

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 7, 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 Alderwoman Peace followed by the pledge of allegiance to the flag led by Alderman Morgan.

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 2010 – 2011 BUDGET

A public hearing was held as required by state statute to review the proposed budget and millage levy. There was no comment from the public concerning the proposed budget or millage levy.

APPROVAL OF CONSENT AGENDA ITEMS A – T

MOTION made by Alderman Greer and **SECONDED** by Alderman Cashion to approve the Consent Agenda Items A-T. **MOTION CARRIED UNANIMOUSLY**

ADDITION APPROVAL – COCKROFT BUILDING – MISSISSIPPI COLLEGE

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved the addition for the Cockroft Building located on the Mississippi College campus. The Architectural Review and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE – 407 W VIRGINIA DRIVE – JERRY CANNON

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved the conditional use request to build an accessory building to be located at 407 W Virginia Drive submitted by the home owner Jerry Cannon. The Architectural Review and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

MURAL APPROVAL – 302 JEFFERSON STREET – TARA LYTAL

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved the request to place a mural on a building located at 302 Jefferson Street submitted by Tara Lytal, Director of Main Street. The Olde Towne Historical Preservation Committee, Architectural Review and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

SUPPORT THE PROPOSED \$23,500,000 CLINTON MUNICIPAL SEPARATE SCHOOL DISTRICT BOND ISSUE TO BUILD AND IMPROVE SCHOOLS IN THE CITY

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Aldermen Brabham, Hisaw, Greer, Barnett, Morgan, Cashion and Alderwoman Peace and **SECONDED** by Aldermen Brabham, Hisaw, Greer, Barnett, Morgan, Cashion and Alderwoman Peace the board approved a resolution supporting the proposed \$23,500,000 Clinton Separate School District bond issue to build and improve schools in the City. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE A PROCLAMATION PROCLAIMING SEPTEMBER 2010 AS NATIONAL LIBRARY CARD SIGN-UP MONTH

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Barnett the board approved a proclamation proclaiming September 2010 as National Library Card Sign-Up Month. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE REVISED CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND AT&T MISSISSIPPI TO PROVIDE VIDEO SERVICES TO THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the revised contract between the City of Clinton, Mississippi and AT&T Mississippi to provide video services to the City of Clinton, Mississippi. The contract is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE APPOINTMENT OF STEVEN NIXON AS MUNICIPAL JUDGE FOR THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Barnett the board approved the appointment of Steven Nixon as Municipal Judge for the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION AUTHORIZING CHANGING FINANCIAL INSTITUTIONS FROM BANKPLUS TO TRUSTMARK NATIONAL BANK

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved a resolution authorizing changing financial institutions from BankPlus to Trustmark National Bank. The resolution is on file with the City Clerk. **MOTION CARRIED 6 TO 1 WITH ALDERMAN MORGAN VOTING "NO"**

APPROVE THE ACCEPTANCE OF THREE (3) AIRDYNE EXERCISE BIKES AND ONE (1) NORDICTRACK 900 SKI MACHINE FROM BAPTIST HEALTHPLEX FOR THE CLINTON FIRE DEPARTMENT

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved the acceptance of three (3) Airdyne exercise bikes and one (1) NordicTrack 900 ski machine from the Baptist Healthplex for the Clinton Fire Department. **MOTION CARRIED UNANIMOUSLY**

APPROVE A CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND COMPLETE ENVIRONMENTAL & REMEDIATION COMPANY, LLC TO PROVIDE SERVICES FOR THE HOUSEHOLD HAZARDOUS WASTE DAY

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Morgan the board approved the contract between the City of Clinton, Mississippi and Complete Environmental & Remediation Company, LLC to provide services for the Household Hazardous Waste Day. The contract is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE AN AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND MISSISSIPPI TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE OF LANDSCAPING ON SPRINGRIDGE ROAD BETWEEN I-20 AND US 80

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved an agreement (excluding Article XVI) between the City of Clinton, Mississippi and Mississippi Transportation Commission for construction and maintenance of landscaping on Springridge Road between I-20 and US 80. The agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF BID FOR THE CLARIFIER BAFFLE REPLACEMENT PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved the bid from Hemphill Construction Company of \$178,260.00 as being the lowest and best bid for the Clarifier Baffle Replacement Project. The bids are on file with the City Engineer. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF BID FOR THE WATER TANK REHABILITATION PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board decided to take the bids for the Water Tank Rehabilitation project under advisement and to have them presented at the next board meeting. **MOTION CARRIED UNANIMOUSLY**

**APPROVE AN ORDER OF THE MAYOR AND BOARD OF ALDERMEN
EXTENDING A MORATORIUM ON THE LOCATION OF CERTAIN TYPES OF
BUSINESSES IN THE CITY OF CLINTON, MISSISSIPPI**

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved an order of the Mayor and Board of Aldermen extending (till January 4, 2011) a moratorium on the location of certain types of businesses in the City of Clinton, Mississippi. The order is on file with the City Clerk.
MOTION CARRIED UNANIMOUSLY

ADJOURN 8:26 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Barnett to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on September 21, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED:

Rosemary J. Aultman
Rosemary Aultman, Mayor

September 8, 2010
Date

ATTEST:

Russell L. Wall
Russell L. Wall, City Clerk

September 8, 2010
Date



CITY OF CLINTON
PUBLIC HEARING - 2010 - 2011 BUDGET
TUESDAY SEPTEMBER 7, 2010 - 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE ST

NO.	NAME	ADDRESS
1	Russell Wall	102 King Arthur Ln
2	Jing Bell	1214 Huntcliff way
3	Carolyn Hisaw	102 Autumn Way
4	Tony Hisaw	
5	Kenny Kacer	1512 Hawthorne Place
6	Mike CASHION	202 Church St
7	DON BYINGTON	3853 WILLIAMSON RD.
8	WILLIAM O. BARNETT	1006 BRIMWOOD DR
9	Don Byington	139 Concord Dr.
10	Mike Morgan	102 Eva Lane
11	Ken Drake	111 Hillmont Circle
12	Ken Drake	310 Monticary Dr.
13	Mike Port	119 Countrywood Cir
14	Jerry Bounds	1081 Hollybush Rd

CITY OF CLINTON
PUBLIC HEARING – 2010 – 2011 BUDGET
TUESDAY SEPTEMBER 7, 2010 – 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE ST

NO.	NAME	ADDRESS
15	FORDEAU & DEAN ASSOC. MICHAEL PINTEN	4900 OLDCANTON RD JACKSON, MISS 434 SPRING WOOD CIRCLE TERRY, MS
16	Jerry Cannon	407 W. Virginia St. Clinton MS
17	GREG GEARHART	306 E College St 39056
18	Carolyn Cannon	407 W. Virginia Dr. Clinton, MS 39056
19		
20		
21		
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27		
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29		

City of Clinton
Mississippi
Community Development
P.O. Box 156 Clinton, Mississippi 39060

August 3, 2010

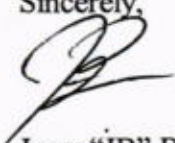
Mr. Mike Pinter
P.O. Box 4658
Jackson, MS 39296-4658

Mr. Pinter

I have received the drawings for the Addition to the Cockroft Building, located on the Mississippi College Campus. At your earliest convenience I would like for you to send me a copy of the plat, floor plan, and elevations on a 8 1/2 X 11. I have you on schedule to appear before the Planning and Zoning Commission on August 24, 2010 at 6:30 and the Mayor and Board of Alderman on September 7, 2010 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 representatives 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 "JB" Bounds
Director
Community Development

PHASE 2
A101

ADDITION TO THE COOKHART BUILDING FOR
MISSISSIPPI COLLEGE
CLARK, MISSISSIPPI

Project No. 2005-10000
Drawn: 8/1/2010
Checked: 8/1/2010

Dean and Dean/Associates
architects
a professional association
ARCHITECTURE • PLANNING • INTERIOR DESIGN



1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

NO WORK TO BE DONE IN THESE PORTIONS OF THE EXISTING BUILDING

CO INSTALLED ABOVE EXISTING STAINLESS STEEL CORNER GUARDS

NOTES

1. EXISTING BUILDING TO REMAIN-NO WORK TO THIS AREA
2. EXISTING BUILDING TO REMAIN-NO WORK TO THIS AREA
3. EXISTING BUILDING TO REMAIN-NO WORK TO THIS AREA

