

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 16, 2007 - 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 Bishop followed by the pledge of allegiance to the flag led by Alderman Fisher.

ROLL CALL City Clerk, Russell Wall

Present: 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: Jehu Brabham – Alderman-at-Large
 Mike Morgan – Alderman Ward 5

APPROVAL OF AGENDA ITEMS A-P

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

APPROVE THE DISPOSAL OF SURPLUS EQUIPMENT FOR COMMUNITY DEVELOPMENT

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the disposal of surplus equipment that the Community Development Department has. A list of the surplus equipment is attached. **MOTION CARRIED UNANIMOUSLY**

OWNERSHIP TRANSFER OF RETIRED LAB K9 B.J. TO OFFICER CHRIS STRICKLAND

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Fisher to approve the ownership transfer of retired Lab K9 B.J. to officer Chris Strickland in accordance with State Statue 45-3-52. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF LOW BID FOR TENNIS COURT LIGHTING AT BRIGHTON PARK

Upon presentation by Ray Holloway, Parks & Recreation Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw to accept the lowest and best bid for tennis court lighting at Brighton Park from Australian Courtsworks, Inc. in the amount of \$45,800 and to authorize Mayor Aultman to enter into a contract with Courtsworks, Inc. for the lighting. A copy of the contract is attached. **MOTION CARRIED UNANIMOUSLY**

AMENDMENT TO GENERAL PROFESSIONAL SERVICES AGREEMENT WITH WILLIFORD, GEARHART & KNIGHT, INC.

Upon presentation by Richard Broom, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Bishop to accept the amendment to the General Professional Services Agreement with Williford, Gearhart & Knight, Inc. A copy of the amendment is attached. **MOTION CARRIED UNANIMOUSLY**

AWARD OF BID FOR PINEHAVEN WATER EXTENSION

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett to accept the lowest and best bid for the Pinehaven water line extension materials in the amount of \$90,962.85. Alderman Bishop left the meeting at 7:13 p.m. and returned at 7:16 p.m. and did not vote on this item. **MOTION CARRIED UNANIMOUSLY**

AWARD OF BID FOR PURCHASE OF SURPLUS EQUIPMENT AT PUBLIC WORKS

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Barnett to award the highest and best bid to Deanco Auctions for the purchase of a 1995 655 backhoe in the amount of \$10,600.00. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS:

Authorization for the Mayor the execute a cellular tower lease with Tower Ventures of Memphis, TN, allowing a cellular tower on property owned by The City of Clinton at the sewage treatment lagoon east of Springridge Road. A copy of the lease is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:20 P.M.

MOTION made by Alderman Fisher and **SECONDED** by Alderman Bishop to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: _____

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

Date

1-26-2007

APPROVED: _____

Russell L. Wall
Russell L. Wall, City Clerk

Date

1-29-2007



JAN 16 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTONBOARD MEETING DATE: January 16, 2007 AGENDA ITEM NO. 7.

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.:

DISCUSSION/ACTION: Surplus Equipment

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:Minutes
Ordinance
ResolutionInvoice
Plans, Maps
ContractOther: _____

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: HisawSECONDED BY: GreerVOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham

A

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.

Community Development
Surplus Equipment List
January 10, 2007

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

	Item	Serial Number or City of Clinton Inventory Number
1.	IBM Monitor	G40
2.	Phillips Monitor	COC# 04592
3.	Phillips Monitor	COC# 02997
4.	Monitor	COC# 04636
5.	Acer Monitor	COC# 04534
6.	Acer Monitor	COC# 04421
7.	Monitor	COC# 04424
8.	Gateway Monitor	COC# 04654
9.	IBM typewriter	COC# 04638
10.	Cannon fax machine	COC# 04683
11.	HP Laserjet 1100 Printer	COC# 04600
12.	HP Deskjet 420 Printer	COC# 04536
13.	Copier	COC# 04635
14.	Keyboard	n/a
15.	Keyboard	n/a
16.	Keyboard	n/a
17.	Keyboard	n/a
18.	Keyboard	n/a
19.	Computer Tower	COC# 04655
20.	Computer Tower	COC# 04535
21.	Computer Tower	V815107
22.	Computer Tower	9503202597

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

8.

BOARD MEETING DATE: January 16, 2007

AGENDA ITEM NO.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: As of January 1, 2007 we retired Lab K9 B.J. with ownership transferred to Officer Chris Strickland in accordance with State Statue 45-3-52.

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY:

Bishop

SECONDED BY:

Fisher

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

A

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.

JAN 16 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: January 16, 2007

AGENDA ITEM NO. 9.

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Acceptance of low bid from Australian Courtsworks, Inc. for tennis court lighting at Brighton Park.

INTRODUCED BY: Ray Holloway, Park & Recreation Director

BOARD ACTION:MOTION MADE BY: GreerSECONDED BY: Hisaw**VOTE CAST:****"AYE"** **"NAY"****ACTION TAKEN:**

Brabham

A

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.

JAN 16 2007

CITY OF CLINTON

AGREEMENT

THIS AGREEMENT, made this 16th day of January, 2007, by and between the City of Clinton (hereinafter called "OWNER"), and _____, doing business as a _____ (hereinafter called "CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and complete the construction of the "Brighton Park Tennis Court Lighting".
2. The **CONTRACTOR** will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same in **one hundred (100) consecutive calendar days** unless the period for completion is extended otherwise by the **CONTRACT DOCUMENTS**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** for the sum of \$ 45,800.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement
 - (F) General Conditions
 - (G) Supplemental General Conditions
 - (H) Notice of Award
 - (H) Notice to Proceed
 - (J) Change Order
 - (K) Drawings
 - (L) **SPECIFICATIONS**

13. Other Business

~~authorizing~~

authorizing the Mayor to execute a Cellular Tower Lease with
Tower Ventures of Memphis TN allowing a cellular tower on
property owned by the City at the sewage treatment lagoon east
of ~~Springridge~~ Springridge road.

Motion: Greer

Second: Bishop

All aye

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: January 16, 2007

AGENDA ITEM NO. 10.

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Amendment to General Professional Services Agreement for WG&K

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

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Bishop

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

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

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.

Cross References — Imposition of standard state assessment in addition to all court imposed fines or other penalties for any felony violation, see § 99-19-73.

§ 45-3-51. Retirants permitted to retain one sidearm.

Each member of the Mississippi Highway Safety Patrol or agent of the Mississippi Bureau of Narcotics who retires under the Highway Safety Patrol Retirement System or the Public Employees' Retirement System, for superannuation or for reason of disability shall be allowed to retain, as his personal property, one (1) sidearm which was issued under authority of Section 45-3-19 or 41-29-159.

SOURCES: Laws, 1975, ch. 358; Laws, 1999, ch. 484, § 1, eff from and after passage (approved Mar. 29, 1999.)

Cross References — Marine patrol officers of Department of Marine Resources permitted to keep side arm upon retirement, see § 49-15-22.

§ 45-3-52. Retention by officers of assigned dogs retired from service.

A member of the Mississippi Highway Safety Patrol or any other certified law enforcement officer shall be allowed to retain as his personal property any dog assigned to such member when the dog is retired from service.

SOURCES: Laws, 2004, ch. 491, § 1, eff from and after July 1, 2004.

§ 45-3-53. Distinctive marker on cemetery memorials for Highway Safety Patrol officers killed in line of duty; markers for other officers.

