

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 5, 2010 - 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 Cashion followed by the pledge of allegiance to the flag led by Alderman Brabham.

ROLL CALL City Clerk, Russell Wall

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

PUBLIC HEARING

A public hearing was held regarding the request by the City of Clinton to enter into a loan agreement with the Mississippi Development Authority in the principal amount not to exceed One Million Dollars (\$1,000,000) for the purpose of completing capital improvements to the City's Water and Wastewater systems. There was no public comment.

APPROVAL OF CONSENT AGENDA ITEMS A – MM

MOTION made by Alderman Greer and **SECONDED** by Alderwoman Peace to approve the Consent Agenda Items A-MM. Item C will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF SITE EXPANSION – 730 CLINTON PARKWAY – REVELL ACE
HARDWARE**

Upon presentation by Jerry Bounds, Director of Community Development , **MOTION** made by Alderman Greer and **SECONDED** by Alderman Cashion the board approved the site expansion for a garden center requested by Revell Ace Hardware to be located at 730 Clinton Parkway in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF ARCHITECTURAL RENDERING – 728 CLINTON PARKWAY – ST.
DOMINIC CLINIC**

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved the architectural rendering for a clinic requested by St. Dominic Clinic to be located at 728 Clinton Parkway in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF DEMOLITION – 209 LEAKE STREET – CAREY EVANS

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the demolition of an accessory building requested by Carey Evans located at 209 Leake Street in the City of Clinton, Mississippi. It was also requested by the board that this building be demolished within sixty (60) days and that the Director of Community Development monitor this demolition. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

**AUTHORIZE THE MAYOR TO EXECUTE A SUMMARY BILLING CONTRACT
WITH ENTERGY**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham the board authorized the Mayor to execute a summary billing contract with Entergy. **MOTION CARRIED UNANIMOUSLY**

**ACCEPTANCE OF DONATION IN THE AMOUNT OF \$436.17 FROM FRED'S
DOLLAR STORE**

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board accepted the donation in the amount of \$436.17 from Fred's Dollar Store. The Police Chief also asked that the donation be used to purchase stop sticks for the Police Department. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF DONATION IN THE AMOUNT OF \$436.17 FROM FRED'S DOLLAR STORE

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board accepted the donation in the amount of \$436.17 from Fred's Dollar Store. The Fire Chief also asked that the donation be used to purchase GPS devices for the Fire Department. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICE AGREEMENT WITH THE MISSISSIPPI STATE FIRE ACADEMY FOR AN EIGHTY (80) HOUR COURSE FOR NFPA 1021 FIRE OFFICER I AND II OPEN TO TWENTY (20) STUDENTS FOR A SIX (6) MONTH PERIOD TO BE HELD AT THE CLINTON FIRE DEPARTMENT IN THE AMOUNT OF \$ 1,728.00

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board authorized the Mayor to sign a professional service agreement with the Mississippi State Fire Academy for an eighty (80) hour course for NFPA 1021 Fire Officer I and II open to twenty (20) students for a six (6) month period to be held at the Clinton Fire Department in the amount of \$1,728.00. **MOTION CARRIED UNANIMOUSLY**

MODIFICATION OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION INMATE LITTER PICKUP PROGRAM AGREEMENT

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the modification of the Mississippi Department of Transportation Inmate Litter Pickup Program Agreement. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER #10 FOR THE QUISENBERRY LIBRARY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Barnett the board approved change order #10 for the Quisenberry Library. **MOTION CARRIED UNANIMOUSLY**

APPROVE AN AMENDMENT TO THE GENERAL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLINTON AND WILLIFORD, GEARHART & KNIGHT, INC.

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board approved the amendment to the General Professional Services agreement between the City of Clinton and Williford, Gearhart & Knight, Inc. **MOTION CARRIED UNANIMOUSLY**

RECOMMENDATION FOR SELECTION OF ENGINEERING SERVICES FOR THE ROADWAY SAFETY-STREET SIGN COMPLIANCE UPGRADE PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved the selection of Neel-Schaffer, Inc. to provide engineering services for the Roadway Safety-Street Sign Compliance Upgrade project. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE PURCHASE OF 37,332 SQUARE FEET OF LAND FOR \$64,442.64 BY BEN WALKER FOR THE LAWSON STREET PROJECT

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved a finding of facts for the purchase of 37,332 square feet of land for \$64,442.64 by Ben Walker for the Lawson Street project. A copy of the finding of fact is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

TRANSFER OF PROPERTY TO HABITAT FOR HUMANITY, INC.

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved a resolution authorizing the city attorney to transfer a piece of property located at 1005 Neal Street in the City of Clinton, Mississippi to Habitat for Humanity, Inc. A copy of the resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:44 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 January 19, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary A. Aultman January 6, 2010
Rosemary Aultman, Mayor Date

ATTEST: Russell L. Wall January 6, 2010
Russell L. Wall, City Clerk Date



M & B

1: P.O. Box 6777 • Jackson, MS 39282
Up: 3876 Terry Rd. • Jackson, MS 39212
www.teamrevell.com
revelljackson@revellindustrial.com

Revell

HARDWARE & INDUSTRIAL SUPPLY

"IF IT'S HARDWARE, WE HAVE IT"

Serving Central Mississippi Since 1950

Phone 601-372-5534
Industrial Division
601-372-7608
Fax 601-371-8727

City of Clinton
C/o Mr. Jerry "JB" Bounds
P. O. Box 156
Clinton, MS 39060

Re: Proposed Lawn & Garden Center

Dear Mr. Bounds,

Thank you very much for meeting with me on Tuesday regarding our proposed expansion of our business. I hope that the architectural drawings that I left with you will meet the expectations and approval of the City leaders. As we discussed, the lawn & garden department is a vital part of our long term business model and this expansion will help us capture this important area of the business that we have been missing to this point.

As discussed, the addition will coordinate well with the existing architecture making it appear that it was part of the original construction.

Our plan, if approved, is to have this part of our business completed by mid-February to take advantage of the spring lawn & garden season, which comprises approximately 70 percent of the annual revenue in this department. Timing is of the essence. I appreciate your efforts in helping us grow our business model. Please let me know if you need any further information.

Sincerely,



Joe Rooks

5 LOCATIONS

BYRAM
601-371-8429

CLINTON
601-924-4510

FLORENCE/RICHLAND
601-932-2690

JACKSON
601-372-5534

PEARL
601-939-2861

City of Clinton
Mississippi
Community Development

December 4, 2009

Joe Rooks
P. O. Box 6777
Jackson, MS 39282

Dear Mr. Rooks:

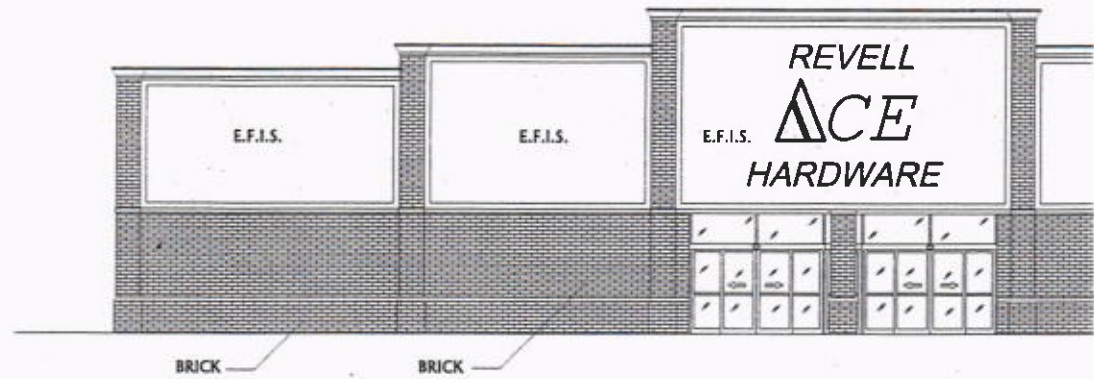
I have received your request to add the outdoor addition to the Revell Ace Hardware building located at 730 Clinton Parkway. The addition is to expand your lawn and garden center. I have all the construction documents I need with the exception of, a little more detailed information on the column footings and details on the structure supports for the mesh sun screen.

