

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, DECEMBER 5, 2006 - 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 Barnett 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
 Mike Bishop – Alderman Ward 3
 Phil Fisher – Alderman Ward 4
 William Barnett – Alderman Ward 6

Absent: Mike Morgan – Alderman Ward 5

APPROVAL OF AGENDA ITEMS A-V

MOTION made by Alderman Greer and **SECONDED** by Alderman Bishop to approve Consent Agenda Items A-V. **MOTION CARRIED UNANIMOUSLY**

REQUEST FROM CLINTON EAST, LLC TO REZONE 18.212 ACRES ON SHAW ROAD, NORTH OF HIGHWAY 80, FROM R-1 SINGLE RESIDENTIAL TO R-3 PATIO HOME

Due to the request by Clinton East, LLC this item was removed from the agenda. There was no action taken by the Board of Aldermen on this item.

REQUEST FROM FRANK FORTNER FOR PRELIMINARY PLAT APPROVAL FOR QUAIL RIDGE SUBDIVISION ON THE CORNER OF CLINTON-TINNIN ROAD AND QUAIL HOLLOW DRIVE

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the Board approved the request from Frank Fortner for preliminary plat approval for Quail Ridge Subdivision on the corner of Clinton-Tinnin Road and Quail Hollow Drive. **MOTION CARRIED UNANIMOUSLY**

REQUEST FROM TOWER VENTURES V, LLC FOR A CONDITIONAL USE TO CONSTRUCT A WIRELESS COMMUNICATIONS TOWER ON CITY LAGOON SITE OFF SPRINGRIDGE ROAD

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the Board approved the request from Tower Ventures V, LLC for a conditional use to construct a wireless communications tower on city lagoon site off Springridge Road. **MOTION CARRIED UNANIMOUSLY**

REQUEST FROM TOWER VENTURES V, LLC FOR A PRELIMINARY SITE PLAN FOR A WIRELESS COMMUNICATIONS TOWER ON CITY LAGOON SITE OFF SPRINGRIDGE ROAD

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the Board approved the request from Tower Ventures V, LLC for a preliminary site plan for a wireless communications tower on city lagoon site off Springridge Road. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF \$4,605.00 DONATION FROM DUKE ENERGY FOUNDATION FOR THE PURCHASE OF THREE EXERCISE BIKES FOR THE FIRE STATIONS

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Bishop the Board approved the acceptance of \$4,605.00 donation from Duke Energy Foundation for the purchase of three exercise bikes for the fire stations. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF \$1,250.00 DONATION FROM WAL-MART FOR PURCHASE OF SMOKE ALARMS FOR SENIOR CITIZENS AND THE DISABLED

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the Board approved the acceptance of \$1,250.00 donation from Wal-Mart for purchase of smoke alarms for senior citizens and the disabled. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF \$261.57 DONATION FROM FRED'S FOR PURCHASE OF PUBLIC EDUCATION ITEMS (PENCILS)

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Bishop the Board approved the acceptance of \$261.57 donation from Fred's for purchase of public education items (pencils). **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE TO AMEND THE CITY OF CLINTON POLICE AND FIREMEN'S DISABILITY AND RELIEF SYSTEM TO ALLOW AN INCREASE IN BENEFITS FOR RETIREES UNDER CERTAIN CIRCUMSTANCES

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the Board approved a resolution requesting the Mississippi Legislature to amend the City of Clinton Police and Firemen's Disability and Relief System to allow an increase in benefits for retirees under certain circumstances. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF A DONATION FROM DUKE ENERGY FOUNDATION OF \$6,260.00 TO PURCHASE 20 MICROSOFT STREETS AND TRIPS 2006 WITH GPS LOCATOR, AND ALSO TO PURCHASE 8 MAGELLAN ROAD/MATE 360 GPS SYSTEMS

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Brabham the Board approved the acceptance of a donation from Duke Energy Foundation of \$6,260.00 to purchase 20 Microsoft Streets and Trips 2006 with GPS locator, and also to purchase 8 Magellan Road/Mate 360 GPS systems. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION TO DECLARE A 1995 FORD BACKHOE 655D (SERIAL NUMBER A435515) AS SURPLUS PROPERTY AND THE AUTHORIZATION TO SELL BACKHOE BY ADVERTISEMENT OF SEALED BIDS

Upon presentation by Tim Rogers, Director of Public Works, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the Board approved the authorization to declare a 1995 Ford backhoe 655D (Serial Number A435515) as surplus property and the authorization to sell backhoe by advertisement of sealed bids. **MOTION CARRIED UNANIMOUSLY**

FINAL RESOLUTION FOR THE CLOSE OUT OF THE SEWER REHABILITATION PROJECT AND THE PUBLIC WORKS FACILITY SRF PROJECT NO. C280805-03

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the Board approved the final resolution for the close out of the Sewer Rehabilitation Project and the Public Works Facility SRF Project No. C280805-03. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF ARROW DRIVE SUPPLEMENTAL AGREEMENT #1

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the Board approved the Arrow Drive supplemental agreement #1. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

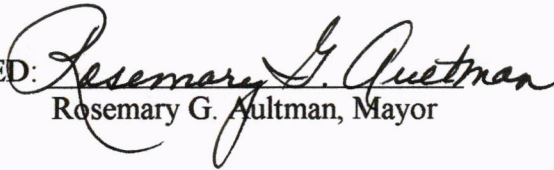
APPROVAL OF 16TH SECTION LEASE AGREEMENT FOR THE NATIONAL GUARD ARMORY BETWEEN THE CLINTON PUBLIC SCHOOL DISTRICT AND THE CITY OF CLINTON WITH ITEMS 11 AND 13 REMOVED

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the Board approved the 16th section lease agreement for the National Guard Armory between the Clinton Public School District and the City of Clinton with items 11 and 13 removed. A copy of the lease is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:33 P.M.

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

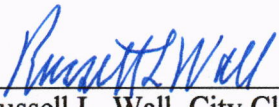
APPROVED:


Rosemary G. Aultman, Mayor

Date



APPROVED:


Russell L. Wall, City Clerk

Date





CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

December 5, 2006

AGENDA ITEM NO.

7A

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.:

*This item was removed
from the agenda based on
request by Clinton East, LLC.
No action was taken
on this item.*

DISCUSSION/ACTION: Request from Clinton East, LLC to rezone 18.212 acres Shaw Road, north of Highway 80, from R1-Single Family Residential to R3-Patio Home.

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends to deny due to failure to meet criteria for rezoning as stated in section 2406 of the Zoning Ordinance.

BOARD ACTION:

MOTION MADE BY: _____

SECONDED BY: _____

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

Mayor Aultman

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

OFFICIAL FORM

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI FOR THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM R1 – SINGLE FAMILY DISTRICT TO R3 – PATIO HOME DISTRICT

WHEREAS, Clinton East, Inc. (the "Applicant") did file a petition to Rezone certain property from its present R1 – Single Family use district classification to an R3 – Patio Home use district classification: and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 28th day of November, 2006, at 7:00 o'clock P.M.; and,

WHEREAS, the City of Clinton did cause notice of said hearing to be published in the *Clarion Ledger*, a newspaper published in Hinds County, Mississippi, in the manner and for the time required by law, and did post notice upon the affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Planning Commission of the City of Clinton, Mississippi, did conduct a full and complete hearing, and thereafter, Motion before Commission to deny the rezoning was unanimously approved , and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen of the City of Clinton, along with the recommendation of the Planning Commission, as shown in minutes of said minutes and exhibits attached thereto, and after discussion thereof, Alderman _____ offered the following ordinance and moved that it be adopted, to-wit;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That this matter was presented as required by Section 2406 of the City of Clinton Zoning Ordinance and the Mayor and Board of Aldermen hereby find that this request does not meet the requirements of Section 2406.03(a) Criteria for Rezoning, the Mayor and Board of Aldermen specifically find that insufficient proof was presented to show this request meets the requirements of Section 2406.03(b) in that there was a change in the neighborhood and a public need for the rezoning.

Section 3. That pursuant to Article XV of the Zoning Ordinance, the proposed property shall be "R1 – Single Family Residential".

Section 4. That the following described tract of real property be, and the same is, hereby remains zoned its present R1 use district classification.

A tract of land situated in the City of Clinton, the First Judicial District of Hinds County, Mississippi and more completely described in Exhibit "A" attached hereto and made a part thereof.

Section 5. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, are not amended to reflect the foregoing change in the zoning of the above-described real property.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 5th day of December 2006.

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

Alderman Brabham voted:	_____
Alderman Hisaw voted:	_____
Alderman Greer voted:	_____
Alderman Bishop voted:	_____
Alderman Fisher voted:	_____
Alderman Morgan voted:	_____
Alderman Barnett voted:	_____

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

The foregoing ordinance was approved this the 5th day of December 2006.

CITY OF CLINTON

BY: _____
ROSEMARY AULTMAN, Mayor

ATTEST:

RUSSELL WALL, City Clerk

(S E A L)

REQUEST FOR REZONING APPLICATIONSubject Property Address 18.21 acres on Shaw RoadOwner Clinton East, Inc.

Address _____

Phone # 601-924-5075Current Zoning District RIRequested Change R III**Requirements of Applicant:**

1. Letter stating reason for requested zoning change.
2. Copy of the written legal description.
3. Site plan of property.
4. Identification of property owners within 160 feet of subject property.
5. \$250.00 fee required for processing.

Criteria for Rezoning: (Section 2406.03 – Zoning Ordinance)

- (a). Show proof that a mistake was made in the original zoning.
“Mistake” in this context shall refer to a clerical or administrative error.
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning.

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 rezoning.

Clinton East Inc.
by Ed M. Donald
Signature

11-8-06
Date

10 Lakeland Circle
Jackson, Mississippi 39216
Phone: 601-414-4141
Fax: 601-414-4145

NIXON LAW FIRM, PLLC

October 27, 2006

Mr. Gary Ward
City of Clinton
Post Office Box 156
Clinton, MS 39060-0156

Re: R-1 to R-3 Residential Development on Shaw Road

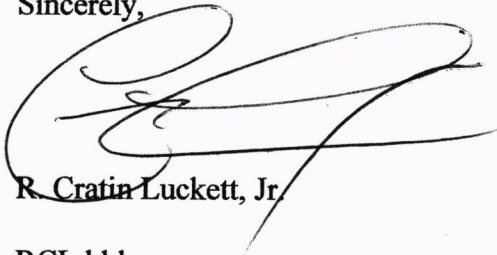
Dear Mr. Ward:

I trust this letter finds all is well with you. This letter shall serve as Stonebridge of Clinton, LLC's formal request to the City of Clinton to rezone property located on Shaw Road for residential development.

The construction of Easthaven subdivision which adjoins property on Shaw Road along with the apartments have caused a change in the character of the subdivision and will require the property located on Shaw Road to be rezoned from R-1 to R-3.

The subject property is currently under a contract contingent upon the City of Clinton's approval of the aforesaid residential rezoning. If you have any questions regarding the foregoing, please contact me at 601.414.4141.

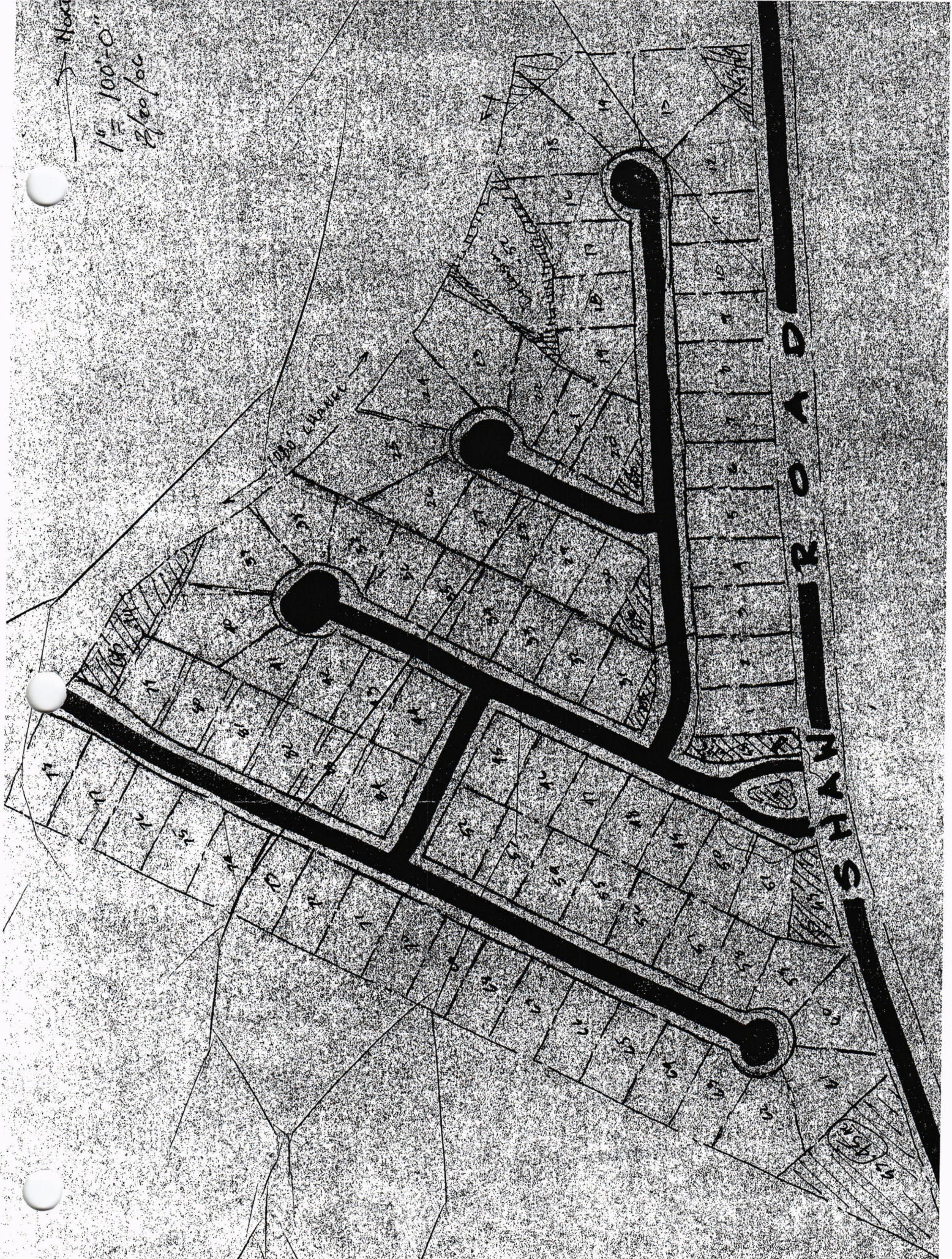
Sincerely,



R. Cratin Lockett, Jr.

RCL:bkf
Enclosures

→ Note
1" = 100'-0"
2/00/00



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

December 5, 2006

AGENDA ITEM NO.