EXISTING BUILDING TO REMAIN-NO WORK TO THIS AREA

5 COLUMN DETAIL
SCALE: 1/8" = 1'-0"

EXISTING BUILDING TO REMAIN-NO WORK TO THIS AREA

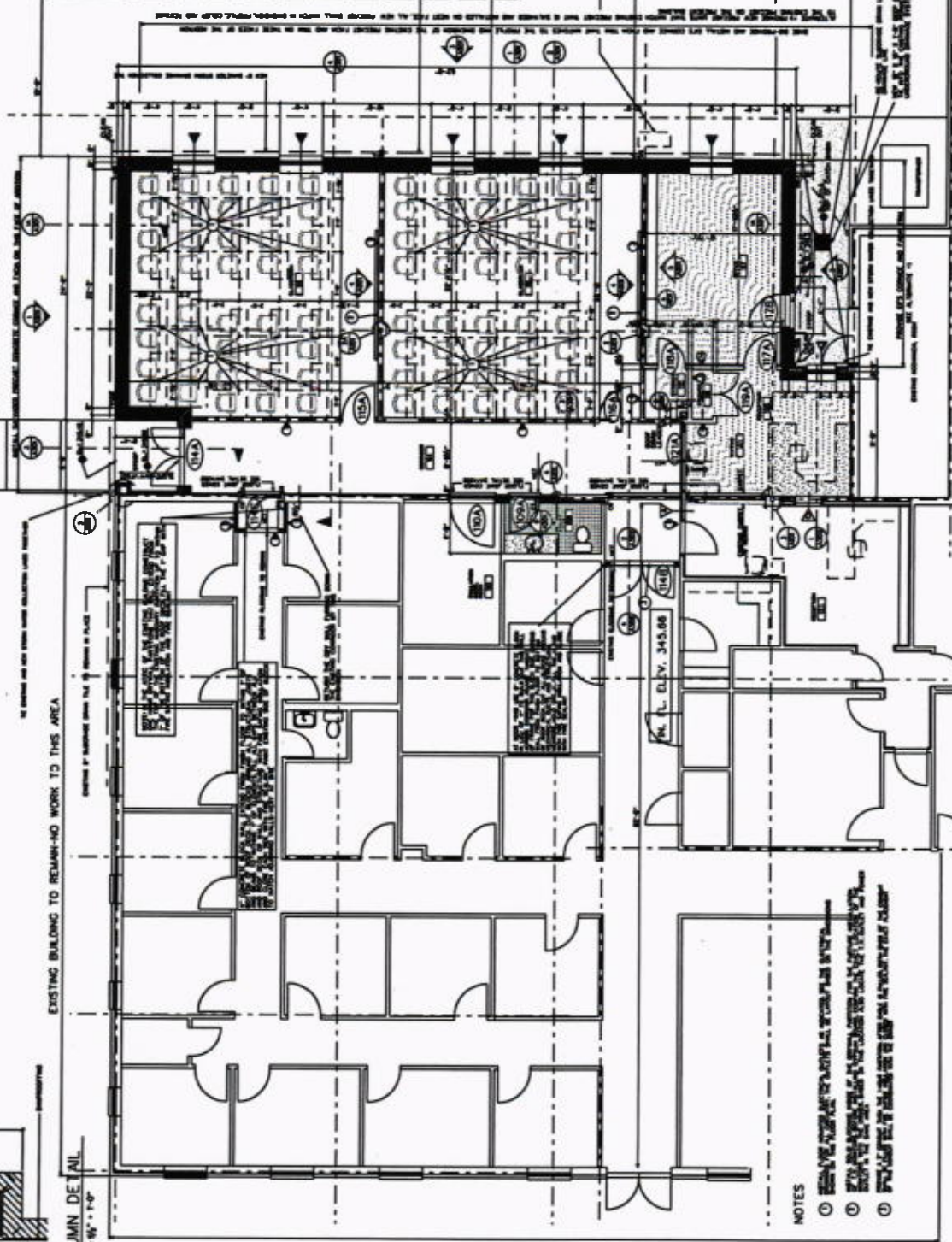
EXISTING BUILDING TO REMAIN-NO WORK TO THIS AREA

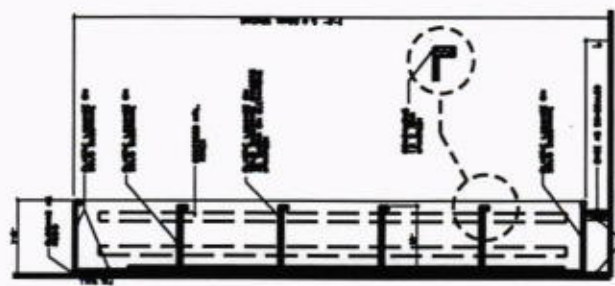
2 COLUMN DETAIL
SCALE: 1/8" = 1'-0"

3A COLUMN DETAIL
SCALE: 1/8" = 1'-0"

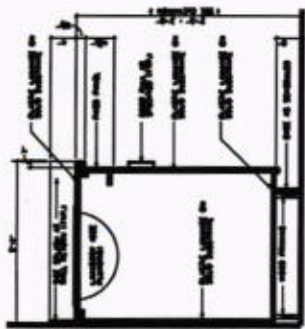
3 COLUMN DETAIL
SCALE: 1/8" = 1'-0"

4 COLUMN DETAIL
SCALE: 1/8" = 1'-0"

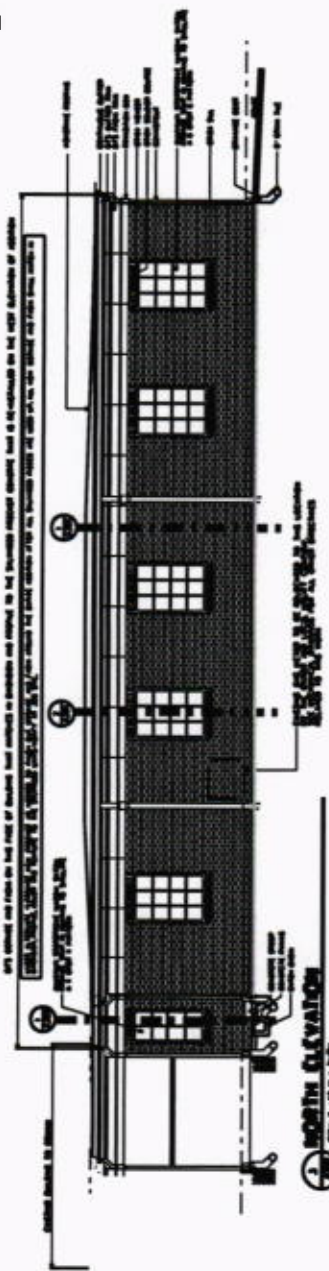




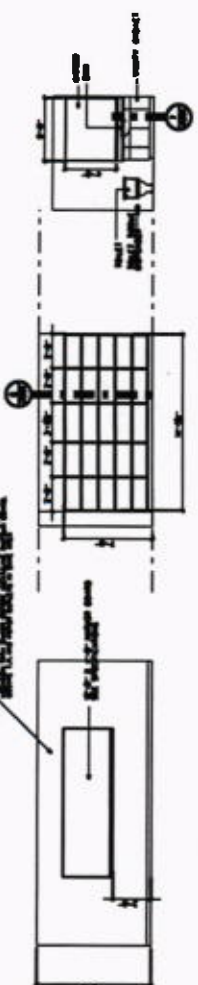
ELEVATION
Scale: 1/8" = 1'-0"



WEST ELEVATION
Scale: 1/8" = 1'-0"



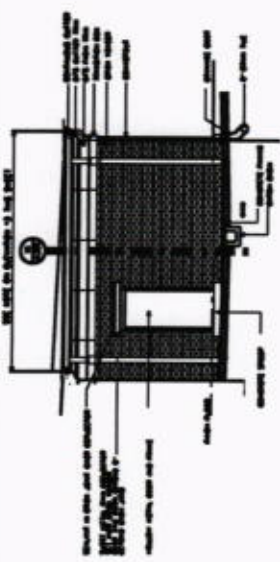
SOUTH ELEVATION
Scale: 1/8" = 1'-0"



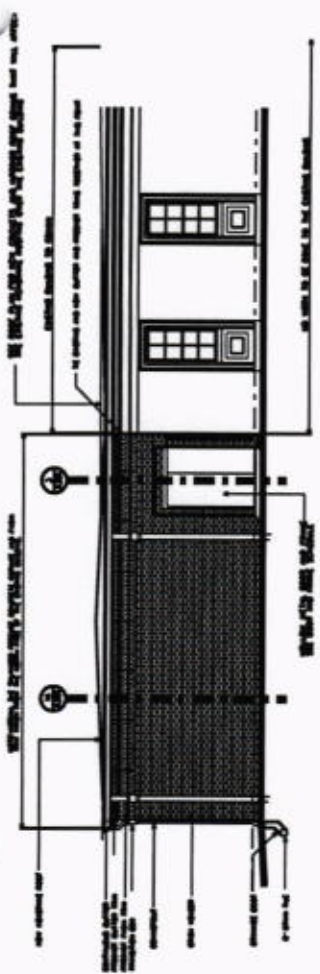
OFFICE #108
Scale: 1/8" = 1'-0"

OFFICE #107
Scale: 1/8" = 1'-0"

OFFICE #106
Scale: 1/8" = 1'-0"



ELEVATION
Scale: 1/8" = 1'-0"



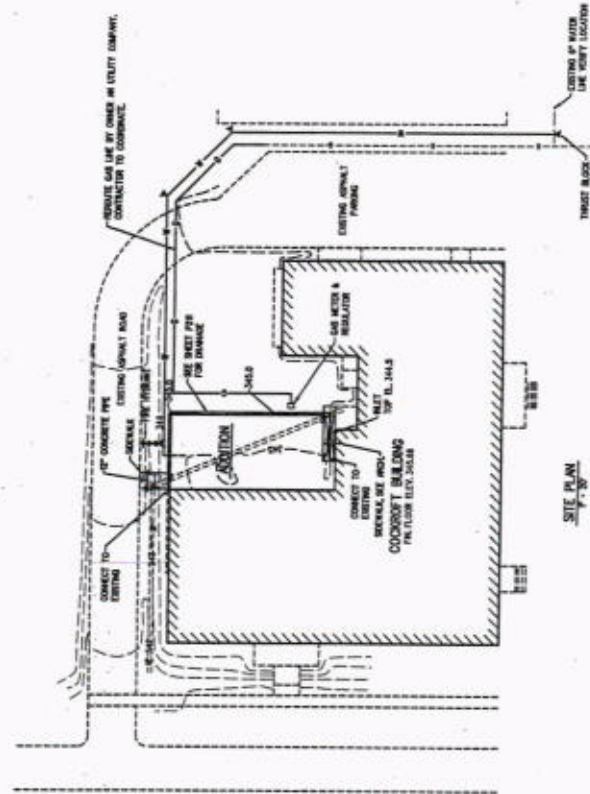
ELEVATION
Scale: 1/8" = 1'-0"