This addition request must be approved by the Planning and Zoning Board as well as the Mayor and Board of Alderman. The Planning and Zoning Board will meet on December 22, 2009 at 6:30 pm and the Mayor and Board of Alderman will meet on January 5, 2010 at 7:00 pm. Both meetings will be held in the municipal Court Room at 305 Monroe Street. You or your representative must be present at both of these meetings.

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

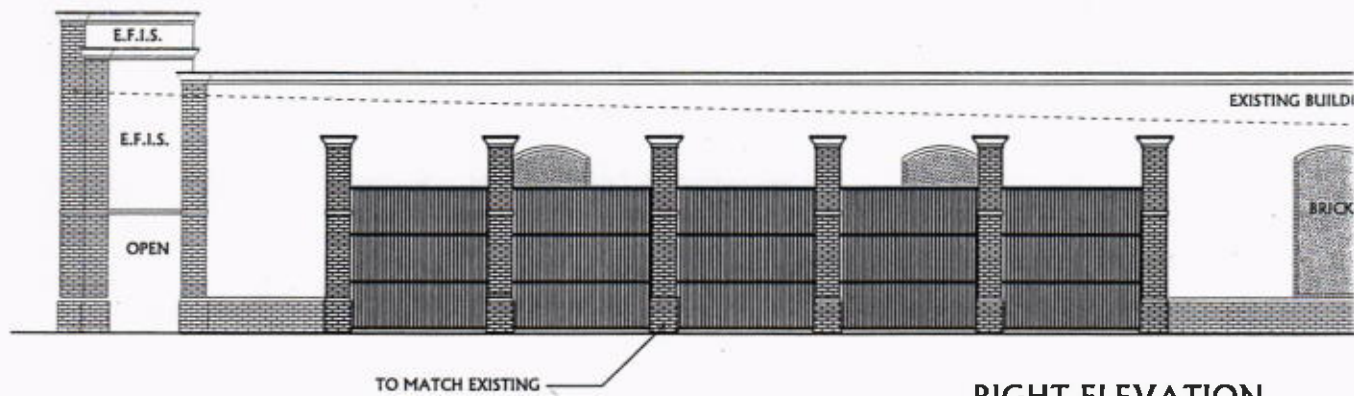
Sincerely,

Jerry "J.B." Bounds
Director
Community Development



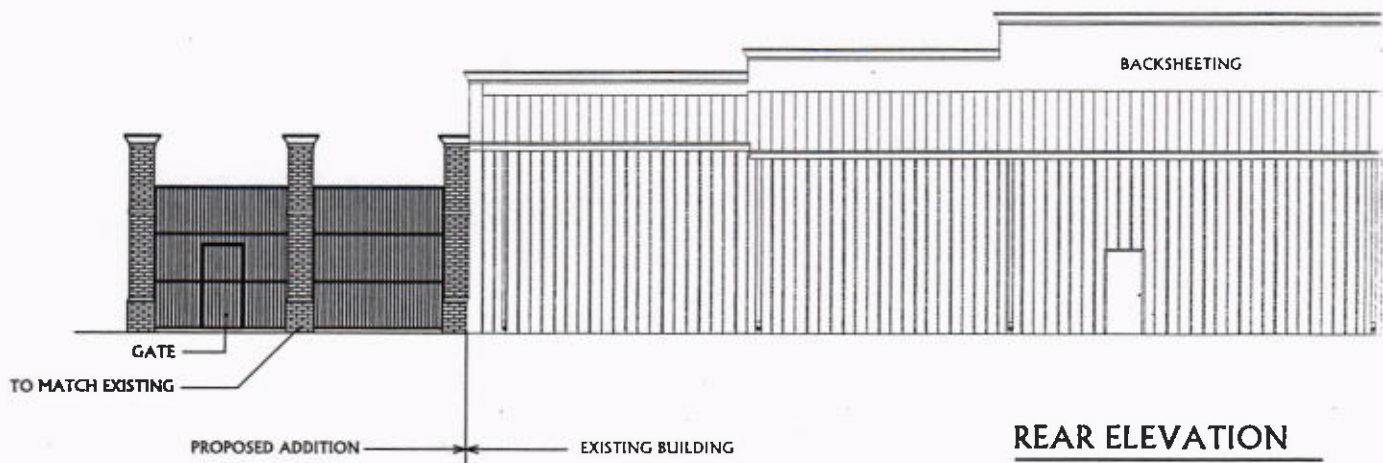
FRONT ELEVATION

SCALE 1/16" = 1'-0"



RIGHT ELEVATION

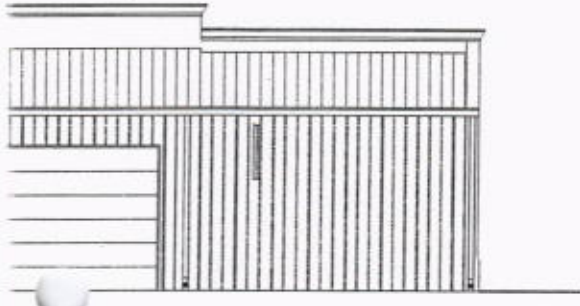
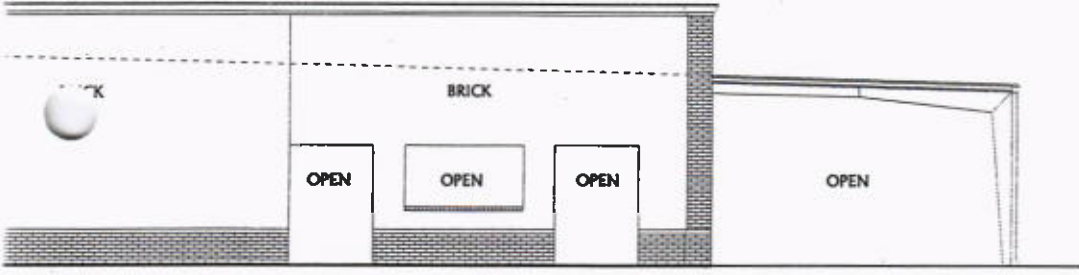
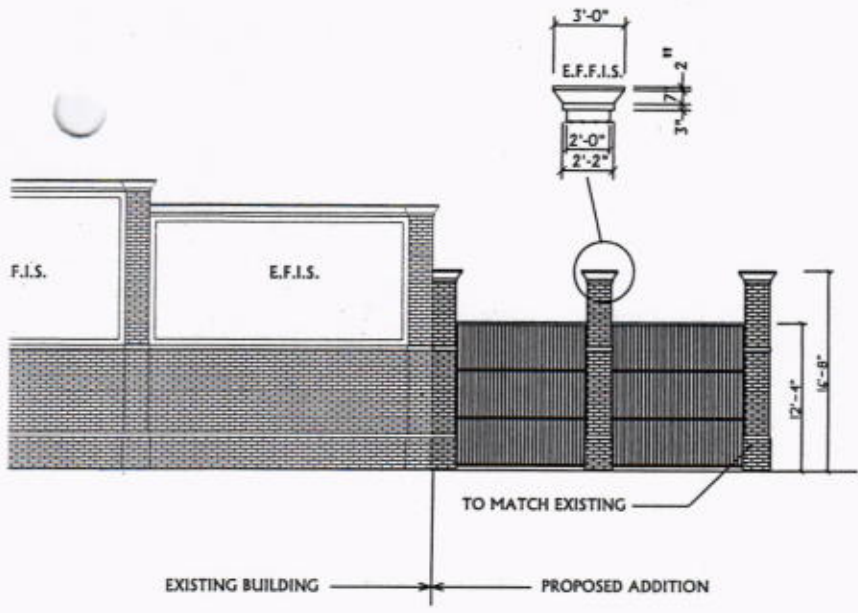
SCALE 1/16" = 1'-0"



REAR ELEVATION

SCALE 1/16" = 1'-0"