7B

CONSENT AGENDA:

BOARD APPROVED

TO:

DEC 05 2006

FOR:

CITY OF CLINTON

ACCT. NO.:

DISCUSSION/ACTION: Request from Frank Fortner for preliminary plat approval for Quail Ridge Subdivision on the corner of Clinton-Tinnin Road and Quail Hollow Drive

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends to approve.

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

A

Barnett

✓

Mayor Aultman

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

December 5, 2006

AGENDA ITEM NO.

7C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.:

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

DISCUSSION/ACTION: Request from Tower Ventures V, LLC for a conditional use to construct a wireless communications tower on city lagoon site off Springridge Road.

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends to approve.

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

✓
✓
✓
✓
✓
A
✓

Mayor Aultman

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

**RESOLUTION APPROVING A CONDITIONAL USE TO
TOWER VENTURES V, LLC SERVICES FOR A TELECOMMUNICATIONS TOWER LOCATED
ON 1005 SPRINGRIDGE ROAD, CLINTON, MISSISSIPPI**

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

WHEREAS, Tower Ventures V, LLC, did file a request for a conditional use for the property located on 1005 Springridge Road at the City of Clinton old lagoon site for a telecommunications tower; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on November 28, 2006, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on November 28, 2006, adopted a motion to approve the request of Tower Ventures V, LLC for a conditional use of the property for a telecommunications tower that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinances; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Tower Ventures V, LLC for the property on 1005 Springridge Road for a telecommunications tower and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.
6. The Mayor and Board of Aldermen find that Section 1502 (a) of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.

7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.

The foregoing Resolution, having been reduced to writing, Alderman Brabham moved that said Resolution be adopted. Alderman Greer seconded. The vote was as follows:

Alderman Brabham voted: AYE
Alderman Hisaw voted: AYE
Alderman Greer voted: AYE
Alderman Bishop voted: AYE
Alderman Fisher voted: AYE
Alderman Morgan voted: ABSENT
Alderman BAANE II ~~Lott~~ voted: AYE

BOARD APPROVED
DEC 05 2006
CITY OF CLINTON

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

The foregoing ordinance was approved this the 5th day of DECEMBER 2006.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell Wall
Russell Wall, City Clerk

(SEAL)



**CLINTON TOWER SITE MS0901
LEGAL DESCRIPTIONS:**

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

Commencing at an old fence corner post that is the apparent Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 5 South, Range 1 West, Hinds County, Mississippi, at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 and run thence North for 81.78 ft.; thence run East for 67.13 ft. to a ½ inch rebar (set) at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 for a point of beginning; thence run NORTH for a distance of 50.00 ft. to a ½ inch rebar (set); thence run South 84 degrees 17 minutes 22 seconds East for a distance of 100.50 ft. to a ½ inch rebar; thence run SOUTH for a distance of 40.00 ft. to a ½ inch rebar; thence run WEST for a distance of 100.00 ft. to the point of beginning.

All lying and being in the Northeast Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 4500.00 square feet, 0.103 acres.

30 ft. Easement for Utilities, Ingress and Egress described as follows: Commencing at an old fence corner post that is the apparent Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 5 South, Range 1 West, Hinds County, Mississippi, at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 and run thence North for 81.78 ft.; thence run East for 67.13 ft. to a ½ inch rebar (set) at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80; thence run NORTH for a distance of 50.00 ft. to a ½ inch rebar for a point of beginning; thence run North 33 degrees 59 minutes 38 seconds West for a distance of 74.95 ft.; thence run North 04 degrees 50 minutes 39 seconds West for a distance of 112.69 ft.; thence run North 00 degrees 37 minutes 02 seconds East for a distance of 447.54 ft.; thence run North 13 degrees 16 minutes 42 seconds East for a distance of 65.87 ft.; thence run North 35 degrees 05 minutes 00 seconds East for a distance of 69.93 ft.; thence run North 05 degrees 35 minutes 42 seconds East for a distance of 111.36 ft.; thence run North 89 degrees 33 minutes 57 seconds West for a distance of 289.33 ft.; thence run South 87 degrees 36 minutes 10 seconds West for a distance of 461.95 ft.; thence run South 85 degrees 45 minutes 27 seconds West for a distance of 237.48 ft.; thence run North 89 degrees 04 minutes 51 seconds West for a distance of 432.07 ft. to the east edge of Springridge Road; thence run North 02 degrees 20 minutes 12 seconds East for a distance of 30.00 ft.; thence run South 89 degrees 04 minutes 50 seconds East for a distance of 429.66 ft.; thence run North 85 degrees 45 minutes 46 seconds East for a distance of 236.88 ft.; thence run North 87 degrees 36 minutes 12 seconds East for a distance of 463.40 ft.; thence run South 89 degrees 33 minutes 57 seconds East for a distance of 322.73 ft.; thence run South 05 degrees 35 minutes 42 seconds West for a distance of 152.08 ft.; thence run South 35 degrees 05 minutes 00 seconds West for a distance of 72.05 ft.; thence run South 13 degrees 16 minutes 42 seconds West for a distance of 56.61 ft.; thence run South 00 degrees 37 minutes 09 seconds West for a distance of 443.11 ft.; thence run South 04 degrees 50 minutes 39 seconds East for a distance of 103.28 ft.; thence run South 33 degrees 59 minutes 38 seconds East for a distance of 53.06 ft.; thence run

Exhibit "A"

South 84 degrees 17 minutes 22 seconds East for a distance of 86.42 ft.;
thence run South 05 degrees 42 minutes 38 seconds West for a distance of
30.00 ft. to a sip; thence run North 84 degrees 17 minutes 22 seconds
West for a distance of 100.50 ft. to the point of beginning.

Lying and being part in the Northeast and part in the Northwest Quarter
of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds
County, Mississippi, and contains 72349.61 square feet, 1.661 acres.

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

**RESOLUTION APPROVING A CONDITIONAL USE TO
TOWER VENTURES V, LLC SERVICES FOR A TELECOMMUNICATIONS TOWER LOCATED
ON 1005 SPRINGRIDGE ROAD, CLINTON, MISSISSIPPI**

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

WHEREAS, Tower Ventures V, LLC, did file a request for a conditional use for the property located on 1005 Springridge Road at the City of Clinton old lagoon site for a telecommunications tower; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on November 28, 2006, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on November 28, 2006, adopted a motion to approve the request of Tower Ventures V, LLC for a conditional use of the property for a telecommunications tower that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinances; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Tower Ventures V, LLC for the property on 1005 Springridge Road for a telecommunications tower and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.
6. The Mayor and Board of Aldermen find that Section 1502 (a) of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.

7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.

The foregoing Resolution, having been reduced to writing, Alderman Brabham moved that said

Resolution be adopted. Alderman Greer seconded. The vote was as follows:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Bishop voted:	<u>AYE</u>
Alderman Fisher voted:	<u>AYE</u>
Alderman Morgan voted:	<u>ABSENT</u>
Alderman ^{BARNE IT} Lott voted:	<u>AYE</u>

BOARD APPROVED
DEC 05 2006
CITY OF CLINTON

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

The foregoing ordinance was approved this the 5th day of DECEMBER 2006.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell Wall
Russell Wall, City Clerk

(SEAL)

**CLINTON TOWER SITE MS0901
LEGAL DESCRIPTIONS:**

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

Commencing at an old fence corner post that is the apparent Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 5 South, Range 1 West, Hinds County, Mississippi, at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 and run thence North for 81.78 ft.; thence run East for 67.13 ft. to a ½ inch rebar (set) at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 for a point of beginning; thence run NORTH for a distance of 50.00 ft. to a ½ inch rebar (set); thence run South 84 degrees 17 minutes 22 seconds East for a distance of 100.50 ft. to a ½ inch rebar; thence run SOUTH for a distance of 40.00 ft. to a ½ inch rebar; thence run WEST for a distance of 100.00 ft. to the point of beginning.

All lying and being in the Northeast Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 4500.00 square feet, 0.103 acres.

30 ft. Easement for Utilities, Ingress and Egress described as follows: Commencing at an old fence corner post that is the apparent Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 5 South, Range 1 West, Hinds County, Mississippi, at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 and run thence North for 81.78 ft.; thence run East for 67.13 ft. to a ½ inch rebar (set) at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80; thence run NORTH for a distance of 50.00 ft. to a ½ inch rebar for a point of beginning; thence run North 33 degrees 59 minutes 38 seconds West for a distance of 74.95 ft.; thence run North 04 degrees 50 minutes 39 seconds West for a distance of 112.69 ft.; thence run North 00 degrees 37 minutes 02 seconds East for a distance of 447.54 ft.; thence run North 13 degrees 16 minutes 42 seconds East for a distance of 65.87 ft.; thence run North 35 degrees 05 minutes 00 seconds East for a distance of 69.93 ft.; thence run North 05 degrees 35 minutes 42 seconds East for a distance of 111.36 ft.; thence run North 89 degrees 33 minutes 57 seconds West for a distance of 289.33 ft.; thence run South 87 degrees 36 minutes 10 seconds West for a distance of 461.95 ft.; thence run South 85 degrees 45 minutes 27 seconds West for a distance of 237.48 ft.; thence run North 89 degrees 04 minutes 51 seconds West for a distance of 432.07 ft. to the east edge of Springridge Road; thence run North 02 degrees 20 minutes 12 seconds East for a distance of 30.00 ft.; thence run South 89 degrees 04 minutes 50 seconds East for a distance of 429.66 ft.; thence run North 85 degrees 45 minutes 46 seconds East for a distance of 236.88 ft.; thence run North 87 degrees 36 minutes 12 seconds East for a distance of 463.40 ft.; thence run South 89 degrees 33 minutes 57 seconds East for a distance of 322.73 ft.; thence run South 05 degrees 35 minutes 42 seconds West for a distance of 152.08 ft.; thence run South 35 degrees 05 minutes 00 seconds West for a distance of 72.05 ft.; thence run South 13 degrees 16 minutes 42 seconds West for a distance of 56.61 ft.; thence run South 00 degrees 37 minutes 09 seconds West for a distance of 443.11 ft.; thence run South 04 degrees 50 minutes 39 seconds East for a distance of 103.28 ft.; thence run South 33 degrees 59 minutes 38 seconds East for a distance of 53.06 ft.; thence run

Exhibit "A"

South 84 degrees 17 minutes 22 seconds East for a distance of 86.42 ft.;
thence run South 05 degrees 42 minutes 38 seconds West for a distance of
30.00 ft. to a sip; thence run North 84 degrees 17 minutes 22 seconds
West for a distance of 100.50 ft. to the point of beginning.

Lying and being part in the Northeast and part in the Northwest Quarter
of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds
County, Mississippi, and contains 72349.61 square feet, 1.661 acres.

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 5, 2006 AGENDA ITEM NO. 70

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.:

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

DISCUSSION/ACTION: Request from Tower Ventures V, LLC for a preliminary site plan for a wireless communications tower on city lagoon site off Springridge Road.

INTRODUCED BY: Gary Ward TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: _____
Ordinance	Plans, Maps	_____
Resolution	Contract	_____

RECOMMENDATION: Planning and Zoning Commission recommends to approve.