(1) The Department of Public Safety shall place a distinctive marker on the cemetery memorial of each Mississippi Highway Safety Patrol officer who is killed in the performance of his or her official duties. The distinctive marker shall be designed by the Department of Public Safety with the advice and recommendation of the Mississippi State Troopers' Association.

(2) The funding for the distinctive markers shall be made from any funds appropriated by the Legislature to the Department of Public Safety or from any gifts, grants or donations received by the Department of Public Safety for the purpose of providing the distinctive markers.

(3) This section shall apply to all Mississippi Highway Safety Patrol officers who have given their lives in the performance of their official duties before and after July 1, 2000.

(4) Any Highway Safety Patrol officer may secure a distinctive marker as authorized in subsection (1) of this section if it is paid for with funds other than funds appropriated by the Legislature to the Department of Public Safety.

SOURCES: Laws, 2000, ch. 502, § 1, eff from and after July 1, 2000.

JAN 16 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTON

BOARD MEETING DATE: January 16, 2007

AGENDA ITEM NO. 11.

Discussion/Action/Recommendation: Award of Bid for Pinehaven Water line extension

In the Amount of: \$90,962.85

TO: Central Pipe Supply

FOR: Water extension materials for
Pinehaven Drive

ACCT. NO. 400-650-720-5

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

EXHIBITS FOR REVIEW

Minutes
Ordinance
ResolutionInvoice
Plans, Maps
Contract

Other :

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: GreenSECONDED BY: Barnett

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
BarnettA
✓
✓
Did not vote
✓
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 PRECEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

*Bishop left meeting at 7:13 p.m.**Bishop returned to meeting at 7:16 p.m.*

JAN 16 2007

CITY OF CLINTON

BID OPENING REPORT

City Personnel Present:

Tim Loyce David Plumer

Richard Buorne

Bob Ritzky

Jenda White

PROJECT Puncture Dr. Extension

Bid Date

12/19/06

Location:

City Hall

BIDDER	AMOUNT	PUC	A&T	
Central Pipe Supply		90,962.85	147,125.85	
Utility Pipe		93,710.30	120,000.00	
Franklin Pipe Co.		95,000.00		
HD Supply Water works		94,350.15	146,990.15	
Summit Pipe + Supply		95,907.00		

The above bid amounts have been checked. The bid totals are subject to correction after the bids have been completely reviewed.

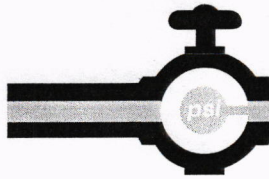
Signed:

Jenda White

Date:

12/19/06

JAN 16 2007



CENTRAL PIPE SUPPLY, INC.
PIPE / VALVES / FITTINGS

PIPE / VALVES / FITTINGS

Check out our web site @ www.centralpipe.com

101 WARE RD. PEARL, MS 39208
P. O. BOX 5470
PEARL, MISSISSIPPI 39288-5470
(601) 939-3322
WATS 1-800-844-7700
FAX (601) 932-8944
Email: cpsj@centralpipe.com

3998 RUNWAY RD. MEMPHIS, TN 38118
P. O. BOX 18940
MEMPHIS, TENNESSEE 38181-0940
(901) 365-1260
WATS 1-800-888-7448
FAX (901) 363-5571
Email: cpsm@central pipe.com

**6310 LINDSEY ROAD
LITTLE ROCK, ARKANSAS 72206
(501) 490-0800
WATS 1-800-950-1123
FAX (501) 490-1118
Email: cpsl@centralpipe.com**

To City of Clinton

Your No _____
Project (2007) Pinehaven Dr. Water Extension

Date Required

12/18 2006

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
	4,000'	16" PVC class 100 DR-25 C-905 Pipe			
	1	12" DI MJ Tee			
	1	16"x12" DI MJ LEB Reducer			
	5	16" DI MJ Gate Valve w/ Bevel Gear			
	3	16"x8" DI MJ Tee			
	3	8" DI MJ Gate Valve, 2" Nut			
	4	16"x6" DI MJ Tee			
	4	6" DI MJ Gate Valve, 2" Nut			
	8	6"x13" DI MJ Anchor Cplgs.			
	12	DI 46IS 18"-24" Valve Box			
	4	FH B84B 3-way 3' Bury 6" Shoe 5 1/4"			
	9	8" Locking Glands for C-900			
	2	12" Locking Glands for C-900			
	1	12" Locking Gland for DI			
	25	16" locking glands for C-900			
	16	6" DI MJ Arc Packs Less Gland			
	9	8"			
	3	12"			
	25	16"			
				\$	90,962.85

Shipping Date _____

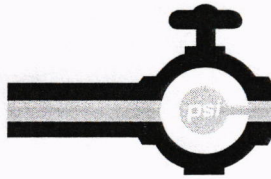
The above prices are F.O.B. Clinton, MS

Terms: net 30

We thank you for the opportunity of serving you and trust we may have the pleasure again.

CENTRAL PIPE SUPPLY

By Carol Johnson

**CENTRAL****PIPE SUPPLY, INC.**

PIPE / VALVES / FITTINGS

JAN 16 2007

CITY OF CLINTON

Check out our web site @ www.centralpipe.com

101 WARE RD. PEARL, MS 39208
 P. O. BOX 5470
 PEARL, MISSISSIPPI 39288-5470
 (601) 939-3322
 WATS 1-800-844-7700
 FAX (601) 932-8944
 Email: cpsj@centralpipe.com

3998 RUNWAY RD. MEMPHIS, TN 38118
 P. O. BOX 18940
 MEMPHIS, TENNESSEE 38181-0940
 (901) 365-1260
 WATS 1-800-888-7448
 FAX (901) 363-5571
 Email: cpsm@central pipe.com

6310 LINDSEY ROAD
 LITTLE ROCK, ARKANSAS 72206
 (501) 490-0800
 WATS 1-800-950-1123
 FAX (501) 490-1118
 Email: cpsl@centralpipe.com

To City of Clinton

Your No. _____

Project (2007) Pinehaven Dr. Water ExtensionMS

Date Required _____

12/18 2006

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
		Alternate #1:			
	4,000'	16" DI SJS PC350 Pipe			
	1	12" DI MJ Tee			
	1	16"x12" DI MJ LEB Reducer			
	5	16" DI MJ Gate Valve w/ Bevel Gear			
	3	16"x8" DI MJ Tee			
	3	8" DI MJ Gate Valve, 2" Nut			
	4	16"x6" DI MJ Tee			
	4	6" DI MJ Gate Valve, 2" Nut			
	8	6"x13" DI MJ Hydrant Adapt.			
	12	DI 461S 18"-24" Valve Box			
	4	FH B84B 3-way 3' Bury 6" Shoe 5'1/4"			
	9	8" Locking Glands for DI			
	3	12" { { {			
	25	16" { { {			
	16	6" DI MJ Acc Pack Less Gland			
	9	8" { { {			
	3	12" { { {			
	25	16" { { {			
					\$ 147,125.85

Shipping Date _____

All above prices are F.O.B. Clinton, MSTerms: net 30

We thank you for the opportunity of serving you and trust we may have the pleasure again.