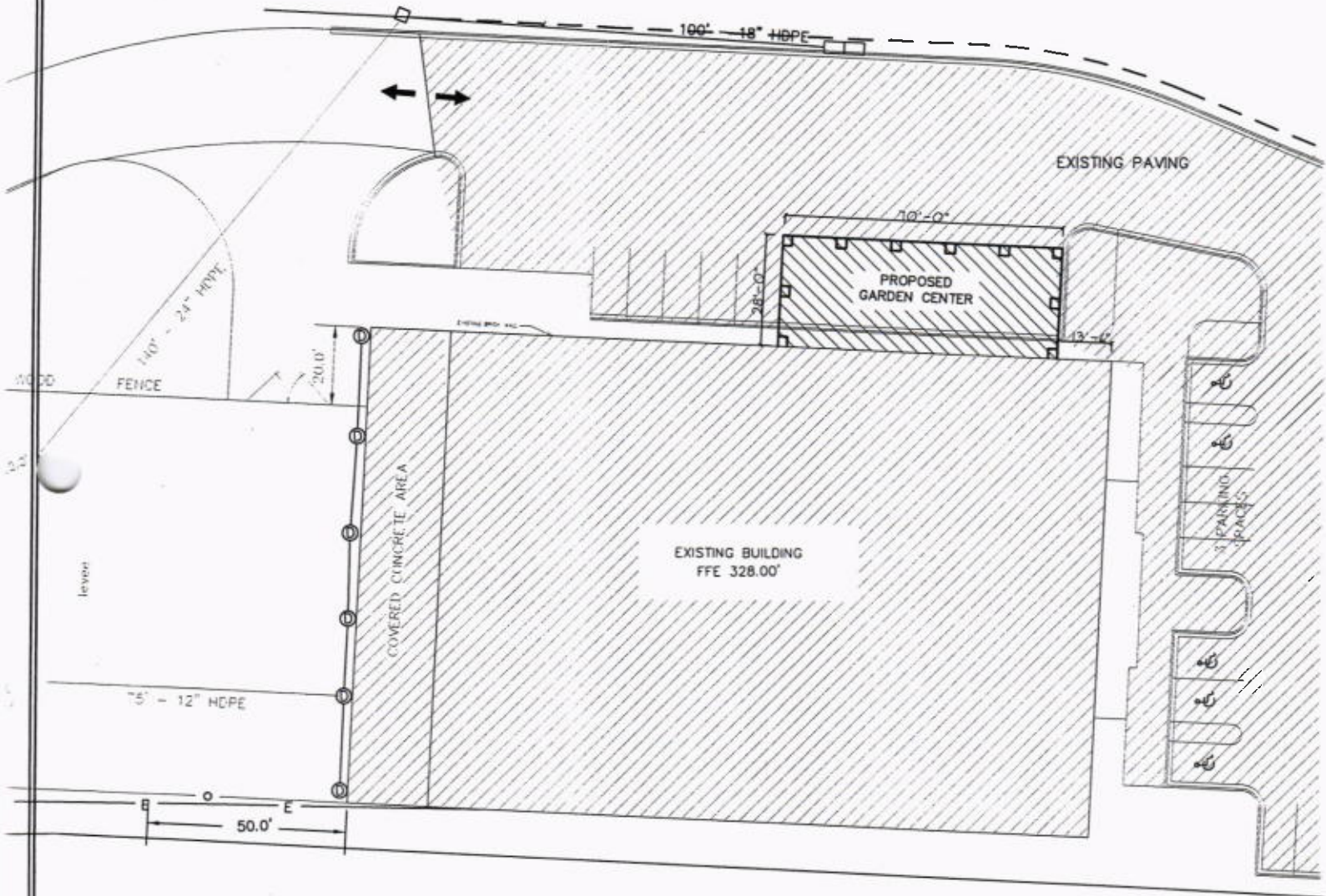
2A



PEOPLES CONSTRUCTION CORP.
3913 UNDERWOOD DRIVE
FLOWOOD, MS 39232 (601) 932-1111
PLOT DATE: Wednesday, November 25, 2004
COPYRIGHT
drawn by: TOB
C:\DRAWINGS\REVELL ELEV.DWG

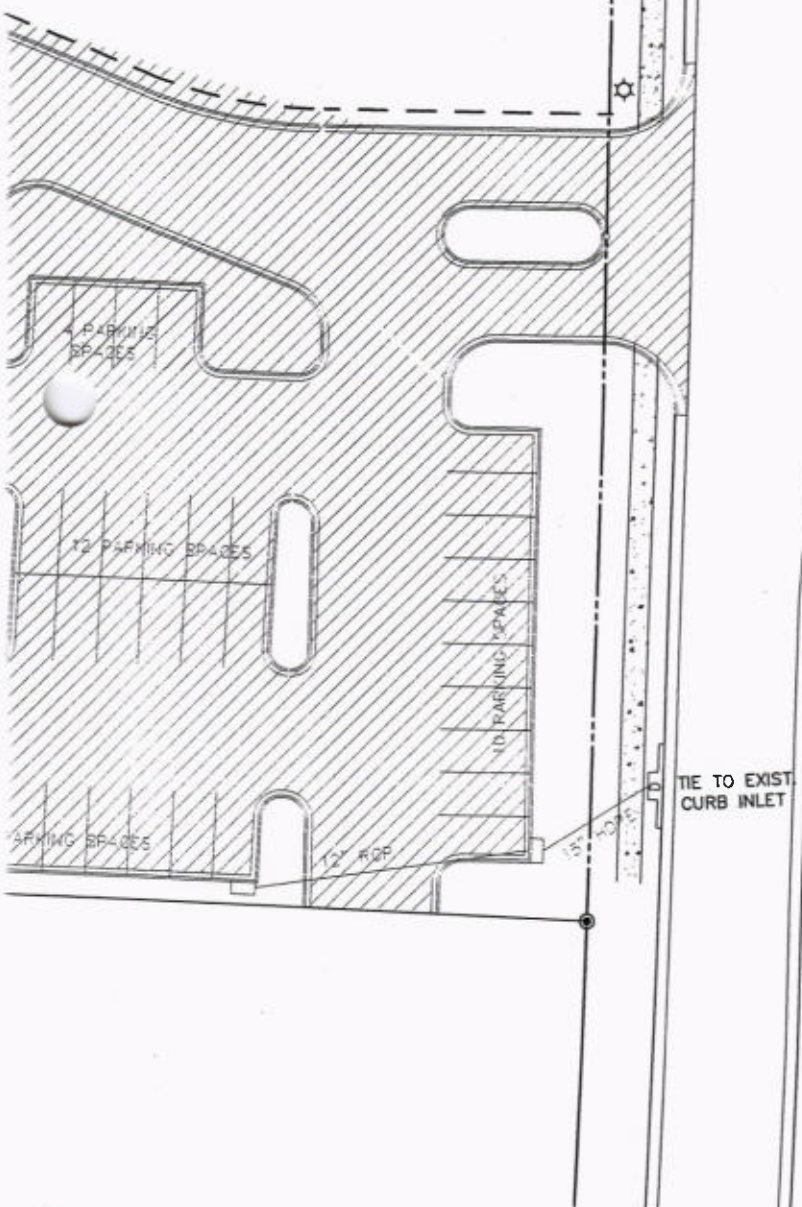
A PROPOSED ADDITION FOR:
REVELL HARDWARE
730 CLINTON PARKWAY
CLINTON, MS.
JOB NO.

(1B) Continued on page 2B



SITE PLAN
SCALE 1" = 40'

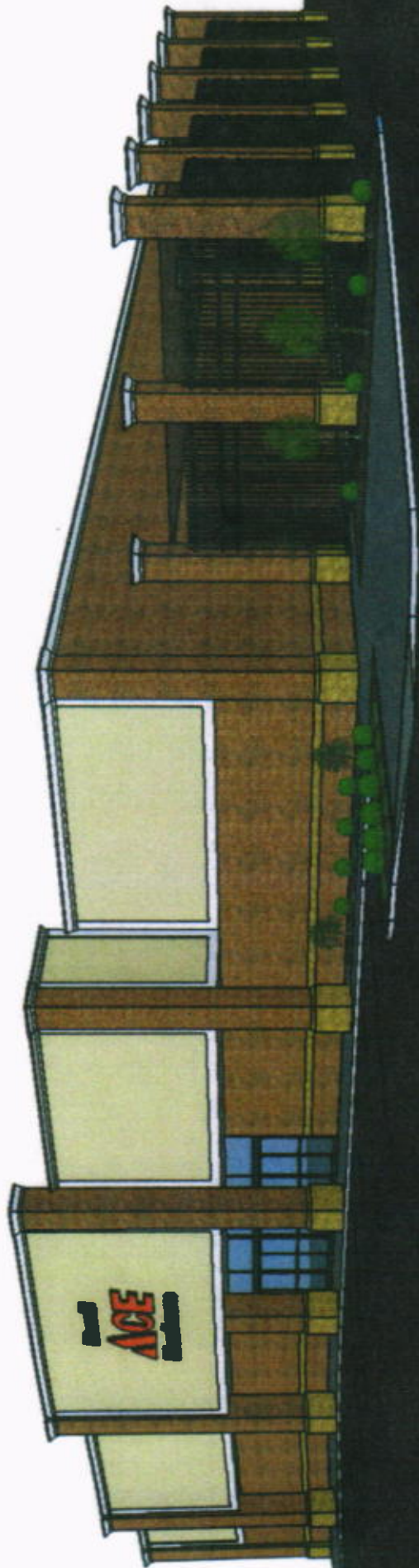
(2B)



PEOPLES CONSTRUCTION CORP.
3913 UNDERWOOD DRIVE
FLOWOOD, MS 39232
PLOT DATE: Wednesday, November 25, 2004
COPYRIGHT
drawn by: TOB
C:\DRAWINGS\REVELL ELEV.ARC

A PROPOSED ADDITION FOR:
REVELL HARDWARE
730 CLINTON PARKWAY
CLINTON, MS.