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: A. Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham	<u>✓</u>	_____	_____
Hisaw	<u>✓</u>	_____	_____
Greer	<u>✓</u>	_____	_____
Bishop	<u>✓</u>	_____	_____
Fisher	<u>✓</u>	_____	_____
Morgan	<u>A</u>	_____	_____
Barnett	<u>✓</u>	_____	_____
Mayor Aultman	_____	_____	_____

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

REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address 1005 Springridge Road, Clinton, MS 39060

Owner Tower Ventures V, LLC

Address 401 Viscount Drive
Memphis, TN 38118

Phone # (901) 794-9494

Current Zoning District: A-1 (Agricultural)

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

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)

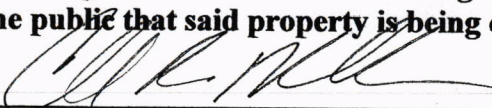
A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- (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.


Signature

11/01/2006
Date



Tower Ventures V, L.L.C.

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

City of Clinton
Planning Commission
202 North Leake St.
Clinton, MS 39056

November 2, 2006

To Whom It May Concern:

This letter is written on behalf of Tower Ventures V, L.L.C., proposing the construction of a 200' monopole telecommunications tower/facility located at 1005 Springridge Road in Clinton, Mississippi. The purpose of constructing this tower is to provide our client, Cellular South, tower space in order to generate greater cellular service to the southern portions of the City of Clinton.

Tower Ventures is working with the City of Clinton to obtain a lease agreement with the City to lease an approximate 50' x 100.50' x 40' x 100' (0.103 acre) portion of land to operate and maintain a telecommunications tower/facility.

Please make it known that should Tower Ventures be granted approval to construct this telecommunications tower, that said tower will be designed and constructed to accommodate for the future use of other wireless providers there by decreasing the number of cell towers in this area.

Please find all the required information as well as some additional information attached hereto in this package. It is Tower Ventures desire that the City of Clinton's Planning Commission grant approval to construct this site.

Sincerely,

Chad R Mullen
Agent for Tower Ventures

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

APPLICANT'S STATEMENT

Tower Ventures V, L.L.C., is a Tennessee based tower company with home offices located in Memphis, TN, that has a substantial number of telecommunications towers located throughout the southeast. Tower Ventures is a Build – To – Suit “B.T.S.” company who primary objective is to construct towers to meet the needs of their clients/cellular providers. We pride ourselves in providing our clients with extraordinary service and speed to market. At the present time, Cellular South has limited signal coverage on the south side of the City of Clinton. Cellular South’s growth of customer base is expanding and needing to include South Clinton and surrounding properties as well as commercial operations and residents throughout this portion of the City. There are no existing towers or other structures within the area suitable for co-location of Cellular South's antennas. To provide continuous coverage, it is necessary to construct a tower site.

It is for this reason that we now propose to the City of Clinton to allow for a Conditional Use permit for the construction of a new telecommunications tower on the subject property location. The requested Conditional Use permit is applied for by Tower Ventures, whose principal offices are located at 4091 Viscount Avenue, Memphis, TN 38118, 901-794-9494.

Tower Ventures proposes to construct a new 200’ monopole tower in the NE ¼ of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, MS. Specifically located at 1005 Springridge Road, Clinton, MS 39060. This location would promote signal on the south side of Clinton to include the surrounding homes and businesses in this area.

The proposed 200’ monopole tower/facility would be within a secured 40' x 40' compound, connected by a 12' wide driveway for vehicular and utility access from Springridge Road. The facility will be unmanned. Necessary utilities will be electric power and telephone. The construction of this telecommunications tower/facility site will be in compliance with all local, state and federal codes and requirements-FAA, FCC, etc. The tower structure and site compound will be constructed to allow for the co-location of four additional tenants.

Tower Ventures business practices and those of its agents and contractors are in strict compliance with all local and state laws. Proof of all licenses and bonds necessary to demonstrate Tower Ventures activities will be presented for the City’s approval upon request by the City’s Building Official.

SELECTED SITE

Cellular South has selected its candidate location. Guidance for the candidate site selection was achieved with the aid of a computer model that has considered signal strength, topography and geographic position in relationship to Cellular South's other proposed and existing sites. Then, by comparison to other available towers and structures, location of high traffic corridors and capacity demand of customer base, site selection was conclusive and a search area map was then issued for the construction of the tower site.

The proposed site, presently owned by the City of Clinton, is located on the east side of Springridge Road and is located at the City's waste water treatment facility. The subject property is identified as Tax Map Parcel No. 2862-165-1 being situated the NE ¼ of Section 5, T-5-S, R-1-W all being in the City of Clinton, Hinds County, MS. Access to the tower site facility will be from Springridge Road.

Tower Ventures proposes that the compound interior be covered with crushed stone, thus making the facility as neutral as possible and promoting maintenance practices. For security purposes, it is Tower Ventures design criteria to fence its compounds with cyclone-type mesh fencing, topped with strands of wire creating a non-climb environment.

The 200' monopole tower and foundations are to be constructed to the specified requirement of the ANSI/EIA/TIA-222 latest revised standard. This is the national industry standard for design-accepted universal within the U.S. for steel structural towers and antenna supporting structures.

At the request of the City of Clinton, the tower manufacturer's production design drawing has been submitted, demonstrating evidence that the tower will be designed and constructed to support a maximum number of carrier attachment platforms based on height of tower, thus confirming co-location potential. The certifying engineer will furnish a statement of design code compliance upon request by the City's building official.

The required FCC Tower Registration Number, in addition to the owner identification signage denoting emergency contact information, will be posted and marked on the tower site compound fence. Electrical and telephone utilities giving service to the site will be located from near available utility service points at the street rights-of-way inboard to the compound fence. Electrical power meter and junction panels will be located safely inside the secured compound fence.

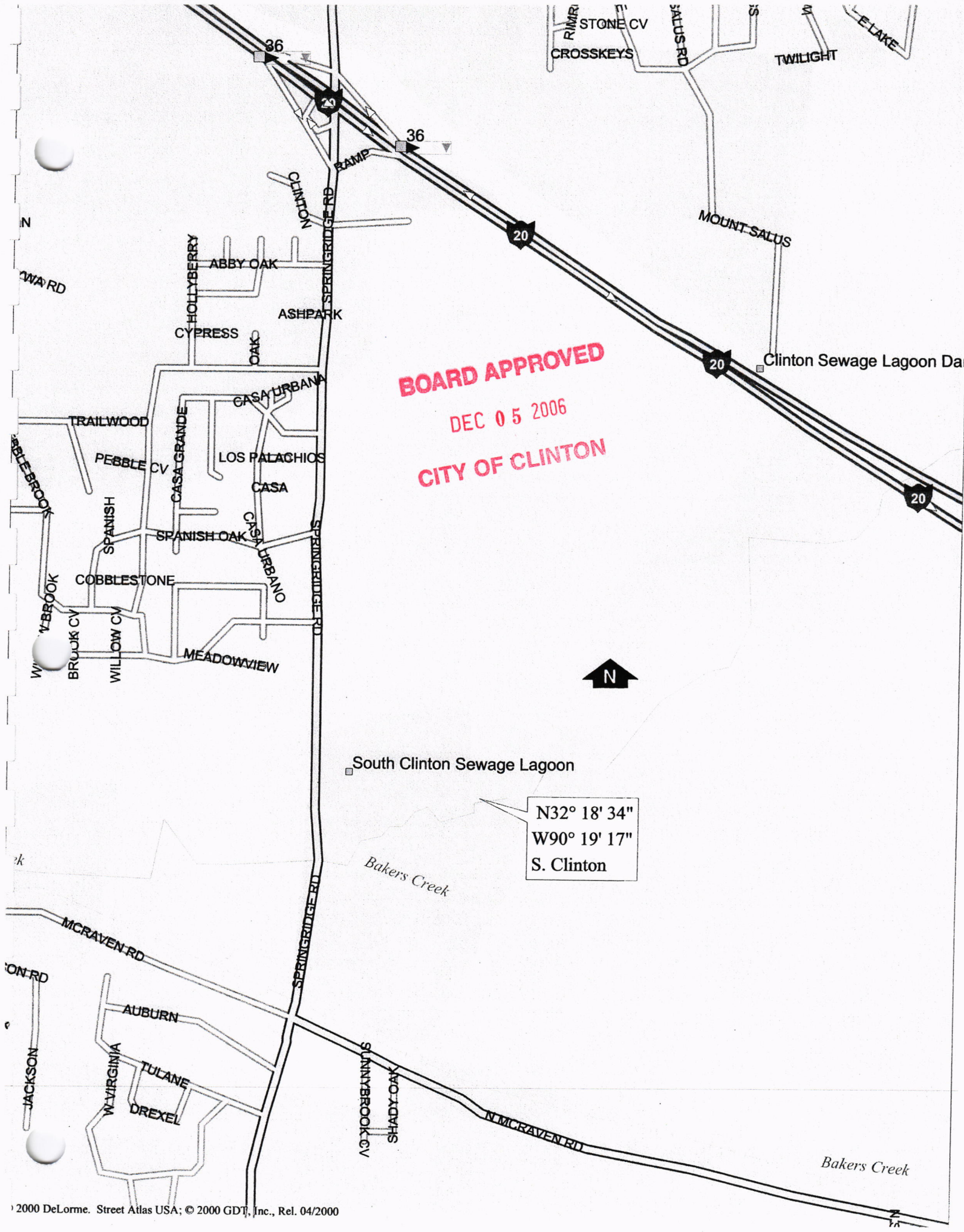
The tower facility operation will not alter the normal neighborhood traffic. There is no trade or manufacturing activity associated with the facility's presence. Therefore, no additional vehicular traffic will be generated because of the tower site's presence. Adequate parking space is provided outside the site compound gate to accommodate occasional operational service vehicles.

The public safety, health and welfare are protected by the extreme design measures qualifying the proposed tower at this location.

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON



BOARD APPROVED
DEC 05 2006
CITY OF CLINTON

N32° 18' 34"
W90° 19' 17"
S. Clinton

PLAT OF SURVEY PREPARED FOR:
CELLULAR SOUTH REAL ESTATE, INC
125 SOUTH CONGRESS, SUITE 1000
JACKSON, MISSISSIPPI 39201

OF THE
CLINTON, MS \ MS0901

NE 1/4 SEC. 5, T-5-N, R-1-W,
HANTS COUNTY, MISSISSIPPI
SCALE 1"=30' 09/22/2005

SPRINGGROVE ROAD

TELEPHONE SERVICE

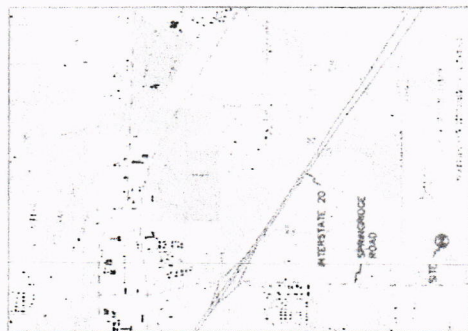
L11 L12 L13 L14 L15 L16 L17

0' 30' 60' 90'

A CLASS "A" SURVEY

51 OF 57. GEOGRAPHIC LOCATION AND ELEVATIONS WERE DETERMINED BY OPUS SOLUTION AND BASED ON NAD83 AND NAVD88 THIS SURVEY AND PLAT ARE COPYRIGHTED © NO TITLE WORK WAS DONE BY LANDMARK SURVEYING

BOARD APPROVED
DEC 05 2006
CITY OF CLINTON



WSPS 2423
 LANDMARK SURVEYING
 P.O. BOX 1526
 SALTILO, MS 38866
 662-869-2478

PLANNING AND ZONING COMMISSION

Clinton, Mississippi
Tuesday, November 28, 2006
7:00 P.M.
Municipal Courtroom
305 Monroe Street

BOARD APPROVED
DEC 05 2006
CITY OF CLINTON

Minutes

Present: Chairman Jim Martin, Ottawa Carter, Mark Williams, Kathy Peace, Gary Ward-Director of Community Development and Ken Dreher – City Attorney

Call to Order

The meeting was called to order at 7:00pm by Chairman Martin.

Consideration and approval of October 24, 2006 Minutes.

MOTION was made by Mark Williams to approve the Minutes of the October 24, 2006 meeting. SECOND by Kathy Peace, none opposed. MOTION carried UNANIMOUSLY.

New Considerations

1. Request to rezone 18.212 acres on Shaw Road, north of Highway 80, from R1-Single Family to R3-Patio Home. Said property is part of Easthaven Subdivision. Representative: Corey Presley and Cratin Luckett, Developers

Property is on the west side of Shaw Road. It adjoins an apartment complex on the south side and Easthaven subdivision on the west side. R1 requires 11,500 sq ft lots and R3 requires 6,000 sq ft lots. With an R3 zoning the property could have 83 lots with 1.8 +/- acres of green space.

Clinton East, LLC is proposing to build 1400 sq ft minimum houses. This size will be compatible with Easthaven Subdivision. There will be one entrance off Shaw Road, location not confirmed yet and Hathaway Drive will be extended as another entrance. They are proposing to add a turn lane on Shaw Road to aid in the increased traffic. They are also proposing to concrete the ditch that runs along the backside of Patio Place.