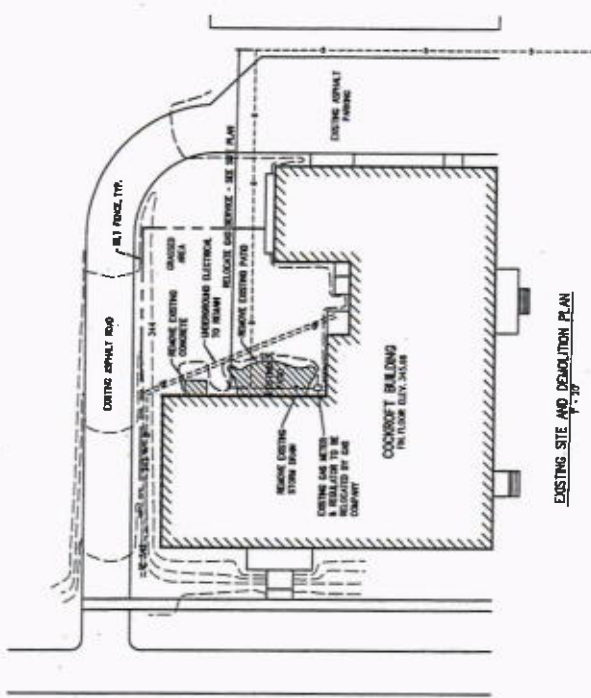
ADDITION TO THE COOKHOOD BUILDING FOR
MISSISSIPPI COLLEGE
CLARK, MISSISSIPPI

Project No. 10003
Date: A.C. 12.2000
Drawing: RCP

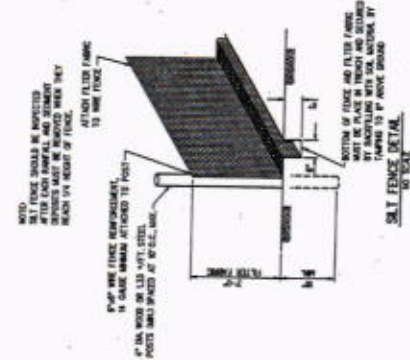
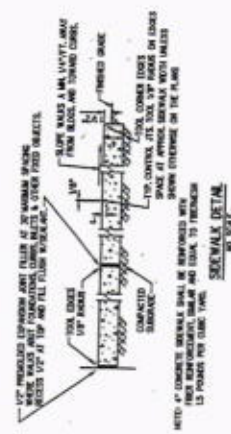
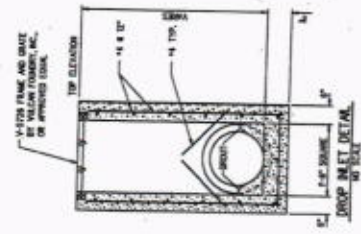
Dean and Dean/Associates
ARCHITECTS
PLANNING • INTERIOR DESIGN
a professional corporation



SITE PLAN
1/8" = 1' - 0"



EXISTING SITE AND DEMOLITION PLAN
1/8" = 1' - 0"



4'-0" FRAME DETAIL
1/8" = 1' - 0"

City of Clinton
Mississippi
Community Development
P.O. Box 156 Clinton, Mississippi 39060

August 3, 2010

Mr. Mike Pinter
P.O. Box 4658
Jackson, MS 39296-4658

Mr. Pinter

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

Sincerely,

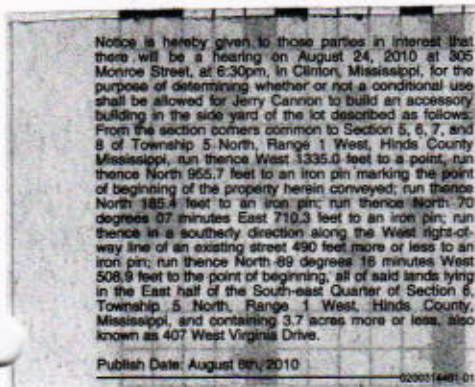


Jerry "JB" Bounds
Director
Community Development

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

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200314461
Jerry Cannon Zoning Hearing



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

GLORIA WEAKLEY

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/6/2010

Size: 231 words / 2.00 col. x 25.00 lines

Published: 1 time(s)

Total: \$36.22

Signed *Gloria Weakley*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 8/6/2010.

Rick Tyler
Notary Public

RICK TYLER

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

(SEAL)



City of Clinton
Mississippi
Community Development

July 9, 2010

Mr. Jerry Cannon
407 West Virginia
Clinton, MS 39056

Mr. Cannon:

I have received your request to build an accessory building in the side lot of your property. I understand this accessory building will replace the building that you are removing. Because you are wanting to place the structure in the side yard of your property a conditional use is required. You are scheduled to appear before the Planning and Zoning Commission on August 24, 2010 at 6:30 and the Mayor and Board of Alderman on September 7, 2010 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

REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address 407 W. Virginia Dr
Owner Jerry & Carolyn Cannon
Address 407 W. Virginia Dr
Clinton, MS 39056
Phone # 601-922-8537
Current Zoning District _____

Requirements of Applicant:

1. Letter stating reason for requested conditional use.
2. Copy of the written legal description.
3. Site plan of property.
4. \$250.00 fee required for processing.

Requirements for Granting Conditional Uses: (Section 2405.01 – Zoning Ordinance)

A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- (a). Ingress and egress to property and proposed structures.
- (b). Off-street parking and loading areas.
- (c). Refuse and service areas.
- (d). Utilities, with reference locations, availability and compatibility.
- (e). Screening and buffering with reference to type, dimensions and character.
- (f). Required yards and other open space.
- (g). General compatibility with adjacent properties and other property in the district.
- (h). Any other provisions deemed applicable by the Mayor/Board of Aldermen.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a conditional use.

Carolyn Cannon
Signature

July 7, 2010
Date

407 W. Virginia Dr.

Clinton, MS 39056

Planning and Zoning Board

200 W. Leake Street

Clinton, MS 39056

Dear Planning and Zoning Board,

We respectfully request to be allowed to replace our garage/storage building. The reason we are making this request is that the walls have collapsed in the present building. The replacement building would be approximately half the size of the present damaged building. Please notice the pictures where the present building is located. Because most of the building is lower than the street level, people usually don't know a building is there unless they come down into the drive. Of course, a new building would look much better than the present one. (Please see the picture of the present building.) We would match the house with the vinyl siding and roof on the new building. We need a place to put our lawn mower, tractor, etc. rather than just have them sitting in the yard.

Thank you for your time and consideration.

Sincerely,

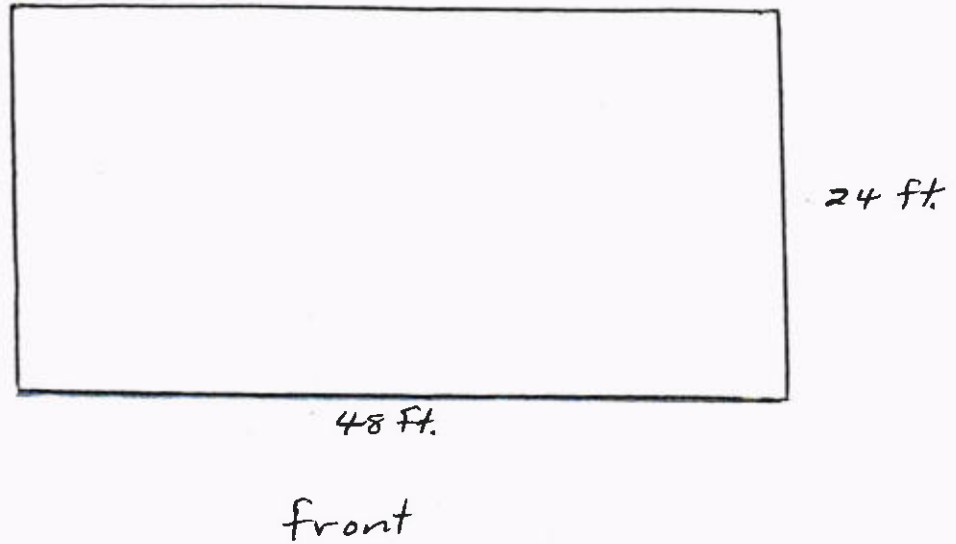
FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay as and when due by the Grantees herein, the entire residual balance of that indebtedness, commencing with the installment payment due July 1, 1970, which is secured by a Deed of Trust, dated March 9, 1962, executed by Thomas A. Kregar, et ux, to John Hancock Mutual Life Insurance Company, Beneficiary, recorded in Book 1343 Page 221 thereof, the undersigned, THOMAS A. KREGAR and wife, SHIRLEY GRACE KREGAR, by these presents, do hereby sell, convey and warrant unto JERRY W. CANNON and wife, MARY CAROLYN CANNON, as joint-tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the First Judicial District, Hinds County, Mississippi, described as follows, to-wit:

From the section corners common to Section 5, 6, 7, and 8 of Township 5 North, Range 1 East, Hinds County, Mississippi, run thence West 1335.0 feet to a point, run thence North 955.7 feet to an iron pin marking the point of beginning of the property herein conveyed; run thence North 185.4 feet to an iron pin; run thence North 70 degrees 07 minutes East 710.3 feet to an iron pin; run thence in a southerly direction along the West right-of-way line of an existing street 490 feet more or less to an iron pin; run thence North 89 degrees 16 minutes West 508.9 feet to the point of beginning, all of said lands lying in the East half of the Southeast Quarter of Section 6, Township 5 North, Range 1 West, Hinds County, Mississippi, and containing 3.7 acres more or less.

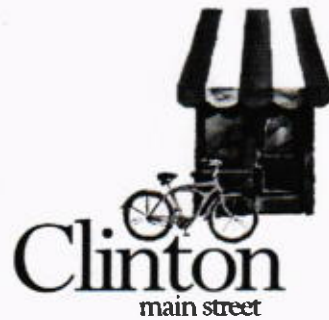
This conveyance and its warranty is further subject to exceptions, namely: (a) restrictive covenants contained in corrected Warranty Deed, dated March 1, 1962, executed by James Q. Allen, et al, recorded in Book 1344 Page 255; (b) ad valorem taxes for the present year, which have been prorated, and are hereby assumed by the Grantees herein.

For the same consideration, Grantors assign to Grantees all escrow funds for taxes and insurance, also insurance policies as held by the beneficiary of the foregoing deed of trust for the

Site plan of property



We plan for the outside to match the house.