JOB NO. _____



PLANNING AND ZONING COMMISSION

Clinton, MS
Tuesday December 22, 2009
6:30 p.m.
Municipal Courtroom
305 Monroe Street

Minutes by Cassie Cutrer, Assistant

Commission Members Present: Bettye King, Ryan Tracey, Pat Smith, Mark Williams, Foster Ellis

City Officials Present: Jerry Bounds, Director

I. Call to Order

Ryan Tracey called the meeting to order at 6:30 p.m.

II. Consideration and Approval of November 24, 2009 Minutes

MOTION made by Bettye King to approve the November 24, 2009 minutes.
SECOND by Foster Ellis. MOTION carried UNANIMOUSLY, NONE opposed.

III. New Considerations

**A. Requesting approval to tear down and reconstruct accessory building:
209 Leake Street, Carey Evans**

Jerry Bounds explained Mr. Evans wished to tear down his existing storage and re-construct it using reverse board and batten with an aluminum roof. Mr. Bounds showed the commission members the colors Mr. Evans would use on the structure. Mr. Evans interjected to say he had decided to tear down the structure, but would not rebuild it at this time.

Ryan Tracey, then clarified that the vote would be to approve his request to tear down the storage building only.

MOTION made by Bettye King to approve that Mr. Evans tear down the existing storage building at 209 W. Leake St. SECOND by Mark Williams. MOTION carried UNANIMOUSLY. NONE opposed.

**B. Request for approval to build outside addition: 730 Clinton Parkway,
Revell ACE Hardware, Joe Rooks**

Jerry Bounds explained that Revell ACE Hardware is requesting to build an exterior garden center onto their current building. The addition would be built of brick fencing and metal fillers. The Architectural Review Board had already approved the structure.

Pat Smith asked if the garden center would sell plants as well as flowers.

Joe Rooks said they would.

Pat Smith commented that it would be a great thing for Revell to add the garden center, causing more to buy locally.

Mark Williams asked if the addition would be built onto the north side of the building.

Jerry Bounds confirmed that it was to be built on the north side.

Bettye King said that architecturally, the addition was a total match to the existing structure.

Foster Ellis concurred.

Joe Rooks explained the asphalt would be dug out where the footings would be placed, then filled back in around the columns to make it appear as if the columns were sitting on top of the asphalt. This design would add more strength and stability to the structure.

Jerry Bounds and Joe Rooks clarified where the dimensions of the columns were specified in the architectural plans.

MOTION made by Foster Ellis to approve the plans for the garden center at 730 Clinton Parkway. SECOND by Pat Smith. MOTION carried UNANIMOUSLY. NONE opposed.

III. Other Business

Request for approval of architectural renderings: St. Dominic Clinic at 728 Clinton Parkway.

Jerry Bounds stated this was the third attempt at submitting renderings. The Architectural Review Board approved the current one.

Ryan Tracey clarified that the site plans had already been approved and that the vote at this meeting would be to approve the architectural concept.

Jerry Bounds showed the board the colors, trim, and brick colors and materials. The windows will have dark bronze metal treatments.

Ryan Tracy asked if the pointed areas on the front of the building would be parallel to the street.

Jerry Bounds said he did not know, but that the original plans (that were rejected) showed the front to be parallel with the street.

Ryan Tracey asked if there was a picture of the rear of the building and if the back would use the same materials as the front on the pointed parts.

Jerry Bounds said he would not assume and that he did not know. He also stated that he would not allow them to use anything other than stucco on the back.

MOTION made by Bettye King to approve the architectural renderings submitted for the St. Dominic Clinic at 728 Clinton Parkway. SECOND by Foster Ellis. MOTION carried UNANIMOUSLY. NONE opposed.

IV. Next Meeting

The next meeting will be held on January 25, 2009, at 6:30 p.m. in the Municipal Courtroom.

V. Adjournment

The meeting was adjourned with UNANIMOUS approval, NONE opposed, at 6:50 p.m.



11/24/2009
view from alley



11/24/2009
west side view from alley



11/24/2009
East side view from alley



11/24/2009
view from Capitol Street

ENTERGY MISSISSIPPI, INC.
AGREEMENT FOR CORPORATE SUMMARY BILLING

This Agreement is made January 5, 2010, between City of Clinton ("Customer") and Entergy Mississippi, Inc. ("Company"), collectively Parties.

WHEREAS:

Customer currently has multiple service locations in Company's service area as indicated by the accounts listed on Exhibit A attached hereto (the "Accounts").

The Company currently issues Customer a separate bill for each of the Accounts.

Customer has requested Company to Summarize the billings for such Accounts, on one or more summary bills.

Company is willing to offer such a Corporate Summary Billing service wherein the billings are summarized on one or more Corporate Summary Bills each month under the terms and conditions set forth below:

THEREFORE, the Parties hereto agree as follows:

1. Corporate Summary Bill

Company will render 6 Corporate Summary Bill(s) on approximately the 15th workday(s) of each month, which will summarize the Accounts in the manner described in Exhibit A attached hereto or as it may be amended from time to time by the Parties. An image of the detailed billing for all accounts summarized will be attached to the Corporate Summary Bill.

2. Payment

Customer hereby agrees that the amount shown as owed on each Corporate Summary Bill will be due upon receipt. Payment will be considered delinquent if not received by the Company, either (a) via physical delivery by U. S. mail or courier or (b) via electronic funds transfer, within ten (10) days of Entergy Mississippi, Inc.'s Corporate Summary Bill date. If less than the full amount shown on the Corporate Summary bill is paid, Customer shall indicate the accounts being paid. If an account becomes delinquent, Company may exercise the rights and privileges pursuant to the applicable provisions of the Company's filed Service Policy and the Mississippi Public Service Commission's Rules and Regulations Governing Public Utility Service (the "MPSC Rules") or successor thereto. If Customer in good faith disagrees with the statement rendered by Company, it shall so notify Company prior to the date the account becomes delinquent. Disputed Bills shall be handled in accordance with applicable MPSC rules.

3. Charge for Service

The Company reserves the right to implement a charge for Corporate Summary Billing upon receipt of appropriate regulatory approval and upon thirty (30) days prior notice to the Customer of its intention to implement such a charge.

4. Right to cancel

Either party hereto may cancel this Agreement upon thirty (30) days notice to the other.

5. Notice

Any notice, consent, or other communication, except the mailing and payment of the Corporate Summary Bill as described in Paragraph 2 above, shall be properly given when deposited in the U. S. mail, postage prepaid, registered or certified, and addressed to the appropriate address as shown below, or to such other address as a party may stipulate in writing.

6. Conflicts

This Agreement deals only with the rendering of bills and payment dates under the Company's Corporate Summary Billing procedure. This Agreement does not alter or supersede any contract, rate schedule or other agreement.

CUSTOMER City of Clinton

By

Address: ATTN:

Rosemary G. Gultman
P.O. Box 156
Clinton, MS 39060

ENTERGY MISSISSIPPI, INC.

By

Address: ATTN:

Summary Billing Contact Form

Name of Business/Customer: City of Clinton

Contact Person: Linda White

Phone Number: 601-924-5474

Best Time To Call: 8am - 5pm

Desired Due Date of Bill: 12th of each month

Please note: We will make every attempt to accommodate this requested date, however, due to meter reading schedules sometimes we will not be able to do so.