As required in section 2406 (b) of the City's Zoning Ordinance, Mr. Luckett stated there was a change in the neighborhood with the construction of Sherwin Williams on Highway 80 (C2) and of course the apartments that were built prior to the adoption of the current zoning ordinance. Also, on the Jackson side of Shaw Road, apartments have been built and there is a development of 41 housing units to be built. They feel there is a need for housing in this price range.

A public hearing was held and no opposition was expressed. However, residents did voice their concerns regarding drainage and increased traffic. Those speaking were: Kelvin Thigpen, 607 Church Street; Barbara Gordon, 608 Hathaway Drive; James Estes, 409 Patio Place; James Coker, 419 Patio Place; Eric Fowler, 410 Patio Place; Kevin Harris, 420 Patio Place; George Brooks, 408 Patio Place and William Cruse, 412 Patio Place.

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen to deny the request to rezone the 18.212 acres on Shaw Road from R1-Single Family to R3-Patio Home due to failure to meet the criteria for granting a rezoning as stated in the City of Clinton's Zoning Ordinance Section 2406.03. SECOND by Mark Williams. None opposed, MOTION carried UNANIMOUSLY.

2. Request for preliminary plat approval, Quail Ridge Subdivision, corner of Clinton/Tinnin Road and Quail Hollow Drive. Representative: Frank Fortner, Owner-Developer

Frank Fortner is proposing to develop a 9-lot subdivision on the corner of Clinton-Tinnin Road and Quail Hollow Drive. Current zoning is A1 – Agriculture. Lots would be a minimum of 1 acre with a 2500 square foot minimum house. Entrance would be a common driveway off of Clinton-Tinnin.

A public hearing was held and no opposition was expressed.

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen to approve the request for the preliminary plat of Quail Ridge Subdivision. SECOND by Ottawa Carter. None opposed, MOTION carried UNANIMOUSLY.

3. Request for conditional use to construct a wireless communications tower on City lagoon site off Springridge Road. Representative: Chad Mullen, Tower Ventures V, LLC.

Tower Ventures V, LLC is proposing to construct a 200-foot monopole wireless communications tower on the southwest corner of the city lagoon site off Springridge Road. There will be four additional tenant spaces available.

Chad Mullen added the tower would not be lit because FAA does not require a tower under 200 feet to have lighting.

A public hearing was held and no opposition was expressed.

MOTION was made by Mark Williams to recommend to the Mayor and Board of Aldermen that approval of the request for conditional use to construct a wireless communications tower on City lagoon site off Springridge Road be granted. SECOND by Ottawa Carter. None opposed. MOTION carried unanimously.

3a. Request for preliminary site plan approval. Representative: Chad Mullen, Tower Ventures V, LLC

MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen that approval of the preliminary site plan for a wireless communications tower on City lagoon site off Springridge Road be granted. SECOND by Ottawa Carter. None opposed. MOTION carried UNANIMOUSLY.

Other Business

There was no other business to be discussed.

Next Meeting

The next meeting will be held on Tuesday, January 23, 2007 beginning at 7:00pm.

Adjournment

MOTION was made by Ottawa Carter to adjourn. SECOND by Kathy Peace. None opposed. MOTION carried UNANIMOUSLY.

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET1

BOARD MEETING DATE: December 5, 2006
AGENDA ITEM NO.:

8

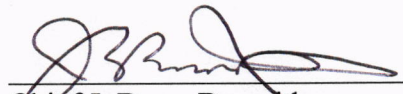
CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:


Chief J. Barry Burnside

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

DISCUSSION/ACTION – Acceptance of \$4,605.00 donation from Duke Energy Foundation for purchase of three exercise bikes for stations/misc. equipment (932)
INTRODUCED BY –

BOARD ACTION:

MOTION MADE BY:

Barnett

SECONDED BY:

Bishop

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

☒

Hisaw

☒

Greer

☒

Bishop

☒

Fisher

☒

Morgan

☒

Barnett

☒

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CITY OF CLINTON AGENDA ITEM FACT SHEET1

BOARD MEETING DATE: December 5, 2006

AGENDA ITEM NO.:

9

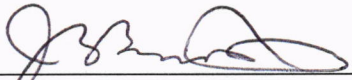
CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:


Chief J. Barry Burnside

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

DISCUSSION/ACTION – Acceptance of \$1,250.00 donation from Wal Mart for purchase of Smoke Alarms for senior citizens and the disabled.

INTRODUCED BY –

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Barnett

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

A

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

WAL-MART FOUNDATION
702 S.W. 8th Street
BENTONVILLE, ARKANSAS 72716

BANK OF BENTONVILLE
BENTONVILLE, AR
81-701 / 829

DATE OF CHECK	CHECK NUMBER
10/06/2006	1287249

CHECK AMOUNT
\$ *****1,250.00

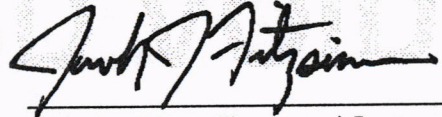
Void After 180 Days

ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS

TO
THE
ORDER
OF

CITY OF CLINTON FIRE DEPARTMENT
CLINTON MS

1710 - 8891



Senior V.P. - Finance and Treasurer

⑈ 1287249⑈ ⑆ 082908816⑆

95525192⑈

BOARD APPROVED
DEC 05 2006
CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET1

BOARD MEETING DATE: December 5, 2006
AGENDA ITEM NO.:

10

CONSENT AGENDA:

TO:

BOARD APPROVED

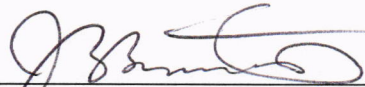
FOR:

DEC 05 2006

ACCOUNT NO.:

CITY OF CLINTON

INTRODUCED BY:


Chief J. Barry Burnside

DISCUSSION/ACTION – Acceptance of \$261.57 donation from Fred's for purchase of Public Education items. (pencils)

INTRODUCED BY –

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Bishop

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

A

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CLINTON FIRE DEPT, 910 OLD VICKSBURG RD., CLINTON

MS 39056

(753290)

MEMO	INVOICE DATE	INVOICE NUMBER	AMOUNT	DISCOUNT	NET AMOUNT
753290 CLINTON FIRE DEP *	10/31/06	1255-FIRE	\$261.57	\$0.00	\$261.57
			BOARD APPROVED		
			DEC 05 2006		
			CITY OF CLINTON		
TOTALS:			\$261.57	\$0.00	\$261.57

Page 1 of 1

Fred's, Inc. • 4300 New Getwell Road • Memphis, TN 38118-0356

Detach at Perforation Before Depositing Check

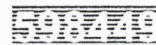
REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BURGUNDY ARE PRESENT.

4300 New Getwell Road
Memphis, TN 38118Regions Bank
Memphis, TN

26-8/840

CHECK NO.



DATE

11/13/2006

PAY *Two Hundred Sixty One and 57/100 Dollars*TO
THE
ORDER
OFCLINTON FIRE DEPT
910 OLD VICKSBURG RD.
CLINTON MS 39056
(753290)

Amount

\$ *****261.57

⑈00598449⑈ ⑆084000084⑆ 0000953377⑈

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 5, 2006

AGENDA ITEM NO. 11

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY: Mayor Aultman

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

DISCUSSION/ACTION: Legislative approval of muni-retirement changes (resolution for local and private legislation).

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Barnett

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

A

Barnett

✓

Mayor Aultman

✓

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

DEC 05 2006

CITY OF CLINTON

**RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE
TO AMEND THE CITY OF CLINTON POLICE AND FIREMEN'S
DISABILITY AND RELIEF SYSTEM TO ALLOW AN INCREASE IN
BENEFITS FOR RETIREES UNDER CERTAIN CIRCUMSTANCES**

WHEREAS, the City of Clinton Police and Firemen's Disability and Relief System ("System") contains a maximum amount of retirement benefits that a retiring member may receive regardless of the amount of compensation that the employee was earning at the time of retirement; and,

WHEREAS, it is the intent of the City of Clinton to treat members of this "System" in a similar manner, to the extent it is both possible and economically feasible, as those municipal employees who are members of the Public Employees' Retirement System; and,

WHEREAS, the Public Employees' Retirement System allows for benefits of 2.5% of average compensation for all years of creditable service over twenty-five (25) years; and,

WHEREAS, similar retirement benefits should be allowed to retirees under the System.

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

The Legislature of the State of Mississippi is hereby requested to amend the legislation governing the City of Clinton Police and Firemen's Disability and Relief System, to provide that average compensation for each year of credited service over thirty (30) years be extended to a maximum benefit of 87% by providing a 1.7% of average compensation for each year over thirty (30) years. In no event shall any increase be made unless the System is financially and actuarially sound.

BOARD APPROVED

DEC 05 2006

The City Clerk is hereby authorized and directed to send a ~~certified copy of this~~ resolution to the appropriate legislative representative of the City of Clinton to seek the assistance of those officials in implementing the requested change.

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

Alderman Brabham:	<u>AYE</u>
Alderman Hisaw:	<u>AYE</u>
Alderman Greer:	<u>AYE</u>
Alderman Bishop:	<u>AYE</u>
Alderman Fisher:	<u>AYE</u>
Alderman Morgan:	<u>ABSENT</u>
Alderman Barnett:	<u>AYE</u>

Whereupon the Mayor declared the Resolution approved and adopted, this the 5th day of December 2006.

CITY OF CLINTON, MISSISSIPPI

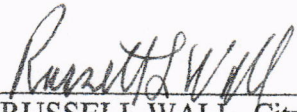
By: Rosemary G. Aultman
Rosemary Aultman, Mayor

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

ATTEST:

By: 
RUSSELL WALL, City Clerk

RESOLUTION-POLICE.FIRE.DIS
12/04/06-JBELL

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 5, 2006

AGENDA ITEM NO.

12

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DB

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

DISCUSSION/ACTION: Donation from Duke Energy Foundation in the amount of \$6,260.00 to purchase 20 Microsoft Streets and Trips 2006 with GPS Locator, also 8 Magellan RoadMate 360 GPS Systems.

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY:

Bishop

SECONDED BY:

Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

A

Barnett

✓

Mayor Aultman

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AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 5, 2006

AGENDA ITEM NO. 13

Discussion/Action/Recommendation: Authorization to declare 1995 Ford Backhoe
655D(Serial Number A435515) as
surplus property and authorization to
sale by advertisement of sealed bids

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

ACCT. NO.

INTRODUCED BY: Tim Rogers, Director of Public Works TELEPHONE: 924-2239

EXHIBITS FOR REVIEW

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other :

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Barnett

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

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Mayor Aultman

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 5, 2006

AGENDA ITEM NO. 14

CONSENT AGENDA: \$

TO:

FOR:

BOARD APPROVED

ACCOUNT NO.:

DEC 05 2006

INTRODUCED BY:

CITY OF CLINTON

DISCUSSION/ACTION: Final Resolution for close out of Sewer Rehabilitation Project and Public Works Facility SRF Project No. C280805-03

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

“AYE”

“NAY”

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

A

Barnett

✓

Mayor Aultman

10

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.S.
Gregory A. Gearhart, P.E., D.E.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.
John C. Perry, P.E.

November 29, 2006

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

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

Re: City of Clinton Sewer Rehabilitation
SRF # C2800805-03-0
WGK# E04-177

Dear Richard:

Enclosed is the Resolution to accept the Sewer Rehabilitation Project and the Public Works Facility, SRF Project No. C280805-03. Please present this resolution at the next board meeting of the Board of Alderman for approval and execution.

If you have any questions please call me at 925-4444.

Sincerely:

WILLIFORD, GEARHART & KNIGHT, INC.

William S. (Bill) Gilliland
Sr. Engineering Assistant

Pc: Derrick Milner, Assistant City Engineer
Tommy Trapp, Insituform Technologies Inc.

BOARD APPROVED

RESOLUTION

DEC 05 2006

CITY OF CLINTON, MISSISSIPPI

CITY OF CLINTON

AUTHORIZING THE ACCEPTANCE OF
THE SEWER REHABILITATION PROJECT
AND THE PUBLIC WORKS FACILITY PROJECT
SRF Project No.C280805-03

BE IT RESOLVED BY THE CITY OF CLINTON:

That Mayor Rosemary Aultman is authorized to accept the Sewer Rehabilitation Project and the Public Works Facility Project, SRF Project No. C280805-03.

Alderman Hisaw moved and Alderman Greer seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

<u>Jehu W. Brabham</u>	<u>AYE</u>
<u>Tony Hisaw</u>	<u>AYE</u>
<u>Tony Greer</u>	<u>AYE</u>
<u>Mike Bishop</u>	<u>AYE</u>
<u>Phil Fisher</u>	<u>AYE</u>
<u>Mike Morgan</u>	<u>ABSENT</u>
<u>Bill Barnett</u>	<u>AYE</u>

The motion to adopt the resolution, having received the vote shown above, was declared carried.

This 5th day of DECEMBER 2006.