CENTRAL PIPE SUPPLY

By _____

BOARD APPROVED Quotation

JAN 16 2007

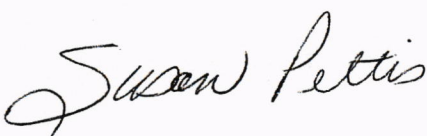
Quote Number:
780**CITY OF CLINTON**Quote Date:
Dec 18, 2006Page:
1**Quoted to:**CITY OF CLINTON
P.O. BOX 156
CLINTON, MS 39056

Customer ID	Good Thru	Payment Terms	Sales Rep
CLICIT	1/17/07	Net 30 Days	8

Quantity	Item	Description	Unit Price	Extension
4,000.00	16C900	16" DR-25 C-900 G/J PVC PIPE	14.72	58,880.00
1.00	DMT1212	12" MJ TEE	135.00	135.00
5.00	MH16MJGV	16" MJ GATE VALVE WITH BEVEL GEAR OPERATOR	4,372.00	21,860.00
3.00	DMT168	16" X 8" MJ TEE	365.00	1,095.00
3.00	MH8MJGV	8" MJ GATE VALVE	460.00	1,380.00
4.00	DMT166	16" X 6" MJ TEE	340.00	1,360.00
4.00	MH6MJGV	6" MJ GATE VALVE	289.00	1,156.00
8.00	SSA613	6" X 13" ANCHOR COUPLING	55.00	440.00
12.00	461S	461-S VALVE BOX	18.00	216.00
4.00	MH3W3FT6MJ	3-WAY 3' BURY 6" MJ SHOE HYDRANT	920.00	3,680.00
1.00	LPR1612	16" X 12" MJ LEB REDUCER	190.00	190.00
1.00	SLD12	12" ONE-LOK FOR DI	48.00	48.00
2.00	SLC12	12" ONE-LOK FOR PVC	52.00	104.00
3.00	MG12	12" MJ GASKET	2.00	6.00
24.00	TB40	3/4 X 4 T-HEAD BOLT & NUT	0.60	14.40
25.00	SLC16	16" ONE-LOK FOR PVC	105.00	2,625.00
25.00	MG16	16" MJ GASKET	4.00	100.00
200.00	TB45	3/4 X 4 1/2 T-HEAD BOLT & NUT	0.75	150.00
9.00	SLC8	8" ONE-LOK FOR PVC PIPE	25.00	225.00
9.00	MG8	8" MJ GASKET	1.50	13.50
54.00	TB40	3/4 X 4 T-HEAD BOLT & NUT	0.60	32.40

Subtotal 93,710.30

Sales Tax

Total 93,710.30



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

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.

January 5, 2007

Richard Broome, City Engineer
City of Clinton, MS
P.O. Box 156
Clinton, MS 39060

Re: Amendment to General Professional Services Agreement
City of Clinton, MS

Dear Richard:

Enclosed are two partially executed copies of a proposed Amendment to our existing General Professional Services Agreement with the City of Clinton, which sets forth the standard hourly billing rates that will apply to the services rendered under this Agreement during calendar year 2007. Please note that rates proposed for 2007 under this Agreement remain unchanged from the billing rates utilized in 2006. If all appears in order, please present this Amendment to your Board for approval at their next regular meeting, retain one fully executed copy for your files, and return one fully executed copy to us for our files. If you have any questions in this regard, please feel free to call on us.

Thank you for the opportunity to be of service to Clinton for the last 12 years.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

Bill Owen, P.E.
Principal

Enclosures

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

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

This is an Amendment to a Agreement made this the 5th day of January 2007, by and between the City of Clinton, P.O. Box 156, Clinton, MS 39056 (Owner) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39056 (Engineer).

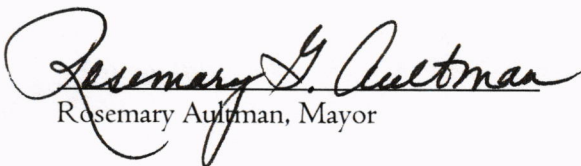
Whereas the Owner hereby employs the Engineer to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the Owner's professional representative on the services as may be authorized and to provide professional engineering consultation as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

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

Therefore the attached hourly rates will be used for General/Professional Services performed under this Agreement for Calendar Year 2007.

OWNER:
CITY OF CLINTON, MS

ENGINEER:
WILLIFORD, GEARHART & KNIGHT, INC.


Rosemary Aultman, Mayor


Bill Owen, P.E., Principal

1-22-07
Date

1/5/07
Date

ATTEST:

ATTEST:


Russell Wall, City Clerk


Mae Gemmell, Administrative Manager

BOARD APPROVED

JAN 16 2007

2007 Standard Hourly Billing Rates
Williford, Gearhart & Knight, Inc.
Engineers and Surveyors

CITY OF CLINTON

Principal	\$150
Senior Project Engineer	135
Project Engineer	100
Engineer Intern	85
Project Surveyor	95
Senior Engineering Assistant	90
Engineering Assistant	80
Surveyor	75
Surveying Assistant	65
\	75
Technician	55
Technician Assistant	35
Clerical	40
Construction Review	65
Project Coordinator	80
Survey Party Chief	75
Survey Crewman	25
Survey Party (Two Men)	100
Survey Party (Three Men)	125
Survey Party (Four Men)	150
Computer Aided Design Equipment (CAD)	15
GPS Surveying Equipment	25
RTK Surveying Equipment	50
Accounting Manager	75

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

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

This is an Amendment to a Agreement made this the 5th day of January 2007, by and between the City of Clinton, P.O. Box 156, Clinton, MS 39056 (Owner) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39056 (Engineer).

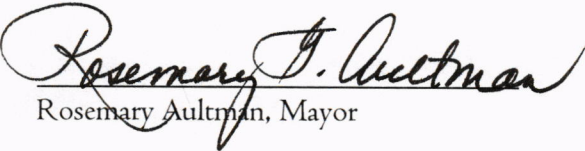
Whereas the Owner hereby employs the Engineer to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the Owner's professional representative on the services as may be authorized and to provide professional engineering consultation as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

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

Therefore the attached hourly rates will be used for General/Professional Services performed under this Agreement for Calendar Year 2007.

OWNER:
CITY OF CLINTON, MS

ENGINEER:
WILLIFORD, GEARHART & KNIGHT, INC.


Rosemary Aultman, Mayor

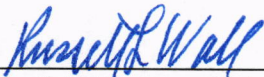

Bill Owen, P.E., Principal

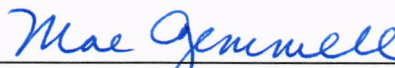
1/22/07
Date

1/05/07
Date

ATTEST:

ATTEST:


Russell Wall, City Clerk


Mae Gemmell, Administrative Manager

BOARD APPROVED

JAN 16 2007

2007 Standard Hourly Billing Rates
Williford, Gearhart & Knight, Inc.
Engineers and Surveyors

CITY OF CLINTON

Principal	\$150
Senior Project Engineer	135
Project Engineer	100
Engineer Intern	85
Project Surveyor	95
Senior Engineering Assistant	90
Engineering Assistant	80
Surveyor	75
Surveying Assistant	65
\	75
Technician	55
Technician Assistant	35
Clerical	40
Construction Review	65
Project Coordinator	80
Survey Party Chief	75
Survey Crewman	25
Survey Party (Two Men)	100
Survey Party (Three Men)	125
Survey Party (Four Men)	150
Computer Aided Design Equipment (CAD)	15
GPS Surveying Equipment	25
RTK Surveying Equipment	50
Accounting Manager	75

(M) **ADDENDA:**

No. _____, dated _____
No. _____, dated _____, 20_____
No. _____, dated _____, 20_____

6. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This **AGREEMENT** shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this **AGREEMENT** in four (4) copies each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

OWNER:

By: Russell L. Wall

By: Rosemary G. Aultman

Name: Russell Wall
(Please Type)

Name: Rosemary G. Aultman
(Please Type)

Title: City Clerk

Title: Mayor

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: City of Clinton
Brighton Park Tennis Court Lighting

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS and Information for Bidders.