Requested Level of Detail on
Summary Bill:

- ☒ Level One
- ☐ Level Two
- ☐ Level Three

Mailing Address
for Summary Bill: City of Clinton

P O Box 156

Clinton, MS 39060

[illegible]

[illegible]

	EXHIBIT A	(Street Light/Signal)
ACCOUNT NUMBER	CUSTOMER NAME	SERVICE LOCATION
83562710	City of Clinton	99 Clinton Pkwy
83817775	City of Clinton	Clinton Pkwy & College St
83889063	City of Clinton	305 Jefferson St A
14866743	City of Clinton	Bruenburg Pkwy & I-20 Frontage Rd
14866800	City of Clinton	Hwy 80 Mt Salus
14866842	City of Clinton	Capitol St Hwy Lgt
14866958	City of Clinton	Clinton Raymond Rd
14933733	City of Clinton	Springridge Rd
14933949	City of Clinton	Phaven-Arrow & Leak-Monroe
14934111	City of Clinton	Springridge Rd
14989420	City of Clinton	201 W Main St
16159022	City of Clinton	Capitol St Lgt
16159048	City of Clinton	300 Jefferson St
16797375	City of Clinton	Capitol St St Lgt
19240829	City of Clinton	201 W Leake St
21358858	City of Clinton	200 Fairmont
44848539	City of Clinton	Intersection Hwy 80 and Broadway
56359219	City of Clinton	527 Springridge Rd
58831207	City of Clinton	Cynthia & Northside Dr
68392364	City of Clinton	300 Jefferson St
74460262	City of Clinton	I 20 W and Raymond Rd
74460338	City of Clinton	I 20 E and Raymond Rd
76613124	City of Clinton	Hwy 80 and Raymond Rd
76613165	City of Clinton	Capitol St and Hwy 80
80045214	City of Clinton	Clinton & Lakeview Dr
80541576	City of Clinton	Springridge and Trailwood Dr
83187676	City of Clinton	Springridge & Hwy 80
83562793	City of Clinton	505 Clinton Parkway
83562835	City of Clinton	399 Clinton Parkway
83562843	City of Clinton	507 Clinton Parkway
83562850	City of Clinton	803 Clinton Parkway
83583724	City of Clinton	281 Clinton Pkwy
83813360	City of Clinton	Springridge & Clinton Center Dr
83817858	City of Clinton	Clinton Pkwy & Northside Dr
83817965	City of Clinton	Hwy 80 & Walmart Dr
83818021	City of Clinton	Hwy 80 & Hampstead Blvd
83818096	City of Clinton	Clinton Pkwy & Cynthia Dr
83818138	City of Clinton	Hwy 80 & Broadway

[illegible]

	EXHIBIT A	(Sewer)	1 of 2
ACCOUNT NUMBER	CUSTOMER NAME	SERVICE LOCATION	
14866479	City of Clinton	Springridge Rd	
14866487	City of Clinton	552 Springridge Rd	
14866495	City of Clinton	1669 W Northside Dr	
14866511	City of Clinton	1401 Hwy 80 E	
14866537	City of Clinton	Kelly Dr	
14866545	City of Clinton	W 3000 Northside Dr	
14866594	City of Clinton	Clinton Raymond Rd Es	
14866602	City of Clinton	GaraywaRd	
14866651	City of Clinton	Cascades Lift Pump #7	
14866727	City of Clinton	523 Hobby Farms Rd	
14866735	City of Clinton	523 Magnolia Rd	
14866750	City of Clinton	Campbridge Cv	
14866768	City of Clinton	Tulane Rd	
14866784	City of Clinton	Parker Dr M Oks Spu	
14866859	City of Clinton	Lake Forest Ln	
14866867	City of Clinton	Royal Oak	
14866917	City of Clinton	Cedar Grove Subdvision	
14866941	City of Clinton	306 S Warrenton Rd	
14989271	City of Clinton	1899 Clinton Raymond Rd	
14989354	City of Clinton	1899 Clinton Raymond Rd	
15073190	City of Clinton	Glendale St	
15307978	City of Clinton	Susie Ln	
15665979	City of Clinton	4Plex Lift Station	
15671381	City of Clinton	W Clinton Industrial Park	
15833684	City of Clinton	Lorado Dr Lfp	
15861321	City of Clinton	Cottonwood Acres Lot 5	
16158990	City of Clinton	Sewer Aer 8 Huntcliff	
16159006	City of Clinton	300 Jefferson St	
16176406	City of Clinton	Wickstead Rd S	
16251720	City of Clinton	1755 Springridge Rd	
16253361	City of Clinton	8016 N McRaven Rd	
16585028	City of Clinton	Manyfield	
16585739	City of Clinton	Bankds Rd	
16588386	City of Clinton	Rosa	
17180779	City of Clinton	Clinton Raymond Lagoon	
17461757	City of Clinton	Springridge Rd	

	EXHIBIT A	(Sewer)	2of2
ACCOUNT NUMBER	CUSTOMER NAME	SERVICE LOCATION	
18167213	City of Clinton	County Meadow Rd Ns	
18379552	City of Clinton	Sleepy Hollow Ln	
18558247	City of Clinton	Lift Sta-Traceridge	
18907337	City of Clinton	110 Access Rd	
18907519	City of Clinton	Clinton Business Parkdr Ste1	
18907766	City of Clinton	Clinton Business Parkdr Ste1	
18907972	City of Clinton	Clinton Business Parkdr Ste1	
19241298	City of Clinton	Huntcliff Sewage	
19319656	City of Clinton	1285 Magnolia Rd	
19653708	City of Clinton	Pinehaven Road	
47808365	City of Clinton	527 Springridge Rd	
52504800	City of Clinton	1534 Pinehaven	
56359219	City of Clinton	527 Springridge Rd	
56963549	City of Clinton	113 Stonewalk CT	
64527302	City of Clinton	Waterstone Way	
73234288	City of Clinton	98 Marion Dr	

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the Mississippi State Fire Academy (MSFA) and Customer: Clinton Fire Dept (hereinafter referred to as Customer).

Section 1: PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Address: **#1 Fire Academy USA**
City, State, Zip: **Jackson, MS 39208-9600**
Phone: **601-932-2444**
Fax: **601-932-2819**
Federal Identification Number: 64-0440453
Contact Person Name: **Daniel Cross**
Contact Person Title: **Instructor Chief**

Customer: **Clinton Fire Dept**
Address: **1234 Clinton-Raymond Rd**
City, State, Zip: **Clinton, Mississippi 39056**
Phone: **601-925-1010**
Fax:
Federal Identification Number:
Contact Person Name: **Barry Burnside**
Contact Person Title: **Fire Chief**
Purchase Order for Service: (circle one) No YES # _____

Section 2. DATE(S) OF SERVICE: October 2009

Section 3. LOCATION FOR SERVICE TO BE PERFORMED: (Check One)

_____ Academy Campus XX Other: Fill in location: Clinton Fire Dept

Section 4. TYPE OF SERVICE TO BE PERFORMED:

- X Academy Field Program Using Academy Material and Academy Staff Testing
(Attach field delivery request form and roll sheet)
- _____ Academy Staff Performing Instruction and Testing
- _____ Academy Staff Performing Duties as delegated by the MS Fire Personnel
Minimum Standards/Certification Board (MSCB)
(Attach field delivery request form, roll sheet, and letter of authorization from MSCB)
- _____ Academy Program being delivered in field, Academy Staff not required to visit in the field
(Attach field delivery request form and roll sheet)
- _____ Industry Customer-Custom Designed Course

Description of attachments to this agreement: _____ OTHER _____
_____ COURSE REQUEST FORM _____ ROLL SHEET _____ PURCHASE ORDER _____ APPLICATIONS

Section 5. DESCRIPTION OF SERVICE TO BE PERFORMED: (COURSE NAME, HOURS, ETC.)

Academy staff is to provide the field course curriculum of NFPA 1021 Fire Officer I and II. The course will consist of 80 hours. The academy staff will test two (2) modules on two (2) separate dates which will be in the same format as on-campus programs. The course must be completed within six (6) months of the official start time set by the program manager at MSFA. Twenty Student Maximum.