Signed:

Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell Wall
Russell Wall, City Clerk

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 5, 2006

AGENDA ITEM NO. 15

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

DEC 05 2006

ACCOUNT NO.:

CITY OF CLINTON

INTRODUCED BY:

DISCUSSION/ACTION: Arrow Drive Supplemental Agreement #1

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Hisaw

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

A

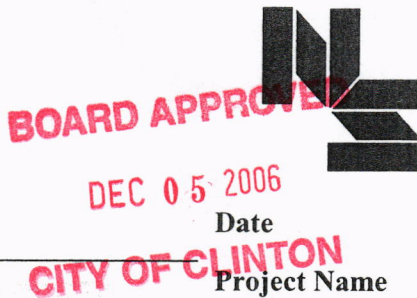
Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

Letter Of Transmittal



Neel-Schaffer, Inc.
Engineers – Planners
P. O. Box 22625
Jackson, MS 39225-2625
(601) 948-3071
FAX NO. (601) 948-3178
10/18/06

Richard Broome, P.E.

City Engineer

Clinton, MS

Date

Project Name

Arrow Drive &

Northside Dr. at Cynthia Rd.

N-S Proj. No.

00.05177.100

Client Proj. No.

TCSP-7306-00(002) & (003)

WE ARE SENDING YOU THE FOLLOWING:

Submittal No.		X	Attached		Separately via:
	Shop Drawings		Plans		Specifications
	Copy of Letter		Change Order	x	Other: Supp. Agreement #1
O=	Original	These are transmitted as checked below: As Requested ☒ For Approval For Review & Comment ☐ For Use/Information			
PC=	Photocopy				
PR=	Print				
R=	Reproducible				

No.	Type	Date	Description
1	O	10/18/06	Supplemental Agreement #1

REMARKS Richard, please have Mayor Aultman sign the supplemental agreement where indicated. Please, return the agreement to me or Mark Bailey.

Thanks

Copy: File

NEEL-SCHAFFER, INC

By: Stephanie S. Vivians

If enclosures are not as noted, please notify us at once.

SUPPLEMENTAL AGREEMENT CERTIFICATION

BOARD APPROVED

Supplemental Agreement Number 1

DEC 05 2006

State of Mississippi

County: Hinds

CITY OF CLINTON

Local Public Agency (LPA): The City of Clinton

Project Number: TCSP-7306-(002)/TCSP-7306-(003)

Project Description:

Arrow Drive Extension: This project consists of a 1/2 mile connection of two lanes from Clinton High School to the Natchez Trace Parkway; Northside at Cynthia Road Improvements.

A. Availability of Funding:

Chief LPA Official's Name: Rosemary Aultman, Mayor

I, Rosemary Aultman, Mayor do hereby certify that the MDOT Planning Division has verified the availability of federal-aid funds for the work to be accomplished under the attached supplemental agreement. I also certify that no work included was accomplished prior to the execution of the supplemental agreement (I understand that any work accomplished prior to the execution of the supplemental agreement shall be "non-participating").

Rosemary G. Aultman
Chief LPA Official (signature)
Mayor
Title

This the _____ day of _____, _____

B. Design

Design Professional's Name: Mark G. Bailey

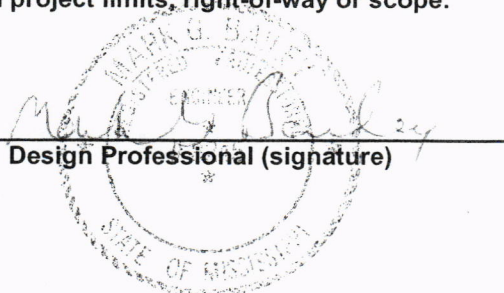
I, Mark G. Bailey, hereby certify that the plans and specifications for the work to be accomplished under the attached supplemental agreement:

1. Have been designed in compliance with the Design Standards and Guidelines as shown on the approved LPA Roadway Design Related Data (RWD-700) and/or LPA Non-Roadway Design Related Data (RWD-800) submitted with the approved Project Activation Request (PAR) including any notes or comments added to the forms as a condition of the approval.
2. Have incorporated no substandard designs for which a design exception has not been approved.
3. Incorporate and meet all requirements of the approved Environmental Document.
4. Include no construction activity outside of the original project limits, right-of-way or scope.

Professional stamp/seal

This the 12th day of Oct, 2006

Mark G. Bailey
Design Professional (signature)



BOARD APPROVED**The City of Clinton, Mississippi**
Supplemental Agreement No. 1**DEC 05 2006**

WHEREAS, WE, Hemphill Construction Co., Inc., Contractors, and **Federal Insurance Company**, Surety, entered into a contract with the City of Clinton, Mississippi, LPA, on the 28th day of October 2006, for the construction of Federal Aid Project No. TCSP-7306-(002)/(003), Hinds county; and

WHEREAS: There has been a recognized need for an additional contract item and a quantity adjustment to other items in order to complete the project; and

WHEREAS: The Contractor has agreed to furnish said items with payment to be paid at the following price for the additional items:

1. 907-607-BU-SA1 Commercial Grade White Plastic Fence @ \$20.00 per LF;
2. 907-601-B-SA1 Inlet Modifications @.....\$3806.00 per LF;
3. 907-603-CA-SA1 Pipe Extension with flared end and concrete @.....\$7025.32 per LF;
4. 907-809-C-SA1 Retaining Wall Modification @\$8590.00 per LF;
5. 907-606-N-SA1 Bollard Guard Post @.....\$250 per EA.

WHEREAS: These changes are needed for the following reasons:

1. The original plans called for 60" Type IV Chain Link Fence, Class I; however, the City of Clinton has requested that a Commercial Grade White Fence is installed as opposed to what is shown in the plans.
2. Per the Engineer's request, the elevation of the proposed inlet in place shall be raised to decrease the elevation difference between the sidewalk and the inlet.
3. Add an additional layer of the concrete modular block, approximately 100 linear feet, to increase the elevation difference between the top of the raised inlet at station 17+12.80 and the retaining wall in place.
4. The City of Clinton has requested that the curb and gutter be extended

BOARD APPROVED**DEC 05 2006****CITY OF CLINTON**

along the radius of West Cascade Circle. Therefore there is a need to add 8 linear feet of pipe with a flared end section to the existing pipe which runs under West Cascade Circle. Since the proposed pipe extension will extend into the existing lake there is also a need for the Contractor to place a limestone bedding before installing the pipe. Rip rap and a concrete flume are also included in this item.

5. The original Arrow Drive plans did not call for bollard guard posts; however, per the MDOT directions during the final inspection, bollard guard posts are needed at the west end of the multipurpose trail to block vehicles access onto to the trail.

WHEREAS

The following price justification is given to explain the previous costs and work indicated.

1. The price of the Commercial Grade White Fence item includes the manufacturing, shipment, and installation by the contractor. The previous planned 60" Type IV Chain Link Fence will not be installed and will be a quantity of zero on the final quantity sheet.
2. The price of the Inlet Modification includes labor, equipment, and rental.
3. The price of the Retaining Wall includes labor, equipment, and material.
4. The price of the Pipe Extension at West Cascade Circle includes labor, equipment, material, and a subcontractor's fee.
5. The price of the bollards includes labor, equipment, and material.

NOW, THEREFORE: It is mutually agreed that the Contractor will furnish the unit quantity required at the stated unit price.

WHEREAS: It is agreed that 7 additional work days are required to make the previously described improvements.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, HEMPHILL CONSTRUCTION COMPANY, INC., Contractors, hereby agrees to said Supplemental Agreement consisting of the above-mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

BOARD APPROVED

Dated, this 26th day of Sept, 2006.

DEC 05 2006

FEDERAL INSURANCE COMPANY
SURETY

CITY OF CLINTON
HEMPHILL CONSTRUCTION CO., Inc.
CONTRACTOR

By: _____

By: _____

RECOMMENDED FOR APPROVAL:

Mark Bailey
PROJECT PROFESSIONAL

Rosemary G. Auetman
LPA OFFICIAL

APPROVED: 10/13, 2006

LPA of the City of Clinton
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET

BOARD APPROVED**DEC 05 2006****CITY OF CLINTON**PROJECT NO.: TCSP-7306-(002)/TCSP-7306-(003)COUNTY: Hinds

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-601-B-SA1

There is a need to raise the grade of the B-9 inlet at station 17+12.80

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-809-C-SA1

There is a need to install an additional layer of the module concrete blocks along the retaining wall from approximately station 16+25 to 17+25. This is required to maintain an elevation difference between the retaining wall and the B-9 inlet.

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-603-CA-SA1

There is a need to extend the 18" side drain that runs under West Cascade Circle. It is also required that a flared end section is installed at the end and a concrete flume is placed on top of the pipe. In addition, rip-rap and a limestone bedding are required because the downstream of this drainage system is in the Cascade Lake.

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-607-BU-SA1

There is a need to install a commercial grade white plastic fence along the retaining wall. Per the Owner's request, this fence is to replace the plan item number 907-607-BU (60" type IV Chain Link Fence).

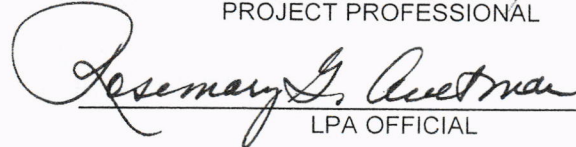
DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-606-N-SA1

There is a need, per the Engineer's request, to install bollard guard posts on the west end of the multipurpose trail that runs along Arrow Drive.

JUSTIFICATION OF UNIT PRICES SUBMITTED

The prices as shown in the detail attached is for labor, equipment, and material for the Commercial Grade Plastic Fence, the Modification of the Inlet located near the retaining wall, the Pipe Extension at West Cascade Circle, Modification of the Retaining Wall, and the Bollards.


PROJECT PROFESSIONAL


LPA OFFICIAL

LPA of the City of Clinton, Hinds County

SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL SHEET

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

PROJECT NO.: TCSP-7306-(002)/ TCSP-7306-(003)

COUNTY: Hinds

DETAIL ANALYSIS OF UNIT PRICES

See Attachments A, B, and C

CONTRACTOR

ATTACHMENT A
Change Order No. 1
October 16, 2006

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

COST BREAKDOWN

PAY ITEM 907-601-B-SA1 Inlet Modification at Wall

Labor	\$ 2,100.00	Overhead & Profit 15%	\$ 570.93
Equipment	\$ 716.00	Tax 3.5%	\$ 133.22
Material	-	Bond 1%	\$ 38.06
Rental	\$ 248.00		
Subcontract	-	Total Per LS	\$ 3,806.21
	<u>\$ 3,064.00</u>	Total LS	1
			\$ 3,806.21

PAY ITEM 907-809-B-SA1 Retaining Wall Modifications

Labor	\$ 3,555.00	Overhead & Profit 15%	\$ 1,288.51
Equipment	\$ 2,300.00	Tax 3.5%	\$ 300.65
Material	\$ 1,060.00	Bond 1%	\$ 85.90
Rental	-		
Subcontract	-	Total Per LS	\$ 8,590.06
	<u>\$ 6,915.00</u>	Total LS	1
			\$ 8,590.06

PAY ITEM 907-606-N-SA1 Bollard Guard Posts

Labor	\$ 125.29	Overhead & Profit 15%	\$ 37.50
Equipment	\$ 24.96	Tax 3.5%	\$ 8.75
Material	\$ 51.00	Bond 1%	\$ 2.50
Rental	-		
Subcontract	-	Total Per LS	\$ 250.00
	<u>\$ 201.25</u>	Total EA	6
			\$ 1,500.00

HEMPHILL CONSTRUCTION COMPANY

P.O. DRAWER 879
FLORENCE, MS 39073-0879

BOARD APPROVED**DEC 05 2006**

UNIT COST BREAKDOWN
ALL METRO FENCE COMPANY

CITY OF CLINTON

TCSP-7306-(002)
THE CITY CLINTON, MISSISSIPPI

PAY ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION	UNIT COST	ITEM TOTAL
907-607-BU-SA1	1040	LF	Commercial Grade Plastic Fence	\$ 20.00	\$ 20,800.00

SUBCONTRACTOR TO DO PARTIAL WORK ON THE ABOVE ITEM:

All Metro Fence Company
(Cost Materials and Labor) \$ 15.50 \$ 16,120.00

Hemphill Construction Company

Labor	\$ 0.35	\$ 364.00
	\$ 0.25	\$ 260.00
Tax and Bond	\$ 0.90	\$ 936.00
Overhead and Profit	\$ 3.00	\$ 3,120.00

TOTAL UNIT BID COST

\$ 20.00	\$ 20,800.00
----------	--------------

HEMPHILL CONSTRUCTION COMPANY

P.O. BOX 879
FLORENCE, MS 39073

BOARD APPROVED

PROJECT NO. TCSP-7306-(002)
THE CITY OF CLINTON, MISSISSIPPI

DEC 05 2006

CITY OF CLINTON

BREAKDOWN OF ITEM
PAY ITEM NO. 907-603-CA-SA1
UNIT: LUMP SUM
QUANTITY: 1
PRICE: \$7025.32

SUBCONTRACTORS:

TRIANGLE MAINTENANCE
(Place the concrete flume)

\$ 800.00

SUB-TOTAL

\$ 800.00

HEMPHILL CONSTRUCTION COMPANY

(Labor, Equipment, and Material)

Labor	\$ 1,855.00
Materials	\$ 2,150.00
Equipment	\$ 850.38
Bond and Taxes	\$ 316.14
Profit & Overhead	<u>\$ 1,053.80</u>

TOTAL BID PRICE

\$ 7,025.32

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

DEC 05 2006

QUANTITY ADJUSTMENT NO. 1-B

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

CITY OF CLINTON

5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	403-A Hot Mix Asphalt, HT, 19 mm Mix	1,792	1,669	-123	TON	60.00	-7,366.20
Reason: Quantity underrun.							
2	403-B Hot Mix Asphalt, HT, 9.5 mm Mix, Leveling	35	382	347	TON	100.00	34,666.00
Reason: Quantity overrun. More leveling was needed along Northside Drive.							
3	406-A Cold Milling of Bituminous Pavement, All Depths	6,046	3,612	-2,434	SY	3.50	-8,519.00
Reason: Quantity underrun.							
4	503-C Saw Cut, Full Depth	722	1,085	363	LF	5.00	1,815.00
Reason: Quantity overrun.							
5	601-B Class "B" Structural Concrete, Minor Structures	68	73	5	CY	1,350.00	7,155.00
Reason: Quantity overrun.							
6	602-A Reinforcing Steel	5,860	6,658	798	LB	0.25	199.50
Reason: Quantity overrun.							

