments specified below in Article 7.05. as the administrative fee. The Mississippi Department of

Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into State Treasury Fund #3588 until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with the WPCRLF Regulations.

7.05. **ADMINISTRATIVE FEE.** An administrative fee will be collected from the loan repayment amounts described in Article 7.04. to defray the costs of administering the fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged, and in lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee. The amount of the administrative fee to be collected will be equal to \$205,889 (which is five percent of the final total loan amount reflected in Article 7.01) or the total amount of interest due over the life of the loan, whichever is less. This supersedes and constitutes a variance to WPCRLF Regulation III.J.

7.06. **BIDS IN EXCESS OF BUDGET AMOUNTS.** Should the bids for construction, equipment and supplies, and testing for this project exceed the budget amounts for these items plus contingency, the Department may terminate this loan agreement in accordance with the procedures described in Article 4.03.

7.07. **AVAILABILITY OF FUNDS.** The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.08. **PROHIBITION OF DUPLICATE FUNDING.** The Loan Recipient hereby agrees that all costs requested for reimbursement from the State Revolving Fund have not been, and will not be, also requested or received from other State or Federal agency funding sources.

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. **PROJECT BUDGET PERIOD.** Unless amended, the budget period for this project begins on July 1, 2008, and expires on March 3, 2011. No costs that are incurred or requested after the expiration date will be eligible. The expiration date was determined based on 30 days after the Department's final construction observation. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX - PROJECT DESCRIPTION

9.01. **PROJECT DESCRIPTION.** The Project shall mean facilities funded in whole or in part under this Loan Agreement as follows:

A sludge pumping dredge, sludge holding tank, sludge dewatering and storage facility, solar drying greenhouses, effluent reuse facilities, associated yard piping and related appurtenances.

The loan eligible scope is specifically limited to that identified as eligible in the approved facilities plan, and as further described by plans, specifications, contract documents, and contract change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. **PROJECT SPECIFIC LOAN CONDITIONS.** The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the WPCRLF Regulations.

(1) The Loan Recipient agrees to the following schedule in accordance with the WPCRLF Regulations. Earlier completion of certain actions may require earlier completion of other actions.

- a. By October 9, 2009, advertise each construction contract for bids (**Advertised October 7, 2009**);
- b. By November 8, 2009, but no later than 30 days after advertisement for construction bids on each construction contract, receive bids (**Received November 9, 2009**);
- c. By November 22, 2009, but no later than 14 days after receipt of bids on each construction contract, submit the completed MBE/WBE documentation (**Submitted November 18, 2009**);
- d. By November 29, 2009, but no later than 21 days after receipt of bids on each construction contract, submit the bid package, a loan amendment request, and all necessary executed professional services contracts (**Submitted November 30, 2009**);
- e. By January 7, 2010, but no later than 60 days after receipt of bids on each construction contract, execute and submit construction contract documents and issue and submit a copy of the notice to proceed (**Submitted December 23, 2009**);
- f. By August 14, 2010 (90% of construction contract time), enact the approved user charge system and ordinance and submit proof of enactment (**Submitted July 28, 2010**);

- g. By September 7, 2010 (date may change due to approved change orders), but no later than the contract completion date on each construction contract, complete construction (**Completed January 16, 2011**);
- h. By September 17, 2010, but no later than 10 days after completion on each construction contract, notify the Department of construction completion (**Notified January 20, 2011**);
- i. By October 7, 2010, but no later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying Department's final construction observation (**Submitted May 12, 2010 and September 24, 2010**);
- j. By October 7, 2010, but no later than 30 days after the contract completion date on each construction contract, the Department will perform a final construction observation (**Performed February 1, 2011**);
- k. By November 6, 2010, but no later than 30 days after the Department's final construction observation on each construction contract, the Loan Recipient must submit the following: final loan payment requests; approvable summary change order; record drawings for the entire project funded in whole or in part with WPCRLF funds; the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Loan Agreement. *Loan payment requests submitted after this date are not allowable, regardless of when the costs were incurred* (**Submitted March 2, 2011**);

(2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Loan Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Loan Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Loan Agreement requirement.