Main Street Clinton Design Committee

Project – Mural in Olde Towne Clinton

Project overview:

The Main Street Clinton Design Committee set as a 2010 goal to sponsor a mural in Olde Towne Clinton. The purpose of this mural is multifaceted. The primary purpose is to aesthetically enhance the appearance of Olde Towne Clinton. Secondary purposes are to raise community awareness of Olde Towne and to involve Clinton art students in the process.

Proposed Timeline:

The proposed project is scheduled to begin fall 2010. Work times will be coordinated with the art teachers with one or more work days held on an Olde Towne Market Saturday. The mural is projected to be complete by the second week in October with a dedication held at the last regular market on October 16th.

Proposed Participants:

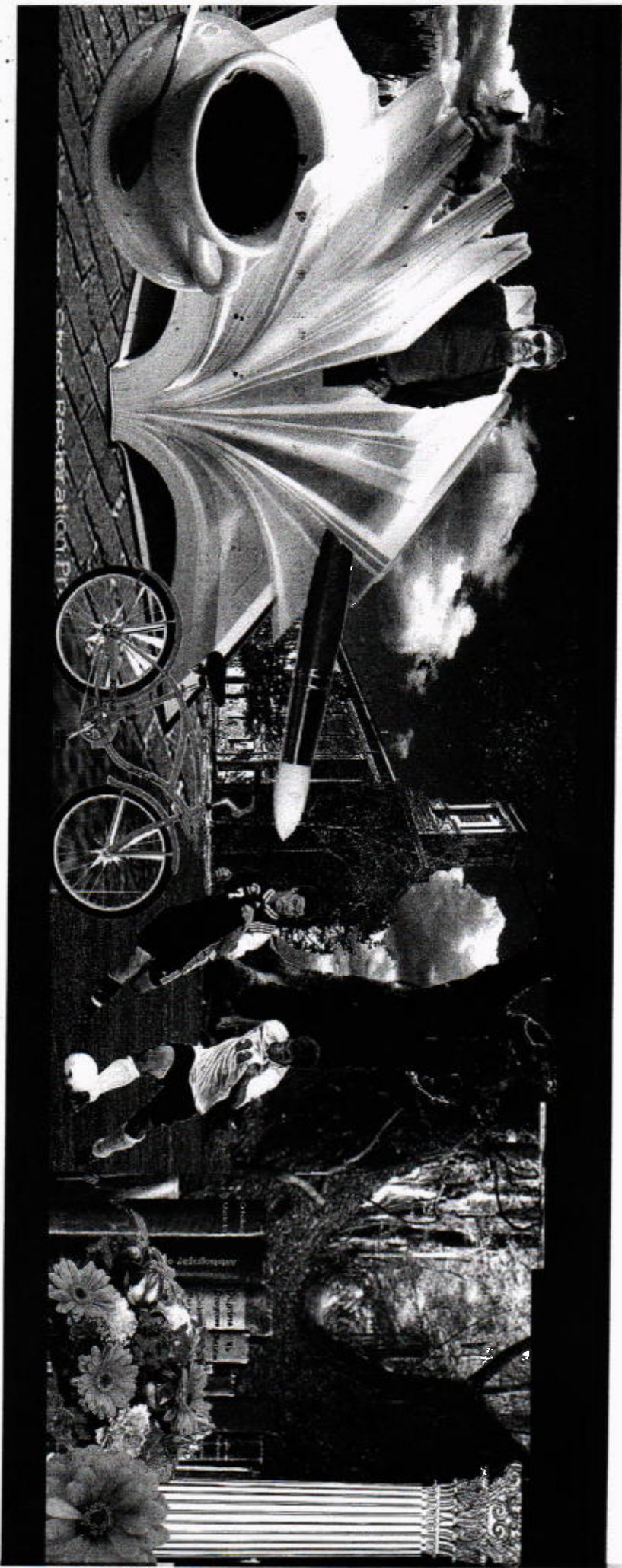
The committee would like to invite Clinton art students at Sumner Hill and Clinton High School to participate in the project. Mississippi College students will be asked to help oversee the project. Other schools will be included as needed.

Proposed Location:

The committee has selected the south side of Pentimento Book Store at 302 Jefferson Street as the location for this mural project. Permission has been granted by the building owner and bookstore owner.

The project will be coordinated by Design Committee members Susan Belser and Vickie Mascagni who will work with Main Street Clinton Board Member Wyatt Waters.

Main Street Clinton ■ P. O. Box 156 ■ Clinton, Mississippi 39060 ■ 601.924.5472





Main Street Clinton Design Committee

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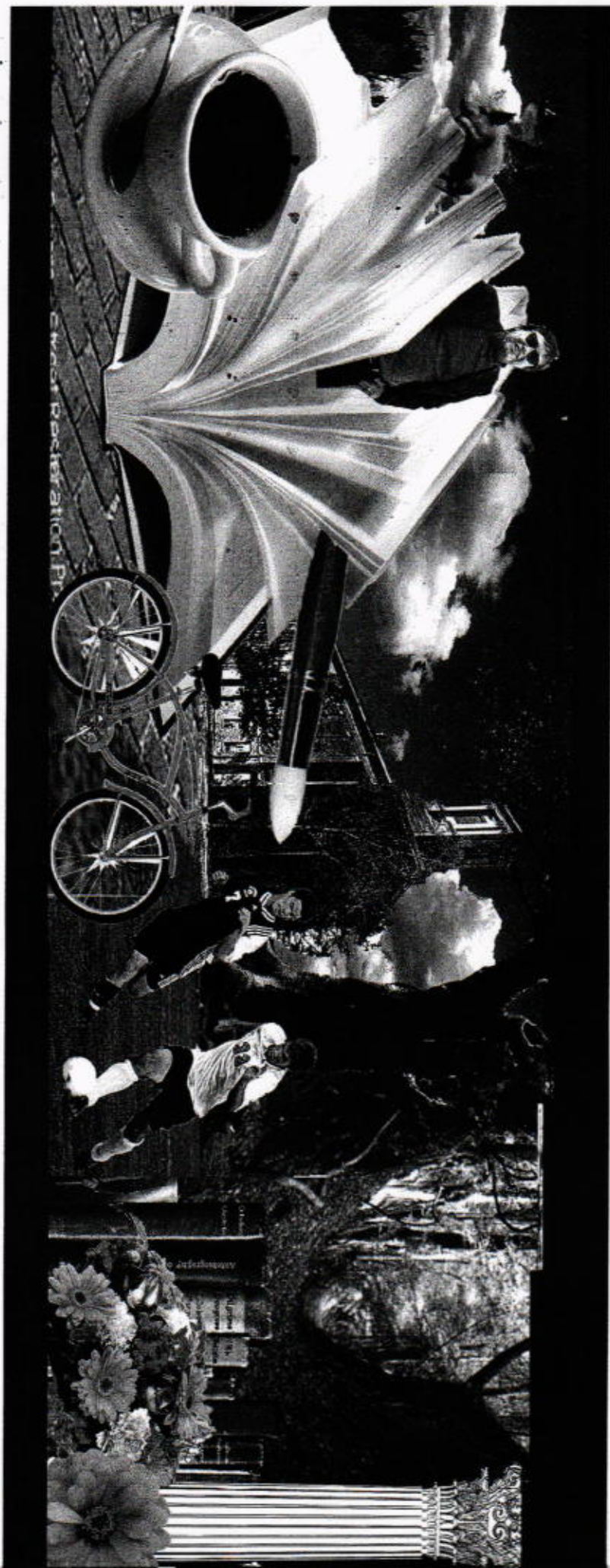
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Main Street Clinton ■ P. O. Box 156 ■ Clinton, Mississippi 39060 ■ 601.924.5472



WHEREAS, the City of Clinton and the Clinton Public School District work cooperatively to serve the citizens of Clinton, and

WHEREAS, having an excellent public school system benefits the entire community, and

WHEREAS, the Clinton Public Schools have long been recognized as a leader in educational endeavors, and

WHEREAS, one component of an outstanding system is providing adequate facilities for students and faculty, and

WHEREAS, the Clinton Public School District has developed a plan to construct a new elementary school and to improve and enhance other buildings in the system, and

WHEREAS, such improvements will provide a pleasant and safe learning environment for the students and an enjoyable work setting for the faculty, and

WHEREAS, the Clinton Public School Superintendent and Board of Trustees have announced a school bond issue for September 14, 2010, to provide for said improvements, and

WHEREAS, the Mayor and Board of Aldermen fully recognize the benefits of increased property values, improved community support, increased school pride, and the over all long range benefits resulting from the passage of said school bonds,

NOW THEREFORE, let it be resolved that the Mayor and Board of Aldermen of the City of Clinton do hereby demonstrate their support of the Clinton School Bond Issue through the passage of this Resolution.

Adopted this the 7th day of SEPTEMBER, 2010.

By: Rosemary G. Aultman
ROSEMARY G. AULTMAN, MAYOR

Attest:

By:

Russell L. Wall
RUSSELL L. WALL, CITY CLERK



WHEREAS, THE SMARTEST CARD IS A LIBRARY CARD ~

WHEREAS, A LIBRARY CARD OPENS UP A WORLD OF OPPORTUNITY FOR PEOPLE OF ALL AGES ~

WHEREAS, A LIBRARY CARD PROVIDES ACCESS TO A GOLDMINE OF BOOKS, MAGAZINES, CDS, VIDEOS, DVDs AND MORE ~

WHEREAS, LIBRARY CARDS ARE THE TICKET TO A VARIETY OF FREE PROGRAMS AND SERVICES FOR THE WHOLE FAMILY TO ENJOY ~

WHEREAS, CHILDREN WHO HAVE LIBRARY CARDS AND USE THE LIBRARY PERFORM BETTER IN SCHOOL ~

WHEREAS, A LIBRARY IS A COMMUNITY HUB OF ACTIVITY ~

WHEREAS, IN TOUGH ECONOMIC TIMES YOUR LIBRARY CARD WILL GIVE YOU FREE ACCESS TO COMPUTERS, THE INTERNET, ASSISTANCE WITH RESUMES AND JOB SEARCHES, ACCURATE FINANCIAL INFORMATION AND MUCH MORE ~

WHEREAS, BE IT RESOLVED THAT I, ROSEMARY AULTMAN, MAYOR OF THE CITY OF CLINTON, PROCLAIM **SEPTEMBER 2010** TO BE **LIBRARY CARD SIGN-UP MONTH** IN CLINTON, MISSISSIPPI AND I ENCOURAGE EVERYONE IN CLINTON TO SIGN UP FOR THE SMARTEST CARD.