6.	Original Cost Estimate for Project: Dated <u>10/28/2005</u>	\$ <u>2,215,712.50</u>
7.	Changes by Previous Quantity Adjustment(s) <u>QA1-A</u>	\$ <u>9,645.06</u>
8.	Changes This Quantity Adjustment <u>QA1-B</u>	\$ <u>27,855.35</u>
9.	a. Original Construction Engineering and Contingencies	\$ <u>0.00</u>
	b. Less - Total of All Quantity Adjustments to Date	\$ <u>37,500.41</u>
	c. Less - Construction Engineering Expenses to Date	\$ <u>0.00</u>
	d. Equals - Remaining Const. Eng and Contingencies	\$ <u>-37,500.41</u>
10.	Revised Total Estimated Cost of Project	\$ <u>2,253,212.91</u>

e: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL

Date Requested 10/12/06

Project Manager

Date Approved 10/13/06

LPA Official

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

1. QUANTITY ADJUSTMENT NO. 1-B

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

3. DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

DEC 05 2006

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

CITY OF CLINTON

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
7	603-CA 18" Reinforced Concrete Pipe, Class III	608	616	8	LF	45.00	337.50
Reason: Quantity overrun.							
8	603-CA 24" Reinforced Concrete Pipe, Class III	120	140	20	LF	52.00	1,040.00
Reason: Quantity overrun.							
9	603-CA 72" Reinforced Concrete Pipe, Class III	116	128	12	LF	236.00	2,832.00
Reason: Quantity overrun.							
10	603-CB 18" Reinforced Concrete Pipe, Class III End Section	4	5	1	EA	650.00	650.00
Reason: Quantity overrun. Added an addition flared end because the drainage system location was changed.							
11	603-CB 44" x 27" Reinforced Concrete Arch Pipe	68	60	-8	LF	95.00	-760.00
Reason: Quantity underrun.							
12	609-D Combination Concrete Curb & Gutter, Type 3B Modified	5,582	5,859	277	LF	10.50	2,908.50
Reason: Quantity overrun.							
13	613- Adjustment of Utility Appurtenance	3	5	2	EA	450.00	900.00
Reason: Quantity overrun.							
14	614-B Concrete Driveway, With Reinforcement, 6-inch Thickness	103	94	-9	SY	45.00	-390.15
Reason: Quantity underrun.							

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

1. QUANTITY ADJUSTMENT NO. 1-B
3. DATE 10/16/2006

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)
4. LPA THE CITY OF CLINTON, MISSISSIPPI

DEC 05 2006

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail.

CITY OF CLINTON

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
15	617-A Right-of-way Markers, Type I	22	17	-5	EA	100.00	-500.00
Reason: Quantity underrun.							
16	631-A Flowable Fill	70	14	-56	CY	121.00	-6,776.00
Reason: Quantity underrun.							
17	815-A Loose Rip-Rap ,300#	15	10	-5	TON	60.00	-301.80
Reason: Quantity underrun.							
18	815-E Geotextile Under Riprap	20	13	-7	SY	5.00	-35.00
Reason:							
19				0			0.00
Reason:							
20				0			0.00
Reason:							
21				0			0.00
Reason:							
22				0			0.00
Reason:							

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

QUANTITY ADJUSTMENT NO. 1 -A

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

3. DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	907-607- BU 60" Type IV Chain Link Fence, Class I	1,036	0	-1,036	LF	12.00	-12,432.00
Reason: Item not used. Refer to Supplemental Agreement 1							
2	907-607-P1 Line Posts, 7' x 1 1/2" Galv. Steel	98	0	-98	EA	33.00	-3,234.00
Reason: Item not used. Refer to Supplemental Agreement 1							
3	907-607-P2 Line Posts, 7' x 2" Galv. Steel	695	0	-695	EA	7.00	-4,865.00
Reason: Item not used. Refer to Supplemental Agreement 1							
4	907-607-BU-SA1 Commercial Grade Plastic Fence	0	1,040	1,040	LF	20.00	20,800.00
Reason: This item shall be installed instead of the 60" Type IV Chain Link Fence, Class I. Refer to Supplemental Agreement 1							
5 17+12.80	907-601-B-SA1 Inlet Modifications	0	1	1	LS	3,806.00	3,806.00
Reason: Per the Engineer's request, raise the elevation of the inlet to decrease the elevation difference between the inlet and the sidewalk. Refer to Supplemental Agreement 1.							
6	907-603-CA-SA1 Pipe extension with flared end and flume	0	1	1	LS	7,025.32	7,025.32
Reason: Per the Engineer's request, extend the pipe due to geometric modification at that location. Refer to Supplemental Agreement 1.							

6. Original Cost Estimate for Project: Dated 10/28/2005	\$ 2,215,712.50
7. Changes by Previous Quantity Adjustment(s)	\$ 0.00
8. Changes This Quantity Adjustment QA1 -A	\$ 9,645.06
9. a. Original Construction Engineering and Contingencies	\$ 0.00
b. Less - Total of All Quantity Adjustments to Date	\$ 9,645.06
c. Less - Construction Engineering Expenses to Date	\$ 0.00
d. Equals - Remaining Const. Eng and Contingencies	\$ -9,645.06
10. Revised Total Estimated Cost of Project	\$ 2,225,358.10

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL

Date Requested 10/13/06

Project Manager

Date Approved 10/13/06

LPA Official

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

1. QUANTITY ADJUSTMENT NO. 1 -A

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

3. DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

DEC 05 2006

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail.

CITY OF CLINTON

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
7	907-809-B-PP Retaining Wall Modification	0	1	1	LS	8,590.00	8,590.00
Reason: Per the Engineer's request, add an additional row of the concrete module blocks to maintain the required elevation difference. Refer to Supplemental Agreement 1.							
8	907-606-N-SA1 Bollard Guard Posts	0	6	6	EA	250.00	1,500.00
Reason: Per the Engineer's request, install bollard guard posts at the west end of the multipurpose trail on Arrow Drive. Refer to Supplemental Agreement 1.							
9	202-B Removal of Asphalt Pavement	867	1,511	644	SY	7.40	4,763.68
Reason: Quantity overrun.							
10	202-B Removal of Pipe, All Sizes	111	46	-65	LF	18.50	-1,202.50
Reason: Quantity underrun.							
11	203-A Unclassified Excavation, FM, AH	40,270	36,286	-3,984	CY	2.95	-11,753.89
Reason: Quantity underrun.							
12	203-E Borrow Excavation, AH, FME, Class B9	16,864	18,515	1,651	CY	6.50	10,728.77
Reason: Quantity overrun.							
13	203-G Excess Excavation, FM, AH	12,306	10,101	-2,205	CY	9.00	-19,846.17
Reason: Quantity underrun.							
14	206-A Structure Excavation	1,006	473	-533	CY	2.00	-1,066.00
Reason: Quantity underrun.							

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

DEC 05 2006

1. QUANTITY ADJUSTMENT NO. 1 -A 2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)
3. DATE 10/16/2006 4. LPA THE CITY OF CLINTON, MISSISSIPPI

CITY OF CLINTON

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
15	209-A Geotextile Fabric Stabilization, Type V	300	0	-300	SY	2.50	-750.00
Reason: Quantity underrun.							
16	234-A Temporary Silt Fence	9,006	6,294	-2,712	LF	2.15	-5,831.34
Reason: Quantity underrun.							
17	235-A Tempoary Erosion Checks	294	70	-224	EA	7.00	-1,568.00
Reason: Quantity underrun.							
18	239-A Temporary Slope Drain	1,000	0	-1,000	LF	8.50	-8,500.00
Reason: Quantity underrun. Slope drains were not needed.							
19	304-A Granular Material, LVM, Class 5 Group C	9,977	12,048	2,071	CY	17.25	35,723.54
Reason: Quantity overrun.							
20	304-F Size 610 Crushed Stone Base	312	590	278	TON	36.00	10,008.00
Reason: Quantity overrun.							
21	403-A Hot Mix Asphalt, HT ,9.5 mm Mix	2,201	2,246	45	TON	57.50	2,562.78
Reason: Quantity overrun.							
22	403-A Hot Mix Asphalt, HT, 12.5 mm Mix	3,595	3,132	-463		53.60	-24,814.12
Reason: Quantity Underrun.							

LPA of the City of Clinton
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

PROJECT NO.: TCSP-7306-(002)/TCSP-7306-(003)

COUNTY: Hinds

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-601-B-SA1

There is a need to raise the grade of the B-9 inlet at station 17+12.80

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-809-C-SA1

There is a need to install an additional layer of the module concrete blocks along the retaining wall from approximately station 16+25 to 17+25. This is required to maintain an elevation difference between the retaining wall and the B-9 inlet.

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-603-CA-SA1

There is a need to extend the 18" side drain that runs under West Cascade Circle. It is also required that a flared end section is installed at the end and a concrete flume is placed on top of the pipe. In addition, rip-rap and a limestone bedding are required because the downstream of this drainage system is in the Cascade Lake.

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-607-BU-SA1

There is a need to install a commercial grade white plastic fence along the retaining wall. Per the Owner's request, this fence is to replace the plan item number 907-607-BU (60" type IV Chain Link Fence).

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED FOR PAY ITEM 907-606-N-SA1

There is a need, per the Engineer's request, to install bollard guard posts on the west end of the multipurpose trail that runs along Arrow Drive.

JUSTIFICATION OF UNIT PRICES SUBMITTED

The prices as shown in the detail attached is for labor, equipment, and material for the Commercial Grade Plastic Fence, the Modification of the Inlet located near the retaining wall, the Pipe Extension at West Cascade Circle, Modification of the Retaining Wall, and the Bollards.

PROJECT PROFESSIONAL

LPA OFFICIAL

LPA of the City of Clinton, Hinds County
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET

BOARD APPROVED
DEC 05 2006
CITY OF CLINTON

PROJECT NO.: TCSP-7306-(002)/ TCSP-7306-(003)

COUNTY: Hinds

DETAIL ANALYSIS OF UNIT PRICES

See Attachments A, B, and C

CONTRACTOR

ATTACHMENT A
Change Order No. 1
October 16, 2006

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

COST BREAKDOWN

PAY ITEM 907-601-B-SA1 Inlet Modification at Wall

Labor	\$ 2,100.00	Overhead & Profit 15%	\$ 570.93
Equipment	\$ 716.00	Tax 3.5%	\$ 133.22
Material	-	Bond 1%	\$ 38.06
Rental	\$ 248.00		
Subcontract	-	Total Per LS	\$ 3,806.21
	<u>\$ 3,064.00</u>	Total LS	1
			\$ 3,806.21

PAY ITEM 907-809-B-SA1 Retaining Wall Modifications

Labor	\$ 3,555.00	Overhead & Profit 15%	\$ 1,288.51
Equipment	\$ 2,300.00	Tax 3.5%	\$ 300.65
Material	\$ 1,060.00	Bond 1%	\$ 85.90
Rental	-		
Subcontract	-	Total Per LS	\$ 8,590.06
	<u>\$ 6,915.00</u>	Total LS	1
			\$ 8,590.06

PAY ITEM 907-606-N-SA1 Bollard Guard Posts

Labor	\$ 125.29	Overhead & Profit 15%	\$ 37.50
Equipment	\$ 24.96	Tax 3.5%	\$ 8.75
Material	\$ 51.00	Bond 1%	\$ 2.50
Rental	-		
Subcontract	-	Total Per LS	\$ 250.00
	<u>\$ 201.25</u>	Total EA	6
			\$ 1,500.00

HEMPHILL CONSTRUCTION COMPANY

P.O. DRAWER 879
FLORENCE, MS 39073-0879

UNIT COST BREAKDOWN
ALL METRO FENCE COMPANY

TCSP-7306-(002)
THE CITY CLINTON, MISSISSIPPI

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

PAY ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION	UNIT COST	ITEM TOTAL
907-607-BU-SA1	1040	LF	Commercial Grade Plastic Fence	\$ 20.00	\$ 20,800.00