(3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for related services shall be reduced to reflect eligible costs using one of the following methods.

- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. Contracts for all related services shall have separate compensation clauses and cost ceilings for eligible and ineligible work.

- b. The payments shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the payments for related services will exceed the eligible amount, the Department may limit payments prior to the final payment.

(4) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix D, of the WPCRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 3.6% minority and 2.1% women's business enterprises.

10.02. **ARRA-RELATED PROJECT SPECIFIC LOAN CONDITIONS.** The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the ARRA.

(1) **Deadline/Loss of Subsidy.** Because the ARRA requires that EPA reallocate to other states all ARRA-provided funds for projects that are not under contract or construction by the ARRA-specified deadline, the Loan Recipient agrees that any violation of the schedule outlined in Section 10.01(1) of this loan agreement may result in the Department's determination that the project cannot comply with the ARRA deadline, and that such a determination will result in the termination of this loan agreement and the Loan Recipient's immediate loss of the ARRA subsidy.

(2) The Loan Recipient understands and agrees that ARRA subsidy funds will not be used for reimbursement of eligible costs until the related project scope is under contract for construction.

(3) The Loan Recipient understands and agrees that ARRA subsidy funds may not be used for the purchase of land or easements.

(4) **Reporting and Registration Requirements.** The Loan Recipient shall comply with all applicable reporting and registration requirements as outlined in Section 1512 of the ARRA and 2 CFR 176, and shall provide and ensure that the project contractors provide all information required by the Department within the timeframes necessary to ensure compliance with the ARRA reporting requirements.

(5) **Buy American Compliance.** The Loan Recipient shall comply with all applicable Buy American requirements as outlined in Section 1605 of the ARRA and 2 CFR 176.

(6) **Wage Rate (Davis-Bacon and Related Acts) Compliance.** The Loan Recipient shall comply with all applicable wage rate requirements as outlined in Section 1606 of the ARRA and 2 CFR 176.

(7) **"Cross-cutting" Federal Authorities.** The Loan Recipient shall comply with all applicable "cross-cutting" federal authorities. This condition supersedes and constitutes a variance to WPCRLF Regulation I.B.

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed on its behalf by the Executive Director of the Department and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative. It is agreed that this Agreement No. SRF-C280805-04-2-ARSR supersedes and replaces the previous Agreement No. SRF-C280805-04-1-ARSR.

CITY OF CLINTON

By: Rosemary G. Aultman
Rosemary G. Aultman
Mayor

4-6-11
(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL
QUALITY**

By: Trudy D. Fisher
Trudy D. Fisher
Executive Director

March 24, 2011
(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF REVENUE**

Commissioner

(Date)

**AGREEMENT
BETWEEN
DR. SAM GORE AND THE CITY OF CLINTON**

VETERANS TRIBUTE PROJECT

This agreement made this the 7th day of, April 2011, between Sam Gore (Sculptor) and the City of Clinton, Mississippi (City) as set out below:

The purpose of this agreement is to set forth the terms and conditions for the creation and construction of a bronze memorial to military personnel who have served or are currently serving in the Armed Forces of the United States.

Responsibility of Sculptor:

1. Sculptor agrees to provide services and talent in developing a memorial in the likeness of the model provided to the Tribute Committee as described in Attachment "A".
2. Sculptor shall be responsible for the creation of the project to include directing the bronze casting process at the foundry of his choosing.
3. Sculptor shall direct construction of an appropriately designed and finished support pedestal for the sculpture.
4. Sculptor will communicate with the Mayor of the City and the Tribute Committee for the project and work in good faith toward final completion and installation of the sculpture by November 1, 2012.
5. Sculptor retains the right to make and publish photographs of the sculpture documenting body of work, including possible publication of collections in printed form.
6. Sculptor retains the sole right to make any miniature reproductions of the sculpture, which he may offer for sale.