USE IT @ YOUR LIBRARY

ROSEMARY AULTMAN, MAYOR OF THE CITY OF CLINTON



VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated SEPTEMBER 7, 2010 2010 ("Effective Date") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi ("AT&T Mississippi"), a Georgia corporation, and the City of Clinton, Mississippi, a municipal corporation ("City"). AT&T Mississippi and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

A. AT&T Mississippi is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP Video Service"). The IP Network upgrade will involve the use of the public ROW.

B. For purposes of this Agreement, IP-enabled Video Services shall include any technological advances that may be used to provide video services in the future.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Mississippi agree as follows.

1. Term. Except as described in paragraph 1(a) below, the term of this Agreement shall be from the Effective Date through December 31, 2020. The term may be extended upon mutual agreement of the Parties in writing.

(a) The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T Mississippi, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case the Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Any benefits or requirements entitled to the City under said ruling other than audit assessments shall be deemed retroactive to the date any affected payments are first made under the Agreement. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

(b) In addition to the termination rights set forth in Section 1 (a) above, either AT&T Mississippi or the City shall have the right to terminate this Agreement and all obligations and services hereunder upon ninety (90) days notice to the other Party, if (a)

AT&T Mississippi concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically, or financially consistent with AT&T Mississippi's business objectives and it ceases provision of such services; (b) cable company Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Mississippi; or (c) it becomes clear that AT&T Mississippi must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to City. During the term of this Agreement, AT&T Mississippi shall pay to City a fee equal to three percent (3%) of the Gross Revenues of AT&T Mississippi collected from each subscriber to AT&T Mississippi's IP Video Services product, including any Gross Revenues from video services included in a bundle of services, and three percent (3%) of the portion of Gross Revenues (collectively referred to as "IP Video Services Provider Fee") from advertising which are defined below. The IP-enabled Video Services Provider Fee and the fee for PEG set forth in paragraph 3 may be identified and passed through on any subscriber bill by AT&T Mississippi, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. This IP Video Services Provider Fee shall be in lieu of any permit fee or any other fee that could otherwise lawfully be imposed by the City on AT&T Mississippi in connection with work done in the public ROW; however, nothing in this Agreement shall restrict the right of the City to impose ad valorem taxes, sales taxes, or other taxes that are lawfully imposed on a majority of all other businesses by the City. In the event, the City grants the incumbent cable provider a rate for calculating a fee that is different than the Applicable Percentage, this Agreement shall be automatically amended without any action required by the parties to adjust the Applicable Percentage to the different rate given to the incumbent provider, provided that such different rate does not exceed the maximum fee permitted by 47 U.S.C. § 542(b). Upon request, AT&T Mississippi shall make their records available to the City to demonstrate compliance with this paragraph for a period of three (3) years preceding the request.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The City shall have the right to audit any such payment for a period of three (3) years and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

2.1 For purposes of this Agreement, Gross Revenue means any and all revenue collected by AT&T Mississippi from the provision of its IP Video Services in the City, including, but not limited to the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

2.2 For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Mississippi;
- (c) late payment fees;
- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee. authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment; or
- (g) charges, other than those described in subsection 2.1 (a), that are aggregated or bundled with amounts billed to IP Video Services subscribers.

"Gross Revenues" which are subject to the IP Video Services Provider Fee paid by AT&T Mississippi additionally include a pro rata portion of all revenue collected by AT&T Mississippi pursuant to compensation arrangements for advertising (less any commissions AT&T Mississippi receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Mississippi's IP Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services, AT&T Mississippi at the later of such time as AT&T Mississippi achieves 10% market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Mississippi's launch of IP Video Services the City may request PEG programming as set forth herein. During the term of this Agreement, and within one hundred and twenty (120) days of such a request from the City, AT&T Mississippi shall provide capacity for up to three "streams" or "channels" of noncommercial educational governmental programming through AT&T Mississippi's IP Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Mississippi's IP Video Technology. City and educational institutions designated by the City shall provide this programming, and AT&T Mississippi shall receive this programming, at AT&T Mississippi's designated connection point. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

Any operation of any PEG programming stream by City shall be the responsibility of City, and AT&T Mississippi shall be responsible for the transmission of such programming. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T Mississippi in the future, if any, are provided or submitted to AT&T Mississippi, at the AT&T Mississippi designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Mississippi, without requirement for additional alteration or change in the format or content by AT&T Mississippi, over the network of AT&T Mississippi, and

which is compatible with the technology or protocol utilized by AT&T Mississippi to deliver IP Video Services.

After one hundred twenty days (120 days) upon receipt of a valid request from the City to provide access to PEG programming, AT&T Mississippi shall remit to the City, if requested by the City, an additional one-half of one percent of Gross Revenues, as defined in Paragraph 2 herein, in accordance with 47 U.S.C. 531 and 541(a)(4)(B).

4. Emergency Message. AT&T Mississippi shall carry all required Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Mississippi's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels. AT&T Mississippi shall meet all obligations regarding the Federal Emergency Alert System as required by Title 47, Section 11, and Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.

5. Non-discrimination. AT&T Mississippi shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides. Upon receipt of any complaint alleging a violation of this section, the City shall provide a copy of such complaint to AT&T Mississippi and AT&T Mississippi shall have sixty (60) days after receipt of such complaint to respond to such complaint.

6. Obligations of City. During the term of this Agreement City will not subject, nor attempt to subject, the provision of AT&T Mississippi's IP-enabled Video Services over the IP Network to regulation under any cable television franchise or video ordinance. In addition:

- (a) City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Mississippi's existing telecommunications infrastructure.
- (b) City agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.
- (c) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Indemnification.

(a) AT&T Mississippi agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Mississippi's negligent construction, operation, or maintenance of its IP Network, provided that City shall give AT&T Mississippi written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection. The duty to provide indemnity and defense shall not be waived unless AT&T Mississippi shows prejudice arising from late notice or notice is given by City later than one hundred twenty (120) days from receipt by the City of the claim. Notwithstanding the foregoing, AT&T Mississippi shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any

activity or function conducted by any person or entity other than AT&T Mississippi in connection with PEG programming.

(b) With respect to AT&T Mississippi's indemnity obligations set forth above, AT&T Mississippi shall provide the defense of any claims brought against City by selecting counsel of AT&T Mississippi's choice to defend the claim, subject to the consent of City, which consent shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Mississippi and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with City, AT&T Mississippi shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Mississippi shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of City and City does not consent to the terms of any such settlement or compromise, AT&T Mississippi shall not settle the claim or action, but its obligation to indemnify City shall in no event exceed the amount of such settlement.

(c) In the event the incumbent cable and/or video service provider(s) in the City or another third party files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T Mississippi shall cooperate with the City in responding to such claim.

At the City's request, AT&T Mississippi will intervene in any such action and defend any such claim. In such event, AT&T Mississippi shall assume, at its expense, the sole defense of the claim through counsel selected by AT&T Mississippi and shall keep the City fully informed as to the progress of such defense. Upon reasonable request by AT&T Mississippi and at AT&T Mississippi's expense, the City shall cooperate with AT&T Mississippi in the defense of the claim. At its option and expense, the City may retain and use separate counsel to represent it, including in-house counsel.

AT&T Mississippi shall maintain control of the defense and resolution or settlement of the claim, except that if the settlement of the claim would adversely affect the City, AT&T Mississippi may settle the claim as to the City only with its written consent, which consent shall not be unreasonably withheld or delayed.

AT&T Mississippi shall pay the full amount of (i) any final judgment or award issued by a court against the City as a result of entering into this Agreement or (ii) any settlement negotiated by AT&T Mississippi with respect to the claim and all other expenses related to the resolution of the claim. AT&T Mississippi's obligation to pay excludes an incumbent cable and/or video service provider's costs, interests and reasonable attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T Mississippi in any settlement agreement or the City is compelled to so by any final judgment ordered by the court.

8. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

9. Dispute Resolution. The parties recognize and agree that it is in their best interests to avoid the time and expense of litigation should a dispute arise concerning the

provisions of this Agreement and compliance therewith. Therefore, the parties agree to exercise good faith in resolving claims, disputes, and controversies arising out of this Agreement by participating in non-binding arbitration or other alternative means of dispute resolution, including but not limited to mediation, upon terms and conditions mutually agreeable to the parties. The parties agree to refrain from instituting or pursuing actions at law or in equity until they have attempted to resolve the claim, dispute, or controversy by non-binding arbitration or other alternative means of dispute resolution save for those instances wherein non-binding arbitration or other alternative means of dispute resolution will result in immediate harm or be detrimental or prejudice the party's pursuit of an action.

10. Public Rights-of-Way. The City shall maintain any lawful and reasonable police powers provided for by law over installation of facilities in the public rights-of-way (ROW). AT&T Mississippi agrees that its facilities cannot disrupt sight distance for motorists; will place its video equipment on public ROW close to a property line abutting the public ROW, when and where feasible; cannot be below base flood elevation according to the most recent FIRM and flood insurance study; cannot obstruct drainage; and cannot obstruct pedestrian traffic or violate, to the extent applicable, provisions set forth in the Americans with Disabilities Act of 1990. AT&T Mississippi will also consider the aesthetics involved when placing its video equipment on residential and arterial streets.