SUBCONTRACTOR TO DO PARTIAL WORK ON THE ABOVE ITEM:

All Metro Fence Company
(Cost Materials and Labor) \$ 15.50 \$ 16,120.00

Hemphill Construction Company

Labor	\$ 0.35	\$ 364.00
	\$ 0.25	\$ 260.00
Tax and Bond	\$ 0.90	\$ 936.00
Overhead and Profit	\$ 3.00	\$ 3,120.00

TOTAL UNIT BID COST

\$ 20.00	\$ 20,800.00
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HEMPHILL CONSTRUCTION COMPANY

P.O. BOX 879
FLORENCE, MS 39073

PROJECT NO. TCSP-7306-(002)
THE CITY OF CLINTON, MISSISSIPPI

BREAKDOWN OF ITEM
PAY ITEM NO. 907-603-CA-SA1

UNIT: LUMP SUM

QUANTITY: 1

PRICE: \$7025.32

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

SUBCONTRACTORS:

TRIANGLE MAINTENANCE

(Place the concrete flume)

\$ 800.00

SUB-TOTAL

\$ 800.00

HEMPHILL CONSTRUCTION COMPANY

(Labor, Equipment, and Material)

Labor	\$ 1,855.00
Materials	\$ 2,150.00
Equipment	\$ 850.38
Bond and Taxes	\$ 316.14
Profit & Overhead	<u>\$ 1,053.80</u>

TOTAL BID PRICE

\$ 7,025.32

The City of Clinton, Mississippi
Supplemental Agreement No. 1

DEC 05 2006

WHEREAS, WE, Hemphill Construction Co., Inc., Contractors, and **Federal Insurance Company, Surety,** entered into a contract with the City of Clinton, Mississippi, LPA, on the 28th day of October 2006, for the construction of Federal Aid Project No. TCSP-7306-(002)/(003), Hinds county; and

WHEREAS: There has been a recognized need for an additional contract item and a quantity adjustment to other items in order to complete the project; and

WHEREAS: The Contractor has agreed to furnish said items with payment to be paid at the following price for the additional items:

1. 907-607-BU-SA1 Commercial Grade White Plastic Fence @ \$20.00 per LF;
2. 907-601-B-SA1 Inlet Modifications @.....\$3806.00 per LF;
3. 907-603-CA-SA1 Pipe Extension with flared end and concrete @.....\$7025.32 per LF;
4. 907-809-C-SA1 Retaining Wall Modification @\$8590.00 per LF;
5. 907-606-N-SA1 Bollard Guard Post @.....\$250 per EA.

WHEREAS: These changes are needed for the following reasons:

1. The original plans called for 60" Type IV Chain Link Fence, Class I; however, the City of Clinton has requested that a Commercial Grade White Fence is installed as opposed to what is shown in the plans.
2. Per the Engineer's request, the elevation of the proposed inlet in place shall be raised to decrease the elevation difference between the sidewalk and the inlet.
3. Add an additional layer of the concrete modular block, approximately 100 linear feet, to increase the elevation difference between the top of the raised inlet at station 17+12.80 and the retaining wall in place.
4. The City of Clinton has requested that the curb and gutter be extended

along the radius of West Cascade Circle. Therefore there is a need to add 8 linear feet of pipe with a flared end section to the existing pipe which runs under West Cascade Circle. Since the proposed pipe extension will extend into the existing lake there is also a need for the Contractor to place a limestone bedding before installing the pipe. Rip rap and a concrete flume are also included in this item.

BOARD APPROVED
DEC 05 2006
CITY OF CLINTON

5. The original Arrow Drive plans did not call for bollard guard posts; however, per the MDOT directions during the final inspection, bollard guard posts are needed at the west end of the multipurpose trail to block vehicles access onto to the trail.

WHEREAS

The following price justification is given to explain the previous costs and work indicated.

1. The price of the Commercial Grade White Fence item includes the manufacturing, shipment, and installation by the contractor. The previous planned 60" Type IV Chain Link Fence will not be installed and will be a quantity of zero on the final quantity sheet.
2. The price of the Inlet Modification includes labor, equipment, and rental.
3. The price of the Retaining Wall includes labor, equipment, and material.
4. The price of the Pipe Extension at West Cascade Circle includes labor, equipment, material, and a subcontractor's fee.
5. The price of the bollards includes labor, equipment, and material.

NOW, THEREFORE: It is mutually agreed that the Contractor will furnish the unit quantity required at the stated unit price.

WHEREAS: It is agreed that 7 additional work days are required to make the previously described improvements.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, HEMPHILL CONSTRUCTION COMPANY, INC., Contractors, hereby agrees to said Supplemental Agreement consisting of the above-mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

BOARD APPROVED**DEC 05 2006****CITY OF CLINTON**

Dated, this _____ day of _____, 20____.

FEDERAL INSURANCE COMPANY
SURETYHEMPHILL CONSTRUCTION CO., Inc.
CONTRACTOR

By: _____

By: _____

RECOMMENDED FOR APPROVAL:

PROJECT PROFESSIONAL_____
LPA OFFICIAL

APPROVED: _____, 20____

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

QUANTITY ADJUSTMENT NO. 1-B

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

DEC 05 2006

DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail.

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	403-A Hot Mix Asphalt, HT, 19 mm Mix	1,792	1,669	-123	TON	60.00	-7,366.20
Reason: Quantity underrun.							
2	403-B Hot Mix Asphalt, HT, 9.5 mm Mix, Leveling	35	382	347	TON	100.00	34,666.00
Reason: Quantity overrun. More leveling was needed along Northside Drive.							
3	406-A Cold Milling of Bituminous Pavement, All Depths	6,046	3,612	-2,434	SY	3.50	-8,519.00
Reason: Quantity underrun.							
4	503-C Saw Cut, Full Depth	722	1,085	363	LF	5.00	1,815.00
Reason: Quantity overrun.							
5	601-B Class "B" Structural Concrete, Minor Structures	68	73	5	CY	1,350.00	7,155.00
Reason: Quantity overrun.							
6	602-A Reinforcing Steel	5,860	6,658	798	LB	0.25	199.50
Reason: Quantity overrun.							

6.	Original Cost Estimate for Project: Dated	10/28/2005	\$	2,215,712.50
7.	Changes by Previous Quantity Adjustment(s)	QA1-A	\$	9,645.06
8.	Changes This Quantity Adjustment	QA1-B	\$	27,855.35
9.	a. Original Construction Engineering and Contingencies	\$	0.00	
	b. Less - Total of All Quantity Adjustments to Date	\$	37,500.41	
	c. Less - Construction Engineering Expenses to Date	\$	0.00	
	d. Equals - Remaining Const. Eng and Contingencies	\$	-37,500.41	
	Revised Total Estimated Cost of Project	\$	2,253,212.91	

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL

Date Requested _____

Project Manager

Date Approved _____

LPA Official

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

1. QUANTITY ADJUSTMENT NO. 1-B

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

3. DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

DEC 05 2006

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

CITY OF CLINTON

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
7	603-CA 18" Reinforced Concrete Pipe, Class III	608	616	8	LF	45.00	337.50
Reason:	Quantity overrun.						
8	603-CA 24" Reinforced Concrete Pipe, Class III	120	140	20	LF	52.00	1,040.00
Reason:	Quantity overrun.						
9	603-CA 72" Reinforced Concrete Pipe, Class III	116	128	12	LF	236.00	2,832.00
Reason:	Quantity overrun.						
10	603-CB 18" Reinforced Concrete Pipe, Class III End Section	4	5	1	EA	650.00	650.00
Reason:	Quantity overrun. Added an addition flared end because the drainage system location was changed.						
11	603-CB 44" x 27" Reinforced Concrete Arch Pipe	68	60	-8	LF	95.00	-760.00
Reason:	Quantity underrun.						
12	609-D Combination Concrete Curb & Gutter, Type 3B Modified	5,582	5,859	277	LF	10.50	2,908.50
Reason:	Quantity overrun.						
13	613- Adjustment of Utility Appurtenance	3	5	2	EA	450.00	900.00
Reason:	Quantity overrun.						
14	614-B Concrete Driveway, With Reinforcement, 6-inch Thickness	103	94	-9	SY	45.00	-390.15
Reason:	Quantity underrun.						

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1-B

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

BOARD APPROVED

3. DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

DEC 05 2006

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

CITY OF CLINTON

	Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
15		617-A Right-of-way Markers, Type I	22	17	-5	EA	100.00	-500.00
	Reason:	Quantity underrun.						
16		631-A Flowable Fill	70	14	-56	CY	121.00	-6,776.00
	Reason:	Quantity underrun.						
17		815-A Loose Rip-Rap ,300#	15	10	-5	TON	60.00	-301.80
	Reason:	Quantity underrun.						
18		815-E Geotextile Under Riprap	20	13	-7	SY	5.00	-35.00
	Reason:							
19					0			0.00
	Reason:							
20					0			0.00
	Reason:							
21					0			0.00
	Reason:							
22					0			0.00
	Reason:							

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

DEC 05 2006

QUANTITY ADJUSTMENT NO. 1 -A
DATE 10/16/2006

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)
4. LPA THE CITY OF CLINTON, MISSISSIPPI

CITY OF CLINTON

5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	907-607- BU 60" Type IV Chain Link Fence, Class I	1,036	0	-1,036	LF	12.00	-12,432.00
Reason:		Item not used. Refer to Supplemental Agreement 1					
2	907-607-P1 Line Posts, 7' x 1 1/2" Galv. Steel	98	0	-98	EA	33.00	-3,234.00
Reason:		Item not used. Refer to Supplemental Agreement 1					
3	907-607-P2 Line Posts, 7' x 2" Galv. Steel	695	0	-695	EA	7.00	-4,865.00
Reason:		Item not used. Refer to Supplemental Agreement 1					
4	907-607-BU-SA1 Commercial Grade Plastic Fence	0	1,040	1,040	LF	20.00	20,800.00
Reason:		This item shall be installed instead of the 60" Type IV Chain Link Fence, Class I. Refer to Supplemental Agreement 1					
5	17+12.80 907-601-B-SA1 Inlet Modifications	0	1	1	LS	3,806.00	3,806.00
Reason:		Per the Engineer's request, raise the elevation of the inlet to decrease the elevation difference between the inlet and the sidewalk. Refer to Supplemental Agreement 1.					
6	907-603-CA-SA1 Pipe extension with flared end and flume	0	1	1	LS	7,025.32	7,025.32
Reason:		Per the Engineer's request, extend the pipe due to geometric modification at that location. Refer to Supplemental Agreement 1.					

6. Original Cost Estimate for Project: Dated 10/28/2005 \$ 2,215,712.50
 7. Changes by Previous Quantity Adjustment(s) \$ 0.00
 8. Changes This Quantity Adjustment QA1 -A \$ 9,645.06
 9. a. Original Construction Engineering and Contingencies \$ 0.00
 b. Less - Total of All Quantity Adjustments to Date \$ 9,645.06
 c. Less - Construction Engineering Expenses to Date \$ 0.00
 d. Equals - Remaining Const. Eng and Contingencies \$ -9,645.06
 Revised Total Estimated Cost of Project \$ 2,225,358.10

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL

Date Requested _____

Project Manager

Date Approved _____

LPA Official

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

1. QUANTITY ADJUSTMENT NO. 1 -A

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

3. DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

DEC 05 2006

CITY OF CLINTON

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

	Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
7		907-809-B-PP Retaining Wall Modification	0	1	1	LS	8,590.00	8,590.00
	Reason:	Per the Engineer's request, add an additional row of the concrete module blocks to maintain the required elevation difference. Refer to Supplemental Agreement 1.						
8		907-606-N-SA1 Bollard Guard Posts	0	6	6	EA	250.00	1,500.00
	Reason:	Per the Engineer's request, install bollard guard posts at the west end of the multipurpose trail on Arrow Drive. Refer to Supplemental Agreement 1.						
9		202-B Removal of Asphalt Pavement	867	1,511	644	SY	7.40	4,763.68
	Reason:	Quantity overrun.						
10		202-B Removal of Pipe, All Sizes	111	46	-65	LF	18.50	-1,202.50
	Reason:	Quantity underrun.						
11		203-A Unclassified Excavation , FM, AH	40,270	36,286	-3,984	CY	2.95	-11,753.89
	Reason:	Quantity underrun.						
12		203-E Borrow Excavation, AH, FME, Class B9	16,864	18,515	1,651	CY	6.50	10,728.77
	Reason:	Quantity overrun.						
13		203-G Excess Excavation, FM, AH	12,306	10,101	-2,205	CY	9.00	-19,846.17
	Reason:	Quantity underrun.						
14		206-A Structure Excavation	1,006	473	-533	CY	2.00	-1,066.00
	Reason:	Quantity underrun.						