All documents and curriculum provide to the Clinton Fire Department from the Mississippi Fire Academy is property of the Academy and cannot be duplicated for use outside of this delivery.

Professional Services Agreement

Page Two

Customer: Clinton Fire Department

Section 6. FEE(S) FOR SERVICE TO BE PERFORMED:

Total Fee: \$1728.00

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

If on Academy campus Monday through Thursday, are meals to be provided: ☒X NO ☐YES

If yes, is cost of meals included in fee: ☐NO- \$8 PER DAY PER STUDENT EXTRA

If on Academy campus Monday through Thursday, are dorm rooms requested: ☒X NO ☐YES

If yes, is cost of dorm room included in fee: ☐YES ☐NO-\$14 PER BED PER NIGHT EXTRA

Section 7. MODIFICATION OR AMENDMENT OF AGREEMENT:

Modifications, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto but must be in writing, signed by both parties hereto, and attached to original contract.

Section 8. TERMINATION: This agreement may be terminated as follows:

A. Termination upon governmental reduction: This Agreement may be terminated in whole or in Part by MSFA upon written notice to Customer, if MSFA should become the subject of governmental budgetary cuts, or if personnel cuts limit the amount of available manpower necessary to execute the professional service; or,

B. Termination for convenience: Customer may terminate this agreement for any reason after giving written notice (facsimile acceptable) to MSFA of such termination and specifying the effective date thereof, at least ten (10) state business days before the effective date of the contract. MSFA will be paid for all services actually performed in connection with this Agreement prior to the termination; or,

C. Termination for cause: If through any cause, MSFA fails to fulfill in a timely and proper manner, its obligations under this Agreement, or if MSFA violates any of the terms or conditions of this Agreement, and that breach continues for thirty (30) days after MSFA receives written notification from Customer, then Customer will thereupon have the right to terminate this Agreement.

Section 9. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law which will inure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. Customer will, upon request, furnish MSFA with a certificate of conformity providing the aforesaid coverage. The Academy represents that it maintains workers compensation insurance as prescribed by law which will insure to the benefit of Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Department of Insurance. The Department of Insurance is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

Section 10. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

Section 11. INDEPENDENT CONTRACTOR:

The MSFA is a government agency of the State of Mississippi charged with the responsibility to offer emergency response training and educational opportunities to career, volunteer, and industrial fire personnel. The Academy will be considered an independent contractor performing the service requested by the Customer. The Academy will comply with all Federal,

Customer: Clinton Fire Dept

State and local laws and regulations in the performance of its duties.

Section 12. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Professional Services Agreement, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (with standing normal use and wear and tear).

Section 13. RECORD RETENTION AND ACCESS TO RECORDS:

MSFA will maintain and have available to Customer any supporting documents, statistical records, and all other records pertinent to the services being performed under this Agreement. Requests for official roll sheets, participant grades, billing information, etc., will be on Customers letterhead and must be made by an official of the organization only. These records will be maintained by MSFA for three (3) years. MSFA will treat all Customer data and information to which it has access by its performance under this Agreement as confidential to the extent that confidential treatment of same is required under federal and/or state law and will not disclose such data or information to a third party without specific written consent of Customer. This section will survive the termination or completion of this Agreement.

Section 14. ENTIRE AGREEMENT WITH ATTACHMENTS:

This agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Attachments Included in Agreement are:

☒ Course Request Form

☒ Roll Sheet

☒ Applications

☐ Purchase Order

PARTIES IN AGREEMENT:

Mississippi State Fire Academy

Authorized Personnel: Reggie Bell, Executive Director

Authorized Personnel: Pam Ladner, Office Director

Authorized Personnel: Daniel Cross, Instructor Chief

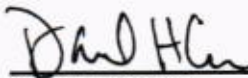
Customer: Clinton Fire Department

Authorized Personnel:

Title:

Authorized Personnel: Barry Burnside

Title: Fire Chief

 12/1/09
Signature/Date


Signature/Date
Date Confirmed with Academy:

Please fax to 601-932-2819 and mail the original document to the following address:

Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA
Jackson MS 39208-9600

Melinda L. McGrath
Deputy Executive Director/
Chief Engineer

Brenda Znachko
Deputy Executive Director/
Administration



Larry L. "Butch" Brown
Executive Director

Dick Hall
Central District Commissioner

Kevin Magee
District 3 Engineer

William R. May
District 5 Engineer

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

October 05, 2009

Mayor Rosemary Aultman
City of Clinton
P.O. Box 156
Clinton, MS 39060

In re: Letter Agreement for
Memorandum of Understanding with
The City of Clinton, MS
Hinds County

Dear Mayor Aultman:

This letter is intended to memorialize an Order of the Mississippi Transportation Commission (MTC). In accordance with the order of the MTC, the Executive Director executes this letter agreement which modifies that certain Memorandum of Understanding entered between the MTC and the Mayor of the City of Clinton, on the 31st day of July, 2009.

The modification to the Memorandum of Understanding allows the City to furnish inmate labor to work on all MTC property within the City and it removes the requirement for the City to furnish a minimum of 5 inmates to pick up litter per day, a minimum of 4 days per week, and no longer requires the City to provide lunch for the Deputy Chief of Police.

If the above modification to the original agreement meets with your approval, please acknowledge the same by signing below and returning the original of this letter to my office. If you have any questions or need to discuss this matter further, you may do so by contacting James H. Isonhood in our Legal Division.

Sincerely,



Larry L. Brown
Executive Director

Mississippi Department of Transportation

AGREED TO:

So Agreed this the 5th day of January, 2010

SIGNATURE:



Mayor Rosemary Aultman



Melinda L. McGrath
Deputy Executive Director/
Chief Engineer

Brenda Znachko
Deputy Executive Director/
Administration



Larry L. "Butch" Brown
Executive Director

Dick Hall
Central District Commissioner

Kevin Magee
District 3 Engineer

William R. May
District 5 Engineer

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

November 16, 2009

Mayor Rosemary Aultman City of Clinton
P.O. Box 156
Clinton, MS 39060

Mayor Aultman:

Attached are two copies of an agreement modifying the minimal number of inmates and the minimal number of days per week that is required under the Inmate Litter Pickup Program. It will also allow the Chief of Police to furnish inmate labor for MTC property within the county. You will no longer be required to furnish lunch for the Officer, however, may continue to do so at your discretion.

Please sign both copies and return to me in the enclosed, self-addressed envelope. After processing is complete, you will receive a copy of this modification for your records. Please call me if you have any questions.

Sincerely,

Connie McMullan,
D5 Anti-Litter Coordinator

PC: Inmate Litter Pickup
County Maintenance Supervisor
Freddy Stokes
David Foster

CTM:cm





AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Quisenberry Library Clinton, Mississippi	CHANGE ORDER NUMBER: 010 DATE: November 25, 2009	OWNER: ☒
TO CONTRACTOR (Name and address): Laws Construction Co., Inc. 2508 Lakeland Drive Flowood, Mississippi 39208	ARCHITECT'S PROJECT NUMBER: 04055A CONTRACT DATE: September 05, 2008 CONTRACT FOR: General Construction	ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Summit FF 1425SS with Ice Maker	1 @ \$1,212.00	\$1,212.00
Frididaire FDB 1100RHM (Dishwasher)	1 @ \$314.99	\$ 314.99
Frididaire FEF336FM (Range)	2 @ \$450.49	\$ 900.98
Frididaire FMV152KM (Microwave)	2 @ \$229.49	\$ 458.98
Frididaire FRS6HR35KM (Refrigerator)	1 @ 989.99	\$ 989.99
Subtotal		\$3,876.74
MS Sales Tax (7%)		\$ 271.39
Subtotal		\$4,148.33
Delivery		\$ 200.00
Subtotal		\$4,348.33
GC Fee (10%)		\$ 434.83
Construction Tax (3.63%)		\$ 173.63
Total		\$4,956.79
The original Contract Sum was		\$ 6,756,000.00
The net change by previously authorized Change Orders		\$ 10,222.00
The Contract Sum prior to this Change Order was		\$ 6,766,222.00
The Contract Sum will be increased by this Change Order in the amount of		\$ 4,956.79
The new Contract Sum including this Change Order will be		\$ 6,771,178.79

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is January 28, 2010.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

JBHM Architects, PA
ARCHITECT (Firm name)

308 East Pearl Street, Ste. 300,
Jackson, Mississippi 39201

ADDRESS

Walter Cooper

BY (Signature)

Walter Cooper, AIA
(Typed name)

12-1-2009

DATE

Laws Construction Co., Inc.
CONTRACTOR (Firm name)

2508 Lakeland Drive, Flowood,
Mississippi 39208

ADDRESS

Brett Thomas

BY (Signature)

John Laws *BRETT THOMAS*
(Typed name)

12-11-09

DATE

City of Clinton
OWNER (Firm name)

300 Jefferson Street, Clinton,
Mississippi 39056

ADDRESS

Rosemary G. Aultman

BY (Signature)

Rosemary G. Aultman
(Typed name)

1-6-2010

DATE

AMENDMENT TO GENERAL/PROFESSIONAL
SERVICES AGREEMENT DATED APRIL 19, 1994
BY AND BETWEEN CITY OF CLINTON AND
WILLIFORD, GEARHART & KNIGHT, INC.