11. Customer Service. AT&T Mississippi shall comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c), as amended. The requirements of 47 C.F.R. 76.309(c) are set forth in Attachment A to this Agreement, but are intended to be identical to the federal law and shall be deemed automatically amended should 47 C.F.R. 76.309(c) be amended. AT&T Mississippi understands that the City may exercise any right that it may have to enforce those standards after ninety (90) days advance notice.

12. Free Service to Buildings. If AT&T Mississippi agrees to provide free service to public facilities for any local government in Mississippi, AT&T Mississippi shall, upon written request by the City, install, at no charge, one service outlet to a demarcation point located on the outside of any designated public building provided such building demarcation point is within 125 feet from AT&T Mississippi's activated distribution point of connection. AT&T Mississippi shall not be required to extend its facilities beyond the appropriate demarcation point located outside the building or to perform any inside wiring. AT&T Mississippi shall provide complimentary video service to public schools, public libraries, police, fire, city attorney, and city hall and over that one service outlet free of charge, which service shall not be used for commercial purposes. The City may not receive service at the same building from more than one cable or video service provider at a time.

13. Books and Records; Audits.

13.1 AT&T Mississippi shall maintain books of account and records adequate to enable AT&T to demonstrate that it is in compliance with this Agreement with respect to IP-enabled Video Service.

13.2 The City shall have the right to audit AT&T, with respect to AT&T's obligations under this Agreement, within three (3) years from which the fee payment was due. The City may recompute any amounts determined to be payable in satisfaction of the fees described in this Agreement with respect to IP-enabled Video Service. Any additional and valid amount due the City as a result of the audit shall be

paid by AT&T within thirty (30) days after AT&T receives a written notice from the City. The notice that the City sends to AT&T shall include a copy of the audit report. The City may not retain any person or entity for compensation that is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

13.3 Upon reasonable notice to AT&T, the City or its designated representative, subject to confidentiality protections, shall have the right to examine books and records directly related to AT&T's compliance with its obligations under this Agreement. The City shall have no right to examine any aspect of the books and records that does not directly relate to AT&T's obligations under this Agreement.

13.4 City acknowledges that some of the records which may be provided by AT&T may be classified as confidential and therefore may subject AT&T to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by AT&T.

14. Notices. Any notice to be given under this Agreement shall be in writing and shall be delivered either personally or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

With a Copy to:

Office of the City Attorney
Attention: City Attorney
The City of Clinton
P.O. Box 156
Clinton, MS 39060

If to AT&T Mississippi:

AT&T Mississippi
General Attorney - Mississippi
Suite 790, Landmark Center
175 E. Capitol Street
Jackson, Mississippi 39201

15. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

16. Assignment. Except to affiliates, AT&T Mississippi may not assign or transfer this Agreement or any interest therein without the prior written consent of City.

17. Entire Agreement. This Agreement constitutes the entire agreement between

City and AT&T Mississippi with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

18. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

19. Choice of Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Mississippi. The parties further agree that the appropriate venue for any legal action involving this Agreement will be in a court of competent jurisdiction in either the federal or state courts located in Mississippi.

20. Miscellaneous.

(a) AT&T Mississippi, and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(c) AT&T Mississippi and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(d) AT&T Mississippi agrees to comply with any and all current and future state and federal laws, as well any and all current and future ordinances of the City.

(e) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

21. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, Board of Aldermen members, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

22. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 7th day of SEPTEMBER, 2010.

BellSouth Telecommunications, Inc. doing business as AT&T Mississippi

By: [Signature]

Name: R. Mayo Floyd, III

Title: President - AT&T Mississippi

City of Clinton, Mississippi

By: [Signature]

Name: Rosemary G. Auhman

Title: Mayor, City of Clinton

Attest: [Signature]

Name: Russell L. Wall

Title: City Clerk, City of Clinton

720057



ATTACHMENT A

Customer Service Standards as described in Section 11 of the Agreement:

11.1. AT&T will maintain a local, toll-free or collect call telephone access line that will be available to subscribers to its IP-enabled Video Services twenty-four (24) hours a day, seven days a week. Trained AT&T representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day, except for service interruptions.

11.2. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. AT&T will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards described in this Section unless an historical record of complaints indicates a clear failure to comply.

11.3. Under normal operating conditions, an AT&T customer will receive a busy signal less than three (3) percent of the time.

11.4. AT&T customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

11.5. Under normal operating conditions, each of the following four standards related to installations, outages and service calls will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

a. Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

b. Excluding conditions beyond the control of AT&T, AT&T will begin working on "service interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. AT&T must begin actions to correct other service problems the next business day after notification of the service problem.

c. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (AT&T may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

d. AT&T may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

e. If an AT&T representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

11.6. Refund checks will be issued promptly, but no later than either (i) the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (ii) the return of the equipment supplied by AT&T if service is terminated.

11.7. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

11.8. The following definitions shall apply to the terms listed below; as such terms are used in Section 6 of the Agreement:

a. "Normal business hours" means those hours during which most similar businesses in the City are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

b. "Normal operating conditions" means those service conditions that are within the control of AT&T. Those conditions that are not within the control of AT&T include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions that are ordinarily within the control of AT&T include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade of the IP Network.

c. "Service interruption," means the loss of picture or sound on one or more IP-Enabled Video Service channels.

RESOLUTION AUTHORIZING USE OF FINANCIAL INSTITUTION

RESOLVED, that Trustmark National Bank ("Bank") is designated a depository of funds for the City of Clinton, Mississippi ("the City");

RESOLVED, that any prior resolutions remain in effect except as changed by those adopted today. The City ratifies all transactions purportedly done on its behalf with the Bank before these resolutions were delivered to the Bank. Any change (s) to these resolutions will take effect only after the Bank has received written certification of the change (s) and has had reasonable time to act on the change (s);

RESOLVED, that the City agrees to be bound by the Bank's Deposit Account Agreement for each account permitted by this resolution;

RESOLVED, the Bank is authorized to honor, pay and charge the City's accounts for any item purporting to have been signed on behalf of the City with a facsimile signature that resembles a specimen the City has certified to the Bank, no matter by whom or by what means their actual or purported signature may have been made;

RESOLVED, that the persons named below, whose manual and/or facsimile signatures are provided next to their respective names, are authorized to perform the powers listed based on number (s) following their respective names. The Bank has no duty to inquire into any power before executing it, even if the power benefits the signer individually. The required number of signatures immediately follows the description of that power;

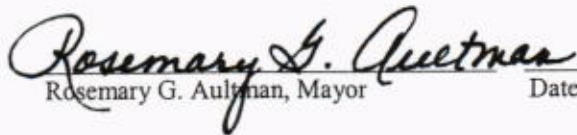
POWERS:

1. Open and close deposit accounts, sign account agreements, and sign contracts for deposit-related or other services. Signatures required: two (2)
2. Sign and authorize checks, drafts, withdrawal slips, and any other orders for the payment of money, whether by paper, electronic, or any other means, even if payable to the signer or used to discharge or reduce an obligation of the signer. Signatures required: two (2)

RESOLVED, that the City Clerk of the City of Clinton, Mississippi is directed to certify and deliver a copy of this resolution to the Bank, the signature cards bearing the genuine signatures of the persons named below, and any other documents that the Bank requires.

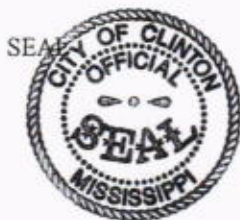
AUTHORIZED PERSONS. The names of authorized persons are as follows:

Rosemary G. Aultman, Mayor 1, 2
Jehu W. Brabham, Alderman-At-Large 1,2
Russell L. Wall, City Clerk 1,2
James (Jimmy) Baldree, Deputy City Clerk 1,2

 9-8-2010
Rosemary G. Aultman, Mayor Date

Attest:


Russell L. Wall, City Clerk



CITY OF CLINTON

BANK ACCOUNT - PRIMARY DEPOSITORY BID COMPARISON

FOR THE FISCAL PERIODS COVERING 10/1/2010 THROUGH 9/30/2012

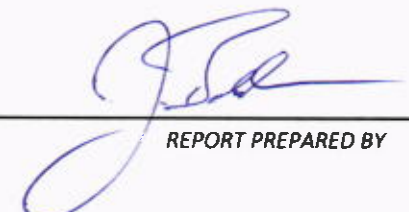
As our two-year contract with BankPlus is ending with the current fiscal year, we recently advertised for bids and received two proposals. The proposals were from BankPlus and Trustmark National Bank. The table below outlines the proposals presented to us in a side-by-side comparison.

DESCRIPTION	AVG MONTHLY BALANCE	BANKPLUS		TRUSTMARK	
		RATE	EST AMOUNT	RATE	EST AMOUNT
INTEREST INCOME	7,500,000	0.450%	2,812.50	0.650%	4,062.50

DESCRIPTION	AVG MONTHLY ACTIVITY	BANKPLUS		TRUSTMARK	
		FEE	EST COST	FEE	EST COST
ACCOUNT MAINTENANCE		0.00		0.00	
DEBIT (CHECK) FEES	874	0.00	0.00	0.05	43.70
CREDIT (DEPOSIT) FEES	176	0.00	0.00	0.05	8.80
INTERNET BANKING	1	0.00	0.00	55.00	55.00
ACH (ACCESS)	2	0.00	0.00	25.00	50.00
ACH (RETURN ITEM)	20	0.00	0.00	6.00	120.00
ACH (DIRECT DEPOSIT)	300	0.00	0.00	0.10	30.00
ACH (DRAFTS)	2400	0.00	0.00	0.10	240.00
FEDERAL EFTPS	8	0.00	0.00	2.50	20.00
TOTAL ESTIMATED MONTHLY FEES		0.00		567.50	
EST. MONTHLY NET INCOME (EXPENSE)		\$ 2,812.50		\$ 3,495.00	

While we anticipated a drop in the interest rates, due to the current market situations, the rates were significantly lower than we have previously been able to secure. Both bids came in with offers of less than 1% interest return on fund balances, and were within a quarter of one percent of each other. BankPlus (the current provider) submitted an interest rate of .450%, and Trustmark is offering .650%. While BankPlus has offered to waive all fees associated with our normal operations, the difference in interest rate more than offset the anticipated fees associated with the Trustmark proposal.