THE CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

BOARD APPROVED

1. QUANTITY ADJUSTMENT NO. 1 -A

2. PROJECT NO. TCSP-7306-(002)/TCSP-7306-(003)

3. DATE 10/16/2006

4. LPA THE CITY OF CLINTON, MISSISSIPPI

DEC 05 2006

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

CITY OF CLINTON

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
15	209-A Geotextile Fabric Stabilization, Type V	300	0	-300	SY	2.50	-750.00
Reason:	Quantity underrun.						
16	234-A Temporary Silt Fence	9,006	6,294	-2,712	LF	2.15	-5,831.34
Reason:	Quantity underrun.						
17	235-A Tempoary Erosion Checks	294	70	-224	EA	7.00	-1,568.00
Reason:	Quantity underrun.						
18	239-A Temporary Slope Drain	1,000	0	-1,000	LF	8.50	-8,500.00
Reason:	Quantity underrun. Slope drains were not needed.						
19	304-A Granular Material, LVM, Class 5 Group C	9,977	12,048	2,071	CY	17.25	35,723.54
Reason:	Quantity overrun.						
20	304-F Size 610 Crushed Stone Base	312	590	278	TON	36.00	10,008.00
Reason:	Quantity overrun.						
21	403-A Hot Mix Asphalt, HT ,9.5 mm Mix	2,201	2,246	45	TON	57.50	2,562.78
Reason:	Quantity overrun.						
22	403-A Hot Mix Asphalt, HT, 12.5 mm Mix	3,595	3,132	-463		53.60	-24,814.12
Reason:	Quantity Underrun.						

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 5, 2006 AGENDA ITEM NO. 16

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

BOARD APPROVED

DEC 05 2006

CITY OF CLINTON

DISCUSSION/ACTION: 16th Section Lease Agreement for National Guard Armory between Clinton Public School District and the City of Clinton

INTRODUCED BY:

TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: 1

RECOMMENDATION:

approve with items 11 & 13 removed

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

✓
✓
✓
✓
✓
✓
✓

Mayor Aultman

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

**16th SECTION PUBLIC SCHOOLS TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS OTHER CLASSIFICATION LEASE AGREEMENT, (hereafter "Lease Agreement"), made and entered into this the 1st day of January, 2006 by and between the BOARD OF TRUSTEES OF THE CLINTON PUBLIC SCHOOL DISTRICT, (hereinafter "LESSOR"), whose address is P. O. Box 300, Clinton, Mississippi 39060-0300, telephone number is 601-924-7533 and, THE BOARD OF ALDERMEN OF THE CITY OF CLINTON (hereinafter "LESSEE"), whose address is P. O. Box 156, Clinton, MS 39060-0156, telephone number 601-924-5462.

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and by the authority and under the direction of the LESSOR, as recorded on Minute Page ____, does hereby lease and rent unto LESSEE the following described land to-wit:

Section 16 - Township 6 North Range 1 West

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. Subject to the other provisions herein contained, the term of this Lease Agreement shall be for twenty-five (25) years, beginning the 1st day of January, 2006, and ending on the 31st day of December, 2030 (called the "primary term"). It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is that LESSEE is hereby granted an option to renew this Lease Agreement for an additional "secondary term" of twenty-five (25) years from January 1, 2031, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding buildings and improvements not then owned by the LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his or her appraisal not more than twelve months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the additional secondary term of twenty-five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the initial primary term as may be required by statute. The cost of the new appraisal shall be borne by the LESSEE. A new lease shall be executed to effectuate the renewal term.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of \$6,860.70 per annum, on or before the anniversary of this lease each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by the Board of Trustees of the Clinton Public School District. In the event of termination or cancellation any rental payment made shall be non-refundable. Rents shall be readjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 60 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and sixteenth dates of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

PAGE 2

hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the subject property.

- (a) LESSOR shall use its best efforts to cause the subject property to be reappraised and a redetermination made of the annual fair market rental amount within six months before any readjustment date. In the event the LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) LESSOR may proceed to have the lease premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by the LESSEE, using an appraiser selected by LESSOR.
- (b) Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to the LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the subject property (the "Alternate Procedure") as follows:
 - (1) LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (I) the fair market value of the land unencumbered by this lease and (II) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
 - (2) The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.
 - (3) The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

- (4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the subject property.
- (c) If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of the LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- (d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- (e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- (f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
- (g) LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, if ever any there be, applicable to the above-described property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for the LESSOR to enter upon the subject property, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to the LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of the LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

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restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the tax collector to recover any tax, assessment, fees and costs.

6. Remedies. In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, said LESSEE shall quit, deliver up and surrender possession of the subject property, and all LESSOR -owned structures and improvements thereon to the said LESSOR, and thereupon this Lease Agreement and all agreements and covenants on the LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the LESSEE'S nonfulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of subject property and all LESSOR- owned improvements thereon absolutely, and custom, usage, or law to the contrary notwithstanding. Any removal of property from the subject property shall be accomplished so as to leave subject property in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of the LESSEE'S property within one hundred and eighty (180) days of the said event. LESSEE shall be subject to the accrual of rent during said within one hundred and eighty (180) day period.

7. Curing Default. Notwithstanding any provisions of this Lease Agreement containing a DEFAULT provision, any present or future holder of a mortgage or deed of trust securing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, to either require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in subject property and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. Assignment. LESSEE shall have the full right and authority to sub-lease or assign this lease to the State of Mississippi and the United States of America this Lease Agreement **in whole** and to encumber the same. However, this lease may not be leased, assigned, transferred or conveyed to any other party without prior written consent of LESSOR which shall not be unreasonably withheld, and to the required consent and additional requirements, if any, of the Secretary of State of the State of Mississippi or other applicable government officials.

9. Regulatory Compliance. LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this instrument. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Agreement. Notwithstanding the requirements of this paragraph LESSEE:

- (a) Will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the subject property or transport to or from the subject property any hazardous substance or pollutant (as either may be defined by any present or future laws

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

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or regulations of any governmental authority or by any administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

- (b) Shall keep and maintain the subject property in compliance with and shall not cause or permit the subject property to be in violation of any environment laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous, and non-hazardous.
- (c) Shall give prompt written notice to LESSOR of:
 - (1) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the subject property or the migration thereof from or to other property;
 - (2) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the subject property or the migration thereof from or to other property.
 - (3) LESSEE'S discovery of any occurrence or condition that would cause the leased premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the subject property under any environmental or solid waste disposal law, regulation, ordinance or ruling.

10. Environmental Accidents. LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to LESSOR at the address provided in this instrument. LESSEE shall also furnish LESSOR a copy of all filings, including but not limited to, concerning environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters arising out of the use and occupation of the premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon LESSOR with those duties being exclusively LESSEE'S.

11. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this instrument and fails to cure the same after thirty (30) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, or the Secretary of State, as supervisory trustee, (in the event the Secretary of State institutes legal action) its reasonable costs and expenses in enforcing the instrument, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

12. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid at the following addresses or hand-delivered in person, by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses.

To LESSOR:

16th Section Manager
Clinton Public School District
P. O. Box 300
Clinton, Mississippi 39060-0300
Telephone: 601-924-7533
Fax: 601-924-6345

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

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To LESSEE:

Mayor
City of Clinton
P. O. Box 156
Clinton, MS 39060-0156
Telephone: 601-924-5462
Fax: 601-925-4605

13. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless the State of Mississippi and LESSOR, its officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of subject property by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

14. Mortgage Transactions. The preceding restrictions on assignments of this lease shall not apply to and no prior approval of LESSOR shall be required for (i) a mortgage of the leasehold estate (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within 10 days thereafter, to provide LESSOR with a copy of the assignment. No mortgagee shall be deemed to have assumed and no mortgagee shall be personally obligated to perform any of LESSEE'S obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to LESSOR in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of the LESSEE which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not prorated. Nothing contained in this lease or in any mortgage shall release LESSEE from the full and faithful performance of LESSEE'S obligations under this lease or from any liability for non-performance or constitute a waiver of any right of LESSOR against LESSEE. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of LESSEE; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this lease has been mortgaged or pledged as security.

15. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of the LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and, shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR, which may be located on the subject property or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities described above, and shall not, in any event, commit waste or allow waste to be committed.

16. Quiet Possession. LESSEE shall have quiet and peaceful possession of subject property as long as compliance is made with the terms of this agreement.

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

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17. Bankruptcy or Judgments. LESSEE hereby covenants and agrees that if an execution or process is levied upon the subject property or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement.

LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of the LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

18. Condemnation. If the whole of the subject property, or such portion thereof as will make the subject property unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the subject property shall belong to the LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude the LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other amounts to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

19. Classification/Use.

- (a) The lands herein have been classified as Other in accordance with §29-3-31 et seq Miss. Code Ann (1972) as amended.
- (b) LESSOR warrants that the subject property shall be permitted to be used as a National Guard Armory for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.
- (c) LESSEE shall not use the subject property for any of the following purposes: The operation of a business or proprietorship where activities are considered hazardous including, but not limited to, demolition or the storage or use of dangerous substances. Any activity considered to be a nuisance. Any activity that is unlawful or immoral. Any activity which at the discretion of the LESSOR is inappropriate upon Sixteenth Section Land.

20. Successors. To the extent assignment of this Lease Agreement is allowed by the above provisions this Lease Agreement shall be binding upon the LESSEE'S successors and assigns.

21. General Duties of LESSEE. LESSEE agrees:

- (a) To comply with all laws and ordinances applicable to the use of the property including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.
- (b) To allow inspection of the leased premises during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity.
- (c) To perform all obligations herein expressed in a prompt fashion, without notice or demand.
- (d) To surrender the subject property upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified.

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

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- (e) To provide LESSOR, at each rental adjustment date, written certification by LESSEE or an officer of LESSEE of compliance with the provisions of this lease pertaining to environmental matters.
- (f) To maintain the subject property at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

22. Alteration. It is expressly agreed by and between the parties that the LESSEE will not make any alteration upon the subject property without the express written consent of the LESSOR and that the LESSEE will not occupy or use, nor permit to be occupied or used, the subject property, for any business deemed extra-hazardous on account of fire or otherwise; nor will the LESSEE permit the same to be used for any immoral or unlawful purpose. LESSEE also covenants and agrees to maintain the subject property in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

23. Reservations. LESSOR reserves title to all oil or gas, coal, ignite or other minerals in, on, or under the subject property, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the subject property.

24. Timber. LESSOR reserves and excepts from said lease all timber now or during the term, being situated on the subject property with right of ingress and egress to remove same, and with the right to sell all or any part of said timber without breach of any right of LESSEE hereunder.

25. Rights-of-Way. LESSOR reserves the right to grant or sell right-of-way across the subject property for roads, highways, railroads, fiber optic cables or any public utility line. Provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

26. Recording. LESSOR will deliver this Lease Agreement to the Chancery Clerk of Hinds County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of \$11.00 payable to such Chancery Clerk as recording fees.

27. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

28. Interpretation. The parties to this Lease Agreement acknowledge that this agreement has been drafted by both parties and any ambiguities shall not be construed against a single party.

29. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi and that jurisdiction and venue for any actions arising from this

Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of Hinds County, Mississippi.

30. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibit "A." If Exhibit "A" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

**16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT**

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IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 10 day of October, 2006.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

Clinton Public School District

BY: Tommye C. Henderson
Superintendent of Schools

BY: [Signature]
School Board President

Hinds County Board of Supervisors

BY: _____
President, Board of Supervisors

LESSEE:

City of Clinton

BY: _____
Mayor



16th SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION LEASE AGREEMENT

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STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for said county and state, on this the 10th day of October, 2006, within my jurisdiction, the within named, Tommy C. Henderson, Clinton Public School District, Superintendent of Schools, and Dennis Dyse, School Board President, of the Clinton Public School District Board of Trustees, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Trustees of the Clinton Public School District, they executed the above and foregoing instrument for and on behalf of said Board of Trustees, after first having been duly authorized so to do.

Sheila D. Taylor
(Notary Public)

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
(Affix official seal, if applicable)
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the said county and state, on this the _____ day of _____, 2006, within my jurisdiction, the within named _____, who acknowledged to me that she is the President of the Board of Supervisors of Hinds County, Mississippi, and that in said representative capacity he executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

(Notary Public)

My Commission Expires:

(Affix official seal, if applicable)

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, 2006, within my jurisdiction, the within named Rosemary Aultman who acknowledged that she is Mayor of the City of Clinton, Mississippi, and that in said representative capacity she executed the above and foregoing instrument for and on behalf of said City of Clinton, after first having been duly authorized so to do.

(Notary Public)

My Commission Expires:

(Affix official seal, if applicable)

**EXHIBIT "A"
DESCRIPTION OF PROPERTY**

Beginning at the intersection of the east right of way line of Cynthia Road and the north right of way line of Northside Drive as the same are presently constructed; run thence North along the said east right of way line of Cynthia Road 500 feet to a point; run thence east 610 feet to a point; run thence 500 feet south to a point on said north right of way line of Northside Drive; run thence west 610 feet along said north right of way line to the point of beginning and being a tract of land seven (7) acres in size, more or less, in the northeast quadrant of the intersections of said Cynthia Road and Northside Drive in the southeast quarter of Section 16, Township 6 North, Range 1 West, First Judicial District, Hinds County, Mississippi.