Responsibility of the City and the Tribute Committee:

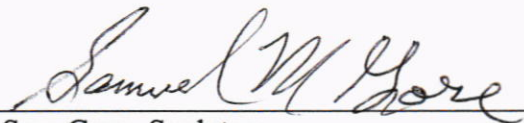
1. The Tribute Committee shall provide all financial support for the project as well as other support necessary for the project to be successful.
2. The City has appropriated no funds for use in this project.
3. Sculptor's fee for the project is not to exceed \$16,000 and includes labor, materials, labor of assistants, travel to the foundry, and review of the proposed foundation. Payments will be made per invoice to the City. Foundry fee for the project will not exceed \$41,000 and can be as low as \$37,000 per correspondence with Jacque Tharp. Payments will be made per invoice to the City. Final payment will be paid upon installation of the sculpture and final acceptance by the City and the Tribute Committee.
4. The City shall provide the location for the erection of the sculpture and support pedestal and related site preparation. The City will assist in providing the equipment necessary for preparation of the site.

Title/Ownership:

1. Upon acceptance of the sculpture and installation, Sculptor shall transfer all right, title and interest in the ownership of the commissioned piece to the City of Clinton.
2. The City shall have the right to publish and distribute photographs, drawings and other forms of reproduction of the sculpture as installed for reference, promotion, education and scholarly purposes.

Miscellaneous:

1. The parties agree that Sculptor shall be an independent contractor as that term is commonly understood and is not an employee of the City or the Tribute Committee.
2. This document constitutes the entire agreement of the parties and may only be amended or changed in writing signed by both the City and the Sculptor.


Dr. Sam Gore, Sculptor

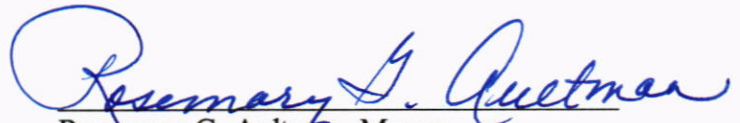

Rosemary G. Aultman, Mayor

Exhibit A

Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009.

The recipient¹ agrees to the following reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR § 176.50, if applicable:

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

¹ As used here and hereafter, recipient means "any entity other than an individual that receives Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal Government." 2 CFR § 176.30.

Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods of Section 1605 of the of the American Recovery and Reinvestment Act and in accordance with 2 CFR §176.140 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate 'none']

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the

recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron,

steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of responses; if oral, attach summary.]</i> <i>[Include other applicable supporting information.]</i> <i>[Include all delivery costs to the construction site.]</i>			

Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) of Section 1605 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.160 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

Designated country—

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods—

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good—

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured

goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel, and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements—

- (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
- (ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or

manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

- (i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;

- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
Item 1: Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2: Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of responses; if one, attach summary.]
[Include other applicable supporting information.]
[Include all delivery costs to the construction site.]

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act.

The recipient agrees to the following wage rate requirements of Section 1606 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.190 when issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair, if applicable:

When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use the award term described in the following paragraphs:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following tracking and documenting responsibilities required by Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176-210, if applicable:

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111- 5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, TX 77002
Attn: Karen McMillan (713) 276-8000

014302-CAS-10-11

INSURED
Denbury Onshore, LLC
5320 Legacy Drive
Plano, TX 75024

CONTACT

NAME:

PHONE
(A/C, No. Ext):FAX
(A/C, No):

E-MAIL

ADDRESS:

PRODUCER

CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: St. Paul Surplus Lines Insurance Co.