The estimates above suggest that we would be better served to select Trustmark National Bank to serve the next two years as the primary funds depository for the City of Clinton. Therefore, we propose that we contract with Trustmark National Bank to serve as the Primary Funds Depository for the City of Clinton for the Fiscal Years beginning October 1st, 2010 and ending September 30, 2012.



REPORT PREPARED BY



REPORT REVIEWED BY

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the 7th day of SEPTEMBER in the year 2010
by and between CITY OF CLINTON, MISSISSIPPI hereinafter
called OWNER) and Complete Environmental & Remediation Co, LLC (hereinafter
called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth,
agrees as follows:

Article 1. WORK.

Contractor shall complete all work as or indicated in the Contract Documents. The work is
generally described as follows:

Provide complete labor and equipment to transport and dispose of all household hazardous waste
collected from an area wide collection day on October 23, 2010 from 8 am until 1 pm at the
City of Clinton Public Works Compound.

Article 2. CONTRACT TIMES.

The work will be completed on October 23 and ready for final payment within 30 days of
completion.

Article 3. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract
Documents an amount in current funds equal to the sum of the amounts determined by agreed
upon pricing.

3.1 for all unit price Work, an amount equal to the sum of the established unit price for
each separately identified item of Unit Price Work times the actual quantity of that item as
indicated in this paragraph 3.1:

UNIT PRICE WORK

NO.	ITEM	UNIT	ACTUAL QUANTITY	UNIT PRICE	TOTAL QUANTITY
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Article 4. INTEREST.

All moneys not paid when due as provided in Article 3 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 5. CONTRACTORS'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data."

5.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance or furnishing of the work.

5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

5.4. CONTRACTOR is aware of general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

Article 6. MISCELLANEOUS.

6.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

6.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

6.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by the ENGINEER on their behalf.

This Agreement will be effective on SEPTEMBER 7, 2010 (which is the Effective Date of the Agreement).

OWNER: CITY OF CLINTON, MISSISSIPPI

Signature: Rosemary G. Gultman

Print: ROSEMARY G GULTMAN

Title: MAYOR

Date: SEPTEMBER 8, 2010

CONTRACTOR: Complete Environmental & Remediation Co, LLC

Signature: Kati Kelley

Print: Kati M. Kelley

Title: Operations Manager

Date: August 10, 2010

MISSISSIPPI TRANSPORTATION COMMISSION
AND THE CITY OF CLINTON
AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF
LANDSCAPING ON SPRINGRIDGE ROAD BETWEEN I-20 AND US 80

This Contract and Agreement, hereinafter referred to as "AGREEMENT", is made and entered into by and between the Mississippi Transportation Commission, hereinafter referred to as "COMMISSION", acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation, hereinafter referred to as "MDOT"; and the City of Clinton, Mississippi, hereinafter referred to as "CITY", a Mississippi municipal corporation, acting by and through its duly authorized Mayor, effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the CITY desires to install certain aesthetic improvements and enhancements on COMMISSION right of way, to be located in the median along Springridge Road between I-20 and US 80 within the corporate limits of the CITY, and

WHEREAS, the COMMISSION has determined that it is permissible for the CITY to install said improvements and enhancements; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I

The **COMMISSION** will let to contract Federal Aid Project Number HSIP-7312-00(003) / 105928-301000, hereinafter referred to as the **PROJECT**, which will include installation of initial improvements and enhancements, consisting of a concrete curb and gutter, an un-paved median island (to be sodded under the **PROJECT**), and a complete irrigation system in the existing center

lane of Springridge Road, from approximately Station 35+35 to Station 39+45, as part of the PROJECT, pertinent plan sheets of which are attached to this agreement for reference.

II

The COMMISSION will, upon completion of the PROJECT, provide written notification to the CITY, to assume all landscaping maintenance responsibility within the specified station limits.

III

The COMMISSION does grant permission to the CITY to pick up and remove litter, mow, and establish and maintain flowers, shrubs, and other types of permitted flora within the limits and provisions herein described.

IV

The COMMISSION does retain the right to perform necessary maintenance and/or construction within or beyond the limits of the initial improvements and enhancements, as deemed necessary by the COMMISSION, in order to provide for the safety and convenience of the travelling public. Such right shall include the right to remove any landscaping, plantings, and improvements placed by the COMMISSION and/or by the CITY, if not maintained by the CITY in accordance with the terms of this AGREEMENT; if necessitated by safety concerns; if necessitated by future design changes; or if necessitated by future access needs to Springridge Road.

V

The COMMISSION does reserve the right to approve all permits for ingress and egress and other uses of highway rights-of-way other than those specifically granted to the CITY herein.

VI

The CITY will, upon notification of completion of the PROJECT by the COMMISSION, immediately assume landscaping maintenance responsibilities within the specified station limits, including responsibilities for removal of litter and mowing, and will advise the COMMISSION, by written request to the Fifth District Engineer, of their proposal to plant flowers, shrubs, flora, etc., and gain approval of a MDOT maintenance permit prior to placing the initial plantings. Said proposal shall include the types and arrangements of vegetation to be planted.

VII

The CITY will provide all necessary work zone signing and traffic control in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) to cover each operation when performed within the right-of-way of Springridge Road between I-20 and US 80.

VIII

The CITY will provide all necessary police protection in and around work sites to ensure the safety of laborers and the traveling public.

IX

The CITY will furnish and install a water meter or cut off valve at the location shown on the plan sheets for the PROJECT, and will furnish, at no cost to the COMMISSION, all water necessary for the proper continuous maintenance of all plantings.

X

The CITY will be responsible for the cost of all equipment, plants, labor, and any/all other costs necessary to provide and maintain a pleasing aesthetic appearance subsequent to initial planting.

XI

The CITY will provide the necessary liability insurance to cover injuries and damage to property or vehicles incurred at any/all times during which the CITY performs work within the right-of-way of Springridge Road between I-20 and US 80.

XII

The CITY will place only flower and/or shrub plantings, 24" or less in height, in the median island being addressed by this AGREEMENT. All plantings shall be maintained at a minimum of 1.5 feet from the face of the curb.

XIII

The CITY does continue to recognize the COMMISSION'S exclusive right to control, use, license, grant, or refuse all ingress, egress, or other highway right of way use unless otherwise specifically granted to the CITY herein, and specifically acknowledges that only the COMMISSION can grant permits for the ingress to, egress from, or occupation of the highway right of way.

XIV

Although the term of this AGREEMENT is continuous; this Agreement shall be considered as "terminable at will" by either party upon written notification to the other party. Unless the termination is precipitated by a dangerous condition, said notification must be submitted a minimum of thirty (30) days prior to the effective date of termination.

NOTIFICATION ADDRESSES:

Any notice required under this "AGREEMENT" shall be made to the appropriate party at the following addresses:

THE COMMISSION: Mississippi Department of Transportation
P.O. Box 90
Newton, MS 39345

THE CITY: City of Clinton
P.O. Box 156
Clinton, MS 39060

Both parties hereto represent that they have authority to enter into this "AGREEMENT" and certified copies of the applicable "COUNCIL" or "COMMISSION" Orders are attached hereto.

XV

Upon termination of this AGREEMENT by either party, and at no cost to the COMMISSION, the CITY will remove the plants and/or vegetation from the median island and replace with grass sod and/or Portland cement concrete pavement, as directed by the COMMISSION, and in accordance with all applicable MDOT specifications.

XVI

~~The CITY will indemnify and hold harmless the COMMISSION and MDOT, its employees and its agents for any liability incurred to any third party arising out of the activities addressed by this AGREEMENT unless such liability was the proximate result of an intentional act by the COMMISSION, MDOT, or its agents and/or employees.~~ *W/ll*

XVII

Notwithstanding any other provision herein, this AGREEMENT shall in no way be construed to create a third party benefit to any contractor, motorist, pedestrian, worker, entity, or individual.

IN WITNESS WHEREOF, the "COMMISSION" and the "CITY" each binds itself or its successors and assigns to the other party of this "AGREEMENT," and to the successors and assigns of each party in respect of all covenants of this "AGREEMENT."

FOR THE CITY OF CLINTON MISSISSIPPI

WITNESS this, my signature in execution hereof, this the 7th day of SEPTEMBER, 2010.


Rosemary Aultman, Mayor

ATTEST:
(AFFIX SEAL)


RUSSELL L. WALL, City CLERK

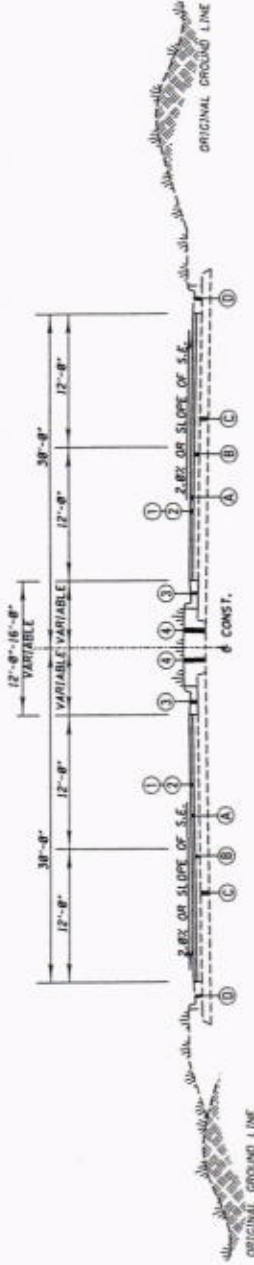


**FOR THE MISSISSIPPI TRANSPORTATION
COMMISSION ACTING BY AND THROUGH
THE EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

WITNESS this, my signature in execution hereof, this the _____ day of _____, 2010.