You are hereby notified that your BASE BID have been accepted in the total amount of
\$45,800.-

You are required by the Information for BIDDERS to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date this Notice is delivered to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 16 day of January 2007

OWNER: CITY OF CLINTON

BY:

Rosemary J. Autman

TITLE:

Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this the _____ day of _____, 2007.

BY: _____

TITLE: _____

(SEAL)

ATTEST:

By: _____

Name: _____
(Please Type)

Title: _____

CONTRACTOR: _____

By: _____

Name: _____
(Please Type)

Title: _____

Address: _____

Employer Identification No: _____

JAN 16 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 16, 2007

AGENDA ITEM NO. *12*

Discussion/Action/Recommendation:

Award of Bid to Deanco Auctions
for purchase of surplus equipment

For: 1995 655 D Backoe, Serial Number A435515 and Frame Number AB34515

In the amount of: \$10,600.00

ACCT. NO. 001-215-730-0

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

EXHIBITS FOR REVIEW

Minutes

Invoice

Other :

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: *Fisher*SECONDED BY: *Barnett*VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

A

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.



BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

P.O. Box 639 ★ Pollock, Louisiana 71467 ★ PHONE 318/765-3999 ★ FAX 318/765-9312

**City Clerk
City Hall
300 Jefferson Street
Clinton, MS 39056**

RE: Sealed bid January 5,2007 10:00 AM

We submit the following bid on equipment advertised for sale:

Item: 1995 Ford 655D Backhoe SN A43551 \$9,378.00

Thank you for any consideration,

Sincerely,

**Kenneth McKay
President**

KM/ld

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

Jan. 05, 2007



City of Clinton

Clinton Ms.

Dear Sirs:

Pursuant to your request for sealed bids for the purchase of the following surplus equipment and/or trucks to wit:

(1) ONE Ford 655 D S/N A434515

I, Donnie W. Dean, owner of Deanco Auction Company of Mississippi, Inc. do hereby submit my lump sum bid in the amount of \$ 10,600.00 for the outright purchase of the surplus equipment and/or trucks listed above.

I understand that all items are bid in "as is - where is" condition unless specified otherwise in the advertisement for bids. This bid is good for 30 days. Upon notification of the acceptance of my bid, I will promptly make payment in full, and shortly thereafter, arrange to pickup the awarded items.

Respectfully Yours,

D W Dean

Donnie W. Dean
Owner

Mississippi Auctioneer's License# 733 - Mississippi Auctioneer's Gallery License# 835F - Alabama Auctioneer's License# 907

Deanco Auction & Real Estate Co., Inc.
3664 South Oates Street • Dothan, Alabama 36301
Phone: 334-677-3192 • Fax 334-671-0149
Toll Free 888-702-9770

CALL Hugh ELLARD

Deanco Auction Co. of Mississippi, Inc.
P.O. Box 1248 • 1042 Holland Ave. • Philadelphia, Mississippi 39350
Phone: 601-656-9768 • Fax: 601-656-0192
Toll Free 877-898-5905

www.deancoauction.com

cell 662 417 1426

DURHAM **AUCTIONS, INC.**

January 4, 2007

P.O. Box 333 • Petal, MS 39465
2236 US Hwy 49 S • Brooklyn, MS 39425
PHONE: (601) 582-1932 (601) 582-7773
(877) 244-7382 • FAX: (601) 582-1983
www.durhamauctions.com

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

City of Clinton
Attn: City Clerk
300 Jefferson Street
Clinton, MS 39056

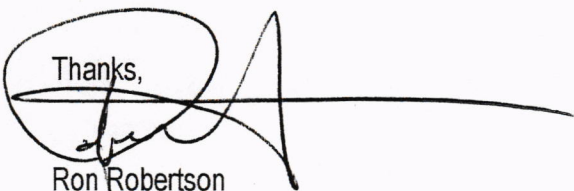
We would like to submit a bid on the following item(s):

One (1) 1995 Ford 655D Backhoe SN A435515

Bid Amount: \$9,286.00

Please reply with bid results by mail, phone, fax, or e-mail.

Thanks,


Ron Robertson
Durham Auctions, Inc.
ron@durhamauctions.com

BILL OF SALE

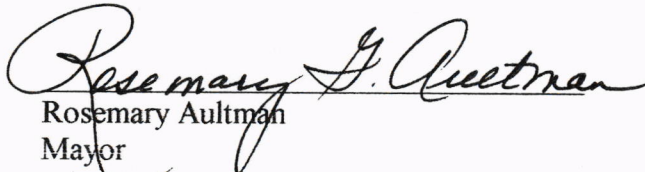
For and in consideration of Ten Thousand Six Hundred Dollars (\$10,600.00) paid by DEANCO AUCTION CO. OF MISSISSIPPI, INC. to the CITY OF CLINTON, MISSISSIPPI, the receipt to which is hereby acknowledged, the City of Clinton hereby grants, bargains, sells, transfers and delivers unto Deanco Auction Co. of Mississippi, Inc., Post Office Box 1248, 1042 Holland Avenue, Philadelphia, Mississippi, 39350, telephone number (601)656-9768, the following equipment:

1995 Ford 655 D Backhoe, Serial Number A435515 and Frame Number AB34515

The City of Clinton certifies that it is the lawful owner of said equipment and that said equipment is free of all liens and encumbrances. The equipment is sold "as is" and "where is".

The sale was authorized by the Mayor and Board of Aldermen of the City of Clinton at its regular meeting of January 16, 2007, a copy of said authorization is attached hereto.

This the 25th day of January 2007.


Rosemary Aultman
Mayor


Russell L. Wall
City Clerk

JAN 16 2007

CITY OF CLINTON

BID OPENING REPORT

City Personnel Present:

Tom Rogers
Wally Schutt
David Palmer

Andrea White

Bid Date:

1/5/07

Location:

City Hall

PROJECT Sale of 655 D Backhoe

BIDDER	AMOUNT				
<u>Carban Auctions, Inc</u>	<u>9,286.00</u>				
<u>Deane Auctions</u>	<u>10,600.00</u>				
<u>Divie Surplus Machinery</u>	<u>9,378.00</u>				

The above bid amounts have been checked. The bid totals are subject to correction after the bids have been completely reviewed.

Signed:

Andrea White

Date:

1/7/07

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

Public Notice

Sealed bids will be received by the City of Clinton, MS, for the sale of a 1995 Ford 655D Backhoe, Serial Number A435515 and Frame Number AB34515. Bid may be received at the office of the City Clerk, City Hall, 300 Jefferson Street, Clinton, MS until 10:00 a.m. local time on Friday, January 5, 2007 and immediately thereafter will be opened and publicly read.

Equipment may be inspected at the Department of Public Works, 527 Springridge Road, Clinton, MS 39056. The City of Clinton reserves the right to waive irregularities and to reject any or all bids.

City of Clinton, MS

Russell Wall, City Clerk

Approved:

Rosemary Aultman, Mayor

Publish in Clarion Ledger on December 11, 2006 and December 18, 2006.