30481

INSURER B: Travelers Property Casualty Co. Of America

25674

INSURER C: Travelers Indemnity Company Of America Inc

25666

INSURER D:**INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:**

HOU-001791807-01

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MU 05541204	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC ☐
X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☒ OCCUR						
B	AUTOMOBILE LIABILITY			TC2J CAP 9352B418 10	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
X	ANY AUTO						
X	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
X	HIRED AUTOS						
X	NON-OWNED AUTOS						
A	UMBRELLA LIAB			MU 05778625	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
X	EXCESS LIAB						
	DEDUCTIBLE						
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2KUB 9352B375 10	04/01/2010	04/01/2011	X WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Clinton, Mississippi
c/o Mayor Rosemary Aultman
F 56
Clinton, MS 39060-0156

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Jeanne L. Wray

Jeanne L. Wray

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**CITY OF CLINTON
SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
FRIDAY, APRIL 15, 2011 - 7:15 A.M.
CITY HALL CONFERENCE ROOM – 300 JEFFERSON STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

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

Absent: Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

**APPROVE A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF CLINTON, MISSISSIPPI SEEKING TO SECURE A CONSOLIDATED
AND COMPREHENSIVE ELECTION DISTRICTS FOR THE MISSISSIPPI STATE
SENATE DISTRICT AND THE MISSISSIPPI STATE HOUSE OF REPRESENTATIVE
DISTRICT ENCOMPASSING THE CITY OF CLINTON**

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Greer, and **SECONDED** by Alderwoman Peace the board approved a resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi seeking to secure a consolidated and comprehensive election districts for the Mississippi State Senate District and the Mississippi State House of Representative District encompassing the City of Clinton. **MOTION CARRIED UNANIMOUSLY.**

ADJOURN 7:30 A.M.

MOTION was made by Alderman Greer and **SECONDED** by Alderman Brabham to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

April 15, 2011
Date

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk

April 15, 2011
Date



RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI SEEKING TO SECURE A CONSOLIDATED AND COMPREHENSIVE ELECTION DISTRICTS FOR THE MISSISSIPPI STATE SENATE DISTRICT AND THE MISSISSIPPI STATE HOUSE OF REPRESENTATIVE DISTRICT ENCOMPASSING THE CITY OF CLINTON

WHEREAS, a Three Judge Federal Panel has been appointed to review and determine the voting districts for the Mississippi State Legislature based upon the Federal Voting Rights act and the results of the 20010 United State Census; and

WHEREAS, the City of Clinton is currently represented by portions of 3 separate State Senate Districts and 5 separate State House of Representative Districts; and

WHEREAS, the City of Clinton is a municipality comprised of a community of citizens with common interests and goals who has chosen to live together for the benefit of the City of Clinton; and

WHEREAS, the citizens of the City of Clinton desire to and should have common representation in the State Legislature so that they can express their goals and desires within the State Legislature; and

Whereas, the current population of the City of Clinton, according to the most recent census data is slightly in excess of 25,000; and

Whereas, the target population for a State Senate District is approximately 40,000 and the target population for a State House of Representative District is approximately 24,000;

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

1. That adequate consideration be given by the Federal Three Judge Panel to providing for a State Senate District that includes the municipal corporate limits of the City of Clinton as part of a single district.
2. That adequate consideration be given by the Federal Three judge Panel to providing for a State House of Representative District that is comprised entirely of the City of Clinton.

A Motion for adoption was made by Alderman Greer and seconded by Alderman Peace and the foregoing resolution having been first reduced to writing and no request being made by the Mayor or any member of the Board of Aldermen that the Resolution be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham:	YES
Alderman Hisaw:	YES
Alderman Greer:	YES
Alderman Barnett:	YES
Alderwoman Peace:	YES
Alderman Morgan:	ABSENT
Alderman Cashion:	ABSENT

Whereupon the Mayor declared the Resolution approved and adopted, this the 15th day of April, 2011.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

By: Russell L. Wall
Russell L. Wall, City Clerk



CITY OF CLINTON
SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
FRIDAY, APRIL 15, 2011 - 4:30 P.M.
CITY HALL CONFERENCE ROOM – 300 JEFFERSON STREET