Larry L. Brown, Executive Director
Mississippi Department of Transportation
APPROVED: _____, 2010.
BOOK _____ PAGE _____

STATE	PROJECT NO.
MISS.	



TYPICAL SECTION

SPRINGRIDGE ROAD
STA. 34+60 (+/-) TO STA. 40+20 (+/-)

Limits of Median Plantings Addressed by AGREEMENT (approximately 410 LF)

Station 35+35 to Station 39+45

PROPOSED PAVEMENT

- ① 2.00" MILLING REQ'D. (ON EXISTING SLOPE)
- ② 2.00" HOT OR WARM MIX ASPHALT (112.5mm MIXTURE) REQ'D. (1 @ 2")
- ③ TYPE 3A MOD. CONCRETE CURB AND GUTTER REQ'D.
- ④ VARIABLE DEPTH TOPSOIL CONTRACTOR FURNISHED REQ'D. (USED AS DIRECTED BY THE ENGINEER)
- ⑤ SPECIAL DESIGN SLOTTED CURB REQ'D.



TYPE 3A MOD. CURB AND GUTTER

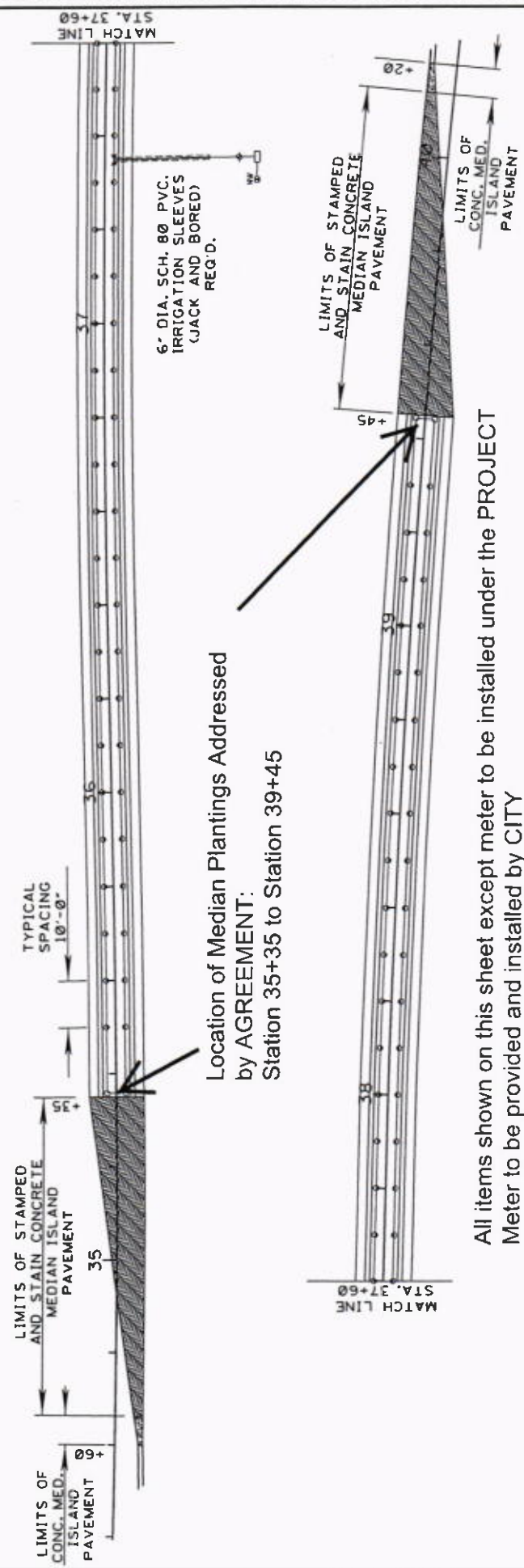
EXISTING PAVEMENT

- ① 6.00" HOT BITUMINOUS PAVEMENT (1.50" SURFACE COURSE AND 4.50" BINDER COURSE)
- ② 6.00" PLANT MIX BITUMINOUS BASE COURSE
- ③ 6.00" AND VARIABLE DEPTH GRANULAR MATERIAL (CLASS 5 GROUP C)
- ④ COMBINATION CONCRETE CURB AND GUTTER (TYPE 3 MODIFIED)

Sheet 7 of 9
MDOT/City of Clinton
Landscaping Agreement

STATE	PROJECT NO.
MISS.	

NOTE: ALL WATERLINES ARE 1.5" DIA. LINES



Location of Median Plantings Addressed by AGREEMENT: Station 35+35 to Station 39+45

All items shown on this sheet except meter to be installed under the PROJECT Meter to be provided and installed by CITY

IRRIGATION LEGEND

- ◀ CONTROL VALVE - 2 QUANT.
- ⊕ CONTROLLER - 1 QUANT.
- ⊙ 180 DEGREE SPRAYER - 78 QUANT.
- ⊙ 90 DEGREE SPRAYER - 4 QUANT.
- ◻ WATER BACKFLOW VALVE - 1 QUANT.
- WM WATER METER (CITY WILL PROVIDED) - 1 QUANT.

NOTE: WHERE THE ISLAND NOSE POINT START TO WHERE IT REACHED A WIDTH ACROSS OF 2' CONCRETE MEDIAN AND ISLAND PAVEMENT REQ'D. AND FROM THE 2' WIDTH AREA UNTIL THE END OF TAPER THE CONCRETE MEDIAN AND ISLAND PAVEMENT SHALL BE SCORE AND STAIN.

Sheet 9 of 9
MDOT/City of Clinton Landscaping Agreement

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

IRRIGATION PLAN AND ISLAND LAYOUT

PROJECT NO: HS(P-7312-00-1003)

COUNTY: HINDS

FILE NAME: TEST.DGN

DATE: 10/10/2010

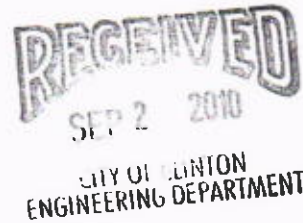
USER: JH

SCALE: 1"=100'



ENGINEERS & SURVEYORS

September 2, 2010



Richard Broome, P.E., City Engineer
City of Clinton
Post Office Box 156
Clinton, MS 39056

Re: City of Clinton
2010 Cap Loan Improvements
Clarifier Replacement
WGK# E2010-235-00 C4.0

Dear Richard:

We have reviewed the Bid Proposals for the referenced project and enclosed a Certified Bid Tabulation of same. Hemphill Construction Company submitted the lowest and best bid at \$178,260.00, and we recommend award to them, subject to the approval of the City of Clinton Board.

Sincerely:

WGK, Inc.


William S. (Bill) Gilliland
Sr. Project Manager

Pc: Vic Borromeo, Hemphill Construction, Inc. w/enclosure
Mitch Pounds, Greenbriar DSLP w/enclosure
Stephen McNair, Environmental Construction Corp. w/enclosure

CERTIFIED TABULATION OF BIDS

Owner's Name: City of Clinton

Project Name: 2010 Cap Loan Improvements - Clarifier Baffle Replacement

Bid Date: September 1, 2010

WGK No.: 2010-235-00

				Hemphill Construction Co P O Drawer 879 Florence, MS 39073		Greenbriar Digging Service 1941 Highway 550 NW Brookhaven, MS 39601		Environmental Const Corp P O Box 396 Pass Christian, MS 39571	
ITEM NO.	DESCRIPTION	EST QTY	ITEM UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Remove Baffle	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 16,000.00	\$ 32,000.00	\$ 17,500.00	\$ 35,000.00
3	Supply and Install New Baffle	2	EA	\$ 67,500.00	\$ 135,000.00	\$ 90,000.00	\$ 180,000.00	\$ 100,000.00	\$ 200,000.00
4	Repack Bearings on Scum Trough Operator	2	EA	\$ 630.00	\$ 1,260.00	\$ 7,500.00	\$ 15,000.00	\$ 3,600.00	\$ 7,200.00
TOTAL BID					\$ 178,260.00		\$ 232,000.00		\$ 247,200.00

This is a certified tabulation of the bids received on September 1, 2010 for the City of Clinton.

Signed:


Greg Gearhart, P. E.



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS



**ORDER OF THE MAYOR AND BOARD OF ALDERMEN EXTENDING THE MORATORIUM ON
THE LOCATION OF CERTAIN TYPES OF BUSINESSES IN THE CITY OF CLINTON,
MISSISSIPPI**

WHEREAS, the City of Clinton (the "City") is in the process of preparing and adopting a new Zoning Ordinance.

WHEREAS, the City has recently developed and adopted a master plan for the City; and,

WHEREAS, a major aim of said plan is to protect and enhance the primary transportation corridors into and out of the City of Clinton; and,

WHEREAS, certain types of businesses in large concentration tend to have a blighting effect; and,

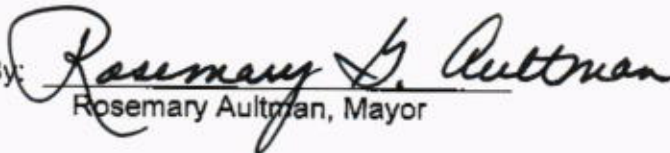
WHEREAS, the City of Clinton desires to maintain the status quo with regard to said types of business for a temporary period while it continues to study whether additional regulation is necessary and desirable to address the issue.

BE IT THEREFORE ORDERED:

That the temporary moratorium on the location of additional pawn shops, title loan establishments, tattoo parlors, check cashing establishments, businesses purchasing gold or other precious metals as a primary business and nail salons adopted on September 1, 2009 is hereby extended until January 4, 2011. A public hearing on whether to extend, modify, and/or terminate this moratorium shall be held on or before January 4, 2011, at a time and place to be determined.

SO ORDERED, this the 7th day of September, 2010.

City of Clinton, Mississippi

By: 
Rosemary Aultman, Mayor

ATTEST: 
RUSSELL WALL, CITY CLERK



Business Moratorium Order