Furnish two (2) proofs of publication to Russell Wall, City Clerk, City of Clinton, P. O. Box 156, Clinton, MS 39060. FAX (601)925-4605 PHONE (601)924-5462

STATE OF _____

COUNTY OF _____

GROUND LEASE

BE IT KNOWN AND REMEMBERED that effective this 17th day of January, 2007 the following contract of lease is hereby entered by and between the following parties:

LESSOR:

CITY OF CLINTON, a Mississippi Municipal Corporation, herein represented by Rosemary Aultman, its duly authorized Mayor, whose mailing address is P.O. Box 156, Clinton, Mississippi 39060, (hereinafter referred to as "Lessor").

And

LESSEE:

Tower Ventures V, LLC, a limited liability company herein represented by William Orgel, its duly authorized chief manager, whose mailing address is 4091 Viscount Avenue, Memphis, Tennessee 38118, (hereinafter referred to as "Lessee").

WITNESSETH:

1.

LEASED PROPERTY. Lessor does hereby lease and permit Lessee to enter upon, use and occupy for the sole purpose and on the conditions herein set forth, a certain parcel of land located in Clinton, Hinds County, Mississippi as described on Exhibit "A" together with an easement for ingress, egress and utilities, as more fully described on Exhibit "B".

2.

TERM. The primary term of this agreement shall be for five (5) years commencing on the date construction begins. The parties will confirm this date by letter agreement. Rent as set out below will be due on the date construction begins (the "Commencement Date") and annually on the anniversary of the date thereafter. Construction must begin within 180 days of the date of execution of this lease or the lease shall be deemed terminated, all rights and privileges granted under this lease shall be deemed completely surrendered, and Lessee shall have no further obligations hereunder.

OPTIONS TO RENEW. Lessee shall have the option to renew and extend the primary term of this Lease as set out below. Each such option period shall be deemed exercised by the Lessee unless the Lessee notifies the Lessor in writing not less than ninety (90) days prior to the expiration of the term then in effect, or the expiration of a renewal or extension period thereof then in effect, that Lessee does not wish to exercise this option.



Options 2 through 5 shall be at a rental as set forth in Section 3 Lessor shall have the right to cancel the lease prior to year 11, year 16, year 21 by giving 90 days notice.

3.

RENT. Lessee shall pay rental under this Lease on the Commencement Date and annually on the anniversary of the Commencement Date during the Term, and any Option Period, if exercised, as follows:

Primary (5 yrs.)	\$ 12,000 for year 1 plus a 3% increase each year
1 st Option 5 yrs.	\$ 13,911 for year 1 plus a 3% increase each year
2 nd Option 5 yrs.	\$ 16,127 for year 1 plus a 3% increase each year
3 rd Option 5 yrs.	\$ 18,695 for year 1 plus a 3% increase each year
4 th Option 5 yrs.	\$ 21,673.33 for year 1 plus a 3% increase each year
5 th Option 5 yrs.	\$ 25,125.34 for year 1 plus a 3% increase each year

4.

LAWS AND REGULATIONS. Lessee agrees to comply with any and all ordinances, regulations, and laws pertaining to the operation of its business on the Leased Premises. Lessee further covenants and agrees to keep all improvements situated on the Leased Premises and facilities in compliance with all rules and regulations of the city, county, state, and the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") as well as their successor organizations.

Should the FCC or the FAA terminate Lessee's right to operate its facilities then Lessee shall have the option to cancel this Lease after giving 30 days notice to Lessor with no further obligation to make any further lease payments to Lessor.

Lessee further agrees that it will not use the Leased Premises for storage or placement of any dangerous or hazardous substances or any substances or property which would create a hazard or nuisance to the surrounding area.

Lessee agrees that it will maintain its cellular telephone facilities as its expense and in compliance with all federal and local rules and regulations including, but not limited to, those of the FCC and FAA, and their successors, and in the event that Lessee fails to do so and fails to correct any deficiencies, then Lessor shall have the option to terminate this Lease upon 30 days written notice.

5.

USE OF THE PREMISES. Lessee, its employees or agents, shall have the right to use the Leased Premises only for the purpose expressed herein and shall not have the right to permit others, either directly or indirectly to use the Leased Premises for any other purpose without having obtained the prior written consent of Lessor.

Lessee shall use the Leased Premises for a communications tower ("Intended Use"). Lessee shall have the right to erect, construct, operate, maintain, repair and replace on the Leased Premises a communications tower and related communication equipment and facilities, together with such other equipment and facilities as may be necessary or convenient to Lessee's Intended Use of the Leased Premises. Lessee's improvements are shown on Exhibit "C". Only the improvements shown on Exhibit "C" will be located at the Leased Premises, without the prior written consent of the Lessor.

Lessee understands that the Premises are rented without any utilities including, but not limited to, water, electricity, sewage, drainage and telephone services, however, Lessee may install such utilities, as it desires at its sole expense subject to prior written consent of Lessor, which shall not be unreasonably withheld or delayed.

Lessor agrees that Lessee may maintain a generator on the site to provide emergency power to operate equipment on the site. Lessee may also replace, upgrade and add to its onsite equipment provided Lessee notifies Lessor of these equipment changes and such changes do not interfere with the rights of adjacent property owners.

Lessor agrees that Lessor shall not construct any communications tower, or otherwise allow any communication tower to be constructed, on lands of Lessor adjacent and contiguous to the Leased Property or lands of Lessor adjacent and contiguous to the property of which the Leased Property is a part that interfere with Lessee's Intended Use.

6.

LIGHTING. Lessee shall provide and use lighting on its facilities which is approved by the Federal Aviation Administration and as may be changed and approved by the Federal Aviation Administration from time to time during the Lease. Lessee further agrees to insure that the cellular telephone facilities aviation obstruction marking and lighting equipment, if required, complies with the obstruction lighting and marking requirements designated by the FCC on Lessee's radio license and the compliance with such requirement shall be in the manner prescribed by the FCC rules and policies.

7.

INTERFERENCE. Lessee's cellular antenna installation shall be designed, installed and operated so as not to disrupt any emergency services transmission. If, in the opinion of Lessor, the operation of Lessee's antenna, transmitter or related equipment causes objectionable electrical or radiation interference to the operation or performance of any emergency services transmissions, Lessor shall give Lessee written notice thereof specifying the nature and extent of any such interference. Lessee shall immediately take the necessary steps to correct such interference, including the purchase and installation at Lessee's expense of additional equipment such as filters, isolation traps, etc. Lessee must be given at least sixty (60) days notice and opportunity to correct the interference. After receiving notification Lessee agrees not to cause any interference with facilities, which are in place at the time of the commencement of the Lease. If Lessee is unable to cure all interference problems, then Lessee's obligation to pay future rental payments shall cease and this Lease shall be terminated.

8.

SPECIAL PROVISIONS.

Lessee shall provide to Lessor:

- (1) Completed copy of FAA form 7460 or study number, if applicable.
- (2) Copies of current cellular FCC license on the site.
- (3) Any other documents necessary as needed by Lessor for verification of Lessee's authority to operate at the Leased Premises.
- (4) Prior to construction, Lessee has submitted plans for intended improvements, attachments, modifications and wall penetrations to Lessor for review.
- (5) Lessee shall indemnify and hold Lessor harmless and assumes all responsibility for repair and clean up for any contaminants, hazardous wastes or substances which Lessee brings to the site.
- (6) Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:
 - (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;
 - (b) Upon 30 days written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operations of the Lessee's Equipment or business; or
 - (c) By Lessee upon six (6) months advance written notice from Lessee to Lessor, if the subject tower and property shall become unacceptable to Lessee as part of its network design or for other technical reasons.