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

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 Cashion – Alderman Ward 6

Absent: Mike Morgan – Alderman Ward 5

**APPROVE A PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY
BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON,
MISSISSIPPI**

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham, and **SECONDED** by Alderman Greer the board approved a proclamation of the existence of a local emergency by the Mayor and Board of Aldermen of the City of Clinton, Mississippi. The proclamation is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

ADJOURN 4:57 P.M

MOTION was made by Alderman Greer and **SECONDED** by Alderman Brabham to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: _____

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

Date

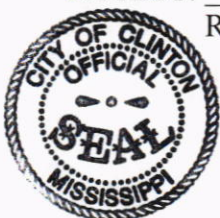
4-18-11

ATTEST: _____

Russell L. Wall
Russell L. Wall, City Clerk

Date

4-18-11



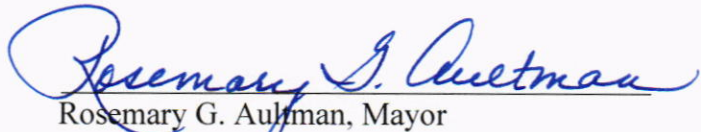
**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
BY THE MAYOR AND BOARD OF ALDERMEN
CITY OF CLINTON, MISSISSIPPI**

Whereas, the City of Clinton, Mississippi Mayor and Board of Aldermen does hereby find:

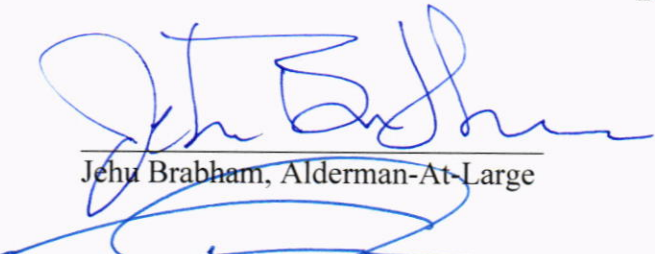
That conditions of extreme peril to the safety of persons or property have arisen within said City of Clinton, Mississippi caused by a tornado, commencing on or about 10:30 am on the 15th day of April, 2011; That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency;

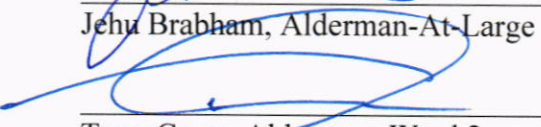
NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), MS Code of 1972, a local emergency now exists throughout said City of Clinton, Mississippi; and

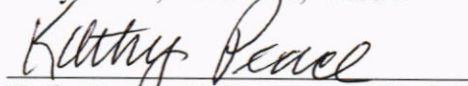
IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Mayor and Board of Aldermen of the City of Clinton, State of Mississippi, City of Clinton, Mississippi.

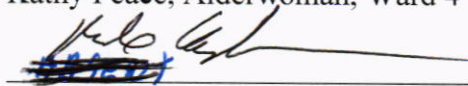

Rosemary G. Aultman, Mayor

4-15-11
Date

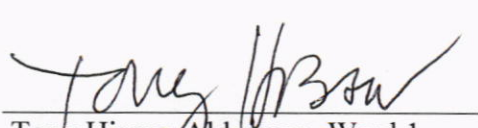

Jehu Brabham, Alderman-At-Large

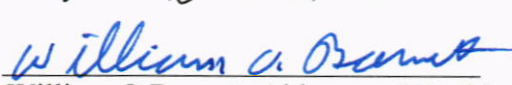

Tony Greer, Alderman, Ward 2


Kathy Peace, Alderwoman, Ward 4


Mike Cashion, Alderman, Ward 6


ATTEST: Russell L. Wall, City Clerk


Tony Hisaw, Alderman, Ward 1


William O Barnett, Alderman, Ward 3

ABSENT
Mike Morgan, Alderman, Ward 5