This is an Amendment to an Agreement made this the 1st day of January 2010, by and between the City of Clinton, P. O. Box 156, Clinton, Mississippi 39056 (Owner) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, P. O. Box 318, Clinton, Mississippi 39056 (Engineer).

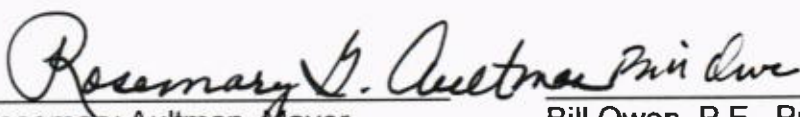
Whereas the Owner hereby employs the Engineer to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the Owner's professional representative on the services as may be authorized and to provide professional engineering consultation as may be required. The Engineer agrees to provide the professional services authorized by the Owner and the Owner agrees to compensate the engineer for the professional services rendered.

Whereas under Section 3.2 of the original agreement stated "The general services performed after calendar year 1994, shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the Owner and Engineer;"

Therefore the attached hourly rates will be used for General/Professional Services performed under this Agreement for Calendar Year 2010.

OWNER:
CITY OF CLINTON, MS

ENGINEER:
WILLIFORD, GEARHART & KNIGHT, INC.


Rosemary Aultman, Mayor


Bill Owen, P.E., Principal

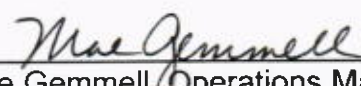
1-6-2010
Date

1/6/10
Date

ATTEST:

ATTEST:


Russell Wall, City Clerk


Mae Gemmell, Operations Manager



2010 Standard Hourly Billing Rates
Williford, Gearhart & Knight, Inc.
Engineers and Surveyors

Principal	\$170
Senior Project Engineer	155
Senior Design Engineer	155
Project Engineer II	125
Design Engineer II	125
Project Engineer I	105
Senior Engineering Assistant	100
Engineer Intern II	95
Engineer Intern I	85
Project Coordinator	85
Designer	80
Graduate Engineer	75
Engineering Assistant	70
Construction Review	70
Project Surveyor	100
Surveyor	80
Surveying Coordinator	70
Survey Crew Chief	80
Survey Crewman II	35
Survey Crewman I	30
Technician	65
Technician Assistant	40
Administrative Assistant	50
Accounting Manager	75
Accounting Assistant	55
Robotic Surveying Equipment	25
GPS/RTK Surveying Equipment	50
4 Wheeler (per day)	40

January 5, 2010
Agenda Item 16

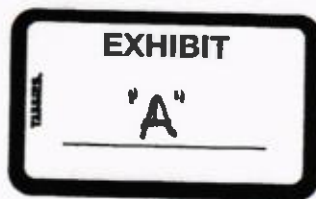
Motion by Alderman BARNETT

Second by Alderman BARNETT

To approve the sale of a portion of municipal property to Keith Walker, LLC (the "Buyer"), subject to the following findings of fact:

1. The property to be sold is a part of Lot 110, Town of Clinton, according to a map or plat recorded in the Land Records of Hinds County, Mississippi at Jackson, Mississippi, in Book 2, Page 43.
2. The parcel to be sold contains 37,332 square feet more or less (0.86 acres) and is more fully described in Exhibit "A" attached hereto and made a part hereof. A plat of said property is also attached as Exhibit "B".
3. The subject property is currently not being used by the City for municipal purposes, is no longer needed for municipal purposes and is not used in the operations of the municipality. The property contains two structures considered to be of no value. Removal of said structures shall be the responsibility of the Buyer.
4. The sale of the property by bids is not necessary or desirable for the financial welfare of the municipality.
5. The use of the property for the purposes for which it is to be sold will promote and foster the development and improvement of the City of Clinton and the civic, social, educational, cultural, moral, economic or industrial welfare thereof.

6. The Buyer purposes to develop 7 residential lots on this property which is on the north side of Lawson Street. The Buyer has also purchased approximately the same amount of square footage on the south side of Lawson Street which will be developed with 7 residential lots. All of the houses will be of new urbanism design and in general conformance with the suggestions of the City of Clinton's most recent Charrette.
7. The subject property has been appraised by three professional appraisers and the average value of said appraisals is \$64,442.64.
8. Pursuant to statute this sales price for the property shall be \$64,442.64 which represents the average value determined by the three appraisals plus one-half of the costs of the appraisal.
9. The procedure set out herein is provided in Section 21-17-1 Miss Code Ann 1972.



LEGAL DESCRIPTION

City of Clinton

Tract B

0.86 acre tract

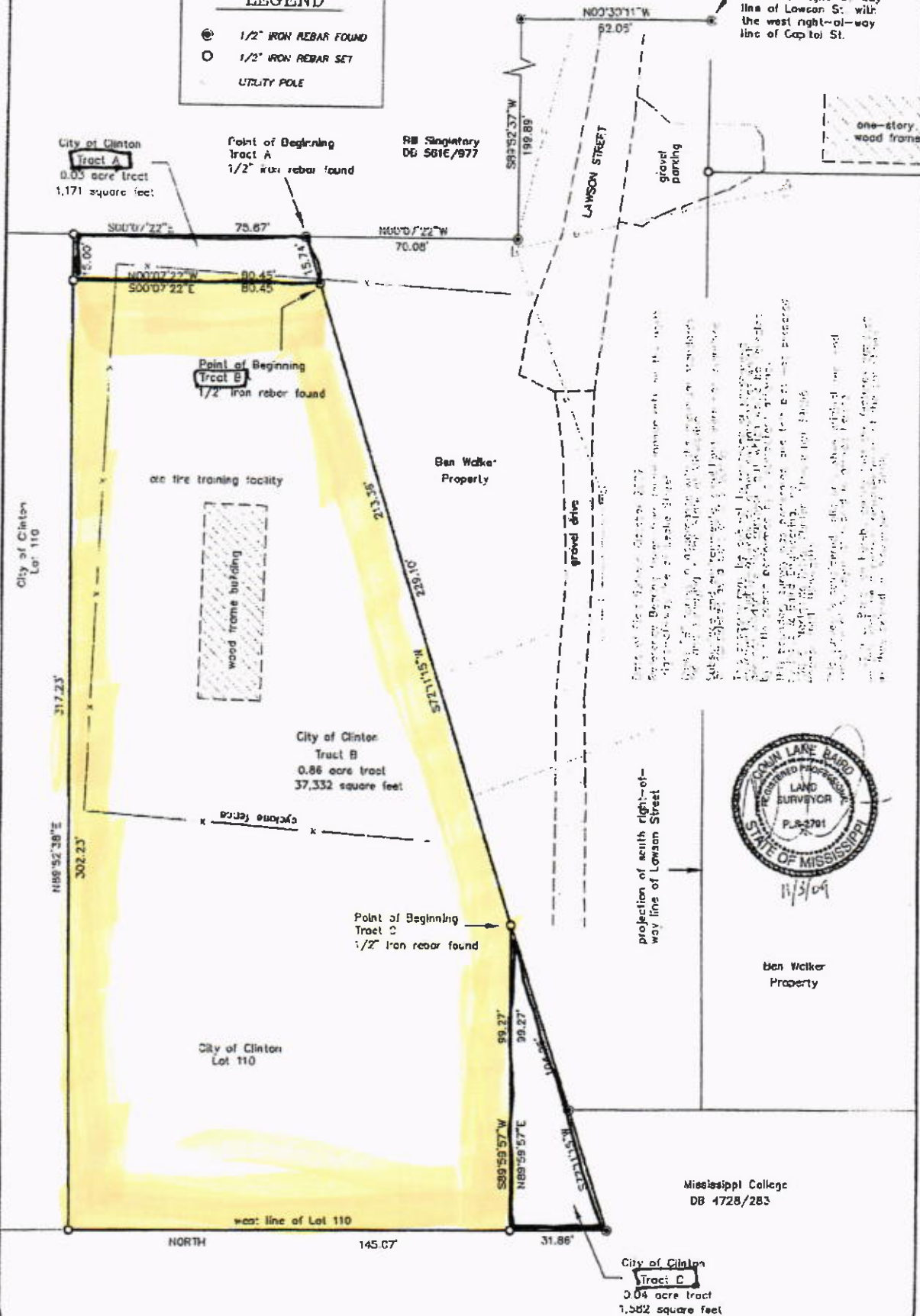
Certain properties located in Lot 110 of the Town of Clinton Map as recorded in Plat Book 2 at Page 43 in the Hinds County Chancery Clerk's Office and being more particularly described as follows:

Commencing at the intersection of the south right-of-way line of Lawson Street with the west right-of-way line of Capitol Street and being represented by a ½" iron rebar found and thence run North 00 degrees 30 minutes 11 seconds West for a distance of 62.05 feet to a ½" iron rebar found; thence run South 89 degrees 52 minutes 37 seconds West for a distance of 199.89 feet to a ½" iron rebar found; thence run North 00 degrees 07 minutes 22 seconds West for a distance of 70.08 feet to a ½" iron rebar found; thence run South 72 degrees 11 minutes 15 seconds West for a distance of 15.74 feet to a ½" iron rebar set, said point being the Point of Beginning of the property herein described:

From the Point of Beginning thence run South 72 degrees 11 minutes 15 seconds West for a distance of 213.36 feet to a ½" iron rebar set; thence run South 89 degrees 59 minutes 57 seconds West for a distance of 99.27 feet to a ½" iron rebar set; thence run North for a distance of 145.07 feet to a ½" iron rebar set; thence run North 89 degrees 52 minutes 38 seconds East for a distance of 302.23 feet to a ½" iron rebar set; thence run South 00 degrees 07 minutes 22 seconds East for a distance of 80.45 feet back to the Point of Beginning containing 0.86 acres (37,332 square feet), more or less.

Point of Commencement
1/2" iron rebar found
at the intersection of
the south right-of-way
line of Lawton St. with
the west right-of-way
line of Capitol St.

1/2" IRON REBAR FOUND
1/2" IRON REBAR SET
UTILITY POLE



JOB # 2304

KEITH WALKER, LLC

Office
830 Wilson Dr.
Suite B
Ridgeland, MS 39157

Mail
665 S. Pear Orchard
Suite 106-211
Ridgeland, MS 39157

December 15, 2009

City of Clinton
Rosemary Aultman
Office of the Mayor
P. O. Box 156
Clinton, MS 39060

RE: Lawson Street Project
Olde Town Clinton

Dear Mayor Aultman:

As show on the attached plat this letter is an offer to purchase 37,332 sq feet for \$64,332.00. This amount is based on the average of 3 appraisals recently received by the city. We are willing to share in the cost of the appraisals, title search and recording fees.

Our plan is to develop 7 lots on this property which is on the north side of the property. Also, we have purchased the same amount of square footage on the south side of Lawson Street which we will develop 7 lots accordingly. All of the houses will be of new urbanism design and general conformance with the suggestions of the City of Clinton's most recent Chrette.

We appreciate your willingness to work with us on our project. We look forward to being on the January 5, 2010 agenda. If approved we would like to close immediately thereafter.

Sincerely,



Ben Walker, member
Keith Walker LLC

cc: Board of Alderman
Richard Broom
Ken Dreher
Dale Keith

January 5, 2010
Agenda Item 17

Motion by Alderman HISAW

Second by Alderman BARHAM

To approve the donation and transfer of a portion of municipal property to Habitat for Humanity / Metro Jackson, Inc, subject to the following findings of fact:

1. The property to be donated and transferred is parcel number 2860-874 according to the tax rolls of Hinds County, MS.
2. The parcel to be donated and transferred is more fully described in Exhibit "A" attached hereto and made a part hereof. .
3. The subject property is currently not being used by the City for municipal purposes, is no longer needed for municipal purposes and is not used in the operations of the municipality and is therefore surplus. The property is a vacant lot, was forfeited to the State for back taxes and patented to the City of Clinton.
4. The use of the property for the purposes for which it is to be donated and transferred will promote and foster the development and improvement of the City of Clinton and the civic, social, educational, cultural, moral, economic or industrial welfare thereof.
5. The procedure set out herein is provided in Section 21-17-1(3)(b) Miss Code Ann 1972.

6. The Mayor is authorized to execute on behalf of the City the necessary documents to accomplish the donation and transfer herein described.

EXHIBIT "A"

INDEXING: Pt Lot 7, Dickey Sub., Hinds Co., MS

Part of Lot 7 of the Dickey Survey of the Town of Clinton, Mississippi, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, in Plat Book A, at Page 288, more particularly described as follows:

Beginning at a point on the East boundary line of said Lot 7, and 65 feet south of the northeast corner thereof and run thence along Neal Avenue south 68 feet, thence run west 160 feet, thence run north 68 feet, thence east 160 feet back to the place of beginning, including all appurtenances situated thereon.

Prepared by:
Kenneth R. Dreher
Attorney at Law
P.O. Box 1121
Clinton, MS 39056
(601) 925-5316

Return to:
Habitat for Humanity/Metro Jackson, Inc.
P.O. Box 55634
Jackson, MS 39296-5634
(601) 353-6060

STATE OF MISSISSIPPI
COUNTY OF HINDS
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand
paid, and other good, valuable and considerations, the receipt and sufficiency of which is
hereby acknowledged, we

CITY OF CLINTON
P.O. BOX 156
CLINTON, MS 39060
(601) 924-5474

do hereby sell, convey, bargain and quitclaim to

HABITAT OF HUMANITY/METRO JACKSON, INC.
P.O. BOX 55634
JACKSON, MS 39296-5634
(601) 353-6060

the following described real property situated and located in the First Judicial District
of Hinds County, Mississippi, more particularly and certainly described as follows:

(See Exhibit A attached) (Page 4)

INDEXING INSTRUCTIONS:

Index Part of Lot 7
Dickey Survey
Hinds County, First District Mississippi
City of Clinton

This conveyance is subject to prior reservations of minerals, rights-of-way, easements, zoning ordinances and restrictive covenants or record.

This property constitutes no part of our homestead property.

All property taxes shall be assumed by grantees.

The subject property was declared surplus by the Mayor and Board of Aldermen of the City of Clinton at the regular Board Meeting on January 5, 2010. The Grantor herein does specifically retain all mineral rights that it owns, together with the right of ingress and egress to remove same.

WITNESS OUR SIGNATURES, this the 8 day of January, A. D., 2010

CITY OF CLINTON

ATTEST

Russell Wall
Russell Wall
City Clerk

Rosemary G. Aultman
By Rosemary Aultman
Mayor



STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state on this 8 day of January, 2010, within my jurisdiction, the within named Rosemary Aultman and Russell Wall known to me to be the Mayor and City Clerk of the City of Clinton, Mississippi, respectively and that they executed and delivered the above and foregoing instrument on behalf of the City of Clinton, having been duly authorized to do so.


NOTARY PUBLIC

My Commission Expires:

10/26/10

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 26, 2010
BONDED THRU STEGALL NOTARY SERVICE

EXHIBIT "A"

INDEXING: Pt Lot 7, Dickey Sub., Hinds Co., MS

Part of Lot 7 of the Dickey Survey of the Town of Clinton, Mississippi, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, in Plat Book A, at Page 288, more particularly described as follows:

Beginning at a point on the East boundary line of said Lot 7, and 65 feet south of the northeast corner thereof and run thence along Neal Avenue south 68 feet, thence run west 160 feet, thence run north 68 feet, thence east 160 feet back to the place of beginning, including all appurtenances situated thereon.