9.

TAXES. Lessee agrees to pay all taxes due and payable on the installation and/or placement of its equipment on the Leased Premises.

10.

LIENS. Lessee shall keep all of the Leased Premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics and material men's liens for or arising out of or in connection with work or labor done on the Leased Premises at the request of Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims for labor or materials on which any such lien may or could be based, and to indemnify Lessor and all of the Leased Premises and all improvements thereon against all such liens and claims of liens, suits or other proceedings caused by Lessee. If Lessee desires to contest any such lien it shall notify Lessor of its intention to do so within thirty (30) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond (or other evidence of financial responsibility acceptable to Lessor) against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until twenty (20) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting there from.

11.

DEFAULT. In the event that Lessee (a) defaults in payment of any rental due hereunder; or (b) fails to keep or perform any other covenants herein contained; Lessee shall have a period of thirty (30) days following receipt of written notice from Lessor of the nature of such default within which to correct such default. If Lessee fails to take steps to correct such default within said thirty (30) day period, Lessor shall have the right at its option to (a) cancel this Lease in accordance with law, or (b) proceed one or more times for past due installment or rental without prejudicing its right to proceed later for remaining installments or (c) have recourse to any other remedy to which Lessor maybe entitled by law.

12.

PARTIES. This lease and all its provisions hereof shall be applicable to and binding upon the parties, their respective successors and assigns. Lessee has the right to sublease to users of the communications tower the Leased Property and its rights herein, in whole or in part, without the Lessor's consent. Lessee may assign its lease to an affiliate or merger successor or any legal entity with a minimum \$20,000,000 net worth.

13.

INDEMNIFICATION AND HOLD HARMLESS. Lessee shall indemnify and hold Lessor harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising or alleged to arise from the negligent acts or omissions or willful misconduct of Lessee or Lessee's agents, employees, licensees, invitees or contractors occurring in or about the Leased Premises. In no event shall the liability of Lessee or Lessor under this agreement include damages for lost profits, consequential or punitive damages. This paragraph shall survive expiration or termination of this Agreement.

14.

DAMAGE OR DESTRUCTION CAUSED BY THIRD PARTIES. Lessor shall not be liable to Lessee for damages arising from interference, discontinuance or interruption of Lessee's operations on the Leased Premises under this Lease, which are due to acts of God or circumstances beyond Lessor's control or, the acts of other Lessees who have entered into a written lease with Lessor prior to this Lease. "Circumstances beyond its control" shall include but shall not be limited to interference whether electrical, radiation or physical.

15.

REMOVAL OF IMPROVEMENTS. Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, Lessee shall remove from the Leased Premises all improvements installed, placed or erected on the Leased Premises by Lessee, restoring the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessee shall have thirty (30) days after termination of this Lease within which to dismantle and remove the improvements. If Lessee is prevented from removing the improvements during that time because of weather, public disorder or natural disaster, Lessor shall grant such additional times as shall be reasonable under the circumstances. After the aforementioned period all improvements not removed by Lessee shall become the property of Lessor. Cost of removal of improvements shall be borne by Lessee.

16.

WAIVER. No waiver by Lessor or failure by it to require strict and punctual performance by Lessee of any of the terms, conditions, provisions or obligations of the Lease, or any other forbearance, sufferance of indulgence, however long continued or under whatsoever conditions, shall constitute a waiver by Lessor of the right at any subsequent time to strict, full and punctual performance of Lessee's obligations hereunder.

17.

INSURANCE. The Lessee shall, at its cost and expense, take out and maintain during the term of the Lease, not less than the following insurance coverage: Comprehensive General Liability Insurance against claims for bodily injury, including personal injury and accidental death; as well as from claims for injury or destruction of property. The policy shall be written to include the Lessor as an additional named insured. Not less than the following limit shall be provided; bodily injury liability, including death at \$1,000,000.00 each occurrence; property damage liability \$1,000,000.00 each occurrence, \$1,000,000.00 each accident. The policy shall be written by a reputable company approved by Lessor and shall provide a thirty (30) day written notice of cancellation or change in coverage to Lessor. All policies shall include a waiver of subrogation against Lessor and include coverage for contractual liability to specifically include the hold harmless and indemnification provisions under paragraph 13 of this Lease. Lessee shall furnish certificates of insurance or other evidence satisfactory to Lessor of compliance by Lessee with the provisions hereof at the execution of this Lease.

The insurance coverage limits set out above shall be subject to increase prior to the beginning of each option period of this Lease provided that Lessor has requested such increase by notice to Lessee at least thirty (30) days prior to such date. Upon such request the parties shall attempt to agree for such option period on reasonable and adequate limits for the nature of the risk.

18.

SEVERABILITY. Each Paragraph of this Lease Agreement is severable from all other Paragraphs. In the event any court of competent jurisdiction determines that any Paragraph or subparagraph is invalid or unenforceable for any reason, all remaining Paragraphs will remain in full force and effect.

19.

INTERPRETATION. This Lease shall be interpreted according to and enforced under the laws of the State of Mississippi.

20.

ENTIRE AGREEMENT. This Lease Agreement contains the entire Agreement of both parties hereto, and no other oral or prior written agreement shall be binding on the parties hereto. This Lease supersedes all prior agreements, contracts and misunderstandings of any kind between the parties relating to the subject matter hereof.

21.

INTEREST ON ARREARS. Lessee shall pay to Lessor on demand interest at the rate of 10% per annum on the amount of any payment not made when due hereunder from the date due here of until payment is received by Lessor.

22.

NOTICES. All demands, notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when deposited in the United States mail, certified mail, postage prepaid or reliable overnight carrier addressed as follows:

LESSOR: City of Clinton
P.O. Box 156
Clinton, MS 39060
Attention: Mayor

LESSEE: TOWER VENTURE V, LLC
4091 Viscount Ave.
Memphis, TN 38118
Attention: William Orgel

23.

ORDINANCES. Lessor and Lessee agree that the Wireless Communications Ordinance of the City of Clinton as adopted on September 9, 1999, shall be considered a part of this Lease Agreement. A copy of said Ordinance is attached as Exhibit "E". Lessee may sublet to other entities under the provisions of this Ordinance.

24.

Lessor and Lessee agree that either party may record a memorandum of lease in the land records of Hinds County, Mississippi, at its own expense.

25.

A short-form memorandum of this Lease Agreement may be recorded at Lessor or Lessee's option.

26.

Estoppel Agreement. Within fifteen (15) days after a request by Lessor or Lessee, as the case may be, Lessor or Lessee shall execute and deliver to the other an estoppel statement in such reasonable form as the other may request. The Estoppel Agreement shall include representations (i) that this Lease is in full force and effect, (ii) that there are no uncured defaults in the other party's performance hereunder, and/or (iii) that not more than one (1) annual installment of the rental has been paid in advance.

In Testimony Whereof, Lessor has executed this act in Clinton, Hinds County, Mississippi, in the presence of the undersigned Notary Public and attesting witnesses on the 17 day of January, 2007.

LESSOR:

CITY OF CLINTON

By: Rosemary G. Aultman
Mayor

Attest:

Carol Warren, Deputy
City Clerk

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of January, 2007, within my jurisdiction, the within named Rosemary Aultman, who acknowledged that she is Mayor of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.

Beth Anne Lunceford
NOTARY PUBLIC
SAID COUNTY AND STATE

In Testimony Whereof, Lessee has executed this act in _____, _____, in the presence of the undersigned Notary Public and attesting witnesses on the 17th day of January, 2007.



WITNESSES:

Kathleen Davis
Wm Orgel

LESSEE:

Tower Ventures V, LLC

By: Wm Orgel

Title: Chief Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of December, 2006, within my jurisdiction, the within named William Orgel, who acknowledged that he is chief manager of Tower Ventures V, LLC, a Limited Liability Company, and that for and on behalf of Tower Ventures V, LLC, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by Tower Ventures V, LLC so to do.

Patricia Ann Blackwell

NOTARY PUBLIC

SAID COUNTY AND STATE

My Commission Expires Sept 16, 2009



Exhibit "A"
(Legal Description of Lease Parcel)

CLINTON TOWER SITE MS0901
LEGAL DESCRIPTIONS:

Tower Ventures V, LLC Lease Area 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 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.

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.

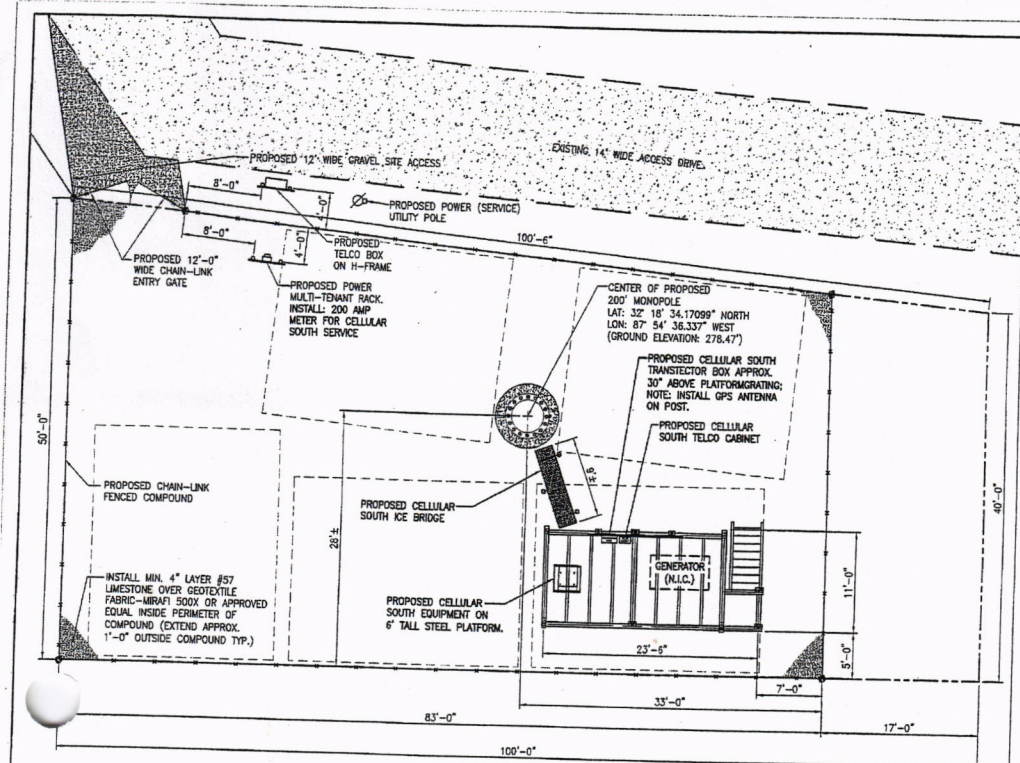
Exhibit "B"
(Legal Description of Easement)

CLINTON TOWER SITE MS0901
LEGAL DESCRIPTIONS:

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 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.

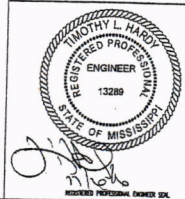
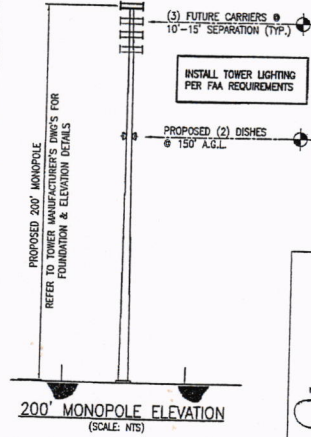
Exhibit "C"
(Complete Site and Equipment Plan)



DETAILED SITE LAYOUT
(SCALE: 1" = 10'-0")

NOTES:

1. BOUNDARY AND PROPOSED SITE FEATURES ARE BASED ON FIELD MEASUREMENTS. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THIS DRAWING.
2. CONTRACTOR SHALL FURNISH ALL MATERIALS FOR 200 AMP SERVICE.
3. GROUNDING OF ANTENNAS MOUNTS, COAX, AND EQUIPMENT SHALL BE IN ACCORDANCE WITH CELLULAR SOUTH'S SPECIFICATIONS.
4. ANY MATERIALS STORED ON SITE SHALL BE STORED IN CLOSED OR COVERED CONTAINERS AND ALL EXCESS MATERIALS WILL BE PROPERLY DISPOSED OF.
5. ALL HARDWARE TO BE STAINLESS STEEL. NO PLATED METAL TO BE USED.
6. NO CULVERTS SHALL BE INSTALLED.
7. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTION & MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS, AND WATERWAYS.
8. CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING SITE FREE OF DRAINAGE PROBLEMS.
9. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING A PROPER TRAFFIC CONTROL PLAN FOR PUBLIC SAFETY ADJACENT TO CONSTRUCTION SITE. THE TRAFFIC CONTROL PLAN MUST BE IN ACCORDANCE WITH LATEST (AMUTCO) EDITION.
10. ALL UTILITIES WITHIN ROADWAY SHALL BE BACKFILLED WITH STONE.



ITEM	REVISIONS	BY	CHK. BY	DATE

Tower Ventures V, LLC.
4081 VICKRAM AVENUE, MEMPHIS, TENNESSEE 38118

cellularsouth
120 SOUTH CHANDLER STREET, SUITE 1000
JACKSON, MISSISSIPPI 39201

DESIGNED BY: C.E. PERSONS 11/01/06
CHECKED BY: T.L. HARDY 11/03/06
APPROVED BY:

HARDY ENGINEERING, INC.
ENGINEERING AND CONSULTING
209 LINDEN STREET, P.O. BOX 708
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027

DETAILED SITE LAYOUT
MS0901 - CLINTON
CLINTON, MISSISSIPPI
TOWER VENTURES V, LLC. / CELLULAR SOUTH
MEMPHIS, TENNESSEE JACKSON, MISSISSIPPI
DATE: MS0901_C1 SCALE: AS SHOWN PAGE NO. C1

UTILITY PIPE SUPPLY, INC.
P.O. BOX 630
109 CAMPBELL DR.
FLORA, MS 39071

BOARD APPROVED

JAN 16 2007

CITY OF CLINTON

Quotation

Quote Number:
781

Quote Date:
Dec 18, 2006

Page:
1

Quoted to:

CITY OF CLINTON
P.O. BOX 156
CLINTON, MS 39056

pipe alternate
1

Customer ID

CLICIT

Good Thru

12/28/06

Payment Terms

Net 30 Days

Sales Rep

8

Quantity

Item

Description

Unit Price

Extension

4,000.00PDCL35016

16" CL 350 S/J DI PIPE

30.00

120,000.00

Subtotal

120,000.00

Sales Tax

Total

120,000.00

Susan Pettis



Cell:

Quoted by:
Robert White
12/18/06



BOARD APPROVED

301 Priester Drive
 Pearl, MS 39208
 Phone: (866) 734-4519
 Fax: (601) 420-3610
 Cell:

JAN 16 2007

CITY OF CLINTON

Customer:	CITY OF CLINTON	Phone:	
Attention:		Fax:	
Job Name:	2007 PINEHAVEN DRIVE WATER EXT. MAT	Terms:	Net 30
Engineer:		Todays Date:	12/18/06
Bid Date:	12/19/2006	Order By:	
	Subject to Terms and Conditions of Sale	Ship By:	

JOB QUOTATION

Item #	Qty	Unit	Size	Description	Unit Price	Ext Price
				(ALTERNATE #1)		
1	4000	FT	16"	PC 350 SJ DUCTILE IRON PIPE	\$ 27.85	\$ 111,400.00
2	1	EA	16X12	LARGE END BELL REDUCER	\$ 385.23	\$ 385.23
	5	EA	16"	MJ GATE VALVE W/BEVEL GEARS & MEGALUGS	\$ 4,876.28	\$ 24,381.40
	3	EA	16X8	MJ TEE W/MEGALUGS	\$ 674.72	\$ 2,024.16
	3	EA	8"	MJ GATE VALVE W/MEGALUGS	\$ 530.20	\$ 1,590.60
	4	EA	16X6	MJ TEE W/MEGALUGS	\$ 638.65	\$ 2,554.60
	4	EA	6"	MJ GATE VALVE W/MEGALUGS	\$ 339.94	\$ 1,359.76
	8	EA	6X13	ANCHOR COUPLINGS	\$ 54.30	\$ 434.40
	12	EA	24"	VALVE BOX	\$ 30.00	\$ 360.00
	4	EA	5 1/4"	3-WAY 3' BURY HYDRANT W/6" MJ SHOE	\$ 625.00	\$ 2,500.00
					SUB	\$ 146,990.15
					TAX	\$ -
					TOTAL	\$ 146,990.15

Quoted By:
Robert H. Hulse
 12/18/06

"ALWAYS ON
 THE JOB"



PHONES:
WATS 800-647-8231
Local 662-332-6812
Fax 662-335-3420

**QUOTATION
ONLY**

JAN 16 2007

NOT RECORDED
CITY OF CLINTON

CH of Clin for

DATE	SALESMAN	PRICE GOOD FOR	DELIVERY	TERMS
12-19-06		1-31-06	Clinton	

WE ARE PLEASED TO QUOTE TO YOU THE FOLLOWING PRICES AS PER YOUR REQUEST

QUANTITY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
4000	16" PVC C-90S DR25 Pipe	14.98	59920.00
1	12"x12" m/j Tee	158.00	158.00
1	16"x12" m/j Reducer	168.00	168.00
5	16" m/j Valve with Borel Gear Oper. - Malt	4395.00	21975.00
3	16"x16"x8" m/j Tee	365.00	1095.00
3	8" m/j Valve - Malt	395.00	1185.00
4	16"x16"x6" m/j Tee	338.00	1352.00
4	6" m/j Valve - Malt	250.00	1000.00
8	6" Anchor Coupling	55.00	440.00
12	24" Valve Boxes	20.00	240.00
4	5' Fine Hydrant - 3' Bury 6" Shoe - Malt	190.00	3160.00
16	6" Mega Lug Type Restraints with Acc.	25.00	400.00
9	8" Mega Lug Type Restraints with Acc.	34.00	306.00
4	12" Mega Lug Type Restraints with Acc.	69.00	276.00
25	16" Mega Lug Type Restraints with Acc.	133.00	3325.00

By:

Rich Shapard

895000	
--------	--

Summit Pipe and Supply Co. of MS, Inc.450 Industrial Drive
Clinton, MS 39209

Phone: 888-212-1683

Fax: 601-353-0084

Dennis McKinley

BOARD APPROVAL

Order by: 30-Jan-07

JAN 16 2007

Project: Pinehaven Drive Water Extension Materials

Release by:

CITY OF CLINTON

Bid Date: 19-Dec-06

Ship by:

Project Quotation

Item	Quantity	Unit	Description	Unit	Ext Amount
1	4000	ft.	16" DR-25 C905 PVC Pipe	\$ 14.84	\$ 59,360.00
ALT.	4000	ft.	16" Slip Jnt. CL350 Ductile Iron Pipe	\$ 31.48	\$ 125,920.00
2	1	ft.	12" x 12" MJ Tee	\$ 162.78	\$ 162.78
	3	ea.	12" Megalug Pack for C900	\$ 65.38	\$ 196.14
ALT.	3	ea.	12" Megalug Pack for Ductile Iron Pipe	\$ 59.58	\$ 178.74
	1	ea.	12" x 16" MJ Large End Bell Reducer	\$ 195.28	\$ 195.28
	1	ea.	16" Megalug Pack for PVC Pipe	\$ 132.37	\$ 132.37
ALT.	1	ea.	16" Megalug Pack for Ductile Iron Pipe	\$ 104.52	\$ 104.52
			12" Megalug will be included with 12" Tee	\$	-
	5	ea.	16" MJ Gate Valve with Bevel Gearing	\$ 4,458.65	\$ 22,293.25
	10	ea.	16" Megalug pack For PVC Pipe	132.37	\$ 1,323.70
ALT.	10	ea.	16" Megalug Pack for Ductile Iron Pipe	104.52	\$ 1,045.20
	3	ea.	16" X 16" X 8" MJ Tee	\$ 374.22	\$ 1,122.66
	6	ea.	16" Megalug pack For PVC Pipe	\$ 132.37	\$ 794.22
ALT.	6	ea.	16" Megalug Pack for Ductile Iron Pipe	\$ 104.52	\$ 627.12
	3	ea.	8" Megalug Pack for C900	\$ 35.66	\$ 106.98
ALT.	3	ea.	8" Megalug Pack for Ductile Iron Pipe	\$ 30.64	\$ 91.92
	3	ea.	8" MJ Gate Valve	\$ 488.64	\$ 1,465.92
	6	ea.	8" Megalug Pack for C900	\$ 35.66	\$ 213.96
ALT.	6	ea.	8" Megalug Pack for Ductile Iron Pipe	\$ 30.64	\$ 183.84
				\$	-
	4	ea.	16" X 16" X 6" MJ Tee	\$ 358.20	\$ 1,432.80
	8	ea.	16" Megalug Pack for PVC Pipe	\$ 132.37	\$ 1,058.96
ALT.	8	ea.	16" Megalug Pack for Ductile Iron Pipe	\$ 104.52	\$ 836.16
	4	ea.	6" Megalug Pack for C900	\$ 25.97	\$ 103.88
ALT.	4	ea.	6" Megalug Pack for Ductile Iron Pipe	\$ 21.88	\$ 87.52
				\$	-
	4	ea.	6" MJ Gate Valve	\$ 296.28	\$ 1,185.12
			No megalugs Needed if Using Anchor Coupling		
				\$	-
	8	ea.	6" X 13" Long Anchor Coupling with bolts & Gaskets	\$ 69.67	\$ 557.36
				\$	-
				\$	-
	12	ea.	24" Valve Boxes	\$ 22.50	\$ 270.00
				\$	-
	4	ea.	3-Way 3' Bury 6" MJ Shoe 5-1/4 Seat Fire Hydrant (Clow Brand)	\$ 983.00	\$ 3,932.00
			No megalugs Needed if Using Anchor Coupling		

Dennis McKinley